Board of Trustees Meeting

February 21, 2023
Summit County Service Area #3
Public Meeting and Public Hearing
February 21, 2023, 2023, 5:30 P.M. Mountain Time
629 E. Parkway Drive, Suite 1
Park City, UT  84098
(435) 649-7949
Please silence all electronic devices

<table>
<thead>
<tr>
<th>Topic</th>
<th>Time</th>
<th>Presenter(s)</th>
</tr>
</thead>
</table>
| 1. Welcome and call meeting to order (motion/voting):  
  a. Roll call  
  b. Review board meetings minutes of August 16, 2022* | 5:30 pm | Chair |
| 2. General Public Comments – comments limited to three minutes each | 5:45 pm | Public |
| 3. Public Hearing (motion/voting):  
  a. rate and fee schedule*  
  b. Resolution 2023-02* | 6:00 pm | General Manager |
  a. Review and approval of expenditures*  
  b. Regulation 2023-01*  
  c. Legislative update | 6:30 pm | General Manager and Legal Counsel |
| 5. Operations Manager update (motion/voting):  
  a. Office Operations and Operating Procedures  
     i. CRM Update  
     ii. High Speed Internet Update  
     iii. Accounting  
  b. Water Infrastructure Financing Update  
     i. Income Survey Presentation*  
  c. Utility Easement / Annexation  
  d. Mountain Life Expansion Update | 7:00 pm | Operations Manager |
| 6. Road and Trail (motion/voting):  
  a. Roads and Trails  
  b. Proposed Capital Improvement Projects* | 8:00 pm | Road Manager and Legal Counsel |
| 7. Water (motion/voting):  
  a. Loughlin Well Site Proposal*  
  b. Rimrock Engineering and Development Proposal* | 8:20 pm | Water Manager and Legal Counsel |
| 8. Closed session to discuss the character, professional competence, or physical or mental health of an individual, pending or reasonably imminent litigation, and/or the sale or purchase of real property pursuant to Utah Code §§ 52-4-204 through 205. | 8:40 pm | Road Manager and General Manager |
| 9. Adjournment | 9:15 pm | Chair |

* Documents provided | Minutes, agenda and policies available at: [http://summitcounty.org/923/Documents](http://summitcounty.org/923/Documents)
** Any motion/voting will take place in open meeting after closed session
Board of Trustees meeting

Roll Call

February 21, 2023
August 16, 2022 Minutes, Board of Trustees Meeting
Summit County Service Area #3
629 Parkway Drive, Park City, UT 84098

BOARD OF TRUSTEES
Larry Elbert, Chair            Scott Sharp, Treasurer             Henry Adams          Lori Daniells
Vince Pao-Borjigin, Vice Chair    Paul Kraus, Clerk  Suzanne Carpenter

Present: Larry Elbert - Chair; Vince Pao-Borjigin - Vice Chair; Scott Sharp - Treasurer; Paul Kraus - Clerk; Lori Daniells - Member; and Suzanne Carpenter - Member.

Staff: General Manager: John O’Brien,


Public:

1. Welcome and call meeting to order (motion/voting) at 5:34 pm:
Roll call: completed.
Review board meeting minutes dated: May 17, 2022. Paul moved the motion to approve, Suzanne seconded. Approved unanimously.

2. General Public Comments:

Suzanne asked if we were going to finish striping the rest of Silver Creek Road that was talked about from a while ago. Chris responded that we are currently waiting for the Summit County Public works contractor that was stripping. We currently don’t know where we are at until we follow up with Gray. The stripping truck is seen every morning up and down the Service Area. Chris will follow up with Gary and keep Suzanne aware of what is going on.

Suzanne asks if we are currently on schedule to have the Service Areas roads be plowed that were talked about. Chris responded that Matt with Basin Recreation has not been cooperative since the initial discussion because Chris has not only reached out for snow removal, maintenance on the East to West connector on the trail now. They committed to maintain the trail that they paid for rather than the Service Area. We need to follow up with Basin Recreation to figure out the plan going forward. The rail trail starts at I-80 and crosses Wasatch Way over to Wasatch Lane and connects to Bitner Road (West connector). Lori offered her services to make phone calls and Chris asked for persistence to help Basin Recreation respond. Lori said she will be happy to assist.

Lori stated someone in the neighborhood had come into the Service Area office and a staff member was alone to handle the situation when the resident was upset. Lori would like to see as a procedure two staff members handle difficult situations with residents. Vince stated that would be
a topic talked about later on in the meeting. Along with how surprising that is since that isn’t likely behavior in the neighborhood. Lori’s next question was regarding the potholes that are currently being repaired since they seem a bit rough. Chris added that on lower Silver Creek Road the roads will continue to level out as more traffic goes on them while the weather is still warm. The county will take over that road when the second connector is done next year. No date has been set for the second connector to be taken over or completion date. The county is currently at the contractor bidding stage of the process.

Letters from Michael Stamolis read by Vince Pao-Borjigin and John O’Brien (see attached). Vince suggestion is to have Stamolis meet with John and Chris to discuss the situation a bit more. Although some residents may not understand that tax dollars being paid to the County 99.97% goes to the county and Silver Creek’s line item for roads is 0.0006 that tax. Residents may not understand the Service Area has a very fixed budget that varies with the overall property taxes. Larry stated that we might also want to point out that fellow neighbors may also not want the roads to be paved and in the ten years that Larry has been on the board he has heard it both ways.

3. Administrative & Financial:

Cash Summary: SCSA#3 is getting ready to pay the Earl Street bond.

Dashboard Review: Paul and Scott asked to be friendly and neighborly when writing a letter to those vacant lots that have never been billed the “Vacant Lot Fee” and explained the fact that the Service Area missed on sending them a bill. Chris pointed out a precedent where it was decided to only be billed back for three years.

Scott made the motion to approve the invoice from the Larson Accountant Firm invoice, Suzanne seconded. All in favor: unanimous.

Paul moved the motion to approve the invoice for TCB Landscaping Scott seconded, all in favor unanimously.

Summer Newsletter was mailed June 17, 2022, Larry and Vince reviewed before mailing.

Fraud Risk Assessment: SCSA#3 should be in the moderate category, by correcting some items on the assessment, John will contact the Larson Firm to point out the line items that are missing scores. Nathan suggested adopting the State Auditor policies and he will send the templates shortly.

Property Transfer: There is an issue with property owners selling their house and not closing their SCSA#3 water accounts. Discussion about a seller who intentionally avoided paying the $10,000 metering fee and had received notice of having a non-compliant meter.

Bookkeeper Status: SCSA#3 is looking to hire a bookkeeper, Pelorus offers a bookkeeping package but SCSA#3 only need 10% of what the Pelorus package includes. In the meantime, John is doing the bookkeeping and Paul is concerned about this issue stopping the Service Area.
operations. Larry suggested posting an ad on the Nextdoor app and finding somebody local. The only issue is SCSA#3 should not be hiring a board member family member. John will put together a job description.

4. Road and Trail

Weed Mitigation: has been done and some areas will be retreated. Our volunteer that is scrapping the trails is going to focus on Westwood. There are some trails that do not seem to have too much traffic and are almost extinct. The Fire Department has not been responsive with the fuel Reduction program. And Chris is asking how the board feels about burning those piles during the wintertime.

Pothole Update: They are common potholes everywhere, they do not stop emerging. Next Round will be Silver Creek Road around the mail house. And Road Base will be applied.

Road Cut near Aspen Lane was not repaired properly, Chris approved for the project owner to repaved this later when the driveway is scheduled to be paved.

Here is how to manage weed, to be posted on the Nextdoor page, Chris will give me some information.

Capital Projects: The bidding process is due the June 22, and SCSA#3 has seven contractors for raising crosswalks, flush-stamp crosswalks, and speed signs. Gary will reach out to the Fire Department to make sure the crosswalks are not considered too high. Larry agreed to have the Fire Department in the loop. Speed Calming signs with messages on it, we will have to design them, and Chris will send them to the sign shop. Chris will send an email out to the Sign Committee, Henry, Vince, and Lory. Larry also suggested reaching out to our Silver Creek Neighbor. Bids are going to be hand delivered to the office and Gary, Chris and John will open them together.

5. Water

Arsenic Treatment Plant: Zion Bank will not be able to facilitate the loan for the Arsenic Treatment Plant since the Service Area has not shown the capability to pay it back. Chris has some pricing that he will include in the next board meeting.

Well Meter Open House: The Meter Open Houses are scheduled for July 11th, 19th and 28 via Zoom. John will send an invitation to those property owners that did not respond to the previous two letters. Larry asked for some bullet points.

SCSA#3 opted not to hire Heather Anderson, since this expense was not budgeted. Paul asked if the property owners without a meter is public information. Nathan answered yes, SCSA#3 is a public entity, and the information is in fact public.

Well Data: There are 92 property owners without a meter and Chris reported that 20 meters installations are in the works.

