



Midvale City
7505 South Holden Street
Midvale, UT 84047
801-567-7200
www.midvalecity.org

**MIDVALE CITY COUNCIL MEETING
AGENDA
June 16, 2015**

PUBLIC NOTICE IS HEREBY GIVEN that the **Midvale City Council** will hold a regular meeting on the **16th Day of June, 2015** at Midvale City Hall, 7505 South Holden Street, Midvale, Utah as follows:

6:30 PM

INFORMATIONAL ITEMS

I. DEPARTMENT REPORTS

II. CITY MANAGER BUSINESS

7:00 PM

REGULAR MEETING

III. GENERAL BUSINESS

- A. WELCOME AND PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. Utah Local Governments Trust Presentation

IV. PUBLIC COMMENTS

Any person wishing to comment on any item not otherwise on the Agenda may address the City Council at this point by stepping to the microphone and giving his or her name for the record. Comments should be limited to not more than three (3) minutes, unless additional time is authorized by the Governing Body. Citizen groups will be asked to appoint a spokesperson. This is the time and place for any person who wishes to comment on non-hearing, non-Agenda items. Items brought forward to the attention of the City Council will be turned over to staff to provide a response outside of the City Council meeting.

V. COUNCIL REPORTS

- A. Councilmember Paul Glover
- B. Councilmember Paul Hunt
- C. Councilmember Quinn Sperry
- D. Councilmember Wayne Sharp
- E. Councilmember Stephen Brown

VI. MAYOR REPORT

- A. Mayor JoAnn B. Seghini

VII. PUBLIC HEARING(S) - 7:00 PM

- A. Consider Adoption of the 2016 Fiscal Year Budget beginning July 1, 2015 and ending June 30, 2016 including salaries for Statutory and Elective Officers, employees and other positions within the City as well as the FY 2016 Midvale City Municipal Fee Schedule [*Kane Loader, City Manager; Laurie Harvey, Asst. City Manager/Admin Services Director*]

ACTION: Approve Resolution No. 2015-R-26 Adopting the Certified Tax Rate for Calendar Year 2015

ACTION: Approve Resolution No. 2015-R-27 Adopting the 2016 Fiscal Year Budget beginning July 1, 2015 and ending June 30, 2016

ACTION: Approve Resolution No. 2015-R-28 Adopting the FY2016 Employee Job Classification Plan and Benefits Plan

ACTION: Approve Resolution No. 2015-R-29 Adopting the FY 2016 Midvale City Municipal Fee Schedule

VIII. CONSENT AGENDA

- A. Approve Minutes of June 2 and 9, 2015 [*Rori Andreason, H.R. Director/City Recorder*]
- B. Approve Resolution No. 2015-R-30 Authorizing the Mayor to enter into a Contract with Kilgore Companies for Annual Pavement Management Projects [*Keith Ludwig, City Engineer*]
- C. Approve Resolution No. 2015-R-31 Authorizing the Mayor to enter into a Contract with Condie Construction for the Derek Hollow Storm Drain Project [*Keith Ludwig, City Engineer*]
- D. Approve Resolution No. 2015-R-32 Authorizing the Mayor to enter into a Contract with Terra Works Inc. for the Bingham Junction Blvd. Slope Stabilization Project [*Keith Ludwig, City Engineer*]
- E. Approve Resolution No. 2015-R-33 Authorizing the Mayor to enter into a Contract with Quicksilver for the Concrete Replacement Program [*Keith Ludwig, City Engineer*]
- F. Approve Resolution No. 2015-R-34 Approving the Facilities Use Agreement for Ute Conference [*Kane Loader, City Manager*]
- G. Approve Resolution No. 2015-R-36 Amending the Midvale Policies and Procedures Manual [*Rori Andreason, H.R. Director/City Recorder*]

IX. ACTION ITEMS

- A. Approve Resolution No. 2015-R-35 Supporting an Election on the Additional Sales Tax for Transportation Funding [*Kane Loader, City Manager*]
- B. Approve Resolution No. 2015-R-37 Approving the Alexander Dahl Community Room Use Agreement [*Rori Andreason, H.R. Director/City Recorder*]

X. ADJOURN

In accordance with the Americans with Disabilities Act, Midvale City will make reasonable accommodations for participation in the meeting. Request assistance by contacting the City Recorder at 801-567-7207, providing at least three working days advance notice of the meeting. TTY 711

A copy of the foregoing agenda was provided to the news media by email and/or fax; the agenda was posted in the City Hall Lobby, the 2nd Floor City Hall Lobby, on the City's website at www.midvalecity.org and the State Public Notice Website at <http://pmn.utah.gov>. Council Members may participate in the meeting via electronic communications. Council Members' participation via electronic communication will be broadcast and amplified so other Council Members and all other persons present in the Council Chambers will be able to hear or see the communication.

PLEASE MAKE SURE ALL CELL PHONES ARE TURNED OFF DURING THE MEETING

DATE POSTED: JUNE 12, 2015

**RORI L. ANDREASON, MMC
H.R. DIRECTOR/CITY RECORDER**



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: June 16, 2015

SUBJECT: Public Hearing/Action approval of Resolution No. 2015-R-26 setting the Property Tax Rate for Calendar Year 2015, Resolution No. 2015-R-27 adopting the Fiscal Year 2016 Final Operating and Capital Budgets, Resolution 2015-R-28 adopting the Employee Job Classification and Benefit Package for Fiscal Year 2016, and Resolution No. 2015-R-29 adopting the Midvale City Municipal Fee Schedule for Fiscal Year 2016

PRESENTERS: Kane Loader, City Manager and Laurie Harvey, Assistant City Manager/Administrative Services Director

SUMMARY:

Listed below are the steps that you as a City Council need to take in order to approve and adopt the operating and capital budgets for Fiscal Year 2016.

STEP 1: Adopt a resolution setting the rate of tax for Calendar Year 2015 and levying taxes upon all real and personal property within the corporate boundaries of Midvale City, Utah.

Recommended Motion: *I move that we adopt Resolution No. 2015-R-26, a resolution setting the Rate of Tax for Calendar Year 2015 and Levying Taxes Upon all real and personal property within the corporate boundaries of Midvale City, Utah.*

STEP 2: Adopt a resolution approving the Midvale City General Operating and Capital Budgets for Fiscal Year 2016.

Recommended Motion: *I move that we adopt Resolution No. 2015-R-27, a resolution adopting the Midvale City Final Operating and Capital Budgets for Fiscal Year 2016.*

STEP 3: Adopt a resolution approving the Employee Job Classification and Benefit Package for Fiscal Year 2016.

Recommended Motion: *I move that we adopt Resolution No. 2015-R-28, a resolution adopting the Midvale City Employee Job Classification and Benefit Package for Fiscal Year 2016.*

STEP 4: Adopt a resolution adopting the Midvale City Municipal Fee Schedule for Fiscal Year 2016.

Recommended Motion: *I move that we adopt Resolution No. 2015-R-29, a resolution adopting the Midvale City Municipal Fee Schedule for Fiscal Year 2016.*

WE ARE DONE!

**MIDVALE CITY CORPORATION
RESOLUTION No. 2015-R-26**

**A RESOLUTION ESTABLISHING THE PROPERTY TAX RATE
FOR ALL PROPERTY LOCATED WITHIN THE CORPORATE
BOUNDARIES OF MIDVALE CITY, UTAH FOR CALENDAR
YEAR 2015.**

WHEREAS, pursuant to Utah State Code, Midvale City is required to establish and set forth the property tax levy rate for property located within the corporate boundaries of Midvale city; and

WHEREAS, the governing body will adopt the General Fund Budget for Fiscal Year 2016, and

WHEREAS, the property tax levy rate established by this resolution is sufficient to provide the revenue necessary to operate the General Fund for Fiscal Year 2016 and does not exceed the certified tax rate established by the Salt Lake County Auditor’s Office.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF MIDVALE CITY, STATE OF UTAH, as follows:

SECTION ONE: That the property tax levy for property located within the corporate boundaries of Midvale City for calendar year 2015 be set at and distributed as follows:

General Purposes .000609

Total Tax Rate .000609

SECTION TWO: That the rate herein established and the subsequent tax levy shall be certified by the City Recorder and sent to the Salt Lake County Auditor.

SECTION THREE: That this Resolution shall become effective immediately upon the passage thereof.

PASSED AND ADOPTED BY THE CITY COUNCIL OF MIDVALE CITY, STATE OF UTAH
this 16th day of June, 2015.

JoAnn B. Seghini, Mayor

Voting by the Council:	Aye	Nay
Stephen Brown	___	___
Paul Glover	___	___
Paul Hunt	___	___
Wayne Sharp	___	___
Quinn Sperry	___	___

ATTEST:

Rori L. Andreason, MMC, City Recorder

**MIDVALE CITY CORPORATION
RESOLUTION NO. 2015-R-27**

A RESOLUTION ADOPTING THE FINAL OPERATING AND CAPITAL BUDGETS FOR MIDVALE CITY, STATE OF UTAH, FOR FISCAL YEAR 2016

WHEREAS, State law requires the establishment of various budgets for each municipal corporation located within the State of Utah; and

WHEREAS, Midvale City has complied in all respects with State law, including holding public hearings, in establishing said budgets for the Fiscal Year beginning July 1, 2015 and ending June 30, 2016.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF MIDVALE CITY, STATE OF UTAH, as follows:

SECTION ONE: That Midvale City, a municipal corporation, hereby adopts the following final budgets for the fiscal year beginning July 1, 2014 and ending June 30, 2016:

- A. General Fund, Section 10-6-109, Utah Code Annotated
- B. Capital Projects Fund, Section 10-6-109, Utah Code Annotated
- C. Public Utilities Fund, Section 10-6-135, Utah Code Annotated
- D. Storm Water Utility Fund, Section 10-6-135, Utah Code Annotated
- E. Street Lighting Fund, Section 10-6-135, Utah Code Annotated
- F. Sanitation Fund, Section 10-6-135, Utah Code Annotated
- G. Telecommunications Fund, Section 10-6-135, Utah Code Annotated
- H. Fleet Management Fund, Section 10-6-135, Utah Code Annotated
- I. Information Technology Fund, Section 10-6-135, Utah Code Annotated

SECTION TWO: That the Budget Officer is hereby directed to certify and file a copy of the final budget for each fund on the State provided forms, with the Auditor of the State of Utah within thirty (30) days after adoption.

SECTION THREE: That upon the final adoption, the budgets shall be in effect for the budget year and subject to later amendment as provided by law.

SECTION FOUR:

1. That a certified copy of the adopted final budget shall be filed in the office of the City Recorder, 655 West Center Street, Midvale, Utah and shall be available to the public during regular business hours.
2. Posted and made available to the public on the City's website, www.midvalecity.org

SECTION FIVE: That this Resolution shall become effective immediately upon the passage thereof.

PASSED AND ADOPTED BY THE CITY COUNCIL OF MIDVALE CITY, STATE

OF UTAH, this _____ day of _____, 2015.

JoAnn B. Seghini, Mayor

BUDGET OFFICER CERTIFICATION:

Kane Loader, Budget Officer

ATTEST:

Rori L. Andreason, MMC, City Recorder

Voting by the City Council

Aye

Nay

Councilmember Quinn Sperry
Councilmember Steve Brown
Councilmember Paul Glover
Councilmember Paul Hunt
Councilmember Wayne Sharp

Account Title	2013-14 Prior year Actual	2014-15 Current year Budget	2014-15 Current year Projections	2015-16 Future year Budget	FY 16 Budget over/(under) FY 15 Budget
GENERAL FUND					
TAXES					
Property tax	1,038,229.82	912,000.00	935,000.00	958,700.00	46,700.00
Delinquent property tax	43,606.15	45,000.00	48,000.00	43,800.00	1,200.00-
Sales tax	5,930,672.22	6,339,200.00	5,900,000.00	6,018,000.00	321,200.00-
Franchise tax	2,102,495.43	2,165,400.00	2,100,000.00	2,163,000.00	2,400.00-
Telecommunications tax	495,775.71	489,500.00	460,000.00	430,000.00	59,500.00-
Transient room tax	120,055.66	133,400.00	125,000.00	140,000.00	6,600.00
Motor vehicle in lieu of	113,949.59	116,100.00	116,100.00	118,500.00	2,400.00
Total TAXES:	9,844,784.58	10,200,600.00	9,684,100.00	9,872,000.00	328,600.00-
LICENSES AND PERMITS					
Business licenses	236,205.92	242,600.00	175,000.00	300,000.00	57,400.00
Building permits	632,374.90	423,300.00	900,000.00	500,000.00	76,700.00
Road cut fees	12,482.50	5,000.00	10,000.00	10,000.00	5,000.00
Sign fees	5,976.98	6,000.00	6,000.00	6,000.00	.00
Total LICENSES AND PERMITS:	887,040.30	676,900.00	1,091,000.00	816,000.00	139,100.00
INTERGOVERNMENTAL REVENUE					
EMPG grant	8,500.00	23,500.00	23,500.00	16,000.00	7,500.00-
JAG grant	.00	18,800.00	18,800.00	.00	18,800.00-
Homeland Security Grant	4,230.10	.00	.00	.00	.00
EPA Inst Controls Grant	94,909.02	90,000.00	90,000.00	90,000.00	.00
CDBG Grant	79,800.00	351,100.00	351,100.00	214,800.00	136,300.00-
CBC grants	49,620.53	48,700.00	48,700.00	48,700.00	.00
State transportation funds	1,500,000.00	34,000.00	34,000.00	.00	34,000.00-
State of Utah Cemetery Grant	.00	5,000.00	5,000.00	.00	5,000.00-
B&C road funds	793,079.45	830,000.00	830,000.00	895,000.00	65,000.00
Liquor funds allocation	51,893.02	51,900.00	49,900.00	50,000.00	1,900.00-
Wasatch Regional Council Grant	.00	300,000.00	300,000.00	.00	300,000.00-
SL Co B&G Club grant	66,706.69	110,600.00	110,600.00	.00	110,600.00-

Account Title	2013-14 Prior year Actual	2014-15 Current year Budget	2014-15 Current year Projections	2015-16 Future year Budget	FY 16 Budget over/(under) FY 15 Budget
SLCo Cultural Facilities grant	12,020.49	30,000.00	30,000.00	.00	30,000.00-
County TRCC grant	.00	450,000.00	450,000.00	.00	450,000.00-
Total INTERGOVERNMENTAL REVENUE:	2,660,759.30	2,343,600.00	2,341,600.00	1,314,500.00	1,029,100.00-
CHARGES FOR SERVICE					
Zoning/development fees	56,146.00	40,000.00	72,000.00	40,000.00	.00
Plan check fees	197,135.15	149,000.00	296,000.00	149,000.00	.00
Maps and publications	581.52	500.00	500.00	500.00	.00
Notary/background check fees	295.00	500.00	500.00	500.00	.00
911 service fees	219,996.00	220,000.00	220,000.00	220,000.00	.00
Code enforcement fees	20,503.92	15,000.00	15,000.00	15,000.00	.00
Rents and concessions	12,089.00	7,200.00	8,000.00	7,200.00	.00
Credit card service fees	.00	.00	.00	25,000.00	25,000.00
Cemetery lot sales	31,650.00	30,000.00	26,000.00	30,000.00	.00
Cemetery service fees	28,975.00	30,000.00	40,000.00	34,000.00	4,000.00
Admin fee - Water	741,684.00	422,200.00	422,200.00	411,700.00	10,500.00-
Admin fee - Sewer	.00	173,200.00	173,200.00	178,200.00	5,000.00
Admin fee - Storm Water	259,800.00	271,500.00	271,500.00	255,800.00	15,700.00-
Admin fee - Sanitation	95,796.00	89,500.00	89,500.00	65,200.00	24,300.00-
Admin fee - RDA	130,596.00	177,500.00	177,500.00	145,700.00	31,800.00-
Admin fee - Streetlighting	33,504.00	.00	.00	19,400.00	19,400.00
Harvest Days activities	1,995.00	2,000.00	2,100.00	2,000.00	.00
Legal services - Holladay	160,000.00	.00	.00	.00	.00
CBC professional svcs lease	98,239.79	29,100.00	29,100.00	105,000.00	75,900.00
Total CHARGES FOR SERVICE:	2,088,986.38	1,657,200.00	1,843,100.00	1,704,200.00	47,000.00
FINES AND FORFEITURES					
Fines and forfeitures	1,245,512.58	1,300,000.00	1,350,000.00	1,325,000.00	25,000.00
Attorney fees recovered	4,519.81	5,000.00	6,500.00	6,000.00	1,000.00
Traffic school	7,700.00	7,500.00	13,000.00	12,000.00	4,500.00

Account Title	2013-14 Prior year Actual	2014-15 Current year Budget	2014-15 Current year Projections	2015-16 Future year Budget	FY 16 Budget over/(under) FY 15 Budget
Total FINES AND FORFEITURES:	1,257,732.39	1,312,500.00	1,369,500.00	1,343,000.00	30,500.00
MISCELLANEOUS REVENUE					
Interest revenue	17,514.71	18,000.00	8,500.00	15,000.00	3,000.00-
Interest on restricted funds	1,326.48	.00	.00	.00	.00
Proceeds from insurance	4,491.09	.00	500.00	500.00	500.00
Proceeds from sale of assets	246,012.63	5,000.00	5,000.00	35,000.00	30,000.00
Sundry revenues	26,445.19	15,000.00	85,000.00	25,000.00	10,000.00
Utah Local Govt Trust grant	33,141.86	21,700.00	20,000.00	10,000.00	11,700.00-
Total MISCELLANEOUS REVENUE:	328,931.96	59,700.00	119,000.00	85,500.00	25,800.00
CONTRIBUTIONS					
Transfer from RDA	300,000.00	25,000.00	25,000.00	.00	25,000.00-
Donations from private parties	4,500.00	2,500.00	2,500.00	2,500.00	.00
Contribution from Fund Balance	.00	798,300.00	342,700.00	.00	798,300.00-
Contrib Fund Bal Current	.00	.00	.00	1,020,800.00	1,020,800.00
Total CONTRIBUTIONS:	304,500.00	825,800.00	370,200.00	1,023,300.00	197,500.00
CITY COUNCIL					
Salaries	95,489.95	95,100.00	91,100.00	92,200.00	2,900.00-
Benefits	64,481.28	78,300.00	78,300.00	88,200.00	9,900.00
Car allowance	4,819.64	4,800.00	4,800.00	4,800.00	.00
Subscriptions and memberships	400.00	1,500.00	1,500.00	1,500.00	.00
Travel	3,914.16	2,500.00	2,000.00	2,500.00	.00
I.T. equipment	.00	600.00	600.00	2,600.00	2,000.00
Communications/telephone	380.90	500.00	500.00	500.00	.00
Professional services	54,999.92	36,500.00	36,500.00	21,500.00	15,000.00-
Education	3,444.04	3,500.00	2,500.00	3,500.00	.00
Miscellaneous supplies	439.46	1,000.00	500.00	500.00	500.00-
Miscellaneous services	114.24	500.00	500.00	500.00	.00

Account Title	2013-14 Prior year Actual	2014-15 Current year Budget	2014-15 Current year Projections	2015-16 Future year Budget	FY 16 Budget over/(under) FY 15 Budget
Total CITY COUNCIL:	228,483.59	224,800.00	218,800.00	218,300.00	6,500.00-
COURT					
Salaries	400,516.05	420,500.00	420,500.00	429,100.00	8,600.00
Overtime	360.46	500.00	500.00	500.00	.00
Part-time wages	10,244.57	25,000.00	35,000.00	42,000.00	17,000.00
Benefits	238,182.77	258,300.00	248,000.00	250,000.00	8,300.00-
Car allowance	1,506.12	1,500.00	1,500.00	1,500.00	.00
Subscriptions and memberships	1,033.14	600.00	600.00	600.00	.00
Travel	2,708.12	3,500.00	3,500.00	3,500.00	.00
Repairs/maintenance/supplies	2,020.64	1,500.00	1,000.00	1,500.00	.00
I.T. equipment	.00	7,900.00	7,900.00	8,000.00	100.00
Communications/telephone	380.90	500.00	500.00	500.00	.00
Warrants enforcement	35,741.00	55,000.00	48,000.00	55,000.00	.00
Judge pro tem fees	2,820.00	3,500.00	2,500.00	3,500.00	.00
Transport Fees	10,639.00	12,500.00	12,500.00	12,500.00	.00
Witness fees	721.50	500.00	500.00	500.00	.00
Bailiff fees	63,840.00	85,000.00	80,000.00	85,000.00	.00
Interpreter fees	6,506.64	6,000.00	7,000.00	6,000.00	.00
Jurors fees	356.36	500.00	2,000.00	2,000.00	1,500.00
Education	1,278.00	5,600.00	4,000.00	5,000.00	600.00-
Miscellaneous supplies	368.66	500.00	500.00	500.00	.00
Miscellaneous services	.00	500.00	500.00	500.00	.00
Total COURT:	779,223.93	889,400.00	876,500.00	907,700.00	18,300.00
GENERAL ADMINISTRATION					
Salaries	156,282.54	156,300.00	165,000.00	190,000.00	33,700.00
Part-time wages	.00	29,000.00	10,200.00	.00	29,000.00-
Benefits	41,394.82	47,100.00	47,100.00	62,600.00	15,500.00
Car allowance	3,012.24	3,000.00	3,000.00	3,000.00	.00
Subscriptions and memberships	.00	600.00	300.00	600.00	.00
Travel	464.04	1,500.00	1,500.00	1,500.00	.00

Account Title	2013-14 Prior year Actual	2014-15 Current year Budget	2014-15 Current year Projections	2015-16 Future year Budget	FY 16 Budget over/(under) FY 15 Budget
I.T. equipment	.00	1,300.00	1,300.00	900.00	400.00-
Communications/telephone	789.62	800.00	800.00	800.00	.00
Professional services	.00	2,000.00	2,000.00	7,000.00	5,000.00
Education	1,444.40	2,000.00	1,500.00	2,000.00	.00
Miscellaneous supplies	562.15	500.00	500.00	500.00	.00
Miscellaneous services	.00	500.00	2,000.00	500.00	.00
Total GENERAL ADMINISTRATION:	203,949.81	244,600.00	235,200.00	269,400.00	24,800.00
HUMAN RESOURCES					
Salaries	51,768.87	54,700.00	56,000.00	57,100.00	2,400.00
Benefits	33,003.77	35,600.00	35,000.00	36,400.00	800.00
Subscriptions and memberships	1,545.11	1,800.00	1,200.00	1,800.00	.00
Public notices - job postings	.00	15,000.00	15,000.00	15,000.00	.00
Travel	495.34	2,500.00	2,500.00	2,000.00	500.00-
Repairs/maintenance/supplies	.00	300.00	300.00	300.00	.00
I.T. equipment	.00	600.00	600.00	600.00	.00
Professional services	350.00	1,500.00	1,000.00	2,500.00	1,000.00
Education	1,148.00	3,500.00	1,500.00	2,500.00	1,000.00-
Miscellaneous supplies	1,112.07	1,000.00	500.00	1,000.00	.00
Miscellaneous services	.00	.00	.00	500.00	500.00
Total HUMAN RESOURCES:	89,423.16	116,500.00	113,600.00	119,700.00	3,200.00
INFORMATION TECHNOLOGY					
Salaries	181,394.49	187,100.00	191,500.00	195,800.00	8,700.00
Sal alloc from/(to) other dept	.00	16,000.00-	16,000.00-	20,000.00-	4,000.00-
Benefits	94,919.88	101,800.00	101,800.00	102,200.00	400.00
Car allowance	1,506.12	1,500.00	1,500.00	1,500.00	.00
Subscriptions and memberships	.00	500.00	500.00	500.00	.00
Travel	2,599.12	3,500.00	2,000.00	3,500.00	.00
Computer supplies	3,037.92	3,500.00	3,000.00	3,500.00	.00
I.T. equipment	.00	2,300.00	2,300.00	5,200.00	2,900.00
Internet and wireless	13,705.58	13,000.00	14,000.00	14,000.00	1,000.00

Account Title	2013-14 Prior year Actual	2014-15 Current year Budget	2014-15 Current year Projections	2015-16 Future year Budget	FY 16 Budget over/(under) FY 15 Budget
Communications/telephone	2,802.68	32,300.00	36,000.00	36,000.00	3,700.00
Professional services	14,646.65	26,400.00	15,000.00	25,000.00	1,400.00-
Education	1,860.20	9,500.00	9,500.00	9,500.00	.00
Computer equipment	21,657.45	54,000.00	54,000.00	10,000.00	44,000.00-
Network equipment	5,787.41	5,000.00	5,000.00	5,000.00	.00
Software	4,791.05	21,000.00	46,000.00	10,000.00	11,000.00-
Software support	88,182.25	92,000.00	92,000.00	102,000.00	10,000.00
Miscellaneous supplies	.00	.00	.00	500.00	500.00
Miscellaneous services	.00	.00	.00	500.00	500.00
Total INFORMATION TECHNOLOGY:	436,890.80	537,400.00	558,100.00	504,700.00	32,700.00-
ADMINISTRATIVE SERVICES					
Salaries	139,260.69	141,000.00	141,000.00	144,000.00	3,000.00
Benefits	37,319.71	38,600.00	40,000.00	41,000.00	2,400.00
Car allowance	3,012.24	3,000.00	3,000.00	3,000.00	.00
Subscriptions and memberships	900.00	600.00	400.00	600.00	.00
Travel	677.11	1,500.00	1,500.00	1,500.00	.00
Repairs/maintenance/supplies	194.07	200.00	.00	200.00	.00
I.T. equipment	.00	700.00	700.00	800.00	100.00
Communications/telephone	380.90	500.00	500.00	500.00	.00
Professional services	34,149.91	94,500.00	84,500.00	35,000.00	59,500.00-
Education	1,530.00	2,500.00	2,500.00	2,500.00	.00
Miscellaneous supplies	421.34	400.00	.00	500.00	100.00
Miscellaneous services	336.92	100.00	100.00	500.00	400.00
Total ADMINISTRATIVE SERVICES:	218,182.89	283,600.00	274,200.00	230,100.00	53,500.00-
FINANCE					
Salaries	191,412.38	163,500.00	166,100.00	174,000.00	10,500.00
Sal alloc from/(to) other dept	.00	23,300.00	23,300.00	22,400.00	900.00-
Benefits	96,260.29	89,400.00	83,000.00	76,000.00	13,400.00-
Subscriptions and memberships	904.00	1,000.00	1,000.00	1,000.00	.00
Travel	4,168.23	4,000.00	3,000.00	4,000.00	.00

Account Title	2013-14 Prior year Actual	2014-15 Current year Budget	2014-15 Current year Projections	2015-16 Future year Budget	FY 16 Budget over/(under) FY 15 Budget
Repairs/maintenance/supplies	79.18	2,000.00	2,800.00	2,000.00	.00
I.T. equipment	.00	2,500.00	2,500.00	3,300.00	800.00
Communications/telephone	380.90	500.00	500.00	500.00	.00
Professional services	20,520.00	25,000.00	25,000.00	25,000.00	.00
Education	2,309.20	4,000.00	3,500.00	4,000.00	.00
Miscellaneous supplies	.00	.00	1,000.00	500.00	500.00
Miscellaneous services	90.00	500.00	100.00	500.00	.00
Total FINANCE:	316,124.18	315,700.00	311,800.00	313,200.00	2,500.00-
RECORDER					
Salaries	141,874.87	147,300.00	148,200.00	149,800.00	2,500.00
Overtime	.00	.00	200.00	.00	.00
Benefits	60,947.31	65,900.00	65,500.00	67,500.00	1,600.00
Car allowance	1,506.12	1,500.00	1,500.00	1,500.00	.00
Subscriptions and memberships	1,222.02	2,000.00	1,500.00	2,000.00	.00
Public notices	27,397.39	15,000.00	15,000.00	15,000.00	.00
Public notices - elections	33,115.83	.00	.00	22,000.00	22,000.00
Travel	1,449.71	3,000.00	1,500.00	3,000.00	.00
Repairs/maintenance/supplies	.00	500.00	500.00	500.00	.00
I.T. equipment	.00	1,300.00	1,300.00	1,500.00	200.00
Communications/telephone	380.90	500.00	500.00	500.00	.00
Professional services	.00	1,000.00	1,000.00	6,000.00	5,000.00
Codification	4,146.70	7,000.00	3,000.00	5,000.00	2,000.00-
Education	1,717.00	3,000.00	2,000.00	3,000.00	.00
Miscellaneous supplies	120.95	500.00	500.00	500.00	.00
Miscellaneous services	.00	500.00	500.00	500.00	.00
Total RECORDER:	273,878.80	249,000.00	242,700.00	278,300.00	29,300.00
CITY ATTORNEY					
Salaries	355,574.61	.00	.00	.00	.00
Part-time wages	3,420.00	.00	.00	.00	.00
Benefits	141,521.16	35,000.00	36,000.00	.00	35,000.00-

Account Title	2013-14 Prior year Actual	2014-15 Current year Budget	2014-15 Current year Projections	2015-16 Future year Budget	FY 16 Budget over/(under) FY 15 Budget
Car allowance	1,506.12	.00	.00	.00	.00
Subscriptions and memberships	2,231.83	.00	.00	.00	.00
Travel	2,305.52	.00	.00	.00	.00
Repairs/maintenance/supplies	2,246.76	1,000.00	500.00	1,000.00	.00
I.T. equipment	.00	3,000.00	3,000.00	1,200.00	1,800.00-
Communications/telephone	1,008.72	1,200.00	.00	1,200.00	.00
Professional services	43,574.58	20,000.00	.00	20,000.00	.00
Contract legal services	.00	330,000.00	330,000.00	330,000.00	.00
Legal defenders	17,100.00	50,000.00	40,000.00	50,000.00	.00
Education	753.71	.00	800.00	.00	.00
Total CITY ATTORNEY:	571,243.01	440,200.00	410,300.00	403,400.00	36,800.00-
NON-DEPARTMENTAL					
Office supplies	42,954.88	60,000.00	57,000.00	57,000.00	3,000.00-
Postage	15,358.72	18,000.00	18,000.00	20,000.00	2,000.00
Bank charges	69,022.30	68,000.00	68,000.00	58,000.00	10,000.00-
Repairs/maintenance/supplies	44.00	.00	.00	.00	.00
Vehicle operating costs	5,499.96	700.00	700.00	700.00	.00
Insurance and surety	59,402.55	60,000.00	61,000.00	63,000.00	3,000.00
Trustee and bond related fees	3,250.00	2,500.00	3,000.00	5,000.00	2,500.00
Loss contingency	6,167.64	20,000.00	.00	20,000.00	.00
Miscellaneous supplies	11.41	.00	.00	500.00	500.00
Miscellaneous services	2,656.96	2,000.00	4,000.00	2,000.00	.00
Capital outlay	6,959.69	.00	.00	.00	.00
Fleet vehicle replacement	5,499.96	3,300.00	3,300.00	4,000.00	700.00
Debt service principal	550,000.00	565,000.00	565,000.00	605,000.00	40,000.00
Debt service interest	173,345.00	150,700.00	150,700.00	126,300.00	24,400.00-
Total NON-DEPARTMENTAL:	940,173.07	950,200.00	930,700.00	961,500.00	11,300.00
COMMUNITY/INTERGOV RELATIONS					
Salaries	79,225.09	79,900.00	79,000.00	80,400.00	500.00
Part-time wages	27,730.85	26,300.00	31,300.00	33,000.00	6,700.00

Account Title	2013-14 Prior year Actual	2014-15 Current year Budget	2014-15 Current year Projections	2015-16 Future year Budget	FY 16 Budget over/(under) FY 15 Budget
Benefits	37,349.22	44,900.00	39,800.00	41,000.00	3,900.00-
Subscriptions and memberships	15,737.39	20,000.00	20,000.00	20,000.00	.00
I.T. equipment	.00	.00	.00	1,200.00	1,200.00
Vehicle operating costs	3,600.00	19,600.00	19,600.00	19,200.00	400.00-
Communications/telephone	805.12	1,000.00	1,000.00	1,000.00	.00
City newsletter publication	.00	.00	.00	25,000.00	25,000.00
Public relations	1,723.04	3,500.00	.00	3,500.00	.00
Cinco De Mayo celebration	2,000.00	.00	.00	.00	.00
Grant to Boys & Girls Club	89,367.15	130,600.00	130,600.00	20,000.00	110,600.00-
Grant to Arts Council	11,000.00	21,000.00	21,000.00	21,000.00	.00
CDBG grants	131,420.53	8,400.00	8,400.00	.00	8,400.00-
Homeless services fund grant	9,787.00	10,000.00	10,000.00	10,000.00	.00
Grant to CBC	.00	48,700.00	48,700.00	48,700.00	.00
Miscellaneous supplies	398.98	1,000.00	.00	1,000.00	.00
Miscellaneous services	.00	1,000.00	1,000.00	1,000.00	.00
Senior Citizens miscellaneous	.00	100.00	.00	.00	100.00-
Recreation activities	4,000.00	4,000.00	4,000.00	4,000.00	.00
Volunteer appreciation	1,635.16	2,500.00	3,200.00	3,200.00	700.00
Fleet vehicle Replacement	2,300.04	1,000.00	1,000.00	2,900.00	1,900.00
Total COMMUNITY/INTERGOV RELATIONS:	418,079.57	423,500.00	418,600.00	336,100.00	87,400.00-
EMPLOYEE SERVICES					
Professional services	2,849.28	3,000.00	3,000.00	3,000.00	.00
Employee assistance program	.00	.00	500.00	.00	.00
Flex spending plan admin fee	2,655.85	3,000.00	3,000.00	3,000.00	.00
Drug screening services	1,555.00	1,500.00	1,500.00	1,500.00	.00
Education reimbursement	1,500.00	5,000.00	2,000.00	5,000.00	.00
Unemployment insurance	5,871.79	30,000.00	25,000.00	20,000.00	10,000.00-
Year-end accrual contingency	.00	2,000.00	.00	2,000.00	.00
Retirement Health Savings	.00	5,000.00	5,000.00	5,000.00	.00
Miscellaneous services	2,698.05	3,000.00	2,000.00	3,000.00	.00
Employee Association	11,434.78	14,000.00	14,000.00	14,000.00	.00

Account Title	2013-14 Prior year Actual	2014-15 Current year Budget	2014-15 Current year Projections	2015-16 Future year Budget	FY 16 Budget over/(under) FY 15 Budget
Employee recognition program	820.00	3,200.00	3,200.00	3,200.00	.00
Total EMPLOYEE SERVICES:	29,384.75	69,700.00	59,200.00	59,700.00	10,000.00-
HARVEST DAYS					
Permits	660.00	700.00	700.00	700.00	.00
Equipment	7,690.73	8,000.00	11,800.00	8,000.00	.00
Supplies and advertising	7,137.82	1,100.00	3,700.00	4,100.00	3,000.00
Entertainment	7,973.98	12,000.00	6,400.00	12,000.00	.00
Art show	619.49	700.00	.00	700.00	.00
Harvest Days parade	2,314.78	2,500.00	2,500.00	2,500.00	.00
Fireworks	12,000.00	12,000.00	12,000.00	12,000.00	.00
Harvest Days activities	6,857.71	8,000.00	1,800.00	8,000.00	.00
City float	2,500.00	17,000.00	16,000.00	2,000.00	15,000.00-
Youth Ambassador program	3,357.73	4,600.00	4,600.00	4,600.00	.00
Total HARVEST DAYS:	51,112.24	66,600.00	59,500.00	54,600.00	12,000.00-
BUILDING GROUNDS OPS & MNT					
Salaries	56,955.17	30,000.00	30,100.00	40,000.00	10,000.00
Overtime	273.67	700.00	500.00	500.00	200.00-
Benefits	44,838.87	26,600.00	20,000.00	30,000.00	3,400.00
Uniform allowance	731.32	800.00	800.00	800.00	.00
Repairs/maintenance/supplies	49,233.26	60,000.00	60,000.00	60,000.00	.00
Rental propery - Rep/maint/sup	1,100.00	2,000.00	500.00	.00	2,000.00-
Vehicle operating costs	2,499.96	3,600.00	3,600.00	3,400.00	200.00-
Equipment < \$5,000	6,053.45	10,000.00	5,000.00	5,000.00	5,000.00-
Electricity	67,876.62	66,000.00	75,000.00	75,000.00	9,000.00
Natural gas	30,087.61	32,500.00	37,000.00	37,000.00	4,500.00
Water/sewer	99,228.00	99,200.00	100,000.00	124,800.00	25,600.00
Communications/telephone	27,958.31	1,200.00	1,200.00	1,200.00	.00
Professional Services	.00	.00	.00	30,000.00	30,000.00
Education	.00	.00	3,000.00	500.00	500.00
Contract labor	26,508.73	74,500.00	55,000.00	60,000.00	14,500.00-

Account Title	2013-14 Prior year Actual	2014-15 Current year Budget	2014-15 Current year Projections	2015-16 Future year Budget	FY 16 Budget over/(under) FY 15 Budget
Insurance - property	28,339.26	45,000.00	36,000.00	45,000.00	.00
Miscellaneous supplies	18.96	.00	.00	500.00	500.00
Miscellaneous services	.00	.00	.00	500.00	500.00
Building improvements	.00	10,000.00	10,000.00	10,000.00	.00
Capital equipment	.00	.00	20,000.00	.00	.00
Fleet vehicle replacement	1,700.04	1,900.00	1,900.00	1,600.00	300.00-
Total BUILDING GROUNDS OPS & MNT:	443,403.23	464,000.00	459,600.00	525,800.00	61,800.00
PUBLIC SAFETY					
Salaries	24,482.25	50,800.00	54,400.00	56,000.00	5,200.00
Benefits	19,835.95	38,300.00	39,300.00	40,100.00	1,800.00
Dues and subscriptions	.00	500.00	500.00	500.00	.00
Travel	585.44	2,000.00	1,000.00	2,000.00	.00
Vehicle operating costs	.00	700.00	700.00	700.00	.00
Communications/telephone	709.67	1,000.00	1,000.00	1,000.00	.00
Professional services	.00	.00	.00	10,000.00	10,000.00
Public Safety dispatch	219,996.00	220,000.00	220,000.00	220,000.00	.00
Unifed Police Dept contract	5,621,999.00	5,964,500.00	5,958,900.00	6,070,000.00	105,500.00
Animal Control contract	98,460.00	103,400.00	103,400.00	122,000.00	18,600.00
Public Safety Grant passthroug	.00	18,800.00	18,800.00	.00	18,800.00-
SHSP grant expenditures	113.75-	.00	.00	.00	.00
Education	339.00	7,400.00	7,400.00	2,500.00	4,900.00-
Miscellaneous supplies	594.58	1,000.00	500.00	1,000.00	.00
Miscellaneous services	1,825.32	.00	.00	.00	.00
Equipment	19,355.50	13,600.00	13,600.00	2,000.00	11,600.00-
Fleet vehicle replacement	.00	2,400.00	2,400.00	4,700.00	2,300.00
Total PUBLIC SAFETY:	6,008,068.96	6,424,400.00	6,421,900.00	6,532,500.00	108,100.00
STREETS DEPARTMENT					
Salaries	172,845.27	169,500.00	189,000.00	175,000.00	5,500.00
Sal alloc from/(to) other dept	.00	.00	.00	65,200.00-	65,200.00-
Overtime	7,125.74	8,000.00	8,000.00	8,000.00	.00

Account Title	2013-14 Prior year Actual	2014-15 Current year Budget	2014-15 Current year Projections	2015-16 Future year Budget	FY 16 Budget over/(under) FY 15 Budget
Benefits	94,948.97	113,100.00	114,300.00	113,000.00	100.00-
Uniform allowance	2,003.21	2,400.00	2,400.00	3,400.00	1,000.00
Travel	.00	600.00	1,500.00	600.00	.00
Repairs/maintenance/supplies	5,976.16	7,500.00	7,500.00	7,500.00	.00
I.T. equipment	.00	600.00	600.00	600.00	.00
Vehicle operating costs	113,400.00	106,100.00	106,100.00	100,400.00	5,700.00-
Lease of PW space	.00	28,000.00	28,000.00	28,000.00	.00
Electricity - signals	6,606.67	8,000.00	5,000.00	6,000.00	2,000.00-
Communications/telephone	1,463.23	2,000.00	2,000.00	2,000.00	.00
Professional services	436.35	500.00	1,000.00	500.00	.00
Education	1,711.74	9,000.00	3,500.00	5,000.00	4,000.00-
Contract labor	.00	5,000.00	1,000.00	5,000.00	.00
Special highway support	82,819.46	20,000.00	15,000.00	20,000.00	.00
Signal maintenance	40,166.90	35,000.00	30,000.00	35,000.00	.00
Asphalt	323.06	6,400.00	12,000.00	12,000.00	5,600.00
Striping and painting	.00	14,000.00	1,000.00	10,000.00	4,000.00-
Salt	.00	10,000.00	6,500.00	10,000.00	.00
Signage	.00	12,000.00	7,000.00	7,000.00	5,000.00-
City Cleanup	.00	5,000.00	1,000.00	5,000.00	.00
Miscellaneous supplies	.00	1,000.00	.00	1,000.00	.00
Miscellaneous services	1,876.04	2,000.00	500.00	1,000.00	1,000.00-
Fleet vehicle replacement	92,499.96	88,700.00	88,700.00	46,800.00	41,900.00-
Other capital outlay	31,107.27	10,000.00	.00	5,000.00	5,000.00-
Total STREETS DEPARTMENT:	655,310.03	664,400.00	631,600.00	542,600.00	121,800.00-
GENERAL ENGINEERING					
Salaries	132,239.54	135,000.00	130,700.00	130,300.00	4,700.00-
Sal alloc from/(to) other dept	.00	93,800.00-	93,800.00-	93,200.00-	600.00
Benefits	36,453.25	40,300.00	38,600.00	39,200.00	1,100.00-
Subscriptions and memberships	475.00	600.00	600.00	600.00	.00
Travel	573.55	1,000.00	1,000.00	1,000.00	.00
I.T. equipment	.00	1,200.00	1,200.00	2,100.00	900.00
Vehicle operating costs	3,399.96	8,800.00	8,800.00	8,300.00	500.00-

Account Title	2013-14 Prior year Actual	2014-15 Current year Budget	2014-15 Current year Projections	2015-16 Future year Budget	FY 16 Budget over/(under) FY 15 Budget
Communications/telephone	1,681.18	1,600.00	1,600.00	1,600.00	.00
Professional services	22,889.50	30,000.00	25,000.00	25,000.00	5,000.00-
Education	1,500.74	2,000.00	1,500.00	2,000.00	.00
Engineering supplies	1,188.18	1,600.00	1,600.00	1,600.00	.00
Miscellaneous supplies	249.30	500.00	500.00	500.00	.00
Miscellaneous services	.00	500.00	500.00	500.00	.00
Fleet vehicle replacement	3,699.96	7,000.00	7,000.00	3,000.00	4,000.00-
Total GENERAL ENGINEERING:	204,350.16	136,300.00	124,800.00	122,500.00	13,800.00-
PUBLIC WORKS ADMINISTRATION					
Salaries	152,660.85	127,300.00	119,000.00	147,400.00	20,100.00
Sal alloc from/(to) other dept	.00	126,300.00-	126,300.00-	124,200.00-	2,100.00
Benefits	54,630.78	38,200.00	41,700.00	70,000.00	31,800.00
Subscriptions and memberships	630.00	1,000.00	500.00	1,000.00	.00
Travel	.00	1,000.00	1,000.00	1,000.00	.00
Repairs/maintenance/supplies	315.59	500.00	100.00	500.00	.00
I.T. equipment	.00	1,300.00	1,300.00	1,500.00	200.00
Communications/telephone	899.78	1,000.00	1,000.00	1,000.00	.00
Education	648.37	10,500.00	3,000.00	5,000.00	5,500.00-
Miscellaneous supplies	270.54	.00	.00	500.00	500.00
Miscellaneous services	.00	.00	500.00	500.00	500.00
Total PUBLIC WORKS ADMINISTRATION:	210,055.91	54,500.00	41,800.00	104,200.00	49,700.00
PARKS/CEMETERY					
Salaries	42,711.69	46,100.00	46,300.00	46,600.00	500.00
Overtime	506.16	500.00	500.00	500.00	.00
Part-time wages	.00	10,000.00	9,000.00	.00	10,000.00-
Benefits	12,295.66	13,300.00	14,600.00	14,000.00	700.00
Uniform allowance	689.02	1,200.00	1,200.00	1,200.00	.00
Subscriptions and memberships	.00	200.00	200.00	200.00	.00
Travel	.00	300.00	300.00	300.00	.00

Account Title	2013-14 Prior year Actual	2014-15 Current year Budget	2014-15 Current year Projections	2015-16 Future year Budget	FY 16 Budget over/(under) FY 15 Budget
Repairs/maintenance/supplies	16,932.36	23,500.00	25,000.00	25,000.00	1,500.00
Vehicle operating costs	12,600.00	16,400.00	16,400.00	15,500.00	900.00-
Equipment < \$5,000	3,254.98	8,000.00	5,000.00	5,000.00	3,000.00-
Electricity	3,577.78	3,600.00	3,600.00	3,600.00	.00
Gas	16.40	200.00	200.00	200.00	.00
Communications/telephone	827.41	1,000.00	1,000.00	1,000.00	.00
Special Cemetery project	.00	5,000.00	5,000.00	.00	5,000.00-
Education	190.00	2,300.00	1,000.00	1,000.00	1,300.00-
Contract labor	108,706.38	153,000.00	153,000.00	200,000.00	47,000.00
Miscellaneous supplies	.00	.00	.00	500.00	500.00
Miscellaneous services	172.55	1,000.00	.00	1,000.00	.00
Improvements other than bldgs	.00	14,000.00	13,000.00	35,000.00	21,000.00
Fleet vehicle replacement	9,800.04	7,200.00	7,200.00	5,200.00	2,000.00-
Total PARKS/CEMETERY:	212,280.43	306,800.00	302,500.00	355,800.00	49,000.00
PLANNING AND ZONING					
Salaries	140,514.48	157,400.00	159,000.00	160,900.00	3,500.00
Overtime	140.28	2,000.00	.00	1,000.00	1,000.00-
Benefits	61,651.08	73,300.00	73,000.00	75,300.00	2,000.00
Subscriptions and memberships	429.00	900.00	900.00	900.00	.00
Travel	.00	2,100.00	1,500.00	2,100.00	.00
Repairs/maintenance/supplies	232.00	500.00	500.00	500.00	.00
I.T. equipment	.00	2,500.00	2,500.00	1,500.00	1,000.00-
Communications/telephone	564.88	500.00	500.00	500.00	.00
Professional services	3,310.00	7,800.00	4,000.00	7,500.00	300.00-
Education	197.00	1,400.00	1,400.00	1,400.00	.00
Contract labor (interns)	.00	1,400.00	.00	1,400.00	.00
Special development projects	1,045.00	2,000.00	1,000.00	1,000.00	1,000.00-
Miscellaneous supplies	130.00	100.00	100.00	100.00	.00
Miscellaneous services	.00	.00	100.00	100.00	100.00
Office equipment	859.41	500.00	2,500.00	500.00	.00

Account Title	2013-14 Prior year Actual	2014-15 Current year Budget	2014-15 Current year Projections	2015-16 Future year Budget	FY 16 Budget over/(under) FY 15 Budget
Total PLANNING AND ZONING:	209,073.13	252,400.00	247,000.00	254,700.00	2,300.00
DEV SVCS ADMINISTRATION					
Salaries	307,589.94	299,500.00	301,800.00	312,000.00	12,500.00
Overtime	.00	400.00	.00	500.00	100.00
Benefits	110,691.19	114,700.00	112,000.00	118,000.00	3,300.00
Car allowance	4,518.36	5,000.00	5,000.00	5,000.00	.00
Subscriptions and memberships	3,250.00	5,200.00	3,000.00	5,200.00	.00
Travel	1,420.44	3,100.00	1,000.00	3,100.00	.00
I.T. equipment	.00	3,200.00	3,200.00	4,200.00	1,000.00
Vehicle operating costs	3,099.96	13,400.00	13,400.00	12,700.00	700.00-
Communications/telephone	1,142.70	1,200.00	1,200.00	1,200.00	.00
Professional services	10,957.16	10,000.00	5,000.00	20,000.00	10,000.00
Education	928.95	1,500.00	1,000.00	1,500.00	.00
Special development projects	10,854.34	12,000.00	5,000.00	12,000.00	.00
Economic development promotion	989.25	12,000.00	5,000.00	12,000.00	.00
Miscellaneous supplies	873.99	500.00	500.00	500.00	.00
Miscellaneous services	.00	.00	100.00	100.00	100.00
Office equipment	1,027.41	500.00	800.00	500.00	.00
Fleet vehicle replacement	8,199.96	8,900.00	8,900.00	.00	8,900.00-
Total DEV SVCS ADMINISTRATION:	465,543.65	491,100.00	466,900.00	508,500.00	17,400.00
CODE ENFORCEMENT					
Salaries	87,377.00	86,800.00	83,600.00	85,600.00	1,200.00-
Benefits	53,651.69	58,200.00	60,000.00	61,000.00	2,800.00
Uniform allowance	583.50	600.00	600.00	600.00	.00
Subscriptions and memberships	65.00	300.00	300.00	300.00	.00
Travel	289.48	500.00	500.00	500.00	.00
I.T. equipment	.00	1,200.00	1,200.00	1,800.00	600.00
Vehicle operating costs	4,599.96	12,200.00	12,200.00	11,500.00	700.00-
Communications/telephone	1,409.87	1,600.00	1,600.00	1,600.00	.00
Professional services	6,737.86	7,000.00	2,600.00	5,000.00	2,000.00-

