To: Summit County Council

From: Brian Hanton, District Director
Megan Suhadolc, District Administrator
Melissa O’Brien, Planning & Legal Affairs Manager

Date: January 16, 2020

Re: Discussion and Possible Adoption of Amendments to the Snyderville Basin Special Recreation District’s Policies & Procedures, Personnel Policies and Operational Policies

*****

Background
In 2016, the Snyderville Basin Special Recreation District (“Basin Recreation” or the “District”) filed its (1) Policies and Procedures, (2) Personnel Policies, and (3) Operational Policies with the Summit County Council for approval. Instruction was given to evaluate the policies annually and bring any recommended changes first to the District’s Administrative Control Board for recommendation and then to the County. Up-to-date Policies and Procedures and Operational Policies are publicly available on the District’s website. Up-to-date Personnel Policies are available on the District’s internal employment website.

On December 5, 2019, the District Board voted to forward a positive recommendation to the County Council to approve the proposed changes as described below.

Discussion
This memorandum is accompanied by redlined versions of each set of policies with the requested language.

District Policies and Procedures
Basin Recreation is recommending the following changes to the District Policies and Procedures. At the request of a Board member the last review cycle, mention of County Council was clarified throughout to show that it is the Governing Body (where appropriate). In addition, changes have been made throughout to ensure consistency in short-forming names. The following changes have been provided to Dave Thomas for review.
1. **Introduction**: The District’s mission and vision have been changed. The values remain the same.¹

2. **Chapter 1; Legal Authority**: As the architecture of the Purpose, Mission and Values is proposed to be changed, a description of the District’s general purpose has been added in this section. Purpose has been struck throughout the remainder of the document.

3. **Chapter 1; Tax Identification**: The website for the Utah State Tax Commission has been updated; all references to Business Manager have been changed to District Administrator to reflect the accurate title.

4. **Chapter 2 (Administrative Control Board Rules & Regulations); Article II (Purpose of the SBSRD Administrative Control Board); Section 3**: Changes have been made to the District’s mission and vision.

5. **Chapter 2 (Administrative Control Board Rules & Regulations); Article III (Membership of the SBSRD Administrative Control Board); Sections 4 and 8**: Language was changed to clarify that a new (or re-appointed existing member) of the Board will take office after taking the oath of office. Language was deleted that required provision of a Form 1099 to align with operations.

6. **Chapter 2 (Administrative Control Board Rules & Regulations); Article VII (Amendments to the Rules and Regulations); Section 2**: The timing by which Staff provides proposed amendments has been changed to make consistent with the issuance of Board packets.

7. **Chapter 2 (Administrative Control Board Rules & Regulations); Article VIII (Conflict of Interest); Section 2**: Language was added to provide that each Board member will submit any potential conflicts of interest annually to be consistent with current procedures and Chapter 7, GP-10.

8. **Chapter 3 (Relation of SBSRD to Other Agencies); Section II (Summit County Planning and Building); C.**: Language about the Recreation and Trails Master Planning documents was made more flexible to allow for separation of the documents and regular updates.

9. **Chapter 3 (Relation of SBSRD to Other Agencies); Section IV (Other Agencies); B**: Dates of amendments to the Joint Use Agreement were added.

10. **Chapter 4 (Open and Public Meetings); Section VI (Application of this Policy); A (Emergency Meetings)**: Reference to the Bylaws was deleted as the Policies and Procedures serve as bylaws. Emergency meetings shall be noticed in accordance with State law.

11. **Chapter 5 (Records Access and Management Policy (GRAMA)); Section 3 (Compliance with State Law)**: Section titles were amended to be consistent with current law.

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¹ Should the Council ultimately approve the mission and vision amendments, Basin Recreation will start incorporating the new mission and vision in its other documents. For instance, such will need to be updated in the Trails Master Plan and Trail Design Standards.
12. Chapter 5 (Records Access and Management Policy (GRAMA)); Section 8 (Designation, Classification and Retention); D: Retention schedules were changed slightly to reflect the State retention schedule.

13. Chapter 5 (Records Access and Management Policy (GRAMA)); Section 15 (Records Officer): Language was added to make clear that the Records Officer would receive certification from the State.

14. Chapter 7 (Governance Process); GP-1 (Governance Commitment) and GP-2 (Governing Style): Changes were made to reflect the new mission/vision architecture.

15. Chapter 9 (Executive Limitations); EL-9 (Asset Protection): Changes were made to allow flexibility consistent with State law with regard to general fund balances. The Board discussed whether or not a minimum general fund balance was prudent or if reference to State law was sufficient and asked Staff to follow up with the District’s Auditor and Dave Thomas. Per Greg Ogden, the State has imposed a 5%-of-revenues minimum. The Board decided to reference state law for flexibility. Changes were made to reflect the new mission/vision architecture.

16. Chapter 10 (Ends Policies); E-1 (Purpose and Mission of Snyderville Basin Special Recreation District): Changes were made to reflect the new mission/vision architecture.

17. Chapter 11 (Budgetary/Fiscal Policies); Section III (Accounting and Internal Controls); n (Financial Records): Retention schedules were changed slightly to reflect the State retention schedule.

18. Chapter 11 (Budgetary/Fiscal Policies); Section VI (Reporting); F (Continuing Disclosure): Website references have been updated.

District Personnel Policies
Changes have been made throughout to implement consistent nomenclature – i.e. “department head” has been changed to “department manager,” “Personnel Manager” has been changed to “Personnel Director,” “District business office” has been changed to “District Administrative office.” The below changes have been discussed with Brian Bellamy and Jami Brackin.

1. Section 1 (Personnel System Provisions); B (Functions of the Manual); 3: Language was amended to make it the responsibility of the District Director to disseminate any new policy information.

2. Section 2 (Equal Employment Opportunity); D (Nepotism): This section has been updated to include household members following legislation that required such.

3. Section 3 (Administration); E (Official Personnel Records): Changes removed the Personnel Director from the list of recipients of personnel record changes and added the District Administrator.
4. **Section 4 (Position Management); B (Job Description):** Modifications clarify that any necessary verification will be conducted by the District Administrator, as opposed to the Personnel Director.

5. **Section 4 (Position Management); D (Reclassification):** Modification clarifies that any analysis to determine reclassification eligibility would be conducted by the District Administrator, as opposed to the Personnel Director. Changes further clarify that the Personnel Committee will assist in reviewing and finalizing the job description.

6. **Section 5 (Hiring for New and Vacant Positions); F (Hiring Procedures):** Changes clarify that current employees must apply for a new job through the normal process within seven days of the posting date. Changes allow for a designee of the District Administrator to receive and do an initial review of applications.

7. **Section 5 (Hiring for New and Vacant Positions); G (Employee Induction):** Changes make the policy consistent with how orientation processes are operationally handled.

8. **Section 6 (Employment Status); E (Part-time Employees):** Language has been removed to account for those employees that work in different positions.

9. **Section 7 (Personnel Actions); F (Resignation):** Changes have been made to clarify responsibilities in the case of a resignation.

10. **Section 8 (Compensation); G (Separation Pay):** Language has been added to clarify that retirement is not paid on vacation payouts.

11. **Section 8 (Compensation); M (Additional Assignment):** A section was added similar to that approved at the County level to allow for the situation when the District Director sees the need to provide employee oversight or expertise to projects beyond the scope of the employee’s regular duties.

12. **Section 8 (Compensation); (now O) (Performance/Incentive Awards & Bonuses):** Any nomination for an instant bonus shall be included in the employee’s personnel file. Language was clarified to provide that an employee’s most recent performance evaluation must be at least above the District average to qualify for a merit bonus.

13. **Section 9 (Fringe Benefits); F (Vacation):** Language was added to allow for modification of the vacation schedule at hire based on relevant previous experience.

14. **Section 9 (Fringe Benefits); G (Sick Leave); 4:** Language was changed to provide that notification of the use of sick leave is made to an employee’s immediate supervisor.

15. **Section 9 (Fringe Benefits); N (Family & Medical Leave Without Pay):** Language was added to clarify how the District defines the 12-month FMLA period.

16. **Section 9 (Fringe Benefits); O (Retirement):** Language was added to clarify that seasonal employees, temporary employees and part-time non-benefitted employees are not eligible for URS benefits.
17. Chapter 10 (Reimbursement for Expense); A (Travel): Language has been changed from vouchers to reimbursements to better reflect how the District addresses travel expenses.

18. Chapter 13 (Disciplinary Procedures); B (Process); 6 and 7: Individuals were removed from the disciplinary process as inapplicable at the District.

19. Chapter 13 (Disciplinary Procedures); C (Types of Discipline); 3: Language was added to clarify that suspension with pay would not exceed 30 calendar days.

20. Chapter 16 (Occupational Laws); A (Occupational Health & Safety); 8: Language was deleted to allow for all on-the-job injuries to be reported.

Operational Policies
Throughout the Operational Policies, insurance limits were made consistent with two million dollars ($2,000,000) per each occurrence and four million dollars ($4,000,000) general aggregate. The Operational Policies were provided to Dave Thomas for review.

Chapter 1 General District Operational Policies

1. Cell Phones: This policy has been expanded to include other personal devices and provisions have been added as suggested by the District’s insurance carrier and IT provider to increase the security of the IT system.

2. Biometric Information Privacy Policy: Though not required by law, the District has added a new section to inform employees how the District will treat biometric data collected for timekeeping purposes.

3. Confined Space Entry: Following a voluntary UOSHA audit on District facilities, this provision has been expanded beyond Parks employees to all departments as required.

4. Secondary Employment: The policy was amended to clarify that self-employment qualifies as secondary employment.

5. Enforcement of Rules and/or Instructions: This section was added to formalize a process by which the District can enforce its posted rules and/or the instructions of District employees.

6. Sponsorship Policy: Items of each event sponsorship were deleted to allow for flexibility.

7. Tax and Disclosure Compliance Procedure: This section has been replaced with an updated version received from bond counsel and reviewed by Dave Thomas.

Chapter 2 Parks Policies

1. Hot Air Balloons: The allowable limits and launch deadlines were modified and combined. The mention of specific District facilities was deleted as not comprehensive. Reporting of emergency landings was given a deadline. Contacts at the District was broadened.
Chapter 3 Fieldhouse Policies

1. **Fieldhouse Use:** Language defining stakeholders was amended to make consistent with outdoor stakeholder policies; specific hours were deleted as they are seasonal and the title of the section was changed to indicate its actual purpose.

2. **Fitness Pass Policy:** Pass holder privileges were expanded to include the gymnasium, pool and hot tub; policy was clarified that requests for pass account holds are to be submitted to the manager and a hold can not be placed for less than two weeks.

3. **Personal Trainer Policy and Private Swim Instructor Policy:** Mention of swim instructors was struck from the policy to allow for a pilot program to bring private swim instruction in-house. As such, private swim instructors would be employed by the District and no longer subject to the rules which govern personal trainers as independent contractors.

4. **Benefits Available During Active Employment with the District:** Fieldhouse memberships and fitness classes for spouses, partners and children were made available to seasonal employees (after six months of consecutive work). It was specified that if an employee does not have a spouse, partner or child to designate, he or she could designate another individual. Further, all employees and board members were given 15 percent off Fieldhouse pro shop purchases.

Chapter 4 Special Event Policies

1. **Special/Reserved Events on District Fields:** Language was amended to clarify that returning events could apply for the same time the subsequent year immediately following an event with the understanding that fees may change. Parking requirements and the consequence for not following such were clarified. Provisions regarding lightning were deleted.

2. **Special Events at Trailside Bike Park & Skate Park:** Allowable limits were deleted but what constitutes an “Event” was redefined; both changes are intended to better reflect current operations.

3. **Special Events on District Trails:** Allowable limits on events were modified and “event” was redefined; both changes are intended to better reflect current operations.

4. **Park Room Rental:** Language about clean-up has been added.

5. **Pavilion Rental:** Language was changed to clarify that payment is due before the date and time can be reserved.

6. **Fieldhouse Special Event Policies:** Language defining stakeholders was amended to make consistent with outdoor stakeholder policies.

Recommendation
Staff recommends approving the changes to the Policies and Procedures, Personnel Policies and Operational Policies.
**Proposed Motion**
Approve the changes to the Policies and Procedures, Personnel Policies and Operational Policies.
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INTRODUCTION

The Snyderville Basin Special Recreation District (“SBSRD” or “District”) Administrative Control Board (“Board”) shall operate directly under the general provisions of Utah Code 17D, governing Limited Purpose Local Government Entities aka “Special Service Districts,” and applicable provisions of Utah Code 17B governing Local Districts.

Personnel Policies, as they are reviewed annually and amended, are incorporated by reference. In addition, the general operating procedures of the District as they are written and modified from time to time shall apply.

These policies and procedures are intended to provide for a general understanding and uniformity in the practices and procedures in the operation of SBSRD. They express the judgment and will of the SBSRD Board and are binding on all District representatives and employees.

In the event that any part, or parts, of these policies and procedures are found to be in conflict with the law, then only such part, or parts, so found shall be null and void and the remainder thereof shall remain in full force and effect.

The District Board has adopted the following purpose, mission, vision, and values.

MISSION: To enhance life
VISION: To connect the community through recreation
VALUES:

We act with integrity.
We are accountable and make things happen.
We have passion for what we do.
We embrace continuous learning and change.
We communicate openly, honestly and directly.
We care about others and treat them respectfully.
We operate as a team!
Snyderville Basin Special Recreation District

OUR PURPOSE
To enhance the quality of life

OUR MISSION
To be the leader in providing outstanding and diverse Parks, Trails and Recreational experiences in an environmentally and socially responsible way.

OUR VALUES
- We act with integrity
- We have passion for what we do
- We communicate openly, honestly and directly
- We operate as a team!
- We are accountable and make things happen
- We embrace continuous learning and change
- We care about others and treat them respectfully
CHAPTER 1

SERVICE AREA

At the time of its creation, the District boundaries were coterminous with those of the Park City School District, Park City Fire Service District, and Snyderville Basin Sewer Improvement District, excluding the incorporated area of the Park City municipality. The Promontory Development east of U.S. 40 was annexed into the District as a condition of development approval. The District serves the residents of western Summit County. The service area is bordered by the municipality of Park City and Wasatch County to the south, Morgan County to the north and Salt Lake County to the west.

LEGAL AUTHORITY

The District was originally formed under Utah Code, Title 17A, Chapter 2, Part 13, Utah Special Service District Act. In the 2007 and 2008 legislative sessions, substantial amendments to rewrite, reorganize, renumber, repeal and re-enact provisions of Utah Code related to Local Districts and Special Service Districts were signed into law, enacted as Utah Code, Title 17B and 17D. SBSRD is a separate body politic and corporate, and a quasi-municipal public corporation distinct from Summit County, which is governed in accordance with Summit County Code, Title 2, Chapter 21. The purpose of SBSRD is to provide recreational services to the residents of its service area. SBSRD is governed by a five-to-seven member volunteer Board who are appointed by the Summit County Council. Summit County retains the power of annexation/de-annexation, the use of eminent domain, the oversight of a human resources or personnel system separate from the county, the acquisition or disposal of real property, the levy of taxes on taxable property within the District, the issuance of District bonds payable from taxes and the calling and holding of an election for the authorization of a property tax or the issuance of bonds, and authorization of any ordinance providing for collection of impact fees payable to the District. The District’s general obligation bonds or other obligation or indebtedness, whether or not payable from taxes, may not be considered to be enforceable against Summit County. The Summit County Council may at any time modify, limit, or revoke any right, power, or authority delegated to the Board.

TAX IDENTIFICATION

Section I. Federal Tax ID

A. Federal Tax ID. The Federal Tax ID of the District is 87-0553500.

Section II. State Sales Tax/Tax Exempt Status

A. State Sales Tax Number. Effective March, 2008, the District’s State Sales Tax number is 12413071-002-STC.
B. Sales Tax Exemptions. Sales made to political subdivisions of the state, including special districts, are exempt from sales tax if the purchase is for use in the exercise of an essential governmental function.
C. Property Tax Exempt. All property and assets of the District are exempt from taxation.
D. Changes in Utah law. Changes in Utah Law or Tax Commission rules may supersede this policy. Current guidance related to state and local taxation may be reviewed on line at the Utah State Tax Commission Internet website at www.tax.utah.gov
Section III. Procedures for Tax Exempt Purchases.

A. A sale is considered made to the District if the purchase is paid for directly by the District. If an employee of the District pays for a purchase with his own funds and is reimbursed by the District, that sale is not made to the District and does not qualify for the exemption.

B. Regardless of the amount of the purchase, to qualify for sales tax exemption, the District will prove a copy of form TC-721, Exemption Certificate, properly completed and signed by the District’s Business Manager/District Administrator, at or before the time of the transaction. The District’s Business Manager/District Administrator will retain copies of all TC-721 forms issued by the District for recordkeeping purposes.

C. Vendors making exempt sales to the District are subject to the recordkeeping requirements of Tax Commission rule R865-19S-23 and are required to keep a record of the District check or form TC-721 as evidence that the sale qualifies for the sales tax exemption.

D. Sales of construction materials are exempt from sales tax only if they are converted to real property by employees of the District.
CHAPTER 2

ADMINISTRATIVE CONTROL BOARD RULES & REGULATIONS

ARTICLE I - NAME AND AUTHORIZATION

Section 1. The name of this Board shall be the Snyderville Basin Special Recreation District Administrative Control Board (“SBSRD Board” or “Board”).

Section 2. The Summit County Board of Commissioners in Resolution #6-86, October 8, 1986, created and delegated to the Board the power to act as the governing authority of the Service District and to exercise all or any of the powers provided for in Utah Special District Act.

Section 3. The purpose of these Rules and Regulations is to provide a guide for operation of the SBSRD Board.

ARTICLE II - PURPOSES AND AUTHORITY OF THE ADMINISTRATIVE CONTROL BOARD: amended January 23, 2019

Section 1. The SBSRD is authorized to provide recreational services through the acquisition and/or construction of parks, recreational facilities, trails and recreational open space to be located within the District, together with necessary appurtenances and equipment therefor.

Section 2. The SBSRD Board shall recommend to the Summit County Council policies, standards and rules governing the Special Service District and any future facilities or amenities consistent with Summit County regulations, other provisions of Utah law, and the Utah Special District Act.

Section 3. The SBSRD Board shall seek to enhance the quality of life for residents, with a vision to connect the community through recreation mission to be the leader in providing outstanding and diverse Parks, Trails and Recreational experiences in an environmentally and socially responsible way.

Section 4. The SBSRD Board shall regularly assess the appropriateness and effectiveness of the Service District facilities, programs, activities and services as they relate to the needs of the District residents.

Section 5. The SBSRD Board shall be authorized to budget, account for, and disburse Service District funds, including taxes levied, fees and charges imposed, and other revenues received. The SBSRD Board shall be governed by the general laws relating to such matters applicable to Special Districts and Summit County.

Section 6. The SBSRD Board shall appoint the District Director with the consent of the Summit County Council. The District Director shall have a written employment contract which is approved as to form by the Summit County Attorney. The District Director shall not be authorized to function on behalf of the SBSRD Board in any manner except at the direction of the Board as a whole.

Section 7. The SBSRD Board shall enter into contracts, agreements or take other action to further the purposes of the District and exercise the rights, powers and authority delegated to it by Summit County and other provisions of Utah law.

7.1 All contracts, agreements in excess of $20,000 dollars or other legal documents shall be authorized by resolution of the Board, be signed by the District Director, Chairperson, or Vice-chairperson in case of Chair’s absence, and be attested by the Clerk unless otherwise provided by resolution of the Board. The District Director may not authorize change orders to any contracts previously authorized by resolution of the Board except as provided in paragraph 7.1a below or as specifically authorized by resolution of the Board.

7.1a The District Director may authorize a change order to a Capital construction contract previously authorized by resolution of the Board if waiting for the next regularly scheduled Board meeting will substantially delay the construction project, the change order does not exceed $50,000, and the total contract amount including the change order is within the adopted Capital budget. Any change order authorized by the District Director pursuant to this paragraph shall be...
7.2 For contracts or agreements from $5,000 to $20,000 dollars, the District Director shall have the authority to sign on behalf of the Board, budget permitting.
7.3 Contracts under $5,000 dollars may be signed by the Department manager with the approval of the District Director, budget permitting.

Section 8. The Board will seek professional services to advise on SBSRD policies, general operations, and specific projects of the District.
8.1 The Board will select an independent auditor to perform an annual independent audit in accordance with Government Auditing Standards.

ARTICLE III - MEMBERSHIP OF THE SBSRD ADMINISTRATIVE CONTROL BOARD

Section 1. The SBSRD Board shall consist of five to seven persons, each of whom shall be a qualified elector of the District.
Section 2. The Summit County Council, as the Governing Body will oversee the appointment to, or removal of, members from the SBSRD Board.
Section 3. Board member qualification:
3.1 A Board member must, during the term of office, reside within the boundaries of the District and be a registered voter at the location of the Board member’s residence.
3.2 No elected or appointed member of the governing board of a special district may be a full or part-time employee of the District while serving on the District’s Board.
Section 4. Except as otherwise provided in this section, the terms of office of members of the Board shall be (4) years, commencing upon their appointment. The terms shall be staggered so that each year, as nearly as may be, two Board terms shall expire. The new members (or re-appointed existing members) will take office immediately upon appointment to the Board or at the annual meeting after taking the oath at the next SBSRD Board meeting.
Section 5. Vacancies, other than by expiration of term, shall be filled for the unexpired term by appointment of the Summit County Council. The newly appointed SBSRD Board member’s term shall expire when the term of the member replaced would ordinarily have expired.
Section 6. Regular attendance of Board members at regularly scheduled Board meetings, special meetings and Board retreats is closely linked to the District’s ability to achieve annual goals established by the Board. Electronic and/or teleconference participation is generally available to members who cannot attend in person for good reason. Any Board member who accrues three or more absences in any ninety-day time period, or who fails to attend in-person at least 50% of all meetings and retreats held in any ninety-day time period, may be subject to a motion of removal from the Board. This motion may be made by any Board member present at a regularly scheduled meeting. All Board members are eligible to vote. If the motion for removal passes, the District Director will formally request action of the Summit County Council for removal and replacement of the subject Board member.
Section 7. Board Resignation. Board members who move out of the District will be required to submit a letter of resignation to the Summit County Council, as the Governing Body. Any Board member who chooses to resign before the end of his/her term for other personal or professional reasons shall submit a letter of resignation to the Summit County Council (c/o County Manager) thanking them for the opportunity to serve and stating his/her reason for leaving. The unexpired term will be filled in accordance with section 5, above.
Section 8. Board Per Diem – Compensation
8.1 SBSRD Administrative Control Board members may receive annual compensation and per diem compensation within the limits established by law, for service on the board. (Utah Code 17B-1-307)
8.1.1 Effective January, 2016, Board members may receive a per diem of $60 per official meeting attended, not to exceed 12 meetings per calendar year, to be paid for all District
Board meetings and work sessions in which they participate in person or by teleconference.

8.1.2 Effective January, 2016, Board members may receive compensation of $150 per official meeting attended, to be paid for all District Board meetings and work sessions in which they participate in person or by teleconference and additional compensation of $100 for all other meetings and activities attended in the Board member’s official capacity. The Board Chair may receive an additional $50 for each District Board meeting and work session attended.