August 16, 2022 – Board Meeting Minutes
**Backflow Certification**, John reported that only two property owners submitted the certification. Chris is waiting for the test results to be certified to perform Backflow testing. On a well meter there is a protective valve that will detect the backflow. The backflow test is important to keep the aquifer clean.

6. **Closed session:**
Paul moved the motion to commence the closed session to discuss reasonable and imminent litigation, Scott seconded the motion, all in favor unanimously.
John stopped the recording at 7:43 PM
Suzanne moved to motion to return to open session. Paul seconded, all in favor unanimously.

7. **Adjournment:**
Suzanne moved the motion to adjourn the public meeting, which was seconded by Scott. All in favor, unanimous. John stopped the recording at 8:27 pm.
Board of Trustees meeting

Public Comments
Board of Trustees meeting

Public Hearing

February 21, 2023
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<thead>
<tr>
<th>Service Description</th>
<th>Current Fee</th>
<th>Proposed Changes</th>
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<tbody>
<tr>
<td>Hydrant use fee (Includes Meter Use)</td>
<td>$150-Deposit + $20/1000/gal</td>
<td>$2500 Deposit + $500 + Usage $50/1000 gallons</td>
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<tr>
<td>SCSA#3 Water Right &quot;Administration&quot; Fee Plats A-C.</td>
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<td>Adding &quot; SCSA#3 Administration&quot;</td>
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<tr>
<td>Water Use Evaluation Fee</td>
<td>$1,500</td>
<td>$2000 Single Family Resident, Commercial $5000</td>
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<td>Water Rights Dedication Fee</td>
<td>$1,500</td>
<td>$3,500</td>
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<td>Well Meter Deposit Fee for New Well Construction</td>
<td>$5000 deposit</td>
<td>$7500 with $5000 refundable</td>
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<td>Meter for Service Lines ¾&quot;</td>
<td>$375</td>
<td>$2000 (includes installation)</td>
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<td>Meter for Service Lines 1”</td>
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<td>$2200 (includes installation)</td>
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<td>Meter for Service Lines 1 1/2”</td>
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<td>$2600 (includes installation)</td>
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<td>Meter for Service Lines 2”</td>
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<td>$4000 (includes installation)</td>
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<td>$150 + Remove &quot;no disconnection&quot;</td>
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<td>Resumption of Disconnected Service</td>
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<td>$500 (charge Buyer)</td>
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<td>Delinquent Payments</td>
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<td>Delinquent Lien Fee</td>
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<td>1st Written, 2nd $150, 3rd $300, 4th+ $750</td>
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<td>Conservation Violations - Wells on SA Water Rights</td>
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<td>Theft of Service, Illegal or Bypass Connection</td>
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<td>Commercial Excavation Permit</td>
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<td>Commercial Asphalt Cut Permit Fee</td>
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<td>Commercial Inspections</td>
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<td>Commercial Grading Permit</td>
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<td>Snow Plow Violation Fees</td>
<td>1st Written and/or Verbal Warning, 2nd $175, 3rd $300, 4th + $750</td>
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<td>Non-Compliant Property Transfer (Property transferred without SA3 Knowledge or Title Company)</td>
<td>Fee $5000 -</td>
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<td>Non-Compliant Water Regulations Fee</td>
<td>1st warning, 2nd Month $2500, Each Additional Month $5000</td>
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<td>Non-Compliant Construction Activity Without SA3 Permit</td>
<td>Stop Order + 3x Permit fee + permit fee</td>
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<td>Expedited Inspection Fee (2-3 Business days; Weather dependent)</td>
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<td>Inspection Fee - 7-10 days (Weather dependent)</td>
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RESOLUTION NO. 2023 – 02
A RESOLUTION OF SUMMIT COUNTY SERVICE AREA #3
AMENDING ITS FEE SCHEDULE

WHEREAS, Summit County Service Area #3 (the “Service Area”) incurs various costs providing roads and water service to the Silver Creek Estates Subdivision; and

WHEREAS, Utah Code § 17B-1-103 authorizes the Service Area to impose fees or other charges for the commodities, services, and facilities it provides to pay for some or all of the Service Area’s associated costs and to “perform any act or exercise any power reasonably necessary for the efficient operation of the [Service Area] in carrying out its purposes;” and

WHEREAS, the Service Area Board of Trustees (“Board”) desires to update its fee schedule to better account for the costs the Service Area incurs in carrying out its purposes; and

WHEREAS, the Board conducted a public hearing in compliance with Utah Code § 17B-1-643 on February 21, 2023, at 6:00 p.m. to consider updating and amending its fee schedule to increase certain existing fees and to impose new fees to cover the costs of the services the Service Area provides; and

WHEREAS, after holding the public hearing and taking public comment, the Board desires to amend its fee schedule pursuant to its authority under Utah Code Ann. §§ 17B-1-103 and 17B-1-643.

NOW, THEREFORE, be it ordained by the Board of Trustees of Summit County Service Area #3 that effective as of March 1, 2022:

1. The Service Area adopts the fee schedule attached to this resolution; and

2. All other fee schedules that the Service area previously adopted are repealed and replaced by the attached fee schedule; and

3. Service Area staff are instructed to post the attached fee schedule to the Service Area’s website.

[execution on following page]
ADOPTED AND PASSED this 21st day of February 2023.

BOARD OF TRUSTEES OF SUMMIT COUNTY SERVICE AREA NO. 3.

By: __________________________________________
    Paul Kraus, Chair

ATTEST:

_______________________________________
Henry Adams, Board Clerk

VOTING
Henry Adams voting   ___
Suzanne Carpenter voting   ___
Lori Daniells   ___
Larry Elbert   ___
Paul Kraus   ___
Scott Sharp   ___
Vacant   N/A
Section 4

Administrative & Financial
INVOICE

WOLFF EXCAVATING, INC.
758 W 1500 N
SALT LAKE CITY, UT 84116-1361

Date  Invoice
1/16/2023  202216-08

Bill To
SUMMIT COUNTY SERVICE AREA #3
629 E PARKWAY DR. St. 1
PARK CITY, UTAH  84098-5737

Project
Snow Removal & Sand
01/09/2023-01/14/2023

<table>
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<th>Project</th>
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<td>Snow Removal</td>
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Total

Phone #  Fax #
801.531.0274  801.531.0295
# INVOICE

**WOLFF EXCAVATING, INC.**

758 W 1500 N  
SALT LAKE CITY, UT 84116-1361

<table>
<thead>
<tr>
<th>Date</th>
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<tbody>
<tr>
<td>1/16/2023</td>
<td>202216-08</td>
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**Bill To**

SUMMIT COUNTY SERVICE AREA #3  
629 E PARKWAY DR. St. 1  
PARK CITY, UTAH  84098-5737

**Project**

Snow Removal & Sand  
01/09/2023-01/14/2023

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</tbody>
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**Total**  
$23,280.09

**Phone #**  
801.531.0274

**Fax #**  
801.531.0295
INVOICE

WOLFF EXCAVATING, INC.
758 W 1500 N
SALT LAKE CITY, UT 84116-1361

Date: 1/23/2023
Invoice: 202216-09

Bill To
SUMMIT COUNTY SERVICE AREA #3
629 E PARKWAY DR. St. 1
PARK CITY, UTAH 84098-5737

Project
Snow Removal & Sand
01/16/2023-01/19/2023

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<tbody>
<tr>
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**Total**

$10,158.74

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## INVOICE

**WOLFF EXCAVATING, INC.**

758 W 1500 N  
SALT LAKE CITY, UT 84116-1361

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**Bill To**

SUMMIT COUNTY SERVICE AREA #3
629 E PARKWAY DR. St. 1  
PARK CITY, UTAH  84098-5737

**Project**

Snow Removal & Sand
01/23/2023-01/28/2023

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**Total**

$8,062.10

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WOLFF EXCAVATING, INC.
758 W 1500 N
SALT LAKE CITY, UT 84116-1361

Bill To
SUMMIT COUNTY SERVICE AREA #3
629 E PARKWAY DR. St. 1
PARK CITY, UTAH  84098-5737

Project
Snow Removal & Sand
01/29-02/01/2023

<table>
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Total $14,950.26

Phone #  Fax #
801.531.0274  801.531.0295
# INVOICE

## WOLFF EXCAVATING, INC.

758 W 1500 N  
SALT LAKE CITY, UT 84116-1361  

<table>
<thead>
<tr>
<th>Date</th>
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<tbody>
<tr>
<td>2/13/2023</td>
<td>202216-12</td>
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## Bill To

SUMMIT COUNTY SERVICE AREA #3  
629 E PARKWAY DR. St. 1  
PARK CITY, UTAH  84098-5737

## Project

**Snow Removal**  
02/06/23-02/08/23

<table>
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<th>Project</th>
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<tbody>
<tr>
<td>Snow Removal</td>
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| Total    | $6,267.38 |

## Phone #   Fax #

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REGULATION NO. 2023 – 02

A REGULATION OF SUMMIT COUNTY SERVICE AREA NO. 3
UPDATING ITS HOLIDAY SCHEDULE TO INCLUDE JUNETEENTH

WHEREAS, each year the Board of Trustees (the “Board”) for Summit County Service Area #3 (“SCSA#3”) reviews its personnel policy (the “Policy”) to determine if changes are needed; and

WHEREAS, Juneteenth is a holiday that commemorates the emancipation of enslaved Africans in the United States of America, deriving its name from Major General Gordon Granger’s issuance of General Order No. 3 on June 19, 1865, which proclaimed freedom for enslaved people in Texas; and

WHEREAS, Juneteenth became a federal holiday in on June 17, 2021, when President Joseph R. Biden signed the Juneteenth National Independence Day Act; and

WHEREAS, the Board desires to designate Juneteenth as a paid holiday in the Policy; and

WHEREAS, the Board desires to amend the Policy to authorize the Service Area to pay employees the value of their unused paid time off upon termination of employment commensurate with the employee’s hourly rate at the time of the employee’s termination of employment.