Account Title	2013-14 Prior year Actual	2014-15 Current year Budget	2014-15 Current year Projections	2015-16 Future year Budget	FY 16 Budget over/(under) FY 15 Budget
Education	195.00	1,000.00	500.00	1,000.00	.00
Miscellaneous supplies	770.55	2,000.00	2,000.00	2,000.00	.00
Fleet vehicle replacement	4,200.00	5,600.00	5,600.00	2,400.00	3,200.00-
Total CODE ENFORCEMENT:	159,879.91	177,000.00	170,700.00	173,300.00	3,700.00-
BUSINESS LICENSES					
Salaries	38,853.33	40,800.00	33,300.00	34,000.00	6,800.00-
Benefits	10,096.79	24,200.00	23,000.00	23,600.00	600.00-
Subscriptions and memberships	50.00	200.00	200.00	200.00	.00
Travel	165.96	600.00	600.00	600.00	.00
I.T. equipment	.00	600.00	600.00	600.00	.00
Education	150.00	400.00	400.00	400.00	.00
Miscellaneous supplies	.00	200.00	200.00	200.00	.00
Total BUSINESS LICENSES:	49,316.08	67,000.00	58,300.00	59,600.00	7,400.00-
BUILDING INSPECTION					
Salaries	220,316.08	193,300.00	189,900.00	193,800.00	500.00
Overtime	5,394.02	2,000.00	2,000.00	2,000.00	.00
Benefits	109,680.51	114,200.00	112,000.00	114,200.00	.00
Uniform allowance	834.70	1,000.00	1,000.00	1,000.00	.00
Subscriptions and memberships	391.00	1,200.00	500.00	1,200.00	.00
Travel	.00	1,200.00	1,200.00	1,200.00	.00
Repairs/maintenance/supplies	1,294.23	2,000.00	1,500.00	2,000.00	.00
I.T. equipment	.00	1,800.00	1,800.00	1,800.00	.00
Vehicle operating costs	5,199.96	7,400.00	7,400.00	7,000.00	400.00-
Communications/telephone	3,819.03	3,000.00	3,000.00	3,000.00	.00
Professional services	26,557.51	20,000.00	12,000.00	15,000.00	5,000.00-
Education	2,181.95	3,700.00	1,000.00	3,700.00	.00
Miscellaneous supplies	602.27	1,000.00	500.00	1,000.00	.00
Miscellaneous services	.00	.00	.00	500.00	500.00
Fleet vehicle replacement	5,600.04	11,700.00	11,700.00	3,300.00	8,400.00-

Account Title	2013-14 Prior year Actual	2014-15 Current year Budget	2014-15 Current year Projections	2015-16 Future year Budget	FY 16 Budget over/(under) FY 15 Budget
Total BUILDING INSPECTION:	381,871.30	363,500.00	345,500.00	350,700.00	12,800.00-
CONTRIBUTIONS					
Contrib To CIP - B&C Road Fund	500,000.00	500,000.00	500,000.00	500,000.00	.00
Contribution To CIP - other	.00	634,000.00	609,000.00	120,000.00	514,000.00-
Contribution to CIP - General	30,000.00	.00	.00	.00	.00
Contribution to CIP - Caselle	91,000.00	.00	.00	.00	.00
Contribution to CIP - Safe Sid	50,000.00	.00	.00	.00	.00
Contribution to CIP - Curb Gut	25,000.00	.00	.00	.00	.00
Contribution to CIP - 7200 S i	1,500,000.00	.00	.00	.00	.00
Contributions to CIP - FOE Bui	168,500.00	.00	.00	.00	.00
Contribution to CIP - Holden	.00	300,000.00	300,000.00	.00	300,000.00-
Contrib to CIP - Amphitheater	24,020.49	30,000.00	30,000.00	.00	30,000.00-
Pass Through CDBG to CIP	.00	268,900.00	268,900.00	214,800.00	54,100.00-
Transfer to RDA	85,063.00	.00	.00	.00	.00
Contrib To MBA	423,100.00	.00	.00	259,300.00	259,300.00
Contribution To Fleet Fund	.00	30,800.00	30,800.00	.00	30,800.00-
Transfer to Telecomm Fund	800,000.00	925,000.00	925,000.00	877,500.00	47,500.00-
Transfer to Telecommunications	125,000.00	.00	.00	.00	.00
Contrib to Street Lighting	.00	175,000.00	175,000.00	.00	175,000.00-
Total CONTRIBUTIONS:	3,821,683.49	2,863,700.00	2,838,700.00	1,971,600.00	892,100.00-
GENERAL FUND Revenue Total:	17,372,734.91	17,076,300.00	16,818,500.00	16,158,500.00	917,800.00-
GENERAL FUND Expenditure Total:	17,376,986.08	17,076,300.00	16,818,500.00	16,158,500.00	917,800.00-
Net Total GENERAL FUND:	4,251.17-	.00	.00	.00	.00

Account Title	2013-14 Prior year Actual	2014-15 Current year Budget	2014-15 Current year Projections	2015-16 Future year Budget	FY 16 Budget over/(under) FY 15 Budget
CAPITAL PROJECTS FUND					
MISCELLANEOUS REVENUE					
Interest Earnings	10,235.05	.00	21,100.00	14,400.00	14,400.00
FHWA grant	.00	130,000.00	130,000.00	.00	130,000.00-
Total MISCELLANEOUS REVENUE:	10,235.05	130,000.00	151,100.00	14,400.00	115,600.00-
CONTRIBUTIONS					
Transfer from GF	.00	1,100,000.00	1,075,000.00	20,000.00	1,080,000.00-
Transfer from GF - General Pla	30,000.00	.00	.00	.00	.00
Transfer from GF - Caselle	91,000.00	.00	.00	.00	.00
Transfer from GF - Safe Sidewa	50,000.00	.00	.00	50,000.00	50,000.00
Transfer from GF - Curb & Gutt	25,000.00	.00	.00	50,000.00	50,000.00
Transfer from GF - State appro	1,500,000.00	34,000.00	34,000.00	.00	34,000.00-
Transfer from GF - FOE buildin	168,500.00	.00	.00	.00	.00
Transfer from GF - Holden St i	48,200.00	300,000.00	300,000.00	.00	300,000.00-
Transfer from GF - Amphitheatr	24,020.49	30,000.00	30,000.00	.00	30,000.00-
Transfer from GF - B&C Road	500,000.00	.00	.00	500,000.00	500,000.00
Transfer from GF - CDBG	.00	268,900.00	268,900.00	214,800.00	54,100.00-
Transfer from RDA	20,000.00	.00	.00	.00	.00
Transfer from MBA	160,000.00	60,000.00	60,000.00	.00	60,000.00-
Contrib - Fund Balance	.00	2,830,500.00	2,857,900.00	.00	2,830,500.00-
Total CONTRIBUTIONS:	2,616,720.49	4,623,400.00	4,625,800.00	834,800.00	3,788,600.00-
CAPITAL IMPROVEMENT PROJECTS					
7200 S. Interchange Improvemen	7,619.43	1,991,000.00	1,991,000.00	.00	1,991,000.00-
Curb & Gutter Replacement	25,000.00	50,000.00	50,000.00	50,000.00	.00
Traffic Calming program	.00	16,100.00	16,100.00	.00	16,100.00-
General Plan Update	.00	80,000.00	80,000.00	.00	80,000.00-
Oak Street (CDBG)	.00	293,900.00	293,900.00	.00	293,900.00-
IT - SIRE DMS	36,765.00	25,000.00	9,000.00	.00	25,000.00-
Midvale City Park improvements	71,038.40	534,000.00	570,000.00	.00	534,000.00-

Account Title	2013-14 Prior year Actual	2014-15 Current year Budget	2014-15 Current year Projections	2015-16 Future year Budget	FY 16 Budget over/(under) FY 15 Budget
Union Park Gateway	500,000.00	.00	.00	.00	.00
Larchwood & 7th E. curb/gutter	.00	20,000.00	20,000.00	.00	20,000.00-
PD improvements/equipment	11,408.86	38,700.00	38,700.00	20,000.00	18,700.00-
Amphitheatre improvement study	44,040.97	60,000.00	60,000.00	.00	60,000.00-
FOE Building purchase	175,320.00	.00	.00	.00	.00
Holden Street improvements	.00	330,000.00	330,000.00	.00	330,000.00-
Splash Pad	.00	450,000.00	450,000.00	.00	450,000.00-
Lennox Street (CDBG)	.00	.00	.00	164,800.00	164,800.00
CBC Clinic remodel	.00	.00	.00	50,000.00	50,000.00
Municipal software system	63,740.00	57,300.00	60,800.00	.00	57,300.00-
State Street lightpole enhance	.00	30,200.00	30,200.00	.00	30,200.00-
Pavement Management	477,407.02	523,000.00	523,000.00	500,000.00	23,000.00-
Pedestrian improvements	15,266.51	74,200.00	74,200.00	.00	74,200.00-
Safe Sidewalks program	49,820.30	50,000.00	50,000.00	50,000.00	.00
Bingham Junction Blvd (federal)	.00	130,000.00	130,000.00	.00	130,000.00-
Unallocated Funds	.00	.00	.00	14,400.00	14,400.00
Total CAPITAL IMPROVEMENT PROJECTS:	1,477,426.49	4,753,400.00	4,776,900.00	849,200.00	3,904,200.00-
CAPITAL PROJECTS FUND Revenue Total:	2,626,955.54	4,753,400.00	4,776,900.00	849,200.00	3,904,200.00-
CAPITAL PROJECTS FUND Expenditure Total:	1,477,426.49	4,753,400.00	4,776,900.00	849,200.00	3,904,200.00-
Net Total CAPITAL PROJECTS FUND:	1,149,529.05	.00	.00	.00	.00

Account Title	2013-14 Prior year Actual	2014-15 Current year Budget	2014-15 Current year Projections	2015-16 Future year Budget	FY 16 Budget over/(under) FY 15 Budget
UTILITIES FUND - WATER					
MISCELLANEOUS REVENUE					
Interest Revenue	22,827.14	11,000.00	29,000.00	13,000.00	2,000.00
Interest revenue/bond proceeds	4,012.55	2,000.00	3,000.00	.00	2,000.00-
Miscellaneous	937.11-	.00	1,000.00	1,000.00	1,000.00
Bond premium amortization	9,222.00	.00	.00	.00	.00
Total MISCELLANEOUS REVENUE:	35,124.58	13,000.00	33,000.00	14,000.00	1,000.00
CHARGES FOR SERVICE					
Water user charges	3,893,406.81	4,226,300.00	4,000,000.00	4,000,000.00	226,300.00-
Sewer user charges	1,277,764.33	.00	.00	.00	.00
Hydrant rental	6,300.00	5,000.00	5,000.00	5,000.00	.00
Water connection fees	230,800.00	75,000.00	230,000.00	100,000.00	25,000.00
Sewer connection fees	177,700.00	.00	.00	.00	.00
Reconnection fees	20,130.00	19,500.00	5,000.00	20,000.00	500.00
Service charges	51,288.53	36,600.00	57,000.00	57,000.00	20,400.00
Write-offs	1,558.50	3,000.00-	.00	3,000.00-	.00
Total CHARGES FOR SERVICE:	5,658,948.17	4,359,400.00	4,297,000.00	4,179,000.00	180,400.00-
CONTRIBUTIONS					
IRS BABS debt svc subsidy	116,744.12	115,800.00	117,600.00	117,600.00	1,800.00
Contrib Fund Bal	.00	800,000.00	.00	337,500.00	462,500.00-
Contrib FB - bond funds	.00	1,072,200.00	.00	.00	1,072,200.00-
Contribution from fund balance	.00	3,019,100.00	1,586,200.00	.00	3,019,100.00-
Total CONTRIBUTIONS:	116,744.12	5,007,100.00	1,703,800.00	455,100.00	4,552,000.00-
WATER EXPENDITURES					
Salaries	509,683.56	494,500.00	454,600.00	522,300.00	27,800.00
Salary alloc to other funds	233,976.00-	94,700.00-	94,700.00-	108,700.00-	14,000.00-
Overtime	13,205.57	13,000.00	9,700.00	10,000.00	3,000.00-

Account Title	2013-14 Prior year Actual	2014-15 Current year Budget	2014-15 Current year Projections	2015-16 Future year Budget	FY 16 Budget over/(under) FY 15 Budget
Benefits	377,444.54	328,500.00	281,000.00	306,700.00	21,800.00-
Uniform allowance	5,888.59	5,000.00	5,000.00	6,000.00	1,000.00
Subscriptions and memberships	1,163.00	1,000.00	2,000.00	2,000.00	1,000.00
Travel	1,205.68	4,000.00	3,000.00	3,000.00	1,000.00-
Postage	17,968.43	13,500.00	15,000.00	15,000.00	1,500.00
Equip/Bldg- repairs/maint	26,203.46	15,000.00	25,000.00	15,000.00	.00
I.T. ISF Charge	.00	2,900.00	2,900.00	5,900.00	3,000.00
Vehicle operating costs	75,230.04	115,800.00	115,800.00	108,900.00	6,900.00-
Equipment < \$5,000	4,646.73	14,000.00	.00	15,000.00	1,000.00
Lease of PW space	.00	14,000.00	14,000.00	14,000.00	.00
Electricity	192,558.21	220,000.00	227,700.00	230,000.00	10,000.00
Natural gas	264.36	500.00	.00	.00	500.00-
Communications/telephone	7,411.62	8,000.00	8,000.00	8,000.00	.00
Professional Services	19,907.70	20,000.00	30,000.00	30,000.00	10,000.00
Administrative Charge	503,616.00	422,200.00	422,200.00	411,700.00	10,500.00-
Education/training	7,389.42	17,000.00	8,000.00	8,000.00	9,000.00-
Water sampling	15,044.00	18,000.00	22,000.00	22,000.00	4,000.00
Backflow testing	.00	.00	.00	25,000.00	25,000.00
Well equipment and maintenance	4,767.62	15,000.00	15,000.00	15,000.00	.00
Fluoridation system maint	14,666.79	15,000.00	10,000.00	10,000.00	5,000.00-
Med/safety equipment	.00	.00	300.00	6,000.00	6,000.00
System maint/repair/supplies	2,053.92	24,000.00	40,000.00	30,000.00	6,000.00
Water for Resale	713,597.32	790,000.00	740,000.00	885,500.00	95,500.00
Damage Contingency	2,500.00	5,000.00	.00	5,000.00	.00
Water Meters and supplies	1,041.52	52,000.00	50,000.00	52,000.00	.00
Misc. Services	9,688.79	12,000.00	5,000.00	5,000.00	7,000.00-
Fleet Vehicle Replacement	50,799.96	62,300.00	62,300.00	35,800.00	26,500.00-
Water line replacement/maint	1,619.93	75,800.00	75,800.00	75,800.00	.00
Automated meter system	.00	600,000.00	400,000.00	.00	600,000.00-
FY 2013 capital projects	.00	.00	6,600.00	.00	.00
FY 2014 Capital Projects	.00	1,580,000.00	1,580,000.00	.00	1,580,000.00-
FY 2016 capital projects	.00	.00	.00	500,000.00	500,000.00
Depreciation expense	889,406.71	.00	.00	.00	.00
Debt Service - principal	.00	740,000.00	708,800.00	736,200.00	3,800.00-

Account Title	2013-14 Prior year Actual	2014-15 Current year Budget	2014-15 Current year Projections	2015-16 Future year Budget	FY 16 Budget over/(under) FY 15 Budget
Debt service - interest	645,323.52	635,500.00	667,200.00	642,000.00	6,500.00
Contribution to MBA	47,500.00	.00	.00	.00	.00
Transfer to Fleet Fund	.00	121,600.00	121,600.00	.00	121,600.00-
Transfer to RDA	.00	3,019,100.00	.00	.00	3,019,100.00-
Total WATER EXPENDITURES:	3,927,820.99	9,379,500.00	6,033,800.00	4,648,100.00	4,731,400.00-
SEWER EXPENDITURES					
Salary alloc from other funds	179,532.00	.00	.00	.00	.00
Uniform allowance	377.45	.00	.00	.00	.00
Subscriptions and memberships	675.00	.00	.00	.00	.00
Maintenance/repairs/supplies	3,710.14	.00	.00	.00	.00
Vehicle operating costs	29,300.04	.00	.00	.00	.00
Equipment < \$5,000	884.98	.00	.00	.00	.00
Electricity	6,597.44	.00	.00	.00	.00
Communications/Telephone	590.60	.00	.00	.00	.00
Professional Services	2,386.66	.00	.00	.00	.00
Administrative charge	192,216.00	.00	.00	.00	.00
Education	1,750.00	.00	.00	.00	.00
System maint/rep/supplies	5,846.91	.00	.00	.00	.00
Sewer operations (SVWRF)	414,639.82	.00	.00	.00	.00
Miscellaneous Services	200.00	.00	.00	.00	.00
Fleet vehicle replacement	19,700.04	.00	.00	.00	.00
Capital contribution SVWRF	274,944.01	.00	.00	.00	.00
Depreciation expense	86,035.52	.00	.00	.00	.00
Debt service interest	80,343.50	.00	.00	.00	.00
Total SEWER EXPENDITURES:	1,299,730.11	.00	.00	.00	.00
UTILITIES FUND - WATER Revenue Total:	5,810,816.87	9,379,500.00	6,033,800.00	4,648,100.00	4,731,400.00-
UTILITIES FUND - WATER Expenditure Total:	5,227,551.10	9,379,500.00	6,033,800.00	4,648,100.00	4,731,400.00-

Account Title	2013-14 Prior year Actual	2014-15 Current year Budget	2014-15 Current year Projections	2015-16 Future year Budget	FY 16 Budget over/(under) FY 15 Budget
Net Total UTILITIES FUND - WATER:	583,265.77	.00	.00	.00	.00

Account Title	2013-14 Prior year Actual	2014-15 Current year Budget	2014-15 Current year Projections	2015-16 Future year Budget	FY 16 Budget over/(under) FY 15 Budget
UTILITIES FUND - SEWER					
MISCELLANEOUS REVENUE					
Interest Revenue	.00	5,800.00	5,800.00	5,800.00	.00
Miscellaneous	.00	.00	11,100.00	.00	.00
Total MISCELLANEOUS REVENUE:	.00	5,800.00	16,900.00	5,800.00	.00
CHARGES FOR SERVICE					
Sewer User Charges	.00	1,420,500.00	1,451,600.00	1,577,500.00	157,000.00
Sewer Connection Fee	.00	25,000.00	40,000.00	25,000.00	.00
Service Charges	.00	14,200.00	12,000.00	12,000.00	2,200.00-
Write-offs	.00	3,000.00-	.00	3,000.00-	.00
Total CHARGES FOR SERVICE:	.00	1,456,700.00	1,503,600.00	1,611,500.00	154,800.00
CONTRIBUTIONS					
Contrib Fund Bal	.00	203,200.00	121,800.00	229,500.00	26,300.00
Total CONTRIBUTIONS:	.00	203,200.00	121,800.00	229,500.00	26,300.00
SEWER EXPENDITURES					
Salaries - full time	.00	66,300.00	64,000.00	69,800.00	3,500.00
Salary alloc from other funds	.00	139,200.00	139,200.00	145,600.00	6,400.00
Overtime	.00	2,000.00	2,000.00	2,000.00	.00
Benefits	.00	64,300.00	50,000.00	56,500.00	7,800.00-
Uniform allowance	.00	500.00	1,000.00	1,000.00	500.00
Subscriptions and memberships	.00	1,000.00	500.00	1,000.00	.00
Travel	.00	1,000.00	500.00	500.00	500.00-
Postage	.00	5,400.00	9,800.00	10,000.00	4,600.00
Maintenance/repairs/supplies	.00	3,800.00	4,500.00	5,000.00	1,200.00
Vehicle operating costs	.00	33,100.00	33,100.00	31,300.00	1,800.00-
Equipment < \$5,000	.00	1,000.00	1,000.00	1,000.00	.00
Lease of PW space	.00	42,000.00	42,000.00	42,000.00	.00

Account Title	2013-14 Prior year Actual	2014-15 Current year Budget	2014-15 Current year Projections	2015-16 Future year Budget	FY 16 Budget over/(under) FY 15 Budget
Electricity	.00	7,000.00	7,000.00	7,000.00	.00
Communications/Telephone	.00	800.00	800.00	800.00	.00
Professional Services	.00	5,000.00	5,000.00	25,000.00	20,000.00
Administrative charge	.00	173,200.00	173,200.00	178,200.00	5,000.00
Education	.00	9,800.00	5,000.00	5,000.00	4,800.00-
System maint/rep/supplies	.00	10,000.00	5,000.00	10,000.00	.00
Sewer operations (SVWRF)	.00	841,600.00	841,600.00	841,600.00	.00
Damage contingency	.00	1,000.00	.00	.00	1,000.00-
Miscellaneous Services	.00	500.00	500.00	500.00	.00
Fleet vehicle replacement	.00	49,500.00	49,500.00	106,200.00	56,700.00
Sewer line replacement	.00	10,000.00	10,000.00	10,000.00	.00
Infrastructure maintenance	.00	.00	.00	100,000.00	100,000.00
Debt service principal	.00	88,000.00	119,200.00	122,800.00	34,800.00
Debt service interest	.00	109,700.00	77,900.00	74,000.00	35,700.00-
Total SEWER EXPENDITURES:	.00	1,665,700.00	1,642,300.00	1,846,800.00	181,100.00
UTILITIES FUND - SEWER Revenue Total:	.00	1,665,700.00	1,642,300.00	1,846,800.00	181,100.00
UTILITIES FUND - SEWER Expenditure Total:	.00	1,665,700.00	1,642,300.00	1,846,800.00	181,100.00
Net Total UTILITIES FUND - SEWER:	.00	.00	.00	.00	.00

Account Title	2013-14 Prior year Actual	2014-15 Current year Budget	2014-15 Current year Projections	2015-16 Future year Budget	FY 16 Budget over/(under) FY 15 Budget
STORM WATER UTILITY					
MISCELLANEOUS REVENUE					
Interest Revenue	451.21	.00	5,000.00	5,000.00	5,000.00
Interest rev - bond proceeds	10,940.03	3,000.00	15,000.00	10,000.00	7,000.00
Building lease revenue	.00	84,000.00	84,000.00	84,000.00	.00
Total MISCELLANEOUS REVENUE:	11,391.24	87,000.00	104,000.00	99,000.00	12,000.00
CHARGES FOR SERVICE					
User Fees	1,030,112.21	1,544,000.00	1,551,000.00	1,551,000.00	7,000.00
Service fees/late charges	5,210.49	6,200.00	15,000.00	6,200.00	.00
Union Jordan Canal maintenance	10,939.72	12,000.00	12,000.00	11,000.00	1,000.00-
Write-offs	3,690.84-	6,800.00-	5,000.00-	5,000.00-	1,800.00
Total CHARGES FOR SERVICE:	1,042,571.58	1,555,400.00	1,573,000.00	1,563,200.00	7,800.00
CONTRIBUTIONS					
Contribution from Fund Balance	.00	3,922,400.00	3,887,300.00	31,600.00	3,890,800.00-
Total CONTRIBUTIONS:	.00	3,922,400.00	3,887,300.00	31,600.00	3,890,800.00-
STORM WATER EXPENDITURES					
Salaries	241,525.03	242,600.00	241,500.00	250,300.00	7,700.00
Salary alloc from other funds	65,124.00	126,200.00	126,200.00	191,500.00	65,300.00
Overtime	13,039.32	10,000.00	10,000.00	10,000.00	.00
Benefits	144,977.43	153,600.00	151,700.00	160,800.00	7,200.00
Uniform allowance	2,053.89	1,600.00	3,000.00	3,000.00	1,400.00
Subscriptions and memberships	314.00	400.00	500.00	500.00	100.00
Travel	968.18	1,200.00	1,000.00	1,000.00	200.00-
Postage	13,476.34	12,200.00	13,700.00	14,000.00	1,800.00
Equipment, supplies & maint	9,041.78	11,500.00	15,000.00	12,000.00	500.00
I.T. ISF Charge	.00	1,800.00	1,800.00	2,000.00	200.00
Vehicle operating costs	68,199.96	28,900.00	28,900.00	27,300.00	1,600.00-

Account Title	2013-14 Prior year Actual	2014-15 Current year Budget	2014-15 Current year Projections	2015-16 Future year Budget	FY 16 Budget over/(under) FY 15 Budget
Communications/Telephone	3,209.86	3,000.00	3,000.00	3,000.00	.00
Professional Services	54,314.80	25,000.00	10,000.00	25,000.00	.00
Administrative Charges	259,800.00	271,500.00	271,500.00	255,800.00	15,700.00-
Education	1,324.80	9,200.00	3,000.00	3,000.00	6,200.00-
Special equipment	.00	.00	.00	10,000.00	10,000.00
Union Jordan Canal maintenance	.00	2,000.00	2,000.00	2,000.00	.00
Waste disposal fees	10,937.91	13,000.00	12,000.00	13,000.00	.00
Miscellaneous Services	2,191.92	100.00	100.00	100.00	.00
Depreciation	94,683.55	.00	.00	.00	.00
Vehicle Replacement	77,799.96	85,900.00	85,900.00	112,500.00	26,600.00
Other capital outlay	.00	15,000.00	15,000.00	.00	15,000.00-
County Storm Drain project	.00	15,000.00	15,000.00	15,000.00	.00
Murray Winchester project	242,000.00	.00	.00	.00	.00
Building remodel	.00	1,768,000.00	1,768,000.00	.00	1,768,000.00-
Other capital outlay	.00	.00	5,000.00	150,000.00	150,000.00
Series 2014 projects	.00	2,450,900.00	2,450,900.00	.00	2,450,900.00-
Debt service principal	.00	143,000.00	143,000.00	300,000.00	157,000.00
Debt service interest	61,981.86	111,900.00	125,300.00	132,000.00	20,100.00
Contributions to Fleet Fund	.00	61,300.00	61,300.00	.00	61,300.00-
Contribution to MBA	136,200.00	.00	.00	.00	.00
Total STORM WATER EXPENDITURES:	1,503,164.59	5,564,800.00	5,564,300.00	1,693,800.00	3,871,000.00-
STORM WATER UTILITY Revenue Total:	1,053,962.82	5,564,800.00	5,564,300.00	1,693,800.00	3,871,000.00-
STORM WATER UTILITY Expenditure Total:	1,503,164.59	5,564,800.00	5,564,300.00	1,693,800.00	3,871,000.00-
Net Total STORM WATER UTILITY:	449,201.77-	.00	.00	.00	.00

Account Title	2013-14 Prior year Actual	2014-15 Current year Budget	2014-15 Current year Projections	2015-16 Future year Budget	FY 16 Budget over/(under) FY 15 Budget
STREET LIGHTING FUND					
MISCELLANEOUS REVENUE					
Interest Revenue	1,156.39	1,000.00	2,000.00	2,000.00	1,000.00
Proceeds from Insurance	1,278.89	.00	1,300.00	.00	.00
Total MISCELLANEOUS REVENUE:	2,435.28	1,000.00	3,300.00	2,000.00	1,000.00
CHARGES FOR SERVICE					
User Fees	239,401.01	240,000.00	245,000.00	371,900.00	131,900.00
Service fees/late charges	2,031.40	2,000.00	3,500.00	3,500.00	1,500.00
Write-offs	65.00	500.00-	500.00-	500.00	1,000.00
Total CHARGES FOR SERVICE:	241,497.41	241,500.00	248,000.00	375,900.00	134,400.00
CONTRIBUTIONS					
Contribution from General Fund	.00	175,000.00	175,000.00	.00	175,000.00-
Contribution from Fund Balance	.00	37,400.00	9,600.00	270,100.00	232,700.00
Total CONTRIBUTIONS:	.00	212,400.00	184,600.00	270,100.00	57,700.00
STREET LIGHTING EXPENDITURES					
Salary alloc from other funds	6,672.00	4,300.00	4,300.00	5,700.00	1,400.00
Postage	14,037.85	13,000.00	13,000.00	14,000.00	1,000.00
Equipment, supplies & maint	34,022.65	80,000.00	70,000.00	70,000.00	10,000.00-
Electricity	69,970.43	70,000.00	61,000.00	55,000.00	15,000.00-
Administrative charge	33,504.00	.00	.00	19,400.00	19,400.00
Insurance/Surety Bonds	2,585.40	2,600.00	2,600.00	2,600.00	.00
Transfer to MBA	.00	285,000.00	285,000.00	481,300.00	196,300.00
Total STREET LIGHTING EXPENDITURES:	160,792.33	454,900.00	435,900.00	648,000.00	193,100.00
STREET LIGHTING FUND Revenue Total:	243,932.69	454,900.00	435,900.00	648,000.00	193,100.00

Account Title	2013-14 Prior year Actual	2014-15 Current year Budget	2014-15 Current year Projections	2015-16 Future year Budget	FY 16 Budget over/(under) FY 15 Budget
STREET LIGHTING FUND Expenditure Total:	160,792.33	454,900.00	435,900.00	648,000.00	193,100.00
Net Total STREET LIGHTING FUND:	83,140.36	.00	.00	.00	.00

Account Title	2013-14 Prior year Actual	2014-15 Current year Budget	2014-15 Current year Projections	2015-16 Future year Budget	FY 16 Budget over/(under) FY 15 Budget
SANITATION FUND					
MISCELLANEOUS REVENUE					
Interest Revenue	185.09	500.00	500.00	500.00	.00
Investment Gain/(Loss)	33,824.00	.00	.00	.00	.00
Dumpster rental fees	4,945.00	5,000.00	7,500.00	7,500.00	2,500.00
Total MISCELLANEOUS REVENUE:	38,954.09	5,500.00	8,000.00	8,000.00	2,500.00
CHARGES FOR SERVICE					
Service Charges	10,448.28	12,000.00	16,800.00	16,000.00	4,000.00
Pickup Fee	982,645.49	990,000.00	993,000.00	950,000.00	40,000.00-
Write-offs	1,289.09	5,000.00-	5,000.00-	5,000.00-	.00
Total CHARGES FOR SERVICE:	994,382.86	997,000.00	1,004,800.00	961,000.00	36,000.00-
CONTRIBUTIONS					
Contrib from Fleet Fund	.00	.00	.00	107,100.00	107,100.00
Total CONTRIBUTIONS:	.00	.00	.00	107,100.00	107,100.00
SANITATION EXPENDITURES					
Salary alloc from other funds	28,500.00	21,800.00	21,800.00	26,000.00	4,200.00
Postage	10,668.74	11,000.00	11,000.00	12,000.00	1,000.00
Vehicle operating costs	24,200.04	.00	.00	.00	.00
Administrative Charges	95,796.00	89,500.00	89,500.00	65,200.00	24,300.00-
Landfill Fees	116,285.75	113,500.00	110,000.00	116,900.00	3,400.00
Waste Disposal Fees	660,213.82	687,000.00	685,000.00	707,400.00	20,400.00
Misc. Services	146.26	300.00	300.00	300.00	.00
Vehicle Replacement	15,300.00	.00	.00	.00	.00
Contrib To Fund Bal	.00	79,400.00	95,200.00	148,300.00	68,900.00
Total SANITATION EXPENDITURES:	951,110.61	1,002,500.00	1,012,800.00	1,076,100.00	73,600.00

Account Title	2013-14 Prior year Actual	2014-15 Current year Budget	2014-15 Current year Projections	2015-16 Future year Budget	FY 16 Budget over/(under) FY 15 Budget
SANITATION FUND Revenue Total:	1,033,336.95	1,002,500.00	1,012,800.00	1,076,100.00	73,600.00
SANITATION FUND Expenditure Total:	951,110.61	1,002,500.00	1,012,800.00	1,076,100.00	73,600.00
Net Total SANITATION FUND:	82,226.34	.00	.00	.00	.00

Account Title	2013-14 Prior year Actual	2014-15 Current year Budget	2014-15 Current year Projections	2015-16 Future year Budget	FY 16 Budget over/(under) FY 15 Budget
TELECOMMUNICATIONS FUND					
MISCELLANEOUS REVENUE					
Interest revenue	442.90	200.00	200.00	200.00	.00
Miscellaneous	.00	18,000.00	18,000.00	.00	18,000.00-
Total MISCELLANEOUS REVENUE:	442.90	18,200.00	18,200.00	200.00	18,000.00-
CHARGES FOR SERVICE					
User fees (CUE)	15,683.22	17,000.00	15,000.00	15,700.00	1,300.00-
Service charges	133.11	100.00	100.00	100.00	.00
Total CHARGES FOR SERVICE:	15,816.33	17,100.00	15,100.00	15,800.00	1,300.00-
CONTRIBUTIONS					
Transfer from General Fund	925,000.00	925,000.00	925,000.00	877,500.00	47,500.00-
Transfer from Fund Balance	.00	.00	800.00	1,000.00	1,000.00
Total CONTRIBUTIONS:	925,000.00	925,000.00	925,800.00	878,500.00	46,500.00-
TELECOM EXPENDITURES					
UIA opex 2014	.00	125,000.00	125,000.00	47,500.00	77,500.00-
CUE payments to Utopia	13,019.75	16,100.00	16,100.00	17,000.00	900.00
Utopia Pledge Payments	795,597.79	818,000.00	818,000.00	830,000.00	12,000.00
Transfer to Fund Balance	.00	1,200.00	.00	.00	1,200.00-
Total TELECOM EXPENDITURES:	808,617.54	960,300.00	959,100.00	894,500.00	65,800.00-
TELECOMMUNICATIONS FUND Revenue Total:	941,259.23	960,300.00	959,100.00	894,500.00	65,800.00-
TELECOMMUNICATIONS FUND Expenditure Total:	808,617.54	960,300.00	959,100.00	894,500.00	65,800.00-

Account Title	2013-14 Prior year Actual	2014-15 Current year Budget	2014-15 Current year Projections	2015-16 Future year Budget	FY 16 Budget over/(under) FY 15 Budget
Net Total TELECOMMUNICATIONS FUND:	132,641.69	.00	.00	.00	.00

Account Title	2013-14 Prior year Actual	2014-15 Current year Budget	2014-15 Current year Projections	2015-16 Future year Budget	FY 16 Budget over/(under) FY 15 Budget
INDIRECT FLEET FUND					
CHARGES FOR SERVICE					
Intergovt - Operations	3,600.00	19,600.00	19,600.00	19,200.00	400.00-
Non-departmental - Operations	5,499.96	700.00	700.00	700.00	.00
Bldgs & Grounds - Operations	2,499.96	3,600.00	3,600.00	3,400.00	200.00-
Streets - Operations	113,400.00	106,100.00	106,100.00	100,400.00	5,700.00-
Water - Operations	104,499.96	115,800.00	115,800.00	108,900.00	6,900.00-
Parks/Cemetery - Operations	12,600.00	16,400.00	16,400.00	15,500.00	900.00-
Engineering - Operations	3,399.96	8,800.00	8,800.00	8,400.00	400.00-
Bldg Inspection - Operations	5,199.96	7,400.00	7,400.00	7,000.00	400.00-
Code Enforcement - Operations	4,599.96	12,200.00	12,200.00	11,500.00	700.00-
Storm Drain - Operations	68,199.96	28,900.00	28,900.00	27,300.00	1,600.00-
Sanitation - Operations	24,200.04	.00	.00	.00	.00
Development Svcs - Operations	3,100.08	13,400.00	13,400.00	12,700.00	700.00-
Sewer - Operations	.00	33,100.00	33,100.00	31,300.00	1,800.00-
Public Safety - Operations	.00	700.00	700.00	700.00	.00
Total CHARGES FOR SERVICE:	350,799.84	366,700.00	366,700.00	347,000.00	19,700.00-
MISCELLANEOUS REVENUE					
Interest Earned	6,637.96	6,500.00	11,800.00	13,000.00	6,500.00
Sale Of Fixed Assets	41,684.44	107,800.00	208,400.00	176,800.00	69,000.00
Proceeds from Insurance	.00	1,500.00	1,500.00	1,500.00	.00
Sundry Revenues	14,071.57	1,500.00	1,500.00	1,500.00	.00
Total MISCELLANEOUS REVENUE:	62,393.97	117,300.00	223,200.00	192,800.00	75,500.00
CONTRIBUTIONS					
Intergovt - replacement	2,300.04	1,000.00	1,000.00	2,900.00	1,900.00
Nondepartmental - replacement	5,499.96	3,300.00	3,300.00	4,000.00	700.00
Bldgs & Grounds - replacement	1,700.04	1,900.00	1,900.00	1,600.00	300.00-
Streets - replacement	92,499.96	88,700.00	88,700.00	46,800.00	41,900.00-
Water - replacement	70,500.00	62,300.00	62,300.00	35,800.00	26,500.00-

Account Title	2013-14 Prior year Actual	2014-15 Current year Budget	2014-15 Current year Projections	2015-16 Future year Budget	FY 16 Budget over/(under) FY 15 Budget
Parks/Cemetery - replacement	9,800.04	7,200.00	7,200.00	5,200.00	2,000.00-
Engineering - replacement	3,699.96	7,000.00	7,000.00	3,000.00	4,000.00-
Bldg Inspection - replacement	5,600.04	11,700.00	11,700.00	3,300.00	8,400.00-
Code Enforcement - replacement	4,200.00	5,600.00	5,600.00	2,400.00	3,200.00-
Storm Drain - replacement	77,799.96	85,900.00	85,900.00	112,500.00	26,600.00
Sanitation - replacement	15,300.00	.00	.00	.00	.00
Development Svcs - replacement	8,199.96	8,900.00	8,900.00	.00	8,900.00-
Sewer - replacement	.00	49,500.00	49,500.00	106,200.00	56,700.00
Public Safety - Replacement	.00	2,400.00	2,400.00	4,700.00	2,300.00
Contribution from Fund Balance	.00	30,400.00	23,500.00-	303,300.00	272,900.00
Transfers from other funds	.00	213,700.00	213,700.00	.00	213,700.00-
Total CONTRIBUTIONS:	297,099.96	579,500.00	525,600.00	631,700.00	52,200.00
FLEET OPERATIONS					
Salaries	50,131.84	50,400.00	46,600.00	47,600.00	2,800.00-
Overtime	4,382.40	5,000.00	5,000.00	5,100.00	100.00
Benefits	14,795.36	16,100.00	20,400.00	20,800.00	4,700.00
Uniform allowance	1,441.22	1,200.00	1,200.00	1,200.00	.00
Subscriptions and memberships	1,810.00	2,000.00	2,000.00	2,000.00	.00
Travel	.00	200.00	200.00	200.00	.00
Communications/telephone	593.88	1,000.00	600.00	700.00	300.00-
Education/training	100.00	3,000.00	3,000.00	3,000.00	.00
Gasoline	59,298.16	68,000.00	68,000.00	68,000.00	.00
Diesel	23,842.75	25,000.00	25,000.00	25,000.00	.00
Oil	3,506.68	3,000.00	3,000.00	3,000.00	.00
Tires	2,545.04	3,000.00	3,000.00	8,500.00	5,500.00
Parts	26,826.35	35,000.00	35,000.00	35,000.00	.00
Outside Repairs	15,193.50	20,000.00	20,000.00	20,000.00	.00
Shop Supplies	4,358.10	25,000.00	25,000.00	5,000.00	20,000.00-
Safety Equipment	184.69	400.00	400.00	400.00	.00
Operating Lease Expense	8,829.04	7,500.00	7,500.00	7,500.00	.00
Insurance	105,730.71	110,000.00	110,000.00	110,000.00	.00
Depreciation Expense	190,417.62	.00	.00	.00	.00

Account Title	2013-14 Prior year Actual	2014-15 Current year Budget	2014-15 Current year Projections	2015-16 Future year Budget	FY 16 Budget over/(under) FY 15 Budget
Street vehicle purchase	.00	52,600.00	70,400.00	264,500.00	211,900.00
Water vehicle purchase	.00	220,100.00	208,400.00	.00	220,100.00-
Storm Water vehicle purchase	.00	340,000.00	395,400.00	28,400.00	311,600.00-
Bldg Insp vehicle purchase	.00	25,000.00	28,400.00	.00	25,000.00-
Sewer vehicle purchase	.00	25,000.00	20,000.00	380,000.00	355,000.00
Dev Svcs vehicle purchase	.00	25,000.00	17,000.00	28,500.00	3,500.00
Contribution to other depts	.00	.00	.00	107,100.00	107,100.00
Total FLEET OPERATIONS:	513,987.34	1,063,500.00	1,115,500.00	1,171,500.00	108,000.00
INDIRECT FLEET FUND Revenue Total:	710,293.77	1,063,500.00	1,115,500.00	1,171,500.00	108,000.00
INDIRECT FLEET FUND Expenditure Total:	513,987.34	1,063,500.00	1,115,500.00	1,171,500.00	108,000.00
Net Total INDIRECT FLEET FUND:	196,306.43	.00	.00	.00	.00

Account Title	2013-14 Prior year Actual	2014-15 Current year Budget	2014-15 Current year Projections	2015-16 Future year Budget	FY 16 Budget over/(under) FY 15 Budget
INTERNAL SERVICE FUND - IT					
CONTRIBUTIONS					
General Fund contribution	.00	32,600.00	32,600.00	39,400.00	6,800.00
Water contribution	.00	2,900.00	2,900.00	5,900.00	3,000.00
Storm Water contribution	.00	1,800.00	1,800.00	2,000.00	200.00
RDA contribution	.00	1,800.00	1,800.00	1,600.00	200.00-
Total CONTRIBUTIONS:	.00	39,100.00	39,100.00	48,900.00	9,800.00
Revenue: 36					
Interest Earned	.00	.00	300.00	300.00	300.00
Total Revenue: 36:	.00	.00	300.00	300.00	300.00
CONTRIBUTIONS					
Contribution to Fund Balance	.00	.00	3,100.00	1,000.00	1,000.00
Total CONTRIBUTIONS:	.00	.00	3,100.00	1,000.00	1,000.00
IT OPERATIONS					
Salaries alloc from other fund	.00	16,000.00	16,000.00	20,000.00	4,000.00
Hardware	.00	14,300.00	14,300.00	19,300.00	5,000.00
Software	.00	5,400.00	4,000.00	6,400.00	1,000.00
Infrastructure	.00	3,400.00	2,000.00	2,500.00	900.00-
Total IT OPERATIONS:	.00	39,100.00	36,300.00	48,200.00	9,100.00
INTERNAL SERVICE FUND - IT Revenue Total:	.00	39,100.00	39,400.00	49,200.00	10,100.00
INTERNAL SERVICE FUND - IT Expenditure Total:	.00	39,100.00	39,400.00	49,200.00	10,100.00

Account Title	2013-14 Prior year Actual	2014-15 Current year Budget	2014-15 Current year Projections	2015-16 Future year Budget	FY 16 Budget over/(under) FY 15 Budget
Net Total INTERNAL SERVICE FUND - IT:	.00	.00	.00	.00	.00
Net Grand Totals:	1,773,656.70	.00	.00	.00	.00

**MIDVALE CITY, UTAH
RESOLUTION NO. 2015-R-28**

A RESOLUTION ADOPTING THE EMPLOYEE JOB CLASSIFICATION PLAN AND BENEFIT PACKAGE FOR FISCAL YEAR 2016.

WHEREAS, Midvale City has heretofore established an Employee Benefit Package, Classification Plan, and Salary Scale; and

WHEREAS, city jobs should be classified and pay grades established according to job requirements and supervisory responsibilities; and

WHEREAS, it is in the best interests of Midvale City and the citizens thereof that a salary plan be formally adopted.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF MIDVALE CITY, STATE OF UTAH, as follows:

SECTION ONE: Adjustments to the Fiscal Year 2016 Compensation Plan will be determined and made according to data derived from the compensation survey conducted by the Midvale City Human Resources Department.

SECTION TWO: The Fiscal Year 2016 Employee Classification Plan and Benefits Package is attached hereto as Exhibits, are hereby adopted.

SECTION THREE: This resolution shall become effective upon adoption of the 2015 Certified Tax Rate and Fiscal Year 2016 Final Operating and Capital Budgets taking effect July 1, 2015.

PASSED AND ADOPTED BY THE CITY COUNCIL OF MIDVALE CITY, STATE OF UTAH, this 16th day of June, 2015.