8.1.3 Total compensation may not exceed $5,000 in any calendar year.

8.1.4 Per diem and compensation will be paid on a quarterly basis, generally at the first Board meeting following the close of the quarter. Records shall be kept by the Business office for each Board Member and a form 1099 will be provided for purposes of reporting to the IRS. Members may decline to receive per diem and/or compensation for their services.

8.1.5 Travel expenses may be paid to board members in accordance with Rule R25-7.

Section 9. General liability insurance through Olympus Insurance Agency is provided for all SBSRD Board Members while acting for or on behalf of the District. Further, all Board members shall be provided Errors and Omissions insurance for the duration of their Board term. “Public officials’ errors or omissions” means any actual or alleged error or misstatement or act or omission or neglect or breach of duty including misfeasance or nonfeasance by the Insureds in the discharge of their duties with the public entity, individually or collectively, or any matter claimed against them solely by reason of their being or having been Insureds. However, “public officials’ errors and omissions” does not include “malfeasance.”

ARTICLE IV - OFFICERS OF THE ADMINISTRATIVE CONTROL BOARD

Section 1. The officers of the SBSRD Board shall be a Chairman, Vice-Chairman, Clerk, and Treasurer. All other SBSRD Board members are listed as members at large. All officers shall be elected by the SBSRD Board members at the January annual meeting and they shall hold office for one (1) year or at the pleasure of the SBSRD Board.

Section 2. During any regular monthly meeting, the SBSRD Board may elect another Board member to fill the remaining term of any officer who has vacated that seat.

Section 3. The Board Chairman shall preside at the Board meetings and shall be an ex-officio member of all committees except in any committee which is preparing nominations for Board officers.

Section 4. In the absence of the Board Chairman, the Vice-Chairman shall perform the Chair’s duties and, in the case of a vacancy in the office of the Chairman, shall serve as Chairman until such time as the SBSRD Board shall select a new Chairman.

Section 5. The District Clerk will perform the following duties:

5.1 Monitoring the minutes of the Board meetings and their adoption;
5.2 Monitoring the execution of contracts entered into by the District;
5.3 Attesting to all legal documents; and
5.4 Maintaining the financial records for each fund of the District and all related subsidiary records, including a list of the outstanding bonds, their purpose, amount, terms, date, and place payable (17B-1-632).

Section 6. The Treasurer’s responsibilities include, but are not limited to, the following:

6.1 Receiving and reviewing all public funds and monies payable to the District;
6.2 Signing of checks on behalf of the District;
6.3 Acting as custodian of all monies, bonds, or other securities of the District;
6.4 Investing public funds in accordance with the State Money Management Act;
6.5 Collecting all special taxes and assessments as provided by law and ordinance; and
6.6 Other duties as established by law (17B-1-633).
ARTICLE V – COMMITTEES

Section 1. The Board, at its discretion, may create and/or abolish its own committees or other organizational units. Committees shall serve to make recommendations to the Board unless otherwise specified by the Board.

Section 2. Committees may be designated as STANDING committees or AD-HOC committees. Standing committees will be those which are formed for at least one year. The Ad-hoc committees will be appointed as needed.

Section 3. Committee chairpersons must be Board members, recommended by the Board Chair, and approved by the Board. At the time of Committee formation, committee members must be approved by motion of the Board.

Section 4. Committee membership shall not include a quorum of the Board, nor shall a committee meet with a quorum in attendance unless appropriately noticed as a public meeting.

Section 5. The District Director shall be eligible to attend committee meetings unless otherwise informed by the Board Chair.

ARTICLE VI – MEETINGS

Section 1. The SBSRD Board shall meet in a regularly scheduled, publicly noticed, meeting at least once per month, unless otherwise determined by the Board. The annual meeting of the Board shall take place in January of each year, except where it may be impractical to hold said meeting, and said meeting will be held as soon as it is feasible to do so. Public notice of regularly scheduled Board meetings shall be sent to the Park Record and KPCW, and shall be posted to the District’s website and Utah Public Notice Website. The meetings shall comply with the Utah Open and Public Meetings Act.

Section 2. A majority of the current Board members shall constitute a quorum, and a majority of the members in attendance at any meeting shall, in the presence of a quorum, decide its action.

Section 3. Any Board member may call a special or emergency meeting upon the request or approval of at least two additional Board members and notice of such meetings shall be given to the SBSRD Board members by telephone call, electronic mail, fax, or personal notice and at such time prior to the meeting as under the circumstances may be practical. Minimum recommended notice is 24 hours. A special meeting of the Board shall be held at such time as the notice thereof may specify. In case of special meetings, the Chairman of the Board may designate a place other than the regular meeting place, provided such place is within the boundaries of the District. All special or emergency meetings shall comply with the Utah Open Meetings Act.

Section 4. No more than three members of the Board shall meet to discuss business of the District, unless appropriately noticed as a public meeting.

Section 5. Meetings of the Board shall be conducted under general rules of order of Robert’s Rules of Order.

ARTICLE VII - AMENDMENTS TO THE RULES AND REGULATIONS

Section 1. These Rules and Regulations shall be amended only by an affirmative vote of the Summit County Council, acting as the Governing Body, upon the receipt of a recommendation by the Board.

Section 2. Written notice setting forth the proposed amendment(s) shall be mailed or given to each Board member no less than (10) days in the Board packet prior to the meeting during which a recommending vote is called on the amendment.

Section 3. The Board Rules and Regulations and any subsequent amendments shall become effective AFTER they are approved by the Summit County Council, unless dates are otherwise specified.

ARTICLE VIII - CONFLICT OF INTEREST

Section 1. All members of the Board are expected to vote in the public interest and should not vote to support any private financial interest of a Board member. Any member of the SBSRD Board who is present at a meeting where a matter in which he or she has, directly or indirectly, a private pecuniary or property
Section 2. Each member of the SBSRD Board shall, at the time of his or her appointment to office and annually thereafter, indicate to the SBSRD Board, in writing, any potential conflict of interest the member has knowledge of, as defined above, even though it may not be an issue at the time of appointment to office.
CHAPTER 3

RELATION OF SBSRD TO OTHER AGENCIES

Section I. Summit County Council (formerly Summit County Board of Commissioners)

A. The District was created by the Summit County Board of Commissioners, under the Utah Special Services District Act, to provide recreational services and facilities for residents of western Summit County residing in the unincorporated area outside of Park City.

B. The County created the SBSRD Board to oversee the operation of the District. Board members are appointed to the Board by the Summit County Council.
   a. Procedure for Board Member Advertisement
      i. SBSRD Board vacancies shall be advertised by Summit County.

C. The District is a separate body politic controlled by the Board, however, Summit County may at any time modify, limit, or revoke any right, power or authority delegated to the Board.

D. Debt issuance by the District must be approved by the Summit County Council as the Governing Body.
   a. The County Council has the power to cause taxes to be levied on all taxable property in the District for the carrying out of the purpose for which the District was created.
   b. The maximum rate of tax levy applicable to the District for operations and maintenance as authorized by the District’s voters pursuant to the Act is .000600 per dollar of taxable value of taxable property within the District.
   c. The District may levy an unlimited tax levy to pay the principal of and interest on legally issued general obligation bonds.

Section II. Summit County Planning and Building

A. The District will work in alliance with the Summit County Planning Department as a service provider to Summit County to plan and provide for future parks and recreation facilities, recreational open space and non-motorized trails in conformance with the Snyderville Basin Recreation and Trails Master Plan Policies, as amended over time.
   a. In the review of development proposals, SBSRD staff will identify opportunities for provision of community recreation, park and/or community trail facilities and bring them to the attention of the Board.

B. An authorized agent of the District will review and sign all plats in the Snyderville Basin to be recorded with Summit County.

C. The SBSRD Recreation and Trails Master Planning documents created and adopted by the Board of County Council as Governing Body from time to time commissioners on December 1, 1997, as amended on March 22, 2006, functions as the recreation elements of the Snyderville Basin General Plan.

D. The Summit County Building Department will require a District issued receipt from all residential and commercial development applicants documenting the payment of recreation facilities impact fees to the District, prior to the issuance of any building permit in the Snyderville Basin.
Section III. Basin Open Space Advisory Committee (“BOSAC”)

A. SBSRD will work cooperatively with BOSAC on the potential purchase of open space within the Snyderville Basin. BOSAC is a recommending body to the Summit County Manager for the purchase of recreational open space by Summit County. The Summit County Council is the approval authority for all open space purchases by SBSRD.

B. SBSRD provides administrative oversight for the issuance of general obligation bonds approved by voters of the District for the purpose of acquiring recreational open space. SBSRD will budget and provide timely payment for principal and interest on debt service related to GO Bonds issued for recreational open space.

C. The Summit County Manager exercises the power to appoint and remove members of the BOSAC. Due to fiduciary responsibilities related to debt service issued by SBSRD, SBSRD will be provided one appointed BOSAC position to be held by a Board member, in addition to a District staff liaison.

D. Summit County may be responsible for associated cost of operations, maintenance, restoration of open space purchases recommended by representatives of BOSAC including, but not limited to, weed and pest control and all costs associated with third party conservation easements.
   a. The District will be responsible for planning, construction and maintenance of all designated community trails within recreational open space.

Section IV. Other Agencies

A. SBSRD will work cooperatively with other agencies and their representatives, in the interest of providing for future recreational needs in the Snyderville Basin.

CHAPTER 4

OPEN AND PUBLIC MEETINGS

Section I. Background

A. **Policy:** This shall be known as the Snyderville Basin Special Recreation District Open and Public Meetings Policy.

B. **Purpose:** The policy establishes guidelines for meetings of the Board, including how meetings are to be convened, how they are to be conducted and how minutes are to be prepared and approved.

Section II. Compliance with State Law

A. **Application of the Open and Public Meetings Act:** All meetings of the SBSRD Board must be open to the public unless specifically exempted by law. In order to be considered a meeting, a majority of the members of the Board (quorum of 4) must be present for the purpose of making a decision or deliberating toward a decision on any matter. If the meeting is less than a quorum, then it need not be open to the public and is not covered under the Open Meetings Act. In adopting this Policy, the District recognizes the application of the Open and Public Meetings Act, UTAH CODE ANN. 52-4-101 et.seq. (the “Act”). Any inconsistency or conflict between this Policy and applicable provisions of the Act shall be governed by the Act, as amended from time to time. It is the policy of the District to provide Board member training on Utah’s Open and Public Meetings Act on an annual basis.

B. **Definitions:** The definitions stated in UTAH CODE ANN. 52-4-103 are incorporated here by reference.

Section III. Meeting Notice and Agenda

A. **Required Annual Notice:** The Board will establish an annual meeting schedule, including the date, time and location of each regular Board meeting throughout the year, and give public notice of the annual meeting schedule prior to the start of the following calendar year. Notwithstanding the foregoing, any meeting may be rescheduled at the request and on the affirmative vote of a majority of the Board, with notice of the rescheduled meeting to be provided as stated in paragraph D. A copy of the annual meeting schedule shall be posted at the District office, on the District website and published in the legal notices of the Park Record.

B. **Special and Emergency Meetings:** The Board shall hold such special and emergency meetings as desired by the Board, provided that notice of all such meetings is given as provided in paragraph D. A special or emergency meeting of the Board may be convened at the request of any Board member upon the approval of at least two additional Board members.

C. **Agenda:** An agenda shall be prepared for every meeting of the Board. Regular Board meeting agendas may include a “public comment” agenda item. A similar agenda item may, but need not, be included in the agenda of any special or emergency Board meeting. Any interested party may ask any Board member or the person responsible for the agenda to include a particular subject on an agenda which subject may, in the discretion of the Board Chair, be so included. Each agenda shall include subjects as requested by any Board member. While the agenda need not be detailed, it must nevertheless treat each subject with reasonable specificity, so as to place interested persons on notice of principal subjects anticipated to be considered at the meeting. At the discretion of the Board Chair, subjects not appearing on the agenda may be discussed but, absent an emergency, no action shall be taken.

D. **Notice:** Meetings of the Board shall be noticed in accordance with law. The District shall give not less than twenty-four (24) hours advance public notice of the agenda, including the date, time and location of each regular and special meeting of the Board. Board members, key staff, individuals noticed on the agenda, and other interested individuals will receive an agenda by electronic mail, fax, postal service or personal
delivery. The District Director is accountable for the public notice of regularly scheduled Board meetings, special meetings, Board retreats and the annual notice of meetings for publication in a newspaper having general circulation in the Snyderville Basin (the Park Record). Whenever possible, public notice will be dated for release in the newspaper issue preceding the meeting date. Notice will also be provided to local radio, KPCW, and posted to the District’s website and Utah Public Notice Website. The District will comply with requirements of the Utah Public Notice Website. The District Director shall appoint positions of District “owner” and “poster,” who may be one and the same. The owner will be responsible for controlling all of the District’s information on the UPNW. The poster will post public meeting notices and public bond hearing notices on behalf of the District.

E. Amendments to Agenda: The agenda of a meeting of the SBSRD Board may be amended to include additional subjects at the request of any Board Member, as authorized by the Board Chair, even though notice of the meeting has already been given as provided in paragraph D, provided that the amended notice is posted at the District’s principal office and provided to a local media correspondent as set forth above.

Section IV. Conduct of Meetings

A. Quorum: No action may be taken and no business may be conducted at a meeting of the Board unless a quorum, consisting of a simple majority of the membership of the Board (4) is present. A Board Member who is not present may nevertheless participate in the meeting through electronic means and be counted toward the required quorum in accordance with UTAH CODE ANN. 52-4-7.8. Any Board Member participating via electronic means may make, second and vote on all motions and participate in the discussion as though present, except that the Board Member who chairs the meeting must be present at the anchor location.

B. Control of the Meeting: Unless the Chair or Vice Chair, as appropriate, is participating in the meeting via electronic communication, each meeting of the Board shall be conducted by the Chair, if present, by the Vice Chair in the absence of the Chair, or by any Board Member selected for that purpose by a majority vote of the Board Members present when neither the Chair nor the Vice Chair is present. The Board Member chairing the meeting may relinquish the Chair to any other Board Member, other than a Board Member participating via electronic communications, at any time during the meeting. The Board Member chairing the meeting may discuss every matter coming before the Board, make, second and vote on motions, and otherwise fully participate in the meeting.

C. Expulsion From a Meeting: Any person who willfully disrupts a Board meeting to the extent that the orderly conduct of the meeting is seriously compromised may be removed from the meeting. Should the person refuse to leave the meeting when asked to do so by the Chair, law enforcement officials may be called to remove the person.

D. Closed Meetings: Except as otherwise provided in this paragraph D, all meetings of the Board are to be open to the public and all decisions must be made in public. Closed meetings must be held during publicly noticed meetings of the District. A meeting, or a portion of a meeting, may be closed to the public upon the affirmative vote of two-thirds of the Board Members present at the meeting. A meeting may be closed for any of the reasons specified in UTAH CODE ANN. 52-4-205 as follows:
   1. The character, professional competence or physical or mental health of an individual (including personnel issues regarding employment or discipline of public officers and employees, performance evaluations, contract negotiations).
   2. Strategy session to discuss pending or reasonably imminent litigation.
   3. Strategy session to discuss the sale, purchase, exchange, or lease of real property if such discussion prevents the District from completing the transaction on the best possible terms.
   4. Discussion regarding deployment of security personnel, devices, or systems.
   5. Investigative proceedings regarding allegations of criminal misconduct.
   6. Discussions required to be confidential in accordance with the Utah Procurement Code.

E. Conduct of a Closed Meeting: Board Members may not approve any resolution, rule, regulation, contract or appointment during a closed meeting. The identity of the specific person whose character, competence or health is to be discussed, the identity of the parties to pending or reasonable imminent litigation, or the identity of property which the Board is considering purchasing, exchanging or leasing need not be stated in the motion to close the meeting or in the public portion of the meeting where such disclosure might infringe
on the confidence necessary to fulfill the purpose of closing the meeting. Upon a motion to enter executive
session, general public and press shall be dismissed from the room. Only District Board members and those
person(s) designated by the Board may be present during a closed meeting. All final decisions must be
made outside of the executive session. The public must have a chance to be made aware of the final
decision. A vote of the SBSRD Board relating to information discussed in the executive session can satisfy
this requirement.

F. **Recording of Meetings:** A complete and unedited audio recording of all open portions of the meeting shall
be kept by the District from commencement through adjournment and be properly labeled with the date,
time and place of the meeting. Any other person in attendance may record all or any part of an open
meeting, provided that the recording does not interfere with the conduct of the meeting. A recording of an
open meeting shall be available to the public for listening within three business days after the end of the
meeting. Notwithstanding other parts of this paragraph, a recording is not required to be kept of an open
meeting that is a site visit or traveling tour, if no vote or action is taken by the Board.

G. **Electronic Meetings:**

1. **Definitions.** The following terms are defined as follows:
   i. “Anchor Location” means the usual meeting place of the SBSRD Board at the offices of
      the District at Trailside Park in Summit County, Utah.
   ii. “Meeting Administrator” means the Chair of the Board, the Director of the District, or
        another employee of the District specifically assigned and designated to operate the
        electronic conference equipment at the anchor location to assure that all members of the
        Board are continuously able to participate in the electronic meeting and to advise the
        party conducting the meeting of the initiation, recess, if appropriate, or adjournment of
        the meeting.
   iii. “Electronic Meeting” means a public meeting of the Board convened and conducted by
        means of a telephonic conference device or other electronic means, allowing each
        member of the Board to call to the anchor location and participate concurrently with all
        other members of the Board in the conduct of the meeting.

2. **Notice of Electronic Meetings.** The Board shall convene electronic meetings when necessary
   pursuant to specific public notice of an electronic meeting by posting written notice of the
   electronic meeting at the Anchor Location and providing written or electronic notice to the media
   as otherwise provided by law. Notice of the electronic meeting shall also be provided to each
   member of the Board at least 24 hours before the meeting, including a description of how
   members will be connected to the electronic meeting. The notice to members of the Board shall
   indicate the telephone number required for participation and any access codes necessary to make
   an electronic meeting conference available to members of the Board.

3. **Quorum Verification.** Before an electronic meeting may be called to order, all members of the
   Board shall be given an opportunity to participate in the meeting and no electronic meeting shall
   be convened unless the quorum of the Board is able to participate either in person or electronically
   in the meeting.

4. **Public Attendance.** Each electronic meeting shall be convened by the meeting administrator by
   announcing the parties present at the meeting and by making available to members of the public at
   the Anchor Location an amplified speaker enabling members of the public to hear the comments
   of Board members and the conduct of the meeting.

5. **Conduct of the Meeting.** Upon determining that a sufficient number of the Board are present for
   the electronic meeting to be convened and members of the public can adequately hear the
   comments of all members of the Board, the Chair or other Board member conducting the meeting
   shall formally convene the meeting and take a roll call of those participating. The Chair or other
   Board member conducting the meeting shall provide opportunity for each matter on the agenda to
   be presented and shall, in an order determined by the Chair, request comments one at a time from
   those members of the Board participating by name to enable each Board member an opportunity to
   comment, question, or otherwise, participate in the meeting. Individual Board members may
   request permission to be recognized for further comments, questions, or statements as the meeting
   progresses.
6. **Compliance with Law.** In all other respects, electronic or telephonic meetings shall be conducted, recorded, and minutes shall be kept as required by law for all other open and public meetings, or for all other record keeping purposes of the District.

**Section V. Minutes**

A. **Open Meetings:** Written minutes shall be kept of all open meetings of the Board. Written minutes need only be a summary of the meeting and shall be the official record of action taken at the meeting. Draft minutes shall be prepared by the person designated by the Board. The minutes are to include the date, time, and place of the meeting; the names of Board Members present and absent; the substance of all matters proposed, discussed or decided which may include a summary of comments made by Board members, and a record, by individual member, of votes taken; the name of each person who is not a member of the Board and, after being recognized by the Board Chair, provided testimony or comments and the substance in brief of his/her testimony; and any other information that is a record of the proceedings of the meeting that any Board Member requests be entered in the minutes.

B. **Closed Meetings:** The reason or reasons for holding a closed meeting and the vote of the Board Members, cast by each member by name, either for or against the proposition to close the meeting, is to be entered in the minutes of the meeting. The minutes shall also include the date, time, and place of the closed meeting; the names of Board Members present and absent during the closed meeting; and the names of all others present during the closed meeting except where such disclosure would infringe on the confidence necessary to fulfill the original purpose of closing the meeting as, for example, the identity of an employee whose character, competence or physical or mental health is being discussed. No other detail regarding a closed meeting need be included in the minutes, except as otherwise provided in paragraph D.

C. **Sworn Statement:** If the Board closes a meeting to discuss the character, professional competence or physical or mental health of an individual or to discuss the deployment of security personnel, devices or systems, the person presiding at the closed meeting shall sign a sworn statement (affidavit) affirming that the sole purpose for closing the meeting was to discuss either (a) the character, professional competence or physical or mental health of an individual; or (b) the deployment of security personnel, devices or systems. Said form shall be filed with the official meeting minutes.

D. **Tape Recording or Detailed Minutes of a Closed Meeting:** If the Board closes a meeting for any purpose other than as specified in paragraph C, the closed portion of the meeting will be recorded, with recorded reference to date, time, place and general topics of discussion. Tapes shall be sealed and cataloged by the Records Officer by meeting date and general topic. Notwithstanding anything to the contrary in this Policy, in the District’s GRAMA policy or in the Government Records Access and Management Act, UTAH CODE ANN. 63G-2-101 et.seq., tape recordings of closed meetings are protected records to be disclosed only pursuant to a court order as provided by UTAH CODE ANN. 52-4-304. Recordings of a closed meeting, or a closed portion of a meeting, shall be maintained separately from any open meeting minutes. Recordings of Executive Session will be used for the express purpose of review by a judge, in case of a legal challenge. Any person who violates UTAH CODE ANN. 63G-2-305(32) regarding the protected status of such minutes and tape recordings may be subject to criminal penalties.

E. **Approval of Minutes:** A draft of written minutes will be distributed to the Board as soon as practicable following each Board meeting. Written minutes that have been prepared in a form awaiting only formal approval by the Board are a public record, and shall be clearly identified as “draft awaiting formal approval.” Minutes shall not be considered the “official record” until they have been formally approved by the Board. Official meeting minutes, signed by the Secretary or another Board members present, shall be kept in a safe place by the Records Officer. With the exception of minutes that are “protected” as provided in paragraph D, a copy of all approved minutes of the District shall be kept in a notebook maintained at the District office for inspection by the public during normal business hours. A copy of the approved minutes shall be posted to the District’s website.

1. **Procedure for Board Approval of Minutes.** Draft minutes shall be prepared and sent to Board members in advance of the business meeting at which they are placed on the agenda for approval. Minutes distributed in advance shall be clearly identified as “draft awaiting formal approval.” If written minutes are unavailable until the noticed meeting time, the Board Chair may allow adequate time to review minutes during the meeting before calling for a motion to approve. If, due
to unforeseeable circumstances, minutes are unavailable at the time they are noticed for approval, the item will be tabled until the next business meeting. When a Board member requests a correction or amendment to the draft minutes, the request shall be reflected in the motion to approve, and the amended or corrected and approved minutes shall be retained. Meeting minutes shall be approved by Board motion, signed by the Clerk, or another Board member in the Clerk’s absence, and turned over to the Records Officer.