NOW, THEREFORE, be it RESOLVED by the Board, that, effective immediately:

1. Article X, Section 3 of the Policy is amended to read:

   “Payment of PTO Upon Termination: SCSA#3 shall pay employees the value of their unused PTO upon termination of employment commensurate with the employee’s hourly rate at the time of the employee’s termination of employment.”

2. Article X, Section 5 of the Policy regarding paid holidays is revised to include Juneteenth.

ADOPTED AND PASSED this 21st day of February 2023.

[execution on following page]
BOARD OF TRUSTEES OF SUMMIT COUNTY SERVICE AREA NO. 3.

By: ________________________________________
    Paul Kraus, Chair

ATTEST:

__________________________________________
Henry Adams, Board Clerk

VOTING
Henry Adams voting  ___
Suzanne Carpenter voting  ___
LoriDaniells  ___
LarryElbert  ___
PaulKraus  ___
ScottSharp  ___
Vacant  N/A
ARTICLE I – GENERAL

Section 1 – Name: This will be known as the SCSA#3 Personnel Policy (the “Policy”).

Section 2 – Purpose: The Policy has been adopted for the purpose of guiding SCSA#3’s efforts for quality performance, equity in employment, and career development of its employees.

Section 3 – Definitions: The following definitions will apply for the purposes of this Policy:

1. “Board” means the SCSA#3 Board.

2. “Chairperson” means the Chair of the SCSA#3 Board.

3. “Contractor” or “Independent Contractor” means, consistent with Utah Code Ann. § 34A-2-103(2)(b)(i) or applicable successor statute, any person engaged in the performance of any work for SCSA#3 who, while so engaged, is:
   a. Engaged only in the performance of a definite job or piece of work on behalf of SCSA#3;
   b. Independent of SCSA#3 in all that pertains to the execution of their job or piece of work;
   c. Not subject to the routine rule or control of SCSA#3;
   d. Subordinate to SCSA#3 only in effecting a result according to SCSA#3’s design.

4. “Employee” means a person employed for wages or salary by SCSA#3.

5. “Ethics Act’ means the Utah Public Officers’ and Employees’ Ethics Act, Utah Code Ann. §§ 67-16-1 et seq., or applicable successor statute:

6. “Family and Medical Leave” means unpaid, job-protected leave for specified family and medical reasons under the FLSA.


8. “GAAP” means Generally Accepted Accounting Principles.

10. “PTO Payout” means the dollar value of an eligible employee’s unused PTO as of the date of the employee’s termination from employment with SCSA#3.

11. “Public Officer” means a member of the SCSA#3 Board consistent with Utah Code Ann. § 76-1-601(13) or applicable successor statute.

12. “Public Property” means, consistent with Utah Code Ann. § 76-8-101(5)(a) or applicable successor statute, real or personal property that is owned, held, or managed by SCSA#3, including real or personal property that is transferred by SCSA#3 to an independent contractor which remains public property while in the possession of an independent contractor of SCSA#3 for the purpose of providing a program or service for, or on behalf of, SCSA#3.

13. “Public Servant” means, consistent with Utah Code Ann. § 76-1-601(14) or applicable successor statute, the following, who become public servants upon their election, appointment, contracting, or other selection, regardless of whether the person has begun to officially occupy the position of a public servant:

   a. A public officer;
   
   b. An appointed official, employee, consultant, or independent contractor of SCSA#3; or
   
   c. A person hired or paid by SCSA#3 to perform a government function.

14. “SCSA3” means Summit County Service Area #3;

Section 4 – Discrimination Prohibited: One of the reasons for the Policy is to insure that no employee or applicant for employment will be discriminated against in any personnel action by reason of race, color, religion, sex, national origin, political affiliation, age or disability and to safeguard their privacy and constitutional rights as citizens.

Section 5 – Fair Employment Practices: It is the intent and purpose of the Board to assure equality and quality in all phases of the employment process. In so doing, the Board intends to comply with all applicable State and Federal requirements pertaining to fair employment practices.

Section 6 – Professionalism: All employees of SCSA#3 are expected to accept and adhere to high standards of personal and professional conduct. This not only involves sincere respect for the rights and feelings of others, but also demands that employees refrain from behavior that might be harmful to themselves, their co-workers and/or SCSA#3, or negatively impact those persons and organizations served by SCSA#3 or the perception of SCSA#3 by the public at large. An employee whose performance, work habits, overall attitude or demeanor becomes unsatisfactory or who fails to perform assigned duties and responsibilities at prescribed levels may be subject to disciplinary action, including termination.
Section 7 – Board Review: The Board shall review annually the personnel policies to ensure that they conform to the requirements of state and federal law.

ARTICLE II – HIRING

Section 1 – Job Description: Before an applicant may be hired on an existing employee may be promoted to a new or revised position, a job description must be prepared and the position must be evaluated, approved by the Board, and a salary or pay level determined in accordance with the applicant’s skills and qualifications. A job description is a description of the general duties, responsibilities, skills, degrees required, and other qualifications necessary to adequately perform a particular job.

Section 2 – At Will: All SCSA#3 employees, both full-time and part-time, shall be “at will” and SCSA#3 will not take any action to promise or otherwise imply guaranteed employment to any employee on any other basis.

Section 3 – Job Advertising: All announcements and employment advertisements shall comply with equal employment opportunity requirements. All such notices must specify the person for whom applications are to be obtained, the person to whom completed applications are to be returned, and the deadline for filing an application. Such notices should contain a statement indicating that SCSA#3 is an equal opportunity employer. Generally, SCSA#3 may post job announcements with the Department of Workforce Services and/or may be advertised in a newspaper published and/or distributed in Utah or on a related industry website or other job search website.

Section 4 – Employment Agencies and Search Consultants: SCSA#3 may use private employment agencies and search consultants if the Board has reason to believe that a qualified candidate will not be attracted as a result of the procedures of this Chapter.

Section 5 – Hiring: All job applicants shall complete such application forms and evaluations as required by the Board. In conducting any ability tests the Board may require, reasonable accommodations shall be made for disable applicants.

Section 6 – Interviews: The Board shall select an interview pool from those applicants who have passed the preliminary job application form screening and any ability tests that have been administered. During the interview, each applicant will be asked only questions pertaining to the applicant’s professional background, experience, training, education, and qualifications for the job. Applicants may not be asked about their marital or family status or pregnancy, religion, age, gender or sex, race, ethnicity or color, disability. If references are contacted, to the extent practical, an equal number of references will be contacted for each applicant giving permission for the contact.

Section 7 – Notification Procedures: Before a person is offered a position, the offer must be evaluated and approved by the Board and any applicable direct-line supervisor. The job offer must include the basic conditions of employment. If the offer is extended verbally, a follow-up
written offer must be delivered to the applicant within a reasonable time after the verbal offer has been extended. The written offer must be signed by the applicant before the applicant may assume duties as a SCSA#3 employee. The written job offer must clearly state the job description, salary, conditions of employment, that the position is “at will,” and that the offer is not final until the candidate signs and returns the written offer letter. The offer letter should also include the job title; the name of the supervisor; if applicable; a statement that the job title, job description, and identify of the supervisor may change over time; the starting date; disclosure of the probationary period during which the employee may be terminated for no cause and without explanation; and any contingencies or conditions to the job offer (such as passing a drug test). Once a written offer has been signed by the candidate, the offer is final. The original of the final offer is to be maintained by SCSA#3 as part of its personnel files, with a copy to be given to the new employee.

Section 8 – Notification of Closing: All recruiting sources used in the recruiting process should be notified of the closing of the job opening as soon as is reasonably practicable.

Section 9 – Orientation: Each newly hired employee will complete necessary paperwork and receive orientation as a new employee of SCSA#3 on the first day of work or as reasonably practicable thereafter.