JoAnn B. Seghini, Mayor

ATTEST:

Rori L. Andreason, MMC, City Recorder

Voting by the Council:	“Aye”	“Nay”
Stephen Brown	_____	_____
Paul Glover	_____	_____
Quinn Sperry	_____	_____
Paul Hunt	_____	_____
Wayne Sharp	_____	_____

MIDVALE CITY

GENERAL PAY RANGES [FY 2016]

Hourly Pay Rates

Per Pay Period

Annual Pay Rates

Grade	Pay Range		
	Min	Mid	Max
1	9.76	11.72	13.68
2	10.16	12.19	14.21
3	10.58	12.68	14.78
4	10.94	13.15	15.36
5	11.42	13.70	15.98
6	11.90	14.26	16.61
7	12.38	14.84	17.30
8	12.86	15.43	18.00
9	13.34	16.04	18.74
10	13.94	16.71	19.49
11	13.94	17.11	20.28
12	14.54	17.83	21.13
13	15.14	18.56	21.98
14	15.75	19.33	22.90
15	16.47	20.17	23.86
16	17.19	21.02	24.85
17	17.91	21.91	25.90
18	18.63	22.81	26.99
19	19.47	23.80	28.14
20	19.59	24.46	29.33
21	20.43	25.50	30.56
22	21.27	26.57	31.86
23	22.12	27.67	33.21
24	23.08	28.85	34.63
25	24.04	30.10	36.15
26	25.12	31.40	37.68
27	26.20	32.75	39.30
28	27.28	34.13	40.99
29	28.49	35.61	42.74
30	29.81	37.20	44.59

Grade	Pay Range		
	Min	Mid	Max
1	780.80	937.60	1,094.40
2	812.80	975.20	1,136.80
3	846.40	1,014.40	1,182.40
4	875.20	1,052.00	1,228.80
5	913.60	1,096.00	1,278.40
6	952.00	1,140.80	1,328.80
7	990.40	1,187.20	1,384.00
8	1,028.80	1,234.40	1,440.00
9	1,067.20	1,283.20	1,499.20
10	1,115.20	1,336.80	1,559.20
11	1,115.20	1,368.80	1,622.40
12	1,163.20	1,426.40	1,690.40
13	1,211.20	1,484.80	1,758.40
14	1,260.00	1,546.40	1,832.00
15	1,317.60	1,613.60	1,908.80
16	1,375.20	1,681.60	1,988.00
17	1,432.80	1,752.80	2,072.00
18	1,490.40	1,824.80	2,159.20
19	1,557.60	1,904.00	2,251.20
20	1,567.20	1,956.80	2,346.40
21	1,634.40	2,040.00	2,444.80
22	1,701.60	2,125.60	2,548.80
23	1,769.60	2,213.60	2,656.80
24	1,846.40	2,308.00	2,770.40
25	1,923.20	2,408.00	2,892.00
26	2,009.60	2,512.00	3,014.40
27	2,096.00	2,620.00	3,144.00
28	2,182.40	2,730.40	3,279.20
29	2,279.20	2,848.80	3,419.20
30	2,384.80	2,976.00	3,567.20

Grade	Pay Range			Range
	Min	Mid	Max	
1	20,300.80	24,377.60	28,454.40	0.40
2	21,132.80	25,355.20	29,556.80	0.40
3	22,006.40	26,374.40	30,742.40	0.40
4	22,755.20	27,352.00	31,948.80	0.40
5	23,753.60	28,496.00	33,238.40	0.40
6	24,752.00	29,660.80	34,548.80	0.40
7	25,750.40	30,867.20	35,984.00	0.40
8	26,748.80	32,094.40	37,440.00	0.40
9	27,747.20	33,363.20	38,979.20	0.40
10	28,995.20	34,756.80	40,539.20	0.40
11	28,995.20	35,588.80	42,182.40	0.45
12	30,243.20	37,086.40	43,950.40	0.45
13	31,491.20	38,604.80	45,718.40	0.45
14	32,760.00	40,206.40	47,632.00	0.45
15	34,257.60	41,953.60	49,628.80	0.45
16	35,755.20	43,721.60	51,688.00	0.45
17	37,252.80	45,572.80	53,872.00	0.45
18	38,750.40	47,444.80	56,139.20	0.45
19	40,497.60	49,504.00	58,531.20	0.45
20	40,747.20	50,876.80	61,006.40	0.50
21	42,494.40	53,040.00	63,564.80	0.50
22	44,241.60	55,265.60	66,268.80	0.50
23	46,009.60	57,553.60	69,076.80	0.50
24	48,006.40	60,008.00	72,030.40	0.50
25	50,003.20	62,608.00	75,192.00	0.50
26	52,249.60	65,312.00	78,374.40	0.50
27	54,496.00	68,120.00	81,744.00	0.50
28	56,742.40	70,990.40	85,259.20	0.50
29	59,259.20	74,068.80	88,899.20	0.50
30	62,004.80	77,376.00	92,747.20	0.50

MIDVALE CITY

EXECUTIVE & EXEMPT PAY RANGES [FY 2016]

Hourly Pay Rates

Per Pay Period

Annual Pay Rates

Grade	Pay Range		
	Min	Mid	Max
50	22.36	28.49	34.63
51	23.32	29.74	36.15
52	24.28	30.98	37.68
53	25.36	32.23	39.30
54	26.44	33.71	40.99
55	27.64	35.19	42.74
56	28.85	36.72	44.59
57	30.05	38.29	46.53
58	31.25	39.89	48.54
59	32.69	41.66	50.63
60	34.13	43.47	52.80
61	35.58	45.33	55.09
62	35.94	46.71	57.48
63	37.50	48.73	59.95
64	38.94	50.71	62.49
65	40.63	52.91	65.19
66	42.55	55.27	67.99
67	44.23	57.57	70.90
68	46.15	60.07	73.99
69	48.08	62.62	77.16
70	50.24	65.36	80.48

Grade	Pay Range		
	Min	Mid	Max
50	1,788.80	2,279.20	2,770.40
51	1,865.60	2,379.20	2,892.00
52	1,942.40	2,478.40	3,014.40
53	2,028.80	2,578.40	3,144.00
54	2,115.20	2,696.80	3,279.20
55	2,211.20	2,815.20	3,419.20
56	2,308.00	2,937.60	3,567.20
57	2,404.00	3,063.20	3,722.40
58	2,500.00	3,191.20	3,883.20
59	2,615.20	3,332.80	4,050.40
60	2,730.40	3,477.60	4,224.00
61	2,846.40	3,626.40	4,407.20
62	2,875.20	3,736.80	4,598.40
63	3,000.00	3,898.40	4,796.00
64	3,115.20	4,056.80	4,999.20
65	3,250.40	4,232.80	5,215.20
66	3,404.00	4,421.60	5,439.20
67	3,538.40	4,605.60	5,672.00
68	3,692.00	4,805.60	5,919.20
69	3,846.40	5,009.60	6,172.80
70	4,019.20	5,228.80	6,438.40

Grade	Pay Range			Range
	Min	Mid	Max	
50	46,508.80	59,259.20	72,030.40	0.55
51	48,505.60	61,859.20	75,192.00	0.55
52	50,502.40	64,438.40	78,374.40	0.55
53	52,748.80	67,038.40	81,744.00	0.55
54	54,995.20	70,116.80	85,259.20	0.55
55	57,491.20	73,195.20	88,899.20	0.55
56	60,008.00	76,377.60	92,747.20	0.55
57	62,504.00	79,643.20	96,782.40	0.55
58	65,000.00	82,971.20	100,963.20	0.55
59	67,995.20	86,652.80	105,310.40	0.55
60	70,990.40	90,417.60	109,824.00	0.55
61	74,006.40	94,286.40	114,587.20	0.55
62	74,755.20	97,156.80	119,558.40	0.60
63	78,000.00	101,358.40	124,696.00	0.60
64	80,995.20	105,476.80	129,979.20	0.60
65	84,510.40	110,052.80	135,595.20	0.60
66	88,504.00	114,961.60	141,419.20	0.60
67	91,998.40	119,745.60	147,472.00	0.60
68	95,992.00	124,945.60	153,899.20	0.60
69	100,006.40	130,249.60	160,492.80	0.60
70	104,499.20	135,948.80	167,398.40	0.60

MIDVALE CITY

PAY PLAN [FY 2016]

Hourly Pay Rates

Per Pay Period

Annual Pay Rates

Positions	GR	Pay Range			Pay Range			GR	Pay Range			Rng	Positions
		Min	Mid	Max	Min	Mid	Max		Min	Mid	Max		
City Manager	68	46.15	60.07	73.99	3,692.00	4,805.60	5,919.20	68	95,992.00	124,945.60	153,899.20	0.60	City Manager
Asst. CM/CD Dir	65	40.63	52.91	65.19	3,250.40	4,232.80	5,215.20	65	84,510.40	110,052.80	135,595.20	0.60	Asst. CM/CD Dir
Asst. CM/Admin Srvc Dir	65	40.63	52.91	65.19	3,250.40	4,232.80	5,215.20	65	84,510.40	110,052.80	135,595.20	0.60	Asst. CM/Admin Srvc Dir
Public Works Director	64	38.94	50.71	62.49	3,115.20	4,056.80	4,999.20	64	80,995.20	105,476.80	129,979.20	0.60	Public Works Director
HR Director/City Recorder	63	37.50	48.73	59.95	3,000.00	3,898.40	4,796.00	63	78,000.00	101,358.40	124,696.00	0.60	HR Director/City Recorder
RDA Director	63	37.50	48.73	59.95	3,000.00	3,898.40	4,796.00	63	78,000.00	101,358.40	124,696.00	0.60	RDA Director
City Engineer	61	35.58	45.33	55.09	2,846.40	3,626.40	4,407.20	61	74,006.40	94,286.40	114,587.20	0.55	City Engineer
IT Manager	59	32.69	41.66	50.63	2,615.20	3,332.80	4,050.40	59	67,995.20	86,652.80	105,310.40	0.55	IT Manager
Asst. Finance Dir/City Treasurer	58	31.25	39.89	48.54	2,500.00	3,191.20	3,883.20	58	65,000.00	82,971.20	100,963.20	0.55	Asst. Finance Dir/City Treasurer
Court Administrator	56	28.85	36.72	44.59	2,308.00	2,937.60	3,567.20	56	60,008.00	76,377.60	92,747.20	0.55	Court Administrator
Econ Devel Director	56	28.85	36.72	44.59	2,308.00	2,937.60	3,567.20	56	60,008.00	76,377.60	92,747.20	0.55	Econ Devel Director
City Planner	56	28.85	36.72	44.59	2,308.00	2,937.60	3,567.20	56	60,008.00	76,377.60	92,747.20	0.55	City Planner
Building Official	55	27.64	35.19	42.74	2,211.20	2,815.20	3,419.20	55	57,491.20	73,195.20	88,899.20	0.55	Building Official
Senior Accountant	52	24.28	30.98	37.68	1,942.40	2,478.40	3,014.40	52	50,502.40	64,438.40	78,374.40	0.55	Senior Accountant
Systems Administrator	26	25.12	31.40	37.68	2,009.60	2,512.00	3,014.40	26	52,249.60	65,312.00	78,374.40	0.50	Systems Administrator
Pub Util Super	25	24.04	30.10	36.15	1,923.20	2,408.00	2,892.00	25	50,003.20	62,608.00	75,192.00	0.50	Pub Util Super
Site Coordinator	24	23.08	28.85	34.63	1,846.40	2,308.00	2,770.40	24	48,006.40	60,008.00	72,030.40	0.50	Site Coordinator
Streets Supervisor	23	22.12	27.67	33.21	1,769.60	2,213.60	2,656.80	23	46,009.60	57,553.60	69,076.80	0.50	Streets Supervisor
Storm Drain Supervisor	23	22.12	27.67	33.21	1,769.60	2,213.60	2,656.80	23	46,009.60	57,553.60	69,076.80	0.50	Storm Drain Supervisor
Building Inspector III	23	22.12	27.67	33.21	1,769.60	2,213.60	2,656.80	23	46,009.60	57,553.60	69,076.80	0.50	Building Inspector III
Emergency Manager	23	22.12	27.67	33.21	1,769.60	2,213.60	2,656.80	23	46,009.60	57,553.60	69,076.80	0.50	Emergency Manager
Building Inspector II	22	21.27	26.57	31.86	1,701.60	2,125.60	2,548.80	22	44,241.60	55,265.60	66,268.80	0.50	Building Inspector II
Community Developer	22	21.27	26.57	31.86	1,701.60	2,125.60	2,548.80	22	44,241.60	55,265.60	66,268.80	0.50	Community Developer
Associate Planner	22	21.27	26.57	31.86	1,701.60	2,125.60	2,548.80	22	44,241.60	55,265.60	66,268.80	0.50	Associate Planner

Benefits Coordinator	22	21.27	26.57	31.86	1,701.60	2,125.60	2,548.80	22	44,241.60	55,265.60	66,268.80	0.50	Benefits Coordinator
Project Manager	22	21.27	26.57	31.86	1,701.60	2,125.60	2,548.80	22	44,241.60	55,265.60	66,268.80	0.50	Project Manager
Planner I/RDA Coord	21	20.43	25.50	30.56	1,634.40	2,040.00	2,444.80	21	42,494.40	53,040.00	63,564.80	0.50	Planner I/RDA Coord
Public Utilities Foreman	20	19.59	24.46	29.33	1,567.20	1,956.80	2,346.40	20	40,747.20	50,876.80	61,006.40	0.50	Public Utilities Foreman
Shop Foreman	19	19.47	23.80	28.14	1,557.60	1,904.00	2,251.20	19	40,497.60	49,504.00	58,531.20	0.45	Shop Foreman
Pub Util Inspector	18	18.63	22.81	26.99	1,490.40	1,824.80	2,159.20	18	38,750.40	47,444.80	56,139.20	0.45	Pub Util Inspector
Strm Wtr Coord	18	18.63	22.81	26.99	1,490.40	1,824.80	2,159.20	18	38,750.40	47,444.80	56,139.20	0.45	Strm Wtr Coord
Admin Asst	17	17.91	21.91	25.90	1,432.80	1,752.80	2,072.00	17	37,252.80	45,572.80	53,872.00	0.45	Admin Asst.
Utility Tech III	17	17.91	21.91	25.90	1,432.80	1,752.80	2,072.00	17	37,252.80	45,572.80	53,872.00	0.45	Utility Tech III
Code Comp Officer	16	17.19	21.02	24.85	1,375.20	1,681.60	1,988.00	16	35,755.20	43,721.60	51,688.00	0.45	Code Comp Officer
IT Technician	16	17.19	21.02	24.85	1,375.20	1,681.60	1,988.00	16	35,755.20	43,721.60	51,688.00	0.45	IT Technician
Wastewater Lead Operator	15	16.47	20.17	23.86	1,317.60	1,613.60	1,908.80	15	34,257.60	41,953.60	49,628.80	0.45	Wastewater Lead Operator
Equip Operator III	15	16.47	20.17	23.86	1,317.60	1,613.60	1,908.80	15	34,257.60	41,953.60	49,628.80	0.45	Equip Operator III
Utility Tech II	15	16.47	20.17	23.86	1,317.60	1,613.60	1,908.80	15	34,257.60	41,953.60	49,628.80	0.45	Utility Tech II
Facilities Maint. Tech	15	16.47	20.17	23.86	1,317.60	1,613.60	1,908.80	15	34,257.60	41,953.60	49,628.80	0.45	Facilities Maint. Tech
Bus Lic Admin	14	15.75	19.32	22.90	1,260.00	1,546.40	1,832.00	14	32,750.00	40,191.00	47,632.00	0.45	Bus Lic Admin
Permit Tech	14	15.75	19.32	22.90	1,260.00	1,546.40	1,832.00	14	32,750.00	40,191.00	47,632.00	0.45	Permit Tech
Wtr Mtr Maint Tech	13	15.14	18.56	21.98	1,211.20	1,484.80	1,758.40	13	31,491.20	38,604.80	45,718.40	0.45	Wtr Mtr Maint Tech
Accts Payable Clerk	13	15.14	18.56	21.98	1,211.20	1,484.80	1,758.40	13	31,491.20	38,604.80	45,718.40	0.45	Accts Payable Clerk
Utility Billing Clerk	13	15.14	18.56	21.98	1,211.20	1,484.80	1,758.40	13	31,491.20	38,604.80	45,718.40	0.45	Utility Billing Clerk
Equip Operator II	13	15.14	18.56	21.98	1,211.20	1,484.80	1,758.40	13	31,491.20	38,604.80	45,718.40	0.45	Equip Operator II
Utility Tech I	13	15.14	18.56	21.98	1,211.20	1,484.80	1,758.40	13	31,491.20	38,604.80	45,718.40	0.45	Utility Tech I
Bldg Maint Tech	12	14.54	17.83	21.13	1,163.20	1,426.40	1,690.40	12	30,243.20	37,086.40	43,950.40	0.45	Bldg Maint Tech
Cust Svc Rep	11	13.94	17.11	20.28	1,115.20	1,368.80	1,622.40	11	28,995.20	35,588.80	42,182.40	0.45	Cust Svc Rep
Court Clerk	10	13.94	16.71	19.49	1,115.20	1,336.80	1,559.20	10	28,995.20	34,756.80	40,539.20	0.40	Court Clerk
Senior Van Driver	9	13.34	16.04	18.74	1,067.20	1,283.20	1,499.20	9	27,747.20	33,363.20	38,979.20	0.40	Senior Van Driver
Receptionist	8	12.86	15.43	18.00	1,028.80	1,234.40	1,440.00	8	26,748.80	32,094.40	37,440.00	0.40	Receptionist



MIDVALE CITY BENEFIT PACKAGE Fiscal Year 2016

RETIREMENT

UTAH RETIREMENT SYSTEMS: Retirement Plan for public service employees subject to the terms, conditions, and limitations as defined and regulated by the Utah State Retirement Board, the City provides coverage for employees in eligible employment classifications in the Utah State Retirement System.

ICMA RETIREMENT CORP. PERFORMANCE PLAN 401(a) RETIREMENT PLAN: Retirement Plan for general employees. The City will provide a 1% match to the 401(a) when the employee contributes 1% to a City-sponsored ICMA 457 or URS 401(k) account.

ICMA RETIREMENT CORP. PERFORMANCE PLAN 457 RETIREMENT Plan: Tax deferred retirement plan. Employee may defer up to \$18,000. Catch up 55 yrs or older \$24,000.

RETIREMENT HEALTH SAVINGS PLAN (RHS):

Contribution Sources and amounts:

1. **Direct Employer Contributions:** A discretionary amount to be determined each Plan Year (none for FY 2016)
2. **Mandatory Employee Compensation Contributions:** Decreased Merit or Pay Plan Adjustment per City Policy (None for FY 2016)
3. **Mandatory Employee Leave Contributions:** Accrued Sick Leave per City Policy

Only participants with accrued sick leave in excess of 480 hours at the end of the first full pay period in January are eligible for contribution to the RHSP. Contribution is equal to sick leave earned during calendar year less sick leave used during calendar year multiplied by 50%. Hours necessary to reach 480 hours are considered "used." AFTER the contribution to the RHS plan, participants may elect to convert 25% of remaining sick leave in excess of 240 hours to vacation leave.

City contributes 10% of employee's accrued sick leave to RHS at time of separation from service.

LIFE INSURANCE

Basic Term Life Insurance, Dependent Life Insurance, and Accidental Death and Dismemberment coverage: Provided by Midvale City to employees enrolled in a Medical plan with Midvale City at no cost to the employee. Employees not enrolled in the medical plans may purchase term life insurance through payroll deduction.

- \$50,000 employee
- \$5,000 spouse
- \$2,500 dependents

Additional life and Additional Accidental Death & Dismemberment (Optional): Employees may purchase additional term life insurance and/or Accidental death and dismemberment insurance.

Disability Insurance: The City pays the premium for long-term disability coverage for Full-Time and Qualified Part-Time Employees.

FLEXIBLE SPENDING PLAN (Optional)

Employees may elect up to \$2,550 for medical expenses \$5,000 for child care pre-tax.

**MIDVALE CITY BENEFIT PACKAGE
Fiscal Year 2016**

HEALTH SAVINGS ACCOUNT

Employees selecting the High Deductible Health Plan may elect up to \$3350 single and \$6650 Family for medical expenses.

CAFETERIA PLAN MONTHLY PREMIUM INFORMATION:

The premiums listed below are calculated per pay period.

MEDICAL – TRADITIONAL SELECT HEALTH:

Select: Care

Select: Med

<u>Payroll Deduction</u>	<u>City Contribution</u>	<u>Payroll Deduction</u>	<u>City Contribution</u>
Single - \$34.00	Single - \$645.90	Single - \$0	Single - \$645.90
Double - \$204.10	Double - \$1203.30	Double - \$133.70	Double - \$1203.30
Family - \$276.14	Family - \$1627.56	Family - \$180.74	Family - \$1627.56

MEDICAL – HIGH DEDUCTIBLE HEALTH PLAN:

Select: Care

Select: Med

<u>Payroll Deduction</u>	<u>City Contribution</u>	<u>Payroll Deduction</u>	<u>City Contribution</u>
Single - \$30.30	\$570.30	Single - \$0	\$570.30
Double - \$121.13	\$1121.48	Double - \$59.03	\$1121.48
Family - \$163.94	\$1516.87	Family - \$79.84	\$1516.87

DENTAL – PEHP:

Traditional

Preferred

<u>Payroll Deduction</u>	<u>City Contribution</u>	<u>Payroll Deduction</u>	<u>City Contribution</u>
Single - \$0	Single - \$48.38	Single - \$0	Single - \$47.42
Double - \$6.62	Double - \$59.56	Double - \$5.30	Double - \$59.56
Family - \$10.02	Family - \$90.16	Family - \$8.02	Family - \$90.16

VISION:

EyeMed:

Payroll Deduction

Single - \$2.92
Double - \$5.55
Family - \$8.15

Waive Eligible Medical Benefit:

The City offers Eligible Employees covered by other insurance (must have proof of coverage) the ability to waive medical insurance with the City. In lieu of medical insurance the employee waiving the insurance receives a stipend of \$159.00 per pay period. The employee may take dental and/or vision insurance and still receive the stipend.

**MIDVALE CITY, UTAH
RESOLUTION NO. 2015-R-29**

**A RESOLUTION ADOPTING THE MIDVALE CITY
MUNICIPAL FEE SCHEDULE FOR THE 2016 FISCAL YEAR**

WHEREAS, the Midvale City Council desires to be proactive in providing information for the public that is easily accessible; and

WHEREAS, all fees charged for services have been clearly identified in one fee schedule to be adopted annually and placed on the city’s website; and

WHEREAS, the fees listed in the Midvale City Municipal Fee Schedule for FY 2016 reflect actual costs to the City for said services; and

WHEREAS, the City Council desires to bring said fees into perspective with current costs considerations and provide better service and access for the public,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MIDVALE CITY, UTAH:

Section 1. The City Council hereby desires to adopt the Midvale City Municipal Fee Schedule for FY 2016 as indicated by Exhibit “A.”

Section 2. This resolution shall take effect immediately upon passage.

Adopted by the City Council of Midvale, State of Utah, this 16th day of June, 2015.

JoAnn B. Seghini, Mayor

ATTEST:

Rori L. Andreason, MMC
City Recorder

Voting by the Council:	“Aye”	“Nay”
Stephen Brown	_____	_____
Paul Glover	_____	_____
Quinn Sperry	_____	_____
Paul Hunt	_____	_____
Wayne Sharp	_____	_____

MIDVALE CITY

MUNICIPAL FEE SCHEDULE FOR FY 2016

DESCRIPTION	CURRENT FY 2016
Administrative Fees	
Return Check (NSF, etc.)	\$30.00
Animal Control Fees: Refer to the latest fee schedule adopted by Salt Lake County Animal Services	
Building Permit Fees	
Building Permit Fees	Contact Building Official
Building Rental Fees	
Hall of Honors	\$25.00 Deposit - \$25.00 per day
Council Chambers	\$25.00 Deposit - \$25.00 per day
Community Room - Police Station	\$25.00 Deposit - \$25.00 per day
Community Room - Fire Station #22	\$25.00 Deposit - \$25.00 per day
Alexander Dahl Community Room	\$200 Security Deposit
- Rental Fee up to 4 hour usage	\$120 plus employee overtime (Dependent upon employee pay rate)
- Rental Fee for 4.5 hour usage and above	Additional \$120 plus employee overtime (Dependent upon employee pay rate)
- ADDITIONAL FEES MAY APPLY	See Use Agreement
City Park Bowery	
Resident	\$150.00
Non-Resident	\$200.00
Auditorium Performing Arts Center (Arts Council)	
Resident	\$500 Deposit - \$75/day plus any departmental impact fees
Non-Resident	\$500 Deposit - \$125/day plus any departmental impact fees
City Park Amphitheater (Arts Council)	
Resident	\$500 Deposit - \$150/day plus any departmental impact fees
Non-Resident	\$500 Deposit - \$200/day plus any departmental impact fees
Business License Fees	

Home Occupation Base Fee	\$94.00
Commercial Business Base Fee	\$137.00
Commercial, Home Occupation and Rental Renewal	\$19.00
Rental Base Fee	\$60.00
Good Landlord Single Family Non-participatory (per door)	\$80.00
Good Landlord Duplex Non-participatory (per door)	\$42.00
Good Landlord Apartments 3+ Non-participatory (per door)	\$33.00
Good Landlord Participating (per door, all)	\$7.00
Beauty Salon Booth Rental	\$68.00
Solicitor	\$45.00
SOB/Escort	\$84.00 each principal, escort, driver, or bodyguard - Requires Background
Other Variable Fees: (in addition to base)	
Alcohol Establishment	\$300.00
Bar/Lounge	\$215.00
Big Box Rental	\$400.00
Commercial Retail	\$110.00
Convenience/Gas	\$100.00
Construction/Contractor	\$50.00
Education	\$500.00
Health	\$500.00
Hotels	\$180.00
Pawn Shop	\$400.00
Personal Services	\$50.00
Professional Services	\$30.00
Rental Units	\$83.00
Restaurant	22- \$300.00
Storage Units	\$330.00
Taxi	\$60.00 per vehicle
Tobacco	\$22.00
Pawn Shop	\$34.00
Vending Carts	\$18.00
Business Bonding Fees	
Christmas tree sales	\$200.00
Auctions and auctioneers	\$1,000.00
Pawn shops, secondhand dealers	\$1,000.00
	\$1,000,000.00 bodily injury (per person and per occasion)
Public recreation	\$1,000,000.00 property damage
Fireworks	\$1,000.00
Sexually oriented businesses	\$2,000.00 (replenishable)

Cemetery Fees		
Sale Price of Burial Lots:		
Resident	\$650.00	
Non-Resident	\$1,200.00	
Cost of Grave Opening and Closings:		
	Weekdays	Weekends/Holidays
Adult	\$750.00	\$900.00
Infant	\$200.00	\$400.00
Cremains	\$150.00	\$350.00
Reopening of Graves and Removing Caskets:		
Reopening	\$600.00	
Removing	\$300.00	
Code Enforcement		
Occupancy violation	Civil Fee per Day, First Offense - \$25 per person	
	First Offense, Maximum Civil Fee - \$1,250 per person	
	Civil Fee per Day, Second Offense - \$50 per person	
	Second Offense, Maximum Civil Fee - \$2,500 per person	
Illegal accessory dwelling	Civil Fee per Day, First Offense - \$25	
	First Offense, Maximum Civil Fee - \$1,250	
	Civil Fee per Day, Second Offense - \$50	
	Second Offense, Maximum Civil Fee - \$2,500	
Junked or inoperable vehicles	Civil Fee per Day, First Offense - \$30 per vehicle	
	First Offense, Maximum Civil Fee - \$1,500 per vehicle	
	Civil Fee per Day, Second Offense - \$60 per vehicle	
	Second Offense, Maximum Civil Fee - \$3,000 per vehicle	
Trash, junk, miscellaneous used materials	Civil Fee per Day, First Offense - \$30	
	First Offense, Maximum Civil Fee - \$1,500	
	Civil Fee per Day, Second Offense - \$60	
	Second Offense, Maximum Civil Fee - \$3,000	
Weeds	Civil Fee per Day, First Offense - \$30	
	First Offense, Maximum Civil Fee - \$1,500	

	Civil Fee per Day, Second Offense - \$60
	Second Offense, Maximum Civil Fee - \$3,000
Landscaping	Civil Fee per Day, First Offense - \$30
	First Offense, Maximum Civil Fee - \$1,500
	Civil Fee per Day, Second Offense - \$60
	Second Offense, Maximum Civil Fee - \$3,000
Signs	Civil Fee per Day, First Offense - \$30
	First Offense, Maximum Civil Fee - \$1,500
	Civil Fee per Day, Second Offense - \$60
	Second Offense, Maximum Civil Fee - \$3,000
Fences	Civil Fee per Day, First Offense - \$30
	First Offense, Maximum Civil Fee - \$1,500
	Civil Fee per Day, Second Offense - \$60
	Second Offense, Maximum Civil Fee - \$3,000
Dumping	Civil Fee per Day, First Offense - \$30
	First Offense, Maximum Civil Fee - \$1,500
	Civil Fee per Day, Second Offense - \$60
	Second Offense, Maximum Civil Fee - \$3,000
No building permit; no business license	Civil Fee per Day, First Offense - \$30
	First Offense, Maximum Civil Fee - \$1,500
	Civil Fee per Day, Second Offense - \$60
	Second Offense, Maximum Civil Fee - \$3,000
Home Occupation	Civil Fee per Day, First Offense - \$30
	First Offense, Maximum Civil Fee - \$1,500
	Civil Fee per Day, Second Offense - \$60
	Second Offense, Maximum Civil Fee - \$3,000
Parking	Civil Fee per Day, First Offense - \$30
	First Offense, Maximum Civil Fee - \$1,500
	Civil Fee per Day, Second Offense - \$60
	Second Offense, Maximum Civil Fee - \$3,000
Nuisances, as defined	Civil Fee per Day, First Offense - \$30
	First Offense, Maximum Civil Fee - \$1,500

	Civil Fee per Day, Second Offense - \$60
	Second Offense, Maximum Civil Fee - \$3,000
Nonpermitted Uses	Civil Fee per Day, First Offense - \$50
	First Offense, Maximum Civil Fee - \$5,000
	Civil Fee per Day, Second Offense - \$100
	Second Offense, Maximum Civil Fee - \$10,000
Failure to comply with board of adjustment, planning commission, or hearing examiner order	Civil Fee per Day, First Offense - \$30
	First Offense, Maximum Civil Fee - \$3,000
	Civil Fee per Day, Second Offense - \$60
	Second Offense, Maximum Civil Fee - \$6,000
Inspection fee for each subsequent event	\$30
Violation of Chapter 5.32, Tenant Application Fees	\$100 for initial violation
	\$200 for additional violations
Community Development Fees (Includes Engineering Fees)	
Preliminary Subdivision	2 Lots \$570.00
Final Subdivision	2 Lots \$600.00
Preliminary Subdivision*	3 Lots \$900.00
	>3 Lots \$900.00 + \$5.00 per lot over 3
Final Subdivision*	3 Lots \$1,270.00
	>3 Lots \$1,270 + \$10.00 per lot over 3
MPD Preliminary	1-3 Acres \$730.00
	3-6 Acres \$780.00
	6+ Acres \$830.00
MPD Final	1-3 Acres \$850.00
	3-6 Acres \$950.00
	6+ Acres \$1,050.00
Rezone	≤ 1 Acre \$665.00

	1-5 Acres	\$765.00
	>5 Acres	\$865.00
Conditional Use Permit		\$250.00
Administrative Conditional Use - Chickens; <u>Apiaries</u>		\$75.00
Preliminary Site Plan		\$640.00
Final Site Plan		\$1,090.00
Preliminary Condominium	≤ 3 Lots	\$900.00
	> 3 Lots	\$900.00 + \$5.00 per lot over 3
Final Condominium	≤ 3 Lots	\$1,270.00
	> 3 Lots	\$1,270 + \$10.00 per lot over 3
Text Amendment		\$630.00
Board of Adjustment		\$325.00
Property Vacation		\$800.00
*More than one plat will result in an additional per plat charge of \$250.00		
Court Fees:		
Traffic School		\$25
Small Claims		As per State approved rates
Copy Charge per page		\$0.25
Certified Copy of Court Documents		\$4.00 plus \$0.25 per page
Criminal Background Checks		\$10.00
Convenience Fee for Online Payments		\$2.50 per transaction
Election Fees:		
Declaration of Candidacy for Mayor		\$50.00
Declaration of Candidacy for City Council		\$25.00
Executive Department		
Records Request		\$0.25 per copy + time for research + postage (including reasonable attorney's fees for services rendered in responding to the request)
Copy Charge per page		\$0.25

Copy of Recording (CD)	5 per CD
Notary	\$5 for Non-City Related Business
Copies of Maps 24 X 36 Color	\$5.00
Copies of Maps 24 X 36 Black & White	\$3.00
Road Cuts	
Permit	\$100 per cut for 400 sq. ft. & under
	\$.25/sq.ft. over 400 sq. ft.
Sewer Rates	
Residential/Commercial/Industrial	AREA #1
Single Dwelling	\$20.69 \$21.72 up to 4,000 gallons of average monthly winter water usage
Multi Dwelling	
First Unit	\$20.69 \$21.72 up to 4,000 gallons of average monthly winter water usage
Additional Unit (Each)	\$17.18 \$18.04 up to 4,000 gallons of average monthly winter water usage
Lifeline discount of 45% available if qualified for Salt Lake County Circuit Breaker property tax relief	
Overage fee for excess consumption (lifeline not available)	\$1.22 \$1.82 per 1,000 gallons > 4,000 gallons mo. average winter water usage
Residential/Commercial/Industrial	AREA #2
Single Dwelling	\$20.69 \$21.72 up to 4,000 gallons of average monthly winter water usage
Multi Dwelling	
First Unit	\$20.69 \$21.72 up to 4,000 gallons of average monthly winter water usage
Additional Unit (Each)	\$17.18 \$18.04 up to 4,000 gallons of average monthly winter water usage
Lifeline discount of 45% available if qualified for Salt Lake County Circuit Breaker property tax relief	
Overage fee for excess consumption (lifeline not available)	\$1.73 \$1.82 per 1,000 gallons > 4,000 gallons mo. average winter water usage
Sewer Connection Fees all areas	
4" Connection	
First Unit	\$500.00
Second Unit	\$200.00
6" Connection	
First Unit	\$700.00

Second Unit	\$200.00
Storm Water	
Equivalent Residential Unit (ERU)=3,000 square feet	\$7.62 per month
Lifeline discount of 45% available if qualified for Salt Lake County Circuit Breaker property tax relief	
Waste Collection Fees	
First Can	\$8.83 \$7.95 per month
Recycling	\$3.04 \$2.71 per month
Lifeline discount of 45% available if qualified for Salt Lake County Circuit Breaker property tax relief	
Each additional can	\$8.83 \$7.95 month (Not Subject to Circuit Breaker)
Dumpster	\$180.00 (Not Subject to Circuit Breaker)
Water Rates	
Residential/Commercial/Industrial	AREA #1
Meter size:	
3/4"	\$15.47 up to 4,000 gallons/month
1"	\$21.66 up to 4,000 gallons/month
1.5"	\$27.85 up to 4,000 gallons/month
2"	\$44.86 up to 4,000 gallons/month
3"	\$170.17 up to 4,000 gallons/month
4"	\$216.58 up to 4,000 gallons/month
6"	\$324.85 up to 4,000 gallons/month
Lifeline discount of 45% available if qualified for Salt Lake County Circuit Breaker property tax relief	
Overage fees (consumption in excess of 4,000 gallons/month)	\$1.58 Peak (June - September) per 1,000 gallons over 4,000 gal.
(Lifeline discount not available)	\$1.10 Off-Peak (October - May) per 1,000 gallons over 4,000 gal.
Fireline service	\$10.15 per month
Residential/Commercial/Industrial	AREA #2
Meter size:	
3/4"	\$20.10 up to 4,000 gallons/month

1"	\$28.14 up to 4,000 gallons/month
1.5"	\$36.18 up to 4,000 gallons/month
2"	\$58.30 up to 4,000 gallons/month
3"	\$221.12 up to 4,000 gallons/month
4"	\$281.42 up to 4,000 gallons/month
6"	\$422.13 up to 4,000 gallons/month
Lifeline discount of 45% available if qualified for Salt Lake County Circuit Breaker property tax relief	
Overage fees (consumption in excess of 4,000 gallons/month)	\$1.75 Peak (June - September) per 1,000 gallons over 4,000 gal.
(Lifeline discount not available)	\$1.21 Off-Peak (October - May) per 1,000 gallons over 4,000 gal.
Fireline service	\$10.15 per month
Residential/Commercial/Industrial	AREA #3
Meter size:	
3/4"	\$26.60 \$25.27 up to 4,000 gallons/month
1"	\$37.24 \$35.38 up to 4,000 gallons/month
1.5"	\$47.88 \$45.49 up to 4,000 gallons/month
1.5"	\$47.88 up to 4,000 gallons/month
2"	\$77.13 \$73.27 up to 4,000 gallons/month
3"	\$292.55 \$277.92 up to 4,000 gallons/month
4"	\$372.33 \$353.72 up to 4,000 gallons/month
6"	\$558.54 \$530.59 up to 4,000 gallons/month
Lifeline discount of 45% available if qualified for Salt Lake County Circuit Breaker property tax relief	
Overage fees (consumption in excess of 4,000 gallons/month)	\$2.07 \$1.97 Peak (June - September) per 1,000 gallons over 4,000 gal.
(Lifeline discount not available)	\$1.43 \$1.35 Off-Peak (October - May) per 1,000 gallons over 4,000 gal.
Fireline service	\$10.15 per month
Water Connection Fees - All Areas	
3/4"	\$1,660.00
1"	\$1,970.00
1 1/2" & Up	\$180 Inspection Fee
Other Utility Service Charges (includes sewer, storm water, waste collection, and water)	
Late fees	5% of outstanding balance per month

Meter reset fee	\$50.00
Meter tampering fee	\$50 first offense, \$100 second offense, \$50 add'l each subsequent offense
Account set-up or transfer fee	\$15
Reconnect following shut-off	30 \$50
Collection Agency fee	35% of outstanding balance
Return Check (NSF, etc.)	\$30
Telephone Payment Convenience Fee	\$3
Streetlighting	
Residential	\$2.00-\$3.00/month
Commercial	\$6.00-\$9.00/month



Midvale City
CITY COUNCIL MEETING
Minutes

Tuesday, June 2, 2015
Council Chambers
7505 South Holden Street
Midvale, Utah 84047

MAYOR: JoAnn Seghini

COUNCIL MEMBERS: Council Member Paul Glover
Council Member Paul Hunt
Council Member Quinn Sperry
Council Member Wayne Sharp
Council Member Stephen Brown

STAFF: Kane Loader, City Manager; Phillip Hill, Assistant City Manager/Community and Economic Development Director; Laurie Harvey, Assistant City Manager/Admin. Services Director; Rori Andreason, H.R. Director/City Recorder; Bob Davis, Public Works Director; Chad Woolley, City Attorney; Chief Tony Mason, UPD Midvale Precinct; Chief Stephen Higgs, UFA; Danny Walz, RDA Director; Annaliese Eichelberger, Planner I/RDA Coordinator; and Jarin Blackham, IT Manager.

Mayor Seghini called the meeting to order at 6:30 p.m.

I. INFORMATIONAL ITEMS
A. DEPARTMENT REPORTS

Chief Mason introduced Detectives Edwin Meono and Darren Paul for their COP reports. Detective Paul said he has been meeting with the apartment complex owners. He reviewed the numbers of calls for each apartment complex within the City.

Mayor Seghini asked the police to concentrate on Woodgate complex as well.

Detective Meono reviewed the complexes in his area. The Council expressed their appreciation for the hard work of the detectives.

Chief Higgs had nothing to report.

Laurie Harvey introduced David Starkey, Senior Accountant, newly hired. She said Moreton Asset Management Group met with her and Dalin today regarding investments for the City. The report card today showed since 2013 the City has earned \$23,300 more than if we would have invested in PTIF. The rate of return on PTIF has been .49% average per month where Moreton's return is .86% average per month. She is working on an analysis of the water rate structure to see if anything needs to be changed there. The CBC Board is meeting tomorrow and an item has been scheduled on July 7th to discuss the CBC further. She reported on the Tax Payer's Association Conference she attended. She said she

confronted them in regards to the misleading and completely incorrect article they published regarding a tax increase for Midvale City. She said they were apologetic. She is hopeful the relationship with the Taxpayer's Association may improve with more communication.

Phillip Hill reported on the power outage that occurred today. It was the Union substation that was taken down by a bird. The power was back on around 5:30 p.m. He said 7200 South is out to bid and closes on the 11th. He reported on the interim legislative session taking place. He is meeting with the property rights coalition tomorrow to see what issues they have.

Bob Davis said the parade float is almost complete and will be picked up by the City. There was a tremendous turnout at the cemetery for Memorial Day. The policy is that one week from Memorial Day staff will clear the flowers to start watering again. He said there is a lot of construction starting up and going on in the City.

Rori Andreason discussed the power outage, open enrollment, and declaration of candidacy.

II. CITY MANAGER'S REPORT

Kane Loader discussed the new CAD system for the County. He said the Good Landlord Program assists with dropping call volumes for public safety and he feels it is working.

Mayor JoAnn B. Seghini opened the regular meeting at 7:23 p.m.

III. GENERAL BUSINESS

A. Welcome and Pledge of Allegiance

B. Roll Call – Council Members Stephen Brown, Paul Hunt and Wayne Sharp, Quinn Sperry, and Paul Glover were present at roll call.

C. Employee Service Awards for January 1, 2015 thru June 31, 2015

Mayor Seghini expressed her sincere appreciation for the work the employees do for the City. She presented service awards to the following employees:

David Clark - 10 years

Janice Johnson - 5 years

Nicole Selman - 5 years

Matt McCune - 5 years

Kelly Ortega - 10 years

Jr. Aiono - 15 years

IV. PUBLIC COMMENTS

There was no one present who wished to speak.

V. **COUNCIL REPORTS**

A. **Councilmember Paul Glover** – had nothing to report.

B. **Councilmember Paul Hunt** – had a call from citizen on 410 East 7500 South. He will give the information to Phillip.

C. **Councilmember Quinn Sperry** – said he had a person mention that some road between 9th and 10th East may be sinking. He will forward the information to Bob. He asked the status of the raccoon program. Kane Loader said Salt Lake County is putting together an Interlocal agreement for participation.

Councilmember Sperry said the fence at Chad Circle is fixed. He expressed appreciation to Keith Ludwig and Matt Hilderman for their help with that fence project.

D. **Councilmember Wayne Sharp** – asked for a report on any tickets issued for texting. Mayor Seghini asked about seat belts as well. Councilmember Sharp said he had asked about eliminating stop signs and trees in park strips and wanted to know when those items are scheduled to come back for discussion. He said he would like those issues to be discussed and a decision made. He asked if pan handlers can be required to get a business license. Kane Loader said he did not think the Council would want to legalize them. Chief Mason said to call the police when they see them and they will go talk with them.

E. **Councilmember Stephen Brown** – asked if staff was writing a noise ordinance in regards to the use of the park. He discussed the need to have something in the park agreement that allows the police to shut down the noise. He said he would like to have some hard numbers to enforce the noise control.

VI. **MAYOR REPORT**

Mayor JoAnn B. Seghini – had nothing to report at this time.

MOTION: **Councilmember Paul Glover MOVED to open the public hearing. The motion was SECONDED by Councilmember Paul Hunt. Mayor Seghini called for discussion on the motion. There being none the Mayor called for a vote. The motion passed unanimously.**

VII. **PUBLIC HEARING(S) – 7:00 PM**

A. **CONSIDER AMENDMENTS TO THE FY2015 BUDGETS**

Laurie Harvey said staff proposed amendments to the FY2015 budget for the General Fund and Capital Improvement Projects Fund. The amendments include reallocations between departments in the General Fund, and the transfer of the appropriation for the new website from the General Fund to the Capital Improvement Projects Fund.

**Midvale City FY 2015 Budget
Budget Opening # 4**

GENERAL FUND

Transfers between departments

- Increases
 - Courts – increased warrants enforcement - \$25,000
 - Information Technology –SeamlessDocs software - \$8,000
 - Information Technology –SeamlessDocs software support - \$7,000
 - Administrative Services – professional services – grant writing - \$5,000
 - Administrative Services – professional services – expansion of business licensing study - \$5,000
 - Parks – part-time wages for cemetery project - \$10,000

- Decreases
 - Legal – benefits for former employees - \$10,000
 - Harvest Days – city float - \$5,000
 - Buildings & Grounds – property insurance - \$10,000
 - Public Safety – crossing guards - \$25,000
 - Streets – signal maintenance - \$10,000

ADMINISTRATIVE SERVICES – PROFESSIONAL SERVICES

- \$20,000 budgeted for grant writers in FY 2015
- \$25,000 projected expenditures
 - Don Gray - \$5,000
 - All CBC – \$80,000 awarded, \$15,000 pending, \$85,000 identified
 - Grant Pro Group - \$20,000
 - \$12,000 CBC – \$102,000 awarded, \$108,000 pending, \$105,000 identified
 - \$6,000 Arts Council
 - \$15,000 awarded, \$6,000 pending, \$150,000 identified
 - Assistance with capital campaign for facilities remodel
 - \$2,000 – Emergency Management – assistance with Emergency Operations Plan

- \$5,000 needed for expansion of Business License Fee study

GENERAL FUND / CAPITAL IMPROVEMENT PROJECTS FUND (CIP)

- Transfer \$25,000 for new website design from General Fund to CIP
 - Vendor selected but work won't be completed until FY 2016

Councilmember Wayne Sharp expressed concern with spending more money on grant writing than originally planned. That money has gone to extend a program that would not continue if it didn't have funding. He said he does not want to spend more money on grants for CBC (Community Building Community) unless the Council approves it prior.

Laurie Harvey said the contracts for 2016 can be written so the grant writers cannot go over the budgeted \$20,000.

Jarin discussed the annual maintenance of the website design. Every 3-4 years they will redesign the website to the City's desire.

Mayor Seghini opened the public comment portion of the hearing. There was no one present who desired to speak to this issue.

MOTION: Councilmember Stephen Brown **MOVED** to close the public hearing. The motion was **SECONDED** by Councilmember Paul Hunt. Mayor Seghini called for discussion on the motion. There being none the Mayor called for a vote. The motion passed unanimously.

ACTION: APPROVE RESOLUTION NO. 2015-R-25 AMENDING THE GENERAL FUND AND CAPITAL IMPROVEMENTS PROJECTS FUND FOR THE FISCAL YEAR ENDING JUNE 30, 2015

MOTION: Councilmember Paul Hunt **MOVED** to adopt Resolution No. 2015-R-25 amending the general fund and capital improvements projects fund for the fiscal year ending June 30, 2015. The motion was **SECONDED** by Councilmember Quinn Sperry. Mayor Seghini called for discussion on the motion. There being none the Mayor called for a roll call vote. The voting was as follows:

Council member Stephen Brown	Aye
Council member Paul Glover	Aye
Council member Paul Hunt	Aye
Councilmember Wayne Sharp	Aye
Council member Quinn Sperry	Aye

The motion passed unanimously.

VIII. CONSENT AGENDA

A. APPROVE MINUTES OF May 12 & 19, 2015

B. SET DATE AND TIME (JUNE 16, 2015 AT 7:00 PM) FOR A PUBLIC HEARING TO CONSIDER ADOPTION OF THE 2016 FISCAL YEAR BUDGET BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016 INCLUDING SALARIES FOR STATUTORY AND ELECTIVE OFFICERS, EMPLOYEES AND OTHER POSITIONS WITHIN THE CITY AS WELL AS FY2016 MIDVALE CITY MUNICIPAL FEE SCHEDULE

MOTION: Councilmember Wayne Sharp **MOVED** to approve the consent agenda. The motion was **SECONDED** by Councilmember Stephen Brown. Mayor Seghini called for discussion on the motion. There being none the Mayor called for a roll call vote. The voting was as follows:

Council member Stephen Brown	Aye
Council member Paul Glover	Aye
Council member Paul Hunt	Aye
Councilmember Wayne Sharp	Aye
Council member Quinn Sperry	Aye

The motion passed unanimously.

IX. DISCUSSION ITEMS

A. DISCUSS BUDGET REVIEW FOR PUBLIC WORKS

Bob Davis reviewed the public works organization and proposed budget for 2016. He emphasized the need to additional help with parks and fleet.

Mayor Seghini asked if the Veterans Memorial could be moved north of cemetery to allow for more lots in the cemetery.

Kane Loader suggested the possibility of moving the Memorial north of City Hall as well.

X. CLOSED SESSION TO DISCUSS THE PURCHASE, EXCHANGE OR LEASE OF REAL PROPERTY

MAYOR: JoAnn Seghini

COUNCIL MEMBERS: Council Member Paul Glover
Council Member Paul Hunt
Council Member Quinn Sperry
Council Member Wayne Sharp
Council Member Stephen Brown

STAFF: Kane Loader, City Manager; Phillip Hill, Assistant City Manager/Community and Economic Development Director; Laurie Harvey, Assistant City Manager/Admin. Services Director; Rori Andreason, H.R. Director/City Recorder; Bob Davis, Public Works Director; Chad Woolley, City Attorney; Danny Walz, RDA Director; Annaliese Eichelberger, Planner I/RDA Coordinator; and Jarin Blackham, IT Manager.

MOTION: Councilmember Paul Glover **MOVED** to move into closed session to discuss the purchase, exchange or lease of real property. The motion was **SECONDED** by Councilmember Stephen Brown. Mayor Seghini called for discussion on the motion. There being none the Mayor called for a roll call vote. The voting was as follows:

Council member Stephen Brown Aye
Council member Paul Glover Aye
Council member Paul Hunt Aye
Councilmember Wayne Sharp Aye
Council member Quinn Sperry Aye

The motion passed unanimously.

The Council went into closed session at 8:31p.m.

MOTION: Councilmember Wayne Sharp **MOVED** to reconvene into open session. The motion was **SECONDED** by Councilmember Paul Hunt. Mayor Seghini called for discussion on the motion. There being none the Mayor called for a vote. The motion passed unanimously.

The Council reconvened into open session at 8:56 p.m.

XI. AJOURN

MOTION: Councilmember Wayne Sharp MOVED to adjourn the meeting. Councilmember Paul Hunt SECONDED the motion. Mayor Seghini called for discussion on the motion. There being none, she called for a vote. The motion passed unanimously.

The meeting adjourned at 8:56 p.m.

**Rori L. Andreason, MMC
CITY RECORDER**

Approved this 16th day of June 2015.

DRAFT



**MIDVALE CITY
CITY COUNCIL WORKSHOP MEETING
*Minutes***

**Tuesday, June 9, 2015
Council Chambers
7505 S. Holden Street
Midvale, Utah 84047**

MAYOR: JoAnn Seghini

COUNCIL MEMBERS: Council Member Wayne Sharp
Council Member Stephen Brown
Council Member Paul Glover via electronic communication
Council Member Paul Hunt
Council Member Quinn Sperry

STAFF: Kane Loader, City Manager; Phillip Hill, Asst. City Manager/CD Director; Laurie Harvey, Asst. City Manager/Admin. Services Director; Rori Andreason, H.R. Director/City Recorder; Danny Walz, Redevelopment Agency Director; Keith Ludwig, City Engineer; and Matt Pierce, Systems Administrator.

Mayor Seghini called the meeting to order at 6:30 p.m.

I. DISCUSSION ITEMS

A. DISCUSS KILGORE COMPANIES CONTRACT, ANNUAL PAVEMENT MANAGEMENT PROJECTS

Keith Ludwig discussed the Kilgore Contract to provide pavement management for the City. He reviewed the ranking of the bids. He said he felt very comfortable with recommending the City to move forward with Kilgore. He discussed the budget for pavement management and the changes due to recent legislation.

B. DISCUSS CONDIE CONSTRUCTION CONTRACT, DEREK HOLLOW STORM DRAIN PROJECT

Keith Ludwig discussed the Derek Hollow Storm Drain Project and the Condie Contract to complete that project. He reviewed the bid and scoring process for the project. He recommended moving forward with this project.

C. DISCUSS TERRA WORKS INC. CONTRACT FOR THE BINGHAM JUNCTION BLVD. SLOPE STABILIZATION PROJECT

Keith Ludwig discussed the Bingham Junction Boulevard Slope Stabilization Project and the contract with Terra Works Inc. He reviewed the bid and scoring process. He recommended moving forward with this project.

D. DISCUSS CONTRACT FOR CONCRETE REPLACEMENT PROGRAM

Keith Ludwig reviewed the concrete replacement program. He discussed the bidding process and the outcome with Quicksilver as the low scoring company. He recommended the city proceed with Quicksilver for this program.

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The council agreed to bring these contracts back as consent items next week.

**E. DISCUSS RESOLUTION SUPPORTING AN ELECTION ON THE
ADDITIONAL SALES TAX FOR TRANSPORTATION FUNDING**

Kane Loader discussed HB362 regarding Transportation Infrastructure Funding. A resolution supporting an election on the additional sales tax for transportation funding has been prepared for the Council’s consideration. He discussed some apprehensions some other cities have with supporting the resolution. He discussed the need for the City to receive this funding. The Council expressed support for the resolution. Staff will bring back as action item next week.

F. DISCUSS FACILITIES USE AGREEMENT FOR UTE CONFERENCE

Kane Loader discussed the Facilities Use Agreement for the Ute Football team. He said the City has worked closely with them to make sure they have three fields in the park for their games. He feels the park will easily accommodate that group and that league. He doesn’t anticipate them growing much. The Ute Conference requires a Use agreement. He reviewed the agreement in detail. He discussed building a storage room and snack bar as well. He said the City Attorney has reviewed this agreement as well as the Community Development Director. He felt this is a good agreement and recommended moving forward.