Section VI. Application of this Policy

A. **Emergency Meetings.** Emergency meetings of the Board shall be noticed in accordance with State law District By-laws. An actual emergency must exist, and the minutes must describe the reason for the emergency. SBSRD will make an effort to contact the media and issue public notice, even in an emergency.

B. **Board Retreat(s).** The SBSRD Board shall have one or more annual retreat(s). The retreat will be designed to facilitate the discussion of philosophical direction, and determine long range plans for the District. Board retreats will be publicly noticed, but may occur outside the District boundaries.

C. **Committee meetings.** Committee meetings are not covered under the Open Meetings Act because they do not require a quorum, and because committee representatives simply make recommendations to the Board, which is the policy making body. If, however, a Committee meeting includes enough Board members so as to constitute a quorum, then it must be open to the public and appropriately noticed.

D. **Chance and Social Meetings.** Board members may discuss public policy during chance or social meetings as they occur from time to time, however members constituting a quorum are strongly encouraged to avoid discussions of the business of SBSRD during social gatherings.

E. **Budget, Tax Rate and Bond Election Hearings.** Budgetary hearings, tax increases, and bond elections shall be noticed in accordance with SBSRD Fiscal Policies and Procedures and Utah law.
CHAPTER 5

RECORDS ACCESS AND MANAGEMENT POLICY (GRAMA)

Section 1 – Background

A. Policy: This shall be known as the Snyderville Basin Special Recreation District Government Records Access and Management (“GRAMA”) Policy.

B. Purpose: The policy establishes guidelines for open government information recognizing the need to maintain and preserve accurate records, respect the public’s right to access information concerning the conduct of the public’s business, and preserve the right of privacy in relation to personal data gathered by the District.

Section 2 - District Policy

In adopting this policy, the District recognizes the enactment of the Government Records Access and Management Act (Sections 63G-2-101 et seq.) and the application of that Act to District records. The purpose of these policies is to conform to Section 63G-2-701 which provides that each political subdivision may adopt an ordinance or a policy relating to information practices including classification, designation, access, denials, segregation, appeals, management, retention, and amendment of records. The intent of this policy is to provide modifications to the general provisions of State law, where allowed, to best meet the public needs, operation, management capabilities, and resources of the District.

Section 3 - Compliance with State Law

In adopting the policy, the District recognizes the following sections of the Government Records Access and Management Act apply to the District and adopts by reference these provisions as part of this policy. Any inconsistency or conflict between this policy and the following reference statutes shall be governed by the statute.

<table>
<thead>
<tr>
<th>Part 1</th>
<th>General Provisions</th>
</tr>
</thead>
<tbody>
<tr>
<td>ss 63G-2-101</td>
<td>ShortTitle</td>
</tr>
<tr>
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<td>ss 63G-2-105</td>
<td>Confidentiality agreements</td>
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<td>Records of security measures</td>
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<td>ss 63G-2-107</td>
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</tr>
<tr>
<td>ss 63G-2-108</td>
<td>Certification of records officer</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part 2</th>
<th>Access to Records</th>
</tr>
</thead>
<tbody>
<tr>
<td>ss 63G-2-201</td>
<td>Provisions relating to records-Public records-Private, controlled, protected, and other restricted records-Disclosure and nondisclosure of records-Certified copy of record-Limits on obligation to respond to record requestRight to inspect records and receive copies of records</td>
</tr>
<tr>
<td>ss 63G-2-202</td>
<td>Access to private, controlled and protected documents</td>
</tr>
</tbody>
</table>
ss 63G-2-203  Fees
ss 63G-2-204  Record requests – Response-Time for responding, Time limit for response and extraordinary circumstances
ss 63G-2-205  Denials
ss 63G-2-206  Sharing records
ss 63G-2-207  Subpoenas – Court ordered disclosure for discovery

Part 3  Classification

ss 63G-2-301  Public records – Records that must be disclosed
ss 63G-2-302  Private records
ss 63G-2-303  Private information concerning certain government employees
ss 63G-2-304  Controlled records
ss 63G-2-305  Protected records
ss 63G-2-306  Procedure to determine classification
ss 63G-2-307  Duty to evaluate records and make designations and classifications
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ss 63G-2-310  Records made public after 75 years

Part 4  Appeals

Part 5  State Records Committee

Part 6  Collection of Information and Accuracy of Records

ss 63G-2-601  Rights of individuals on whom data is maintained – Classification statement – Notice to provider of information
ss 63G-2-602  Disclosure to subject of records – Context of use
ss 63G-2-603  Request to amend – Appeals

Part 7  Applicability to Political Subdivisions: The Judiciary and the Legislature

ss 63G-2-701  Political subdivisions to enact ordinances in compliance with chapter – Appeal process

Part 8  Remedies

ss 63G-2-801  Criminal penalties
ss 63G-2-802  Injunction – Attorney’s Fees
ss 63G-2-803  No individual liability for certain decisions of a governmental entity
ss 63G-2-804  Violation of provision of chapter – Penalties for intentional mutilation or destruction – Disciplinary action

Section 4 - Definitions

As used in this ordinance, the following definitions shall be applicable.

B. “Audit” means a systematic examination of financial, management, program, and related records for the purpose of determining the District’s fair presentation of financial statements, adequacy of internal controls, or compliance with laws and regulations; or a systematic examination of program procedures and operations for the purpose of determining their effectiveness, economy, efficiency, and compliance with statutes and regulations.

C. “Computer software program” means the series of instructions or statements that permit the functioning of a computer system in a manner designed to provide storage, retrieval, and manipulation of data from the computer system, and any associated documentation, manuals, or other source material explaining how to operate the software program. “Software” does not include the original data or records which is manipulated by the software.

D. “Classification,” “classify,” and their derivative forms mean determining whether a record series, record, or information within a record is public, private, controlled, protected or exempt from disclosure under Subsection 63G-2-201.

E. “Computer program” means software that permits the functioning of a computer system; it does not mean the original data, compilation, and other manipulated forms of original data produced by use of the program.

F. “Contractor” means any person who contracts with the District to provide goods or services to the District.

G. “Controlled record” means a record containing data on individuals that is controlled as provided by Section 63G-2-304.

H. “Data” shall refer to individual entries (for example, birth date, address, etc.) in records.

I. “Designation” is the primary classification that a majority of records in a record series would be given if classified and the classification that other records typically present in the record series would be given if classified.

J. “Dispose” means to destroy, or render irretrievable or illegible, a record or the information contained in it by any physical, electronic, or other means, including unauthorized deletion or erasure of electronically recorded audio, visual, non-written formats, data processing, or other records.

K. “District” shall refer to the Snyderville Basin Special Recreation District or any public or private entity which, pursuant to contract with the District, has agreed to produce and maintain public records.

L. “Private record” means a record containing any data on individuals that is private as provided by Section 63G-2-302.

M. “Protected record” means a record that is classified protected as provided by Section 63G-2-305.

N. “Public record” means a record that is not private, controlled or protected as provided by Section 63G-2-302.

O. “Record” means a book, letter, document, paper, map, plan, photograph, film, card, tape, recording, electronic data, or other documentary material regardless of physical form or characteristics, prepared, owned, used, received, or retained by the District where all the information in the original is reproducible by some mechanical, electronic, photographic or other means.

1. “Record” does not mean:
   (a) A personal note or personal communication prepared or received by an employee or officer of the District in the employee’s or officer’s private capacity.
   (b) A temporary draft or similar material prepared for the originator’s personal use or prepared by the originator for the personal use of a person for whom the originator is working;
   (c) Material that is legally owned by an individual in the individual’s private capacity;
   (d) Materials to which access is limited by the laws of copyright or patent unless the copyright or patent is owned by the District;
   (e) Junk mail or commercial publication received by the District or by an officer or employee of the District;
   (f) A daily calendar or personal notes prepared by any District employee for personal use or the personal use of a supervisor or such notes, calendars or internal memoranda prepared for the use of an officer or agency acting in a quasi-judicial or deliberative process of pursuant to matters discussed in a meeting closed pursuant to Utah Open Meetings Act; or
   (g) Proprietary computer software programs as defined in subsection 4.C. above that are developed or purchased by or for the District for its own use.
   (h) A telephone number or similar code used to access a mobile communication device that is used by an employee or officer of the District, provided that the employee or officer of the District has designated at least one business telephone number that is a public record as provided in Section 63G-2-301.
P. “Record Series” means a group of records that may be treated as a unit for purposes of designation, description, management or disposition.

Q. “Records Officer” means the individual appointed by the District to work with state archives in the care, maintenance, scheduling, designation, classification, disposal, and preservation of records.

R. “Schedule” or “scheduling” means the process of specifying the length of time each record series should be retained by the District for administrative, legal, fiscal, or historical purposes and when each record series should be transferred to the state archives or destroyed.

S. “State Archives” means the Division of Archives and Records Service created in Section 63A-12-101.

Section 5 - Public Right to Records

A. Every person has the right to inspect a public record free of charge, and the right to take copies, in any format maintained by the District, of all District governmental records defined as “public” under the provisions of this Policy, upon the payment of the lawful fee and pursuant to the provisions of this Policy and the Act.

B. The District has no obligation to create a record or record series in response to a request from a member of the public, if the record requested is not otherwise regularly maintained or kept.

C. When a record is temporarily held by a custodial District agency, pursuant to that custodial agency’s statutory functions, such as records storage, investigation, litigation or audit, the record shall not be considered a record of the custodial agency for the purposes of this Policy. The record shall be considered a record of the District and any requests for access to such records shall be directed to the District, rather than the custodial agency, pursuant to these procedures.

Section 6 - Public, Private, Controlled and Protected Records

A. Public records shall be those District records as defined in the Act, ss 63G-2-201 (U.C.A., 1953, as amended). Public records shall be made available to any person. All District records are considered public unless they are (1) expressly designated private, controlled or protected by the District in accordance with policies and procedures established by this Policy, (2) are so designated private, controlled or protected as defined by the Act, or (3) are made non-public by other applicable law.

B. Private records shall be those District records classified as “private”, as defined in the Act ss 63G-2-302 (U.C.A., 1953, as amended) and as designated, classified, or defined in procedures established pursuant to this Policy. Private records shall be made available to the following persons: The subject of the record, the parent or legal guardian of a minor who is the subject of the record, the legal guardian of an incapacitated individual who is the subject of the record, any person who has a power of attorney or submits a notarized release from the subject of the record or the individual’s legal representative dated no more than 30 days before the date of the request is made, or any person to whom the record must be provided pursuant to court order signed by a judge from a court of competent jurisdiction, or any person serving a legislative subpoena.

C. Controlled records shall be those District records classified as “controlled,” as defined in the Act, ss 63G-2-304 (U.C.A., 1953, as amended) and as designated, classified, or defined in procedures established in this Policy. Controlled records shall be made available to a physician, psychologist, or licensed social worker who submits a notarized release from the subject of the record or any person presenting a legislative subpoena or a court order signed by a judge of competent jurisdiction.

D. Protected records shall be those District records classified as “protected”, as defined in the Act, ss 63G-2-305 (U.C.A., 1953, as amended) and as designated, classified or defined in procedures established in this Policy. Protected records shall be made available to the person who submitted the information in the record, to a person who has power of attorney or notarized release from any persons or governmental entities whose interests are protected by the classification of the record, or to any person presenting a legislative subpoena or a court order regarding the release of the information and signed by a judge of competent jurisdiction.

Section 7 - Privacy Rights

A. The District recognizes and upholds the personal right of privacy retained by persons who may be the subject of governmental records.
B. The District may, as determined appropriate by the Director, notify the subject of a record that a request for access to the subject’s record has been made.
C. The District may require that the requester of records provide a written release, notarized within thirty (30) days before the request, from the subject of the records in question before access to such records is provided.

Section 8 - Designation, Classification and Retention

A. Procedure to determine Classification. If more than one provision of this policy could govern the classification of a record, the District shall classify the record by considering the nature of the interest intended to be protected and the specificity of the competing provisions.
B. The District has adopted the Classification Schedule Guidelines below, but may classify a particular record, record series, or information within a record at any time. The District recognizes it is not required to classify a particular record, record series, or information until access to the record is requested.
C. The District may re-designate a record series or reclassify a record or record series, or information within a record at any time.

CLASSIFICATION SCHEDULE GUIDELINES

<table>
<thead>
<tr>
<th>Code ref.</th>
<th>Classification</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>63G-2-301</td>
<td>Public</td>
<td>A record is presumed public unless otherwise expressly prohibited by statute. Public records include but are not limited to minutes from open meetings; contractor compensation; names, gender and gross compensation paid to public employees; records relating to formal charges or disciplinary actions of a government employee.</td>
</tr>
</tbody>
</table>
| 63G-2-302  | Private        | • Records concerning an individual’s eligibility for unemployment insurance benefits, social services, welfare benefits or the determination of benefit levels.  
               • Records containing data on an individual describing medical history, diagnosis, condition, treatment, evaluation, or similar medical data.  
               • Employment records concerning a current or former employee of, or applicant for employment with, the District that would disclose that individual’s home address, home telephone, social security number, insurance coverage, marital status, payroll deductions, performance evaluations, and personal status information (race, religion, disabilities).  
               • Medical records, including medical reports, records, statements, history, diagnosis, condition, treatment, and evaluation. |
| 63G-2-304  | Controlled     | Records containing medical, psychiatric or psychological data about an individual when the District reasonably believes that releasing the information in the record to the subject of the record would be detrimental to the subject’s mental health or to the safety of any individual. |
| 63G-2-30   | Protected      | • Records the disclosure of which would impair District procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement, including requests for bids, request for proposals, or other similar document [Once the contract has been awarded this information is re-classified Public.]  
               • Records that would identify real property or the appraisal or estimated value of real or personal property under consideration for public acquisition before any rights to the property are acquired, unless the estimated value of the property has already been made public by other means, or the public interest outweighs the District’s need to acquire the property on the best terms possible.  
               • Records the disclosure of which would jeopardize the security of District property, programs or record-keeping systems.  
               • Records prepared by or on behalf of a governmental entity solely in
D. All District records and records series, of any format, shall be designated, classified, and scheduled for retention according to the provisions of the Act and this Policy. Any records or record series generated in the future shall also be so designated, classified, and scheduled for retention. Records designation, classification, and scheduling for retention shall be conducted under the supervision of the District Records Officer.

### Records Retention Schedule

<table>
<thead>
<tr>
<th>Record</th>
<th>Classification</th>
<th>Retention</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting Minutes</td>
<td>Public</td>
<td>Permanent</td>
</tr>
<tr>
<td>Meeting Agenda</td>
<td>Public</td>
<td>Permanent</td>
</tr>
<tr>
<td>Annual Financial Reports</td>
<td>Public</td>
<td>Permanent</td>
</tr>
<tr>
<td>Budgets</td>
<td>Public</td>
<td>Permanent</td>
</tr>
<tr>
<td>Bank Statements</td>
<td>Public</td>
<td>4 Years</td>
</tr>
<tr>
<td>General Ledger</td>
<td>Public</td>
<td>10 Years</td>
</tr>
<tr>
<td>Timesheets</td>
<td>Public</td>
<td>3 Years</td>
</tr>
<tr>
<td>A/R &amp; A/P</td>
<td>Public</td>
<td>4 Years</td>
</tr>
<tr>
<td>Deposit Slips</td>
<td>Public</td>
<td>3 Years</td>
</tr>
<tr>
<td>Check Register</td>
<td>Public</td>
<td>7 Years</td>
</tr>
<tr>
<td>Receipt Books</td>
<td>Public</td>
<td>3 Years</td>
</tr>
<tr>
<td>Fixed Asset Lists</td>
<td>Public</td>
<td>10 Years</td>
</tr>
</tbody>
</table>

**Section 9 - Procedures for Records Request**

A. Under circumstances in which a District is not able to immediately respond to a records request, the requester shall fill out and present to the District a written request on forms provided by the District. The date and time of the request shall be noted on the written request form and all time frames provided under this Policy shall commence from that time and date.

B. The Request Form shall be referred directly to the District Director, or designee. Requesters of non-public information shall adequately identify themselves and their status prior to receiving access to non-public records.

C. As soon as reasonably possible, but no later than ten (10) business days after receiving a written request, or five (5) business days after receiving a written request if the requester demonstrates that expedited response to the record request benefits the public rather than the person, the District shall respond to the request by: approving the request and providing the records, denying the request, or such other appropriate response as may be established by policies and procedures.

(1) The following “extraordinary circumstances” shall justify the District’s failure to respond to a written request for a public record within ten (10) business days and shall extend the time for response thereto that time reasonably necessary to respond to the request, as determined by the District Director. Extraordinary circumstances shall include but not be limited to the following:
(a) Another governmental entity is currently and actively using the record requested, in which case the District will promptly request its return.
(b) Another governmental entity is using the record as part of an audit, and returning the record before the completion of the audit would impair the conduct of the audit.
(c) The record requested is for either a voluminous quantity of records or records series and requires the District to review a large number of records or perform extensive research to locate the materials requested;
(d) The requester seeks a substantial number of records or record series in requests filed within five (5) working days of each other.
(e) The District is currently processing either a large number of records requests or is subject to extraordinary seasonal workloads in the processing of other work;
(f) The request involves an analysis of legal issues to determine the District’s proper response to the request;
(g) The request involves extensive editing to separate public data in a record from that which is not public; or
(h) Providing the information request requires computer programming or other format manipulation.

(2) When a record request cannot be responded to within ten (10) days, the District Director shall give the requester an estimate of the time required to respond to the request.

D. The failure or inability of the District to respond to a request for a record within the time frames set out herein, or the District’s denial of such a request, shall give the requester the right to appeal as provided in Section 11.

Section 10 - Fees

A. Applicable fees for the processing of information requests under this Policy shall generally be set at actual cost or as otherwise established by policies adopted under this Policy. District representatives are encouraged to fill a GRAMA request without charge when (1) releasing the record will benefit the public; (2) the requester is the subject of the records, or; (3) the requester’s legal rights are implicated, and they claim hardship. If none of the preceding circumstances are applicable, the District will charge the following fees for requests relating to the Government Records Access and Management Act:

<table>
<thead>
<tr>
<th>REQUEST</th>
<th>APPLICABLE FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reviewing a record to determine whether it is subject to disclosure</td>
<td>No Charge</td>
</tr>
<tr>
<td>Inspections of record by requesting person</td>
<td>No Charge</td>
</tr>
<tr>
<td>Copy Fees – black and white (District prepared)</td>
<td>25 cents per page</td>
</tr>
<tr>
<td>Copy Fees - Color (Offsite)</td>
<td>Commercial Rate</td>
</tr>
<tr>
<td>Computer Disk</td>
<td>$10 per disk, plus Actual Cost*</td>
</tr>
<tr>
<td>Other Forms</td>
<td>Actual Cost*</td>
</tr>
<tr>
<td>Miscellaneous Fees</td>
<td>Actual Cost*</td>
</tr>
</tbody>
</table>

*Overhead and time of District staff in preparation of information request, billed at hourly charge of lowest paid employee who has the necessary skill and training to perform the request. No charge is made for the first quarter hour of staff time; thereafter, charge will be at a one hour minimum.

Section 11 - Appeal Process

A. Any person aggrieved by the District’s denial or claim of extraordinary circumstances may appeal the determination within 30 days after notice of the District’s action to the District Director by filing a written notice of appeal. The notice of appeal shall contain the petitioner’s name, address, daytime phone number, relief sought and if a petitioner desires, a short statement of the facts, reasons, and legal authority in support of the appeal.

B. If the appeal involves a record that is subject to a business confidentiality claim or affects the privacy rights of an individual, the District Director shall send a notice of the requester’s appeal to the affected person.
C. The District Director shall make a determination on the appeal within the following period of time (1) within five (5) business days after the District Director’s receipt of the notice of appeal; or (2) within twelve (12) business days after the District sends the requester’s notice of appeal to the affected party. During this period the District Director may schedule an informal hearing or request any additional information deemed necessary to make a determination. The District Director shall send written notice to all participants providing the reasons for the District Director’s determination.

D. In addition, if the District Director affirms the denial in whole or in part, the denial shall include a statement that the requester has a right to appeal the denial to the State Records Committee within thirty (30) days in accordance with Section 63G-2-403 U.C.A.

Section 12 - Reasonable Accommodation

A. Reasonable accommodations regarding access to governmental records shall be provided to persons with disabilities in accordance with the Americans with Disabilities Act upon request of the applicant.

Section 13 - Records Amendments

A. Government records held by the District may be amended or corrected as needed. Requests for amendments, corrections, or other changes shall be made in writing to the District having custody of the records and setting forth, with specificity, the amendment or correction requested. When an amendment or correction of a government record is made, both the original record and the amended or corrected records shall be retained, unless provided otherwise by the Act or other State or Federal law.

Section 14 - Penalties

A. District employees who knowingly refuse to permit access to records in accordance with the Act and this Policy, who knowingly permit access to non-public records, or who knowingly, without authorization or legal authority, dispose of, alter, or remove records, or allow other persons to do so in violation of the provisions of the Act, this Policy or other law or regulation may be subject to criminal prosecution and disciplinary action, including termination.

B. In accordance with the Act, neither the District nor any of its officers or employees shall be liable for damages resulting from the release of a record where the requester presented evidence of authority to obtain the record, even if it may be subsequently determined that the requester had no such authority.

Section 15 - Records Officer

A. There shall be appointed a District Records Officer to oversee and coordinate records access, management and archives activities. The Records Officer shall make annual reports of records services activities to the Board. The District Records Officer shall receive appropriate certification from the State.

Section 16 - Records Maintenance

A. Records maintenance procedures shall be developed to ensure that due care is taken to maintain and preserve District records safely and accurately over the long term. The Records Officer shall be responsible for monitoring the application and use of technical processes in the creation, duplication, and disposal of District records. The Records Officer shall monitor compliance with required standards of quality, permanence, and admissibility pertaining to the creation, use, and maintenance of records.

B. All District records shall remain the property of the District unless federal or state legal authority provides otherwise. Property rights to District records may not be permanently transferred from the District to any private individual or entity, including those legally disposable obsolete District records. This prohibition does not include the providing of copies of District records otherwise produced for release or distribution under this chapter.
C. Custodians of any District records shall, at the expiration of their terms of office, appointment or employment, deliver custody and control of all records kept or received by them to their successors, supervisors, or to the District Records Officer.
CHAPTER 7

GOVERNANCE PROCESS (GP)

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GP-1 Governance Commitment

The Board, on behalf of the residents of the District, holds itself accountable by ensuring that all actions it takes are consistent with the District’s purpose, mission, vision, and values and the Board’s policies.

In fulfillment of this charge, the Board is committed to rigorous improvement of its capacity to govern effectively using its policies to define its concerns in terms of values and its vision in terms of expectations.