Section 10 – Immigration Reform and Control Act of 1986: In accordance with the Immigration Reform and Control Act of 1986, all new employees must provide proof of identity and employment status by completing an employment eligibility verification form as required by the U.S. Department of Justice Immigration and Naturalization Service. The newly hired employee must declare, under penalty of perjury, that he/she is a United States citizen, a lawful permanent resident alien, or an alien otherwise authorized for United States Employment.

ARTICLE III – DISCIPLINARY ACTION

Section 1 – General: All disciplinary actions except termination are intended to be corrective and constructive rather than punitive, and should be carried out with the intention of obtaining compliance with policies, orders, procedures, standards of conduct, expected performance standards and/or improve attitude.

Section 2 – Disciplinary Actions: There will be five types of disciplinary actions that may be used by SCSA#3: (1) reprimand; (2) suspension; (3) suspension-without pay; (4) restitution for damage to SCSA#3 property or to other property; (5) demotion; and (6) termination. All disciplinary decisions must be documented in writing and given to the employee, with SCSA#3 retaining a copy for its records. Unless the Board designates otherwise, it must approve all disciplinary actions. No employee will be disciplined because of political affiliation, age, race, gender, color, disability, national origin, or religious beliefs. Notwithstanding these provisions, all SCSA#3 employees, both full-time and part-time, will be at-will employees and may be terminated at-will by the Board, at any time, without cause or prior notice, for any reason or for no reason at all.

Section 3 – Appeals of Disciplinary Actions: Appeals of the disciplinary hearing decision, may be made to SCSA#3 Chairperson for review by the Board within fifteen (15) working days
after the employee received a copy of the disciplinary decision. The Board will review the appeal at its next regularly scheduled meeting, or at a special meeting if the next regularly scheduled meeting will take place thirty (30) calendar days after the date the appeal was received. By majority vote, the Board may reverse, uphold or modify the disciplinary decision. The Board’s decision regarding the appeal will be in writing and given to the employee within thirty (30) working days from the date the appeal was filed with SCSA#3 Chairperson.

**ARTICLE IV – GRIEVANCE PROCEDURE**

Section 1 – Complaints: Any employee alleging a grievance is encouraged to resolve the problem through an informal discussion with their immediate supervisor or the Board. If the results of such a discussion are not satisfactory, the employee will file a formal written grievance with the Board. The Board will authorize an investigation of such complaints and, based upon the findings, may present charges against any person derelict, or discriminatory in considering the grievance. A grievance must be filed in writing and clearly state SCSA#3 policy, state law and/or federal law alleged to have been violated. All grievances must be filed within thirty (30) calendar days following the alleged violation of any SCSA#3 policy, SCSA#3 law, state law, or federal law.

Section 2 – Complaint Review: The Chairperson will investigate the complaint within fifteen (15) working days. The Chairperson will issue a written report to the employee and the Board setting forth findings and recommendations for the resolution of the grievance within five (5) working days of the conclusion of the investigation. The employee may accept the recommendations of the Chairperson, or file a written appeal to the Board within five (5) working days of receiving the Chairperson’s recommendation. After hearing the grievance appeal, the Board will provide the employee with a written decision within ten (10) days. The Board’s decision will be final.

**ARTICLE V – EMPLOYEE DEVELOPMENT**

Section 1 – Employee Evaluation: Personnel evaluation is closely related to employee development, promotion, and compensation. The Board will designate a Board member or supervising employee to hold regular goal-setting interviews with subordinates and regular follow-up meetings to motivate, train, and develop employees.

Section 2 - Employee Development and Training: When the Board, or a supervisor with the approval of the Board, requires that an employee attend a formal training program, SCSA#3 will pay all reasonable and pre-authorized costs associated with the training. Employees may also ask the Board for approval to attend trainings related to their position. The Board may, in its sole discretion, provide assistance to an employee who undertakes a course of study which leads to a job-related degree. In some cases irregular work schedules may be arranged as a means of accommodating class schedules.

**ARTICLE VI – SEXUAL HARRASSMENT**

Section 1 – Sexual Harassment Prohibited: SCSA#3 is committed to provide all employees
with a work environment free of sexual harassment. Sexual harassment, in any form, is unacceptable. Any employee involved in sexual harassment will be subject to discipline, including termination.

Section 2 – Documentation: If an employee feels that he/she is being subjected to any form of sexual harassment, or that the working environment contributes to sexual harassment, the employee should document specific information regarding the harassment, including: dates, times, places, specific types of harassment, and the names of any witnesses. The employee should then verbalize his/her disapproval of the actions to the harasser(s) and state that his or her actions are not welcome.

Section 3 – Grievance Procedure: If an employee feels that he/she is a victim of sexual harassment, the employee is encouraged to file a grievance in writing with the Board. The Board will hear, entertain, and resolve allegations of sexual harassment in an expedient and discreet manner once such a grievance has been filed. Once a grievance has been filed, it will be the responsibility of the Board or, if applicable, the grieving employee's supervisor (or the Board if the grievance is against the supervisor) to immediately investigate the grievance and to prevent further unwelcome behavior.

ARTICLE VII – SUBSTANCE ABUSE

Section 1 – Drug Free Workplace: SCSA#3 prohibits drug and alcohol use or impairment in the workplace to protect the public and SCSA#3’s employees. The Board may, in its discretion, test current employees and prospective employees for the presence of drugs or alcohol as a condition of hire or continued employment if it has a reasonable basis to require such testing. Any employee or prospective employee failing or refusing to take the test will not be eligible for employment, or if employed, may be subject to termination. SCSA#3 will consider as negative all confirmed positive drug and alcohol test results with a medically sufficient explanation.

Section 2 – SCSA#3 Action: Upon receipt of a verified or confirmed positive drug or alcohol test result, which indicates a violation of this policy, or upon the refusal of any employee or prospective employee to provide a sample, the Board may use that test result or refusal as the basis for all disciplinary or rehabilitative actions authorized herein, depending upon the circumstances.

Section 3 – Confidentiality: All information, interviews, reports, statements, memoranda, or test results received by SCSA#3, through this drug and alcohol testing program, are confidential communications and are not to be used or received as evidence, obtained in discovery or disclosed in any public or private proceeding, except to those having a demonstrated need to know, or in a proceeding related to an action taken by SCSA#3, or in defense of any action brought against SCSA#3, or as required by law. All testing results will be the property of SCSA#3, but test results may be released to the person who has been tested upon written request.

Section 4 – Acknowledgment: SCSA#3 will require each employee to read this policy and sign a form stating that they have received and read a copy of this policy and agree to abide by its
terms as a condition of continued employment. The signed acknowledgment will be kept in each employee’s personnel file.

ARTICLE VIII – WORKERS COMPENSATION INSURANCE

Section 1 – General: Work-related accidents are covered by the workers compensation insurance. Premiums for this coverage are paid by SCSA#3. Employees are to report any work-related accidents to the Board, or applicable supervisor designated by the Board, as soon as possible and submit a written initial injury report to the Board or supervisor as soon as possible.

Section 2 – Payments: If a claim is approved by the Utah Labor Commission, the employee's medical costs and compensation will be paid by the worker's compensation insurance in accordance with the State policy. Since SCSA#3 pays the total cost of worker's compensation insurance, an employee cannot draw paid leave while eligible for worker's compensation insurance payments.

Section 3 – Accounting for PTO Leave: The period of time an injured employee is off work and is waiting to qualify for worker's compensation insurance payments will be charged to PTO leave as selected by the employee. However, during the period an employee is eligible and receiving compensation from worker's compensation insurance, no PTO will be paid by SCSA#3.

ARTICLE IX – JOB CLASSIFICATIONS AND COMPENSATION

Section 1 – Definitions: SCSA#3 will classify all employees as follows:

1. **Full-Time**: An employee hired to work more than 30 hours per week on a regular basis in an established job.

2. **Part-time**: Employment in an established job requiring not more than 30 hours per week.

3. **Temporary**: Employment in a job established for a specific period of time or for the duration of a specific project or group of assignments. A temporary employee may work full-time or part-time with the understanding that the employment will be terminated at the conclusion of a specific time or at the completion of a specific project.

Section 2 – Compensation: The Board will conduct periodic market surveys to determine the salary range for particular job classifications and the salary, within the approved range, for particular employees based on their experience, qualifications, education, and other qualifying factors the Board deems relevant.

Section 3 – Performance Reviews: The Board will designate a Board Member or a supervisor to conduct performance reviews annually to insure quality performance, provide feedback concerning employee performance, set work performance goals for the coming year, and determine eligibility for merit raises. The Board may, in its discretion, require performance reviews more than once annually.
Section 4 – Merit Increases: The Board may, in its discretion, award merit increases in an employee’s compensation based on increased proficiency, qualifications, changes in an employee’s position or job description, or other circumstances that it deems to warrant an increase. Merit increases are not automatic but are subject to the results of an evaluation of the employee’s performance and the availability of sufficient budgeted funds.