G. DISCUSS AMENDMENTS TO THE POLICIES AND PROCEDURES MANUAL

Rori Andreason discussed the amendments to the policies and procedures manual. The electronic communications usage was discussed and explained, as well as social media, which were the two major changes to the Manual. The Council asked that staff try to post on the City’s Facebook each day or at least two to three times a week to try and get more followers on the site.

H. BUDGET WRAP UP

Kane Loader discussed the following changes to the FY2016 budget:

General Fund	Original	Amended
Revenues	15,111,200	
Additional property taxes	13,700	
Delinquent property taxes	3,800	
Road cut fees	5,000	
Cemetery service fees	4,000	15,137,700
Expenditures	16,132,000	
Harvest Days Float	(8,000)	
Harvest Days banners	3,000	

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Dev Svcs professional fees	2,500	
Engineering professional fees	5,000	
Professional fees for UPD analysis	10,000	
Utopia Op/Ex reduction	(15,000)	
Design of parks utility building	10,000	
Lobbyist fees	5,000	
Elections	(6,000)	
Repair of Police Station roof	20,000	16,158,500
Draw from Fund Balance	(1,020,800)	(1,020,800)
Change in revenue	26,500	
Change in expenditures	26,500	

Laurie Harvey discussed the proposed fee schedule regarding convenience fees for credit cards. She recommended assessing a convenience fee for online court payments and increasing the convenience fee for utility bills from \$1 to \$3. She recommended allowing American Express cards to be used but putting a cap on the amount that can be charged. The Council agreed.

II. ADJOURN

Mayor Seghini adjourned the meeting at approximately 8:40 p.m.

**Rori L. Andreason, MMC
CITY RECORDER**

Approved this 16th day of June, 2015.



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: June 16, 2015

SUBJECT: Agreement with Kilgore Contracting, L.L.C. for the Pavement Management multi-year contract

SUBMITTED BY: Keith Ludwig, P.E., City Engineer

SUMMARY:

Each year we do as much as we can in way of street maintenance. This work can include asphalt overlays, milling, slurry seals, crack seals, road base and subgrade rehabilitation, and other treatments as deemed appropriate.

This is a three year contract and we have had great success with the contractors over the years. We partner with the contractor and work together on the best treatment for each street that we consider. This allows us to use the pavement management funds in the most economical way we can.

We had four contractors submit proposals, and after going through our evaluation process which included project approach, experience of foremen, schedule and bid, Kilgore Contracting was deemed to be the best overall bidder.

We have a contract prepared for the City to enter into with Kilgore Contracting and would like to have the Mayor sign this contract. A resolution has been prepared to that affect.

FISCAL IMPACT: We typically budget \$500,000 per year for this work. This will change as we start collecting the increase in gas tax and possibly the County wide sales tax increase.

STAFF'S RECOMMENDATION AND MOTION:

I move that we approve Resolution No. 2015-R-30, authorizing the Mayor to enter into a Contract with Kilgore Contracting for the Midvale City Street Improvement Project, FY '16 – FY '18.

Attachments:

**Resolution No. 2015-R-30
Agreement
Bidding documents**

**MIDVALE CITY, UTAH
RESOLUTION NO. 2015-R-30**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER
INTO A CONTRACT WITH KILGORE CONTRACTING, LLC
FOR THE CONSTRUCTION OF THE MIDVALE CITY STREET
IMPROVEMENT PROJECT FY '16 – FY '18**

WHEREAS, Midvale City has an interest in maintaining its street network in as good as condition as practical; and

WHEREAS, the City receives funds from taxes and other sources that are to be used for street maintenance; and

WHEREAS, the City uses these funds in a pavement management program that is carried out by independent contractors through a public bid process; and

WHEREAS, the City held a public bid opening on May 19, 2015 for the Midvale City Street Improvement Project FY '16 – FY '18; and

WHEREAS, the City has evaluated the bids based on the criteria noted in the bid documents, and based on that evaluation wishes to award the Midvale City Street Improvement Project FY '16 – FY '18 to Kilgore Contracting, L.L.C.; and

WHEREAS, an agreement has been prepared between the City and Kilgore Contracting, L.L.C.

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City Council adopts this resolution authorizing the Mayor to sign the agreement with Kilgore Contracting, L.L.C. for the construction of the Midvale City Street Improvement Project FY '16 – FY '18.

APPROVED AND ADOPTED this 16th day of June, 2015.

JoAnn B. Seghini, Mayor

Voting by the Council:	Aye	Nay
Stephen Brown	___	___
Paul Glover	___	___
Paul Hunt	___	___
Wayne Sharp	___	___
Quinn Sperry	___	___

ATTEST:

Rori L. Andreason, MMC
City Recorder

BIDDER	APPROACH Rank times 20%		EXPERIENCE OF CONST FOREMAN Rank times 20%		SCHEDULE Rank times 20%		BID PRICE \$	Rank times 40%		Overall Rank (Award to Lowest Rank)
Morgan Asphalt	4x 0.2	0.80	2x 0.2	0.40	2x 0.2	0.40	\$405,300	2x 0.4	0.80	2.40
Miller Paving	1x 0.2	0.20	3x 0.2	0.60	1x 0.2	0.20	\$529,720	4x 0.4	1.6	2.60
Kilgore Companies	2x 0.2	0.40	1x 0.2	0.20	4x 0.2	0.80	\$392,940	1x 0.4	0.40	1.80
Staker/Parsons	3x 0.2	0.60	4x 0.2	0.80	3x 0.2	0.60	\$504,235	3x 0.4	1.20	3.20
	x 0.2		x 0.2		x 0.2			x 0.4		
	x 0.2		x 0.2		x 0.2			x 0.4		
	x 0.2		x 0.2		x 0.2			x 0.4		
	x 0.2		x 0.2		x 0.2			x 0.4		
	x 0.2		x 0.2		x 0.2			x 0.4		
	x 0.2		x 0.2		x 0.2			x 0.4		
	x 0.2		x 0.2		x 0.2			x 0.4		
	x 0.2		x 0.2		x 0.2			x 0.4		
	x 0.2		x 0.2		x 0.2			x 0.4		
	x 0.2		x 0.2		x 0.2			x 0.4		

DOCUMENT 00420

NOTICE OF AWARD

TO: Matt Rentscher
Kilgore Companies
P.O. Box 869
Magna, UT 84044

PROJECT Description: Midvale City Street Improvement Project, FY2016-FY2018

You are hereby notified that the owner has accepted your bid in the amount of: \$ 392,940 - for
the construction of the Midvale City Street Improvement Project, FY2016-FY2018.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 19th day of May, 20 15

By Keith Ludwig
Title City Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by Kilgore Companies

this the 28th day of May, 20 15.

By Jacob Lee
Title Project Manager

DOCUMENT 00500

AGREEMENT FORM

THIS AGREEMENT dated as of the 29 day of May, 2015, is by and between Midvale City (hereinafter called OWNER), and Kilgore Contracting (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Midvale City Street Improvement Project, FY2016-FY2018.

Article 2. ENGINEER

The Project has been designed by:

Ensign Engineering
45 West 10000 South
Sandy, UT 84070

who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

- 3.1. The Work will be substantially completed on or before September 30, of each year throughout the duration of this agreement, and will be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before October 15, of each year throughout the duration of this agreement. (If weather shutdown is agreed upon, revised dates will be established).

Article 4. CONTRACT PRICE

- 4.1. OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds in accordance with the Bid Form included herewith.

(See attached Bid Form)

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1. PROGRESS PAYMENTS: All progress payments will be on the basis of the progress of the Work estimated by the Engineer.
- 5.2. FINAL PAYMENT: Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

Article 6. INTEREST

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1. CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 7.2. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the work consist of the following:

- 8.1. This Agreement (pages 1 to 4, inclusive).
- 8.2. Exhibits to this Agreement.
- 8.3. Notice of Award.
- 8.4. General Conditions (Section 700)
- 8.5. Supplementary Conditions (Section 800 pages 1 to 5)
- 8.6. Specifications bearing the title TECHNICAL SPECIFICATIONS and consisting of the divisions as listed in table of contents thereof.
- 8.7. Drawings, consisting of sheets listed in the Index of Drawings.
- 8.8. Addenda numbers _____ / _____ to _____ / _____ inclusive.
- 8.9. CONTRACTOR'S Bid
- 8.10. Documentation submitted by CONTRACTOR prior to Notice of Award.

- 8.11. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.04 and 3.05 of the General Conditions.
- 8.12. The documents listed in paragraphs 8.2 et seq. above are attached to the Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed above in the Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 and 3.05 of the General Conditions.

Article 9. MISCELLANEOUS

- 9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 10. OTHER PROVISIONS

None

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and Engineer. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by Engineer on their behalf.

This Agreement will be effective on 29 May 2015.

OWNER: Midvale City Corporation

By _____

[CORPORATE SEAL]

Attest _____

Address for giving notices:

7505 Holden Street

Midvale, Utah 84047

CONTRACTOR _____

[Signature]

By MICHAEL E. ALTER

C.O.

[CORPORATE SEAL]

Attest [Signature]

Address for giving notices:

P.O. Box 869
Magna, Utah 84044

License No. 7741778-5501

Agency for service process:

(If CONTRACTOR is not a corporation, attach evidence of authority to sign.)



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: June 16, 2015

SUBJECT: Agreement with Condie Construction Company for the Derek Hollow Storm Drain Project

SUBMITTED BY: Keith Ludwig, P.E., City Engineer

SUMMARY:

In the past, Midvale City has experienced localized flooding during some storm events. City staff has come up with a list of projects that would eliminate these flooding issues.

Based on that list, the City has secured bond money for the design and construction of these projects. Last summer we did a project on Adams Street, we have a project currently under way for storm drain work on 400 West and on 85 East and 6890 South area. Derek Hollow storm drain project is our next project we would like to construct.

Our consultant, Bowen Collins & Associates, has designed the project which went out to bid in May. We held a bid opening on May 21st, 2015. The City received 3 bids.

We evaluated the bids based on the criteria outlined in the bid documents, which included the bid price, approach to the project, construction schedule and past experience.

Based on that evaluation, Condie Construction was deemed as the best overall bidder. We have a contract prepared for the City to enter into with Condie Construction, and would desire to have the Mayor sign this contract. A resolution has been prepared to that effect.

FISCAL IMPACT: Their bid of \$1,025,548 is within our budget of \$1,830,000, which is what we currently have remaining out of the bond proceeds.

STAFF'S RECOMMENDATION AND MOTION:

I move that we approve Resolution No. 2015-R-31, authorizing the Mayor to enter into a contract with Condie Construction Company for the Derek Hollow Storm Drain Project.

Attachments:

**Resolution 2015-R-31
Agreement
Bid documents**

**MIDVALE CITY, UTAH
RESOLUTION NO. 2015-R-31**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER
INTO A CONTRACT WITH CONDIE CONSTRUCTION
COMPANY FOR THE DEREK HOLLOW STORM DRAIN
PROJECT**

WHEREAS, Midvale City has, in the past, experienced localized flooding in various areas during storm events; and

WHEREAS, City staff have developed a list of projects to help eliminate these flooding issues; and

WHEREAS, the City procured funds for these projects via the bond market and has been working on getting as many of these projects built as possible, and the Derek Hollow Storm Drain project is the next one to go out; and

WHEREAS, the City held a public bid opening on May 21, 2015 for the Derek Hollow Storm Drain Project; and

WHEREAS, the City has evaluated the bids based on the criteria noted in the bid documents, and based on that evaluation wishes to award the Derek Hollow Storm Drain Project to Condie Construction Company; and

WHEREAS, an agreement has been prepared between the City and Condie Construction Company.

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City Council adopts this resolution authorizing the Mayor to sign the agreement with Condie Construction Company for the Derek Hollow Storm Drain Project.

APPROVED AND ADOPTED this 16th day of June, 2015.

JoAnn B. Seghini, Mayor

Voting by the Council:	Aye	Nay
Stephen Brown	___	___
Paul Glover	___	___
Paul Hunt	___	___
Wayne Sharp	___	___
Quinn Sperry	___	___

ATTEST:

Rori L. Andreason, MMC
City Recorder

**DEREK HOLLOW STORM DRAIN PROJECT
PROPOSAL SCORING**

BID SCORES

		Points Possible	VanCon	Fusion Pipeline	Condie
1	Bid Price Score	25	24.01	20.54	25.00
	Bid Price		\$ 1,067,959.00	\$ 1,248,226.00	\$ 1,025,548.00

APPROACH, SCHEDULE, AND QUALIFICATIONS SCORES

2	Approach to Project	25	17.00	19.50	24.50
3	Preliminary Construction Schedule	25	22.00	23.00	25.00
4	Qualifications and Experience of Project Team	25	25.00	17.00	20.00
		75	64	59.5	69.5

TOTAL PROPOSAL SCORES

		Points Possible	VanCon	Fusion Pipeline	Condie
Proposal Score + Bid Score (100 Points Possible)		100.0	88.0	80.0	94.5
Rank			2	3	1

May 27, 2015

Keith Ludwig, P.E. City Engineer
Midvale City
7505 Holden Street
Midvale, Utah 84047

Subject: Derek Hollow Storm Drain Project - Recommendation of Award

Dear Keith:

On May 18, 2015, Midvale City (City) received proposals and separately sealed bids from three contractors for construction of the Derek Hollow Storm Drain Project. Using submitted bid forms, we completed a bid summary and evaluation for the project. A copy of the bid summary and evaluation is included with this letter.

We have reviewed the bid documents and found that the bid prices and corresponding amounts appear to be accurate for all three bidders thus confirming that Condie Construction is the low bidder. Condie's bid includes the Bid Bond and acknowledgment of the Addendum. The proposals including bids were evaluated using four criteria, each with an equal weight of 25 points possible. The four criteria are: 1) Bid Price, 2) Approach to the Project, 3) Schedule, and 4) Qualifications and Experience. Based on the results of the bid evaluation, Condie Construction has the highest total points at 94.5. Condie is the low bid and is responsive in the areas of approach to project, schedule and qualifications. Condie's approach addressed the items discussed in the pre-bid meeting.

In addition, we have spoken with representatives from Utah County and American Fork City about Condie's performance on recent storm drain projects that included large diameter storm drain pipe. In both cases the owners were pleased with the work performed by Condie including their efforts in working with the public.

We recommend that the City award the contract for the Derek Hollow Storm Drain Project to Condie Construction for the submitted total bid amount of \$1,025,548.00. A draft Notice of Award form for the project is included with this letter. If you find it acceptable, please sign it and send it to Condie Construction so they can prepare their insurance and bond documentation.

We appreciate the opportunity to work with the City on this project and look forward to its successful completion. If you have any questions or need further information, feel to contact me at 801-495-2224.

Sincerely,
Bowen Collins & Associates, Inc.



Brian Romrell, P.E.
Project Engineer

Owner *Midvale City Corporation*

Authorized Signature

By: *[Handwritten Signature]*

Title: *City Engineer*

Copy: Engineer

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 300 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of ____ percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference) consisting of the Drawings listed on the attached sheet index.
 - 8. Addenda.
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

A. None.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

RESOLUTION NO. 2015-R-32

WHEREAS, Midvale City has various pieces of open space throughout the City which the City maintains for public use; and

WHEREAS, one of the open space areas lies between Bingham Junction Blvd. and the San Moritz apartment community between Center Street and Tuscany View Drive; and

WHEREAS, this area has been landscaped previously with plant material and rock mulch, however because of the slope, the rock mulch has sluffed down the slope in several area, creating a maintenance issues as well as a visual problem; and

WHEREAS, the City would like to keep its open space areas in a neat and maintained manner, therefore we had this area redesigned to make the slope more stable by removing the rock mulch and adding additional plant materials and other types of mulch material; and

WHEREAS, this project was put out to bid with a bid opening held on May 27th, 2015; and

WHEREAS, the low bid submitted by Terra Work, Inc. is within the budget for this project, and based on that the City wishes to award the Bingham Junction Blvd. Slope Stabilization project to Terra Works, Inc.; and

WHEREAS, an agreement has been prepared between the City and Terra Works, Inc.

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City Council adopts this resolution authorizing the Mayor to sign the agreement with Terra Works, Inc. for the Bingham Junction Blvd. Slope Stabilization Project.

APPROVED AND ADOPTED this _____ day of _____, 2015.

JoAnn Seghini, Mayor

ATTEST:

Rori L. Andreason,
City Recorder

Voting by the City Council	“Aye”	“Nay”
Stephen Brown	_____	_____
Paul Glover	_____	_____
Quinn Sperry	_____	_____
Paul Hunt	_____	_____
Wayne Sharp	_____	_____



L O G A N S I M P S O N

June 5, 2015

Mr. Keith Ludwig
7505 South Holden Street
Midvale, Utah 84047

Subject: Midvale City, Bingham Jct. Slope Stabilization

Dear Mr. Ludwig,

As the lead design consultant we would like to make a formal recommendation to select and award the Bingham Junction Blvd – Slope Stabilization project to the qualified low bidder. TerraWorks Inc. was the low bid at \$90,573.

We have recently completed a successful project in Salt Lake City with TerraWorks where they completed the project in a time efficient manor while paying close attention to detail and quality. We believe that they will fulfill all contract requirements to see this project through a successful completion.

TerraWorks indicated in the Bid Documents that they would mobilize on August 3rd and be completed by September 15th of this year. Please let us know if you have any questions regarding this.

Sincerely,

Jesse Bell, RLA, ASLA
Senior Landscape Architect

MIDVALE CITY CORPORATION
NOTICE OF AWARD
(Notice of Acceptance of Bid)

TO: Terra Works Inc.

RE: Bingham Junction Blvd. Slope Stabilization

You are hereby notified that the owner has accepted your bid in the amount of:

\$90,573

for the construction of the Bingham Junction Slope Stabilization Project.

You should execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond and Certificates of Insurance within ten calendar days from the date of this notice to you.

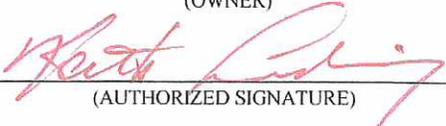
An acknowledged copy of this Notice of Award should be returned to the Owner, attention: Keith Ludwig.

Dated this 5th day of June, 2015.

Midvale City Corporation

(OWNER)

By: _____


(AUTHORIZED SIGNATURE)

City Engineer

(TITLE)

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by:

_____, this _____ day of _____, 20__

By: _____

Title: _____

AGREEMENT FORM

THIS AGREEMENT dated as of the _____ day of _____, 20____, is by and between Midvale City (hereinafter called OWNER), and _____ (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Removal and replacement of various landscaping features including plant material, rock mulch, concrete edging, etc.

2. ENGINEER

The Project has been designed by:

Logan Simpson
8 East Broadway, Suite 300
Salt Lake City, UT 84010

who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

3. CONTRACT TIME

3.1. The Work will be substantially completed on or before **DATE**, 2015 and will be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before **Date**. (If weather shutdown is agreed upon, revised dates will be established).

3.2. LIQUIDATED DAMAGES

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One Hundred Dollars (\$100.00) for each calendar day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or within any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER

One Hundred Dollars (\$100.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

4. CONTRACT PRICE

4.1. OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds in accordance with the Bid Form included herewith.

5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. PROGRESS PAYMENTS: All progress payments will be on the basis of the progress of the Work estimated by the engineer.

5.2. FINAL PAYMENT: Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

6. INTEREST

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1. CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 6.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar data are or will be required by CONTRACTOR for such purposes.

7.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities.

No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.3 of the General Conditions.

7.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the work consist of the following:

8.1. This Agreement (pages 1 to 4, inclusive).

8.2. Exhibits to this Agreement (pages_ to _, inclusive).

8.3. Performance and other Bonds, identified as Exhibits A.

8.4. Notice of Award.

8.5. General Conditions (pages 1 to 62, inclusive).

8.6. Supplementary Conditions.

8.7. Specifications bearing the title TECHNICAL SPECIFICATIONS and consisting of divisions as listed in the table of contents thereof.

- 8.8. Drawings
- 8.9. Addenda numbers to inclusive.
- 8.10. CONTRACTOR'S Bid (pages 1 to 4, inclusive) marked Exhibit B.
- 8.11. Documentation submitted by CONTRACTOR prior to Notice of Award.
- 8.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.4 and 3.5 of the General Conditions.
- 8.13. The documents listed in paragraphs 8.2 et seq. above are attached to the Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed above in the Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.4 and 3.5 of the General Conditions.

9. MISCELLANEOUS

- 9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

10. OTHER PROVISIONS

None

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____ 20_____.

_____, OWNER _____, CONTRACTOR

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Midvale City
Bingham Junction Blvd. Slope Stabilization

Address for Giving Notices:

Midvale City Corporation

7505 South Holden Street

Midvale, UT 84047

Address for Giving Notices:

(OWNER shall attach authority to sign and resolution or other documents authorizing execution of Agreement.)

License No.: _____

Agent for Service of Process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

END OF SECTION

RESOLUTION NO. 2015-R-33

WHEREAS, Midvale City has an interest in maintaining its sidewalks, curbs/gutters in as good as condition as practical, as well as upgrading sidewalk ramps to meet current ADA standards; and

WHEREAS, the City receives funds from taxes and other sources that are dedicated for this work; and

WHEREAS, the City uses these funds in a replacement program that is carried out by independent contractors through a public bid process; and

WHEREAS, the City held a public bid opening on June 4th, 2015 for the Midvale City FY '16 – FY '18 Concrete Replacement Project; and

WHEREAS, the City has evaluated the bids based on the criteria noted in the bid documents, and based on that evaluation wishes to award the Midvale City FY '16 – FY '18 Concrete Replacement Project to Quicksilver Concrete; and

WHEREAS, an agreement has been prepared between the City and Quicksilver Concrete.

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City Council adopts this resolution authorizing the Mayor to sign the agreement with Quicksilver Concrete for the construction of the Midvale City FY '16 – FY '18 Concrete Replacement Project.

APPROVED AND ADOPTED this _____ day of _____, 2015.

JoAnn Seghini, Mayor

ATTEST:

Rori L. Andreason,
City Recorder

Voting by the City Council	“Aye”	“Nay”
Stephen Brown	_____	_____
Paul Glover	_____	_____
Quinn Sperry	_____	_____
Paul Hunt	_____	_____
Wayne Sharp	_____	_____

BIDDER	APPROACH Rank times 30%		EXPERIENCE Rank times 30%		BID PRICE Rank times 40%			Overall Rank (Award to Lowest Rank)
QuickSilver Concrete	1x 0.3	0.3	2x 0.3	0.6	\$113,950	1x 0.4	0.4	1.3
Bowen Construction	3x 0.3	0.9	1x 0.3	0.3	\$143,565	2x 0.4	0.8	2.0
Acme Construction	2x 0.3	0.6	3x 0.3	0.9	\$153,115	3x 0.4	1.2	2.7
	x 0.3		x 0.3			x 0.4		
	x 0.3		x 0.3			x 0.4		
	x 0.3		x 0.3			x 0.4		
	x 0.3		x 0.3			x 0.4		
	x 0.3		x 0.3			x 0.4		
	x 0.3		x 0.3			x 0.4		
	x 0.3		x 0.3			x 0.4		
	x 0.3		x 0.3			x 0.4		
	x 0.3		x 0.3			x 0.4		
	x 0.3		x 0.3			x 0.4		
	x 0.3		x 0.3			x 0.4		

MIDVALE CITY CORPORATION
NOTICE OF AWARD
(Notice of Acceptance of Bid)

TO: Quicksilver Concrete

RE: Midvale City FY'16 – FY'18 Concrete Replacement Project

You are hereby notified that the owner has accepted your bid in the amount of:

\$113,950

for the construction of the Midvale City FY'16 – FY'18 Concrete Replacement Project.

You should execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond and Certificates of Insurance within ten calendar days from the date of this notice to you.

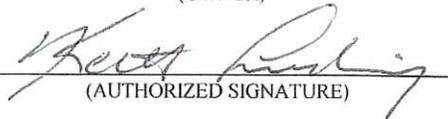
An acknowledged copy of this Notice of Award should be returned to the Owner, attention: Keith Ludwig.

Dated this _____ 5th day of _____ June _____, 2015.

Midvale City Corporation

(OWNER)

By: _____


(AUTHORIZED SIGNATURE)

City Engineer

(TITLE)

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by:

_____, this _____ day of _____, 20__

By: _____

Title: _____

DOCUMENT 00500

AGREEMENT FORM

THIS AGREEMENT dated as of the _____ day of _____, 20____, is by and between Midvale City (hereinafter called OWNER), and _____ (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Removal and replacement of various sidewalk, curb and gutter, driveway, and appurtenant work on existing streets as described herein.

2. ENGINEER

The Project has been designed by:

Midvale City Engineering Division
7505 South Holden Street
Midvale, UT 84047

who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

3. CONTRACT TIME

- 3.1. The Work will be substantially completed on or before October 15 of each year throughout the duration of this agreement, and will be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before October 30th of each year throughout the duration of this agreement. (If weather shutdown is agreed upon, revised dates will be established).

3.2. LIQUIDATED DAMAGES

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One Hundred Dollars (\$100.00) for each calendar day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or within any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER

One Hundred Dollars (\$100.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

4. CONTRACT PRICE

- 4.1. OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds in accordance with the Bid Form included herewith.

5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1. PROGRESS PAYMENTS: All progress payments will be on the basis of the progress of the Work estimated by the engineer.

5.2. FINAL PAYMENT: Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

6. INTEREST

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1. CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.
- 7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 6.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar data are or will be required by CONTRACTOR for such purposes.
- 7.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities.

No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.3 of the General Conditions.

- 7.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the work consist of the following:

- 8.1. This Agreement (pages 1 to 4, inclusive).
- 8.2. Exhibits to this Agreement (pages_ to _, inclusive).
- 8.3. Performance and other Bonds, identified as Exhibits A.
- 8.4. Notice of Award.
- 8.5. General Conditions (pages 1 to 62, inclusive).
- 8.6. Supplementary Conditions.

- 8.7. Specifications bearing the title TECHNICAL SPECIFICATIONS and consisting of divisions as listed in the table of contents thereof.
 - 8.8. Drawings (N/A)
 - 8.9. Addenda numbers to inclusive.
 - 8.10. CONTRACTOR'S Bid (pages 1 to 4, inclusive) marked Exhibit B.
 - 8.11. Documentation submitted by CONTRACTOR prior to Notice of Award.
 - 8.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.4 and 3.5 of the General Conditions.
 - 8.13. The documents listed in paragraphs 8.2 et seq. above are attached to the Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed above in the Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.4 and 3.5 of the General Conditions.
9. MISCELLANEOUS
- 9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
 - 9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
 - 9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
10. OTHER PROVISIONS
None

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____ 20____.

_____, OWNER

_____, CONTRACTOR

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Address for Giving Notices:

Address for Giving Notices:

Midvale City Corporation _____

7505 South Holden Street _____

Midvale, UT 84047 _____

(OWNER shall attach authority to sign and resolution or other documents authorizing execution of Agreement.)

License No.: _____

Agent for Service of Process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

END OF SECTION



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: June 16, 2015

ITEM: **Action approving Resolution No. 2015-R-34 a resolution approving the Parks Lease Agreement between Midvale City and the Ute Conference, Hillcrest District and authorizing the Mayor to sign on behalf of the City.**

SUBMITTED BY: **Kane Loader, City Manager**

SUMMARY:

The Ute Conference, Hillcrest District has been using the athletic fields located at the Midvale Middle School for their practices and games for many years. With the reconstruction of the Middle School and the addition of the new Midvale Elementary School to the property there is not sufficient area left to provide the space needed for the Hillcrest-Ute Conference football program.

With the City acquiring the use of the old Midvale Elementary property from the Canyons School District for parks and recreation space, the City was able to design and construct an area large enough to accommodate the football program. The City staff worked with Hillcrest District Board of Directors to come up with a facilities use agreement that would facilitate their use of the new park space.

STAFF'S RECOMMENDATION AND MOTION: *I move that we approve Resolution No. 2015-R-34 a resolution approving the Parks Lease Agreement between the City and the Ute Conference, Hillcrest District and authorizing the Mayor to sign the agreement on behalf of the City.*

Attachments: **Parks Lease Agreement**

MIDVALE CITY

RESOLUTION No. 2015-R-34

A RESOLUTION APPROVING THE PARKS LEASE AGREEMENT BETWEEN MIDVALE CITY AND THE UTE CONFERENCE, HILLCREST DISTRICT AND AUTHORIZING THE MAYOR TO SIGN ON BEHALF OF THE CITY.

WHEREAS, the Ute Conference, Hillcrest District runs a youth football program that serves the youth of Midvale City; and

WHEREAS, Midvale City owns and maintains parks to beautify the City and provide recreational opportunities for its citizens; and

WHEREAS, the Ute Conference, Hillcrest District wishes to lease park space from the City to run its youth football program; and

WHEREAS, the City wishes to provide an opportunity for its youth to participate in a youth football program;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Midvale City, Utah, as follows:

SECTION ONE: That the Midvale City Council approves the Parks Lease Agreement between Midvale City and the Ute Conference, Hillcrest District attached as Exhibit "A".

SECTION TWO: That the Midvale City Council authorizes the Mayor to sign said agreement on behalf of the City.

PASSED AND APPROVED this 6th day of June, 2015.

Mayor JoAnn B. Seghini

[SEAL]

VOTING:

Quinn Sperry	Yea	___	Nay	___
Paul Glover	Yea	___	Nay	___
Paul Hunt	Yea	___	Nay	___
Wayne Sharp	Yea	___	Nay	___
Stephen Brown	Yea	___	Nay	___

ATTEST:

Rori L. Andreason, MMC
City Recorder

Midvale Parks Lease Agreement

This Agreement to lease a park owned and maintained by Midvale City to be used to host youth football activities is made and entered into as of June 8, 2015, by and between Midvale City, a Utah municipal corporation, and the Ute Conference Incorporated.

Background

Ute Conference runs a youth football program that serves Midvale youth; and

Midvale owns and maintains parks to beautify the city and provide recreational opportunities for its citizens; and

Ute Conference wishes to lease park space from Midvale to run its youth football program; and

Midvale wishes to provide an opportunity to participate in youth football to its citizens;

Therefore, in consideration of the lease amount and provisions set forth in the Agreement, Midvale and Ute Conference agree as follows:

Agreement

1. Midvale City Main Park

- A. **Location.** Midvale will provide a portion of Main Park located at 350 West Center Street, Midvale, for use by Ute Conference.
- B. **Fields.** Ute Conference may use Main Park from Center Street north to the Senior Center. Approximately 3 full-size fields will be temporarily striped by Ute Conference the day of or the day before games at the south and center of Main Park.
- C. **Permitted Uses.** Ute Conference may use the fields of Main Park for sign-ups, practices, games, and tournaments during the Ute Conference season.
- D. **Use of Facilities.** Ute Conference may use the existing restrooms located at the center of Main Park.
 - i. **Storage Facility.** Midvale and Ute Conference may add an addendum to this Agreement if Midvale and Ute Conference decide to build a storage facility to store uniforms and equipment.
 - ii. **Temporary Facilities.** Ute Conference may provide temporary facilities including bleachers and temporary fencing for tournament games with Midvale's written permission. Ute Conference must provide Midvale a reasonable amount of time to review any requests for additional facilities. Ute Conference is solely responsible for paying for any temporary facilities.
 - iii. **Parking.** In the event parking becomes an issue with Main Park neighbors because of Ute Conference use, Midvale and Ute Conference agree to negotiate a workable solution in good faith.

- iv. **Signage.** Ute Conference may post signage with Midvale's written permission.
- E. **Scheduling.** Ute Conference must provide Midvale a schedule of Ute Conference's use of Main Park at least 1 month before the beginning of each season.
 - i. **Sign-ups.** Sign-ups may be allowed for 1 or 2 days each year in July.
 - ii. **Practices.** Practices may be allowed daily during the season.
 - iii. **Games.** Games may be allowed every Saturday of the season.
 - iv. **Playoffs and Championships.** Playoff and championship games may be scheduled in October and November.
 - v. **City Celebrations.** The Ute Conference schedule of Main Park may not interfere with Harvest Days and Cinco de Mayo celebrations. The dates of these events may be found on Midvale's website (www.midvalecity.org) or the following websites (www.midvaleharvestdays.com; www.midvalecinodemayo.net).

2. **Payment**

- A. **Payment Amount.** Ute Conference will pay Midvale \$5 per Hillcrest District participant.
- B. **Payment Date.** Ute Conference must pay Midvale on or before August 31 of each year of the lease.
- C. **Payment Use.** Midvale will exclusively use Ute Conference's annual payment to make improvements to Main Park that will assist with Ute Conference activities.

3. **Lease Term**

The Agreement will become effective on the date above and will terminate at 11:59:59 pm on April 30, 2020.

4. **Termination**

- A. **Notice.** Either party may terminate the Agreement by providing the other party written notice 30 days in advance of the desired termination date.
- B. **Refund.** In the event that Midvale terminates the Agreement during the Ute Conference season, Midvale will refund Ute Conference its payment for that season. In the event that Ute Conference terminates the Agreement during its season, Ute Conference will not receive a refund from Midvale for that season.

5. **Indemnification**

Ute Conference recognizes that football is an inherently dangerous activity and that its participants play at their own risk. Ute Conference agrees to defend, indemnify, and hold harmless Midvale and its officials, employees, and all others acting on Midvale's behalf from and against all damages, liabilities, and claims relating to participation in Ute Conference's youth football league or Ute Conference's use of Main Park.

6. Default

- A. **Default.** If either party fails to perform its obligations under this Agreement, the breaching party will be considered in default of the Agreement.
- B. **Notice/Cure.** The non-breaching party must provide the breaching party written notice of the breach and provide 14 days to correct the breach from the time of the notice.
- C. **Termination.** If the breach has not been corrected with 14 days of the notice, the non-breaching party may immediately terminate the Agreement.
- D. **Refund.** Upon termination of the Agreement, any refunds will be decided in accordance with Section 4(B) 'Refund' of this Agreement.

7. Waiver.

Failure by either party to insist upon the strict performance of any condition of this Agreement or to exercise any right or remedy found under the Agreement does not constitute a waiver. Any party may waive any of its rights or any conditions by written notice to the other party. No waiver may affect or alter the remainder of this Agreement. Every other condition in the Agreement will remain in full force with respect to any other existing or subsequently occurring breach.

8. Modification

Any modification to the Agreement is prohibited without prior written consent by both parties.

9. Force Majeure

Neither party will be held responsible for delay or default caused by fire, flood, riot, acts of God, war, or any event that is beyond the parties' reasonable control.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements.

11. Severability

In the event that any condition of the Agreement is held to be void, the voided condition will be considered severable from the remainder of the Agreement and will not affect any other condition in the Agreement. If the condition is invalid due to its scope or breadth, the condition will be considered valid to the extent of the scope or breadth permitted by law.

12. Applicable Law

The Agreement is governed in accordance with the laws of the State of Utah.

[Signature Page to Follow]

Midvale and Ute Conference have read and understand the terms of the Agreement. Both parties have demonstrated their willingness to enter into the Agreement as of the date above by having their authorized representatives sign below.

Midvale City
7505 South Holden St.
Midvale, Utah 84047
(801) 567-7225

JoAnn B. Seghini, Mayor

Attest:

Rori Andreason, City Recorder
Midvale City

Ute Conference, Hillcrest District



Mike Groth, District President
E-Mail: mtthgroth@hotmail.com



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: June 16, 2015

SUBJECT: Consider Amendments to the Midvale City Policies and Procedures Manual

SUBMITTED BY: Rori Andreason, H.R. Director/City Recorder

SUMMARY:

On June 9, 2015 proposed amendments to the Midvale City Policies and Procedures Manual were discussed with the City Council. As this is a working document, periodic reviews are conducted and amendments proposed in order to update policies and be consistent with legislative changes. The proposed amendments have been discussed with the City management and the Employees Association.

Upon approval of the proposed amendments, each employee of the City will be given an updated manual and asked to sign a statement indicating they have received and read the policies. A resolution adopting the proposed amendments to the Midvale City Policies and Procedures Manual has been prepared for Council consideration.

FISCAL IMPACT: N/A

RECOMMENDED MOTION:

I move that we approve Resolution No. 2015-R-36 Adopting amendments to the Midvale City Policies and Procedures Manual.

Attachments: Proposed Resolution
Midvale City Policies and Procedures Manual

MIDVALE CITY, UTAH

RESOLUTION NO. 2015-R-36

**A RESOLUTION ADOPTING AMENDMENTS TO THE
MIDVALE CITY POLICIES AND PROCEDURES MANUAL**

WHEREAS, the City Council adopted the most recent version of the Midvale City Policies and Procedures Manual by Resolution in August 2014; and

WHEREAS, periodic reviews of the City’s policies and procedures are conducted by City Staff and the City Council in order to update policies and be consistent with legislative changes; and

WHEREAS, the City Council finds the revisions to the Midvale City Policies and Procedures Manual to be in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MIDVALE CITY, UTAH:

Section 1. The City Council hereby desires to approve the proposed Midvale City Policies and Procedures Manual (Exhibit A).

Section 2. This Resolution shall take effect immediately upon passage.

APPROVED AND ADOPTED this 16th day of June 2015.

JoAnn B. Seghini, Mayor

ATTEST:

Rori L. Andreason, MMC
City Recorder

Voting by the City Council	“Aye”	“Nay”
Stephen Brown	_____	_____
Paul Glover	_____	_____
Quinn Sperry	_____	_____
Paul Hunt	_____	_____
Wayne Sharp	_____	_____



MIDVALE CITY POLICIES AND PROCEDURES MANUAL

Adopted in _____ by Resolution No.



EMPLOYEE ACKNOWLEDGMENT MIDVALE POLICIES AND PROCEDURES MANUAL

I CERTIFY that on _____ I received a copy of the Midvale Policies and Procedures Manual.

I UNDERSTAND that this Manual supersedes any and all prior written personnel policies or manuals issued by the City.

I UNDERSTAND that receipt of this Manual constitutes a legal notification of the contents and that it is my responsibility to become familiar with and adhere to the policies and procedures that are stated herein.

I UNDERSTAND that the information in this Manual is subject to change at any time, solely at the discretion of the City, with notice to the employee. It is my responsibility to keep informed of these changes and file updated material as I receive it.

I UNDERSTAND that no verbal or written agreements, understandings, representations or statements made by my supervisor, or anyone, can change the policies outlined in this Manual, or bind the City to any course of action.

I UNDERSTAND that the policies and statements contained in this Manual and in other statements that may be issued from time to time do not create a contract or agreement, actual or implied of any kind or nature, between the City and its employees.

I UNDERSTAND that when my employment with the City ends, I have an obligation to satisfy all financial obligations related to my employment by the City. In the event, I do not satisfy those financial obligations, I expressly authorize a deduction from my final paycheck to satisfy any remaining personal financial obligations.

Employee's Signature

Employee's Name (Please Print)

Date

Witness



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PART I - INTRODUCTION

1.1 WELCOME TO MIDVALE CITY

Welcome to employment with Midvale City!

An interesting and challenging experience awaits you as an employee of the City. If you are a new employee, we welcome you to our team.

This **Manual handbook** is designed to acquaint employees with the City and to provide information about working conditions, employee benefits, and policies affecting employment. It is designed to provide a general understanding of our personnel policies, as well as to describe some of the City's rules, regulations, expectations, programs, and benefits available to eligible employees. Please familiarize yourself with its contents as soon as possible as each employee must certify that they have been issued a copy of this manual.

This **Manual Handbook is provided for general guidance only. It is not comprehensive, does not address all employment issues or policy exceptions, and is not intended to provide specific details in all areas. The policies and procedures expressed in this book, as well as those in any other personnel materials which may be issued from time to time, do not create a binding contract. The City disclaims any construction of this handbook as, or implication of, an employment contract.**

This **Manual Handbook** should not be construed to limit the City's right to terminate an employee's job or to create any other obligation or liability on the City. The City reserves the right to unilaterally change, or make exceptions to the policies and procedures stated in the Handbook at any time for any reason.

The City has the exclusive right to add, delete, supplement, change or modify anything in this Handbook or any other work rule, policy or procedure at any time, without notice.

When a question is raised regarding the meaning or application of any employment rule, policy or procedure, whether or not contained in this Handbook, City Management has the exclusive right to make the final determination as to its meaning or application. No interpretation or clarification or any employment rule, policy or procedure is effective or binding unless it is in writing and approved by the City Manager.



The City has the sole and exclusive right to determine whether particular conduct that may be described in this Handbook, or any other employment rule, policy, or procedure, is not in the best interest of the City or its operations, and therefore warrants disciplinary action or termination of employment. City Management exclusively will determine whether any particular conduct violates any rules. The City has the exclusive right to determine the type, sequence and severity of discipline, if any, for violation of rules. The City's decision or judgment on the foregoing matters is final and binding.

No employee, agent or representative of the City has any authority to enter into any agreement with you for employment for any specified period or to make any promises or commitments contrary to the foregoing. Any actual employment agreement must be in writing and signed by the Mayor.

This version of the Employee **Manual Handbook** renders all previous versions null and void.

Please read this policy manual carefully and keep it for future reference. Reviewing it from time to time will help you refresh your memory about policies and procedures that affect you on a daily basis in your job.

We hope that your experience here will be both rewarding and productive and again we welcome you here to employment with Midvale City.

1.2 MISSION STATEMENT

Midvale City Mission Statement:

“Realizing that a community is dynamic and changing, the mission of Midvale City is to assess community needs, respond to emerging conditions and to provide a quality environment that is safe, preserves neighborhood and individual health, and promotes cooperative problem solving and communication.”

1.3 MIDVALE CITY GOVERNMENT

Midvale City operates under a Traditional form of government and is a City of the third class as determined by Utah law. Hence, it is governed by a six-member Council comprised of five Council Members and a Mayor. The Mayor votes only to break a tie-vote of the Council. The Mayor serves as the Chief Executive Officer and the City Manager serves as Chief Administrative Officer overseeing the day-to-day administrative functions of the City.

1.4 EMPLOYEE PHILOSOPHY



The personnel policies of Midvale City are based on the belief that the success of the City and its services are primarily dependent on you, the employee.

Midvale City will provide you with **as much** training **as possible** so that you might achieve the satisfaction and happiness that comes with the knowledge of work well done. In addition, the City will strive to provide you with a work environment designed to promote your success and will also recognize the attainment of your goals. Everyone at Midvale City has the opportunity to succeed.

1.5 EMPLOYEE RELATION GOALS

Management and employees work towards the same goal. That goal is to bring effective and economical municipal services to the citizens of Midvale. This goal can be effectively achieved with management and employee cooperation. It is important for the management to realize and consider the talents, abilities, and experience of employees. It is likewise important for the employees to respect the experience and judgment of management in the operation of the City. Management shall, at all times, give due consideration to all employee suggestions concerning methods by which the effectiveness and economy of municipal services can be improved.

We have the following goals regarding our employees:

- To maintain a competitive and equitable compensation program.
- To offer each employee the opportunity for growth.
- To provide an open forum for employee/employer communication.

Our sincere belief is that the best and most rewarding employee-management system results from a direct relationship between management and employees.

We encourage you to bring your problems to your supervisor or your Department Head. If these individuals are unable to assist you, we encourage you to discuss your issues with the Human Resource Director or the City Manager. We will listen to your concerns with respect and do our best to solve your problems. Management accepts responsibility to provide favorable working conditions and competitive pay and benefits.

1.6 MIDVALE EMPLOYEE ASSOCIATION

The Midvale Employee Association is the only group that serves as a liaison between the administration and employees of the City. This group is not considered a bargaining unit.

The City Manager and/or his/her designee shall meet with representatives of the Employee Association as needed. The City will provide Employee Association representatives reasonable paid time on the job each month for Employee Association business, meetings, and other related duties.



PART II - EMPLOYMENT POLICIES

2.1 EQUAL EMPLOYMENT OPPORTUNITY

The City of Midvale is an “Equal Opportunity Employer” and selects, hires, promotes, and compensates employees without regard to race, religion, pregnancy, age, disability, gender, color, national origin, or any other protected status. The City evaluates applicants for employment or candidates for promotion based upon their knowledge, skills, experience, education, and potential for job performance consistent with the needs of the position.

The City will make reasonable accommodations for qualified individuals with known disabilities, unless doing so would result in an undue hardship on the City. This policy governs all aspects of employment including recruitment, selection, job assignment, compensation, discipline, termination, and access to benefits and training.

The City adheres to applicable federal and state law regarding veterans’ preference criteria when making decisions with respect to initial, new hiring. It is City policy that veterans’ preference does not apply to promotional opportunities. Applicants for initial employment with the City shall be required to provide reasonable documentation and records as proof of any claimed veterans’ preference.

City employees found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including, termination of employment.

2.2 SEXUAL HARASSMENT/UNLAWFUL HARASSMENT POLICY

2.2.1 PROHIBITION AGAINST SEXUAL HARASSMENT

All employees of the City have the legal right (Title VII of the Civil Rights Act of 1964) to work in an environment free from sexual harassment. In addition, all individuals making application for employment with the City have the right to expect an environment free from sexual harassment.

Sexual harassment is an unlawful activity, which violates City policy. It is prohibited as a form of sex discrimination. It is unacceptable behavior that will not be tolerated at any level. Any employee who engages in any form of sexual harassment or inappropriate sexual conduct shall be subject to disciplinary action up to and including termination.



Sexual harassment, according to the federal Equal Employment Opportunity Commission (EEOC), consists of unwelcome sexual advances, requests for sexual favors or other verbal or physical acts of a sexual nature or sex-based nature where:

- Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment
- An employment decision is based on an individual's acceptance or rejection of such conduct.
- Such conduct interferes with an individual's work performance or creates an intimidating, hostile, or offensive work environment.

It is also unlawful to retaliate or take reprisal in any way against anyone who has filed a complaint about sexual harassment or sexual discrimination.

The City and its supervisors, employees, and agents are under a duty to investigate and eradicate any form of sexual harassment or sex discrimination or complaints about such conduct. In addition to prohibiting sexual harassment by its employees, the City will not tolerate sexual harassment of its employees by its citizens, contractors, and/or vendors.

The City's management is committed to vigorously enforcing this prohibition of sexual harassment at all levels of the organization. This prohibition against sexual harassment is in effect at all times and in all places.

2.2.2 STATEMENT OF PENALTIES FOR MISCONDUCT

An employee's commission of acts of sexual harassment and/or retaliation will result in disciplinary procedures as outlined in this manual. Discipline shall depend on the nature or severity of the misconduct. All records concerning sexual harassment complaints or the results of sexual harassment discipline actions shall be maintained and stored in the City's Human Resource Department as protected files.

2.2.3 COMPLAINT PROCEDURE

Each employee is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise unlawful, and for respecting the rights of their coworkers.

~~If an employee experiences or is witness to any job related harassment based on sex, race, or another protected class, or believe you or someone else have been treated in an unlawful, discriminatory manner, you are required to promptly~~



~~report the incident either in writing or verbally with a Supervisor, Department Head, Human Resource Director, City Attorney, Assistant City Managers, or City Manager. The normal chain of command does not need to be followed. Complaints will be handled in a confidential manner.~~

Employees that experience or are witness to any job-related harassment based on sex, race, or another protected class, or believe you or someone else have been treated in an unlawful, discriminatory manner, are required to promptly report the incident either in writing or verbally to a Supervisor, Department Head, Human Resource Director, City Attorney, Assistant City Managers, or City Manager. The normal chain of command does not need to be followed. Complaints will be handled in a confidential manner. The following procedure will guide the investigation of sexual harassment claims:

- Employees shall immediately file a sexual harassment complaint either in writing or verbally with a Supervisor, Department Head, Human Resource Director, City Attorney, Assistant City Managers, or City Manager. ~~The normal chain of command does not need to be followed. Complaints will be handled in a confidential verbally or in writing with a Supervisor, Department Head, Human Resource Director, City Attorney, Assistant City Managers, or City Manager. The normal chain of command does not need to be followed.~~ Employees can raise concerns and make reports without fear of reprisal.
- The City Manager or designee will promptly conduct a thorough investigation of the alleged sexual harassment complaint. The investigation will be handled in a confidential manner with information disseminated on a strict need-to-know basis. Every employee who is given information regarding the complaint will be informed of the need to preserve the confidentiality of the information they receive.
- Any employee of the City who is accused of sexual harassment shall not question, coerce, intimidate, or retaliate in any way against the employee who has filed a complaint of sexual harassment or against employees who have provided information concerning the complaint.
- All employees shall fully cooperate in any investigation of sexual harassment or retaliation. Disciplinary action will be taken against any employee who obstructs or does not fully cooperate with any investigation of sexual harassment or retaliation.

2.2.4 TRAINING

As part of the City's employment orientation, new employees will be given a copy of the City's sexual harassment policy and sign a statement that they have



received it. The City will strive to provide employees with training at least annually about the City's sexual harassment policy and reporting procedures.

2.2.5 UNLAWFUL HARASSMENT/DISCRIMINATION POLICY

The City is committed to providing a work environment that is free of discrimination and any unlawful harassment. Employment actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, handicap, disability, or any other legally protected characteristic will not be tolerated.

It is the policy of the City to prohibit any unlawful discrimination and harassment. It is against both federal and state law, and City policy, for any employment decisions to be based on race, creed, religion, color, national origin, gender or other protected class according to federal and state law. Accordingly, any illegal discrimination or harassment shall also be treated as a serious violation of the City's policy and work standards.