Before beginning his/her duties as a Board member, each newly appointed Board member of the District shall take and subscribe the following oath or affirmation: "I do solemnly swear (or affirm) that I will support, obey and defend the Constitution of the United States and the Constitution of this State, and that I will discharge the duties of my office with fidelity."

**Monitoring Method:** Board self-assessment

**Monitoring Frequency:** Annually at the January Board Meeting

GP-2 Governing Style

The Board shall govern with emphasis on long-term organizational vision; exhibit future orientation rather than past or present; focus on strategic leadership rather than administrative detail; encourage diversity in viewpoints but support collective rather than individual decisions; observe clear distinction between Board and Director roles; and govern proactively rather than reactively.

The Board will recommend for adoption to the County Council, as the Governing Body, rules and regulations governing the organization of the Board, election of officers, and the calling and conducting of its meetings.

The Board shall govern so that long term values are achieved in the manner consistent with productive use of people and resources, with orderliness, with deliberation of thought and with care in the use of Board Members’ time.

Accordingly:

1. The major ongoing concerns of the Board shall be careful consideration of the District’s reason for existence, its purpose, mission, vision, and values. All other concerns, however legitimate, shall be routinely managed as much as possible to allow the Board to spend most of its time focused on the District’s Ends policies.

2. Board members shall be discreet and respectful of elected leaders and will be sensitive to the expectations and values of the public they serve.

3. The Board shall cultivate a sense of group responsibility. The Board, not the Director, shall be responsible for governing with excellence. The District shall use the expertise of individual Board members to enhance the ability of the Board as a body, but the Board may not substitute judgments of individual members for the Board’s collective values. The Board shall work in partnership with the Director and staff.

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1 These policies have been drawn, in substantial part, from the model offered boards in the book by John Carver and Miriam Mayhew Carver, *Reinventing Your Board* (San Francisco: Jossey-Bass, 2006) [www.josseybass.com](http://www.josseybass.com)
4. The Board shall hold itself accountable for governing with excellence. This self-discipline shall apply to matters such as attendance, preparation for meetings, adherence to policymaking principles, respect of roles, and ensuring effective continuity of governance capability into the future.

5. The Board shall direct, control, and inspire the organization through the careful establishment of written policies reflecting the Board’s values and perspectives. The Board’s major policy focus shall be on the intended long-term benefits for its constituents, not on the administrative or programmatic means of attaining those benefits. The Board shall attend to current and short-term issues only (a) as a temporary expedient; (b) in monitoring the Director’s performance; or (c) as a device to maintain grassroots understanding. No issue shall consume Board time that has not first been determined to be a Board issue. Board meetings shall be disciplined by this principle.

6. Complaints relative to District policy should be heard in Board meetings, not by individual Board members. Matters of policy should come before the in session, or may be referred by the Board to a Committee of the District.

7. Individual Board members shall direct questions from the media to the District Director, or designee, for official comment on behalf of the SBSRD.

8. Continuous Board development shall include orientation of new members in the Board’s governance process and periodic Board discussion and evaluation of process to assure continued improvement.

9. The Board shall allow no officer, individual or committee of the Board to hinder or be an excuse for the Board’s not fulfilling its commitments.

10. The Board shall monitor its process and performance at each meeting through a debriefing process. Self-monitoring may include comparison of actual Board activity and discipline to the standards reflected in policies in the Governance Process and Board-Staff Relationship categories.

11. The responsibilities of the SBSRD Board shall be clearly distinguished from those of the District Director.

**Monitoring Method:** Board self-assessment  
**Monitoring Frequency:** Annually at the January Board Meeting

### GP-3 Board Job Description

The job of the Board is to represent its constituents and lead the organization by determining and demanding appropriate and excellent organizational performance. To distinguish the Board’s own unique job from the jobs of the District Director and staff, the Board shall concentrate its efforts on the following:

1. Utilizing proactive strategies to ensure meaningful linkage with District residents to determine their concerns, needs and demands.

2. Developing written governing policies that, at the broadest levels, address:

   a. **Ends:** Organizational products, impacts, benefits or results for specified recipients and their relative worth (what end result is desired for whom and at what cost);
   
   b. **Executive Limitations:** Constraints on executive authority that establish the practical, ethical and legal boundaries within which all executive activity and decision-making shall take place.
   
   c. **Governance Process:** How the Board shall conceive, carry out and monitor its own work.
   
   d. **Board/Staff Relationship:** How authority is delegated to the District Director and how the Director’s use of that authority is monitored; the Director’s role, authority and accountability.

3. Ensuring District Director performance through monitoring Ends and Executive Limitations policies.
4. Ensuring Board performance through monitoring Governance Process and Board-Staff Relationship Policies.

5. Ensuring that the Ends are the focus of organizational performance.

6. Ensuring District compliance with fiduciary responsibilities and fiscal policies adopted by the County Council upon recommendation by the Board in order to provide for efficient handling, spending, accounting and reporting of public funds as prescribed by Generally Accepted Accounting Principles (“GAAP”) and state laws.

7. Annually review and appoint an independent financial auditor for an audit of the organization and cause an internal review of financial transactions. The audit report is to be presented within 180 days of year end.

**Monitoring Method:** Board self-assessment  
**Monitoring Frequency:** Annually at the January Board Meeting

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**GP-4 Monitoring Board Governance Process and Board-Staff Relationship Policies**

The purpose of monitoring the Board’s Governance Process and Board-Staff Relationship policies is to determine the degree to which the Board adheres to and fulfills its own policy commitments and to assure the continued relevancy and currency of the policies. Monitoring shall be done as efficiently as possible, using Board time effectively so that meetings can be used to create the future rather than to review the past. Within the financial constraints of the District, the Board shall conduct periodic reviews to allow it to focus on governance issues and other matters that require in-depth and undivided attention.

These policies are monitored through Board self-assessment according to the following frequency:

<table>
<thead>
<tr>
<th><strong>Board-Staff Relationship Policies</strong></th>
<th><strong>Frequency</strong></th>
<th><strong>Dates</strong></th>
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<tbody>
<tr>
<td>B/SR-1 Global Governance-Management Connection and Unity of Control</td>
<td>Annually</td>
<td>January Board Meeting</td>
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<tr>
<td>B/SR-2 Accountability of the District Director</td>
<td>“”</td>
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<tr>
<td>B/SR-3 Delegation to the District Director</td>
<td>“”</td>
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<tr>
<td>B/SR-4 Monitoring District Director Performance</td>
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<td>November Board Meeting</td>
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<tr>
<td>B/SR-5 Summative Evaluation of the District Director</td>
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<thead>
<tr>
<th><strong>Governance Process Policies</strong></th>
<th><strong>Frequency</strong></th>
<th><strong>Dates</strong></th>
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<tbody>
<tr>
<td>GP-1 Governance Commitment</td>
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<tr>
<td>GP-2 Governing Style</td>
<td>“”</td>
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<tr>
<td>GP-3 Board Job Description</td>
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<td>GP-4 Monitoring Governance Process and Board-Staff Relationship Policies</td>
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<td>GP-6 Board Committee Principles</td>
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<td>GP-11 Board Member Conflict of Interest</td>
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<tr>
<td>GP-12 Process for Addressing Board Member Violations</td>
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GP-5 Board Chairperson’s Role

The Chair of the Board ensures the integrity of the Board’s processes and normally serves as the Board’s official spokesperson. Accordingly, the Board Chair has the following authority and duties:

1. Monitor Board behavior to ensure that it is consistent with its own rules and policies and those legitimately imposed upon it from outside the organization.
   a. Conduct and monitor Board meeting deliberations to ensure that only Board issues, as defined in Board policy, are discussed.
   b. Ensure that Board meeting deliberations are fair and thorough, but also efficient, timely, orderly, and to the point.
   c. Chair Board meetings with all the commonly accepted power of that position as provided in Roberts Rules of Order.
   d. Conduct timely Board meeting debriefings and periodic self-assessments to ensure process improvement.

2. Make all interpretive decisions that fall within the topics covered by Board policies on Governance Process and Board/Staff Relationship, except where the Board specifically delegates portions of this authority to others, using any reasonable interpretation of the provisions in those policies.
   a. Refrain from making any interpretive decisions about policies created by the Board in the Ends and Executive Limitations policy areas.
   b. Refrain from exercising any authority as an individual to supervise or direct the District Director.

3. Represent the Board to outside parties in announcing Board-stated positions and in stating decisions and interpretations within the areas assigned to the Board Chair, delegating this authority to other Board members when appropriate, but remaining accountable for its use.

4. Facilitate the summative evaluation of the District Director and issue a final report on the evaluation.

5. Cooperate with the District Director to develop a proposed agenda for meetings of the District Board after inviting suggestions from the Board members.

6. Keep (or cause to be kept) an accurate record of all Board Meetings and deliberations, including the maintenance of an accurate record, by individual member, of all formal votes of the District Board duly recorded by name in the minutes.

7. In the absence or inability of the Board Chair, the Vice Chair shall have all of the powers and duties of the Board Chair.

8. To recommend to the Board appointment of members to any committee created by the Board, but shall not serve on the nominating committee for Board officers.

Monitoring Method: Board self-assessment
Monitoring Frequency: Annually at the January Board Meeting
GP-6  Board Committee Principles

Board committees, when used, shall be assigned to support the work of the Board and to reinforce the wholeness of the Board’s job and never to interfere with delegation of authority from the Board to the District Director. Committees will be used sparingly and for the most part in an ad hoc capacity.

Accordingly:

1. Board committees are to assist the Board to do its job, not to help or advise the staff. Committees ordinarily shall assist the Board by preparing policy alternatives, implications or recommendations for Board consideration. In keeping with the Board’s broader focus, Board committees shall not have direct dealings with staff operations unless specifically given that authority by the Board.

2. Board committees may not speak or act for the Board except when formally given such authority by the Board for specific and time-limited purposes. Expectations and authority shall be stated carefully by the Board to assure that committee authority shall not conflict with authority delegated to the District Director.

3. Board committees cannot exercise authority over the District Director or staff. Because the District Director works for the full Board, any direction to the District Director related to a committee recommendation must come from the full Board.

4. Board committees are expected to avoid over-identification with organizational parts rather than the whole. Therefore, a Board committee that has helped the Board create policy shall not be used to monitor organizational performance on that same subject.

5. This policy applies only to committees that are formed by Board action, whether or not the committees include Board members. It does not apply to committees formed under the authority of the District Director.

**Monitoring Method:** Board self-assessment  
**Monitoring Frequency:** Annually at January Board Meeting

GP-7  Committee Structure

1. A committee is a Board committee only if its existence and charge come from the Board and its work is intended to support the Board’s work, whether or not Board members serve on the committee. The only Board committees are those that are named in this policy, or as established by Board motion. Unless otherwise indicated, a committee ceases to exist as soon as its task is complete.

**Monitoring Method:** Board self-assessment  
**Monitoring Frequency:** Annually at the January Board Meeting

GP-8  Agenda Planning

To accomplish its stated objectives, the Board shall adopt and follow an annual agenda that schedules continuing review, monitoring, and refinement of *Ends* policies, linkage meetings with identified ownership and staff groups, monitoring of policies, and activities to improve board performance through education, enriched input, and deliberation.

Accordingly:
1. The planning cycle shall end each year by November 1st in order that administrative decision-making and budgeting can be based on accomplishing the next one year segment of the Board’s most recent statement of long term ends.

2. The planning cycle shall start with the Board’s development of its agenda for the next year, and shall include:
   a. Scheduled linkage discussions and consultations with selected groups and persons whose insights and opinions may be helpful to the Board.
   b. Education discussions on governance matters, including orientation of new Board members in the Board’s governance process, and periodic discussions by the Board about means to improve its own process.
   c. Education related to E<em>n</em>ds policies (e.g. presentations by futurists, demographers, advocacy groups, staff, etc.).
   d. Scheduled monitoring of all policies.

3. Throughout the year the Board shall attend to consent agenda items as expeditiously as possible. An item may be added or removed from the consent agenda for separate consideration at the request of any Board member.

4. The Board shall conclude each meeting with agenda items to:
   a. Monitor the Board’s process and performance, consistent with GP-2.7 and GP-10, and
   b. Review action to be taken to prepare for the next Board meeting.

   <table>
   <tr>
   <td><strong>Monitoring Method:</strong></td>
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   <tr>
   <td><strong>Monitoring Frequency:</strong></td>
   <td>Annually at the January Board Meeting</td>
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   </table>

**GP-9 Board Member Code of Conduct**

A. The Board commits itself and its members to ethical, businesslike and lawful conduct, including proper use of authority and appropriate decorum.

B. Board members shall conduct all business in legal meetings in accordance with procedures prescribed in the rules and regulations and will reach decisions only after full consideration and debate on the issues in question. Once a decision is made, all Board members will abide in good faith by the decision.

Accordingly:

1. Board members shall represent the interests of the whole organization. This accountability supersedes:
   a. any conflicting loyalty to other advocacy or interest groups.
   b. loyalty based upon membership on other boards or staffs.
   c. conflict based upon the Board members’ use of the services provided by the District.

2. Board members may not attempt to exercise individual authority over the organization. The Board shall not be bound in any way by any statement or action on the part of any individual Board member, except when such statement or action is identified as a directive of the Board.
   a. Board members’ interaction with the District Director or with staff must recognize the lack of authority vested in individuals except when explicitly authorized by the Board.
   b. Board members’ interaction with the public, press or other entities must recognize the same limitation and the inability of any Board member to speak for the Board except to repeat explicitly stated Board decisions. This limitation does not restrict any Board member from engaging constituents directly regarding their concerns and needs.
c. Board members shall not publicly make or express individual negative judgments about District Director or staff performance. Any such judgments of District Director or staff performance shall be made in closed session and only by the Board.

3. Board members shall maintain confidentiality appropriate to issues of a sensitive nature and information that otherwise may tend to compromise the integrity or legal standing of the Board, especially those matters discussed in closed session.

4. Board members shall refrain from any self-dealing or any conduct of private business or personal services between any Board member and the District except as procedurally controlled to assure openness, competitive opportunity and equal access to otherwise “inside” information.

5. Board members must not use their positions to obtain for themselves, or for their family members, employment or the award of a contract with the District. Should a Board member desire employment or the award of a contract, he or she must first resign.

6. When the Board is to decide upon an issue about which a member has an unavoidable conflict of interest, that member shall recuse him/herself from the deliberation and abstain from the vote.

C. In order to build and maintain productive and effective relationships, Board members shall maintain a system of communication and interaction that builds upon mutual respect and trust.

Accordingly, Board members shall:

1. Exercise honesty in all written and interpersonal communication.
2. Demonstrate respect for the opinions of others.
3. Focus on issues rather than on personalities.
4. Maintain focus on common goals.
5. Communicate in a timely manner to avoid surprises.
6. Respect majority decisions of the Board.
7. Withhold final judgment on issues until fully informed.
8. Seek first to understand rather than to be understood.
9. Criticize privately, praise publicly
10. Use closed sessions appropriately and judiciously.
11. Maintain appropriate confidentiality.
12. Openly share personal concerns.
13. Take the initiative to communicate and ask questions for clarification.
14. Share information and knowledge.
15. Give direction as the whole, not as individuals.
16. Make every reasonable effort to protect the integrity and promote the positive image of the organization and one another.
17. Deal with outside entities or individuals, with members, staff, and each other in a manner reflecting fair play, ethics and straightforward communication.

Board members shall not:

1. Embarrass each other or the organization.
2. Intentionally mislead or misinform each other.
4. Undermine majority decisions of the board.
5. Assume responsibility for resolving operational problems or complaints.

**Monitoring Method:** Board self-assessment

**Monitoring Frequency:** Annually at the January Board Meeting
GP-10 Board member Conflict of Interest

Board members will annually disclose their involvement with other organizations, businesses or associations which might produce a conflict of interest. Board members are expected to avoid conflicts of interest involving any matter pending before the Board. A conflict of interest is deemed to exist when a Board member is confronted with an issue in which the Board member has a personal or pecuniary interest or an issue or circumstance that could render the Board member unable to devote complete loyalty and singleness of purpose to the organization.

Accordingly:

1. If a Board member has a personal or private interest in a matter pending before the Board, the Board member shall disclose such interest to the Board, shall not vote on the matter and shall not attempt to influence the decisions of other members of the Board.

2. The Board shall not enter into any contract with any of its Board members or with a firm in which a Board member has a controlling financial interest.

Accordingly, a Board member shall not:

   a. Disclose or use confidential information acquired in the course of official duties as a means to further the Board member’s personal financial interests or the interests of a member of the Board member’s immediate family.

   b. Solicit or accept a gift of substantial value or economic benefit for personal use which would tend to improperly influence a reasonable person, or which the Board member knows or should know is primarily for the purpose of a reward for official action.

   c. Engage in a substantial financial transaction for private business purposes with any employee of the District.

   d. Perform an official act that directly confers an economic benefit on a business in which the Board member has a substantial financial interest or is engaged as a counsel, consultant, representative or agent.

Monitoring Method: Board self-assessment
Monitoring Frequency: Annually at the January Board Meeting

GP-11 Process for Addressing Board member Violations

The Board and each of its Board members are committed to faithful compliance with the provisions of the Board’s policies. In the event of a Board member’s willful and continuing violation of policy, the Board shall seek remedy by the following process:

   a. Conversation in a private setting between the offending Board member and the Board Chair or other individual Board member designated by the Board.

   b. Discussion in an executive session between the offending Board member and the full Board.

   c. Request to the Summit County Manager and County Council for expulsion from the Board by 2/3 majority vote of the other Board members on the Board.

Monitoring Method: Board self-assessment
Monitoring Frequency: Annually at the January Board Meeting
CHAPTER 9

Executive Limitations

EL-1 Global Executive Constraint: amended January 23, 2019

The District Director shall not knowingly cause or allow any practice, activity, decision or organizational circumstance which is unlawful, unethical, unsafe, disrespectful, imprudent or in violation of Board policy or applicable laws and regulations governing Districts.

EL-2 Emergency District Director Succession: amended January 23, 2019

In the event of sudden and unexpected loss of Director services, the District Administrator shall assume duties to ensure the continued operation of the District until the Board appoints an interim Director.

EL-3 Treatment of Constituents / Others: amended January 23, 2019

With respect to Director and staff interactions with constituents and others with whom the District associates, the Director shall 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, the District Director shall 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; specifically, the Director shall not prohibit or make it difficult for a constituent to present a complaint to the Board if resolution has not been reached at the staff level.

4. Fail to disclose the opportunity to leverage relationships with other entities that share interests with the District.

5. Use methods of collecting, reviewing, transmitting or storing information that fail to protect confidential information.

6. Fail to consistently attend the quarterly Team Management Committee meeting of the Summit County Manager.

EL-4 Treatment of Staff: amended January 23, 2019

In compliance with Section 17B-1-803 of the Utah Code, SBSRD will establish a personnel system which incorporates policies for the following: recruiting, advancing, compensating, training, retention, fair treatment, and provision of information about political right and appeals procedures.

With respect to treatment of paid staff and volunteers, the District Director shall not cause or allow conditions, procedures, actions or decisions which are unlawful, unethical, unsafe, disrespectful, disruptive, undignified, imprudent, unreasonably secretive, or in violation of Board policy.

3These policies have been drawn, in substantial part, from the model offered boards in the book by John Carver and Miriam Mayhew Carver, Reinventing Your Board (San Francisco: Jossey-Bass, 2006) www.josseybass.com
Accordingly, the District Director shall not:

1. Fail to provide the SBSRD Board the opportunity to annually review its personnel policies to ensure they conform to the requirements of state and federal law, in accordance with Utah Code Chapter 17B-1-802.

2. Operate without written personnel policies which:
   a. Clarify personnel rules and procedures for staff.
   b. Provide for recruitment, selection, and advancement of employees on the basis of their relative ability, knowledge, and skills, including open consideration of qualified applicants for initial appointment.
   c. Provide for equitable and adequate compensation.
   d. Provide for training employees as needed to assure high-quality performance.
   e. Provide for the retention of employees on the basis of the adequacy of their performance, and separation of employees whose inadequate performance cannot be corrected.
   f. Provide for effective handling of appeals and grievances of employees without discrimination, coercion, restraint or reprisal.
   g. Protect against wrongful conditions such as sexual harassment, nepotism, and grossly preferential treatment for personal reasons.
   h. Protect against potentially harmful or unsafe conditions.
   i. Provide information to employees regarding their political rights and prohibited practices under the Hatch Political Activities Act, 5 USC Sec. 1501 through 1508.
   j. Provide for the fair treatment of employees by ensuring that no employee shall be subject to discrimination on the basis of race, political affiliation, gender, age, disability, color, national origin, religion, or marital status.

3. Fail to provide adequate job descriptions for all positions.

4. Fail to ensure that employees’ health will not be endangered by allowing conduct or activity that poses undue risk to their safety.

5. Fail to protect confidential information.

6. Promise or imply guaranteed employment or employ any employee on any basis other than “at will”.

7. Fail to provide educational opportunities that will continuously improve the professional abilities and expertise of staff.

8. Prevent staff from informing the Board if they have good reason to believe that critical issues are being misrepresented to the Board by the Director.

9. Fail to provide staff with an opportunity to become familiar with the provisions of this policy.

**EL-5 Staff Compensation and Benefits: amended January 23, 2019**

It is the policy of the District Board to provide for the employment of competent leaders, a sound division of duties and responsibilities, a fair salary schedule, and satisfactory working conditions. With respect to compensation and benefits for employees, the District Director shall not fail to develop compensation and benefit plans that adequately reward employees consistent with organizations of comparable size and type, and consistent with available resources.

Accordingly, the District Director may not:

1. Change his or her compensation and benefits, except as those benefits are consistent with a package for all other employees.
2. Fail to develop and implement salary policies and pay plans for personnel that comply with all requirements of state and federal law.

3. Fail to develop and implement compensation plans to attract and maintain top quality staff, consistent with the geographical and professional market within which the District operates.

4. Create compensation obligations over a longer term than revenues can be safely projected.

5. Establish or change benefits so as to cause unpredictable or inequitable situations, including those that:
   a. Cause unfunded liabilities to occur.
   b. Provide less than some basic level of benefits to all permanent employees.
   c. Allow any employee to lose benefits already accrued from any pre-existing plan.
   d. Treat the Director differently from other key employees.

EL-6 Staff Evaluation: amended January 23, 2019

With respect to evaluation of employees, the District Director shall not fail to develop and maintain an evaluation system that measures employee performance in terms of achieving the Board’s Ends policies and compliance with the Board’s Executive Limitations policies.

EL-7 Financial Planning and Budgeting: amended January 23, 2019

Financial planning for any fiscal year shall not deviate materially from the Board’s Ends policies, risk fiscal jeopardy to the District or fail to be derived from a multi-year plan.

Accordingly, the Director may not have a budget which:

1. Is not in a summary format understandable to the Board.

2. Fails to adequately itemize and describe revenues and expenditures.

3. Fails to show the amount spent in each program or area for the most recently completed fiscal year, the amount budgeted and projected for each program or area for the current fiscal year, and the amount recommended for the next fiscal year.

4. Fails to disclose budget-planning assumptions.

5. Plans for the expenditure in any fiscal year of more funds than are conservatively projected to be received during the year.