Section 5 – Cost of Living Increases: The Board may, in its discretion, award cost-of-living increases to its employees, provided that all employees must receive the same cost of living increase.

Section 6 – Pay Periods: Unless an exception is granted by the Department of Labor, as required by the FLSA, wages are to be calculated on a weekly basis and are to be paid at least twice monthly.

Section 7 – Overtime: Any non-salaried employee who is required to work more than 40 hours during any work week will be paid for all hours in excess of 40 at the rate of one and one-half times the regular rate at which the employee is employed or, at the Board’s election, will receive compensatory time off at the rate of one and one-half hours for each hour of employment for which overtime compensation would otherwise be required by the FLSA or any other applicable law.

Section 8 – Health Insurance and Retirement: The Board may elect, in its discretion, to provide health insurance and retirement benefits to its employees.

ARTICLE X – LEAVE

Section 1 – PTO: The following schedule will be used to calculate the accrual of all PTO for employees, provided that the Board may provide additional PTO, or “time bonuses,” in excess of these amounts to employees and job candidates based on years of service, job performance, or other qualifications to incentivize or reward performance or as part of negotiations with current employees and job candidates:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Hours Earned</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 4 yrs</td>
<td>6.0 hours per pay period</td>
</tr>
<tr>
<td>4 plus - 9 yrs</td>
<td>8.0 hours per pay period</td>
</tr>
<tr>
<td>9 plus - 14 yrs</td>
<td>9.0 hours per pay period</td>
</tr>
<tr>
<td>14 plus yrs</td>
<td>11.0 hours per pay period</td>
</tr>
</tbody>
</table>

Part-time will receive 50% of these amounts.

Section 2 – Use of PTO: An employee may use any or all accrued PTO at any time subject to the approval of the Chair or their supervisor, whichever is applicable, unless the PTO is used for illness or other unexpected emergencies, in which case the employee will provide the Chair or the employee’s supervisor notice of the absence as soon as is reasonably practicable given the
circumstances. Vacations will be scheduled well in advance to meet the operating requirements of SCSA#3, and in so far as possible, the preference of the employees. Employees may roll over only 40 hours of unused PTO from one calendar year to another and any unused PTO above this amount will be forfeited. It will be the responsibility of the Board, or a designated employee, to maintain records of each PTO period used by each employee. Such records will be turned into the Board at the end of each quarter, or immediately upon the employee's termination, to be placed in the employee's official personnel records.

Section 3 – Payment of PTO Upon Termination: SCSA#3 shall pay employees the value of their unused PTO upon termination of employment commensurate with the employee’s hourly rate at the time of the employee’s termination of employment.

Section 4 – Family and Medical Leave: Employees who have worked for SCSA#3 for 1,250 hours during the previous 12 consecutive months and have been employed for at least 1 year are eligible for up to 12 work weeks of unpaid Family and Medical Leave during any 12-month period as determined by SCSA#3. SCSA#3 Chairperson or designee, may approve, based on individual circumstances, leave for employees who do not meet the “hours” or “months” eligibility requirement. Eligible employees are entitled to Family and Medical Leave in the following situations:

1. The employee has a serious health condition that makes the employee unable to perform the employee’s job.

2. The birth of an employee’s child, or placement of a child for adoption or foster care.

3. Caring for the employee’s spouse, son or daughter, or parent, who has a serious health condition.

Eligible employees are entitled to take 12 work weeks of unpaid Family and Medical Leave for these reasons in any 12-month period, which 12 month period will be determined by SCSA#3. These benefits are renewable each year but cannot be accumulated from year to year.

Before Family and Medical Leave is granted to an employee SCSA#3 will require medical certification to support a request for leave because of serious health condition, and may require second and third opinions (at the employer’s expense). A fitness for duty report to return to work will be required of all employees returning from Family and Medical Leave. The employee ordinarily must provide thirty (30) days advance notice when the leave is “foreseeable.”

The maximum 12 work weeks of Family and Medical Leave may be taken continuously or intermittently, if granted by the SCSA#3 Chairperson. Any available PTO must be used by the employee as part of the 12 work weeks as provided in the “Family and Medical Leave Act of 1993.

Employees taking Family and Medical Leave will receive health benefits under the same terms and conditions as when they were on the job. Other benefit premiums, such as life insurance, long term disability insurance and short-term disability insurance must be paid by the employee.
Employees are guaranteed the right to return from Family and Medical Leave to their previous or an equivalent position with no loss of benefits at the end of the leave. If there are layoffs or reductions in force while the employee is on Family and Medical Leave, and they would have lost their job had they remained, the employee loses their rights to reinstatement.

Section 4 – Leave of Absence: Leave of absence without pay or benefits up to 120 days may be granted by the Board. Leave of absence will not be regarded as an acquired right by an employee. Requests for a leave of absence will be made in writing and addressed to the Board. After the Board has made a decision, it will respond to the employee in writing stating the reasons for said decision. Benefits will not accrue while on leave of absence.

Section 5 – Paid Holidays: The following days have been designated by SCSA#3 as paid holidays:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Memorial Day
5. Juneteenth
6. Fourth of July (Independence Day)
7. Pioneer Day
8. Labor Day
9. Veterans' Day
10. Thanksgiving Day
11. Christmas Day

ARTICLE XI – ETHICS

Section 1 – Application of the Utah Public Officers’ and Employee’s Ethics Act: The requirements of the Ethics Act are applicable to the employees and Board Members. The definitions included in the Act are incorporated by reference.

Section 2 – Gratuities: Acceptance of gratuities, whether in the form of a gift, compensation or a loan, may cloud the ethical judgment of an employee, contractor, or Board member and violate the Ethics Act. District employees and Board members will not seek or accept gratuities except under circumstances allowed by the Ethics Act such as proper political campaign contributions, bona fide loans made in the ordinary course of business, public awards or an occasional non-pecuniary gift having a value of $50.00 or less.

Section 3 – Conflicts of Interest: No employee, contractor, or Board member of SCSA#3 may invest in any business entity which will create a substantial conflict between the private interests and public duties of the employee, contractor, or Board member.

Section 4 – Penalties: Any employee or Board member of SCSA#3 who knowingly or intentionally violates the Ethics Act may be dismissed from employment or removed from office and may also face criminal penalties as provided in Utah Code Ann. § 67-16-12. In addition,
SCSA#3 may rescind or void a contract entered into in violation of the Act, including contracts and subcontracts with independent contractors without returning any part of the consideration SCSA#3 has received, as provided in Utah Code Ann.§ 67-16-14.

Section 5 – Hatch Act: Since none of SCSA#3’s current activities are financed by loans or grants made by the United States or a federal agency, it is believed that the Hatch Act, 5 U.S.C. §§ 1501 through 1508, is not applicable to SCAS#3 employees. As such, SCSA#3 employees may be candidates for elective office other than Board member, and their rights to be candidates and to be politically active are governed by state, rather than federal, law. Should, however, it subsequently be determined that the Hatch Act is applicable to SCSA#3 employees, those employees will be expected to comply with the Hatch Act, particularly Section 1502.

ARTICLE XII – GLOBAL GOVERNANCE-MANAGEMENT CONNECTION AND UNITY OF CONTROL

Decisions or instructions of individual Board members, officers or committees are not binding on the SCSA#3 staff except when the Board has specifically authorized such exercise of authority by individuals or committees.

ARTICLE XIII – BOARD OVERSIGHT

The Board manages the operation of the organization. All authority over and accountability of staff and contractors are considered to be the responsibility of the Board.

ARTICLE XIV – TREATMENT OF CONSTITUENTS/OTHERS

   Section 1 – General: With respect to interactions with constituents and others, SCSA#3 employees and independent contractors will not cause or allow conditions, procedures, actions or decisions which are unlawful, unethical, unsafe, disrespectful, disruptive, undignified, imprudent, or in violation of Board policy. Accordingly, SCSA#3 Board members, employees, and independent contractors will not:

1. Fail to develop and maintain positive relationships with constituents, public agencies and officials, contractors, service providers, insurers, consultants and others to effect the exchange of information, resources, programs and ideas to ensure the best interests of the public.

2. Fail to recommend policies and procedures to the Board that ensure compliance with all federal and state regulations and local laws.

3. Fail to provide for effective handling of complaints; including but not limited to prohibiting or making it difficult for a constituent to present a complaint to the Board if resolution has not been reached at the employee or independent contractor level.

4. Fail to disclose the opportunity to leverage relationships with other entities that share interests with the SCSA#3.
5. Use methods of collecting, reviewing, transmitting or storing information that fail to protect confidential information.