Illegal discrimination or harassment can take many forms. Refusal to promote an employee based on his/her race, making fun of a coworker based on his/her mental or physical limitation, or denying an impaired employee access to work areas/services which others enjoy, are examples of possible illegal discrimination or harassment.

2.2.6 INVESTIGATION OF ALLEGED ILLEGAL DISCRIMINATION OR HARASSMENT

Any employee, who believes he/she has been the victim of any illegal discrimination or harassment or wants to report an incident of illegal discrimination, should promptly report the matter to his or her supervisor. If the supervisor is unavailable or the employee believes it would be inappropriate to contact that person, the employee should immediately contact the Department Head, Human Resources Director, Assistant City Managers, City Attorney, or the City Manager. Employees can raise concerns and make reports without fear of reprisal.

Any supervisor or manager who becomes aware of possible illegal discrimination or any type of harassment should promptly advise the City Manager or any member of management who will report the concern to the Equal Employment Opportunity (EEO) Officer of the City. The City Manager is the EEO Officer for the City. The City Manager will conduct a timely and confidential investigation of all claims or reports of harassment. The City Manager may delegate a representative or agent to conduct fact finding on his/her behalf. As part of the investigation, the City Manager or his/her designee will meet with the employee bringing the complaint to determine the nature of



the harassment, make inquiry about what remedy the employee is seeking, and otherwise determine the focus of the investigation.

Should the investigation disclose that evidence exists on which to determine that illegal discrimination or sexual harassment has occurred the individual(s) found engaging in such prohibited activity will be subject to disciplinary action, up to and including termination of employment. Consideration will be given to the nature, the severity and the circumstances of the illegal discrimination or harassment. During an investigation the Department Head, with the approval of the City Manager, will have the authority to temporarily restructure work assignments, change work conditions, and separate involved and interested parties in the interests of maintaining a work environment free from any potential threat, hostility or intimidation. While all materials, records and notes about the investigation shall remain confidential, any disciplinary action taken as the result of such investigation shall be made a matter of record in the involved employee's personnel file.

Investigations will include interviews with individuals involved in, or who have knowledge of the events, circumstances or conditions surrounding any complaint of discrimination or harassment. Investigations shall be conducted and concluded within reasonable time frames, generally not to exceed 30 days. Investigations will report and record findings of fact, conclusions based upon those facts, including reasonable beliefs supported by evidence and record, and will outline actions to be taken.

The City Manager will, upon the completion of an investigation, act within thirty (30) days on the investigation's findings of fact, conclusions and recommendations to determine what, if any, disciplinary action should be taken. The City Manager will review the investigation with the City Attorney and the Human Resource Director to determine what action is contemplated. In addition to disciplinary action, the City Manager has the right to direct an appropriate and reasonable remedy to work conditions, or to direct a change in procedures, and otherwise act to correct, modify or change work environments in order to enforce this policy.

2.3 EMPLOYEE LIABILITY

An employee who becomes aware of any occurrence which may give rise to a lawsuit, who receives a notice of claim, or is sued because of an incident related to his/her employment, shall immediately notify their Supervisor, Department Head, and/or City Attorney. In most cases, under provisions of the Governmental Immunity Act (Section 63-30-36 and 37 of the Utah Code), employees shall receive defense and indemnification unless the case involves fraud, malice, or the use of alcohol or drugs by the employee. If a lawsuit results against an employee, the Governmental



Immunity Act stipulates that the employee must request a defense from the City in writing within ten (10) calendar days of receipt of the lawsuit from the City.

2.4 CONFIDENTIALITY

Unless authorized, City employees shall not interfere, offer advice, or otherwise make comment regarding any incident surrounding a City legal issue, pending court case regarding City business, or employee disciplinary action to the public or other City employees. Inappropriate release or discussion of confidential City information to unauthorized individuals will result in disciplinary action and possible termination.

2.5 PERSONNEL FILES

The City maintains personnel files on each employee. These files contain documentation regarding all aspects of your tenure with the City, such as performance appraisals, beneficiary designation forms, disciplinary warning notices, and letters of commendation. If you are interested in reviewing your file, contact the Human Resource Department to schedule an appointment.

Your personnel file is a permanent record and the information entered in it will remain in it. However, written warnings and other disciplinary actions may have follow-up progress reports attached by your supervisor if they feel it appropriate. In addition, you have the right to attach your own comments to anything in your personnel file.

Documentation of disciplinary action may not be removed from an employee's personnel file for a minimum of three (3) years from the time the action is closed and unless agreed to as part of the disciplinary procedure. An agreement to remove disciplinary documents from the employee's personnel file must be approved by the City Manager.

To ensure that your personnel file is up-to-date at all times, notify Human Resources of any changes in your name, telephone number, home address, marital status, number of dependents, beneficiary designations, scholastic achievements, emergency contacts and so forth.

HIPAA PRIVACY REGULATIONS: The City is compliant with the privacy portion of the Health Insurance Portability and Accountability Act (HIPAA). The privacy section requires the proper protection of Personal Health Information (PHI). The City has implemented procedures to safeguard the access to all health documentation. Employees who have access to any PHI are required to comply with the privacy policy and will limit use of this documentation to the minimum necessary to accomplish their required work.

2.6 SEPARATION OF EMPLOYMENT



Employees who voluntarily resign may receive an exit interview administered by the Department Head, Human Resource Director, or designee. Employees who resign and desire to remain in good standing with the City, should give a minimum two (2) week notice. Otherwise, they may not be considered for re-employment at a future date. Such notice should be given in writing to your Supervisor and Department Head.

Proper notice generally allows the City sufficient time to calculate accrued vacation, compensatory time and/or other monies to which the employee may be entitled and to include such monies in their final paycheck. At the time of termination, the employee will return all Midvale City uniforms, keys, identification tags, badges, and other issued City equipment. Employees should also leave a forwarding address with the Human Resource Department in order for the mailing of the W-2 at the end of the year.

~~Proper notice generally allows the City sufficient time to calculate accrued vacation, overtime (if applicable) and/or other monies to which you may be entitled and to include such monies in your final paycheck. Employees should leave a forwarding address with the Human Resource Department in order for the mailing of the W-2 at the end of the year.~~

2.6.1 RETIREMENT

A full-time employee with at least ten (10) years of service with the City or five (5) years of service at age 60 qualifies to be a retired employee. The age that qualifies an employee for full social security benefits shall not be a traditional retirement age for employees. No employee will be required to retire or be removed from City service for reasons unrelated to work performance or elimination of position.

2.6.2 RETIREMENT GIFT

A full-time employee qualifying as a retired employee will also qualify to receive a retirement gift from the City based on the following years of service:

<u>Years of Service</u>	<u>Gift Certificate Amount</u>
1-9 Years	\$100
10-19 Years	\$200
20+ Years	\$300

You are urged to provide the City with a minimum of two months notice when you are nearing retirement. This will allow ample time for the processing of appropriate pension forms to ensure that any retirement benefits to which you may be entitled commence in a timely manner.



All outgoing employees are required to contact Human Resources to ensure all necessary forms are completed and to ensure all City property has been turned into your Department Head.

2.6.3 LIFE INSURANCE CONTINUATION

The City's life insurance plan has a conversion option. When you leave employment, you may convert to an individual policy. Contact Human Resources for more information.

2.6.4 DISABILITY INSURANCE CONTINUATION

The City's disability insurance also has a conversion option. When you leave employment, you may convert to an individual policy. Contact Human Resources for more information.

2.6.5 CONTINUATION OF GROUP HEALTH PLANS (COBRA)

Federal law requires employers to offer a temporary continuation of group health plan coverage to qualified beneficiaries. Employees covered by an employer's group health plan and/or spouses and dependent children may qualify, including children born after the qualifying event. The continuation period is generally 18 months, but can be extended. Please contact Human Resources for more information.

2.6.6 HEALTH INSURANCE PORTABILITY (HIPAA)

The Health Insurance Portability and Accountability Act is designed to help ensure portability of health coverage for individuals and families who move from one employer health benefit plan to another, and to protect your health information. The act places several significant obligations on Midvale City and our group health plan providers, including a requirement to issue a Certification of Credible Group Coverage to employees and their eligible dependents when coverage under the City's health plan ends. These certifications provide documentation of prior coverage which terminating employees and their dependents may need to reduce preexisting condition limitations when enrolling in a new health plan benefit.

2.6.7 RETIREMENT EARLY WITHDRAWAL PENALTIES

You may withdraw part or all of your retirement accounts upon termination. There is a 10 percent penalty on withdrawals from the State Retirement (if applicable) and ICMA RC 401(a) systems. The IRS requires a 20 percent withholding of the withdrawn funds. This 20 percent does not change the penalty or taxes due. As usual, any funds withheld in excess of the taxes and penalties due are refunded after you file your taxes for the year. You may avoid the taxes and penalties by leaving your money in the plan or rolling it into



another qualified plan. You may obtain all appropriate paperwork from the Human Resources Department.

2.7 SUPERVISOR & SUBORDINATE RELATIONSHIPS

Midvale City does not permit romantic relationships or dating between supervisors and subordinates. For purposes of this policy, a supervisor includes any supervisor within the same line of authority as the subordinate or any person charged with evaluating the subordinate. If such a relationship develops, the supervisor involved is responsible to immediately disclose the existence of the relationship in writing to his/her Supervisor and Department Head.

2.8 COMPLAINT RESOLUTION PROCEDURE

Misunderstandings or conflicts can arise in any organization. To ensure effective working relations, it is important that such matters be resolved before serious problems develop. Most incidents resolve themselves naturally; however, should a situation persist that you believe is detrimental to you or the City, you should follow the procedure described here for bringing your complaint to management's attention:

2.8.1 STEP ONE

Discussion of the problem with your immediate supervisor is encouraged as a first step. If, however, you don't believe a discussion with your supervisor is appropriate, you may proceed directly to Step Two. If you have a claim of discrimination involving a protected class such as race, color, religion, sex, national origin, age, disability, genetics or other protected class according to federal and state law, retaliation, harassment or other unlawful treatment, you should report it immediately to a Supervisor, Department Head, City Attorney, Human Resources Director, Assistant City Managers, or City Manager.

2.8.2 STEP TWO

If your problem is not resolved after discussion with your supervisor or if you feel discussion with your supervisor is inappropriate, you are encouraged to request a meeting with your Department Head. In an effort to resolve the problem, the Department Head will consider the facts, conduct an investigation, and may also review the matter with Human Resources. You will normally receive a response regarding your problem within ten calendar days of meeting with your Department Head.

The Department Head is the final level of review except for terminations, suspensions for more than two days without pay, or involuntary transfers from one position to another with less remuneration for any reason.

2.8.3 STEP THREE



If you are not satisfied with your Department Head's decision regarding a termination, suspension for more than two days without pay, or involuntary transfer to a position with less remuneration and you are a regular employee (not appointed, part-time, temporary or probationary), you may appeal the decision to the City Manager. You must file a written notice of appeal with the City Recorder within ten calendar days after the Department Head provides notice of the final decision.

2.8.4 STEP FOUR

If you are not satisfied with the City Manager's decision regarding a termination, suspension for more than two days without pay, or involuntary transfer to a position with less remuneration and you are a regular employee (not appointed, part-time, temporary or probationary), you may appeal the decision to the Employee Appeal Board. You must file a written notice of appeal with the City Recorder within ten calendar days after the City Manager provides notice of the final decision.

The Employee Appeal Board consists of a hearing officer appointed by the mayor with the advice and consent of the City Council.

The City does not tolerate any form of retaliation against employees availing themselves of this procedure. The procedure should not be construed, however, as preventing, limiting or delaying the City from taking disciplinary action against any individual, up to and including termination in circumstances (such as those involving problems of overall performance, conduct or demeanor) where the City concludes disciplinary action to be appropriate.

Contact your Department Head or Human Resources for more details and information on this process.



PART III - COMPENSATION POLICIES

3.1 CLASSIFICATIONS OF EMPLOYMENT

3.1.1 FULL TIME

Employees regularly scheduled to work 40 hours or more per week with full participation in employee benefits based on full-time status.

3.1.2 PART-TIME

Employees regularly scheduled to work less than 30 hours per week, and who are not categorized as seasonal or temporary. Employees working less than 30 hours per week shall not be eligible for any benefits and should be listed as a Grade 99 on the pay scale.

3.1.3 QUALIFIED PART-TIME

Employees regularly scheduled to work an average of 30 hours per week but less than 40 hours per week, and who are not categorized as seasonal or temporary. These employees are eligible for employee benefits at $\frac{3}{4}$ time except for health benefits, which will be paid the same as full-time employees.

3.1.4 PROBATIONARY

Employees whose performance is being evaluated and determined whether further employment or retention in a specific position with the City is appropriate.

3.1.5 TEMPORARY

Employees hired through outside employment agencies to work at Midvale City to supplement the work force or to assist in the completion of a specific project and whose employment is limited in duration. Temporary employment assignments will not exceed beyond six (6) months in a fiscal year. Temporary employees are not eligible for City benefits. Temporary employees may be terminated at-will, without cause or prior notice.

3.1.6 NON-EXEMPT

Employees who are entitled to receive overtime pay or compensatory time for hours worked over 40 in a workweek as defined by the Fair Labor Standards



Act. The City follows the provisions set-forth in Section 553.25 of the Department of Labor “Conditions for use of compensatory time.”

3.1.7 EXEMPT

Employees are those who are exempt from the overtime pay provisions of the Fair Labor Standards Act and do not receive overtime pay. Exempt employees perform work that is executive, administrative, or professional in nature and requires regular exercise of discretion and independent judgment.

3.1.8 DEPARTMENT HEADS

Senior management employees in an Exempt status performing work that is executive, administrative and professional in nature and requires regular exercise of discretion and independent judgment. These employees are not entitled to overtime pay or compensatory time off.

3.2 POSITION TITLE CHANGES

Any change to a position title must be approved by the City Manager prior to the change.

3.3 ADVANCED EDUCATION AND/OR CERTIFICATION DOCUMENTATION

Any employee obtaining advanced degrees, training, licenses, or certifications must submit copies to the Human Resource Department immediately upon completion.

3.4 PROBATIONARY EMPLOYEE

Part-time (employees scheduled to work less than 30 hours per week), temporary, seasonal, and intern employees are on permanent probationary status, without limit of time.

All new full-time employees who are hired with intention of becoming regular employees are required to serve six (6) months in a probationary status. At the end of your probationary period, your supervisor will evaluate your performance. If your performance during the probationary period is satisfactory, you may be eligible for a 0 – 5% increase (as budget allows) as determined by your Department Head and with approval of the City Manager. During your first year of employment, you will not be eligible for a merit increase.

If the employee’s performance is unsatisfactory, the employee may be notified in writing of performance deficiencies and given an opportunity to correct his/her performance problems. The probationary period may be extended up to but not exceeding an additional six (6) months at the discretion of the Department Head and with the City Manager’s approval. If the employee’s job performance continues to be



unsatisfactory, the employee shall be notified in writing of failure to complete the probationary period and will be terminated.

Employees, who are promoted or transferred within the City, must complete a secondary probationary period of the same length with each reassignment to a new position with no increase at the end of the probationary period. Any continuous absence in excess of ten (10) working days will automatically extend a probationary period by the length of the absence as determined by the Department Head.

During the probationary period, including the secondary probationary period that results from a promotion or transfer within the City, the employee may be terminated at-will, at any time, without cause or for no reason at all. At-will employees have no right to grievance reviews or to appeal their termination.

3.5 PROMOTION

A promotion is defined as advancement in a career-ladder structure from one grade and salary range to another. A reclassification is not considered a promotion. Employees who are promoted will begin a new probationary period for the new position related to work performance only. Employees who are promoted are not eligible for a probationary increase. Employees who are promoted will advance to the new grade and salary range for that position. The promoted employee may advance to the minimum salary of the new salary range with a minimum 5% increase. If the employee's qualifications and experience warrant, the employee may receive more than the policy allows with City Manager approval. The City Manager shall approve all promotional salary increases above the minimum of the salary range. The employee's anniversary date will remain the same.

If a promoted employee is not successful in the new position within the probationary period, he/she may be placed back in the position held immediately prior to the promotion, or to another position, subject to availability and the employee's qualifications. If a full-time merit employee cannot be returned to his/her former or similar position, he/she will be placed on the Reinstatement list and shall be subject to all reinstatement rights and privileges.

3.6 RECLASSIFICATION

The City assigns each position a classification code and salary range, as established by the City's compensation model. The compensation model reflects internal and external equities, based upon assigned duties and responsibilities and market comparisons. Market research is conducted annually by the Human Resource Director in cooperation with other individual Department Heads.

When the duties and responsibilities of a position change significantly, the Department Head shall submit the draft job description to the Human Resource



Director who will prepare a new job description. The revised job description will be reviewed by the Human Resource Director to determine if the change in job duties warrants a reclassification to a higher pay grade. Reclassification of a position does not require the position to be reposted.

The Department Head shall include sufficient funds in the department's budget request for the subsequent year if the new salary range requires an increase in compensation for the affected employee. The effective date of any reclassification shall be after funds are appropriated by the City Council. A qualified employee in a position, which is reclassified to a higher salary range, shall be entitled to a salary adjustment to the minimum of the new beginning minimum salary for the grade. If the employee's qualifications and experience warrant, the employee may receive higher than the beginning minimum salary for the grade of the position with the approval of the Department Head and the City Manager. If the position is reclassified to a lower salary range, the affected employee's salary will remain the same or be reduced to the maximum of the new salary range, whichever is less.

All reclassification adjustments in excess of the base salary of the salary range must be justified in writing by the Department Head and submitted for approval by the City Manager. In all instances, particular attention should be given to the impact the proposed reclassification will have on existing employees.

Reclassification may take place at any time during the budget year. Reclassification adjustments will become effective upon the date the employee is approved for the reclassification. Department Heads must take into consideration the budget impact and get appropriate budget approvals for non-budgeted reclassifications.

3.7 REORGANIZATION

A reorganization occurs when an existing position or job is completely eliminated and the incumbent is without a position or job. The incumbent can then be assigned to a vacant position for which he or she is qualified. The addition of duties to a current job and/or the changing of a job title, without the elimination or addition of a position may be considered reorganization.

Newly created jobs, as distinguished from the addition of duties to a current job, that include titles and salaries are NOT considered to be reorganizations. The Hiring Policy must be followed.

All reorganization adjustments in excess of the base salary of the salary range must be justified in writing by the Department Head and submitted for approval by the City Manager. In all instances, particular attention should be given to the impact the proposed reorganization will have on existing employees.



Reorganizations may take place at any time during the budget year. Reorganization adjustments will become effective upon the date the employee is approved for the new position. Department Heads must take into consideration the budget impact and get appropriate budget approvals for any reorganization.

3.8 DEMOTION

A demotion is defined as either a voluntary or involuntary pay grade change that places the employee in a lower pay grade than his/her current pay grade status. An employee who is demoted may have his/her salary reduced by the percent of promotional increase received when he/she was promoted to the position. If the employee being demoted has not been previously promoted with the City, his/her salary will be frozen if it is above the salary range maximum of the new pay range. The employee's salary will remain frozen until the salary range maximum of the new grade is increased. The City Manager shall approve all demotion salary changes.

3.9 INVOLUNTARY TRANSFER

An involuntary transfer is defined as a move from one department or division to another, when the employee retains the same or lower job grade. If a transfer is made in conjunction with a demotion/disciplinary action, refer to "Demotion" above. In the case of demotion or transfer to position of lower grade, the salary shall be frozen if it is currently above the grade being demoted to until the grade catches up to the current salary. Department Heads may transfer employees within their department. If a transferred employee is not successful in the position, he/she may be placed back in the previous position held immediately prior to the transfer or another position, subject to availability and the employee's qualifications. If a full-time merit employee cannot be returned to his/her former or similar position, he/she will be placed on the Reinstatement list and shall be subject to all reinstatement rights and privileges.

3.10 ACTING POSITIONS

An employee is eligible for extra duty pay whenever he/she is requested in writing by the Department Head to temporarily perform the duties of a position that is vacant or in which the regular worker is on a leave of absence other than vacation or compensatory time off beyond 30 calendar days and the position is of a higher classification than that in which the extra-duty employee is currently working. The employee shall receive the salary rate of the higher classification for the time spent performing the extra duties. In such cases, the employee will be paid at an appropriate salary schedule of the higher classification to ensure an increase of not less than five (5%) of the employee's current salary. In no case shall the salary exceed the top salary of the higher classification. The salary increase will be commensurate with the employee's education, experience, and scope of the new job duties. The Department Head shall submit a Personnel Action Form reflecting the salary increase. The Department Head shall also complete a new Personnel Action Form to ensure the salary increase terminates as soon as the additional job duties cease.



A person appointed in an acting capacity shall be eligible to receive merit increases in his/her regular position during the acting appointment but shall not be entitled to merit increases in the position which is held in an acting capacity. Should the merit increase occur while the employee is in the acting position, the merit increase will be delayed until the employee is returned to his/her regular pay, at which time a retroactive merit increase will be granted. If the employee successfully completes the temporary work assignment, the time in the temporary capacity will count towards any required probationary period. Extra duty pay will cease when the individual is no longer performing the extra duties.

3.11 REINSTATEMENT OF PRIOR SERVICE

An employee who is reinstated to their former jobs and departments may have his/her previous service reinstated subject to the following:

- A position must be available.
- The return date must be within one year of the termination date.
- At the time of termination, the employee must have been in good standing with Midvale City including but not limited to: must have given the City a minimum of two weeks written notice of termination, returned all City equipment, keys, uniforms, etc., and must not have been subject to disciplinary action at the time of resignation.
- The time between termination and the rehire date is not counted toward service time.

In addition to reinstatement of their prior service for retirement vesting and vacation accrual, rehired employees may have their prior sick-leave balances reinstated, following the successful completion of either the six **month** probationary period, unless it has been converted to the retirement health savings plan. If the employee meets the requirements for reinstatement, the rate of pay will be determined by the Department Head with approval of the City Manager.

Employees who are reinstated by the City in a department, a field of work, or a position that is different from their former employment with the City will not be entitled to any consideration of benefits.

3.12 INTERNSHIPS AND COOPERATIVE EDUCATION POSITIONS

Internships and cooperative education positions within the City are positions that allow high school or college students or recent graduates to receive on-the-job training.



Individuals holding internships or cooperative education positions within the City may be treated as part-time, temporary, or seasonal employees at the discretion of the Department Head as approved by the City Council.

3.13 VOLUNTEER POSITIONS

An individual who performs hours of service for Midvale City for civic, charitable, or humanitarian reasons, without promise, expectation, or receipt of compensation is considered to be a volunteer. In order to be compliant with Department of Labor regulations, employee volunteers will not perform volunteer work similar to the paid job they perform for the City. Non-employee volunteers may not perform volunteer duties that a City employee is paid to perform. All volunteer agreements will be documented in writing and reviewed by the City Attorney.

3.14 ABANDONMENT OF POSITION

Unauthorized absences may constitute cause for separation. An employee who fails to call his/her supervisor and/or Department Head for three (3) consecutive working days or shifts to report his/her absence and to request that the absence be recorded as authorized may be deemed to have voluntarily abandoned his/her position and may have his/her employment with the City terminated. The Department Head with the consent of the City Manager shall inform the employee of termination action in writing, unless the employee is an at-will employee or is on probationary status. The employee has the right to appeal within ten (10) calendar days of receipt or delivery of the termination notice.

Note: All references in this manual are in calendar days unless otherwise noted.

3.15 REDUCTION IN FORCE

When it becomes necessary to reduce the work force, regular full-time and part-time employee(s) within the positions to be eliminated shall be notified in writing of the lay-off at least sixty (60) calendar days before the planned lay-off. Employees not given a 60-day notice will be paid for the amount of time left in the 60-day notification period. Employee benefits will continue through the end of the month after the 60-day notification period ends.

PROCESS: When circumstances dictate that a reduction in the City workforce is needed, the City Manager, after conferring with the affected Department Heads, shall lay off the necessary number of employees according to the procedure outlined below:

1. The City Manager shall determine which positions must be eliminated and have the least impact upon the City and the delivery of services to its residents.
2. The City Manager shall then determine which employees occupying positions within the same class of positions to be eliminated shall be laid off. Employees



holding emergency, temporary, and probationary positions shall be laid off first. The City Manager shall consider for elimination those employees whose most recent performance evaluation have overall “unsatisfactory” performance ratings, if such ratings are current and available. Following termination of employees with “unsatisfactory” performance evaluations, the City Manager shall determine which additional employees occupying the affected positions, if any, shall be laid off. In case of the elimination of a position occupied by several employees having essentially equal skill, training, education, and performance evaluation ratings, preference will be given to the employee(s) having the most seniority (length of full-time service in the current term of employment with the City) compared to other employees occupying the position to be eliminated. The City Manager will next review performance evaluations and retain employees with a higher overall performance rating. If equal, seniority will be used to determine the employee(s) who will remain employed. When the position to be eliminated has been selected, the City Manager shall notify the affected employees in writing. The immediate supervisor and Department Head will notify the employee(s) verbally of the position elimination.

3. Employees will not be allowed to “bump” (a re-assignment of jobs based on seniority) other employees out of their current positions.
4. Employees resigned under the provisions of this section, who leave the City in good standing, with an overall satisfactory performance review rating and who are not subject to disciplinary actions at the time of termination, shall be reinstated if their same position or a position identical in scope of responsibility, education, experience and training, pay grade, and job duties becomes available within one (1) year of the employee’s termination. It is the terminated employee’s responsibility to notify the Human Resource Director when he/she is interested in being considered for an open position other than a position identical to the job he/she previously held. The terminated employee will be required to go through the established interview process for positions other than a “reinstatement” to a position he/she previously held.
5. Employees assuming work positions at a lesser salary grade shall be paid according to the grade of the position assumed, regardless of the previous compensation paid to the employee. The Department Head will determine if the employee’s current salary is appropriate.

3.16 DECEASED EMPLOYEE

When employees are deceased, the Human Resource Director will work with surviving family representatives to process all separation papers and insure that all benefits are properly taken care of.



3.17 RECRUITMENT / SELECTION POLICY

3.17.1 GENERAL POLICY

Midvale City desires to fill all positions with the most qualified applicant. Further, it is the intent of the City to consider qualified in-house applicants when appropriate.

3.17.2 ANTI-NEPOTISM

Midvale City complies with Title 52, Chapter 3, Utah Code Annotated, concerning the prohibition of the employment of relatives. Therefore, the City prohibits any person holding any position, to appoint, vote for the appointment of, directly supervise, be in the line of supervision of, or be directly supervised by their father, mother, husband, wife, son, daughter, brother, sister, uncle, aunt, nephew, niece, first cousin, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, or grandchild. Volunteers providing services to the City are excluded from this provision. The City Manager's approval is required for any new hire of employees related to current City employees.

3.17.3 EMPLOYMENT OF MINOR

It is the policy of Midvale City that no one under the age of ~~16~~ 18 shall be hired for any position.

3.17.4 JOB POSTINGS

Job openings may be posted in-house and externally at the same time for a minimum of seven (7) days if desired by the Department Head. Generally, job openings will be posted in-house for a minimum of five days by the Human Resource Director. If the position is not filled with a City employee, the position must be posted for a minimum of seven days on the City web site and the Job Posting Board. Once the posting period has been satisfied, Human Resources and the applicable Department Head will review the applications. No external job offers will be extended prior to the posting requirement. Positions may be filled with applicants from a position that had met the posting requirements within the prior six months.

All internal and external candidates shall be required to submit an official City application and other supporting documents (e.g., transcripts, certifications, licenses,) as may be required.

3.17.5 APPLICATION REQUIREMENTS



In general, the following application process is followed for all job postings. City employees are encouraged to apply for any posted position:

- All applicants for employment with Midvale City shall complete a City application form and are required to comply with the specific application process for each position. The applicant must submit all applications to the Human Resource Director by the closing date of the posted position.
- The City accepts applications for open positions from all interested qualified parties and evaluates applicants based upon job criteria.
- All applications from every job candidate must be turned into the Human Resource Director before any interviewing or hiring takes place. The Human Resource Director will accept applications for the open position until the specified closing date of the job. Once the job has closed, the Human Resource Director and the Department Head or hiring manager will screen all applications for minimum qualifications. The Human Resource Department shall keep all applications in accordance with the State Records Retention Schedule.
- Once the most qualified applicants have been identified, a validated process consistent with departmental needs will be used. The Department Head or designee will then interview the candidates and make a selection for the position. All interviews will be documented using selection criteria. All selection interview forms and applications will be returned and retained by the Human Resource Department.
- The City is committed to employing only United States citizens and aliens who are authorized to work in the United States, but does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Failure to present proper or adequate documentation required within three (3) working days from the date of hire will result in termination of employment. Former employees who are rehired must also complete an I-9 form.
- Falsification of any information required in the application process is grounds for immediate disqualification.

3.17.6 SELECTION PROCEDURES

Job applicants may be required to take tests, which the City deems necessary for a specific position.



3.17.7 JOB OFFER REQUIREMENTS

The Department Head will make the final candidate selection and consult with the Human Resource Director to determine the appropriate salary range for the position. The Department Head may offer a salary that is between the minimum and midpoint of the designated salary range dependent upon qualifications. The City Manager must approve any salary offers above the midpoint of the salary range. Once a candidate is selected and a conditional offer has been signed by the candidate and the respective Department Head or designee, the candidate will be required to submit to drug testing, a background check, and a driver's license check and any other testing required by the departments.

Job offers to all candidates (internal or external) will be contingent upon successfully passing the drug screen, driver's license check, and background check. Background checks that have been completed within the last 90 days will be accepted. It is the responsibility of the Department Head to personally notify internal candidates of the hiring decision.

3.17.8 VETERANS PREFERENCE

In accordance with Title 71, Chapter 10, Utah Code Annotated.

3.17.9 MIDVALE CITY RESIDENT PREFERENCE

Preference in employment shall be given to a bona fide Midvale City resident who meets all the qualifications for the position.

If a current employee is hired for another position in the City, the employee's previous supervisor shall be given a minimum of two (2) weeks notice of the employee's acceptance of the new position. An employee may be retained in a current position for up to 30 calendar days in order to give time to recruit and train a replacement. Note: Any deviation from this policy must be approved by the City Manager.

A Personnel Action Form must be submitted to the Human Resource Department with the successful application, drug screen, driver's license check, and background check, and any additional information immediately following the acceptance of the job offer by the candidate and prior to the candidate being entered into the payroll system.

3.18 EMPLOYEE IDENTIFICATION CARDS

An identification card shall be issued to each employee at the time of employment. The purpose of this card is to provide evidence of employment with Midvale City. The employee must have this card at all times during work hours. **Cards that are lost or stolen must be immediately reported to the IT Department Information**



Technology Manager. After the first two cards have been replaced, the employee shall pay a \$25 fee for each additional identification card issued.

3.19 REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES

In order to implement “reasonable accommodations” as defined by law, Midvale City reserves the right to make exceptions to any of the provisions contained in this Manual. An employee seeking a reasonable accommodation for a disability should contact the Human Resource Director.

Supervisors who receive notice of an employee’s disability or inquiries or requests from employees regarding accommodations must direct questions to the Human Resource Director.

3.20 SALARY PROGRAMS

Midvale City is committed to maintaining wage ranges which are competitive with other Wasatch Front communities of comparable size. Annually, the Human Resource Department conducts a wage and benefits survey of the relevant communities. Because not all City positions have matches in the established market, a classification analysis may also be done on each City position in conjunction with the market survey. This classification analysis considers such factors as education and experience requirements, supervisory and financial responsibilities, level of risk in position and the analytical requirements of the position.

The City Manager may recommend appropriate changes based on the market analysis and classification analysis. Market adjustment recommendations may be made for specific job classifications or for the City as a whole. Market adjustments are considered each fiscal year and implemented July 1, if approved.

Your total compensation at Midvale City consists not only of the salary you are paid but also the various benefits you are offered, such as group health and life insurance and your retirement plan, as described later in this **manual handbook**. In accordance with IRS regulations, some fringe benefits such as meals, personal use of City vehicles, non-exempt work clothing, etc. may be considered taxable income and may be included on pay stubs and W-2’s. Questions regarding your salary should be directed to your Supervisor, Department Head or the Human Resource Department.

3.20.1 COST OF LIVING ADJUSTMENTS (COLA)

Cost of living adjustments may be considered annually. The COLA is based on the change in the Consumer Price Index (CPI) and is dependent on the ability of the City to grant such an adjustment. Should an adjustment be granted, it would affect the pay scale as a whole, adjusting each grade by the percentage amount granted. COLA adjustments will be effective on the first full pay period



of July. Part-time employees may be eligible for cost of living adjustments only upon Council approval.

3.20.2 MERIT INCREASES

Employees may receive merit increases based on performance evaluations and according to availability of funds as allocated by the City Council through the budget process. Merit increases will begin on the first full pay period in December each year as approved by the City Council. Part-time employees (working less than 30 hours a week) are not eligible for merit increases unless approved by the City Council. During your first year of employment you are eligible for a probationary increase; however you are not eligible for a merit increase.

3.21 PAY FOR PERFORMANCE

To ensure employees perform their jobs to the best of their abilities, Midvale City strives to recognize good performance and to give you appropriate suggestions for improvement when necessary. Consistent with this goal, your performance will be evaluated by your supervisor and you will receive a written evaluation at least annually. These written evaluations will be used in deciding individual pay increases each year.

Any performance increases employees receive will be based on their Supervisor's evaluation in conjunction with budget monies available. The City Council approves a certain amount of dollars for performance increases each fiscal year which Department Heads then allocate based on each employee's performance. Part-time employees (working less than 30 hours a week) are not eligible for merit increases unless approved by the City Council.

Department Heads and Supervisors shall conduct employee performance ~~evaluations~~ **appraisals** during the month of November each year to assist employees in performing their responsibilities. Performance evaluation increases will begin the first full pay period in December of each year based on your evaluation and dependent upon available funding as approved by the City Council. If your current salary is higher than the top of your position's range, you will be eligible to receive a one-time incentive bonus equal to the amount of merit increase you qualified for with your performance appraisal. You are not eligible for a merit increase during the first year of employment.

In addition to the regular performance evaluations described above, special written performance evaluations may be conducted by your supervisor at any time to advise you of the existence of employment problems.

3.21.1 GUIDELINES



a. Performance evaluations will consist of a review between the supervisor and the employee using the Midvale City PEP System. In general, the Employee Performance Appraisal System will consist of the following:

- i. Review Job Description
- ii. Evaluate Employee Performance
- iii. Produce Employee Work Plan
- iv. Employee Comments and Signatures
- v. Return to Human Resource Department

b. Review Job Description. The first step in the appraisal process is for the supervisor to review and recommend any necessary changes or updates to the job description to the Human Resource Director. The final job description should be shared with, understood, and signed by the employee. Since the job description outlines the essential or primary duties, responsibilities, and details of the position, the employee should be informed of any modifications to the job description.

c. Evaluate Employee Performance. Supervisors will evaluate the performance of their employees based upon a set of factors, as determined by the Department Head. The performance factors are intended to provide a road map so employees understand the knowledge, skills and abilities necessary for appropriate performance that have been identified as being critical to the success of the organization. Although factors may be changed from year to year, they may include factors such as the following:

- i. Attitude and Professionalism
- ii. Innovation, Change, and Initiative
- iii. Job Knowledge, Technical Skills, and Quantity of Work
- iv. Decision Making and Problem Solving
- v. Planning, Organizing, and Time Management Skills
- vi. Dependability and Reliability
- vii. Communication
- viii. Interpersonal Skills and Teamwork
- ix. Supervision and Leadership

Each supervisor will objectively consider the employee's performance and select the rating level in each area that most accurately describes how well the employee accomplished or did not accomplish a given factor. The supervisor will provide written justifications and performance examples for any ratings given which are considered outside of the ordinary. Prior to sharing the completed performance ratings with the employee during a formal review meeting, each supervisor will submit the completed performance ratings to the City Manager



or designee, in order to ensure organizational equity and conformance to applicable budget constraints.

d. Produce Employee Work Plan. After a preliminary review of the performance ratings has been completed, the supervisor and the employee will meet to discuss the evaluation, progress made in performance since the last evaluation, and any areas that need improvement. During this meeting, the supervisor will review the evaluation and facilitate an open exchange concerning expectations and results. The supervisor should be open and make every effort to maintain a positive and encouraging discussion. The supervisor and employee will focus on creating goals to direct job performance. The Employee Work Plan will also include an action plan to help the employee reach those goals, along with reasonable deadlines to complete them.

e. Employee Comments and Signatures. An opportunity will also be given for employees to record remarks and give feedback on the performance evaluation process. Both the supervisor and employee must sign the appraisal form. If the employee refused to sign the appraisal form, the supervisor will indicate this on the signature line along with the date and time, indicating that the employee refuses to sign. If the Department Head is not the supervisor of the employee being appraised, the Department Head should also review the appraisals and insert their initial next to the supervisor's signature before forwarding the appraisal packet to the Human Resource Department. Similarly, if other managers exist in a department's chain-of-command between the Department Head and the direct supervisor, the Department Head may also have additional reviews and associated initials included next to the supervisor's signature.

f. Return to the Human Resource Department. Completed performance evaluations shall permanently remain in the employee's personnel file and become a part of the private information of that file. As a private and confidential personnel file, the performance evaluation scores are not to be shared with employees outside of the evaluation, review and approval process of the employee evaluated. Performance evaluations may be used in decisions concerning advancement, future training needs, performance related salary adjustments and contested disciplinary actions.

3.21.2 PERFORMANCE PERIODS

a. Probationary Period.

i. Employees working in the probationary period shall have a performance evaluation at the end of the designated probationary period.



ii. The performance evaluations may be used to provide information to both the employee and management regarding the employee's performance.

iii. Probationary employees should understand that their performance evaluations and results of such evaluations shall not obligate Midvale City to a particular course of action relative to probationary employees, nor shall it create any property/due process rights for probationary employees relative to their job.

b. Annual.

The employee appraisal process takes place throughout the year, culminating in the official Employee Performance Appraisal System process, which will take place annually during the month of November.

3.21.1 COMMUNICATION

~~It is the policy of the City to encourage Department Heads and Supervisors to communicate with their employees on an on-going and as-needed basis to recognize achievement and accomplishment, and to acknowledge excellent performance in writing.~~

3.21.2 PERSONNEL ACTION FORM

~~The evaluation form shall be signed by the employee, his/her immediate supervisor, and the Department Director. The completed, signed evaluation form must accompany a completed personnel action form when it is returned to the City Manager's office in order to put into effect any recommended increase in compensation.~~

3.21.3 PERSONNEL FILE

~~Original copies of all performance evaluations are placed in the respective employee's personnel file kept in the Human Resources Department. Each employee will receive a copy of their annual performance evaluation.~~

3.22 PAYROLL/WORK HOURS

Employees shall be paid bi-weekly, every other ~~Friday~~ **Thursday**. All employee paychecks will be directly deposited in each employee's specified bank account(s). When a payday falls on a holiday, the payroll will be distributed the working day prior to the holiday. All time sheets must be signed by the employee and be checked and initialed by the Department Head before they are submitted to the Human Resource Department.

3.22.1 WORK HOURS



The workweek begins at 12:01 p.m. on Friday and ends on Friday at 12:00 noon for employees working the 9/80 schedule. Employees working 5 days a week 8 hours a day, the workweek begins at 12:01 a.m. Saturday and ends at 12 midnight on Friday. Employees working the 9/80 schedule will have every other Friday off as determined by their Department Head.

3.22.2 LUNCH PERIODS

Employees may be eligible for an unpaid lunch break at a length of time approved by your Department Head. Supervisors should establish a lunch schedule for all employees, generally between the hours of 11:00 a.m. and 2:00 p.m. Employees are not allowed to skip their lunch period in order to arrive at work late or leave work early without prior approval from the Department Head.

3.22.3 RECORDING WORK HOURS

To ensure that accurate records are kept of the hours you actually work and of the leave time you have taken, all nonexempt employees are required to record time worked and absences on your department's timekeeping records. Please ensure that your actual hours worked and leave time taken are recorded accurately. Failure to accurately record your hours may result in loss of pay for that period and possible discipline. Exempt employees should record work hours only by exception (i.e. sick, vacation). The City does not provide pay advances on wages to employees.

3.22.4 CURRENT ADDRESS

Employees are responsible for making sure the Human Resources Department has their most current home address.

3.22.5 PAYROLL DEDUCTIONS

Employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in City-approved programs. Employees should promptly review any discrepancies in payroll deductions with the Human Resources Department.

3.22.6 GARNISHMENTS

Upon receipt of a valid garnishment, the City shall withhold the required portion of wages from an employee's paycheck. The City shall continue to withhold the garnishment wages until a court order is received indicating satisfaction of the indebtedness or until the City is ordered to surrender the monies to the court or its agent.

3.23 OVERTIME PROVISIONS



Each position is classified as either FLSA Non-exempt or FLSA Exempt. Those employees classified as FLSA Non-Exempt are covered by the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA). Those who are FLSA Exempt are protected from improper or illegal salary deductions.

3.23.1 NON-EXEMPT

If you are classified as a non-exempt employee, you will be paid one and one-half times your regular hourly rate of pay for all hours worked in excess of the 40 hours within a 7 day workweek, excluding leave and holiday time. Compensatory hours may be accrued to a maximum of 100 hours. Compensatory time accrued in excess of 100 hours will be paid down to 100 hours on the payday for the period in which it was earned.

Each work period stands alone in computing hours worked. Averaging hours worked over two or more periods will not be allowed. Your supervisor will attempt to provide you with reasonable notice when the need for overtime work arises. Please remember, however, that advance notice may not always be possible.

If you feel it is necessary to work overtime to complete your responsibilities, you must get prior approval from your Department Head. Failure to work scheduled overtime or overtime worked without prior authorization from the Department Head may result in disciplinary action up to and including possible termination of employment. It is your responsibility to ensure that all hours worked are recorded in the correct work period.

~~Each work period stands alone in computing hours worked. Averaging hours worked over two or more periods will not be allowed. Your supervisor will attempt to provide you with reasonable notice when the need for overtime work arises. Please remember, however, that advance notice may not always be possible.~~

~~If you feel it is necessary to work overtime to complete your responsibilities, you must get prior approval from your Department Head. Failure to work scheduled overtime or overtime worked without prior authorization from the Department Head may result in disciplinary action up to and including possible termination of employment. It is your responsibility to ensure that all hours worked are recorded in the correct work period.~~

Eligible employees must make an election to receive overtime pay or compensatory time for hours worked in excess of 40 hours in a workweek on an “Overtime Compensation Election/Agreement Form” distributed annually by the Human Resource Department. This agreement shall remain in effect until canceled by the employee or until management makes a change. Any



cancellation or new election will not be effective until the first pay period in July of the new fiscal year. Any change made by management becomes effective in the next pay period after notification of the change.

3.23.2 EXEMPT

If you are classified as an exempt employee, you will be paid on a salary basis. You are not eligible for overtime or compensatory time. The City will not knowingly make improper or illegal deductions from your paycheck. If you feel that an improper deduction has been made from your paycheck, contact the Human Resource Department.

3.23.3 VOLUNTEER

You are considered to be a volunteer if you perform service for Midvale City for civic, charitable, or humanitarian reasons, without promise, expectation, or receipt of compensation. You cannot perform volunteer work similar to the duties you perform as a City paid employee. Non-employee volunteers may not perform volunteer duties that a City employee is paid to perform. All volunteer agreements will be documented in writing and reviewed by the City Attorney. If you have any questions regarding this, please discuss it with your supervisor or the Human Resource Department.

3.23.4 DISASTER EMERGENCIES

In situations where the Mayor or designee has formally declared a “Local State of Emergency,” non-exempt employees who are required to work outside of, or in addition to, their normal work schedule during the designated disaster may be paid at time and one-half for any emergency hours worked. Hours worked under those conditions must be paid hours and cannot be used as comp time. At such times, all employees will be considered disaster service workers and may be required to perform other duties outside their normal job responsibilities.

3.23.5 CALL BACK OR ON-CALL COMPENSATION

Non-exempt employees called back to work during their scheduled workweek shall be entitled to call back compensation for actual time worked. The minimum call back compensation shall be a two-hour minimum. Call back compensation will be calculated on a workweek basis and only time worked in excess of an employees’ specified workweek will be compensated at the overtime rate.

Employees of the City in the Public Works Department are required to serve in an “on-call” status and be available for a call back to work for up to a week at a time during otherwise unscheduled, off-duty hours.



On-call status may be defined as limiting and/or restricting your personal activities to the degree that you are unable to travel as desired and must be able to respond in the required timeframe to after-hour City-related questions or emergencies. If you are placed on-call, you must be available to be reached during the entire on-call shift and return to work if needed within 30 minutes of a call or within the time limit specified by the department supervisor.

It is the policy of the City to pay employees specifically designated as on-call a minimum of 11 hours for each week or **1.5** ~~1.6~~ hours per day in which they serve in a paid on-call or call back status. If you serve less than one full workweek in this status, the number of hours of applicable overtime will be pro-rated. When and if you perform actual work and service as a result of being called back to work, you will be paid any additional hours worked, with a minimum of two hours pay.

The supervisor will notify you of the on-call schedule. If you are on-call and cannot be reached or cannot come to work, you are not eligible for on-call pay. While on-call, no employee shall consume alcoholic beverages or do anything to impair his/her ability to respond for duty.

3.23.6 TIME OFF PLANS

As allowed under the Fair Labor Standards Act (FLSA), Midvale City's policy allows the supervisor of a non-exempt employee to schedule the employee to work a varying number of hours during a pay period in accordance with FLSA cycles. This generally means the employee works more hours during one portion of a pay period, and less hours during another portion of the same pay period. Time off plans are designed to control or limit the accumulation, accrual, or payment of earned overtime pay by employees. Employees benefit with reduced work periods while still earning their full-time compensation.

3.23.7 TRAVEL TIME

Reasonable travel time for call-back duty, emergency response, travel between work sites or traveling out of town on business during the normal work schedule or working hours is compensable time and shall be payable to the employee subject to the applicable terms and conditions of the federal Fair Labor Standards Act.



PART IV - EMPLOYEE BENEFITS

4.1 MEDICAL, DENTAL AND VISION INSURANCE PLANS

The City offers group medical and dental insurance benefits to eligible employees that meet the requirements of the City's plan. Vision Insurance is offered as a voluntary plan paid 100% by the employee. Eligible employees are enrolled when hired and may make changes to group benefit plans once each year during a specified period known as "Open Enrollment."

Eligible employment classifications are:

- Full-time employees
- Qualified part-time employees
- Probationary employees in the above classifications

Employees who provide proof of insurance under another plan may choose to waive the City's coverage. A portion of the City's insurance premium cost may be reimbursed to the employee through the payroll process.

4.2 LIFE INSURANCE

The City provides a life insurance benefit of \$50,000 for the City employee, \$5,000 for a spouse and \$2,500 for dependents. All Full-time and Qualified Part-time City employees are eligible for this life insurance benefit. Additional life insurance is available for eligible employees and their families as an option and is paid by the employee. Additional information can be obtained from the Human Resource Department.

4.3 LONG TERM DISABILITY

Subject to the terms and conditions established and controlled by the plan provider and/or other disability plan provider(s), the City sponsors long-term disability insurance coverage for employees in eligible classifications for the purpose of providing income protection against the loss of an employee's ability to work and earn income for periods of time exceeding 90 days. All Full-Time and Qualified Part-Time employees are eligible. The City pays for the premium cost(s) associated with the respective long-term disability insurance plan and policy provisions for covered employees.

4.4 WORKER'S COMPENSATION

Work-related injuries or illnesses may be covered under the City's Worker's Compensation insurance. Specific benefits are by law and the City's insurance policy.



To be considered work-related, the injury or illness must arise from and occur in the course of employment.

- a. When authorized by a physician, medical expenses related to the work-related injury or illness (including doctor, hospital, surgical, physical therapy, prescription medication, medical equipment and any out-of-pocket medical expenses), are covered.
- b. Worker's Compensation also pays for wages lost as a result of an employee work-related injury or illness; however, there is a three-day waiting period. During the three-day waiting period, a regular employee may charge any absence to accumulated sick, vacation, or compensatory time.
- c. Worker's Compensation pays 66 2/3% of an employee's average weekly wages and is non-taxable up to a maximum amount as defined by Worker's Compensation. An employee may elect to charge up to one day of sick leave, vacation, or compensatory leave for each day of absence in an amount equal to the portion of the employee's total compensation, which is not paid by Worker's Compensation benefits; however, in no case can the combination of sick leave and Worker's Compensation benefits exceed the employee's base pay. Once accrued leave has been exhausted, the employee will no longer accrue vacation, sick or holiday leave until they return to work, Service time in Utah Retirement Systems will continue while on Worker's Compensation.
- d. Midvale City employees who take time off work as a result of an injury sustained at other employment are not eligible to use any accrued sick leave while receiving workers compensation disability benefits based on other employment.

FMLA under the provisions of the Family Medical Leave Act, an injured employee may have some rights to a period of job protection during a worker's compensation absence. Under this Act, the protected period could be up to 12 weeks, depending on the employee's use of any Family Medical Leave during the preceding rolling year. Regardless of the status of a worker's compensation claim, in the event an injured employee is unable to return to work upon expiration of any FMLA leave rights, the employee's appointment with the City may be terminated at the City's discretion.