6. Fails to provide adequate and reasonable budget support for Board development and other governance priorities.

7. Fails to consider the fiscal soundness of future years or ignores the building of organizational capability sufficient to achieve Ends in future years.

8. Fails to reflect anticipated changes in employee compensation including inflationary adjustments, performance increases, and benefit changes.

9. Fails to reflect anticipated increases or decreases in the number of employees.
10. Fails to present to the Board on an annual basis a review and recommendation on property tax rates and collections, user fees, and a specific target for unrestricted net assets.

**EL-8 Financial Management: amended January 23, 2019**

With respect to the actual, ongoing condition of the District’s financial health, the Director shall 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 Ends, fail to exercise due and prudent care, or place the long term financial health of the organization in jeopardy.

Accordingly, the District Director 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 District’s anticipated revenues.

3. Fail to meet obligations in a timely manner.

4. Fail to continually review expenditures and effectiveness of budgetary controls in the departments of the District 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. Authorize any single purchase or commitment of greater than $20,000, except as provided in Chapter 2, Article II, Section 7.1a. 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 District Board or staff member.

14. Fail to make an annual presentation to the County Council, as the Governing Body, of the District’s goals, budget, and activities.

**EL-9 Asset Protection: amended January 23, 2019**

The Director shall not allow District assets to be unprotected, inadequately maintained, inappropriately used or unnecessarily risked.

Accordingly, the District Director shall not:
1. Fail to insure adequately against theft and casualty and maintain adequate liability protection for District Board members, staff, and the District itself.

2. Unnecessarily expose the District, 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 District, and closely supervise those having the care, management, collection, or distribution of public monies belonging to the District.

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

6. Make any purchase without strict compliance with District purchasing policies and procedures.

7. Receive, process or disburse funds under controls which are insufficient to meet the compliance standards of the District’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, District 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 as the Governing Body.

11. Fail to maintain a minimum general fund balances that exceed the allowed amount as designated by State law 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 District 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, vision, and values.

**EL-10 Communication and Support to the Board: amended January 23, 2019**

The District Director shall not fail to give the Board as much information as necessary to allow the District Board to be adequately informed and supported in their work.

Accordingly, the District Director shall not:

1. Fail to submit monitoring data required by the Board (see policy B/SR-4– Monitoring District Director Performance) in a timely, accurate, and understandable fashion, directly addressing provisions of the Board policies being monitored and including the Director’s interpretations.

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

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

4. Fail to advise the Board of changes in assumptions upon which Board policy has been established.
5. Fail to provide for the Board as many staff and external points of view and opinions as needed for fully informed Board decisions.

6. Fail to advise the Board if, in the Director’s opinion, the Board or individual members are not in compliance with the Board’s policies on Governance Process and Board-District Director Relations, particularly in the case of Board or Board member behavior that is detrimental to the work relationship between the Board and the District Director.

7. Fail to provide a mechanism for official Board, officer or committee communication.

8. Fail to 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. Fail to report in a timely manner any actual or anticipated noncompliance with any Board Ends or Executive Limitations policy.

10. Fail to supply sufficient information about items on the agenda to enable directors of the Board to make informed decisions.

11. Fail to provide to Board members a draft copy of Board meeting minutes as soon as practicable following each Board meeting.

12. Fail to provide electronic notice to Board members, including a proposed agenda and related information at least five days prior to a scheduled Board meeting.

13. Fail to supply for the consent agenda all items delegated to the Director, yet required by law or contract to be Board-approved, along with monitoring assurance.

**EL-11 Conduct of Appointments: amended January 23, 2019**

With respect to appointments to vacancies on the Board, the District shall follow procedures established by the Summit County Council and County Manager for timely notice and conduct of the processes necessary for such appointments consistent with the provisions of the Administrative Control Board Rules and Regulations and Utah Law.

Accordingly, the District Director shall not:

1. Fail to develop and execute a calendar with the Summit County Manager that provides ample time for conduct of the appointment process.

2. Fail to follow procedures for solicitation of Board members so that the County Council may consider a field of qualified candidates in filling vacancies on the Board.

3. Fail to develop a briefing document to advise interested parties as to the duties and responsibilities of a Board member and to confirm that the candidate should be able to meet those obligations.
CHAPTER 10

ENDS POLICIES

E-1 Purpose and Mission and Vision of Snyderville Basin Special Recreation District: amended January 23, 2019

The purpose-mission of the Snyderville Basin Special Recreation District is to enhance the quality of life. Our visionmission is to connect the community through recreation be the leader in providing outstanding and diverse Parks, Trails and Recreational experiences in an environmentally and socially responsible way.

As a result of our efforts, the community benefits from excellence in public recreation. Facilities developed and maintained and all program offerings for the benefit of the community shall be equal or superior to the best of products or services of comparable public recreation providers.

E-2 Effective Governance and Management: amended January 23, 2019

As a result of our efforts, Board members, the District Director, and staff will conduct themselves according to values established by the Board.

District endeavors shall exemplify the following values:
   a. We act with integrity.
   b. We have passion for what we do.
   c. We are accountable and make things happen.
   d. We embrace continuous learning and change
   e. We communicate openly, honestly and directly.
   f. We care about others and treat them with respect.
   g. We operate as a team.

E-3 Constituent Satisfaction: amended January 23, 2019

As a result of our efforts, District residents shall have confidence that their recreational needs are addressed with dependability, reliability, and professionalism, and to the highest standards of excellence.

E-4 Advocacy: amended January 23, 2019

As a result of our efforts, District residents shall have an effective advocate for the continuing advancement of public recreation facilities and services.

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4 These policies have been drawn, in substantial part, from the model offered boards in the book by John Carver and Miriam Mayhew Carver, Reinventing Your Board (San Francisco: Jossey-Bass, 2006) www.josseybass.com
CHAPTER 11

BUDGETARY/FISCAL POLICIES

Section I. Background

A. **Policy:** This shall be known as the Snyderville Basin Special Recreation District Fiscal Policy, adopted to comply with Budgetary/Fiscal Procedures set forth in Utah Code, 17B-1 Part 6, “Uniform Fiscal Procedures for Local Districts Act.” The County Council, as the Governing Body, after receiving a recommendation from the Board, will adopt specific procedures for the efficient handling, spending, accounting and reporting of public funds as prescribed by accepted accounting practices and state laws.

B. **Purpose:** This part is intended to provide uniform accounting, budgeting and financial reporting procedures in compliance with Utah state law. It is the purpose of this part to enable the District to make financial plans for both current and capital expenditures, to ensure that staff administers their respective functions in accordance with adopted budgets, and to provide the public and investors with information about the financial policies and administration of the District.

a. The County Council and the Board value honesty, integrity, and accountability in upholding their fiduciary responsibilities. The expectation of staff is to provide high quality information to the Board for effective decision making, striving for objectivity, accuracy, timeliness, clarity, and relevance in all matters of District finance.

Section II. Budgeting

A. **Budget Intent:** The County Council, as the Governing Body, after receiving a recommendation from the Board, will approve an annual budget that will pay the District’s operating expenses; provide for repairs and depreciation of facilities owned and operated by the District; plan for capital project improvements; pay the principal and interest on any bonds issued by the District; establish fee schedules, and; provide, as much as practicable a Fund Balance within the limits allowed by law to meet the annual cash flow needs of the District. There will be no deficit spending (expenditures in excess of the total budget). Budget forms submitted to the State Auditor must present a balanced budget.

B. **Budget Calendar:** The District Director shall prepare and present a budget calendar to the County Council and Board annually in August. The calendar will identify key dates including budget discussions, proper noticing, adoption of a tentative budget, public hearing date, formal adoption of budgets, and submittal of budget forms (within 30 days of adoption) to the State Auditor.

a. The District will provide notice to the Summit County Treasurer’s Office of the date, time and place of the budget hearing for publication with tax notices distributed annually in August.

C. **Budget Preparation:** On or before the first regularly scheduled meeting of the Board in October, the Director shall prepare a tentative budget and present it to the Board for its recommendation to the County Council, as the Governing Body. On or before the first regularly scheduled meeting of the County Council in November, the Director shall present and the Council shall adopt a tentative budget for each of the following funds for which a budget is required (17B-1-607)

a. General Fund
b. Debt Service Fund
c. Capital Project Funds, to include a separate accounting for impact fees.

i. In compliance with Utah Code 17B-1-605, major capital improvements financed by general obligation bonds, capital grants, or interfund transfers shall use a capital projects
fund budget unless the improvements financed are to be used for proprietary type activities.

ii. The County Council, in consultation with the District Director and the Board, may, in any budget year, give consideration to an appropriation from any fund balance to a reserve for capital projects for the purpose of financing future specific capital projects, including new construction, capital repairs, replacement, and maintenance under a formal long-range capital plan adopted by the County Council following a recommendation from the Board (17B-1-612).

D. **Board Review and Recommendation:** The District Director will provide opportunity for Board review, discuss, and recommend a tentative budget to the County Council, as the Governing Body, as outlined in Policy EL-7 Financial Planning and Budgeting.

E. **Budget Hearing:** A public hearing on all tentatively adopted budgets will be held at the time and place established by the County Council during the meeting at which the tentative budget is adopted. Legal notice will be published in the Park Record seven days in advance of the public hearing. The tentative budget will be made available for public inspection for at least seven days prior to the public hearing (17B-1-609).

   a. The District Director shall present the estimates of revenues and planned expenditures.
   b. The County Council chair shall open the public hearing at which time all interested persons in attendance shall be given an opportunity to be heard on the estimates of revenues and expenditures or any item in the tentative budget of any fund (17B-1-610).
   c. At the conclusion of the public hearing, the County Council may:
      i. Continue to review the tentative budget;
      ii. Insert any new items; or
      iii. Increase or decrease items of expenditure that were the proper subject of consideration at the public hearing, and;
      iv. Increase or decrease the total anticipated revenue to equal the net change in proposed expenditures to balance the budget.
   d. At the conclusion of the public hearing, the County Council may not decrease the amount appropriated for debt retirement and interest (17B-1-611).

F. **Exceeding Certified Tax Rate:** The District may not levy a tax rate that exceeds its certified tax rate until it meets the notice requirements, public hearing requirements and the County Council, as the Governing Body, after receiving a recommendation from the Board, adopts a resolution in accordance with Utah Code §59-2-919, as amended.

G. **Adoption of Budgets:** A budget for the ensuing fiscal year for each of the three District funds shall be adopted by resolution of the County Council, as the Governing Body, prior to the beginning of the next fiscal year (17B-1-614). The General Fund budget for operations and maintenance shall be adopted by total appropriation, not by department. Staff shall not make or incur expenditures or encumbrances in excess of total appropriations in the budget as adopted or as subsequently amended (17B-1-613; 17B-1-620).

**Section III. Accounting and Internal Controls**

A. **Record Keeping Requirements,** The District shall maintain financial records in conformance with the Utah State Auditor’s Office “Uniform Accounting Manual for Special Districts” and Utah Code, 17B-1-603, Uniform Accounting System.

   a. **Purchases,** All Purchases are to be made according to the purchasing policies and procedures adopted by the Board (Chapter 12).

   b. **Pre-numbered Checks,** Expenditures shall not be made using cash. Pre-numbered checks shall be used and all checks, including those voided, will be accounted for.
c. **Check Signatures.** Dual signature by authorized individuals is required for all District checks. Authorized individuals include the Board Chair, Board Treasurer, District Director, and Board’s designee (17B-1-635). Disbursements in excess of $5,000 require that one of the two signatures be that of either the Board Chair or Board Treasurer.

d. **State Purchasing Cards.** All receipts for purchases made with a state purchasing card shall be turned in to the Finance Department to document the transaction. Cardholders are responsible for the proper coding of purchases to fund and account number by department. Personal purchases are expressly prohibited.

e. **Authorization of Payables.** Individual invoices are to be signed by the Department Manager, Finance Department and District Director authorizing the expenditure within the approved budget.

f. **Board review of expenditures.** A list of all expenditures paid shall be prepared and submitted for approval by Board motion at each regularly scheduled business meeting. Individual invoices shall be made available for Board inspection at the request of any Board member.

g. **Bank Statements.** Bank statements shall be reconciled monthly and balanced to records of cash receipts and disbursements. The reconciliation shall be performed by a District employee who does not authorize or sign for cash receipts or disbursements.

h. **Receivables.** Records shall be maintained of all receivables.

i. **Collections/Deposits.** Board members are expected to have a good working understanding of District revenues. The Board Treasurer or his/her designee will ensure that all money due the District has been collected and deposited on a timely basis by staff. Deposits shall be made within a day of receipt when possible or within three (3) business days of their receipt if revenues are collected over a weekend (17B-1-633).

j. **Assets.** Records shall be maintained of all assets owned by the District and managed with “Asset Keeper” or comparable software according to the provisions of GASB rules.

k. **Debt Service.** Records shall be kept of all bonds or other debts owed by the District (17B-1-632). The District Director will ensure that principal and interest payments on GO bonds are made in a timely manner and understand that a delinquency in payment will constitute a “material event” which will be recorded with “Nationally Recognized Municipal Securities Information Repositories.” Delinquent payments may adversely affect the transferability and liquidity of the Bonds and their market price, and future SBSRD bond ratings.

l. **Interfund Loans.** Subject to restrictions imposed by bond covenants, statute, or other controlling regulations, Utah Code provides for loans by one fund to another (17B-1-626). Interfund loans must be authorized by the District Board, who shall prescribe interest rates, repayment terms, and any other conditions.

m. **Impact Fees.** The District shall establish separate interest bearing ledger accounts for each type of public facility for which an impact fee is collected; deposit impact fee receipts in the appropriate ledger account; retain the interest earned on each fund or account in the fund or account; and at the end of each fiscal year, prepare a report on each fund or account showing:
   i. the source and amount of all monies collected, earned, and received by the fund or account; and
   ii. each expenditure from the fund or account.
n. **Financial Records.** SBSRD will maintain a financial records management program for the District in accordance with the Records Retention section of the Uniform Accounting Manual for Local Districts.

<table>
<thead>
<tr>
<th>Financial Records</th>
<th>Public</th>
<th>Permanent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Financial Reports</td>
<td>Public</td>
<td>Permanent 4 years</td>
</tr>
<tr>
<td>Bank Statements</td>
<td>Public</td>
<td>4 Years</td>
</tr>
<tr>
<td>General Ledger</td>
<td>Public</td>
<td>10 Years</td>
</tr>
<tr>
<td>Timesheets</td>
<td>Public</td>
<td>3 Years</td>
</tr>
<tr>
<td>A/R &amp; A/P</td>
<td>Public</td>
<td>4 Years</td>
</tr>
<tr>
<td>Deposit Slips</td>
<td>Public</td>
<td>34 Years</td>
</tr>
<tr>
<td>Check Register</td>
<td>Public</td>
<td>7 Years</td>
</tr>
<tr>
<td>Receipt Books</td>
<td>Public</td>
<td>3 Years</td>
</tr>
<tr>
<td>Fixed Asset Lists</td>
<td>Public</td>
<td>10 Years</td>
</tr>
</tbody>
</table>

**Section IV. Deposits and Investments**

A. The District shall comply with all of the provisions of the State Money Management Act and Rules of the State Money Management Council for all District operating funds. The Money Management Act governs how all public funds in the state are to be deposited and invested. The Board Treasurer is the custodian of all money, bonds, or other securities of the District and will keep current on all quarterly reports provided by the Utah Money Management Council, including:
   a. A current list of qualified depositories eligible to accept deposits of public funds, and
   b. A current list of certified dealers authorized by statute to conduct investment transactions with public treasurers.

B. The District shall file deposit and investment reports with the Utah Money Management Council, as requested (January and July).

**Section V. Physical Controls**

A. **Protected Access to Automated Systems.** It is the policy of the District that those employees responsible for the processing of payments, transfers, payroll or other accounting functions have password protected access to the applicable automated functions necessary for the task assigned.

B. **Computer Backup and Recovery.** It is the policy of the District that measures are taken to provide for daily backup of the computer network and that procedures are in place and periodically reviewed to prevent the loss or unauthorized use of resources.

C. **Physical Restrictions.** Physical restrictions shall be used as a protective measure for safeguarding District assets and data. It is the policy of the District to implement and adapt physical controls based on continual risk assessment. Door locks, fences, cash registers, locked files, fireproof files, and controlled access to keys, equipment, and materials and supplies are recommended strategies.

D. **Surveillance.** Surveillance cameras placed appropriately shall be used as a protective measure for monitoring cash handling and employee conduct, and as a means to deter and/or document vandalism of District facilities.

E. **Independent Checks.** It is the policy of the District to provide independent checks on personnel performance. These checks are to be carried out by managers or employees who are not assigned to the
task, or did not do the work, to ensure the reliability and efficiency of operations. Independent checks are intended to:

a. Promote orderly, economical, efficient, and effective operations and to produce quality products and services consistent with the District’s mission;
b. To safeguard resources against loss due to waste, abuse, mismanagement, errors, and fraud; and
c. To ensure adherence to laws, regulations, contracts, and management directives.

Section VI. Reporting

A. Quarterly Financial Report. In accordance with Utah Code, a quarterly financial report shall be prepared and presented to the Board showing the financial position and operations of the District for that quarter and the year to date status. (17B-1-638)

B. Deposit and Investment Report. In accordance with Utah Code, the Board Treasurer or his/her designee shall file a semi-annual financial report with the State Money Management Council. (51-7-15)

C. Budget Certification. The Board Treasurer shall certify a copy of the final budget for each fund and the District Director shall file such certified budget to the State Auditor within 30 days after adoption. (17B-1-614)

D. Impact Fee Report: Utah Code requires the District to report on impact fee collections (11-36a-601). The report shall be (1) submitted to the State Auditor’s Office within 30 days following year end, (2) presented as a schedule in the supplementary information section of the District’s financial statements, and (3) file as a public document in the District office. The annual report shall be in a format developed by the state auditor, certified by the District Director, and will identify:

a. Impact fee funds by the year in which they were received.
b. The project from which the funds were collected.
c. The capital projects for which the funds were budgeted
d. The projected schedule for expenditure; impact fees must be expended within six years from the time they are collected. (11-36a-602)

E. Independent Audit. Utah Code requires an annual independent external audit of the District to be performed. (17B-1-639; 17B-1-640) The independent audit shall be submitted to the State Auditor’s Office within 180 days after the close of each fiscal year. (51-2a-202) Copies of the audit report shall be filed as a public document in the District office.

F. Continuing Disclosure. In accordance with the provisions of paragraph (b) (5) (i.) (A) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “Rule”), the District will file or cause to have filed Financial Statements and Continuing Disclosure Memorandum by July 15th of each year. If the filing is delinquent, a “material event” will have occurred.

a. On July 1, 1997, the District entered into a “Continuing Disclosure Assistance Agreement” between the District and Zions First National Bank for the benefit of the beneficial owners of the Bonds to send certain information annually and to provide notice of certain events to certain information repositories pursuant to the requirements of the Rule. Zions Bank assists the District in meeting the District’s Continuing Disclosure Requirements under the Rule.

The following schedule shows which reports and payments are required, when they are due, and where they should be sent.
<table>
<thead>
<tr>
<th>Name of Report</th>
<th>When Due</th>
<th>Send To</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adopted Budget</td>
<td>Following adoption</td>
<td>Summit County Auditor</td>
<td><a href="mailto:mhoward@summitcounty.org">mhoward@summitcounty.org</a> <a href="mailto:rjudd@summitcounty.org">rjudd@summitcounty.org</a></td>
</tr>
<tr>
<td>Adopted Budget</td>
<td>Following adoption</td>
<td>Summit County Treasurer</td>
<td><a href="mailto:cforsling@summitcounty.org">cforsling@summitcounty.org</a></td>
</tr>
<tr>
<td>Adopted Budget</td>
<td>Following adoption</td>
<td>Summit County Council</td>
<td><a href="mailto:tfisher@summitcounty.org">tfisher@summitcounty.org</a> <a href="mailto:asingleton@summitcounty.org">asingleton@summitcounty.org</a></td>
</tr>
<tr>
<td>Adopted Budget</td>
<td>Not later than 30 days after adoption</td>
<td>State Auditor’s Office</td>
<td><a href="http://www.sao.utah.gov">http://www.sao.utah.gov</a></td>
</tr>
<tr>
<td>Impact Fee Fund Certification</td>
<td>End of fiscal year</td>
<td>State Auditor’s Office</td>
<td><a href="http://www.sao.utah.gov">http://www.sao.utah.gov</a></td>
</tr>
<tr>
<td>Financial Statements (Independent Audit)</td>
<td>Not later than 180 days after year end</td>
<td>State Auditor’s Office</td>
<td><a href="http://www.sao.utah.gov">http://www.sao.utah.gov</a></td>
</tr>
<tr>
<td>UT or Survey of Local Governments</td>
<td>Not later than 180 days after year end</td>
<td>State Auditor’s Office</td>
<td><a href="http://www.sao.utah.gov">http://www.sao.utah.gov</a></td>
</tr>
<tr>
<td>Financial Statements (Independent Audit)</td>
<td>Following Auditor’s Report to Board</td>
<td>Summit County Auditor</td>
<td><a href="mailto:mhoward@summitcounty.org">mhoward@summitcounty.org</a> <a href="mailto:rjudd@summitcounty.org">rjudd@summitcounty.org</a></td>
</tr>
<tr>
<td>Financial Statements (Independent Audit)</td>
<td>Following Auditor’s Report to Board</td>
<td>Summit County Treasurer</td>
<td><a href="mailto:cforsling@summitcounty.org">cforsling@summitcounty.org</a></td>
</tr>
<tr>
<td>Financial Statements (Independent Audit)</td>
<td>Following Auditor’s Report to Board</td>
<td>Zion’s Bank Public Finance</td>
<td><a href="mailto:brian.baker@zionsbank.com">brian.baker@zionsbank.com</a> <a href="mailto:cara.bertot@zionsbank.com">cara.bertot@zionsbank.com</a></td>
</tr>
<tr>
<td>Financial Statements (Independent Audit)</td>
<td>Following Auditor’s Report to Board</td>
<td>Summit County Council</td>
<td><a href="mailto:tfisher@summitcounty.org">tfisher@summitcounty.org</a> <a href="mailto:asingleton@summitcounty.org">asingleton@summitcounty.org</a></td>
</tr>
<tr>
<td>Deposit and Investment Report</td>
<td>Twice annually on or before Jan. 31 and July 31</td>
<td>State Treasurer’s Office</td>
<td>State Capitol</td>
</tr>
<tr>
<td>Certified Tax Rate Work Sheet</td>
<td>June</td>
<td>Summit County Auditor</td>
<td>P.O. Box 128 Coevalle, UT 84017</td>
</tr>
<tr>
<td>Unclaimed Property Report</td>
<td>As requested</td>
<td>State Treasurer’s Office</td>
<td>State Capitol</td>
</tr>
<tr>
<td>Continuing Disclosure</td>
<td>July</td>
<td>Prepared by Zion’s Bank</td>
<td>Submitted online by Zions</td>
</tr>
<tr>
<td>GO Bond Principal and Interest Payments</td>
<td>June And December</td>
<td>Anna Dee Hooper Zion’s Bank Trust Administrator</td>
<td>Electronic Transfer via PTIF</td>
</tr>
</tbody>
</table>

**Section VIII. Insurance**

A. The District will effectively managing risk and provide for the general liability insurance needs of the District (17B-1-113).