Section 2 – Financial Management: With respect to the actual, ongoing condition of the SCSA#3’s financial health, the Board, employees, or independent contractors will not cause or allow a material deviation from the policies adopted by the Board, cause or allow any fiscal condition that is inconsistent with achieving the Board’s directives, fail to exercise due and prudent care, or place the long term financial health of the organization in jeopardy. Accordingly, the SCSA#3 Board, employees, or independent contractors may not:

1. Expend more funds than are conservatively projected to be received in the fiscal year, unless revenues are made available from unrestricted net assets, or other reserves in excess of minimum fund balances, as approved by the Board.

2. Indebt the organization or create obligations beyond the SCSA#3’s anticipated revenues.

3. Fail to meet obligations in a timely manner.

4. Fail to continually review expenditures and effectiveness of budgetary controls of the SCSA#3 and present to the Board quarterly financial reports.

5. Allow reports or filings required by any local, state or federal agency to be overdue or inaccurately filed.

6. Expend any funds without disclosing to the Board any conflict of interest or fail to annually provide a conflict of interest report to the Board.

7. Fail to aggressively pursue receivables after a reasonable grace period.

8. Fail to keep complete and accurate financial records on a modified accrual basis by fund type and accounts in accordance with GAAP.

9. Receive, process or disburse funds under controls that are inconsistent with GAAP.

10. Violate SCSA#3’s purchasing policy. Splitting orders to avoid this limit is not acceptable.

11. Change fee structures without properly executed public notice, public hearings and Board approval.

12. Use any long term reserves without the express consent of the Board.

13. Develop or administer any program that leverages the benefit of any individual SCSA#3 Board or staff member.
14. Fail to make an annual presentation to the Board of the SCSA#3’s goals, budget and activities.

Section 3 – Asset Protection: The Board, staff or contractors will not allow SCSA#3 assets to be unprotected, inadequately maintained, inappropriately used or unnecessarily risked. Accordingly, the SCSA#3 Board, staff or contractors will not:

1. Fail to insure adequately against theft and casualty and maintain adequate liability protection for SCSA#3 Board members, staff and the SCSA#3 itself.

2. Unnecessarily expose the SCSA#3, the Board or staff to claims of liability.

3. Fail to obtain insurance coverage against theft and property losses to 100 percent of replacement value.

4. Allow personnel access to material amounts of funds or fail to manage each major fund of the SCSA#3, and closely supervise those having the care, management, collection, or distribution of public monies belonging to the SCSA#3.

5. Subject facilities and equipment to improper wear and tear or insufficient maintenance.

6. Make any purchase without strict compliance with SCSA#3 purchasing policies and procedures.

7. Receive, process or disburse funds under controls which are insufficient to meet the compliance standards of the SCSA#3’s Independent Auditor.

8. Invest or hold funds in instruments that are non-compliant with the State Money Management Act.

9. Fail to protect public records, SCSA#3 information and files from loss or significant damage.

10. Acquire, encumber or dispose of real property without a recommendation from the Board and approval of the County Council.

11. Fail to maintain a minimum general fund balance of 50% of the current year’s property tax collections, unless authorized by the Board; nor allow the general fund balance to exceed 100% of the current year’s property tax collections.

12. Fail to manage SCSA#3 assets in compliance with GASB Statement No. 34, and the asset capitalization policy adopted by the Board.

13. Endanger the organization’s public image or credibility, particularly in ways that would hinder its purpose, mission and values.
Section 4 – Communication and Support to the Board: The SCSA#3 staff and contractors will give the Board as much information as necessary to allow the SCSA#3 Board to be adequately informed and supported in their work. Accordingly, the SCSA#3 staff and contractors will:

1. Submit monitoring data required by the Board in a timely, accurate and understandable fashion, directly addressing provisions of the Board policies being monitored and including the staffs’ or contractors’ interpretations.

2. Advise the Board in a timely manner of trends, facts and information relevant to the Board’s work.

3. Advise the Board of significant transfers of money within funds or other changes substantially affecting the organization’s financial condition.

4. Advise the Board of changes in assumptions upon which Board policy has been established.

5. Provide for the Board as many staff and external points of view and opinions as needed for fully informed Board decisions.

6. Advise the Board if, the Board or individual members are not in compliance with the Board’s policies, particularly in the case of Board or Board member behavior that is detrimental to the work relationship between the Board and the SCSA#3 Chair.

7. Provide a mechanism for official Board, officer or committee communication.

8. Work with the Board as a whole except when:
   a. Fulfilling reasonable individual requests for information.
   b. Working with officers or committees duly charged by the Board.
   c. Communicating with the Board Chairperson.

9. Report in a timely manner any actual or anticipated noncompliance with any Board or other policy.

10. Supply sufficient information about items on the agenda to enable Chairs of the Board to make informed decisions.

11. Provide to Board members a draft copy of Board meeting minutes within twenty (20) working days after each meeting.

12. Provide electronic notice to Board members, including a proposed agenda and related information at least five days prior to a scheduled Board meeting.
13. Supply for the consent agenda all items delegated to the Chair, yet required by law or contract to be Board-approved, along with monitoring assurance.

ARTICLE XV – ACCEPTABLE USE POLICY

Section 1 – General: This acceptable use policy constitutes a “written policy of the public servant’s entity” for the purposes of Utah Code Ann. § 76-8-402(1)(a)(iii).

Section 2 – Authorization: Public servants are authorized to use SCSA#3 public property for personal use as provided in this Article.

Section 3 – Guidelines: Public servants are encouraged to use SCSA#3 public property of in a manner that complies with the following:

1. The use does not damage the public property;
2. The use does not cost SCSA#3 more than $2,500.00;
3. The use does not interfere with use of the public property as intended for the public use; and
4. The use allows public servants who have been authorized, formally or informally, to use SCSA# equipment for personal use to do so in accordance with state laws.

Section 4 – Warnings: If the Board, a Board member, or SCSA#3 supervisor believes that a public servant is using public property in a manner contrary to the guidelines set forth in Article XV, Section 3, the Board, Board members, or supervisor will give the public servant a written statement that describes the public servant’s improper use of SCSA#3 public property and informs the public servant that he or she should immediately stop using the public property in a manner that is contrary to the guidelines.

Section 5 – Repeat Violations: A public servant will violate this Article if he or she:

1. Receives a warning under Section 4 of this Article that is not appealed or is upheld by the Board; and
2. Uses public property in the same or in a substantially similar manner as set forth in the previously issued warning within a year of that warning.

Section 6 – Demand for Payment: If a public servant violates this Article, SCSA#3 will demand in writing that the applicable public servant repay the full cost of his or use personal use of public property. Any written demand that SCSA#3 issues under this Section must include the total amount owing, an explanation of how SCSA#3 calculated the amount owing, and a deadline for the public servant to repay the amount owing. The public servant’s use of the public property will be deemed to be unauthorized if the public servant does not repay the amount owing within
the time allotted in the written demand. Provided, however, that a public servant may respond to a written demand by requesting a re-payment schedule, which request the Board, in its sole discretion may approve or deny. If the Board establishes a re-payment schedule, failure of the public servant to comply with that re-payment schedule will constitute the unauthorized use of SCSA#3 public property.

**Section 7 – Appeals:** A public servant may appeal a warning or demand for payment issued under this Article to the Board if the public servant believes the warning or demand for payment is in error or is otherwise improper under this Article or applicable law. The public servant must file a written appeal with the Board within 10 days of the public servant’s receipt of the warning or demand for payment. The Board will hear the appeal at its next regularly scheduled meeting or, in its discretion, hold a special meeting to hear the appeal. When hearing an appeal filed under this Section, the Board will review the warning or demand for payment de novo along with any information or evidence provided by the public servant. The public servant will bear the burden of proof of showing by a preponderance of the evidence that the warning or demand for payment is in error. The Board will issue a written decision explaining the reasoning for its decision and will provide the public servant with a copy of its decision, provided that any decision issued under this Section must include the following disclaimer: “This decision pertains to an internal SCSA#3 employment matter and does not constitute evidence of any criminal wrongdoing.”

**Section 8 – Disciplinary Action:**

1. A public servant who violates this Article will be subject to all applicable disciplinary actions set forth in this Policy and may be subject to civil and criminal penalties under Utah and federal law, depending on the circumstances, provided:

   a. If an independent contractor violates this Article, such violation will constitute grounds for SCSA#3 to rescind or void a contract entered into with that independent contractor;

   b. A Board member who violates this Article may be subject to civil and criminal penalties, including but not limited to disqualification from office pursuant to Utah Code Ann. § 76-8-404; and

   c. The Board may, in its discretion, refer violations under this Article to the appropriate law enforcement authorities if the Board has reason to believe that a public servant has committed a crime.