- e. When injured while on duty, an employee must:
 - 1) Immediately obtain necessary treatment. The City recommends that employees initially seek medical treatment at an approved medical facility. If emergency medical treatment is needed, the employee should seek treatment at the closest medical facility. Approved medical facilities include:



First Med Urgent Care
8822 S. Redwood Road #E122
West Jordan, UT 84088
801-256-0009

Hours: M-F 8 a.m. – 10 p.m.
Sat. 9 a.m. – 10 p.m.
Sun. Noon – 10 p.m.

- 2) Ensure that doctors who treat their injuries complete a medical report describing how, when and where the accident occurred, copies of which shall be sent to the Human Resource Director.
- 3) Immediately report the injury to their supervisor or Department Head. The supervisor shall be responsible for notifying the Human Resource Director. Claims not meeting statutory notification requirements can be denied under workers compensation laws.
- 4) The job related injury shall be detailed on forms prescribed by the Utah Industrial Commission and the City. These forms must be completed and submitted to the Human Resource Director within three (3) days following the incident producing the injury.
- 5) An employee reporting an accident or injury while performing his or her duties on the date of the accident will be paid for that day.
- 6) Employees injured while on duty must submit to a drug test as prescribed by drug testing policy in Part 6.15.
- 7) Employees in safety sensitive positions returning after an extensive leave (30 days or more) must submit to a drug test prescribed by the drug testing policy in Part 6.15.
- 8) It is the employee's responsibility to obtain a medical release form signed by a doctor. The employee is to report to work as permitted by the medical release form.
- 9) Upon receipt of a medical release form, a supervisor will review doctor recommendations and consider available work assignments. Depending on availability, light duty work assignments may or may not be allowed. The City also reserves the right to pay for a second or third opinion from medical professionals of its choice.
- 10) A copy of the medical release form needs to be submitted to the supervisor and a copy submitted to the Human Resource Department prior to returning to work.



- f. Upon return from a Workers' Compensation leave the City will accommodate an employee's return to their original or an equivalent position whenever possible. If any employee fails to report to work promptly at the end of the approved leave period, the City will assume the employee has resigned.
- g. An employee who returns to work from Workers' Compensation and whose performance is unsatisfactory may be subject to disciplinary action according to the provisions of the Midvale City Policies and Procedures.
- h. The City reserves the right to act in accordance with its own safety and risk management policies to determine appropriate action with respect to the workforce, procedures, internal controls, and even disciplinary action, in order to enforce its own safety and risk management policies.
- i. As provided by applicable state law, the City retains the right to pursue any and all available legal actions against any third party to recover workers compensation costs workers compensation for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the City.

4.5 COBRA

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the City's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, retirement, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; a dependent child no longer meeting eligibility requirements; and termination of Family or Medical Leave.

Subject to the terms and conditions of the group policy and applicable legal standards for extensions of insurance coverage under the law, employees, their spouses, dependents, and divorced or separated spouses may continue the group insurance plan benefits for periods of time beyond the last date of work of the employee for the City. The terms, limitations, conditions and length of extensions of coverage are specific in each individual case. Employees, dependents, spouses and ex-spouses are encouraged to make inquiry of the Human Resources Department. Under COBRA, the employee or beneficiary pays the full cost of coverage at the City's group rates plus a 2% administration fee.

The City provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the City's health insurance plan. The notice contains important information about the employee's rights and obligations.



Retirees, who meet the conditions for retirement as determined and defined by the Utah State Retirement Board or another City-sponsored retirement plan, may elect to continue their health insurance coverage upon retirement, which they had prior to their retirement date. Retirees will be required to pay the full premium for this insurance group coverage, plus a 2% administration fee, under COBRA, for a period of up to eighteen (18) months.

Continuation of health insurance coverage must be coordinated with the City under the terms and conditions established by and through the Plan Provider. Employees interested in more information about the continued health insurance coverage under this policy should contact the Human Resource Department.

4.6 RETIREMENT PLANS

The City offers retirement programs to employees in eligible employment classifications, which are funded in part by the City, and in part by those eligible employees. Eligible employment classifications are specific to each type of program, subject to the terms and conditions as described in this policy.

4.7 SOCIAL SECURITY

All employees are covered under the federal social security program. Social security is designed to provide supplemental income to workers who retire. Social security was not designed to provide retirement income, which will maintain a recipient at a lifestyle attained during working years.

4.8 UTAH RETIREMENT SYSTEM (URS)

The Public Employees Retirement System is a retirement plan intended to provide a meaningful retirement benefit to City employees who have chosen a career in public service. Subject to the terms, conditions, and limitations as defined and regulated by the Utah Retirement Board, the City provides coverage for employees in eligible employment classifications in the Utah Retirement System.

Appointed and elected employees who began working before July 1, 2011 may be eligible to opt out of the URS. Those employees who choose to opt out of URS will receive their retirement into a 401(a) account administered by ICMA-RC. **Non-benefited** temporary or part-time (<3020 hrs/wk) employees are not eligible for the URS. Eligible employees must work a minimum of **320** hours per week **and receive benefits from the City.**

4.8.1 BENEFITS PAID

The amount of benefit paid is determined by your hire date, age, years of service credit, final average salary and a benefit formula designed by the Utah



Retirement System. The URS has designated two categories of employees according to enrollment date. Once you are enrolled in the URS as either a Tier 1 or a Tier 2 employee, you will keep that designation, even if you stop working for a participating employer for a period of time and then return at a later date.

4.8.2 TIER 1 EMPLOYEES

Employees initially enrolled in the Utah Retirement System before July 1, 2011 are classified as Tier 1 employees. The City will pay the full URS Tier 1 rate for eligible employees. All City employees are enrolled in the Noncontributory System.

NONCONTRIBUTORY SYSTEM: If you leave employment covered by the Utah Retirement System, you are not eligible for a refund, but your retirement funds will remain in your account and you will receive a benefit when you retire. Benefits are vested after four years of service.

4.8.3 TIER 2 EMPLOYEES

Employees initially enrolled in the Utah Retirement System on or after July 1, 2011 are classified as Tier 2 employees. The City will pay the required URS Tier 2 rate for eligible employees.

Tier 2 employees may choose between a defined contribution or a hybrid plan which are described below. Employees have one year after employment begins to make this irrevocable choice of plans.

4.8.3.1 DEFINED CONTRIBUTION PLAN

The full City contribution will be put into a 401(k) account administered by the URS. Employees may elect to make voluntary contributions as well. Employees in this plan become vested after four years of service.

4.8.3.2 HYBRID PLAN

This plan is a combination defined benefit (pension) and defined contribution. As long as the defined benefit rate remains below 10 percent for public employees, employees will receive the difference between the 10 percent of the required contribution rate into a 401(k) account administered by the URS. If the defined benefit rate reaches or exceeds 10 percent, employees will no longer receive any of this amount into a 401(k) account.

In addition, if the defined benefit rate exceeds 10 percent, employees will be required to pay the portion of the contribution amount above these rates. Employees on this plan may elect to make voluntary 401(k)



contributions as well. Employees in this plan become vested after four years of service.

4.8.4 URS 401(K) PLAN

Any eligible employee that is active in the Utah Retirement System may participate in the URS 401(k) plan in accordance with federal and state law contribution limitations.

4.8.5 URS ACCOUNT ACCESS

To access your Utah Retirement System account, go to www.urs.org. You can login to my URS which will display your years of service and account information. You can also view account statements, update your address and beneficiaries and print forms.

For additional information regarding your Utah Retirement System accounts, contact the URS or [the Human Resource Departments](#).

4.9 ICMA RETIREMENT BENEFITS

The City provides a supplemental retirement benefit through the International City/County Management Association (ICMA). Department Directors, elected and appointed officials may opt out of the Utah Retirement program and instead invest the full amount in the ICMA program. The City also offers qualified savings plans through ICMA.

Information about coverage, contributions, benefits, and programs may be obtained through the Human Resources Department.

4.9.1 ICMA 401(a) PLAN

If an employee is Post-Retired from Utah Retirement System, the City will contribute the same monthly amount required by URS for active members to their ICMA 401(A) Plan. The City provides a total of 1% match to the ICMA 401(a) account of any eligible employees who contribute a minimum 1% to an ICMA 457 plan or URS 401(k) plan. This election can only be made during open enrollment each year.

4.9.2 ICMA 457 PLAN

The City also offers qualified savings plans through ICMA.

ICMA ACCOUNT ACCESS: To access your ICMA RC account online, go to www.icmarc.org. This website shows your daily account values, answers frequently asked questions and updates you on retirement trends. You can also call Vantage Line at 1-800-669-7400. Vantage Line is an interactive voice response system that allows you to transfer funds



from one account to another, change your investment choices for new contributions and obtain summary information about your account.

4.9.3 WITHDRAWALS FROM YOUR 401(A) ACCOUNT OR 457 ACCOUNT

The IRS allows withdrawals from your 401(a) account or 457 account only under certain circumstances. Contact ICMA-RC for more information.

4.9.3.1 FINANCIAL HARDSHIP

Only employee 457 contributions may be withdrawn in cases of financial hardship.

Federal rules allow hardship withdrawals for these reasons:

- To pay deductible medical expenses
- To purchase, stop eviction from, or stop foreclosure on your principle residence
- To pay tuition for the next quarter or semester of college for you or your spouse, child or dependent

You may not withdraw more than the amount of your immediate financial need. To receive a withdrawal, you must sign a written statement that you are unable to meet your need another way. Contact Human Resources or ICMA if you have any questions regarding this withdrawal option.

4.9.3.2 AT TERMINATION

You may withdraw part or all of your retirement accounts upon termination. There is normally a 10 percent penalty on withdrawals from your 401(a) account made before you reach age 59½. However, if you work through the year in which you turn 55, there is no 10 percent penalty for early withdrawal. Starting January 1, 1993 the IRS began requiring a 20 percent withholding of the funds withdrawn. This 20 percent does not change the penalty or taxes due. As usual, any funds withheld in excess of the taxes and penalties due is refunded after you file your taxes for the year. You may avoid the taxes and penalties by leaving your money in the plan or having it rolled into another qualified plan. You may obtain all appropriate paperwork from Human Resources or ICMA.

4.9.3.3 AT DEATH

If you die before benefits start, your vested account will be paid to your spouse or beneficiary under one or more forms available under the plan.



If you die after you start receiving benefits, death benefits will be paid according to the form you chose. Not all forms have death benefits.

4.9.4 401 (a) LOAN PROGRAM

Because Midvale City Administration recognizes that allowing you to borrow from your 401(a) retirement plan encourages increased participation and provides you with increased flexibility in your financial affairs, a 401(a) loan program has been established. Following is a brief summary of the plan.

Availability and Amount: Loans will only be approved if the proceeds will be used within a reasonable time for the following reasons.

- To purchase your principal residence or stop foreclosure on your principle residence
- To pay medical bills
- To pay tuition for you or any dependent
- To refinance your principal residence

In addition, to encourage increased participation in the savings plan, you will also be able to apply for loans for other personal reasons provided the amount of the loan is less than your total voluntary contributions. The loan amount can be up to 50 percent of your vested plan benefit provided the loan does not exceed \$50,000 or is not less than \$1,000.

4.9.4.1 PAYMENT TERMS AND TERM OF LOAN: The loan must be repaid within five years, unless you request a shorter term or the purpose of the loan is to purchase your personal residence. If you are using the loan to purchase your principal residence, the loan may be extended for a term no longer than the maximum amount of time that a commercial lender would allow. The loan must be repaid in substantially equal installments over the term of the loan. Payments must be made by payroll deduction. There is no penalty for prepayment of any plan loan. You will be fully responsible for all charges to establish or administer the loan which may be levied by the City's 401 (a) provider.

4.9.4.2 REQUEST FOR LOAN: You may obtain the appropriate loan forms online or apply for the loan online. You will be required to specify the amount of the loan, the term of repayment of the loan, and a statement that the loan will be secured by your vested plan benefit. In addition, if you are married, your spouse will be required to consent to the loan in writing.



Each loan must be fully documented in the form of a promissory note signed by you for the face amount of the loan together with the interest rate.

4.9.4.3 INTEREST RATE: The interest charged on the loan will be determined by the loan administrator at the time the loan is made.

4.9.4.4 DEFAULT: If you fail to comply with any provisions contained in any promissory note or security agreement or any other instrument delivered to the plan or make any representation or warranty to the plan that is found to be materially untrue, you will be considered to be in default of the loan.

4.9.4.5 TERMINATION OF EMPLOYMENT: If you cease to be an employee, you must, within 31 days of termination, arrange through the loan administrator to continue payments that previously may have been made through payroll deduction. Otherwise, the balance of the outstanding loan becomes due and payable.

For more details or to obtain a complete copy of the loan policy, contact ICMA or Human Resources.

4.9.5 RETIREMENT HEALTH SAVINGS PLAN (RHS)

All employees, including elected officials, are required to participate in the Vantage Care Retirement Health Savings Plan (RHS).

CONTRIBUTION SOURCES AND AMOUNTS:

- DIRECT EMPLOYER CONTRIBUTIONS: A discretionary amount to be determined each Plan Year. ~~(none for FY 2009)~~
- MANDATORY EMPLOYEE COMPENSATION CONTRIBUTIONS: Decreased Merit or Pay Plan Adjustment per City Policy. ~~(None for FY 2009)~~
- MANDATORY EMPLOYEE LEAVE CONTRIBUTIONS: Accrued Sick Leave per City Policy

~~YEAR 1: 50% of accrued sick leave hours in excess of full time, or part time equivalent, of 480 hours, at applicable hourly rate at the end of the first full pay period in January. AFTER the contribution to the RHS plan, participants may elect to convert 25% of remaining sick leave in excess of 240 hours to vacation leave.~~



~~YEAR 2 AND ALL FOLLOWING YEARS:~~ Only participants with accrued sick leave in excess of 480 hours at the end of the first full pay period in January are eligible for contribution to the RHSP. Contribution is equal to sick leave earned during calendar year less sick leave used during calendar year multiplied by 50%. Hours necessary to reach 480 hours are considered “used.” Example: Henry had 420 hours accrued sick leave at January 20, 2009 (end of first full pay period.) During 2010, he earned 96 hours, and used 10 hours, so on January 20, 2010 (end of first full pay period), he has 506 hours accrued sick leave. The contribution to Henry’s RHSP is 13 hours. (480 – 420 = 60, hours needed to get to threshold of 480. 96-10-60 = 26, 50% of 26 = 13). **AFTER** the contribution to the RHS plan, participants may elect to convert 25% of remaining sick leave in excess of 240 hours to vacation leave.

~~ALL YEARS:~~ 10% of total accrued sick leave hours at applicable hourly rate upon separation from service.

Contact the Human Resource Department for additional information on the RHS Plan.

4.10 EMPLOYEE RECOGNITION

It is the intent of the City to recognize those employees whose loyalty and dedication to public service are reflected in their length of service to the City. The City expresses this recognition and attempts to show a measure of its appreciation through an Employee Service Awards Program. As part of the Employee Service Awards program, the City presents employees with awards based upon the total number of years of service in five-year increments.

<u>Years of Service</u>	<u>Gift Certificate Amount</u>
5 Years	\$100
10 Years	\$200
15 Years	\$300
20 Years	\$400
25 Years	\$500
30 Years	\$600

In addition to the Employee Service Awards Program the City would like to recognize an Employee of the Year and a Supervisor of the Year on an annual basis including Public Safety for Midvale City.

4.11 WELLNESS PROGRAM

The City offers a wellness program to encourage employees to stay physically fit and maintain good health. This program is paid for by the City and administered by the Employees Association for your benefit. It is a voluntary program for appointed,



regular, qualified part-time, part-time, and elected employees. The program has the following objectives:

- Enhance quality of life for employees and family members;
- Improve morale, motivation and personal development;
- Strengthen interpersonal relationships;
- Lower health, life and disability insurance costs;
- Decrease work-related injuries and workers' compensation costs; and
- Reduce use of sick leave and absenteeism.

The City reserves the right to modify the program at any time. Some wellness program benefits may be taxable. For more information, contact the Human Resource Department.

4.12 CLOTHING ALLOWANCE

It is the policy of the City to assist employees with job related costs of uniforms and clothing accessories mandated by the City. The City at its sole discretion will provide the necessary clothing and equipment. The intent of this program is to ensure employees maintain clean, neat, and proper uniform and appearance in their role(s) of representing the City and its reputation and interests.

The purpose of the clothing and accessories allowance is to cover the acquisition, repair, cleaning, upkeep, and replacement of required and appropriate uniforms and clothing accessories as may be directed and controlled through employees' respective departments and Department Heads.

The following are those departments and uniform allowances which shall be paid to covered employees monthly:

4.12.1 PUBLIC WORKS DEPARTMENT: Each employee who is determined by their supervisor to be involved in work which requires or warrants protective clothing, will be provided clean coveralls and other proper safety gear/wear as determined by his/her supervisor. In lieu of a clothing allowance, the department will annually provide shirts, pants, and steel-toed boots.

4.12.2 FIELD PERSONNEL: Each employee who is determined by their supervisor to be involved in work which requires or warrants protective clothing, will be provided clean coveralls and other proper safety gear/wear as determined by his/her supervisor. In lieu of a clothing allowance, the department will annually provide shirts, pants, and steel-toed boots.

4.13 AUTOMOBILE MILEAGE REIMBURSEMENT



The City provides City-owned vehicles for employee use during normal business hours for City use. In the event that a City-owned vehicle is not available, the City, at its sole discretion, will reimburse employees for use of their personal vehicles for City business at the rate currently allowed under Internal Revenue Service regulations. Employees must have prior approval of the Department **Head Director** to use their personal vehicle for City business.

Commuting to and from work in City provided vehicles that are not qualified non-personal use vehicles (as described in IRS regulation section 1.274-5T (k)) is considered a fringe benefit and is subject to employment taxes. This benefit will be included on the employee's W-2 and subject to all employment taxes. Department Directors, with the City Manager's approval, may require certain employees to drive these City provided vehicles home. In which case, the City will pay the employee's share of the taxes.

4.14 CAR ALLOWANCE

The City Manager and Department Heads, except for those with a City-provided vehicle, will receive a car allowance in an amount approved by the City Council. Any mileage driven over a 50 mile radius from Midvale City Hall for anything above the normal day to day usage (i.e. driving to attend a conference) is considered reimbursable at the current IRS rate.

4.15 EMPLOYEE ASSISTANCE PROGRAM

Midvale City has elected to fund an employee assistance program to assist employees and their dependents in addressing and facilitating solutions for:

- Marital difficulties
- Family problems
- Personal emotional difficulties
- Legal issues
- Financial problems
- Referrals to medical professionals
- Alcohol/drug abuse
- Critical incident counseling etc.

All Full-Time and Qualified Part-Time City employees and dependents are eligible and can utilize the employee assistance program voluntarily to receive counseling and facilitate solutions. This service is offered at no charge to the employee or dependents and is a confidential program.

4.16 TRAINING AND TRAVEL POLICY

All travel for City business outside a 50-mile radius of Midvale City shall be requested on a travel request form and be pre-authorized by your Department Head.



Whenever possible, City vehicles will be used for travel associated with City business. Overnight use of any City vehicle must be pre-approved by the City Manager.

- a. Employees may use their personal vehicle for City business as circumstances warrant and will be reimbursed for mileage in accordance with the following:
 - Calculated mileage will be to and from the destination beginning in Midvale City. Mileage reimbursement requests must be signed by your Department Head.
 - Mileage will be reimbursed at the rate determined by the Internal Revenue Service.
- b. If a commercial airline is used, tourist or economy fare must be used if available.
- c. If railway or bus is used, first class fare, plus necessary lower berth or roomette is allowable. However, coach facilities, when considered reasonable and satisfactory, should be used whenever possible.
- d. Personal cars may be used if advantageous to the City. When a personal car is used for trips used in excess of 50 miles (one way) from the City, the City reimbursement for the use of the car plus meals and lodging required enroute shall not exceed the cost of economy class air fare. Reimbursement for personal car use shall be at the rate determined by the Internal Revenue Service.
- e. A rental car will be authorized only if it is determined to be the most cost effective means of transportation while away on City business.
- f. If you stay with relatives, friends or other means in lieu of staying in a hotel, you are eligible for a \$50 per night stipend.

PER DIEM:

Employees shall be paid per diem for City related travel in accordance with the following:

- a. The daily per diem allowance will be determined by the amount listed on the U.S. General Services Administration website at www.gsa.gov for the City where the training is being held (the amount for incidentals will not be included in the daily amount).
- b. Travel that requires less than a full day shall be compensated as follows:
 - Breakfast - when necessary to depart before 7:00 a.m.
 - Lunch - when necessary to return after 2:00 p.m.



- Dinner - when necessary to return after 7:00 p.m.
 - No Incidentals will be included in calculation.
- c. Per diem rates shall be adjusted with the U.S. General Services Administration adjustments.

4.17 EDUCATION ASSISTANCE

The City recognizes that the skills and knowledge of its employees are critical to the success of the organization. The City's educational assistance program encourages personal development through formal education so employees can maintain and improve job-related skills.

- a. The City may provide educational assistance up to seventy-five (75%) or \$500 maximum of the cost of tuition, fees, and books per semester/term (Semester/terms defined as: September through December; January through May; and June through August) to all eligible employees. A maximum amount of \$1,500 per fiscal year in tuition assistance may be granted dependent upon annual budget appropriations. Only full-time employees are eligible to participate in this program.
- b. To maintain eligibility employees must remain on the active payroll and be performing their job satisfactorily through completion of each course. Educational assistance is available to eligible employees to attain a college degree, so long as the degree and course work directly relates to the employee's career path, subject to the limitations identified in this policy.
- c. The City has sole discretion to determine approval for any educational assistance requested. Approval must occur first through the Department Head and next through the City Manager prior to enrollment in the course, training, or class offering.
- d. It is a requirement of the City under this policy that costs of tuition, fees, or books are disbursed upon successful completion of approved training, certification, class, or course work. Where a grade is given, the employee is required to successfully complete said course with a grade of "B" or better. If the course is on a pass/fail basis, the employee must pass the course to qualify for reimbursement. The employee must submit a completed request for reimbursement along with documentation of successful completion of the course to the City Manager on proper form(s) within 30 calendar days of the successful completion of any approved course.
- e. The City may make an exception to the reimbursement policy when the course offering is in the nature of training or certification type work, and the course is limited in both time of offering as well as length (e.g. one-day seminar or a one-



week training and certification course). Under such an exception, the City may pay for the course directly, subject to the recommendation of the Department Head and the written approval of the City Manager.

- f. If an employee voluntarily separates from the City's employment within two years after completion of any course, the amount of educational financial assistance for that course(s) shall be considered a loan. Accordingly, the City-paid portion of the training costs will be deducted from the employee's last paycheck.
- g. The City may, at its discretion, pay 100% of the education costs for certain occupations where ongoing education is necessary to maintain a certification or continuing education required by the state or City.



PART V - LEAVE POLICIES

5.1 ANNUAL VACATION LEAVE

Vacation time off with pay is available for eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Persons hired on an emergency, seasonal, or temporary basis shall not be eligible for annual vacation leave. Part-time employees are not eligible for vacation leave. Qualified Part-time employees receive vacation on a pro-rated basis. Benefited full-time employees shall accrue annual vacation leave in accordance with the following:

<u>Years of Consecutive City Service</u>		<u>Hours of Vacation Per Month</u>	<u>Accrued Per Year</u>
0 – 5		8	96
6 – 10	10		120
11 – 15		12	144
16+		14	168

A maximum of 160 hours per year shall be allowed to be carried forward from one calendar year to the next. If the amount of unused, accrued or credited vacation time on December 31st of each year exceeds the cap of 160 hours, the excess balance will be forfeited and added to the sick leave bank.

In the event an employee is not allowed to use previously scheduled and approved vacation leave because of unforeseen needs of the City, the City Manager may in writing grant an extension up to 60 calendar days from the forfeiture date in which the employee may use his/her vacation time. All accrued or credited vacation time will be paid at time of separation from the City.

Employees who have been separated from the City for less than one year, and are reinstated to the same position, may be allowed to reinstate their previous vacation accrual rate according to years of service. Employees, who have been separated for one year or more, will be prohibited from vacation time reinstatement. Reinstatement of vacation time must be approved by the City Manager.

Department Heads are credited their authorized number of vacation pay annually on January 1 of each year. If the eligible employee is hired after January 1, the number of hours of vacation pay credited on the date of hire will be pro-rated based on the months remaining in the year. The City Manager reserves the right to negotiate vacation time upon hiring of Department Heads.



A holiday that falls during an employee's annual vacation leave shall be counted as a paid holiday. Annual vacation leave shall be requested on a leave request form and pre-approved by the employee's Supervisor. Advancing vacation leave to any employee is prohibited.

5.2 HOLIDAY LEAVE AND HOLIDAY PAY

Midvale City recognizes the following holidays for purposes of paid holiday leave:

- | | |
|--------------------------------|--------------------------------------|
| • New Year's Day | January 1 st |
| • Martin Luther King Day | 3 rd Monday in January |
| • Presidents' Day | 3 rd Monday in February |
| • Memorial Day | Last Monday in May |
| • Independence Day | July 4 th |
| • Pioneer Day | July 24 th |
| • Labor Day | 1 st Monday in September |
| • Veteran's Day | November 11 th |
| • Thanksgiving Day | 4 th Thursday in November |
| • Thanksgiving Day (Day After) | 4 th Friday in November |
| • Christmas Day | December 25 th |
| • Christmas Holiday | TBD Annually |

If any of the above holidays fall on Saturday, the holiday shall be observed on the preceding Friday. If any of the above holidays fall on a Sunday, the holiday shall be observed on the following Monday or as designated by the City Manager.

Full-time employees are eligible for eight hours (8) of holiday pay per holiday listed above. All holidays must be taken as a full eight (8) hour day. No incremental usage is allowed. Qualified Part-time employees will receive holidays on a pro-rated basis, which also may not be used incrementally. Part-time employees (working less than 30 hours per week) are not eligible for holiday pay.

Employees required to work on an observed holiday or an actual holiday that falls on their regularly scheduled day off, are paid at a rate of one and one-half (1.5) times their straight time base pay rate plus eight (8) hours of holiday pay as long as they meet the 40 hour work week including the holiday.

If a shift work employee works a shift that spans a two-day period, one of which is a holiday, any holiday pay shall be limited to the hours falling within the 24 hours constituting the applicable holiday.

Exempt employees are paid on the basis of set compensation and are compensated for all holidays based on that compensation. If an exempt employee works on a holiday, they are not compensated additionally for such work.



5.3 SICK LEAVE

Sick leave time off with pay is provided to eligible employees for periods of temporary absence due to illness, injury, or to obtain necessary medical care for themselves and/or their dependents at the discretion of the Department Head. Sick leave hours are intended primarily to provide income protection in the event of illness or injury, and may not be used for any other absence.

Full-time employees shall accrue one 8 hour day per month for a total of twelve (12) days (96 hours) annually. Qualified Part-time employees are eligible to receive sick leave on a pro-rated basis. Part-time employees and persons hired on an emergency, seasonal, or temporary basis shall not be eligible for sick leave.

An employee hired within one year to their former job or department may have their prior sick-leave balances reinstated, following the successful completion of either the six or twelve-month probationary period, unless it has been converted to the retirement health savings plan.

Paid sick leave shall be accounted for in minimum increments of one quarter (1/4) hour. Exempt employees who are off work for less than a full workday shall not have their sick leave deducted for sick time taken. Otherwise, exempt employees are subject to the same conditions and limitations applicable to the qualified and proper use of sick leave for illness, injury, or bereavement.

Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their workday, if possible. The direct supervisor must also be contacted on each additional day of absence.

Employees unable to fulfill normal work assignments due to illness or injury may or may not be allowed light duty assignments depending on availability.

Paid sick leave is a privilege and not a right of employment. Abuse of the sick leave privilege shall constitute grounds for disciplinary action. Employees who consistently utilize sick leave (accrual of less than 40 hours), shall become suspect of policy abuse.

Where a pattern of sick leave use is present, or a question arises as to the legitimate use of accrued sick leave, Department **Heads Directors** have the right to investigate use of sick leave, make inquiry of the employee as to his/her ability to perform essential functions of the job, and otherwise request medical information be provided to the supervisor.

Advancing sick leave to any employee is prohibited.

A medical release may be required before returning to work.



Employees, Supervisors, and Department Heads are required to notify the City Manager **and Human Resource Director** whenever paid sick leave is used for a medical disability or serious health condition of the employee. A serious health condition means an illness, injury, impairment, or a physical or mental condition that involves an absence of three consecutive workdays or longer under the care of a health care provider, inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider.

An FMLA request form is to be completed by the employee and submitted to both the employee's Department Head and the **Human Resource Director to be approved by the City Manager**. This form is used to determine the effective date of any medical disability or serious health condition of the employee and the period of available leave (paid and unpaid) benefit for the employee.

If the proper form is not completed, the City Manager will determine the effective date of any serious health condition and the period of available leave (paid or unpaid), based on the first date the employee was granted leave related to, and/or in connection with, the employee's medical disability or serious health condition.

5.4 SICK LEAVE CONVERSION AND PAYMENTS

Full-time employees who have accrued a minimum of 240 hours of sick leave may elect to convert 25% of their additional earned, unused sick leave benefits to vacation leave **one time** each calendar year at the end of the first complete pay period in January.

Employees retiring with state retirement benefits or other City approved retirement program benefits during a calendar year, may elect to convert 25% of their unused sick leave over 240 hours at the end of the first complete pay period in January or delay the conversion to the effective date of retirement within the same year. This election is allowed **one time** each calendar year.

Unused sick leave benefits will not be paid as direct compensation to employees while they are employed or upon termination of employment except as otherwise stated in this policy.

5.5 LEAVE DONATIONS

Employees may voluntarily and anonymously donate accumulated unused leave (vacation, comp time, or sick leave) hours to the sick leave bank of the City to be used by an employee who has suffered an incapacitating major illness or injury, or family emergency, which has exhausted the employee's regular sick leave, vacation, and comp-time accounts.



Any unused vacation hours over the 160 allowed that are forfeited by employees at the end of the year shall be donated to the sick leave bank.

Eligible full-time City employees must have been employed with the City for one year or more and accumulated 40 or more hours of unused sick leave at the time of the request (or when the illness began) for extended sick leave compensation.

A maximum of 160 hours of extended sick leave compensation may be requested per rolling 12-month period.

ROLLING 12 MONTH PERIOD: A “rolling” 12-month period is measured backward from the date an employee uses any leave. Each time an employee receives sick leave compensation from sick leave donations, the remaining leave entitlement would be any balance of the 160 hours, which has not been used during the immediately preceding 12 months.

Sick leave bank hours are granted on an as-needed basis and may not be accrued. The employee must exhaust all personal leave prior to using any sick leave bank hours.

All requests must be approved by the employee’s Department Head and the City Manager. All donations are made on a confidential basis. Each case will be considered separately based upon the merits of the situation.

Advancing sick leave to any employee is prohibited.

5.6 BEREAVEMENT LEAVE

Full-time employees working 40 hours per week and qualified part-time employees working a minimum of 30 hours per week are eligible for bereavement leave. Qualified Part-time employees receive bereavement leave on a pro-rated basis. Employees working a 40-hour work week will receive a maximum of three (3) days bereavement leave with the availability of an additional two (2) days as needed for travel or family responsibilities dealing with the funeral services upon approval by the Department Head. Bereavement leave is for making arrangements for and attendance at funeral services upon the death of an immediate member of the employee’s family as defined in this section.

For purposes of this section, “immediate members” will include father, stepfather, father-in-law, mother, stepmother, mother-in-law, brother, stepbrother, half-brother, brother-in-law, sister, stepsister, half-sister, sister-in-law, aunts, uncles, nieces, nephews, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, grandparents-in-law, grandparents, step-grandparents, grandchildren, step-grandchildren, and spouse. The days will be with pay and will not be charged to either earned sick leave or annual leave. Bereavement leave will not accrue to the employee’s



benefit if not used for the intended purpose. Leave for attendance at funerals other than those covered above will be considered either leave without pay, personal leave, or vacation. The City Manager or designee reserves the right to request verification of death from the employee at the Manager's discretion.

5.7 MILITARY LEAVE

Persons serving in the uniformed military services will be granted military leave without pay for the period of service and a reasonable amount of time to travel to and return from duty as prescribed by federal law. The vacated position may be temporarily filled and the employee will return to service with the City in either the same position or a similar position within the same pay grade and scope of responsibility, if the employee meets the requirements of federal law. During the time of absence, the employee will continue to build seniority; the employee will not lose seniority obtained prior to obtaining military leave. All employees who are or shall become members of a reserve component shall be allowed full pay equal to the difference between military pay and City pay, when military pay is less than City pay, spent on duty with military units of the United States and the State of Utah in an "activated or deployment" status. Military leave for the purpose of annual training or other non-deployment activity will not qualify the employee for the full pay equal to the difference between military pay and City pay. This leave shall be in addition to annual vacation leave with pay. A copy of orders will be required for salary payment. Any employee serving with the uniformed services may use accrued annual leave (vacation), if he/she requests it before commencing such service.

No officer or employee shall be subjected to any loss or decrease of vacation or holiday privilege or be prejudiced by reason of such absence with reference to promotion or continuances in office, employment, reappointment to office, or reemployment.

An employee reinstated under the foregoing provisions shall not be discharged from his/her position within one year after the reinstatement unless there is just cause for the discharge or a reduction in force.

Employees serving on active duty with the armed forces pursuant to a leave of absence under this section may participate for up to 24 months following separation from City employment in the City-sponsored employee group health and accident insurance plan for themselves and dependents, if they make the required timely premium payments pursuant to federal law.

Upon reinstatement to City employment, the employee shall be entitled to participate in the retirement insurance and other benefit programs offered by the City pursuant to the established laws, rules, and practices related to persons on leave of absence in effect at the time the reinstated employee commenced such active military service. This section shall not be construed to retain, in office or in the employment of the City, any person elected or appointed for a definite term of office, or any person appointed



by or serving under a person elected or appointed for a definite term of the person by whom he/she was appointed or under whom he/she was serving whose term shall otherwise expire in operation of law.

The employee serving on active duty with the military has the right to convert the City employees' group term life insurance containing a "war exclusion" provision, which would prevent payment of the double indemnity for accidental death.

Active duty service in the armed forces may qualify for service credit, which may qualify and/or increase the retirement benefits an employee might receive from the retirement program administered by the Utah State Retirement System, as provided by law. It is the employee's responsibility to contact the State Retirement Office for further information. The City will not make the employer-paid contributions and the employee-paid contributions, if any, otherwise paid by the City in behalf of the employee, for former employees serving on active military duty. For those employees whose employment with the City is reinstated following separation from active military service, the City will make the contribution adjustment representing the employer's contribution for the period of military service upon the following conditions:

- The reinstated employee requests the City to make the contribution adjustment payment to the Utah State Retirement System.
- The reinstated employee makes the contribution adjustment payment to the Utah State Retirement System as required by law.
- The reinstated employee meets all of the criteria for eligibility for the service credit, as provided by state and/or federal law.

Active duty service in the armed forces will be used in calculating the "length of service" for "annual leave" (vacation) for a reinstated employee, pursuant to this manual.

5.8 JURY OR WITNESS DUTY

The City recognizes the duty of every employee, as a citizen of the United States, to perform jury duty or serve as a witness in court on behalf of another party. If the jury or witness service is completed during regular work hours, an employee is expected to return to work upon completion of the service. The employee shall receive his/her regular pay when performing jury and witness duty money received for jury or witness service is returned to the City within one (1) week of receipt. Verification of jury and witness duty will be required. If you fail to comply with this policy, disciplinary action may be taken.



5.9 PAID LEAVE/UNPAID LEAVE

Accrued leave must be used during an approved leave in order to maintain City provided benefits. If an employee has no accrued leave and is on approved unpaid leave, all benefits including vacation, sick leave, holiday leave and retirement will be discontinued until the employee returns to work unless provided for under state or federal guidelines. Insurance benefits may be continued under approved unpaid leave if the full premium is paid by the employee.

5.10 FAMILY MEDICAL LEAVE [FMLA]

The Family and Medical Leave Act of 1993 (FMLA) grants eligible employees the statutory right to take up to 12 weeks of paid and/or unpaid leave per year under specified circumstances related to serious health conditions and childbirth. Employees are encouraged to talk with their Supervisors, Department Head, or Human Resource Director to raise concerns and seek information about the Family and Medical Leave Act, or their working conditions related to taking such leave, without fear of retaliation.

5.10.1 ELIGIBLE EMPLOYEES

Only eligible employees are entitled to take FMLA leave. An **eligible** employee is a:

- Has worked for Midvale City for at least 12 months; and
- Has at least 1,250 hours of service for Midvale City during the 12 month period immediately preceding the leave

Eligible employees are entitled to 12 weeks of paid or unpaid Family and Medical Leave within the calculated leave year if the following definition of serious health condition is met: ~~for the following reasons:~~

- An illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.
- ~~The birth of a child and to care for the newborn child within one year of birth;~~



- ~~▪ The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;~~
- ~~▪ To care for the employee's spouse, child, or parent who has a serious health condition;~~
- ~~▪ A serious health condition that makes the employee unable to perform the essential function of his or her job;~~
- ~~▪ Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is covered military member on "covered active duty status."~~

~~An eligible employee may also take up to 26 workweeks of leave during a "single 12-month period" to care for a covered service member with a serious injury or illness when the employee is the spouse, son, daughter, parent, or next of kin of the service member. The "single 12-month period" for military caregiver leave is different from the 12-month period used for other FMLA leave reasons.~~

5.10.2 MILITARY FAMILY LEAVE ENTITLEMENTS MEMBER

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service-member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

5.10.3 ~~COVERED ACTIVE DUTY~~

~~For members of a regular component of the Armed Forces means duty during deployment to a foreign country. Covered active duty for members of the National Guard or Reserves means duty during deployment to a foreign country under a call or order to active duty in a contingency operation.~~



~~5.10.4 — QUALIFYING EXIGENCIES~~

~~Includes short notice deployment, military events, childcare and school activities, financial and legal arrangements, parental care, counseling, rest and recuperation, post deployment activities or additional activities agreed to by the employee and the City. The qualifying exigency leave for Rest and Recuperation leave includes a copy of the military member's Rest and Recuperation leave orders, or other documentation issued by the military setting forth the dates of the military member's leave. The amount of time an eligible employee may take for Rest and Recuperation qualifying exigency leave is a maximum of 15 calendar days. The qualifying exigency for parental care leave is to care for a military member's parent who is incapable of self care when the care is necessitated by the member's covered active duty. Such care may include arranging for alternative care, providing care on an immediate need basis, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility.~~

~~Any leave, if eligible, will be counted as part of the 12 weeks allowed under FMLA. Your leave year will be calculated on a rolling schedule, meaning your eligible leave will be measured backward from the date you use FMLA Leave.~~

5.10.3 ROLLING 12 MONTH PERIOD

A "rolling" 12-month period is measured backward from the date an employee uses any FMLA leave. Each time an employee takes FMLA leave the remaining leave entitlement would be any balance of the 12 weeks, which has not been used during the immediately preceding 12 months. FMLA leaves may be approved for a maximum of 12 weeks in a 12-month period.

EXAMPLE FOR 12-MONTH ROLLING PERIOD

If an employee has taken 8 weeks of leave during the past 12 months, an additional 4 weeks of leave could be taken. If an employee used 4 weeks beginning February 1, 2003, and 4 weeks beginning June 1, and 4 weeks beginning December 1, 2003, the employee would not be entitled to any additional leave until February 1, 2004. However, beginning on February 1, 2004, the employee would be entitled to 4 weeks of leave, on June 1 the employee would be entitled to an additional 4 weeks, etc.

~~5.10.5 — MILITARY CAREGIVER LEAVE~~

~~Eligible employees are also entitled to 26 weeks of paid or unpaid leave to care for covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin. A covered service member includes (1) a current member of the Armed Forces, including the National Guard or Reserves, who is undergoing medical treatment, recuperation, therapy or outpatient treatment, or is otherwise on the~~



~~temporary disability retired list, for a serious injury or illness that may render the service member medically unfit to perform his duties and (2) a veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness if the veteran was a member of the Armed Forces at any time during the five years preceding the date of the medical treatment, recuperation or therapy. For a current service member, a serious injury or illness is one that was incurred or existed previously but was aggravated, while in the line of duty on active duty in the Armed Forces. For a veteran, a serious injury or illness is a qualifying injury or illness that was incurred or existed previously but was aggravated, while in the line of duty on active duty in the Armed Forces and that manifested itself before or after the member became a veteran and is:~~

- ~~(1) A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; OR~~
- ~~(2) A physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; OR~~
- ~~(3) A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would do so absent treatment; OR~~
- ~~(4) An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.~~

~~Military caregiver leave is available during a single 12 month period beginning on the date the leave is first taken. During this single 12 month period, the combined total of FMLA Leave an eligible employee can take is 26 weeks. Any leave, if eligible, will be counted as part of the 26 weeks allowed under FMLA.~~

5.10.4 INTERMITTENT LEAVE

When medically necessary, you may be eligible to take FMLA Leave intermittently for your own serious health condition, the serious health condition of a spouse, child or parent or for military caregiver leave. You must make reasonable attempts to arrange leave to minimize disruption of the City's operations. Qualifying exigency leave may also be taken intermittently; however, leave due to the birth or placement of a child for adoption or foster care may not be taken intermittently and must be completed within a 12-month



period from the date of birth or placement of the child and requires the City Manager's approval.

5.10.5 NOTICE OF LEAVE

You should not use FMLA Leave to circumvent your department's leave request procedure. To request FMLA Leave, contact Human Resources 30 days in advance of when you want the leave to begin. In case of an emergency, contact Human Resources as soon as is practical. Supervisors also have a responsibility to notify Human Resources if they are aware of an employee with a medical condition who may be eligible to be placed on FMLA Leave. Failure to provide timely notice may result in a delay in the start of your leave. Within five business days of your leave request, Human Resources will notify you if the leave will be designated as FMLA Leave.

5.10.6 CONCURRENT LEAVE

When taking FMLA Leave for your own serious health condition, you are required to use accrued paid leave (sick leave, compensatory time and vacation) before going on unpaid leave status. The City recognizes that employees may need to take time, under this policy, to care for a seriously ill spouse or family member. Your supervisor may require you to return to work if you use the leave for unrelated activities such as working a second job or any other activity not related to caring for a family member during regularly scheduled Midvale City working hours.

5.10.7 WORKER'S COMPENSATION LEAVE

An absence from work due to an on-the-job injury or illness, which qualifies as a worker's compensation absence also qualifies as an FMLA absence.

5.10.8 PAID LEAVE DURING FMLA LEAVE

You are required to use accrued vacation, comp time, or sick leave during a FMLA leave according to the provisions of the City's sick and annual leave policies. Consistent with sick leave policies, sick leave may only be used to care for the medical needs of you or another qualified individual, as defined in the Family Medical Leave Act. In all other situations, leave without pay will apply.

5.10.9 MAINTENANCE OF BENEFITS

The City will continue health benefits (medical and dental insurance coverage) for benefit-eligible employees during any paid FMLA leave on the same basis as for active employees.

The regularly deducted premiums due for medical and dental coverage during periods of unpaid FMLA leave will be collected according to existing procedures for premium payment during an approved leave without pay. Employees will be



contacted by Human Resources regarding provisions for payments. If you fail to make payments for your portion of the insurance premiums in a timely manner, the City may terminate those benefits.

The flexible spending account (FSA) program is governed by specifications of the FSA plan. Human Resources will inform employees regarding payment provisions for continuation of the FSA plan during FMLA leave.

Under circumstances where you fail, without cause related to any medical condition, to report back after the leave ends, you may be required to reimburse the City for the health insurance premium costs paid on your behalf during the entire period of the leave.

5.10.10 MARRIED COUPLES WORKING FOR MIDVALE CITY

If you and your spouse both work for Midvale City, the total number of weeks of FMLA Leave to which both employees are entitled will be limited to 12 weeks during any leave year if the leave is taken (1) for the birth of a child, (2) for the placement of a child for adoption or foster care or (3) to care for a parent with a serious medical condition. Each employee would then be entitled to the difference between the amount of leave taken for the above-mentioned reasons and 12 weeks. Likewise, the total number of weeks of leave to which both employees are entitled will be limited to 26 weeks during a single 12 month period if the leave is taken for (1) Military Caregiver Leave or (2) a combination of Military Caregiver Leave and leave taken for the birth or placement of a child for adoption or foster care or to care for a parent with a serious medical condition. For example, you and your spouse both take six weeks off for the birth of your child. Those 12 weeks are the maximum combined total you and your spouse can take for the birth of a child. Each employee would then have six remaining weeks of FMLA leave available in the year.

5.10.14 RETURN FROM LEAVE

Upon return from FMLA Leave, you will be restored to your original position or an equivalent position if the original position is not available. Upon returning from leave for your own serious health condition, you may be required to provide a Fitness for Duty (FFD) certification signed by a health care provider. Failure to provide a FFD certification may delay your return to work. In addition, the City may take any personnel action/decision that would have happened if you had continued to work while you are on FMLA Leave.

If you have any questions regarding FMLA Leave, please contact Human Resources.

5.11 LEAVE WITHOUT PAY



Employees are advised to accumulate leave to have available for unexpected reasons such as vacation opportunities, family events, injury or illness. Employees that have not kept adequate leave balances sometimes want to take leave without pay. The use of unpaid leave may indicate that your absenteeism is excessive and therefore is discouraged.

The City may terminate insurance benefits during any leave without pay exceeding one full pay period. Vacation time and sick leave will be prorated based on the hours worked for the pay period when leave without pay is used.

Leaves of absence without pay may be granted by a Department Head for the following reasons only:

- Military Leaves of Absence
- Eligible leave covered under the Family and Medical Leave Act or the Americans with Disabilities Act
- Other medical absences of less than five working days when the Department Head determines that absence will not adversely impact operations
- Temporary leaves of absence to mitigate budget shortfalls
- Jury duty and witness leave
- Disciplinary action
- Previously scheduled commitments of new employees that are agreed to at the time of job offer.

Employees who exhaust all eligible leave and are unable or unwilling to work may be terminated. Any leave without pay must be approved in writing by the Department Head.

5.12 ADMINISTRATIVE LEAVE WITH PAY

Administrative leave with pay may be granted with prior approval of the City Manager or designee under the following circumstances:

- Pending the outcome of an investigation to determine possible disciplinary action against the employee.
- With regard to incidents resulting in extreme stress.



Any employee placed on administrative leave with pay must be available and responsive to their Supervisor or Department Head during regular business hours.

5.13 LEAVE OF ABSENCE

Under special circumstances, employees may find it necessary to request leave without pay for a reason other than family or medical leave.

Full-time employees who have successfully completed their probationary period are eligible to request leave as described in this policy.

Eligible employees may be granted a period of up to 30 consecutive calendar days on a rolling year basis. If this initial period of absence proves insufficient, consideration will be given to a written request for a single extension of no more than 60 consecutive calendar days.

Eligible employees interested in a leave of absence must submit a written request to their Department Head detailing the nature of the leave.

Requests for leave of absence will be considered based on criteria such as the nature of the request, the impact to the organization, and the benefit to the employee and/or the City. The City does not grant a leave of absence without pay, unless it is believed the employee will return to City employment at the end of the leave.

Prior written approval will be obtained from the employee's Department Head and the City Manager.

During an approved leave of absence, an employee is required to use any applicable and available paid leave before the commencement of any leave of absence without pay.

- 1) Once the employee has exhausted all of his or her applicable leave benefits, they will no longer continue to accrue vacation, sick leave, holiday leave, and other City benefits during the approved leave of absence period, unless provided for under state or federal guidelines.
- 2) Accrued leave must be used during an approved leave of absence in order to maintain City provided benefits. If an employee has no accrued leave, all benefits will be discontinued until the employee returns to work. Insurance benefits may be continued if the full premium is paid by the employee.
- 3) At the completion of an approved leave of absence, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified, or in accordance



with any leave agreement(s). However, the City cannot guarantee reinstatement in all cases and is under no obligation to hold a specific job.

- 4) If an employee fails to report to work promptly at the expiration of the approved leave period, the City will assume the employee has resigned.

5.14 TIME OFF TO VOTE

The City encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their non-working hours, their Department Head may grant a reasonable amount of paid time off, up to two hours, for employees to vote. Employees should request time off to vote from their supervisor at least two working days prior to the election day. Advance notice is required so the necessary time off can be scheduled to minimize disruption of work schedules and operations.



PART VI - EMPLOYEE CONDUCT

6.1 GUIDELINES FOR APPROPRIATE CONDUCT

As an integral member of the City team, you are expected to accept certain responsibilities, adhere to acceptable business principles in matters of personal conduct, and exhibit a high degree of personal integrity at all times. This not only involves sincere respect for the rights and feelings of others, but also demands that you refrain from any behavior that might be harmful to you, your coworkers and/or the City, or that might be viewed unfavorably by current or potential customers or by the public at large.

Whether you are on duty or off, your conduct reflects on the City. Consequently, you are encouraged to observe the highest standards of professionalism at all times. It is the responsibility of each employee to comply with these standards, department policies and the supervisory instructions given to them for performance of their duties. Types of behavior and conduct that the City considers important include, but are not limited to, the following:

6.1.1 DUTY TO ACT LAWFULLY

This includes knowing the law and following it.