B. The District will provide for Unemployment Insurance.

C. The District will provide for Workers Compensation Insurance.

D. The District will bond the Board Treasurer and employees who have the responsibility for the safekeeping and investment of public funds in keeping with Utah Code. (51-7-15)
Effective January 10, 2018

<table>
<thead>
<tr>
<th>Budget</th>
<th>Percent for Bond</th>
<th>Minimum Bond</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,000,000 to $5,000,000</td>
<td>6% but not less than</td>
<td>$70,000</td>
</tr>
<tr>
<td>$5,000,001 to $10,000,000</td>
<td>5% but not less than</td>
<td>$300,000</td>
</tr>
<tr>
<td>$10,000,001 to $25,000,000</td>
<td>4% but not less than</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

Section IX. Fund Balance Limitations

A. It is the policy of the Board to maintain a Fund Balance in the general fund of 50% of the current year’s property tax revenues. The accumulation of the Fund Balance in the general fund may not exceed 100% of the current year’s property tax collections. (17B-1-612) In accordance with Utah Code, an accumulated fund balance may be used only:

a. To provide cash flow to finance expenditures from the beginning of the budget year until general property taxes or other applicable revenues are collected;

b. To provide a resource to meet emergency expenditures under Utah Code Section 17B-1-623; and

c. To cover a pending year-end excess of expenditures over revenues from an unavoidable shortfall in revenues. (17B-1-612)

Section X. Asset Capitalization

A. In compliance with GASB Statement No. 34, the Board has adopted the following asset capitalization policy:

a. **Threshold.** - Capital assets of the District include property, buildings, and equipment. Capital assets are defined by the District as assets with an initial, individual cost of $5,000 or more and an estimated useful life in excess of two years.

   i. Donated capital assets shall be recorded at estimated fair market value at the date of donation. The costs of normal maintenance and repairs that do not add to the capacity of the asset or materially extend the asset’s life shall not be capitalized.