**Section 8 – Repealer:** All SCSA#3 policies are hereby repealed and replaced to the limited extent that they contradict or interfere with this Article. This Article, however, does not supersede any federal contracts or laws, State contracts or laws, or contracts with third parties that SCSA#3 may have executed regarding the use of its public property.
Section 5

Operations Manager
Median Household Income Survey
Information Needed

✔ List of all customers with their physical and mailing address

❖ Identify commercial, vacant homes/lots, multi-units such as mobile home parks, apartments

✔ Community/System Letterhead

✔ Service Boundary area map

✔ Project description, the importance of the survey

✔ Translation
Income Survey Basics

- Introductory Letter
- 1st Survey Mailing
- 2nd Survey Mailing
- 3rd Survey Mailing
- Door to Door
Introductory Letter

This letter explains:

- Who the survey is for
- Why the survey is being conducted
- The survey is confidential
- To expect a survey form in the coming days
- Who to contact with questions
Confidential Survey Form

- Confidential survey number
- Type of parcel: commercial business, primary residence, vacation home, vacant home, vacant lot or vacation rental (Air B&B)
- How many people reside at the household including children and adults
- Household income (includes definition)
- Signature, address and date
First Survey

Mailing Includes:

- First survey letter explaining:
  - The same information provided in the intro letter
  - The timeframe to complete the form

- Survey form

- Postage-paid return envelope
Second Survey

Only sent to the non-responders from the first survey

Mailing Includes:

- Second survey letter explaining:
  - All information from the first survey letter
  - Next steps (another mailing or door-to-door)

- Survey form

- Postage-paid return envelope
We Need Your Help

Service Area #3 to educate the community

- Community Meeting
- Flyers
- Phone Calls
- Emails
- Website
- Bulletin/Community Board
- Door to Door
- No Cost to Community or Service Area
We Need Your Help

Encourage customers to return the surveys

- Follow up calls
- Email Reminders
- Community Board
- Repeat flyers
We Need Your Help

Be ready to answer questions

- The survey dates
- The survey is confidential
- RCAC’s contact information to direct questions to us
- To reassure customers if they receive a duplicate survey
Survey Mailing Schedule

- Date of introductory letter
- First survey is mailed out one week later
- Second survey is mailed out 15-21 days later
- Will a third survey be necessary, or will a door-to-door achieve a better result?
Section 6

Roads and Trails
Section 7

Water
February 15, 2023

Summit County Service Area #3

Attention: Vince Pao-Borjigin, Vice Chair
629 E. Parkway Drive, Suite 1
Park City, Utah 84098
vince@scsa3.org

Subject: Proposal – Well Siting Study
Silver Creek Area, Summit County, Utah
for Summit County Service Area #3

Dear Mr. Pao-Borjigin:

Loughlin Water Associates, LLC (Loughlin Water) is grateful for the opportunity to help Summit County Service Area #3 (Service Area #3) select a location for a new Public Water System (PWS) well in the Silver Creek area of Summit County, Utah. We prepared our proposal in response to your request.

BACKGROUND

Service Area #3 is Utah Division of Drinking Water (DDW) Public Water System (PWS) #22105 and provides drinking water to the Silver Creek area of Summit County, Utah. Service Area #3 has two active sources of drinking water: (1) the District Well (WS001), constructed in 1964 and (2) the Greenfield Well (WS002), constructed in 2003.

Service Area #3 pumps the District Well at about 170 gallons per minute (gpm). The District Well is about 666 feet deep and draws groundwater from perforated intervals between 100 and 666 feet below ground surface (bgs). Service Area #3 produced about 60 acre-feet from the District Well during 2021.

Service Area #3 pumps Greenfield Well at about 280 gpm. The Greenfield Well is about 821 feet deep and draws groundwater from well screens set between about 340 to 600 feet (upper screened interval) and about 640 to 780 feet bgs (lower screened interval). Service Area #3 produced about 25 acre-feet from the Greenfield Well during 2021.

We understand that Service Area #3 seeks to site, design, permit, and construct a new PWS well:

- Capable of producing 250 gpm;
- Located in the Silver Creek area; and
OBJECTIVE AND SCOPE OF SERVICES

We propose the following scope of services to help Service Area #3 locate a new PWS well:

- Review available geologic and hydrogeologic information for the area;
- Identify and assess area water wells including their yields, depths, aquifers, water quality, and other properties;
- Identify and assess potential target aquifers;
- Assess the likely depth and potential yield and water quality of a well located in the three subareas identified by Service Area #3; and
- Summarize our findings in a letter report.

We assume that Service Area #3 will provide:

- Preferred areas to locate a new well;
- Desired yield of new well;
- Access to the potential well locations.; and
- Other information or assistance to help us complete our study.

TERMS AND CONDITIONS AND FEE

We will perform our services on a time-and-expense basis in accordance with the attached terms and conditions. Our fee to provide the scope of services outlined herein will not exceed $8,900 without your authorization.

Your acceptance of the proposed scope of services, fees, terms and conditions and your authorization for us to proceed with the scope of services described herein may be indicated by the signature of an authorized representative of Summit County Service Area #3 in the space provided on the signature page of this proposal.

Please print two copies, sign both and return one of the executed copies to Loughlin Water for authorization to proceed.

SCHEDULE

Loughlin Water is prepared to initiate the proposed scope of services following our receipt of written authorization to proceed.
If you have any questions or need more information, please do not hesitate to call us at (435) 649-4005 (office).

Loughlin Water Associates, LLC

William D. Loughlin, P.G.
Manager, Principal Hydrogeologist

Summit County Service Area #3 agrees to the scope of services, fees, and terms and conditions described herein.

By: ______________________
Title: ______________________
Date: ______________________

Attachments: Terms and Conditions

CC: Joe Santos – Rimrock Engineering and Development
TERMS AND CONDITIONS

Services. This Agreement is entered into between Client and Loughlin Water Associates, LLC (“Consultant”) wherein Client engages Consultant to provide professional services (“Services”).

Invoicing and Payment. Invoices will be submitted no less than monthly and will include the charges incurred during the preceding accounting period. Payment is due within thirty (30) days of the invoice date. Payments made after 30 days incur a late payment fee of 1.5 percent per month.

Fixed Fee Cost and Schedule. Consultant will work on a best-efforts basis to accomplish client’s objectives within the cost and schedule estimates provided in the proposal. These estimates are based on Consultant’s best judgment of requirements known at the time the proposal is prepared, requirements which can be influenced by changes in the work scope, client schedule demands, and other unforeseen circumstances. If schedule or scope of services is expected to change, Consultant will notify the client with a change order request for the client’s consideration.

Time-and-Expense Cost Estimate and Schedule. Consultant will work on a best-efforts basis to accomplish client’s objectives within the cost and schedule estimates provided in the proposal. These estimates are based on Consultant’s best judgment of requirements known at the time the proposal is prepared, requirements which can be influenced by changes in the work scope, client schedule demands, and other unforeseen circumstances. If schedule or costs are expected to exceed the proposed estimates, Consultant will notify the client before incurring additional costs on the client’s behalf. In the situation where Consultant notifies the client in advance that the schedule or the costs are expected to exceed the proposed estimates, the client will have three options: 1) authorize additional funds so that Consultant can complete the work as currently defined; 2) redefine the scope of work to stay within the remaining funds; or 3) stop work at a specific expenditure level, with no further obligation or liability to either party except for payment for work performed.

Standard of Care. Consultant will strive to perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the consultant’s profession practicing in the same locality under similar circumstances at the time the services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

Limitation of Liability. Consultant’s potential liability to Client and others is grossly disproportionate to Consultant’s fee due to the size, scope, and value of the Project. Therefore, unless Client and Consultant otherwise agree in writing in consideration for an increase in Consultant’s fee, Client, including its directors, officers, partners, employees, agents, contractors and their respective assigns, agree to limit Consultant’s liability (whether arising from contract, statutory violation or tort) to the greater of $10,000 or the amount of Consultant’s fee. This limitation of liability shall apply to all phases of Services performed in connection with this Project, whether subsequent to or prior to the execution of this Agreement. In no event shall Consultant be liable for consequential, incidental or special damages.

Indemnification. Consultant and Client each agree to defend, indemnify and hold harmless the other from any claim, damage or liability for injury, loss, cost or expense, including, but not limited to reasonable attorney’s fees in defending such matters and in enforcing the terms of this paragraph to the extent such claims or damages result directly or indirectly from the negligent actions or willful misconduct of each party. Neither party shall indemnify the other against liability of damages to the extent caused by the negligence or willful misconduct of the other.

Ownership of Documents. Services provided under this Agreement, including all reports, information, recommendations, or opinions (“Reports”) prepared or issued by Consultant, are for the exclusive use and benefit of Client or its agents in connection with the project, are not intended to inform, guide or otherwise influence any other entities or persons other than Client or its agents for any purpose other than the project. Client will not distribute or convey such Reports to any other persons or entities without Consultant’s prior written consent which shall include a release of Consultant from liability and indemnification by the third party. Consultant’s Reports, boring logs, maps, field data, drawings, test results and other work products are part of Consultant’s professional services, do not constitute goods or products and are copyright works of Consultant. However, such copyright is not intended to limit the Client’s use of its work product in connection with the project.