CONFIDENTIALITY: Unless authorized, City employees shall not interfere, offer advice, or otherwise make comment regarding any incident surrounding a City legal issue, pending court case regarding City business, or employee disciplinary action to the public or other City employees. Inappropriate release or discussion of confidential City information to unauthorized individuals will result in disciplinary action and possible termination.

6.1.2 DUTY OF ETHICAL CONDUCT AND LOYALTY TO THE CITY

This duty includes avoiding any activities which may conflict with City responsibilities; respecting and preserving City property and resources; maintaining official confidences; not abusing City time, benefits or privileges of employment; and acting ethically and honestly in all matters which may reflect on the reputation of the City.

6.1.3 DUTY TO PROMOTE WORK EFFICIENCY AND MORALE



This duty includes being present, punctual and fit for all assigned duties; acting competently; following supervisor instructions; respecting the personal health, dignity, reputation, property and time of coworkers; reporting work place hazards and fostering safety; and promoting positive communication, good morale and maximum efficiency within the organization.

6.1.4 DUTY OF SERVICE TO THE GENERAL PUBLIC

This duty includes promoting the health, safety and welfare of the general public; displaying respect for members of the public; being diplomatic, helpful and speaking truthfully; promptly removing or reporting public hazards; being conscious of and containing costs of government; and dressing and acting in a manner which encourages confidence in the City and its work force.

Should your performance, work habits, overall attitude, conduct or demeanor become unsatisfactory in the judgment of the City, based on violations either of the above or any other City policies, rules or regulations, you will be subject to disciplinary action, up to and including dismissal.

Refer to Part 7 of the Policies and Procedures Manual for Standards of Conduct, Disciplinary Action, and Employee Appeal process.

6.2 CONFLICT OF INTEREST

The City's conflict of interest ordinance, comprised of Title 2 Chapter 16 Article 7 outlines the City's position on maintaining an employment relationship absent of any conflict of interest. As a City, we are required by ordinance to advise all employees, officers (elected officials), and volunteers, of their responsibilities outlined in the conflict of interest ordinance, as well as obtain documentation of compliance. As a result, a conflict of interest form must be completed prior to acceptance of an offer of employment.

6.2.1 CONFLICT OF INTEREST ORDINANCE SUMMARY

Listed below is a summary of the conflict of interest ordinance. Please refer to the actual conflict of interest ordinance for further clarification. The following summary should not be considered exhaustive or preclude a careful reading of the actual ordinance; however, the ordinance includes the following major concepts:

****Please Note:** It is your responsibility to notify Human Resources if your status changes throughout the year. You **MUST** disclose any and all possible conflicts.

6.2.2 DEFINITIONS



An expanded definitional section is included to define numerous terms. It is included to aid in the clarity of meaning and to assist in interpreting the ordinance.

6.2.3 DISCLOSURE/DISQUALIFICATION

Section 2.16.720 prohibits officials, employees, and volunteers from acting upon City matters in which they have a personal interest. The prohibited conflict is one that involves a personal interest that is “individualized” and “distinguishable” from those that affect the public, generally. The ordinance requires disclosure of such interest and requires a public servant’s disqualification from participating or deliberating on any such matters.

6.2.4 PROHIBITION AGAINST USING ONE’S CITY POSITION IMPROPERLY

Section 2.16.730 prohibits the disclosure of confidential City information or the use of such information for personal advantage by the public servant, relatives, or others. It also prohibits the use of a person’s public position to further the personal financial or other interests of the public servant.

6.2.5 REQUIRED DISCLOSURES

Section 2.16.740 requires every public servant to disclose his/her business or financial interests that are subject to City regulation. It also sets timelines when these disclosures must be made and renewed. These disclosures are filed as public records, with the City Recorder. However, to protect privacy interests the specific dollar amounts need not be disclosed. The section only requires a generic description and whether or not the value exceeds \$2,000 dollars, in order to protect personal privacy interests.

6.2.6 TRANSACTIONS INVOLVING THE CITY

Section 2.16.750 prohibits an employee, officer, or volunteer of the City from receiving compensation for assisting someone in doing business with the City, unless there is a sworn written statement giving the information required by this section and disclosure in an open meeting to the members of the body, if any, of which he or she is a member.

6.2.7 PROHIBITION ON OFFERING, ACCEPTING, SOLICITING, OR RECEIVING GIFTS

Section 2.16.760 prohibits citizens from making or offering gifts and public servants from soliciting or accepting improper gifts. Prohibited gifts are those that influence the recipient from departing from the faithful and impartial discharge of public duties or has the primary purpose of rewarding the public official for taking or not taking official action.



6.2.8 PROHIBITION OF COERCION TO DO BUSINESS

Section 2.16.770 prohibits an officer, employee, or volunteer from seeking to coerce a subordinate or another employee, officer, or volunteer to do business with a private entity, in which that individual has a personal financial interest.

6.2.9 IMPROPER USE OF CITY INFORMATION

Section 2.16.780 prohibits an employee, officer, or volunteer from acquiring an interest in a private business entity, based on inside information from the City that is not available to the general public. That is, it prohibits an employee from using confidential private City information for private personal gain.

6.3 INFORMATION REPORTING & WHISTLE BLOWING

6.3.1 LIABILITY TO REPORT

If you become aware of any occurrence which may give rise to a lawsuit, if you receive a notice of claim, or are sued because of an incident related to your employment, you shall immediately notify your Supervisor, Department Head, and/or City Attorney. In most cases, under provisions of the Governmental Immunity Act (Section 63-30-36 and 37 of the Utah Code), employees shall receive defense and indemnification unless the case involves fraud, malice, or the use of alcohol or drugs by the employee. If a lawsuit results against an employee, the Governmental Immunity Act stipulates that the employee must request a defense from the City in writing within ten (10) calendar days of receipt of the lawsuit from the City.

6.3.2 WHISTLE BLOWING

As a public employee, you have a responsibility to formally inform appropriate administrative officials if you become aware of, or reasonably suspect the waste of public funds, property, manpower or a violation of law, relating to your employment. You should give written notice to, or otherwise formally inform, the appropriate administrative official as soon as possible when you become aware of the suspected waste or violation. An appropriate administrative official is your immediate Supervisor, unless you reasonably believe the Supervisor cannot or will not fairly and constructively report the problem. If that is the case, you may report the incident to the Mayor, City Manager, Assistant City Managers, Department Head, Human Resource Director, City Attorney or you may notify the State Auditor.

6.3.3 IMPROPER DISCLOSURE/ SPREADING OF RUMORS

You are responsible for refraining from spreading information which is hostile to City operations or other employees which you know, or have reason to know is malicious, false or frivolous. You also are not to disclose, or induce others to



disclose confidential information acquired due to your position. You are NOT allowed to use confidential information for your gain, benefit or purposes.

6.3.4 ASSIST INVESTIGATIONS

You have a duty to participate in an investigation, hearing, inquiry or other form of administrative review by the City arising from a report of the existence of any waste of public funds, property, manpower or violation of law as may be requested by City officials.

6.4 OUTSIDE EMPLOYMENT

Some types of outside employment may create a conflict of interest with your City job or interfere with your performance in your City position. It is absolutely necessary that you give priority to your position with Midvale City. If outside work is accepted, it must be undertaken with the advance knowledge and written approval of the appropriate Supervisor and Department Head. Failure to report for duty because of outside work may result in disciplinary action. Outside employment may not be a conflict of interest with your City position.

6.5 DISTRIBUTION OF LITERATURE AND SOLICITATION

In the interest of maintaining a proper business environment and preventing interference with work and the inconvenience of others, distribution of literature or printed materials of any kind and selling merchandise during work time is restricted.

With prior permission from the Human Resources Department, you may place literature in a break room. Additionally, you must receive permission from your Department Head to place literature in designated areas within the department. Do not place personal solicitations, information or announcements on the network computer system. Non-employees are likewise prohibited from distributing material or soliciting employees on City premises at any time.

The solicitation of financial contributions and gifts or soliciting for any other reason is restricted. Consistent with Utah State Code 10-3-1304, it is inappropriate for a City employee to use or attempt to use your official position to secure special privileges for yourself or others or to solicit, directly or indirectly, any gift of substantial value or substantial economic benefit. Please be advised that solicitation activities are prohibited while in a City uniform or during your scheduled work hours.

6.6 ELECTRONIC COMMUNICATIONS USAGE EMAIL USE

6.6.1 PROHIBITED COMMUNICATIONS.

Employees are advised of the following prohibited activities and prohibited uses of Midvale City electronic media:



- a. Prohibited Activities. Sending, receiving, displaying, printing or otherwise disseminating material that is fraudulent, harassing, illegal, sexually revealing, explicit or obscene. Employees or users encountering such material should immediately report it to their supervisor/ manager or a human resources representative.

- b. Prohibited Uses. Employees or users may not utilize Midvale City's internet, intranet and email resources for commercial and personal advertisements, solicitations, promotions, destructive programs (i.e., viruses or self-replicating software), political material, gambling or any other use that is or may be adverse to the best interests of the organization. Users should exercise the same care in drafting email as they would for any other written communication. Anything created on the computer or internet may be viewed by others. Visiting adult web sites containing sexual images is strictly prohibited.

- c. In addition, electronic media cannot be used for knowingly transmitting, retrieving, or storing any communication that is:
 - i. Discriminatory or harassing;
 - ii. Derogatory to any individual or group;
 - iii. Obscene, sexually explicit or pornographic;
 - iv. Defamatory or threatening;
 - v. In violation of any license governing the use of software;
 - vi. Engaged in for any purpose that is illegal or contrary to Midvale City policy or professional interests.

6.6.2 Personal Use. Computers, telephone, e-mail, internet and electronic media and services are provided for business purposes to assist employees in the performance of their jobs. It is understood that there will be occasional or incidental use of electronic media (e.g. sending or receiving e-mail or telephone calls) for personal, non-City purposes, and as such, should be done in a manner that does not negatively affect the systems' use for City purposes or employee productivity. Employees are expected to demonstrate a sense of personal responsibility and accountability in using City resources for personal purposes. Use of the City computers, computer resources, e-mail, or other resources for the employee's outside business endeavors is prohibited. Under no circumstances may any employee use City computers, computer resources, internet access, e-mail, or other resources to run, support or operate a personal business.

6.6.3 Access to Employee Communications.



- a. Electronic information created and/or communicated by an employee using a City computer, e-mail, word processing, utility programs, spreadsheets, voicemail, telephones, internet, and similar electronic media may be monitored by Midvale City.
- b. Midvale City gathers and stores daily user log files for most electronic activities and monitors employee communications directly (e.g., telephone numbers dialed, emails sent and received, internet sites visited, call length, and time at which calls are made) for the following purposes:
 - i. Confidentiality and data security;
 - ii. Cost analysis;
 - iii. Resource allocation;
 - iv. Monitor and prevent potential internet virus intrusions;
 - v. Optimum technical management of information resources;
 - vi. Detecting patterns of use that indicate employees are violating City policies or engaging in illegal activity.
- c. Midvale City reserves the right, at its discretion, to review any employee's City-issued electronic devices, files and messages to the extent necessary to ensure electronic media and services are not being compromised and are being used in compliance with the law, this policy and any other City policies.
- d. Employees should not assume electronic communications are private. Accordingly, if an employee has personal sensitive information to transmit electronically, he/she should use other personal means not provided by the City or on City computers, telephones, fax machines, printers, etc.
- e. In order to prevent security breaches of the City's information systems, an employee's computer should be manually locked when an employee leaves the work station regardless of the length of time that the employee will be away. Employees should not rely on auto-lock features that lock the computer after a pre-set number of minutes.

6.6.4 Software. To prevent potential computer virus intrusions from being transmitted through the City's network system, downloading of any unauthorized programs or software is strictly prohibited. Only software registered through the City and installed by authorized IT personnel may be downloaded. Employees should contact the City's Information Technology Department if they have any questions.

6.6.5 Security / Appropriate Use.



- a. Employees must respect the confidentiality of other individuals' electronic communications. Employees are prohibited from engaging in or attempting to engage in the following:
 - i. Monitoring or intercepting the files or electronic communications of other employees or third parties;
 - ii. Hacking or obtaining security access to systems or accounts they are not authorized to use;
 - iii. Using other people's log-ins or passwords;
 - iv. Using online chat/instant messenger (IM) programs for non-business related activity.
 - v. Breaching, testing, or monitoring computer or network security measures.
- b. No e-mail or other electronic communications can be sent that attempt to hide the identity of the sender or represent the sender as someone else.
- c. Electronic media and services should not be used in a manner that is likely to cause network congestion or significantly hamper the ability of other people to access and use the system.
- d. Anyone obtaining electronic access to other companies' or individuals' materials must respect all copyrights and cannot copy, retrieve, modify or forward copyrighted materials except as permitted by the copyright owner.

6.6.6 Encryptions. Encryption software may be utilized for purposes of safeguarding sensitive or confidential business information. Employees who may use encryption on files stored on a City computer must provide their supervisor with a sealed hard copy record (to be retained in a secure location) of all of the passwords and/or encryption keys necessary to access the files.

6.6.7 Online Chat Rooms / Instant Messaging.

- a. Employees should remember that any messages or information sent using City provided computers and equipment to one or more individuals via an electronic network (e.g., internet mailing lists, bulletin boards, chat rooms, and online services) are statements identifiable and attributable. The installation or use of external online instant messaging programs is prohibited without prior City approval.
- b. The City recognizes that participation in some forums may be important to the performance of an employee's job. For instance, an employee may find the answer to a technical problem by consulting members of a user group devoted to a particular technical area.



6.6.8 Violations. Violations of previous sections of this policy which outline the privilege of access to e-mail, telephones, the internet or any other City electronic media will be subject to disciplinary action, up to and including termination of employment, legal action, and/or criminal liability.

6.6.1 CITY PROVIDED ELECTRONIC MAIL

~~E-mail communication from City accounts is considered equal to printing documents or correspondence on City letterhead. Employees must ensure that e-mail messages are written in accordance with the Code of Ethics as defined in the Midvale Policies and Procedures Manual.~~

~~The use of e-mail to send pornographic, sexually harassing, obscene messages and materials, or those with sexual content is prohibited. The City's sexual harassment policy shall apply to the use of obscene e-mails and materials, and those with sexual content.~~

~~The use of e-mail to send discriminatory, disparaging, intimidating, or harassing messages and/or materials based on race, color, religion, sex, pregnancy, gender, national origin, age, or disability is prohibited. The City's anti-discrimination policies shall apply to the use of such e-mails and materials.~~

~~Electronic dissemination or printing of copyrighted materials, including articles and software, in violation of copyright laws is prohibited.~~

~~The unauthorized transmission of proprietary or confidential information to unauthorized persons or entities by e-mail, or any means, is prohibited. Abuse of City e-mail systems may result in revocation of e-mail privileges and disciplinary action up to and including termination.~~

6.6.9 ELECTRONIC MAIL ACCOUNTS FOR COUNCIL MEMBERS

The City will provide an e-mail account to City Council members. This account shall be used for City business only, enabling communications with the public, City staff, and other elected and/or appointed officials. Council members must also follow City e-mail policy. The e-mail account will be deactivated when the City Council member completes a term without re-election or resigns.

6.6.3 INSTANT MESSAGING

~~Instant messaging is an alternate means of communication and is a privilege given to employees. As in any communication, City policy must be upheld. The use of instant messaging to send pornographic, sexually harassing, obscene, intimidating, degrading, or distracting messages is prohibited. Disclosure of private, protected, or confidential information is prohibited. The employee's use~~



~~of instant messaging shall not interfere with or degrade the employee's performance.~~

~~All communication, which uses computers and/or resources owned by the City, shall be considered City property. Conversations may be logged and archived for potential legal discovery needs or other purposes.~~

~~Software programs used for instant messaging on City-owned computers must be approved and installed by the Information Technology Manager.~~

~~Abuse or excessive use of instant messaging may result in revocation of instant messaging privileges and disciplinary action up to and including termination.~~

~~State law requires you to permanently keep email you send or receive if it contains unique information about City functions, policies, procedures or programs. Usage of the email system should comply with all applicable laws and regulations. It is grounds for disciplinary action and potential civil liability to use email to transmit defamatory, fraudulent, threatening, obscene, intimidating, harassing, discriminatory, derogatory, sexually explicit or other illegal or improper messages or images, including the transmission of copyrighted material, fundraising efforts not approved by a Department Head or the solicitation for, or the operation of, a business.~~

~~Please avoid the use of the City's email system for your personal correspondence. If personal email use becomes necessary while at work please use a personal email account.~~

~~6.7 INTERNET USE~~

~~The connections supplying internet access to City buildings are provided to facilitate City business. Brief and occasional personal use of the computer system and internet is acceptable as long as it occurs during personal time (lunch or other breaks), is not excessive or inappropriate, and does not result in expense to the City. Use is defined as "excessive" if it interferes with normal job functions, responsiveness, or the ability to perform daily job activities.~~

~~The use of City-owned computer resources to intentionally view, download, or send pornography, sexually explicit materials or materials with sexual content is prohibited.~~

~~The contents of City-owned computers are the sole property of the City and are subject to monitoring at any time without notice. When using the email system or other equipment, including City computers, employees knowingly and voluntarily consent to being monitored and acknowledge the employers' right to conduct such monitoring.~~



~~Employees are not to use the City's computer systems or internet connection to send, forward, or otherwise distribute unsolicited commercial e-mail or send chain letters. This policy extends as well to unsolicited commercial e-mail transmitted through the City's internet connection under a personal e-mail identifier, if such e-mail originates on a City computer or is transmitted from a personal computer connected to the City's network (by dial in VPN), wireless connection, or otherwise.)~~

~~Abuse or excessive use of City owned internet resources may result in revocation of internet privileges and disciplinary action up to and including termination.~~

~~City personnel may not install or download any software on any City owned computer unless express advance approval is obtained from the Information Services Department. Downloading, playing or distribution of copyrighted music files is prohibited.~~

~~If you have a question about what is allowed, consult with their Department Head.~~

6.7 SOCIAL MEDIA POLICY

Midvale City recognizes the growing importance of online social media networks as a communication tool. This policy addresses employees' use of such networks including: personal websites, web logs (blogs), wikis, social networks, online forums, virtual worlds, and any other kind of social media. Midvale City respects the right of employees to use these mediums during their personal time. Use of these mediums during company time or on company equipment, however, is prohibited.

6.7.1 GUIDELINES

Midvale City takes no position on employees' decision to participate in the use of social media networks. In general, employees who participate in social media are free to publish personal information without censorship by Midvale. Employees must avoid, however, posting information that could harm the City using the guidelines set forth below.

a. All employees are responsible for maintaining the city's positive reputation and under no circumstances should employees present the city to the public in a manner that diminishes its standing within the community. Instead, employees are responsible for presenting the city in a manner that safeguards the positive reputation of themselves, as well as the city's employees, and managers.

b. If an employee chooses to identify him or herself as a Midvale City employee on any social media network, he or she must adhere to the following:



Employees are required to state in clear terms that the views expressed on any social media network are the employee's alone and that they do not necessarily reflect the views of Midvale City.

- Employees are prohibited from disclosing information on any social media network that is confidential or proprietary to the City or to a third party that has disclosed information to the city. For example, information about or identifying co-workers or incidents that occur at the City.
- Employees are prohibited from displaying the City's logo on any social media network without permission from the City Manager. Also, they should not post disparaging images of co-workers.
- Employees are prohibited from making statements about Midvale City, their co-workers, elected officials, or other agencies that could be considered as harassing, threatening, libelous, or defamatory in any way.
- Employees are prohibited from acting as a spokesperson for Midvale City or posting comments as a representative of the City.
- Employees are prohibited from sharing any communication that engages in personal or sexual harassment, unfounded accusations, or remarks that would contribute to a hostile work environment (racial, sexual, religious, etc.), as well as any behavior not in agreement with Midvale City's Standards of Conduct Policy or general policies and procedures.

c. Employees who participate in social media may still decide to include information about their work at the City as part of their personal profile, as it would relate to a typical social conversation. This may include:

- Work information included in a personal profile, to include city name, job title, and job duties.
- Status updates regarding an employee's own job promotion.
- Personal participation in Midvale City sponsored events, including volunteer activities.

d. An employee who is responsible for a social media posting that fails to comply with the guidelines set forth in this policy or that otherwise causes harm to Midvale City may be subject to discipline, up to and



including termination. Employees will be held responsible for the disclosure, whether purposeful or inadvertent, of confidential or proprietary company information, information that violates the privacy rights or other rights of a third party, or the content of anything posted on any social media. Further, employees may be liable for monetary damages for such disclosure.

- e. Finally, employees should let the Human Resources Director know if they encounter incorrect information about Midvale City that might randomly appear online. Employees themselves should not attempt to correct any such information that appears online.

6.8 PRODUCTIVITY

All employees should maximize their productivity and look for ways to reduce and/or eliminate the waste of time, money, and other resources in their jobs. Supervisors should assign work to make the best use of employees' skills and talents whenever possible. Work assignments used as discipline or punishment, such as manual labor when equipment is available or could be scheduled differently, may be considered as restricting output.

6.9 CELL PHONE USE

6.9.1 EXEMPT AND KEY EMPLOYEE CELL PHONE POLICY

Exempt and key employees are expected to be available during work hours whether in the office or at a meeting or conference and in emergency situations outside work hours. As a result, all exempt employees and those key employees identified by the City Manager shall keep their cell phone with them while at work or at home. It is also expected that the exempt employee's phone will have a data plan to allow for additional communication of information and scheduling of meetings via email.

In an effort to eliminate the need for an employee to carry two phones (personal and work) and to reduce the expense to the City, each employee that has been identified as needing to have a cell phone may choose one of the following options:

Option 1: Have the City contribute \$15.00 per paid period ~~50%~~ of the amount it would cost to provide the employee a City owned monthly phone and service toward their personal plan;

Option 2: Carry a City issued cell phone (determined by the City) that can be used for both city use and personal use for which the employee reimburses the



City \$15.00 per pay period 50% of the service cost and 100% of any overage amounts. If the phone is damaged, it will be replaced at the City's discretion;

Option 3: Carry a city issued cell phone (determined by the City) that will be for city business ONLY (personal use is prohibited) and the City will pay the costs. If the phone is damaged, it will be replaced at the City's discretion;

Option 4: Purchase a personal cell phone that will be used for both city use and personal use with the monthly service paid for on the City's cell phone plan. The employee will reimburse the City \$15.00 per pay period for personal use of the phone. If the phone is damaged, all replacement costs will be paid by the employee.

Contributions from the City will be included in the employee's pay check. Reimbursements to the City will be by payroll deduction with each pay check. The reimbursed amount will be determined based on a bundled plan for minutes and text as determined by the Department Head; or a bundled plan for minutes, text and data as determined by the Department Head.

6.9.2 USE OF ~~PERSONAL~~ CELL PHONES OR SIMILAR DEVICES ~~The use of personal cell phones shall not interfere with an employee's duties. The use of a personal cell phone shall not impair or impede the employee while operating a City vehicle.~~

6.9.2.1 GENERAL USE AT WORK

a. While at work, employees are expected to exercise the same discretion in using personal cell phones as when using company phones. Excessive personal calls during the workday, regardless of the phone used, can interfere with employee productivity and be distracting to others.

b. As a general rule, employees should restrict the use of cell phones for personal reasons to scheduled breaks or lunch periods in non-working areas.

c. To ensure the effectiveness of meetings, employees are also asked to turn cell phones to vibrate mode during the meeting or leave the cell phone at their desk.

6.9.2.2 USE WHILE DRIVING



- a. The City prohibits employees from using cell phones or similar devices while driving any City owned vehicle or while conducting business for the city and driving any vehicle.
- b. This prohibition includes receiving or placing calls (unless the device has hands-free capability), text messaging, surfing the Internet, receiving or responding to email, and checking for phone messages.
- c. If the employee must respond to a text message, email or other type of communication in a non-hands-free mode, he/she must stop the vehicle in a safe location and remain in that location until the communication is completed.

6.9.3 PERSONAL USE OF CITY-OWNED CELL PHONES

- a. The City may issue business cell phones to employees for work-related communications. The City understands that these cell phones are used periodically for personal use. The City asks its employees to use discretion in the use of City-owned phones for personal reasons.
- b. The City reserves the right to review City-owned cell phone usage and may, at its sole discretion, monitor the activity of all of its equipment including City-owned cell phones. Employees should have no expected right to privacy as it relates to any City-owned equipment.
- c. Employees in possession of City equipment (including cell phones) are expected to protect the equipment from loss, damage, or theft. Upon termination of employment, or upon request at any time, the employee may be asked to produce the equipment for return or inspection. If the employee fails to return the equipment in a timely manner or if the equipment is damaged beyond normal "wear and tear", the City reserves the right to withhold the fair market value of the equipment from the employee's paycheck.

Option 1. — Have the City contribute 50% the amount it would cost to provide the employee a City owned monthly phone and service toward their personal plan;

Option 2. — Carry a city issued cell phone that can be used for both city use and personal use for which the employee reimburses the City 50% of the service cost and 100% of any overage amounts;



~~**Option 3.**— Carry a City issued cell phone that will be for City business ONLY (personal use is prohibited) and the City will pay the costs.~~

~~Contributions from the City will be included in the employees pay check. Reimbursements to the City will be by payroll deduction with each pay check. The reimbursed amount will be determined based on a bundled plan for minutes and text as determined by the Department Head; or a bundles plan for minutes, text, and data as determined by the Department Head.~~

6.9.4 USE OF PERSONAL CELL PHONES: The use of personal cell phones shall not interfere with an employee’s duties. The use of a personal cell phone shall not impair or impede the employee while operating a City vehicle.

6.10 DRESS AND HYGIENE STANDARDS

6.10.1 PURPOSE

City employees present the first impression of Midvale City to members of the public, and therefore, must present a professional image at all times. Professional attire complements an environment that reflects an efficient, orderly, professionally-operated organization. The purpose of this policy is to provide guidelines for employees and management as to what does and does not constitute appropriate professional attire. This policy is not an all-inclusive list of what is and is not acceptable and employees must exert judgment in their choice of clothing that is worn to work. This policy is intended for all City personnel working in both office and “in the field” settings.

6.10.2 ACCEPTABLE BUSINESS CASUAL ATTIRE

A business casual dress code is appropriate for City employees working in office type settings Monday through Thursday. Examples of Acceptable Business Casual Attire include:

- a. Clothing that projects a professional image. All clothing shall be clean and without rips, holes, etc.
- b. Slacks, dress pants or pants similar in style to Dockers or other makers of cotton, synthetic or wool pants.
- c. Casual dresses, skirts and skorts that are no shorter than three (3) inches above the top of the knee. Skirts that are split at or below the knee. Leggings are allowed under a skirt or dress only.
- d. Casual shirts, dress shirts, sleeveless sweaters and shirts, golf-type shirts and turtlenecks.



- e. Business suits and sport jackets.
- f. Men's dress shoes, clogs, boots, flats and dress heels. Open toe shoes (including sandals) will be acceptable for women only.
- g. T-shirts are not acceptable on non-casual days.
- h. An employee may wear non-blue denim jeans, if approved by the Department Head.

6.10.3 ACCEPTABLE CASUAL ATTIRE

A casual dress code is appropriate for City employees on Fridays. Employees are expected to present a neat appearance and shall not wear items classified as "Unacceptable Attire", as described below.

- a. Blue Jeans must be in good condition (i.e. not ripped or tattered).
- b. T-shirts and sweatshirts must be in good condition.
- c. Athletic shoes in good clean condition.
- d. Any of the above "Acceptable Business Casual Attire" is also appropriate on casual Fridays.

6.10.4 UNACCEPTABLE ATTIRE

The following is not acceptable attire at any time:

- a. Shorts for men and women.
- b. Clothing that is tight, clothing that is revealing such that either midriff or cleavage is exposed.
- c. Clothing that contains offensive words, cartoons or images, etc.
- d. Clothing that contains political statements, slogans or campaign related information.
- e. Employees shall not wear any type of clothing, footwear, headgear, etc. that contains the name of a company or corporation that the City contracts with or uses as a vendor unless approved by the department director.



- f. Bib overalls, sweatpants, exercise pants, warm-up suits and any spandex-like material pants that can be used for exercise.
- g. Tight skirts, and mini-skirts, strapless dresses and spaghetti-strap dresses.
- h. Midriff tops, halter tops and tube tops.
- i. Shower footwear, beach flip-flops, or slippers.
- j. Hats that have not been issued by the City.
- k. Using a reasonable person standard, other attire which may not be considered appropriate for the workplace.

6.10.5 FIELD PERSONNEL: BUILDING INSPECTION AND PUBLIC WORKS DEPARTMENT PERSONNEL

Employees performing inspections on buildings or infrastructure and Public Works Department maintenance and operations personnel are allowed to wear jeans or similar attire which is appropriate to the type of work being performed. Field personnel who are provided city-issued clothing are required to maintain and wear that clothing while on duty unless otherwise approved by their department director. Building Department and Public Works management and office personnel will wear business casual or casual dress depending upon their particular job assignment. No shorts or athletic shoes are allowed while at work. Hats without a Midvale City logo are prohibited.

6.10.6 COMPLIANCE REQUIREMENTS

6.10.6.1 EMPLOYEES

City employees are responsible for complying with the above expectations and guidelines. Please contact your supervisor or Human Resources if you have a question as to whether or not a certain item is considered acceptable attire.

6.10.6.2 MANAGEMENT AND DEPARTMENT HEADS

Management and Department Heads are responsible for monitoring compliance to this policy within their respective departments. Department Heads have the discretion to further define compliance according to standards.

6.10.6.3 EMPLOYEE REQUEST FOR REVIEW



An employee who believes they have been treated unfairly or inappropriately under this policy may ask that the matter be reviewed by Human Resources. Human Resources will work with the employee and the Department Head to review the matter in a timely manner. The City Manager will make the final decision as needed.

6.10.6.4 EXCEPTIONS

Exceptions to this policy may be made on a case-by-case basis for religious reasons, medical conditions and other applicable circumstances. Requests of this nature must be submitted in writing for review by the Department Head and the Human Resources Department.

6.10.6.5 DISTRIBUTION

All employees will be provided with a copy of this policy.

6.10.6.6 REVIEW AND REVISION

The City reserves the right to rescind and/or amend this, and all City policies, at any time.

6.11 OUTSIDE ACTIVITIES

City employees shall not use City-owned property for work time in support of outside interests and activities.

6.12 TOBACCO USE

Midvale City is subject to and enforces the Utah Indoor Clean Air Act and is committed to providing a safe and healthful work environment. In order to maintain a safe and comfortable working environment, tobacco usage in City offices and facilities is prohibited. Usage is restricted in City vehicles.

Because the City may be subject to criminal and civil penalties for violations of applicable smoking laws, the City must insist on strict adherence to this policy. Employees smoking in any non-smoking area may be subject to disciplinary action.

All employees are prohibited from smoking throughout the workplace, including all City buildings, vehicles, and equipment. Smoking is prohibited within 50 feet of any entranceway, exit, open window, or air intake of City buildings.

The City encourages and supports employees who want to quit smoking. Smoking cessation programs are available through our health plan providers and through the EAP program. Contact Human Resources for more details.

6.13 EMPLOYEE GUN USE



Some employees may wish to carry a gun for personal protection. If you do so, you must have the concealed carry permit as required by law (Court area excluded). You must understand the following: with regard to using a gun, police officers and authorized fire investigators are the only individuals authorized to use deadly force while acting for and in behalf of Midvale City. Under no circumstances will any other employee use deadly force as a function of their job with the City. If an employee who is not a police officer or fire investigator uses deadly force, he/she will not have the immunities or be entitled to the same indemnity afforded police officers and authorized fire investigators.

6.14 POSSESSION OF PORNOGRAPHIC MATERIALS

The City prohibits employees from possessing, distributing, or viewing any kind of pornographic materials in the workplace or including city equipment, vehicles, or on city property. Pornographic materials are strictly prohibited. Employees found to have pornographic materials in their possession, within city equipment, vehicles, or on city property are subject to disciplinary action up to and including termination.

6.15 DRUG FREE WORK PLACE

The City uses alcohol and drug testing of applicants selected for safety sensitive positions and for employees as specified in this section as a tool to administer its substance abuse policy. The policy is designed to eliminate employees' use of alcohol and drugs that jeopardize safety of the employee, co-workers, and the public, and that impede the efficiency of City operations and damage the reputation of the City and its employees. In some cases, testing is required by federal law.

6.15.1 EMPLOYEE RESPONSIBILITY

Any employee convicted of a crime under a federal or state statute, which regulates controlled substances and/or the use, manufacture, possession or distribution of alcohol, shall notify their supervisor and the City Manager within five (5) calendar days after the date of conviction.

No employee shall represent Midvale City in an official capacity while under the influence or impaired from the influence of alcohol, illegal drugs, or legal drugs.

No employee using medication that may impair performance shall operate a motor vehicle or engage in safety sensitive functions while on duty for the City.

If an employee is using prescription or non-prescription medication, which may impair performance of duties, the employee shall report the use to their supervisor.

6.15.2 DISCIPLINARY ACTION



Because of the serious nature of illegal use or abuse of alcohol and/or controlled substances (prescribed or non-prescribed), appropriate employee disciplinary action will be taken, up to and including termination.

6.15.3 GENERAL DRUG TESTING POLICY

6.15.3.1 USDOT SAFETY-SENSITIVE POSITIONS

Those positions identified by segments of the United States Department of Transportation as safety-sensitive and subject to USDOT rules relating to drug and/or alcohol testing.

CRITERIA

- Under Federal Transportation Authority rules, those that require an employee to operate a revenue-generating vehicle and those persons who maintain, dispatch, or schedule use of such vehicles.
- Under Federal Motor Carrier Authority rules, those employees required to possess a commercial driver's license to:
 - Operate a vehicle that is rated to transport more than 15 passengers including a driver;
 - Drive a vehicle with a gross weight rating of 26,001 or more pounds; or
 - Drive a motor vehicle of any size carrying hazardous materials that requires placarding.

6.15.3.2 CITY SAFETY-SENSITIVE POSITIONS

Those positions identified by the Midvale City as safety-sensitive. These positions are subject to the City's drug and/or alcohol testing rules. City Safety-Sensitive positions include those that are classified as USDOT Safety-Sensitive, as well as those positions that meet the following criteria:

CRITERIA

Where the employee's performance of assigned duties could create a safety hazard that could cause injury or harm to the employee, other employees or citizens, or cause damage to property.

City Safety-Sensitive positions include, but are not limited to:



- Those that require the operation of a vehicle and/or motorized equipment, such as cars, trucks of any size, vehicle wheelchair lifts, tractors, mowers, weeders, trimmers, trash compactors, saws, and drills in order to perform their jobs;
- Those whose duties involve the construction of facilities;
- Those that are involved in the maintenance of facilities, streets, or vehicles; and
- Those that use and/or handle hazardous materials/chemicals.

Postings and advertisements of all safety-sensitive positions will indicate that selection for the positions is subject to drug and alcohol testing. All job descriptions for safety-sensitive positions will be so identified.

Job offers to applicants selected for safety-sensitive positions will be made contingent upon the results of the required drug and alcohol tests.

Supervisors are responsible for identifying those positions that meet the criteria of USDOT safety-sensitive positions. Supervisors are also responsible for identifying those positions that meet the criteria of City safety-sensitive positions.

Employees in safety sensitive positions returning after an extensive leave (30 days or more) must submit to a drug test.

Supervisors and employees will receive relevant training provided by the Human Resource Department in drug and alcohol awareness, the testing procedures specified in this Section, and the consequences of violation of the City's substance abuse policy.

6.15.4 PERSONS SUBJECT TO TESTING

6.15.4.1 MANDATORY TESTING OF EMPLOYEES

REASONABLE SUSPICION

Employees must be drug and/or alcohol tested if the supervisor as a reasonable suspicion based on specific, observable facts, that the employee is in violation of the City's substance abuse policy relating to drug or alcohol use or possession. Any drug and/or alcohol test ordered under reasonable suspicion must be approved by the City Manager or



designee and the Department Head or designee. Reasonable suspicion may be based on, but is not limited to:

- Observable behavior such as direct observation of drug or alcohol use, or possession or physical symptoms of being under the influence of a drug or alcohol;
- A pattern of abnormal or erratic behavior;
- Arrest or conviction for a drug or alcohol related offense on or off the job, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking;
- Information provided by reliable and credible sources that is independently corroborated;
- Newly discovered evidence that an employee has tampered with a previous drug and alcohol test; or
- Possession of drug paraphernalia.

OTHER CIRCUMSTANCES. Employees must be drug and/or alcohol tested if they:

- Failed a previous drug and/or alcohol test and have successfully completed counseling or rehabilitation treatment, before returning to work;
- Are in safety-sensitive positions and are required to take a physical; or
- Are in the employee assistance program for drug and/or alcohol problems or otherwise self-report drug and/or alcohol problems.
- Are involved in an accident involving a City vehicle or City equipment with or without injury.

6.15.4.2 MANDATORY TESTING – USDOT RULES

Those who are subject to U.S. Department of Transportation (USDOT) rules regarding safety-sensitive positions are subject to the following types of tests:

- Pre-employment (drugs only);



- Post-accident when there is a fatality, an injury treated away from the scene of the accident, the vehicle has been towed, or the driver receives a citation under state or local law for a moving violation arising from the accident;
- Random;
- Reasonable suspicion;
- Return to duty following a positive test; and
- Follow-up testing as prescribed by a Substance Abuse Professional.
 - All job applicants shall be informed of the policy at the pre-employment interviews. A copy of this policy shall be available for review by all job applicants.
 - All prospective employees shall be required, prior to being hired by the City, to sign the acknowledgment form agreeing to abide by the terms of this policy.
 - The City will exclude from employment any job applicant or prospective employee who refuses to abide by the terms of this policy.
 - Any prospective employee whose pre-employment drug and alcohol test results is confirmed positive and who does not have a medically sufficient explanation may reapply for employment with the City after six months from the date of such test.

6.15.4.3 DISCRETIONARY TESTING OF EMPLOYEES

The City may require drug and/or alcohol tests of employees:

- Whose use of City or approved equipment results in injury to the employee or another person or damage to any City equipment or property;
- Whose duties regularly involve exposure to drugs; (Testing will be conducted on a periodic, unannounced basis.)
- Who are allegedly involved in excessive use of force;



- Whose discharge of a firearm results in bodily injury, property damage, or violation of department general orders; and
- In safety-sensitive positions returning to work after an extended period of absence of 30 calendar days or more.

6.15.4.4 OTHER TESTS. Supervisors and managers are prohibited from demanding or encouraging drug or alcohol testing except as authorized in this chapter.

6.15.5 DRUG TESTING PROCEDURES

The City shall follow the guidelines listed below for employee and prospective employee drug testing.

Any drug or alcohol testing shall occur during or immediately after the regular work period of current employees, and shall be deemed work time for purposes of compensation and benefits for current employees.

Individuals will be sent to an outside clinic or testing facility licensed to perform such tests.

- If any employee is sent to an outside clinic for a “reasonable suspicion” test, the employee must be driven to the facility by the supervisor or his or her designee.
- The employee must then be put on paid administrative leave until the results of the test are available.
- The supervisor must make arrangements or help the employee make arrangements to get home without driving him or herself.

The City shall pay all costs of testing and transportation associated with a test required by the City.

Drug and alcohol testing will be conducted in compliance with federal, state and local laws, including but not limited to Utah Code Ann. § 34-41-101 *et. seq.*

The information received from drug testing shall be the property of the City. Test results information may be released to the person who has been tested upon receipt of a written request.

6.15.6 EMPLOYEE'S REQUIRED TO HOLD A COMMERCIAL DRIVER'S LICENSE (CDL)



Those employees required by their employment at Midvale City to hold a CDL shall be tested as required by federal and or state law and reimbursed for first time costs for obtaining and renewal of the license.

6.15.7 SUBSTANCE ABUSE COUNSELING & REHABILITATION

Midvale City encourages employees who have a determined need, to enroll in a counseling or rehabilitation program. An employee will be required to sign a document to abide by the following conditions in order to remain fully employed:

- Any employee for whom treatment is recommended will be responsible for costs not covered by insurance. The employee will be required to use accrued compensatory time until all leave is expended. The City will pay the employee's benefit package during the allotted treatment time, but not wage supplements. Each incident will be reviewed on a case-by-case basis.
- If a required treatment or rehabilitation program involves confinement, the employee's position may be held for the determined length of the treatment and the employee restored to his or her former position upon successful completion of the substance abuse rehabilitation. Each incident will be reviewed on a case-by-case basis.

6.16 WORKPLACE SEARCHES

In order to safeguard the property of our employees, our customers, and the City, and to help prevent the possession, use, and sale of illegal drugs on City premises, or possession of pornographic materials in the workplace, the City reserves the right to question employees based on reasonable suspicion and all other persons entering and leaving our premises, and to inspect any packages, parcels, purses, handbags, briefcases, lunch boxes or any other possessions or articles carried to and from the City's property. All offices, desks, computers, electronic files, hard files, lockers, etc., are the property of the City and are issued for the use of employees only during their employment. Inspections may be conducted at any time at the discretion of the City. No expectations of privacy exists regarding City-owned property.

6.17 POLITICAL ACTIVITY

Employees are strongly discouraged from participating in or using their influence to affect Midvale municipal elections (other than their personal, private vote at the polls) during working hours and at/on municipal facilities. Wisdom dictates that employees should maintain a neutral stance in Midvale municipal elections.

Employees can hold elected offices, be voting district officers, and be county, state, or national delegates in the parties of their choice.



Whether on or off duty, no City employee or appointed official shall use his/her position, title, uniform, City vehicle, City identification, or City equipment and supplies to solicit, either orally or by written communication, any assessments, contributions, or services for any political party or municipal candidate. No City employee or appointed official shall use his/her uniform, City vehicle, City identification, or City equipment or supplies to solicit contributions or in any way influence fellow employees to support or oppose any political party, candidate, or federal, state, county, or municipal elections.

State Law References: Utah Code Annotated §67-19-19 (Hatch Act) and §10-3-1108

6.18 PROCUREMENT POLICY

6.18.1 GENERAL POLICY

Midvale City shall comply with all applicable federal laws and regulations, state laws, and City ordinances and resolutions regarding the procurement of goods, services, and contracts. A complete copy of the City purchasing policy may be obtained from the City website at www.midvalecity.org Title 2, Chapter 2.28 – Procurement. For further information, contact the Administrative Services Department.

6.18.2 CREDIT CARDS

City credit cards shall be used for official City business only and all use shall comply with the City's purchasing policy.

6.19 SCRAP METAL POLICY

6.19.1 GENERAL POLICY

Scrap metal is an asset to Midvale City, and its disposal is subject to the same business practices that govern the disposal of all other City surplus assets. Scrap metal will be collected and recycled to the maximum practical extend. Whenever possible, revenue will be generated from the disposal of scrap metal and credited to the appropriate fund. Scrap metal is defined as any metal no longer necessary to City operations, including but not limited to: iron, steel, aluminum, brass, and copper.

6.19.2 SALE/DISPOSAL PROCESS

All City employees are responsible to deposit scrap metal in a secure location at Public Works (to be determined by the department director). Periodically, the Public Works Director shall determine whether or not the scrap metal has commercial value. If not, the scrap metal should be disposed of properly. The



Department may utilize contractors and/or auction for the removal of scrap metal. Selection of process will be based upon what is deemed to be in the best interest of the City. When possible, quotes should be obtained, with the award being made to the vendor who provides the highest bid for the scrap. In some cases this may also require removal from the City's site. Quotes are to be obtained from vendors who by definition are in the general business of purchasing scrap metal. Only checks from the vendor shall be accepted for the payment of scrap metal. On no occasion shall cash be accepted for the sale of surplus metal. In accordance with the State's Money Management Act, checks must be deposited with the City Treasurer within three days of receipt.



PART VII - RULES & CORRECTIVE DISCIPLINARY ACTION

7.1 EMPLOYEE DISCIPLINE

As a matter of policy, Midvale City believes in and practices individual responsibility and accountability. The City believes in allowing employees to govern their own conduct within acceptable standards of behavior. The City relies on individual good judgment and a sense of responsibility. Midvale City expects from its employees integrity, mutual respect, and courtesy, effective, and efficient performance, considerate customer and citizen relations, responsiveness, and loyalty. Employees are expected to conduct themselves in an appropriate manner. However, to maintain the City's desired level of performance, and to protect the citizens, other employees, City property, and City interests, the City has established certain standards of conduct. All employees are expected to adhere to the City performance standards.

These standards were established for the guidance of all employees. They are intended to provide examples of types of conduct that are not permissible. They should not be considered an all-inclusive list. Department policies must be followed in conjunction with these policies.

7.1.1 STANDARDS OF CONDUCT – CRITICAL OFFENSES

Critical offenses are violations of *Midvale City's Standards of Conduct* that are extremely serious and may justify termination without regard to the employee's length of service or prior record of conduct. The list should not be considered all-inclusive. They include but are not limited to:

- Disclosing confidential City, employee, and/or citizen information to anyone without prior authorization.
- The unauthorized removal, falsification, intentional release of, or alteration of City records and/or documents such as, but not limited to, the employment application, drug or alcohol testing, or any other official and confidential document.
- Being convicted of a felony.
- Theft of any kind.



- The gross negligent destruction, abuse, damage of Midvale City property or the property of its employees.
- Conduct detrimental to the City.
- The distribution, possession, consumption, purchase, sale, or manufacture of intoxicants or illegal substances and/or reporting to work under the influence of such intoxicants.
- Being under the influence of prescription drugs that can interfere with their ability to safely perform their job, operate machinery, or City vehicles in a safe manner.
- Disorderly conduct while performing essential functions of my job, including, but not limited to, threatening, intimidating, fighting, coercing, sexually harassing, or physically assaulting City personnel, visitors, or citizens.
- Unauthorized possession of weapons or firearms on City property.
- Insubordination, disrespectful behavior towards a manager or supervisor or the refusal to obey a legitimate directive from the supervisor or designated supervisor (not to be confused with the employee's inability to perform the job).
- Failure to report for duty or unauthorized absence.
- Violation of Sexual Harassment, Alcohol and Drug Abuse, Possession of Pornographic materials in the workplace, Tobacco Free Workplace, or Crime Free Policies.
- Dishonesty, deceit, or fraud.
- Failure to adhere to the City's Conflict of Interest ordinance Title 2, Chapter 4 of the Midvale Municipal Code.

7.1.2 STANDARDS OF CONDUCT – SERIOUS OFFENSES

Serious offenses are violations of *Midvale City's Standards of Conduct* that justify disciplinary action up to and including termination. The list should not be considered all-inclusive. They include but are not limited to:

- Excessive absenteeism and/or tardiness. Failure to use proper call-in procedure for reporting absences.



- Any violation of City departmental policies or procedures.
- Disregard for safety rules.
- Failure to follow specified job instructions.
- Failure to work harmoniously with other employees.
- Unauthorized solicitation on City premises.
- Creating or contributing to unsanitary conditions.
- Unauthorized operation of tools, machinery, or equipment.
- Gambling on City premises.
- Failure to report an injury or accident.
- Unauthorized sleeping on the job during work hours or leaving the site early without permission.
- Failure to maintain production and performance standards.
- Repeated violation of rules and procedures.
- Any conduct which reflects negatively on the character of the employee or the City.
- Non-exempt employees working unauthorized overtime.

7.1.3 CORRECTIVE DISCIPLINARY ACTION

The following is an explanation of the disciplinary action process, although Midvale City has the option of deviating from these steps when circumstances dictate.

All disciplinary actions, except terminations, are intended to be corrective and to result in compliance with policies, procedures, standards of conduct, and expected job performance standards. For discipline to be effective, the discipline must be presented to the employee soon after the improper action occurred. An employee should be advised in writing of discipline to be taken against him/her.

Discussions regarding the discipline should be on a need-to-know basis. Interviews should be conducted in a quiet area separate from coworkers.



Documentation of written discipline should be provided to the employee and the Human Resource Department.

7.1.4 DISCIPLINARY ACTION

Except in cases of critical or serious offenses, which result in termination, Midvale City generally uses a progressive disciplinary action procedure to resolve employee performance problems. A fact finding meeting will be held with the employee and Department Head or designee to discuss allegations prior to disciplinary action being taken. The process requires that the Department Head and/or designee be involved in all aspects of the disciplinary process. Disciplinary action must be documented in writing. The steps may include:

7.1.4.1 VERBAL WARNING

This is an informal warning, presented in a private meeting with the supervisor, and documented in writing but not placed in the employee's permanent file in the Human Resource Department. A copy of the disciplinary document is given to the employee. The document will also list the consequences if further performance problems continue. The verbal warning and pertinent documentation are kept in the supervisor's or department's file, and is not placed in the employee's Human Resources file unless further disciplinary action related to the verbal warning is taken. All verbal warnings that involve any type of potential or alleged discrimination (e.g., race, religion, gender, sexual harassment, or inappropriate sexual conduct, etc.) are to be forwarded to the Human Resource Department for review prior to verbal warning being presented to the employee. Disciplinary action involving these types of discriminatory infractions will be evaluated to ensure appropriate disciplinary action is taken, and a copy of which will be maintained in the Human Resource Department.