b. **Useful Life of Asset Class.** - Capital assets of the District shall be categorized into specific asset groupings that are then further classified into similar class lives. Examples of District’s assets classes and associated useful life categories are as follows:

```
<table>
<thead>
<tr>
<th>ASSET</th>
<th>CLASS LIFE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land</td>
<td>0 Years</td>
</tr>
<tr>
<td>[Land includes property used for trailheads, parks, and land on which building structures are placed]</td>
<td></td>
</tr>
<tr>
<td>Building Structures</td>
<td>40 Years</td>
</tr>
<tr>
<td>[Building structures include the architecture, construction, engineering, and other major costs associated with the creation of trailhead, park, recreation facility, and administrative building structures]</td>
<td></td>
</tr>
<tr>
<td>Capitalized Subcomponents of Building Structures</td>
<td></td>
</tr>
<tr>
<td>- Security/Phone Systems</td>
<td>10 Years</td>
</tr>
<tr>
<td>- Railings/Welding</td>
<td>20 Years</td>
</tr>
<tr>
<td>- Furniture/Fixtures</td>
<td>10 Years</td>
</tr>
<tr>
<td>- Concrete</td>
<td>20 Years</td>
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```
<table>
<thead>
<tr>
<th></th>
<th>Fitness Equipment</th>
<th>7 years</th>
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</thead>
<tbody>
<tr>
<td><strong>Trail Systems</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Natural Backcountry Trails</td>
<td>0 years</td>
<td></td>
</tr>
<tr>
<td>Soft Surface Trails [Land]</td>
<td>15 Years</td>
<td></td>
</tr>
<tr>
<td>Hard Surface Trails</td>
<td>20 Years</td>
<td></td>
</tr>
<tr>
<td>Wooden Bridges</td>
<td>20 Years</td>
<td></td>
</tr>
<tr>
<td>Other Bridges/Undercrossing/Overpasses</td>
<td>30 Years</td>
<td></td>
</tr>
<tr>
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**Method of Depreciation.** - Capital assets of the District shall be depreciated using the straight-line method with a zero salvage value.
PERSONNEL POLICIES

SNYDERVILLE BASIN
SPECIAL RECREATION DISTRICT

5715 TRAILSIDE DRIVE
PARK CITY, UT 84098
435-649-1564
435-649-1567 (Fax)
www.basinrecreation.org
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SPECIAL RECREATION DISTRICT
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SECTION 1 - PERSONNEL SYSTEM PROVISIONS

A. **Purpose:**
Snyderville Basin Special Recreation District ("District") is a special service district created pursuant to Utah Code Ann. Title 17D and operating under the laws of the State of Utah and administers public funds. The policies and procedures relative to the personnel working for the District are set forth for a dual purpose:

1. To give employees clear, concise information as to their rights, privileges, obligations and responsibilities.

2. To provide the administration direction in dealing fairly and consistently with all employees.

B. **Functions Of The Manual:**
It is the policy of the District that this manual be used as an outline of the basic personnel policies, practices, and procedures for the District. The manual, however, is not intended to alter the employment-at-will relationship in any way.

1. This manual contains general statements of District policy and should not be read as including the fine details of each policy, nor as forming an express or implied contract or promise that the policies discussed in it will be applied in all cases. The District may add to the policies in the manual or revoke or modify them from time to time. Every effort will be made to keep the manual current, but there may be times when policy will change before this material can be revised.

2. All manuals are District property and are assigned to employees holding a District position. The District Director is responsible for distribution of the manuals to newly hired employees. Each employee shall sign a statement that they have received, read and understand the manual. Amendments shall be distributed through the District Director. Each employee shall sign a statement that they have received, read and understand the amendment.

3. An Administrative Control Board has been established with the authority to review and recommend changes in the District’s personnel policies. Department managers and supervisors are encouraged to recommend changes or new policies. All policies are to be adopted in final form by the Governing Body of the District. Once adopted, the District DirectorSummit County Personnel Director ("Personnel Director") is responsible for disseminating new policy information to Staffthe District Director for distribution.
4. The District Director, department managers, and supervisors should refer to the manual whenever questions of policy interpretation or implementation arise. They should, when possible, refer the employee to the policies and to, exercise caution in copying materials and avoid disseminating fragmented portions of these policies. Issues needing clarification should be referred to the Personnel Director.

5. As used in the manual:
   a. The words "shall" or "will" are to be construed as mandatory and the word "may" as permissive;
   b. Any reference to a specific gender shall be construed to include both genders.

C. **Applicability of Policies and Procedures:**
The policies and procedures set forth herein shall apply to all personnel, except where specifically excluded within the text of individual contracts or elsewhere in this document. If lawful and applicable federal or state governmental regulations concerning elected and appointed officials are contrary to these policies, such governmental regulations shall have precedence. These policies and procedures do not apply to members of boards and commissions, persons engaged under contract to supply professional or technical services, and volunteer personnel who receive no or nominal compensation from the District.

D. **System Standards:**
The system standards subscribed to by the District shall conform to the following:

1. Recruiting, selecting, and advancing employees on the basis of their relative ability, knowledge, and skill levels, including open consideration of qualified applicants for initial appointment.

2. Providing equitable and adequate compensation.

3. Educating employees as needed, to assure high quality performance and justify reasonable performance standards.

4. Normally, retaining employees on the basis of the adequacy of their performance, correcting inadequate performance, and separating employees whose inadequate performance cannot be corrected or corrected in a timely manner.

5. Assuring non-discrimination for applicants and employees in all aspects of personnel administration without regard to political affiliation, race, color, national origin, age, military status, disability, sexual orientation,
gender identification, and with proper regard for their privacy and constitutional rights as citizens.

6. Providing information to employees regarding their political rights and prohibited practices under the Hatch Act or related legal guidelines.

7. Providing a formal procedure for processing the appeals and grievances of employees without discrimination, coercion, restraint, or reprisal.
SECTION 2 - EQUAL EMPLOYMENT OPPORTUNITY

A. Legal Compliance:
It is the policy of the District to comply with the guidance set forth in Title VII of the Civil Rights Act of 1964 according to Public Law 92-261 approved March 24, 1972; with Executive Order No. 11246, of September 24, 1967; with Title V, Section 503 of the Rehabilitation Act of September 26, 1973 (Public Law 93-112); Americans with Disabilities Act of July 26, 1990; Civil Rights Act of 1991; amendments to the above laws and any other regulation which is or may yet be promulgated relating to fair employment practices.

B. Anti-Discrimination:
The District will provide fair treatment of applicants and employees in all aspects of personnel administration without regard to race, color, religious creed, sex, national origin, age, military status, disability (including breast feeding and/or pregnancy), sexual orientation, gender identification and with proper regard for constitutional rights. No class of jobs will be closed to any individual because of the above referenced criteria.

C. Compensation:
Employees will be compensated on the basis of equal pay for equal work as determined through a formal job classification system. No individual will receive reduced compensation for equal work on the basis of race, color, religion, sex, national origin, age, military status, disability (including breast feeding and/or pregnancy), sexual orientation or gender identification.

D. Nepotism:
It shall be the policy of the District to comply with the Anti-Nepotism provisions of Utah Code §52-3-1 et. seq.

1. Employment of relatives and household members prohibited.


   a-b. “Household member” means a person who resides in the same residence as the public officer.

   b-c. No supervisor may employ, appoint, or vote for or recommend the appointment of a relative or household member in or to any position of employment, when the salary, wages, pay, or compensation of the individual will be paid from public funds and the individual will be directly supervised by a relative or household member, except as follows:
1) The individual is eligible or qualified to be employed by the District as a result of their compliance with merit system laws or regulations;

2) The individual will be compensated from funds designated for vocational training;

3) The individual is a volunteer as defined by the Utah Code Title 67, Chapter 20;

4) The individual is the only person available, qualified, or eligible for the position; or

5) The Board determines that the supervisor is the only person available or best qualified to perform supervisory functions for the individual.

c.d. No supervisor may directly supervise an individual who is a relative or household member when the salary, wages, pay, or compensation of the relative or household member will be paid from public funds, except as follows:

1) The relative or household member was appointed or employed before the supervisor assumed their position, if the relative's or household member's appointment did not violate the provisions of Utah Code §52-3-1 in effect at the time of their appointment;

2) The individual is eligible or qualified to be employed by the District as a result of their compliance with merit system laws or regulations;

3) The individual will be compensated from funds designated for vocational training;

4) The individual is a volunteer as defined by Utah Code;

5) The individual is the only person available, qualified, or eligible for the position; or

6) The Board determines the supervisor is the only person available or best qualified to perform supervisory functions for the individual.

d.e. When the District Director or department manager supervises a relative or household member:
1) The supervisor shall make a complete written disclosure of the relationship to the Personnel Director, District Director, and the Board;

2) The supervisor who exercises authority over a relative may not evaluate the relative's job performance or recommend salary increases for the relative.

e.f. No individual may accept or retain employment if they are paid from public funds, and they are under the direct supervision of a relative, except as follows:

1) The individual was appointed or employed before the supervisor assumed their position;

2) The individual is eligible or qualified to be employed by the District as a result of their compliance with merit system laws or regulations;

3) The individual is the only person available, qualified, or eligible for the position;

4) The individual is compensated from funds designated for vocational training;

5) The individual is a volunteer as defined by Utah Code; or

6) The Board has determined that the individual's relative is the only person available or qualified to supervise the individual.

E. **Affirmative Action:**

The District shall take affirmative action in all aspects of personnel management to assure compliance with Equal Employment Opportunity standards (EEO). Affirmative Action plans and programs shall be undertaken when deemed necessary by the District Director or Personnel Director or otherwise required by a regulatory agency of the State of Utah or the federal government. Implementation shall be at the direction of the District Director.
SECTION 3 - ADMINISTRATION

A. Administration of Policies
The day-to-day management of personnel activities and operations within the District is the responsibility of the District Director under the direction of the Board. The District Director shall coordinate with the Personnel Director in managing all aspects of the personnel management system and enforce all policies and procedures which shall include but not be limited to:

1. The administration of the classification and compensation plans.
2. The administration of a system of employee performance management.
4. Procedures involving the training and disciplining of employees.
5. Maintenance of all personnel records and actions.
6. Promotions, demotions, suspensions, and separations.
7. Reassignments and reclassifications.
8. Make reasonable and practical interpretations in the absence of precedent regarding the meaning and intent of policies, procedures, etc.
9. Other actions as prescribed by District rules, regulations, policies and procedures.

B. Personnel Committee
In order to review policies and procedures, job descriptions, grievances, and other items of personnel nature, the Board shall establish a Personnel Committee (PC) as a subcommittee of the Board.

1. General Organization: The PC shall be comprised of the Personnel Director and three (3) members of the Board appointed by the Chair.
2. Chairperson: The Personnel Director shall be the chair, but shall be a non-voting member of the PC.
3. Authority: The PC shall have an advisory role only, unless otherwise allowed or delegated by the Board or these policies.
Personnel policy proposals or recommendations shall be submitted to the Board who shall then make a formal recommendation to the District Governing Body.

C. **Management Prerogative**
The District Director and department managers retain the responsibility to exercise all managerial functions including:

1. To assign, supervise, discipline, and dismiss employees;
2. To determine and change starting times, ending times, and shifts which are consistent with District policy;
3. To transfer employees within other departments within the District and other classifications;
4. To recommend the size and qualifications of the work force to the District Director and/or Board;
5. To determine and change methods by which departmental operations are to be carried out;
6. To assign duties to employees in accordance with the District’s needs and requirements and to carry out all ordinary administrative and management functions.

D. **Employee Supervision**
It is the policy of the District that the work of all employees is to be assigned, directed, and reviewed by supervisory personnel. Employees ordinarily are to have only one supervisor to whom they report.

1. A primary role of each supervisor is to provide an effective link between management and non-management employees. As such, supervisors are expected to communicate the goals and policies of management to their employees. At the same time, they are expected to communicate back to management the attitudes, suggestions, and complaints of their employees.

2. Supervisors must, in addition to mastering the technical skills needed for their work unit, be able to lead and motivate their employees to do their jobs effectively and efficiently. To this end, supervisors should be prepared to:
   a. Treat employees as individuals;
   b. Give recognition for good performance, as well as guidance
for correcting mistakes;

c. Explain in advance when and why changes are necessary;

d. Recommend employees with growth potential for promotion, even if it means losing them to other departments;

e. Show integrity by admitting mistakes instead of shifting the blame to others;

f. Be impartial and let employees know the reasons for any decisions that might be interpreted as unfair;

g. Demonstrate a desire for good performance by setting work goals and standards for employees;

h. Perform and complete employee performance evaluations in accordance with District guidelines. Evaluations shall be in conducted during the month of December each year;

i. Create a feeling of teamwork and belonging among employees; and

j. Set good examples by holding themselves to the standards of conduct and performance that they demand of their employees.

3. Supervisors are responsible to ensure that the goals regarding employee conduct and performance established by management are achieved and that the personnel policies established by this manual are implemented. Therefore, they are expected to be involved in:

a. Recommending the hiring of personnel and overseeing special job training;

b. Keeping employees informed on factors relating to their work assignments, work progress, and opportunities for advancement;

c. Evaluating the performance of new employees on a monthly basis, regular employees annually, and employees who are being terminated;

d. Recommending salary adjustments, promotions, transfers, and termination of employees under existing District policies;
e. Scheduling vacations, lunch, and rest breaks;
f. Approving reimbursement of employee expenses;
g. Controlling absenteeism and tardiness and approving requests for time off;
h. Verifying employee time records and approving overtime when necessary;
i. Recommending job elimination when appropriate;
j. Complying with applicable federal and state laws and regulations concerning employee safety;
k. Maintaining neat and orderly work areas;
l. Implementing all policies and procedures; and
m. Ensuring that all rules and regulations are observed by employees.

4. Nothing in this policy should be considered as a contract or promise, express or implied, to employees that supervisors will in each case perform any or all of the activities described above, or that such activities will be performed uniformly in each case.

E. **Official Personnel Records**

1. It is the policy of the District to maintain personnel records for applicants, employees, and past employees in order to document employment related decisions, evaluate and assess policies, and comply with government record keeping and reporting requirements.

2. The District strives to balance its need to obtain, use, and retain employment information with each individual's right to privacy. To this end, it attempts to restrict the personnel information maintained to that which is necessary to conducting District business or which is required by federal or state law or County ordinance.

3. The Personnel Director is responsible for overseeing the record keeping for all personnel information and will specify what information should be collected and how it should be stored and secured. According to law, all medical files shall be maintained separate from other personnel records.
4. Employees have a responsibility to make sure their personnel records are up to date and should notify the department manager, District Director, and/or the District Administrator/Personnel Director of any changes in at least the following:
   a. Name;
   b. Address;
   c. Telephone number;
   d. Marital status (for benefits and tax withholding purposes only);
   e. Number of dependents;
   f. Addresses and telephone numbers of dependents and spouse or former spouse (for insurance purposes only);
   g. Beneficiary designations for any of the District's insurance, disability, and retirement plans;
   h. Persons to be notified in case of emergency.

5. Personnel records shall contain, as appropriate:
   a. Record of application for employment and employment eligibility certification (I-9);
   b. Reference to transcripts of academic preparation;
   c. Performance evaluation ratings;
   d. References to any formal reprimand, corrective action or commendation;
   e. Records of actions affecting employee salary, status, or standing;
   f. Leave records; and
   g. Any other information felt to be pertinent by the department manager, District Director, Personnel Director or employee.

6. The District will, upon written request, supply the employee with a copy of any document it places in the employee's file.
7. An employee has the right to review, upon written request, the contents of their personnel record as governed by law and may challenge any information contained in the official personnel record, but may not remove any of its contents. All challenges must be directed to the Personnel Director and District Director.

8. If a disciplinary action is rescinded or disapproved upon appeal, all forms, documents, and records pertaining to the case shall be removed from the personnel record and destroyed.

9. Personnel records are private data and available for review only to the employee and persons authorized by law or as determined by the District Director to have a legitimate "need to know." A log or record of those reviewing personnel records and information shall be maintained together with the reasons for access to the records. All requests for reviews of personnel records shall be in writing and review shall be done in the presence of the District Director or their designee.

10. Requests for Information:
Information and records management shall be conducted in a manner consistent with the Utah Government Records Access & Management Act (GRAMA), as amended within the Utah Code. Any person requesting information or documents under GRAMA must submit a written request on an approved form, detailing the specific information or document requested and the number of copies. Any request asking for information regarding verification of employment, including name, gender, gross compensation, job titles, job descriptions, business addresses, business telephone numbers, numbers of hours worked per pay period, dates of employment, relevant education, previous employment, and similar job qualifications of present employees, shall be directed to the District Director and shall be deemed public information as provided by Utah law, unless otherwise classified.

Any request for information regarding a reference check on a former or current employee shall be forwarded to the District Director or designee, who shall issue a response similar to employment verification. Under no circumstances shall character judgments be issued during these requests.

Any GRAMA request seeking information which can be classified as private, controlled or protected under the provisions of Utah Code §63-2-302 through §63-2-304, shall be first referred to the Summit County Attorney’s Office for review. The County and/or District reserves the right to assess a fee to cover the costs of
reviewing, collecting, and copying information requested under GRAMA.

11. **Records Retention**: All active employee files shall be kept up to date and the content of the file must be relevant to some aspect of current employment and work history. All records related to inactive or terminated employees shall be retained as required by law. For complete and accurate records of all medical examinations required by the law and records of any personal or environmental monitoring of exposure to hazardous materials - such records are required by OSHA to be retained for 30 years.

F. **"At-will" Confirmation**
Nothing in this manual should be considered as altering the employment-at-will relationship or as creating an express or implied contract or promise concerning the policies or practices that the District has implemented or will implement in the future. Accordingly, the District retains the right to establish, change, and abolish its policies, practices, rules and regulations at will, and as it sees fit.

G. **Savings Clause**
If any provision of these policies and procedures or the application thereof is found to be in conflict with any state or federal law, the conflicting part is hereby declared inoperative to the extent of the conflict, but such conflict shall not affect the operation of the remainder of these policies and procedures or any of its application.
SECTION 4 - POSITION MANAGEMENT

A. **Position Allocation:**
It is District policy, as much as possible, to initiate proposed changes in the number of personnel or reclassification of personnel during the process of budget approvals for the ensuing year. This allows for the most thorough consideration of personnel expenditures and available revenues. The establishment of a position by the District cannot take place without the appropriate budget approval of the Governing Body. No person shall be hired or appointed and no regular employee promoted to any position (exceptions may occur for the occasional emergency/temporary, contractual or part-time professional work needs), until it has been properly allocated as follows:

1. The development or revision of a current job description.
2. The proper classification of the position and assignment to an established pay range.
3. The presentation of justification as to the need for the position or for the promotion and advancement of an employee.
4. Verification that funds are available to support the position, promotion or change in classification.

B. **Job Description: Amended January 23, 2019**
The initial content of all job descriptions shall be provided by subject matter experts such as department managers, District Director, supervisors, and incumbent workers through the use of questionnaires, written documents, and related materials. If needed, verification shall be obtained through on-site job audits conducted or coordinated by the Personnel Director/District Administrator. Based upon obtained information, the District Director or their designee shall prepare the description in approved format for finalizing. The District Director shall utilize the Personnel Committee to review and finalize the description for full-time positions. All employees will be assigned to a position with an established job description and must be able to meet the requirements for performing the "essential functions" of the position to which assigned. Standard formats shall be established by the Personnel Director to include essential and marginal duties and responsibilities and minimum qualifications (training, education, and experience). The description shall be used by the District as the basis for:

1. The classification of the position and determination of its rate of pay.
2. Preparation of examinations and for determination as to whether an applicant or employee meets minimum requirements for a particular class of positions.
3. For preparation of a position announcement soliciting applications from interested individuals for position vacancies.

4. The orienting of a new employee to the duties and responsibilities of a position to which hired or promoted by an administrative officer, supervisor or department manager.

5. The development of performance management objectives and evaluations.

C. Classification:
All District positions are evaluated on a set of common factors (i.e., difficulty of work, complexity, judgment, responsibility, controls over the work, minimum qualifications, education and training, physical environment, etc.) and assigned a grade encompassing a specific salary range on the salary plan. All employees hired on a full-time or part-time basis will receive compensation according to the classification of the position for which they are hired. Recommendations for advancement shall be in writing, and must be approved by the District Director and Personnel Director.

D. Reclassification:
If the duties and responsibilities of a position change significantly, the department manager shall submit a request for reclassification to the District Director and Personnel Director with a draft job description. The Personnel Director will perform an analysis of the job to determine reclassification eligibility. Reclassification of a position to a class with a lower pay range shall not generally change an employee's salary. Normally, the employee's pay shall be adjusted within the new pay range which is at least equal to the current salary. The District Director may utilize the Personnel Committee to review and finalize the description.

E. Reorganization:
Reclassification may be required from time to time as a result of reorganization. Circumstances may arise from the reorganization or reclassification process which require the abolition of a position, which shall be treated as a reduction-in-force (see Section 7, paragraph C). Reorganization shall also be sufficient cause for reclassification by way of reassignment (see Section 7, paragraph I and J). In an effort to minimize the effects of a reduction-in-force brought about by reassignment, reclassification or reorganization, the following options shall be considered:

1. The employee may be assigned to a lesser position.

   OR

2. The employee may be reassigned to another position within the employee’s department, depending upon qualifications and available conditions.
position.

3. If the employee's pay is greater than the maximum for the position to which assigned or transferred the employee shall be placed on a salary freeze for a period not to exceed two (2) years. If during the two year period, the employee’s rate of pay falls back within the assigned pay range, the freeze shall be lifted. If at the end of two years, the employee's pay rate still falls above the maximum of the pay range, that employee's pay rate shall be reduced to the maximum of the assigned position.
SECTION 5 - HIRING FOR NEW AND VACANT POSITIONS

A. Recruiting:
Selecting and advancing employees in the District personnel system shall be on the basis of their ability, knowledge, and skill levels related to the vacant position. The District Director may execute, with the approval of the Board, written employment agreements for certain services.

B. Disqualification:
The District reserves the right to reject any application which is incomplete or indicates on its face that the applicant does not possess the minimum qualifications required for the position. Applicants and subsequently hired applicants who make false or misleading statements, or who are found to have engaged in any type of deception or fraud in the application or testing process shall be rejected or immediately terminated.

C. Testing:
Applicants may be subjected to competitive testing which may include, but is not limited to: determination of bondability, rating of education and experience, written, oral, or physical agility tests, psychological testing, essential function demonstrations, and/or background investigations, proof of academic attainment, etc. Applicants for positions which require the worker to operate District vehicles or equipment on public roadways may be required to provide a copy of a State Department of Motor Vehicle driving record. The driving record will be used to assist in the ranking of applicants who meet the minimum qualifications.

D. Physical Examination/Drug Testing:
Public health and safety demands that employees be physically able to perform the duties and essential functions of the position for which they are hired. The physical requirements of the job constitute bona-fide occupational qualifications. The District will make every effort to provide reasonable accommodations for employees and applicants in compliance with the Americans with Disabilities Act (ADA), however if the requested accommodation creates an undue hardship on the District it shall not be obligated to provide such.

1. A physical examination may be required before an applicant is appointed to any District position. The results of the exam will be presented to the District Director, in writing. A disabled applicant may be required to submit to a physical exam only subsequent to a job offer being made and only if all others being hired are required to do the same.

2. The District may require a medical examination at any time during the employee’s work tenure, if deemed necessary to assure the safety and health of the employee, co-workers, and the public. The District will pay the cost of any required medical examination.
3. Final candidates for any position may be required to undergo chemical screen testing to determine the presence of chemical substances in the body. Subject to the ADA, any applicant who tests positive, tampers with or adulterates their sample may be disciplined according to these policies and procedures and state law (see Drug Free Work Place policy, Utah Code §34-38-8, District Policies and Procedures, Section 12, paragraph H, subparagraph 6).

E. **Employment Eligibility Verification:**
In conformance with the "Immigration Reform and Control Act of 1986" (P.L. 99-603) and in order to avoid monetary penalties for the hiring of undocumented workers, the District Director shall establish an employment verification system, and shall verify that all applicants for vacant positions or persons hired to fill vacant positions are authorized to work within the boundaries of the United States.

1. The District Director shall complete or have completed Immigration and Naturalization Service Form I-9 prior to or on a hired employee's first day of work and verify work eligibility through examining such documents as a United States Passport, birth certificate, social security card, driver's license or an alien identification document.

2. Employees must also attest in writing that they are authorized to work in the United States. Forms and all written verifications shall be kept along with other personnel records and shall be kept in accordance with the Utah State Records Management Act. These documents shall be made available to the Immigration and Naturalization Service or the Department of Labor as requested.

F. **Hiring Procedures: Amended January 23, 2019**
1. When a position opens or a need arises to create a new position or fill a vacancy, the District Director shall notify, in writing, the Personnel Director and Board of recruitment needs. Notification shall be accompanied by the position title and a description of the duties, responsibilities and required knowledge, and skills. Minimum qualifications for education and experience shall be outlined for recruited positions. Authorization to hire individuals must be in accordance with Section 4, paragraph A of the District Personnel Policy and Procedures Manual.

2. Advertisements will be placed only by the District Administrator or their designee. Upon being given approval to recruit and receiving signed documentation from the District Director authorizing the creation of a position, the District Administrator or their designee shall prepare, advertise and post the opening where all District employees will be made aware of the opportunity. First consideration in filling the vacancy for all
merit positions will be given to District employees who qualify. Current employees interested in the position must apply for a transfer with the District Director within seven (7) calendar days of the posting date. All in house recruitment shall be posted in the District offices and designated locations. If the same position is being recruited for multiple times within the span of one year of the first in house advertisement, the in house posting requirement is waived.

3. Following the in house posting, if the position is not filled by promotion or transfer, the community and labor market shall become the object of an appropriate recruitment effort. All applications will be received by the District Administrator or designee. Outside applications will be accepted for a minimum of seven (7) calendar days. If necessary, outside recruitment may be extended as needed to attract sufficient qualified applicants.

4. Upon closing the community and labor market recruitment the District Administrator or designee shall review all applications to determine those that meet the minimum qualifications. Those applicants who meet minimums shall then be ranked by using a formal system for rating applicant training, education and experience, etc. The rated list then constitutes the certified list of eligible applicants and a hiring register for the recruited position and functionally similar positions within the District. The certified eligible list for the advertised position shall remain active for six (6) months.

5. Upon ranking the applicants, the finalists for the position will be determined and the scores will be submitted to the department manager. In the case of full-time positions, the finalists for the position shall be selected from the scores and submitted to the District Director.

a. The department manager or their designee(s) will conduct the interviews. Upon the selection of the individual to be hired the department manager shall submit the name of their choice and proposed salary in writing to the District Director and District Administrator for the development of a formal employment offer and processing. No offer is final until approved by the District Director.

6. Before extending a conditional offer of employment to the finalist, the District Administrator will secure the following:

a. Signed documentation by the District Director and department manager if a new employee is hired or a current employee is promoted to an amount higher than the starting wage for that position.

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b. All notes, scores, or other documentation created and or received during the interview process.

c. The results of any physical/medical/psychological examinations.

d. The results of any job related skills or agility tests.

7. Included in the conditional offer of employment to the finalist, the District Administrator will:
   a. Require the necessary background check information be submitted.
   b. Provide the instructions for the finalist’s required pre-employment drug screening test (if applicable).

G. **Employee Induction:**
After the new employee is hired, they shall promptly receive a general orientation concerning benefits, compensation practices, personnel policies and procedures and various employment expectations from the District Director or their designee and their immediate supervisor. Job specific orientation shall be conducted by the immediate supervisor/departement manager. All new employees must sign a document stating they have read and understand the District’s Personnel Policies and Procedures.

H. **Orientation Period:**
All appointments to year-round positions within the District, whether new hires, rehire, reinstated (affected by reduction-in-force or leave without pay) transfer, or promotional, require an orientation period during which both the District and the employee can determine compatibility and competence.

1. This period is regarded as a testing period designed to acquaint the new employee with the position and allow the employee, supervisor, department manager, and District Director, to measure fairly the employee’s ability to perform the job. An employee who is either serving a new hire or promoted/transferred orientation period is not eligible for promotion, transfer or reassignment.

   a. New Hire Orientation: During the orientation period, the supervisor shall conduct a written performance review at least monthly to coach the employee in the job duties, apprise the employee of their suitability for the position, and determine the employment action to be recommended to the District Director. (See Section 6, para F, Conditional Employees)

      i) The orientation period for all District employees shall be six (6) months in duration with the period extendable up to an additional six (6) months for good cause, but with the condition that the orientation period employee may appeal
any undue prolongation of the period designed to thwart merit principles. The employment relationship may be terminated at any time during the new hire orientation period, with or without notice, and with or without cause, by either the employee or the District.

ii) During the new hire orientation period, all benefits accrue. In the case of vacation benefits, they accrue but cannot be used until the completion of the orientation period, without approval of the District Director.

iii) At the close of the orientation period, the department manager shall submit the new employee’s written evaluations and may recommend up to a 3% increase for the new employee.

b. Career Ladder Adjustment: Employees participating in a Career Ladder Adjustment will not participate in an orientation period.

c. Promoted or Transferred Employee Orientation: Promoted or transferred employees who fail to demonstrate competence and/or compatibility with the new assignment within the six (6)-month orientation period may be reassigned to the same or equivalent position with the equivalent pay and tangible benefits previously held if one is available. Reassigned employees shall have all rights of appeal and due process as defined by policy and procedures. There shall be no orientation period increase at the completion of a promoted or transferred employee orientation period.
SECTION 6 - EMPLOYMENT STATUS

A. **Applicability: Amended January 23, 2019**
All merit employees, officers, and other personnel not exempted herein, who prior to the effective date of these policies and procedures, have successfully completed the orientation period; (see item F below) are deemed to be fully covered employees under these personnel policies and procedures.

B. **Merit Exempt Positions:**
It shall be the policy of the District to comply with the County Personnel Management Act as provided in Utah Code Ann. §17-33-1 et. seq. (1953 as amended). The following types of positions have been designated as being exempt from the provisions of the personnel system. The Personnel Director will specify, in writing, those positions which fall under the exempt categories listed below. Exempt positions should be reviewed annually to determine whether or not their exempt status should be withdrawn based on changes of duties and related factors. Written employment agreements with the District Director may include applicable policies and procedures. Workers in such positions are “at will” and may be separated from employment for reasons other than cause.

1. District Director;
2. Each department manager charged by the District Director with the responsibility of assisting to formulate and carry out policy matters;
3. Members of policy, advisory, review, and appeal boards, or similar bodies who do not perform administrative duties as individuals;
4. Attorneys serving as outside legal counsel, special advisors, and any person employed to make or conduct a temporary and special inquiry, investigation, or examination on behalf of the District Board or Governing Body;
5. Each employee appointed to perform:
   a. Work that does not exceed three (3) years in duration, or
   b. Work with limited funding;
6. Bona fide independent contractors;
7. Temporary and seasonal employees as defined in paragraphs C and H below;
8. Contractual personnel hired to perform time limited services requiring specific professional skills and abilities. Employment contracts shall not
be valid until approved by the District Director.

C. **Temporary Employees:**
The District Director may make temporary appointments to carry out necessary District responsibilities as the budget will permit. The District shall create a pool of eligible temporary employees. When the Director needs to utilize the services of a temporary employee, they shall select an individual from the temporary employee pool. Department managers may request individuals of their choice be added to the temporary employee pool.

Temporary employees shall work not more than 29 hours per week and shall not qualify for regular benefits, except that mandatory benefits shall be provided as prescribed by law, i.e. social security, workers compensation, and unemployment. These appointments shall not exceed 320 hours in succession. Temporary employees cannot work more than 29 hours per week or 320 hours in succession without a 90 day rest period (no employment activity with any department of the District) before additional work hours are permitted. In extenuating circumstances, a department manager may petition the Director to extend a temporary employee’s term of service. Upon review, the Director may approve or deny the department manager’s request. The temporary employee, on approval, will have additional time allotted to their term of service. The additional time shall not exceed an additional 320 hours and no more than 29 hours per week for a total 640 hours. Temporary employment does not count as credit toward the completion of an orientation period.

D. **Full-time Employees:**
An employee who has satisfactorily met the requirements for employment, is generally working forty (40) hours per week (is expected to work 2080 hours per year), and successfully completed the appropriate orientation period is considered a full-time employee. Full-time employees are eligible for all the benefits programs and rights and privileges described in District policies and procedures.

E. **Part-time Employees:**
Employees expected and scheduled to work less than a yearly average of forty (40) hours per week **in any one position** shall be considered part-time.

1. **Merit Status:** Consistent with the provisions of Utah Code Ann. §17-33-8(1)(b)(ix), and paragraph B above, part time employees hired after August 1, 2015 shall be considered Merit Exempt.
2. **FLSA Exempt:** Part-time employees who are considered exempt under the federal Fair Labor Standards Act (“FLSA”) and under paragraph G below shall be compensated at a fixed rate, based upon the expected hours of work per week for the part time position they hold. All other part time employees shall be compensated at an hourly rate in accordance with federal law.