Site Access. Client shall secure the permission necessary to allow Consultant’s personnel and equipment access to the project site at no cost to Consultant. Consultant will take reasonable precautions to minimize damage to the Site from its efforts. Consultant will retain responsibility for damage to owner’s property to the extent damage occurs due to Consultant’s negligence. Consultant and Client acknowledge that, in the performance of Services some damage may occur and is the responsibility of Client, or at Client’s direction the damage may be corrected by Consultant and billed to Client at cost. However, damage which exceeds that normally to be expected, based on current industry standards, shall remain the responsibility of Consultant. Client shall be responsible for correctly designating the location of all property lines of the project site and all subsurface installations, such as pipes, tanks, cables, electrical lines, telephone lines and utilities within the project site, unless otherwise agreed in writing.
February 15, 2023

Summit County Service Area #3
Attention: Vince Pao-Borjigin, Vice Chair
629 E. Parkway Drive, Suite 1
Park City, Utah 84098
vince@scsa3.org

Subject: Proposal – Well Siting Study
Silver Creek Area, Summit County, Utah
for Summit County Service Area #3

Dear Mr. Pao-Borjigin:

Loughlin Water Associates, LLC (Loughlin Water) is grateful for the opportunity to help Summit County Service Area #3 (Service Area #3) select a location for a new Public Water System (PWS) well in the Silver Creek area of Summit County, Utah. We prepared our proposal in response to your request.

BACKGROUND

Service Area #3 is Utah Division of Drinking Water (DDW) Public Water System (PWS) #22105 and provides drinking water to the Silver Creek area of Summit County, Utah. Service Area #3 has two active sources of drinking water: (1) the District Well (WS001), constructed in 1964 and (2) the Greenfield Well (WS002), constructed in 2003.

Service Area #3 pumps the District Well at about 170 gallons per minute (gpm). The District Well is about 666 feet deep and draws groundwater from perforated intervals between 100 and 666 feet below ground surface (bgs). Service Area #3 produced about 60 acre-feet from the District Well during 2021.

Service Area #3 pumps Greenfield Well at about 280 gpm. The Greenfield Well is about 821 feet deep and draws groundwater from well screens set between about 340 to 600 feet (upper screened interval) and about 640 to 780 feet bgs (lower screened interval). Service Area #3 produced about 25 acre-feet from the Greenfield Well during 2021.

We understand that Service Area #3 seeks to site, design, permit, and construct a new PWS well:

- Capable of producing 250 gpm;
- Located in the Silver Creek area; and
OBJECTIVE AND SCOPE OF SERVICES

We propose the following scope of services to help Service Area #3 locate a new PWS well:

- Review available geologic and hydrogeologic information for the area;
- Identify and assess area water wells including their yields, depths, aquifers, water quality, and other properties;
- Identify and assess potential target aquifers;
- Assess the likely depth and potential yield and water quality of a well located in the three subareas identified by Service Area #3; and
- Summarize our findings in a letter report.

We assume that Service Area #3 will provide:

- Preferred areas to locate a new well;
- Desired yield of new well;
- Access to the potential well locations.; and
- Other information or assistance to help us complete our study.

TERMS AND CONDITIONS AND FEE

We will perform our services on a time-and-expense basis in accordance with the attached terms and conditions. Our fee to provide the scope of services outlined herein will not exceed $8,900 without your authorization.

Your acceptance of the proposed scope of services, fees, terms and conditions and your authorization for us to proceed with the scope of services described herein may be indicated by the signature of an authorized representative of Summit County Service Area #3 in the space provided on the signature page of this proposal.

Please print two copies, sign both and return one of the executed copies to Loughlin Water for authorization to proceed.

SCHEDULE

Loughlin Water is prepared to initiate the proposed scope of services following our receipt of written authorization to proceed.
If you have any questions or need more information, please do not hesitate to call us at (435) 649-4005 (office).

Loughlin Water Associates, LLC

William D. Loughlin, P.G.
Manager, Principal Hydrogeologist

Summit County Service Area #3 agrees to the scope of services, fees, and terms and conditions described herein.

By: ______________________
Title: _____________________
Date: _____________________

Attachments: Terms and Conditions

CC: Joe Santos – Rimrock Engineering and Development
TERMS AND CONDITIONS

Services. This Agreement is entered into between Client and Loughlin Water Associates, LLC (“Consultant”) wherein Client engages Consultant to provide professional services (“Services”).

Invoicing and Payment. Invoices will be submitted no less than monthly and will include the charges incurred during the preceding accounting period. Payment is due within thirty (30) days of the invoice date. Payments made after 30 days incur a late payment fee of 1.5 percent per month.

Fixed Fee Cost and Schedule. Consultant will work on a best-efforts basis to accomplish client’s objectives within the cost and schedule estimates provided in the proposal. These estimates are based on Consultant’s best judgment of requirements known at the time the proposal is prepared, requirements which can be influenced by changes in the work scope, client schedule demands, and other unforeseen circumstances. If the schedule or scope of services is expected to change, Consultant will notify the client with a change order request for the client’s consideration.

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Prp23-ServiceArea#3-WellSitingStudy
### PROJECT DESCRIPTION:
Professional Engineering & Surveying services required to complete certified topographic survey, geotechnical study, tank design, site/grading plan that will meet Utah State Division of Drinking Water requirements and achieve approval for construction and submit to Summit County for building permit.

### SCOPE OF SERVICES:

#### 100 FUNDING ASSISTANCE

- **101 Funding Assistance**
  - Assist with funding applications, attendance of meetings with funding agencies, adhere to funding requirements.
  - $0.00

- **101 Conceptual Design**
  - Conceptual design will include sizing of the tank, locating the tank (elevation of tank), connectivity with existing system, anticipated costs of construction.
  - $2,250.00

#### 200 PRE-DESIGN

- **201 Certified Topographic Map**
  - Research for the subject parcels and all adjoining parcels, locate controlling monuments, and all occupation lines.
  - Locate all existing features and visible utilities within the subject parcels.
  - Generate CAD drawing for use to generate conceptual site plan, final site plan and construction drawing including access(s) and piping alignments.
  - $4,750.00

- **202 Weather Fee**
  - To complete topographic survey while snow is on ground to cover extra trip to get detailed information.
  - $780.00

- **203 Geotechnical Study**
  - Geotechnical study and report will consist of field investigations, test pits, drilling, lab work and writing the final geotechnical report. This report will include maps, test pit/drilling locations and logs, geotechnical hazard analysis and recommendations on design and construction requirements of the tank.
  - $7,650.00

- **access to property with drill rig**

#### 300 DESIGN

- **301 Sizing and Location of Tank**
  - Complete study of sizing and location/elevation of new tank.
  - $1,850.00

- **302 Design of Concrete Storage Tank including Structural Calculations**
  - Complete all design and construction plans of storage tank including floor, footings, walls, columns, piping, access, and appertinances including the structural calculations and certifications.
  - $24,600.00

- **303 Waterline Alignment and Connection(s)**
  - Complete design of waterline locations, connection points and valving, including valve vault is deemed desirable.
  - $2,400.00

- **304 Site Plan**
  - Generate a site plan including location of tank, piping, access routes, parking, general grading and drainage.
  - $3,600.00

- **305 Grading and Drainage Plan**
  - Create a grading and drainage plan based off the site plan to incorporate Summit County stormwater retention/detention design requirements.
  - $4,500.00

- **306 Erosion Control Plan**
  - Generate a plan for perimeter erosion controls, stabilized construction access(s), and protection measures of adjoining drainage features including general details.
  - $900.00

- **307 Construction Mitigation Plan**
  - Produce a site specific plan showing location of dumpster, portable toilets, materials storage, parking with appropriate notes and general details per County requirements.
  - $900.00
### 400 BIDDING ASSISTANCE

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>401</td>
<td>Prepare contract documents and specifications.</td>
<td>$1,750.00</td>
</tr>
<tr>
<td>402</td>
<td>Assist with bidding questions and attend bid opening.</td>
<td>$650.00</td>
</tr>
<tr>
<td>403</td>
<td>Assist with contractor selection.</td>
<td>$330.00</td>
</tr>
</tbody>
</table>

**TOTAL** $56,910.00

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### OUT OF SCOPE OF SERVICES (can be completed by agreed upon Time & Materials or separate agreements):
- Construction Management (be determined upon completion of conceptual design)
- Construction Staking (included in Construction Management to TBD)
- As-built / Record Drawings (included in Construction Management TBD)
- SWPPP & NOI (responsibility of Contractor)
- Record of Survey, Platting & Easement (TBD upon location of tank, access(s) and easments)

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### SERVICES NOT INCLUDED:

This proposal is limited solely to the scope of service contained herein.
- Submittal fees and all other County fees will be the responsibility of the Owner

2/17/2023
Board of Trustees meeting

Closed Session
Board of Trustees meeting

Adjournment

next scheduled meeting
March 21, 2023