7.1.4.2 WRITTEN WARNING

Should further discipline be required after the Verbal Warning, the Department Head may issue a formal Written Warning, specifying the problem and the improvement required, a copy of which is placed, along with supporting documentation and the verbal warning in the employee's personnel file in the Human Resource Department. The disciplinary action is presented by the Department Head with the department manager and/or supervisor present at the meeting. The employee will be asked to read and sign the warning. At the Department Head's discretion, the written warning will be active for one year from the date of presentation to the employee. In effect, repeated performance problems that warrant formal disciplinary action, related or unrelated to this disciplinary action during the one-year period will escalate the discipline



to the next level of disciplinary action. This provision is intended to prevent employees from having multiple disciplinary infractions. The employee receives a copy of the warning. Another copy is placed in the employee's file in the Human Resources Department. The Written Warning will stipulate that if the problem is not corrected, the consequences will result in severe disciplinary action or termination. Refer to 7.2.6 "Removal of Disciplinary Record" for retention of disciplinary records in employee files.

7.1.4.3 PRE-DETERMINATION HEARING

Prior to the termination, suspension without pay, formal, written disciplinary action, or disciplinary demotion of a part-time or regular full-time employee who is not on probationary status, an employee is entitled to a hearing where information regarding allegations of misconduct is presented to the employee. As outlined in Utah Code Ann. §10-3-1105, probationary, seasonal, and temporary employees are not entitled to due process in the form of a pre-determination hearing. The hearing is for the purpose of allowing the employee to present any information or evidence that he/she believes is relevant to the allegations of misconduct.

If it is determined that a pre-determination hearing is appropriate, the Department Head shall conduct the hearing with the department supervisor present to offer input. Written notice of the disciplinary hearing shall be given to the employee at least two (2) business days before the hearing is held. The notice shall describe the facts relating to the employee's misconduct, and refer to the appropriate sections of the Midvale Policies and Procedures Manual and applicable laws, policies and procedures, which the employee has violated. The employee should also be told he/she may bring evidence or witnesses that the employee believes relevant to the hearing. The Department Head, in conjunction with the Human Resource Director, will be responsible for maintaining a written record of the hearing. Following the pre-determination hearing, a final decision shall be presented to the employee by the Department Head, supervisor, and the Human Resource Director within fourteen (14) calendar days from the date of the hearing. The Department Head may request an extension of up to a maximum of thirty (30) calendar days from the date of the hearing.

7.1.4.4 SEVERE DISCIPLINARY ACTION

If the employee does not show improvement in his/her performance, he/she may be suspended without pay, demoted, or terminated. Prior to initiating severe disciplinary action, it is the responsibility of the Department Head to conduct the pre-determination meeting with the employee, with the department supervisor present. The employee is



asked to read and sign the action. A copy of the disciplinary action will be given to the employee, and the original with applicable documentation is placed in the employee's file in the Human Resource Department. At the Department Head's discretion, the disciplinary action will be active for one year from the date it is presented to the employee. The disciplinary action will stipulate that if the performance problem is not corrected, the consequences will result in termination of employment. Suspension, without pay, of one or more full days (for exempt employees only) and partial days or more for non-exempt employees, may be applied only with prior approval of the Department Head and the City Manager. As specified in Utah Code Ann. §10-3-1106, any employee with a property interest in their job, (excludes employees in appointed positions) are entitled to take advantage of the appeal process if there is a suspension of more than two days without pay. Refer to 7.2.6 "Removal of Disciplinary Record" for retention of disciplinary records in employee files.

7.1.5 TERMINATION

If the final pre-determination hearing decision is to terminate the employee's employment, the Department Head shall confer with the City Attorney's office and the City Manager prior to formulating the termination document and presenting it to the employee. The disciplinary action document should set forth the reasons for termination. The Human Resource Director must be informed of any pending employee termination. The Department Head must contact the Human Resource Director prior to terminating an employee to coordinate the preparation of final wage and benefit payments and prepare an exit letter explaining termination and COBRA information. The termination document will include the reasons for termination. It will also inform the employee of the termination appeals process. The Department Head conducts the termination meeting with the department supervisor, Human Resource Director, and/or City Attorney. If the employee does not appear at the termination meeting, the termination letter will be mailed to that person at the current address with the City. The Department Head will be responsible for maintaining a written record of the meeting. The employee will be asked to sign the termination document and given a copy for their personal records.

7.1.6 APPEALS OF TERMINATION, SUSPENSION WITHOUT PAY OR MORE THAN TWO DAYS, AND INVOLUNTARY TRANSFER TO A POSITION WITH A DECREASE IN REMUNERATION

As specified in Utah Code Ann. §10-3-1106, employees who have been terminated, suspended for more than two (2) days without pay, or involuntarily transferred to another position with a decrease in remuneration, are required to first exhaust the City's internal grievance procedure before they can appeal to



the Appeals Board. Refer to Grievance Procedure in this Manual for further information regarding the grievance process.

Once the City's grievance procedure is exhausted, employees who have been terminated, suspended without pay for more than two (2) days, or involuntarily transferred to a position with a decrease in remuneration are eligible to appeal the decision to the Employee Appeals Board. The appeal must be made within 10 working days of the final disposition of the City's internal grievance procedure. The manner of the appeal to the Employee Appeals Board shall be set forth in Utah Code Annotated §10-3-1106, which reads as, set forth in paragraphs 1-6 below. Time shall be computed in accordance with state law.

An employee to which Section 10-3-1105 applies may not be discharged, suspended without pay, or involuntarily transferred to a position with less remuneration:

- because of the employee's politics or religious beliefs; or
- incident to, or through changes, either in the elective officers, or governing body, or directors of departments.

If an employee is discharged, suspended for more than two days without pay, or involuntarily transferred from one position to another with less remuneration for any reason, the employee may, subject to Utah Code Annotated §10-3-1106 (2)(b), appeal the discharge, suspension without pay, or involuntary transfer to a Hearing Officer to be known as the appeal board, established under Utah Code Annotated §10-3-1106.

If the municipality provides an internal grievance procedure, the employee shall exhaust the employee's rights under that grievance procedure before appealing to the board.

Each appeal under Utah Code Annotated §10-3-1106 (2) shall be taken by filing written notice of the appeal with the City Recorder within ten (10) working days after:

- if the municipality provides an internal grievance procedure, the employee receives notice of the final disposition of the municipality's internal grievance procedure; or
- if the municipality does not provide an internal grievance procedure, the discharge, suspension, or involuntary transfer.



Upon the filing of an appeal under Utah Code Annotated §10-3-1106 (3), the City Recorder shall forthwith refer a copy of the appeal to the Hearing Officer. Upon receipt of the referral from the City Recorder, the Hearing Officer shall forthwith commence its investigation, take and receive evidence, and fully hear and determine the matter, which relates to the cause for the discharge, suspension, or transfer.

An employee who is subject of the discharge, suspension, or transfer may:

- appear in person and be represented by counsel;
- have a public hearing;
- confront the witness whose testimony is to be considered; and
- examine the evidence to be considered by the Hearing Officer.

The Hearing Officer shall have the power to subpoena witnesses and compel the production of books, papers, and any other evidence, as may be relevant to any investigation and a fair hearing or decision. Each decision of the Hearing Officer shall be certified to the Recorder within 15 days from the date the matter is referred to it. For good cause, the Hearing Officer may extend the 15-day period to a maximum of 60 days, if the employee and municipality both consent.

If the Hearing Officer finds in favor of the employee, the Hearing Officer shall determine whether the employee shall receive:

- the employee's salary for the period of time during which the employee was discharged or suspended without pay; or
- any deficiency in salary for the period during which the employee was transferred to a position of less remuneration.

A final action or order of the Hearing Officer may be appealed to the Court of Appeals by filing with that court a notice of appeal. Each notice of appeal shall be filed within 30 days after the issuance of the final action or order of the appeal board.

The Court of Appeals' review shall be on the record of the Appeal Board and for the purpose of determining if the Appeal Board abused its discretion or exceeded its authority.

7.2 EMPLOYEE GRIEVANCE PROCEDURES

7.2.1 GENERAL POLICY DEFINED



An employee may file a grievance if he/she disagrees with the disciplinary action or other management decision taken against him/her due to violation of Midvale City's policies and procedures or other employment action deemed unfair by the employee. The grievance process does not create a contract between the City and its employees.

Consideration should be given to members of the department who are being grieved. All information must be based on fact. Members will be held accountable for false information they provide in a grievance.

7.2.2 INFORMAL GRIEVANCE PROCEDURE

The grievant and the immediate supervisor shall make every effort to resolve the grievance at the lowest level of supervision. Thus, the grievant shall attempt to discuss the grievance within ten (10) calendar days with the immediate supervisor who then has ten (10) calendar days to present a decision before resorting to the Formal Grievance Procedure.

7.2.3 FORMAL GRIEVANCE PROCEDURE

7.2.3.1 FIRST LEVEL OF REVIEW

The grievant shall present the formal grievance in writing to his/her immediate supervisor within ten (10) calendar days from the result of the informal grievance procedure. The written grievance shall contain the following information:

- the name and job title of the grievant
- his/her department
- a clear and concise statement of the nature of the grievance, including the circumstances and dates involved
- the specific provision(s) of the employment action taken against the employee and the reason it is deemed inappropriate, referring to any laws, policies, or procedures alleged to have been violated
- the requested remedy
- the date
- the signature of the grievant

The supervisor shall render a decision and comments in writing and return it to the grievant within ten (10) calendar days after receiving the



written grievance. If the grievant does not agree with the supervisor's decision or if no answer has been received within the specified time period, the grievant shall present the grievance in writing to the Department Head or designee within ten (10) calendar days from the date the employee was presented the action.

7.2.3.2 SECOND LEVEL OF REVIEW, DEPARTMENT HEAD

The Department Head or designee shall upon request, discuss the grievance with the grievant and with other appropriate individuals. The Department Head or designee shall render their decision and comments in writing and return to the grievant within ten (10) calendar days after receiving the formal written grievance. If the grievant does not agree with the decision reached or if no answer has been received within the specified time period, the grievant may appeal the grievance to the next level of the grievance procedure. In order to do so, the grievant must submit the grievance to the City Recorder, along with a written request that the grievance be considered at the third level, within ten (10) calendar days of the date of the Department Director's decision is rendered, or should have been rendered, pursuant to the specified time period.

7.2.3.3 THIRD LEVEL OF REVIEW, CITY MANAGER

If the grievance is not adjusted to the satisfaction of the employee under the procedures set forth in the foregoing sections, the employee shall submit a written request within ten (10) calendar days following the last step of the second level along with a copy of the record of the grievance developed to that point to the City Manager or designee. The City Manager will reach a decision based on the information received. The City Manager shall render a decision within then (10) calendar days. The decision of the City Manager shall be final and binding.

7.2.4 GENERAL PROVISIONS

Failure of the grievant to meet any of the specified deadlines shall constitute a withdrawal and waiver of the grievance. Failure by the City to meet any of the specified deadlines shall entitle the grievant to appeal to the next level of review.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered a maximum, and every effort should be made to expedite the process. If the last day of the specified time period falls on the weekend or a City-observed holiday, it shall be moved to the next working day that the City Hall is open. Otherwise, the time specified may be extended only by mutual written consent.



- Probationary employees may not initiate a grievance procedure after termination of employment during the probationary period.
- Employees shall be assured of freedom from reprisal for using the grievance procedures.
- The Human Resource Department shall act as a central repository for all grievance records.
- Any decision or finding involving an unbudgeted expenditure must be submitted to the City Manager before that decision can become final and binding.
- An employee's failure to appear for any scheduled meeting without notification will constitute a withdrawal and waiver of the grievance.

7.2.5 ADMINISTRATIVE LEAVE

Employees may be given administrative leave with pay to allow management time to investigate any alleged serious misconduct. If this happens, the employee's supervisor will notify the employee of the results of the investigation and of the action to be taken.

7.2.6 REMOVAL OF DISCIPLINARY RECORD

Documentation of disciplinary action may not be removed from an employee's personnel file for a minimum of three (3) years from the time the action is closed and unless agreed to as part of the disciplinary procedure. An agreement to remove disciplinary documents from the employee's personnel file must be approved by the City Manager.

7.3 EMPLOYEE APPEALS BOARD

7.3.1 MEMBERSHIP; MEETINGS

7.3.1.1 HEARING OFFICER

The appointed employee appeal board shall consist of a hearing officer appointed by the mayor with the advice and consent of the city council.

7.3.1.2 COMPENSATION

The hearing officer may receive compensation for services.

7.3.1.3 TERMS

The term of the Hearing Officer shall be for a period of three calendar years.



7.3.1.4 ELIGIBILITY FOR REAPPOINTMENT

The hearing officer shall be eligible for reappointment or re-election.

7.3.1.5 JURISDICTION

The Hearing Officer shall have the right and obligation to hear appeals from discharges or disciplinary transfers of all officers and employees who are not at-will or covered under the provisions of §10-3-1106 Utah Code Annotated, or its successor provision.

7.3.2 APPEAL PROCEDURE

7.3.2.1 NOTICE OF APPEAL

An appeal of a disciplinary action within the jurisdiction direction of the Board shall be taken by filing written notice of the appeal with the City Recorder, within ten (10) working days after the discharge or transfer is complete. Upon the filing of the appeal, the City Recorder shall promptly refer a copy of the appeal to the Hearing Officer. Upon receipt of the referral from the City Recorder, the Hearing Officer shall forthwith commence its investigation, take and receive evidence, and fully hear and determine the matter.

7.3.2.2 RIGHT TO COUNSEL

The employee shall be entitled to minimum due process of law, including the right to appear in person; be represented by counsel, at the expense of the employee; have a public hearing; confront the witness whose testimony is to be considered; and examine the evidence to be considered by the Hearing Officer.

7.3.2.3 SUBPOENAS

The Hearing Officer shall have the power to subpoena witnesses and compel the production of books, papers and any other evidence, as may be relevant to any investigation and a fair hearing or decision.

7.3.2.4 JURISDICTION OF HEARING OFFICER

The Hearing Officer shall have jurisdiction, pursuant to §10-3-1105 Utah Code Ann. and §10-3-1106 Utah Code Ann. The scope of the inquiry of the Hearing Officer shall be limited to determine if:

- 1) There was just cause for the demotion, transfer or termination of the employee; and if



- 2) The Department Head and/or his/her subordinates substantially complied with the appropriate



PART VIII - SAFETY & RISK MANAGEMENT

8.1 GENERAL POLICY

The following general safety rules apply in all City work areas. Each work area may prepare separate safety rules applicable to the specific nature of work in their area but not in conflict with these rules.

- a. Proper training and/or licensing is required by all employees operating any type of power equipment.
- b. Employees will use safety equipment appropriate to the job, such as safety glasses, gloves, toe guards, back supports, and hard hats, if required or appropriate to the work performed.
- c. Employees will avoid wearing loose clothing and jewelry while working on or near equipment and machines. Long hair will be properly secured. Employees must also adhere to additional department policies.
- d. Defective equipment will be reported immediately.
- e. Employees will not operate equipment or use tools for which licensing and training has not been received.
- f. In all work situations, safeguards required by State and Federal Safety Orders will be provided and followed.
- g. Due to the potential risk, employees are prohibited from entertaining, or caring for, guests or family members in or around inherent dangerous work areas. These areas include, but are not limited to:
 - Road repair sites;
 - Construction areas;
 - Vehicle maintenance areas;
 - Animal control incidents;
 - Sewer facilities.

8.2 PROPER USE OF CITY EQUIPMENT & TOOLS

The use of City equipment or tools for private purposes is strictly prohibited.



Employees shall be required to attend training, provided by the City; including an explanation of job hazards, safety procedures, and training on all equipment, tools, etc., necessary for the accomplishment of the employee's job description. Employees may attend additional training as approved.

A commercial driver's license (CDL) is required for operators of commercial motor vehicles. No individual shall be allowed to operate such vehicles unless they have a current commercial driver's license in their possession. This license is required pursuant to the Commercial Motor Vehicle Safety Act, signed into law on October 27, 1986. Employees must renew their commercial driver's license at four-year intervals.

Operators and passengers in a business-use vehicle equipped with seat belts must wear them when the vehicle is in operation, and all employees operating vehicles shall observe all local traffic laws.

Employees using City vehicles shall ensure they are kept clean and serviced according to fleet specifications.

8.3 BUILDING SECURITY

8.3.1 DISTRIBUTION OF KEYS

The Department Heads are responsible for distribution of keys, keypad codes, and security access cards to building occupants. Department Heads shall maintain a record of the keys, keypad codes, and security access cards distributed to building occupants. The departments shall not loan out keys, duplicate keys, or distribute keypad codes or security access cards prior to the completion of the key requisition process, described in the following procedure.

8.3.2 EMPLOYEE RESPONSIBILITY

Employees shall not loan, duplicate, or transfer keys, keypad codes, or security access cards to City facilities. Such behavior may be grounds for disciplinary action. All keys, security access cards, etc. will be returned to the City immediately upon termination of employment.

8.3.3 LOST KEYS

Any lost keys or security access cards shall be reported to the employee's supervisor and the Department Director immediately.

8.4 ACCIDENT REPORTING

All job related accidents, regardless of severity, personal or vehicular, shall be reported immediately to the applicable supervisor or Department Head.



8.4.1 ACCIDENT WITH INJURY

When injured while on duty, **an employee must:**

- Call 9-1-1 and their supervisor immediately. If the immediate supervisor is unavailable, contact the Department Head even if the accident occurs after normal work hours.
- Remain at the accident until the police or supervisor approves your departure.
- Immediately obtain necessary treatment. The City recommends that employees initially seek medical treatment at an approved medical facility if possible. Names and locations of approved medical facilities may be obtained from the Human Resource Department.
- Submit to a drug test if determined necessary according to the drug testing policy located in Part VI. Supervisor or Department Head is required to drive the employee to get a drug test.
- Obtain a medical release form signed by a doctor and submit copies to the Human Resource Department and supervisor.
- Report to work as permitted by the medical release form.
- Detail job related injury on forms prescribed by the Utah Industrial Commission and the City. These forms must be completed within one week following the incident producing the injury.

8.4.2 ACCIDENT WITH NO INJURY

When involved in a vehicle crash, but not injured, **an employee must:**

- Call 9-1-1 and their supervisor immediately. If the immediate supervisor is unavailable, contact the Department Head even if the accident occurs after normal work hours.
- Remain at the accident until the police or supervisor approves your departure.
- Collect necessary contact and insurance information from any others involved in the accident.



- Submit to a drug test if determined necessary according to the drug testing policy located in Part VI. Supervisor or Department Head is required to drive the employee to get a drug test.

8.5 RISK MANAGEMENT

Midvale City will be aggressive in risk identification. All existing operations, programs, equipment, and facilities of the City shall be evaluated on a regular basis to determine potential risk. Employees shall report any identified risks to their immediate supervisor. In addition, employees shall report any potential hazards, damaged or missing signs, or other possible risks immediately to their supervisor.

8.5.1 CLAIMS, LAWSUITS, & LIABILITY

An employee who becomes aware of any occurrence, which may give rise to a lawsuit, who receives a notice of claim, or is sued because of an incident related to his or her employment, shall give immediate notice to his or her supervisor, the Department Head, and the City Attorney.

- An incident report must be completed for any alleged injury or damage to persons or property involving a City official, employee, volunteer, or equipment or any such event occurring on City property. Such report will be submitted to the City Manager with a copy sent to the City Attorney and City Recorder.
- Pictures must be taken at the scene and submitted with the incident report.
- No official or employee shall admit or indicate in any manner that he or she or the City is at fault or has any liability in any incident that may result in a claim or lawsuit. No official or employee shall make any commitments or promises to claimant unless specifically authorized to do so by the City Manager or designee.
- The City Attorney will receive and coordinate the resolution of claims and lawsuits made against the City, its officers, employees, or volunteers.

8.5.2 INCIDENT REVIEW COMMITTEE (IRC)

Each department will have an Incident Review Committee to ensure that all incidents are investigated and evaluated in a fair, impartial, and consistent manner the incident review committee will review any incidents involving personal injury, damage to equipment to vehicles, and or claims against the City. The committee shall meet on an “as needed” basis.

8.5.3 VEHICLE/EQUIPMENT CRASH INVESTIGATION



It is the policy of Midvale City to require an investigation and a review of all vehicle or equipment crashes involving employees during the course of their duties. This policy also covers privately owned vehicles used by City employees for City business.

Any vehicle or equipment crash within the boundaries of Midvale City will be investigated by an officer of the UPD Midvale Precinct. The City Manager, City Attorney and Human Resource Director shall be notified of the accident within five (5) calendar days of the incident

Any vehicle or equipment crash outside the boundaries of Midvale City will be investigated by an officer of the applicable jurisdiction.

Three copies of the accident report involving City vehicles, equipment, or personnel will be submitted to the City Manager, City Recorder, and Public Works Department.

8.5.4 INCIDENT REVIEW PROCESS FOR VEHICLE AND EQUIPMENT CRASHES

Vehicle or equipment crashes involving employees, which has been determined by the Department Head to require an incident review, shall be conducted in accordance with the following:

- Employees shall attend Incident Review Committee (IRC) meetings when instructed to do so.
- After review of all information provided, the IRC will classify the accident as one of the following:
 - 1) Non-preventable
 - 2) Preventable/Mitigating
 - 3) Preventable
 - 4) Preventable/Reckless
- The IRC shall also document the severity of the crash according to one of the following:
 - 1) Very Minor (Less than \$750)
 - 2) Minor (\$750-\$3250)
 - 3) Major (More than \$3250)
- As a result of the IRC process, any disciplinary action will be determined and administered by the Department Head.

8.6 OCCUPATIONAL SAFETY AND HEALTH



ADMINISTRATION (OSHA)

Midvale City will post all required OSHA notices in conspicuous places. Employees may obtain additional information regarding OSHA from their Department Head.

If an OSHA inspector arrives on a job site, an employee should contact their Department Head immediately. The Department Head shall make arrangements for any required inspections.



PART IX - FLEET MANAGEMENT

9.1 GENERAL POLICY

9.1.1 VEHICLE USE

City vehicles can only be utilized in connection with City business. Non-employees shall not be allowed to ride in a City vehicle except for the purpose of conducting City business or with Department Head approval. All City vehicle and equipment operators shall have a valid Utah driver's license appropriate for the class of vehicle or equipment being driven. Smoking is prohibited in City vehicles.

9.1.2 EMERGENCY USE

An employee may take an assigned vehicle home in an emergency situation upon prior approval from the Department Head.

9.1.3 POOL VEHICLES

Pool vehicles are primarily authorized for use by those employees who do not have a City vehicle assigned to them that need transportation to conduct City business.

9.1.4 TAKE HOME VEHICLES

City employees **MUST** live within 20 miles of the City limits in order to take home a City vehicle.

9.2 VEHICLE MAINTENANCE

9.2.1 MAINTENANCE & REPAIRS

The fleet division is responsible for all maintenance and repair of City vehicles. Employees will be notified of scheduled service due and will be required to make service appointments no later than five calendar days after notification.

9.2.2 VEHICLE INSPECTION



Vehicles will be inspected for condition and cleanliness while being serviced at the fleet maintenance facility. If any vehicle is found to be in an unacceptable condition, the employee's supervisor will be notified of condition of vehicle.

9.3 DRIVER RESPONSIBILITY

9.3.1 GENERAL RESPONSIBILITY

City employees are responsible for the care and general maintenance of City vehicles assigned to them.

Employees shall frequently check oil, lubricant levels and tire pressure. Employees shall not use fuel, oil lubricant, or other liquid additives in the vehicle other than authorized by fleet division.

Employees shall keep both the exterior and interior of City vehicles clean. Employees shall not alter the body, general design, appearance or markings of a City vehicle. Employees shall not make any unauthorized repairs to a City vehicle. Employees shall not add or remove auxiliary equipment to vehicles without prior authorization of the Public Works Director.

9.3.2 IMPROPER CARE OF VEHICLES

Any employee found improperly maintaining a City vehicle may be subject to disciplinary action and the department of the employee may be assessed a fine. Such improper treatment shall include but not be limited to the following:

- Operating with an overheated engine.
- Failure to observe and respond to instrument panel.
- Operating with flat or under-inflated tires.
- Failure to report defects and needed repairs to fleet division.
- Driving vehicle in need of repairs.
- Failure to properly inspect vehicle before and after use.
- Failure to have vehicle serviced after notification given.
- Preventable repairs – defined as those caused by negligence of the driver.
- Enters an incorrect odometer reading when fueling a vehicle.



9.3.3 LONG DISTANCE TRAVEL

When an assigned City vehicle is to be used for travel of a distance of 200 miles or more, the employee shall have the vehicle inspected by a fleet mechanic within two (2) calendar days prior to departure to ensure the vehicle is in proper working condition.

9.3.4 SAFE DRIVING PRACTICES

All employees operating a City vehicle or personal vehicle on City business shall have a valid Utah Driver's License. All City employees shall drive and park in accordance with all state and local laws, including wearing seat belts. Any citation received shall be the responsibility of the driver. Unattended City vehicles shall be locked at all times. Unattended vehicles shall not be left with the engine idling unless overhead safety lights are in use on the roadside.

9.3.5 VEHICLE REGISTRATION & RENEWALS

It is the responsibility of each driver to ensure that any vehicle to which they are assigned completes the state inspection/emissions test by May 1 of each year.

9.4 VEHICLE REPLACEMENT/TRANSFERS

9.4.1 VEHICLE REPLACEMENT

Vehicles to be replaced will be determined by the Public Works Director.

9.4.2 REQUESTS FOR ADDITIONAL VEHICLES

Any requests for additional vehicles must be accompanied by written justification by the Department Head or designee and approved by the City Council.

9.4.3 TRANSFER OF VEHICLES

In order to maximize usage, the Public Works Director may transfer a vehicle from one employee to another or from one department to another. A two-week notice will be given prior to transfer.



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: June 6, 2015

ITEM: **Action approving Resolution No. 2015-R-35 a resolution supporting a Local Option General Sales Tax dedicated for transportation and encouraging the Salt Lake County Council to submit the proposal to the voters in November 2015 election.**

SUBMITTED BY: **Kane Loader, City Manager**

SUMMARY:

In the 2015 Legislative Session HB 362 was passed by the State Legislature authorizing counties of the state to impose a quarter cent sales tax dedicated to transportation and required voter approval. The tax, if approved by the voters, will be split between the cities, the Utah Transit Authority and Sale Lake County with 40% each going to the cities and UTA and 20% going to the County. The Salt Lake County Mayor and Council are requiring that each of the cities of the County pass a resolution supporting putting this on proposal on the November 2015 ballot for the voters to consider.

The Midvale City has worked very diligently with other cities, through the League of Cities and Towns, to bring this issue before the State Legislature and the public to show the need for this additional transportation funding. As we have shown the City Council we are currently only able to fund approximately half of what is needed to properly maintain the City's transportation infrastructure. The last street and roadway assessment study completed 2 years ago indicated that the City should be spending approximately 2.5 million dollars per year for operation, maintenance and repair. We are currently only able to fund 1.3 million dollars for these purposes and each year that we underfund these programs the bigger the problem becomes. For example; a street that goes from needing an asphalt overlay to needing a complete rebuild, because the street's sub-base has been contaminated, will require nine times more funding.

If this proposal is put on the 2015 election ballot and approved by the voters of the County, Midvale will see an additional \$540,000 each year. That along with the increase approved by the 2015 Legislature in the state gas tax will allow the City to fund almost 2 million dollars per year and bring us much closer to the funding level that is required.

We as a staff consider this to be one of the foremost issues for our community and unless this is somehow addressed the funding consequences will be very difficult to deal with in the future. We wholeheartedly support this transportation funding proposal and recommend that the City Council approve the resolution.

STAFF'S RECOMMENDATION AND MOTION:

I move that we approve Resolution No. 2015-R-35 a resolution supporting HB 362 (2015) which authorized a 0.25% Local Option General Sales Tax dedicated to transportation, encouraging the County of Salt Lake to submit the proposal to the voters in November 2015, and encouraging voters to support the proposal.

MIDVALE CITY, UTAH

RESOLUTION NO. 2015-R-35

A RESOLUTION OF THE CITY COUNCIL OF MIDVALE CITY, UTAH, SUPPORTING THE HB 362 (2015) AUTHORIZED 0.25% LOCAL OPTION GENERAL SALES TAX DEDICATED TO TRANSPORTATION, ENCOURAGING THE COUNTY OF SALT LAKE TO SUBMIT THE PROPOSAL TO VOTERS IN NOVEMBER 2015, AND ENCOURAGING VOTERS TO SUPPORT THE PROPOSAL

WHEREAS, a safe and efficient transportation system creates the foundation for economic growth, improved air quality and public health, and enhanced quality of life; and

WHEREAS, the creation and maintenance of transportation infrastructure is a core responsibility of local government; and

WHEREAS, Utah's population is expected to grow by 2 million residents by 2040; and

WHEREAS, Midvale's residents demand new comprehensive transportation options such as bike lanes, multi-use paths, off-road trails, and transit in addition to traditional roads; and

WHEREAS, due to our drastic shortfall in transportation revenue, Midvale is using \$420,000 dollars from the general fund to supplement the Class B&C Fund revenue in order to try to meet our local transportation needs; and

WHEREAS, research from the Utah Department of Transportation indicates that road rehabilitation costs six times as much as road maintenance, and road reconstruction costs ten times as much as road maintenance; and

WHEREAS, investing in transportation results in economic development for Midvale City and Salt Lake County and accessible good-paying jobs for our residents; and

WHEREAS, improving comprehensive transportation in Midvale City and Salt Lake County will reduce private vehicle usage which will in turn lead to improved air quality; and

WHEREAS, poor air quality discourages economic development, business recruitment and tourism visits, and contributes to asthma and other health ailments; and

WHEREAS, nearly 1 in 10 Utah adults suffer from asthma and struggle to breathe during poor air quality days; and

WHEREAS, nearly 57% of Utah adults are overweight, nearly 200,000 Utahans have diabetes, and diabetes and obesity related health care costs in Utah exceed \$700 million; and

WHEREAS, investing in safe and connected trails, bike lanes, sidewalks, and multi-use paths will encourage our residents to be more active, enable them to spend more time with their families via active transportation, and result in improved personal and community health; and

WHEREAS, Utah has created a Unified Transportation Plan to address these comprehensive transportation and quality of life issues; and

WHEREAS, the Utah State Legislature recognized the local transportation needs and enacted HB 362 which authorized counties to impose and voters to approve a 0.25% local option general sales tax dedicated to local transportation; and

WHEREAS, Midvale City will, upon county imposition and voter approval, receive 0.10 of the 0.25% sales tax to invest in critical local transportation needs.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MIDVALE, UTAH:

SECTION 1. Support the 0.25% Local Option General Sales Tax. The City Council supports the proposed 0.25% Local Option General Sales Tax that the Salt Lake County governing body may submit to voters in Salt Lake County in November.

SECTION 2. Encourage Submission of Proposal to the Voters of Salt Lake County. The City Council urges the county governing body to submit the 0.25% local option general sales tax dedicated to transportation to the voters of the county for the November 2015 election. The City Council also publicly supports the county governing body in submitting the 0.25% local option general sales tax dedicated to transportation to the electorate of the county.

SECTION 3. Encourage Voters to Enact the 0.25% Local Option General Sales Tax. The City Council encourages voters to carefully consider the potential impact from the 0.25% general sales tax local option and to support the enactment of the 0.25% local option general sales tax because of the potential impact explained below.

SECTION 4. Road and Street Needs in Midvale City. The City has significant traditional transportation needs that the municipal 0.10 portion could address. The City recently completed a pavement management assessment of all the streets and roadways in the City. The study recommended the City allocate approximately \$6 million in one-time funding for street improvement projects to bring all of the streets and roadways up to an 80+ rating with \$2.5 million each year thereafter allocated for pavement management and maintenance. The City is currently spending \$1.3 million each year for street improvements and maintenance projects; therefore, we are underfunded by \$1.2 million per year. The additional funding generated by the proposed 0.25% General Sales Tax will bring approximately \$600,000 to the City. Adoption of the municipal 0.10 would enable the City to invest in the critical projects that our residents expect.

SECTION 5. Active and Alternative Transportation Infrastructure Needs in Midvale City. The City has significant active and alternative transportation needs that the municipal 0.10 portion could address. Our residents are demanding improved sidewalks and

pedestrian safety modes, enhanced bike lanes, better connectivity with transit, more traffic calming devices, and other modern transportation infrastructure. Investment in active transportation options will encourage residents to travel via walking, biking, and transit, result in a healthier population, reduced emissions, decrease health care costs, and improve quality of life. Adoption of the municipal 0.10 would enable the City to invest in the critical projects that our residents expect.

SECTION 6. Investment in Transit (if applicable). The City supports continued investment in public transit because transit can help relieve traffic, promote walkable communities, and improve air quality. The transit system will receive 0.10 of the county imposed and voter approved 0.25% local option general sales tax. The City expects the transit system to utilize the revenues collected within the City for projects that will expand local bus service, foster local and regional connectivity, and benefit the residents of the City.

SECTION 7. Distribution of this Resolution. A copy of this resolution shall be sent to the Salt Lake County governing body, the Utah League of Cities and Towns, the Utah Association of Counties, the Speaker of the Utah House of Representatives, the President of the Utah State Senate, State Representatives and Senators who represent the City, and the Governor of Utah.

SECTION 8. Effective Date. This Resolution shall become effective upon passage.

APPROVED BY THE CITY COUNCIL OF THE MIDVALE CITY, UTAH, ON THIS _____ DAY OF _____, 2015.

JoAnn B. Seghini, Mayor

Vote by the City Council:	Aye	Nay
Stephen Brown	_____	_____
Paul Glover	_____	_____
Paul Hunt	_____	_____
Quinn Sperry	_____	_____
Wayne Sharp	_____	_____

Attest:

Rori L. Andreason, MMC
City Recorder

Approved as to form:

Chad Woolley, City Attorney



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: June 16, 2015

SUBJECT: Approve Resolution No. 2015-R-37 Approving the Alexander Dahl Community Room Use Agreement

SUBMITTED BY: Rori L. Andreason, H.R. Director/City Recorder

SUMMARY:

The City Council would like the public to have the opportunity to utilize the Alexander Dahl Community Room at City Hall. A Use Agreement has been crafted and reviewed by the City Council providing requirements and regulations regarding the public use of the room. A Resolution has been prepared for the Council's consideration in approving the Alexander Dahl Community Room Use Agreement.

FISCAL IMPACT: N/A

STAFF'S RECOMMENDATION AND MOTION: I move that we approve Resolution No. 2015-R-37 Approving the Alexander Dahl Community Room Use Agreement as outlined in Exhibit A.

**Attachments: Proposed Resolution
Alexander Dahl Community Room Use Agreement**

**MIDVALE CITY, UTAH
RESOLUTION NO. 2015-R-37**

**A RESOLUTION APPROVING THE ALEXANDER DAHL
COMMUNITY ROOM USE AGREEMENT**

WHEREAS, the City Council would like the public to have the opportunity to utilize the Alexander Dahl Community Room at City Hall; and

WHEREAS, a Use Agreement has been created outlining requirements and regulations for public use of the community room; and

WHEREAS, the City Council feels the Use Agreement protects both the City as well as the public;

NOW THEREFORE BE IT RESOLVED, based on the foregoing, the Midvale City Council does hereby approve the Alexander Dahl Community Room Use Agreement attached herewith as Exhibit A.

APPROVED AND ADOPTED this 16th day of June, 2015.

JoAnn B. Seghini, Mayor

ATTEST:

Rori L. Andreason, MMC
City Recorder

Voting by the City Council	“Aye”	“Nay”
Stephen Brown	_____	_____
Paul Glover	_____	_____
Paul Hunt	_____	_____
Wayne Sharp	_____	_____
Quinn Sperry	_____	_____



Midvale City
7505 South Holden Street
Midvale, UT 84047
(801) 567-7200
www.midvalecity.org

Alexander Dahl Community Room Use Agreement

This Alexander Dahl Community Room Use Agreement (“Agreement”) is entered into by and between Midvale City, and the individual or entity signing this Agreement on the space provided on the last page of this Agreement (the “Renter”). If the individual or entity signing this Agreement is not a resident of Midvale City the individual or entity must be doing business with/or on behalf of the City.

1. Rental Space

- a. **Conference Room Being Rented:** Alexander Dahl Conference Room, 7505 South Holden Street, Midvale, UT 84047
- b. **Day(s) and Time of Use:** Start Date/Time: _____
End Date/Time: _____
- c. **Available Hours:** 8:00 am to 10:00 pm, Monday - Saturday The Renter is responsible for ensuring that the Renter, and Renter’s directors, officers, employees, agents, members, representatives, guests, invitees, or other persons (collectively referred to as “participants”) leave the conference room(s) promptly once the assigned reservation time has expired. A City employee is required to be in attendance during the reserved time. **The City facility must be vacated by 10:00 pm.**
- d. **Legal Occupancy Limits:** The legal maximum occupancy of the Dahl Community Room is 68 people. Renter shall ensure that the legal occupancy limit is not exceeded at any time during the rental period.
- e. **Permitted Areas of Use:** The Renter may use the community room, kitchen, and designated restroom(s). Cooking/food preparation is restricted to the community room kitchen. **Only crockpots are allowed - NO Electric Fry Pans.** The Renter shall not use any other portion of the building or other City property without the City’s prior written consent. The Renter shall not allow the participants to enter any portion of the City’s building or property other than the Rental Space.
- f. **Not Responsible for Personal Property:** The City is neither responsible nor liable for the theft, loss, or damage to materials, equipment, or other personal property of the Renter or the participants.

2. Permitted Uses

Renter may use the Rental Space for the purpose of conducting meetings and special events that are not intended to, and **do not generate revenue or compensation in any form** for the Renter or any third party. The Rental Space shall **not be used for organized political or religious activities** or any activity that may directly or indirectly injure or damage any



individual or property. The Rental Space is not a public forum, and the City reserves the right to reasonably restrict Renter's use of the Rental Space to prevent a use that does not promote the health, safety, prosperity, security, and general welfare of the City or its citizens.

Smoking is prohibited inside any City building. The burning of incense or any open flame (such as candles), is not permitted in any City building. **Alcohol is prohibited** in the Rental Space or on any other City property.

The Renter shall not use or represent to any third party the address or telephone numbers of any City facility as the Renter's address or telephone numbers; nor shall the Renter in any manner represent or imply that the City sponsors, sanctions or supports the meeting or special event.

Under no circumstances shall Renter or the participants' use of the Rental Space interfere in any manner with City operations.

3. Rent

The Renter shall pay the \$120.00 ("Rent") per rental period plus City employee overtime costs (Dependent upon pay rate of employee) for reservations lasting between 0-4 hours. The Renter shall pay an additional \$120.00 rent plus employee overtime costs for reservations lasting 5-10 hours. Cost incurred by the City in cleaning and/or equipment to their original condition shall be charged to the Renter as additional Rent. **Rental fees may be waived for governmental entities.**

4. Security Deposit

Renter shall pay a security deposit in the amount of **\$200 by credit card upon issuance of the visitor's pass** as security for Renter's payment of Rent and performance of its other obligations under this Agreement. If Renter defaults in its payment or Rent or performance of its other obligations, the City may use all or part of the security deposit for the payment of Rent or for the payment of any other amount the City may spend or become obligated to spend by reason of Renter's default or to reimburse the City for any other loss or damage caused by the Renter. If the City so uses any portion of the security deposit, Renter will restore the security deposit to its original amount within five days after written notice from the City. The City will return the unused portion of the security deposit in accordance with Utah law. Renter will need to bring the credit card used for the security deposit with them when returning the visitor's pass in order to receive the appropriate refund of the security deposit. **The Security Deposit maybe waived for governmental entities upon approval by the City Manager.**

5. Equipment Supplies

Renter shall have the right to use the movable chairs and tables in the community room and the **equipment and utensils in the kitchen** located in the Rental Space ("Equipment"). An inventory will be taken of equipment.



6. Cancellation

- a. **By the Renter:** The Renter may cancel a scheduled use of a community/conference room, without penalty, by providing notice of the cancellation at least 48 hours before the scheduled date and time of the use. Notice of cancellation must be provided in person, by email or fax:

In Person: Jessica Hoyne, Administrative Secretary
City Hall, 7505 South Holden Street, Midvale, Utah, 84047
Email: jhoyne@midvale.com
Phone: (801) 567-7228
Fax: (801)727-9110

- b. **By the City:** Notwithstanding any other provision of this Agreement, the Renter's right to use the Rental Space is subject to the City's absolute right to use the Rental Space to meet the normal and emergency operations and business needs of the City. While the City will make every effort to avoid canceling an event scheduled by the Renter, the City has the absolute right, at any time to cancel Renter's use of the Rental Space. If possible, the City will attempt to reschedule Renter's use of the Rental Space to another date and time within the same month that is acceptable to the Renter.

7. Reservations

For use of a conference room, **an application must be submitted a minimum of one week prior to the date, but no more than six months prior to the date.** Applications are handled on a first come first serve basis. An individual must be at least 18 years of age to sign an application for use. Community room reservation is dependent upon application approval. Applications must be delivered in person, mailed, or faxed to Jessica Hoyne at 7505 South Holden Street, Midvale, Utah, 84047. The application may be obtained at City Hall or on the City website at www.midvalecity.org. If the application is approved, a telephone, mail, or e-mail confirmation will be sent to the individual listed on the application.

8. Visitor Pass

A visitor's pass allowing access to the community room during the time indicated on the application will be issued once the application has been approved. The pass must be picked up in person at Midvale City Hall, 7505 South Holden Street, Midvale, UT 84047. **The pass may not be picked up more than one business day prior to the scheduled event. The visitor's pass will expire at the end of the reserved time and must be returned within one business day after the event. The visitor's pass must NOT be left in the community room. Renter agrees to pay a fee of \$25 if the visitor pass is lost.**

9. Care and Cleaning

Use of the community room constitutes the Renter's agreement that the room was clean, in good working order, and in satisfactory condition when the Renter took possession. Janitorial services are not provided. **The Renter is responsible for the care and cleaning of the Rental Space and the Equipment.** The Renter shall leave the Rental Space and the



Equipment in the same condition as they existed upon execution of this agreement. The Renter is responsible for the immediate replacement or repair of the Rental Space and/or Equipment damaged during the course and as a result of the Renter or the participants' use of the Rental Space and/or Equipment. **The Conference Room Condition Checklist form attached as Appendix A must be completed and returned to City Hall at the same time the visitor's pass is returned.**

10. Setup and Removal

The Renter is responsible for set-up of the Conference Room. Items may not be pinned or taped to wall structures. Supplies or materials may not be stored in the Conference Room or anywhere else on City property. If the Renter fails to properly clean and restore the Rental Space and/or Equipment to their original location and condition immediately after each use, the City may apply all or a portion of the security deposit, and impose such additional Rent, as is necessary to clean and/or restore the Rental Space and/or Equipment to their original location and condition.

11. Compliance with Federal, State and Local Laws, and the City's Rules

The Renter shall comply with, and shall ensure that the participants comply with, all Federal, State, and local laws, rules and ordinances.

12. Indemnification

The Renter shall indemnify the City and its officers, directors, agents, employees, volunteers, representatives, invitees, guests, and customers, and hold them harmless from any and all demands, claims, causes of action, fines, penalties, damages, losses, liabilities, judgments, and expenses arising from the presence of the Renter and/or the participants in the Rental Space or any other City property, or arising from any use by the Renter and/or the participants of the Rental Space or any other City property.

13. Waiver

The Renter, for itself, and on behalf of the participants, fully and unconditionally waive the Renter and participants' individual and collective rights to recover from the City and/or its directors, officers, employees, volunteers, agents, representatives, consultants, lessees, subcontractors, successors and assigns (collectively the "Releasees"), any liability, claim, injury, loss, damage, restitution, or compensation arising out of this Agreement or out of the Renter and/or the participants' use of the Rental Space, Equipment, or any other City real or personal property. The Releasees shall under no circumstances be liable for any liability claim without limitation, liability for death, personal injury, theft, damage to motor vehicles, loss of property, business interruption, lost profits, consequential damages and rights of subrogation.

14. Defense of Actions

If any claim, action or proceeding is brought against the City and/or its directors, officers, employees, volunteers, agents, representatives, consultants, lessees, subcontractors, successors and assigns in any form whatsoever arising from any act of omission of the Renter of the participants, the Renter shall, at its sole cost and expense, defend the City by counsel of the City's choosing. This obligation to defend extends to all manner of proceedings, whether in a judicial, administrative, or other forum.



15. Miscellaneous

This Agreement is the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may only be amended by a document signed by the Parties. If any Agreement provision is held invalid or unenforceable, all other Agreement provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall inure to the benefit of and be binding upon the parties and their legal representatives, successors, and assigns. This Agreement is not intended to, and shall not confer rights on any person or entity not named as a party to this Agreement. In any dispute arising from or relating to this Agreement the prevailing party shall be awarded its attorney's fees, costs, and expenses, including any attorney's fees, costs and expenses incurred in collecting upon any judgment, award or order. Utah law governs this Agreement. Jurisdiction and venue shall lie exclusively in the City or County Courts for Salt Lake County. This Agreement may be executed in several counterparts and by facsimile, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

Midvale City, a political subdivision of the State of Utah

By: _____

Its: _____

Date: _____

Renter:

(Name)

By: _____

Title: _____

Date: _____



APPENDIX 'A'

Visitor's Pass

1. Renters may pick-up the visitor's pass up to one (1) business day prior to reservation date.
2. Renters will only be able to access the building during the reservation time. The Visitor's Pass will be activated 30 minutes prior to the reservation.
3. Visitor's Pass works as follows: To unlock the door, swipe the card at the electronic key pad on the south side of the main door. To lock the doors, swipe the card again.
4. The Visitor Pass must be returned to the City within one (1) business day after the reservation in order to be eligible for a refund of the security deposit. If the Visitor Pass is not returned within five (5) business days, your security deposit will be forfeited.

Security Deposit

1. In addition to the reservation fee, all renters will be required to leave a \$200 Security Deposit by VISA, MASTERCARD or DISCOVER Card only. This security deposit will be required when renters pick-up the Visitor's Pass.
2. The security deposit will be refunded upon return of the Visitor's Pass key card, provided the room is left in excellent condition after the reservation. If there is any damage to the facility, the deposit will be forfeited according to the fine schedule.
3. Renters will need to bring the credit card used for the security deposit back when returning the Visitor's Pass key card in order to refund the deposit to the account. The credit card information is not kept on file after the deposit it made.

Set-up

1. Renters are required to set-up and clean-up all equipment used.
2. Tables, chairs, microphone and sound system are provided. Any additional needs such as easels, projectors, etc. are not available.

CLEANING: please initial each task has been completed. In order to receive the security deposit back, this must be completed.

Renters are expected to clean-up the community room after use. All supplies needed are located in the closet and kitchen. Clean-up should include the following:

- _____ Wipe off countertops and tables.
- _____ Return all tables, chairs, microphone to closet – in same order as they were before the event.
- _____ Sweep floor area including bathrooms and kitchen.
- _____ Wet mop entire floor area if necessary. ***PLEASE USE HOT WATER ONLY***
- _____ Take out garbage and replace garbage bags.
- _____ Clean windows - including fingerprints, etc.
- _____ Secure **ALL** doors used during reservation.

*****It is your responsibility to make sure all outside doors are locked when you leave*****

**For assistance during the reservation, please call
(801) 567-7228 before 5 pm on weekdays or (801) 580-7274 after 5 pm and on weekends.**



NOT PERMITTED:

- NO CANDLES or open flames
- NO TAPE
- NO STAPLES or NAILS of any kind
- **NO ALCOHOL**
- **NO SMOKING**

Minimum Charges in Addition to Security Deposit:

- Minimal Wall Damage \$100 Marks on the wall & paint chipping
- Leaving facility dirty \$100 Cleaning Charge
- Alcohol on the premises \$200
- Major damage to facility Cost of repair
- Leaving building unsecure \$100 w/additional resulting damages.
- Lost Visitor Pass \$25

1. This permit should be with a responsible person at the facility during the reserved activity.
2. Reservation is for the above specified date and time only. **NO EXCEPTIONS!**
3. Midvale City is not responsible for the damage or loss of items left unattended.
4. Adult Chaperones are required for all youth activities. (1 adult to every 10 children)
5. Refund Policy:
 - 1) Refunds will only be given for reservations cancelled at least two (2) days prior to above reservation date. However, medical conditions or other special circumstances will be handled on an individual basis. \$10 of reservation fee is non-refundable to cover city administration costs.
 - 2) All persons requesting a refund must submit a written request to Midvale City in person stating the reason for the refund.
6. I acknowledge that I am authorized to represent the above-named organization and that my signature is binding upon the organization.
7. I agree on behalf of the above-named organization which I represent, for myself personally, to pay for any damage or repairs to Midvale City property caused by any of those invited to or participating in the above activity, and to save, keep and hold harmless Midvale City, it's officers, agents, employees and volunteers from all damages, costs or expenses in law or equity, including attorney fees, that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of the above activity which may be occasioned by any willful or negligent act or omissions of any officer, member of the organization, or any person attending the above event.
8. Failure to abide by above rules and regulations could result in immediate termination of reservation and denial of future reservations by the same party.

SIGNATURE OF RESPONSIBLE PERSON _____ **DATE** _____
(Must be 18 years or older)

SIGNATURE OF MIDVALE CITY EMPLOYEE _____ **DATE** _____