3. Benefits: Part-time employees who work less than thirty (30) hours per week, shall not qualify for benefits offered to full-time employees. Part-time employees who work a yearly average of thirty (30) or more hours per week, but less than forty (40), shall qualify for the following benefits only:

   a. Employees working on average thirty (30) hours per week shall qualify for health care at the same rate as full-time employees.

   b. Mandatory benefits shall be provided as prescribed by law, i.e. social security, workers compensation, retirement and unemployment.

F. Conditional Employees
All new and promoted employees shall be considered conditional employees and are required to serve an orientation period. The orientation period shall be six (6) months for all employees. Conditional employees who are new hires may be terminated with or without cause.

Conditional employees who are promoted or transferred and are unable to satisfactorily perform the requirements of the new position, during the orientation period, may be reassigned to their former position, if available, reassigned to a like position of similar pay grade, or reassigned to a position of lesser pay grade. If a promoted or transferred conditional employee violates District policy and procedures, they may be terminated but shall have all rights of appeal and due processes as defined by these Policies and Procedures (see Section 14).

This period is designed to acquaint the new employee with their position and allow the supervisor to assess the employee’s performance (see Orientation Period, Section 5, Paragraph H).

G. FLSA Exempt Employees:
There are two (2) types of employment classes in the District relative to FLSA minimum wage and maximum hour requirements, exempt and non-exempt.

1. Exempt employees are those in an executive, administrative or professional position and certain merit exempt employees. These employees will normally be classified in category 1 and 2 according to the EE04 definitions. These codes generally include: officials, administrators; and professionals.

2. Non-exempt employees are generally included in all other EE04 categories. Category 3 includes technicians, category 4 protective service workers, category 5 office and clerical, category 6 craft workers, category 7 operators (semi-skilled), laborers (unskilled), category 8
service workers.

a. Full-time, part-time, temporary, and seasonal employees shall be paid overtime if they are non-exempt and hours actually worked exceed forty (40).

b. Holidays, vacation, sick leave, and other paid leave such as jury duty, military leave, and funeral leave shall not be counted as time worked for purposes of overtime.

c. Volunteers and Board Members are exempt from FLSA minimum wage and overtime requirements and will not be considered an employee of the District. They may receive a nominal stipend or reimbursement for expenses.

H. **Seasonal Employees: Amended January 23, 2019**
Due to the seasonal nature of the work demands placed upon some District departments, the Director may designate certain positions as seasonal hire. Seasonal employees are hired for a specific portion of the year and generally not to exceed twenty-nine (29) hours per week or 640 hours total to meet the increased demands during that period. If approved by the Governing Body in the annual budget, some seasonal employees may work up to forty (40) hours per week for a period not longer than six (6) months. Upon the conclusion of the high demand period, employees shall be terminated, or furloughed until they are recalled to meet the needs of a new "high need period". A furlough does not create a vacancy or reduce the number of approved positions. Such employees are not merit employees as described above. All seasonal appointments must be determined through a competitive recruitment process.
SECTION 7 - PERSONNEL ACTIONS

A. Promotions:
A promotion is defined as a change in job title and grade recognizing increased capacity and responsibility of an employee from a position in one job class to a position in another job class having a higher entrance salary. Whenever a position comes open in a department, whether a newly created position or a vacated position, the District Director will first look within the District to determine if the promotion of a qualified, interested employee is possible. If it is determined to be so, then the position may be filled in that manner. A notice of the job opportunities may be circulated among District employees describing the position. Personnel promoted into a higher pay grade shall receive a pay increase commensurate with their abilities and other employees holding the same or similar position. The District Director shall take into consideration; longevity, performance evaluations, and budget. The District Director will work in conjunction with the Personnel Director in establishing promotion criteria for various job classifications. Employees who are full-time shall be entitled to continued benefits notwithstanding the orientation period and conditional status associated with such promotion.

B. Career Ladder Adjustment:
If approved by the Board, the District may implement a Career Ladder system. A career ladder adjustment is defined as moving an employee from one position in a job class to a similar position with a higher entrance salary in the same job class. This change recognizes an employee’s increased capacity and responsibility to perform their work to a higher standard. If budgeted, personnel receiving a career ladder adjustment will be moved to the bottom of the new range or receive a six percent (6%) increase, whichever is greater. The District Director will work in conjunction with the Personnel Director in establishing criteria for moving employees into various job classifications. There is no orientation period required for an employee receiving a career ladder adjustment.

C. Layoff (Reduction-in-Force):
Should it become necessary to undergo a reduction of the work force, brought about by a reduction of operating revenues, technological innovation, the discontinuance or reduction of services, or other grounds consistent with economic and efficient administration of the District; the District Director shall lay off the necessary number of employees considering such factors as, but not limited to, longevity, performance, and organizational needs. The decision matrix shall be filed with the Personnel Director. Individuals being separated by a reduction in force do not have a right to prior notice. In determining which employees should be laid off, the District Director shall utilize the following sequence to achieve the required reduction:

1. Temporary/seasonal employees (shall be separated or reduced in
workhours).

2. Part-time employees (shall be separated or reduced in work hours).

3. Full-time employees (may be separated or reduced in work hours).

D. **Abolishment of Job:**

If a circumstance should arise requiring the abolition of a certain position, employment status may be maintained by one of the following:

1. The employee may be returned to a previous position, if a position is open or allocated by the Board at a salary appropriate for the position, which may entail a reduction in pay.

2. The employee may be promoted based upon performance, qualifications, and position availability.

3. The affected employee may be transferred to another department to fill an open position, for which they are qualified, commanding equal or lesser compensation.

4. If none of the alternatives are available, the employee shall be separated.

E. **Separation: Amended January 23, 2019**

Merit employees may be subject to separation for cause, reasons of reduction-in-force, reduction of work, abolishment of a position, or lack of funds. An employee placed on disability leave which exceeds 180 days shall be separated from the District. Otherwise, all employees will be retained on the basis of their performance and separated if inadequate performance cannot be corrected. Merit employees have the right to appeal as outlined in the grievance procedures of Section 14 if they perceive the separation to be unjustified. Part-time, temporary, seasonal, contract, and exempt personnel may be terminated "at will" or according to terms of individual employment agreements.

F. **Resignation:**

Excessive turnover is costly and therefore, should be avoided. Competent employees who resign voluntarily should be interviewed by the Personnel District Director to determine the potential for reconsideration. If the reason for the resignation is a misunderstanding or mistake by the District, an effort shall be made to correct the situation. Employees who resign and desire to leave the District in good standing should give a minimum of two (2) weeks' notice if they are to be considered for re-employment at a future date. Resignations must be in writing and submitted to the District Director/employee's immediate supervisor.

G. **Defacto Resignation:**

Section 7 Page 2
An employee who is absent from work for three (3) consecutive work days and capable of giving proper notifications but does not inform the supervisor, shall be deemed to have resigned and shall be informed of the same in writing by the department manager.

H. **Reinstatement/Rehire:**
Former employees, who left voluntarily, and in good standing, may be reinstated to a vacant position only when their qualifications and ability indicate a potential for performance which would clearly exceed expected performance of current, and promotable employees. Previous District experience may be taken into consideration in determining placement of the employee on the District’s salary schedule and accrual of benefits if the rehire or reinstatement occurs within one (1) year from the date of separation. The reinstated/rehired employee shall be required to observe the waiting period before being placed on the District’s offered insurance. If a reinstated/rehired employee returns to District employment within three (3) months of their separation date, there shall be no change in their vacation accrual date. If the employee returns to work after three (3) months, they shall lose at a minimum one (1) year of accrual for vacation.

I. **Transfer: Amended January 23, 2019**
A transfer is defined as a move from one department to another, and should not be confused with the managerial function or moving personnel from one office to another within the same department by promotion, demotion, or reassignment.

Transfer is also a method of filling a vacant position through transfer of an interested, qualified employee already working for the District. When a position becomes vacant in any department, other District employees are free to make application for the position without hindrance from any supervisors for a seven (7) calendar day period prior to open recruitment. (See Section 5) However, employees are encouraged to visit with their department manager before making such application. Transfers must be approved by the District Director. A transferring employee must qualify for the job to which they are transferring. A transferred employee shall retain all accumulated sick and annual leave. A transferring employee may suffer a loss of base pay due to budget constraints and if, in the opinion of the department manager, the transferring employee lacks job knowledge and/or competency equal to employees in the same job classification, whose pay would be less than that of the transferred employee. A notice of the job opportunity shall be posted in the District offices and other designated locations describing the position. This notice shall include:

1. **Job title, and a brief description of the duties;**

2. **Experience and/or education requirements;**

3. **Wage scale;**
4. Closing date.

J. Reassignment:
The effective operation of the District requires periodic changes in work assignments to match functional needs with capabilities of District personnel. An employee may be reassigned from one position to a different position within the District. Employees who are reassigned to a position with a higher pay scale shall be moved to the bottom of the new range or receive a six percent (6%) increase, whichever is greater.

If the District reassigns an employee to a position with a lower salary range and the employee’s current salary is higher than the maximum, the employee shall have their pay frozen (See Section 4). If the reassignment is requested by the employee, that employee shall suffer a loss of pay consistent with the reduction of responsibility. Employees may request reassignments, but must do so in writing through their department manager and the District Director.

K. Performance Documentation:
The District Director, department managers, and immediate supervisors shall in a timely manner, document noteworthy, or significant incident behaviors of employees. Such records may be used to support decisions which affect employee status related to job advancement, rewards, discipline, and discharge.

1. Timing & Purpose Of Evaluations: Annual employee evaluations for all full-time and part-time employees shall be conducted by the department manager, supervisor, or District Director, in December of each year, and shall be used as the basis for the following:

a. To assure that employees are fully aware of performance standards which apply to their jobs;

b. To allow employees to express ambitions, desires, and set goals;

c. To determine training needs;

d. To transfer and reassign employees for better use of skills and abilities;

e. To make appraisals for promotions;

f. To discharge incompetent employees; and

g. To identify employees to be separated for reduction-in-force.
SECTION 8 - COMPENSATION

A. **Equability**
Compensation for District employees shall be equitable and competitive with the market place. The assignment of employees to positions and pay rates shall be consistent with the formal classification plan.

B. **General Wage/Salary Adjustments:**
It is the intent of the District to consider prevailing practices related to cost of living and market trends in establishing wages and salaries. The District Director shall consider annually, during the budgeting process, the amount of cost of living money available. All cost of living increases and salary adjustments are subject to the sole discretion (and the availability of budgeted funds) of the District Director. This shall be communicated to department managers as a percentage of the departmental salary budget for the ensuing year. Where general, across the board raises are awarded, the raise will be effective on a date determined and approved by the District Director.

1. **Cost Of Living vs. Market:** Adjustments to the salary schedule shall be determined through analysis of market trends in comparison to cost of living. This shall be done once per year and the District will utilize market survey results and cost of living index data. All employees, regardless of employment status (for exception, see paragraph "K" following- Salary Adjustments & Red Line Rates), shall receive the benefits of such general adjustments to the pay plan.

2. In determining the total compensation value of the position, benefits must be considered. Base salary plus cost of benefits equals’ total compensation. In comparing benefit packages provided in the labor market, the District may evaluate both level and cost of benefits or other factors as deemed appropriate.

C. **Initial Appointment:** *Amended January 23, 2019*
All initial appointments to classes assigned to the wage scale in the compensation plan should be at the range minimum unless:

1. An employee cannot be recruited for the position at the beginning rate, or,

2. The qualifications of the individual selected for the position exceed the minimum requirements and the individual can be expected to perform at a level equal to that of other individuals being paid at the same amount.

D. **Hourly Rates**
Temporary, part-time, and seasonal employees shall be paid at an hourly rate no higher than that which is established for the position through job classification.
E. **New Hire Increases**

New employees at the completion of their orientation period, shall be assigned a merit review date which coincides with the established performance review policies of the District. New employees who successfully complete their orientation period and receive the orientation period increase shall not be eligible for any other merit increase until they have reached their one (1) year anniversary date of employment. All other merit increases shall be conducted and evaluated as provided in this chapter.

F. **Overtime**

Employees covered under the overtime pay provisions of the Fair Labor Standards Act (29 U.S.C. chapter 8 and P.L. 99-150, 1985 as amended), will be credited with overtime for all hours worked over forty (40) in a work week. Two (2) seven (7) day periods will correspond to the District's pay period. Time taken as vacation leave, sick leave, funeral leave, compensation time, holiday leave, etc., shall not be counted as hours worked for the purpose of calculating overtime.

It is the District's policy to discourage the accumulation of overtime. Supervisory personnel should organize their department workload to avoid the need for overtime. Overtime will be permitted where circumstances allow no other alternative and should be kept to a minimum. Overtime work must have the prior approval of the District Director, department manager or immediate supervisor who shall keep complete records concerning overtime and any compensation thereof. Any time worked over forty (40) hours in any defined work week by an FLSA covered employee, which the supervisor has approved of, is aware, or "suffered" to be worked, shall qualify as overtime. The following rules apply to the accumulation and compensation of overtime.

1. Positions defined as FLSA exempt as outlined in Section 6, paragraph G, are not eligible for overtime.

2. For all non-exempt, FLSA covered employees, overtime shall be paid and/or all comp-time accrued at the rate of time and one half (1 1/2) the regular rate of pay for all hours worked in excess of the forty (40) hour work week. **It shall be the regular practice of the District to pay overtime in the pay period in which it is earned.** However, if authorized by the District Director, an employee may be allowed to accumulate up to a maximum of forty (40) hours compensatory time per calendar year.

3. Every department shall be required to request overtime and comp time, during the District's budget session. The District shall then be allowed to utilize overtime and comp time up to the amount approved by the Governing Body in the budgeting process. Records of overtime hours worked shall be maintained by the District for all employees and shall be
4. When call-out occurs, as in the case of emergencies, the District shall pay a minimum of one (1) hour when called out to work other than their regular work schedule.

5. All time spent in training, in conferences, at workshops, meetings, etc., when such attendance is required by the District, shall constitute hours worked and shall be used to calculate overtime eligibility under the FLSA.

6. All comp time shall only be paid out in the final pay period of the year it was accrued.

7. An employee who has accrued comp time shall, upon termination of employment, be paid for all unused comp time.

8. "Compensatory time" and "Compensatory time off" are defined as hours when an employee is not working and which are paid at the employee's regular rate of pay. These hours are not counted as hours worked in the week in which they are paid.

9. Vacation, sick leave, comp time, holiday leave, and funeral leave shall not be used to obtain overtime. Overtime shall only be paid for actual hours worked.

G. Separation Pay

When employees separate their employment, they shall be required to return all District property and to clear all financial obligations prior to receiving their final pay check. Any obligations not cleared shall be deducted from their final pay check. The employee shall have the option of:

1. Either extending their separation date to a time when all vacation and all comp time will be used;

2. Request a final check, which will include all vacation, and all comp time earned, when they actually work their last day for the District.

In the event the separation date is extended, as outlined in option 1 above, all benefits, will continue through the final check. If a lump sum check is requested, as outlined in options 2 and 3, only F.I.C.A. tax and retirement benefits will be paid on that check, except retirement is not paid on the vacation payout. The District Administrator shall determine the amount of separation pay to which the employee is entitled. In the event of the death of an employee, final payment under option 2 or 3 shall be made to the employee's beneficiary.
H. **Pay advancement**
The District will not make pay advances to employees.

I. **Severance Pay**
When a full-time employee is separated from District employment due to a reduction-in-force through no fault of the employee, and when such a separation requires immediate action thereby not permitting a two (2) week notice, the employee shall be paid two (2) weeks’ severance pay in lieu of the two (2) weeks’ notice. Employees terminated for cause shall not be eligible for severance pay.

J. **Payroll Deductions/Withholdings**
Payroll deductions other than FICA, State and Federal Income Tax Withholdings and Garnishments, can only be made with the approval of the District Director or designee and Personnel Director on a program by program basis.

K. **Salary Adjustment & Red Line Rates**
When the rate of pay of an employee is lower than the minimum prescribed for their classification in the compensation plan, the wage shall be increased to that minimum. When an employee’s pay rate falls above the established pay range, that employee's pay shall be frozen for a period not to exceed two (2) years. During the freeze period the employee shall not be entitled to any general pay increases or cost of living increases until such adjustments bring the individual pay back into the range. If after two (2) years, the pay still falls above the established pay range, the pay of the individual shall be reduced to the maximum of the pay range of the job classification to which they are assigned.

L. **Out Of Classification Assignments**
Employees required to perform in higher level positions due to illness, vacation schedules or under-staffing of their offices may, at the discretion of the District Director, and upon recommendation of the department head department manager, receive a temporary increase in compensation which is consistent with the level of the temporary assignment. The out of class assignments must exceed a thirty (30) day period in order to be considered for a temporary increase. Normally, out of class duties shall not be allowed to continue beyond a six (6) month period. If the need continues beyond six (6) months, the department head department manager shall treat the situation as a job vacancy and utilize the promotion or transfer policies to remedy the situation. If no internal remedy is achievable, an outside recruitment shall be undertaken.

M. **Additional Assignment**
Employees assigned to perform an additional assignment beyond the scope of their job description shall receive a temporary increase to their base pay between 2% and 5%. This additional pay increase shall not be bound by the employee’s assigned pay scale. The additional assignment must exceed a thirty-day period in order to be considered for this temporary increase and be approved by the District
N. **Pay Progression**

Progression through the various pay grades within the salary and wage scale shall be based upon the recommendation of the department manager and District Director, with the approval of the Personnel Director. In making recommendations for pay progression, the department manager and District Director shall adhere to District policies and procedures, performance, level of competence, and job knowledge. Such pay progression shall be accomplished within the current budget as approved by the Governing Body.

Salary increases shall be limited to cost of living, merit, market adjustments, and progression from one District position to another. Salary increases are not a vested right of any employee.

Upon achieving the maximum of the pay range, the employee shall still be eligible for Cost of Living increases, market adjustments to the pay plan, and consideration for performance incentives.

O. **Performance/Incentive Awards & Bonuses: Amended January 23, 2019**

In order to promote exceptional or outstanding services and recognize those occasions where services are rendered, emergencies responded to, or proficiencies demonstrated which are beyond the normal expectation of the job; it is the position of the District to reward such individual or group contributions. These awards shall be a one-time recognition, in that they are not added to the regular pay of the recipient.

No performance/incentive award or bonus shall be given for job expectations, i.e., coming to work on time, not using sick leave, keeping a clean environment or returning telephone calls.

a. **Meritorious Bonus:** In addition to an annual merit increase in salary, a Department Manager or supervisor may nominate one or more of their employees for a meritorious bonus.

   a. If approved in the budget, District employees may be granted a discretionary merit bonus not to exceed five percent (5%) in total per year.

   b. District managers and supervisors shall recommend to the District Director any proposed merit bonus for individual staff members within their department.

   c. A merit bonus is independent from District salary schedule and is not carried over from year to year.
d. These bonuses shall be awarded in December of each year and may be awarded for:

1. **Exemplary performance on special projects.** An employee may be given a special project. A great deal of effort and research may go into the project. The project shall benefit the District in some way.

2. **The exercise of leadership and/or initiative** beyond that normally expected in the individual’s regular assignments. An employee may be required to meet unusual deadlines or perform in emergency situations. An employee may demonstrate a willingness to accept and perform new assignments on a short term basis.

3. **Actions which avert legal actions** by or against the District.

4. **Independent research and analysis** initiated by an employee resulting in a contribution to the specific objectives or improved methods for delivering District services or conducting District operations.

e. The supervisor shall submit a written letter detailing the actions of the District employee to the District Director.

f. The District Director shall either approve or deny the request.

2. **Instant Bonus Program**: A District employee, supervisor, or manager may nominate a part-time or seasonal District employee for a bonus up to fifty dollars ($50) for actions which bring favorable attention or recognition to the District.

a. The nomination shall be written in memo form. Nominations must involve a detailed description of the project or act and the nominated employee’s involvement in the act. If money is awarded to the District employee, the award shall run through the payroll process.

b. The nomination shall be forwarded to the employee’s supervisor for approval and inclusion in the employee’s personnel file. If the employee’s supervisor does not approve the nomination, the nominating individual may appeal the decision to the District Director.

c. The District Director’s decision shall stand.
d. The bonus money/gift certificate will be given to the nominating individual so he/she can present the award to the recognized employee.

e. In lieu of money, the nominating employee may choose to award the employee a gift certificate up to fifty dollars ($50) in value.

3. Award Restrictions on Merit Bonuses:
   a. The most recent performance evaluation must be at least above the District average in order for the employee to be considered for a nomination merit bonus.

   b. More than one incentive award of different sizes may be given to the same employee, providing that the performance qualifies.

   c. No more than one incentive award may be given for the same or substantially similar act. However, case by case consideration shall be given.

   d. Awards may be shared by a team of employees, provided all of the employees contribute to the project or act.

   e. Employees shall not be considered for an incentive award for performance which is routinely expected for any duty or responsibility.

P. Pay Day
District employees will be paid biweekly on Friday. Pay stubs shall be delivered electronically. If a pay day falls on a weekend or holiday, employees will be paid on the previous workday.
SECTION 9 - FRINGE BENEFITS

A. **Qualifying Employees**: *Amended January 23, 2019*
As used in this Section, Qualifying Employees are defined as “all full-time and part-time employees working more than 1560 hours annually.” Seasonal full-time employees may be offered health care if such employee works in excess of 130 hours per month during the measurement period (defined as a look-back period of twelve (12) months).

B. **Group Health Insurance**: *Amended January 23, 2019*
The District may pay a premium for health insurance, for Qualifying Employees and their dependents.

The District may pay a premium for dental, long-term disability, life insurance and accidental death and dismemberment, up to a maximum amount designated by the District Director for full-time annual employees.

Non-qualifying part-time employees, temporary, and seasonal employees, contractors and volunteers are not eligible for any benefits, except those required by law.

C. **Continuation of Benefits**
The District recognizes and follows the Consolidated Omnibus Budget Reconciliation Act (COBRA) regulations for insurance coverage after employment by the District for all Qualifying Employees. Qualifying Employees separating from District employment will be allowed to continue group medical and dental insurance coverage at cost to the employee for up to eighteen (18) months from the date of separation (except when terminated for cause). The District assesses up to a minimum of two percent (2%) of the premium as an administrative fee. *(see Utah Code §31A-22-714).* Employees and/or dependents shall be notified within thirty (30) days from date of separation regarding extension and conversion privileges and must reply in writing within sixty (60) days of notice or forfeit their extension right. Payment must be made within forty-five (45) days of acceptance of COBRA benefits or benefits will be canceled.

1. Dependents of employees are eligible to continue insurance at their cost for up to thirty-six (36) months upon the occurrence of the following:
   a. Upon legal separation or divorce from the covered employee;
   b. The death of the covered employee;
   c. When dependents cease to be dependent under the definition of the policy;
   d. When Medicare eligible employees cease participation in employer
sponsored plans.

2. Insurance cannot be continued beyond any of the following:
   
a. The date the premium is not paid;

b. The date when the individual becomes covered under any other group health plan or is entitled to Medicare benefits;

c. In the case of a spouse, when the spouse remarries or becomes covered under another group health plan; and

d. On the date when the employer ceases to provide any group plan, except the District would be obligated to allow employees or dependents to continue coverage under any replacing group policy or policies.

D. **General Group Insurance Programs:** *Amended January 23, 2019*

Family & Medical Leave without pay shall run concurrently and shall begin the first day the employee is not able to work. In the event of long-term disability, health, dental, and life insurance premium payments will be paid by the District for a period of six (6) months from date of inception of the disability. An employee returning to work after disability leave shall provide a return to work release from their physician listing accommodations, if any. The District may restrict the employee’s return to work if the accommodations preclude the employee from fully performing the essential functions of their job. An employee who cannot return to their regular work responsibilities after this six (6) month period shall be separated from employment with the District.

E. **Leave Status**

Vacation, sick or funeral leave shall not be used to create overtime. The purpose of leave is to supplement the full-time annual employee’s forty (40) hour workweek.

F. **Vacation:** *Amended January 23, 2019*

1. The District believes that a reasonable period of time away from the job encourages good health and the well-being of employees. This is a benefit to the District, as well as the employee. Therefore, it is the policy of the District to grant paid vacations to full-time annual employees.

2. All full-time annual employees are eligible for vacation as accrued upon completion of six (6) months of full-time service. Years of District service, for establishing vacation accrual rates, shall be the employee’s full-time hire date.

3. Beginning January 1, 2017, accumulation of vacation shall be based upon the following schedule:
Effective January 10, 2018

### DISTRICT SERVICE VS MONTHLY/ANNUAL ACCRUAL

<table>
<thead>
<tr>
<th>DISTRICT SERVICE</th>
<th>MONTHLY/ANNUAL ACCRUAL</th>
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</thead>
<tbody>
<tr>
<td>0 – 5 years</td>
<td>8 hours/96 hours</td>
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<tr>
<td>6 - 10 years</td>
<td>10 hours/120 hours</td>
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<tr>
<td>11 - 15 years</td>
<td>12 hours/144 hours</td>
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<tr>
<td>16 – 20 years</td>
<td>14 hours/168 hours</td>
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<td>21 year or more</td>
<td>16 hours/192 hours</td>
</tr>
</tbody>
</table>

Employees who as of January 1, 2017 are accruing vacation at a rate higher than that reflected in the new schedule shall continue to accrue at their current rate until such time that they come into compliance with the new schedule. Upon approval of the District Director, an eligible employee’s vacation service date at hire may be modified outside of the above scheduled based upon prior relevant experience in a comparable position.

4. Former employees who are re-hired with reinstatement rights following military service shall be entitled to assume the same eligibility for vacation as enjoyed as outlined in Section 7, Paragraph H.

5. Employees may carry unused vacation leave over to the next anniversary year to a maximum of 100 hours of accrued vacation leave. Any accrued vacation leave in excess of the 100 hours shall be forfeited on their anniversary date following the year in which the leave was accrued.

6. Vacation leave may not be accrued during a period of time when leave of absence without pay is being granted for reasons other than personal or family related illness or condition as defined by the federal Family & Medical Leave Act (FMLA) and when an employee has announced their resignation or retirement from the District.

7. Utilization: The employee’s supervisor (department manager or the District Director) must approve in advance all vacation leave. The supervisor may schedule vacation leave so that District operations are not disrupted.

8. An authorized holiday which falls within the time period of an employee's scheduled vacation shall not be charged as used vacation.

9. Vacation Advance. Full-time annual employees may apply for an advance on their vacation accrual. Approval in writing must be granted by both the department manager and District Director. Vacation advance may not exceed one half (1/2) of the vacation earned in one calendar year and may
not have a negative balance at year end (Dec 31) unless approved by the District Director. Employee is responsible for repaying the advance in total if they separate from the District.

10. Vacations are to be taken as time off and there will be no pay in lieu of time off.

11. Resignation: Upon resignation or retirement, an employee who has successfully completed their orientation period may take the cash value of earned vacation leave (carried over and earned), or time off with pay equal to the number of leave hours earned. Vacation leave shall not accrue when an employee has announced their resignation or retirement from the District and are using the time off with pay option. Payments made pursuant to this section shall be at the rate of pay current upon termination. Deductions from termination pay may be made where the terminating employee has outstanding obligations to the District. The District may withhold the payment of termination pay if the employee fails to return District property in their possession.

12. Record Keeping: The official record of accrued and used vacation is to be kept by the District through a formal leave accounting system. Supervisors shall be provided with leave accounting reports periodically for departmental and employee review. Any discrepancies shall be reconciled directly through the District business Administrative office. If discrepancies are not reported within sixty (60) days, all reports shall be deemed correct.

G. Sick Leave
Sick leave is allowed for full-time annual employees as a benefit and may be used for personal illness or illness in the immediate family. Sick leave taken in excess of three (3) working days may require a statement from an attending physician. The District Director and/or department managers must use discretion in approving sick leave, while insisting that seriously ill employees stay off the job. Accrued sick leave is a District-owned benefit afforded to those District employees who become ill or injured and cannot perform their normal duties.

1. Sick leave shall be earned at the rate of 3.69 hours per pay period of full-time employment and may be used as earned. Sick leave shall not be granted beyond that earned by any employee.

2. a. Full-time employees may accrue up to 720 hours of sick leave. Employees who have 720 hours of sick leave may not accrue additional sick leave until their sick leave bank drops below the 720 hour level.

b. Effective January 1, 2017, employees, who have in excess of 720 hours of sick leave as of the effective date, shall not accrue any additional time until their sick leave balance drops below 720 hours.
c. Sick days accumulated prior to April 1, 2007 will be eligible for cash out upon separation from employment.

d. Sick leave accrued after April 1, 2007, shall not be paid out at the time of separation of employment.

3. Sick leave shall not accrue during a period where a leave of absence without pay is being granted for reasons other than personal or family related illness or condition as defined by the Family & Medical Leave Act (FMLA). Sick leave shall not accrue when an employee has announced their resignation or retirement from the District and is using the time off with pay option.

4. Notification to the employee’s immediate supervisor for the use of sick leave shall be made no later than one (1) hour after the employee’s regular reporting time.

5. Saturdays, Sundays, and District designated holidays occurring while an employee is ill shall be deducted from their compensated illness leave credit if the employee is scheduled to work and elects to use sick leave.

6. Supervisors are charged with the responsibility to approve or disapprove leave requests, and may require the employee to provide evidence of illness or injury.

7. The official record of accrued and used sick leave is to be kept by the District through a formal leave accounting system. Supervisors shall be provided with leave accounting reports periodically for departmental and employee review. Any discrepancies shall be reconciled directly through the District business office. If discrepancies are not reported within sixty (60) days, all reports shall be deemed correct.

8. Workers Compensation: In the event an employee is injured on the job, they must apply for workers compensation. The employee may additionally utilize compensated sick leave in accordance with the following formula: "Gross monthly compensation minus industrial compensation equals total compensation subject to sick leave utilization. The number of hours to be charged shall be determined by dividing the total amount subject to use by the appropriate hourly compensation rate." This shall not be construed as allowing a gross income, inclusive of industrial compensation, in excess of the employee's regular monthly salary or earnings.

9. Insurance benefits may be provided for more serious or longer-term illness or accidents. While insurance policies pay 67% of the normal wage, sick leave time and vacation time may be used on a pro-rata basis to maintain normal income. The employee may supplement the disability benefit with
accrued vacation and sick leave to receive 33% of their normal wage. If no sick leave or vacation time is available, normal insurance proceeds only are payable.

H. Funeral Leave

1. Funeral leave with pay, not to exceed three (3) days (24 hours), may be allowed for full-time annual employees in the loss of the following:
   
a. Spouses, Adult Designee (as noted for health insurance), Son, Daughter, Mother, Father, Grandson, Granddaughter, Stepmother, Stepfather, Stepson, Stepdaughter, Son-in-law, Daughter-in-law, Grandparents, Grandparents-in-law, Sister, Brother, Father-in-law, Mother-in-law, Sister-in-law, and Brother-in-law.

2. Employees desiring extended funeral leave may request to use comp time, vacation or leave without pay. Leave without pay may be used only if the employee has no accrued comp time or vacation. Funerals which occur during use of vacation shall be treated as described in this paragraph and not be charged to vacation.

3. If a funeral is attended or death occurs while an employee is on leave of absence, there will be no time off with pay forthcoming.

I. Holiday Leave

With the exception of paragraph 5 below, this section applies only to full-time annual employees: Amended January 23, 2019

1. The following days have been designated by the District to be paid holidays:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year's Day</td>
<td>January 1st</td>
</tr>
<tr>
<td>Martin Luther King Jr. Day</td>
<td>3rd Monday in January</td>
</tr>
<tr>
<td>President's Day</td>
<td>3rd Monday in February</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Last Monday of May</td>
</tr>
<tr>
<td>Independence Day</td>
<td>July 4th</td>
</tr>
<tr>
<td>Labor Day</td>
<td>1st Monday in September</td>
</tr>
<tr>
<td>Columbus Day</td>
<td>2nd Monday in October</td>
</tr>
<tr>
<td>Veteran's Day</td>
<td>November 11th</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>4th Thursday of November</td>
</tr>
<tr>
<td>Day after Thanksgiving</td>
<td>Friday after Thanksgiving</td>
</tr>
<tr>
<td>Christmas Eve</td>
<td>December 24th (1/2 day)</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>December 25th</td>
</tr>
</tbody>
</table>

2. When any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday. When any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

3. Should a holiday occur while an employee is on vacation, the employee
will not be charged with vacation the day of the holiday.

4. **Holiday Leave Pay:** Full-time annual employees who are required to work on a designated holiday will receive eight (8) hours of holiday pay at their regular rate as well as compensation at their regular rate for all hours worked on the holiday. Employees may, with the approval of their Supervisor, request an alternative day off as a holiday so long as it is taken within the same pay period.

5. The following shift adjustment compensation shall apply to part-time non-benefited, seasonal, and temporary employees if they are scheduled to work on any of the following holidays:

   - **New Year’s Day** January 1st
   - **Memorial Day** Last Monday in May
   - **Independence Day** July 4th
   - **Labor Day** 1st Monday in September
   - **Thanksgiving Day** 4th Thursday in November
   - **Christmas Day** December 25th

   a. If a part-time non-benefited, seasonal or temporary employee works on a qualified holiday, he/she will receive compensation at the rate of two (2) times the employee’s regular hourly rate for the number of hours worked on that day.

   b. Part-time non-benefited, seasonal or temporary positions will not be compensated for the holidays listed above if they do not work on that holiday.

6. Individual employee birthdays will be observed as a day off, or used as a floating holiday.

7. Individual employees are entitled to one additional floating holiday per year in lieu of Pioneer Day.

J. **Court or Jury Leave**

Each full-time annual employee entitled to paid leave under these rules shall, during regularly scheduled work time only, be entitled to leave of absence with full pay for such period of required absence when, in obedience to a subpoena or direction by proper authority, the employee is to appear as a witness in a case involving the federal government, the State of Utah, or a political subdivision thereof, to serve on a jury or as a witness in a grievance/hearing. Witness or jurors fees paid to employees on leave with pay status shall be returned to the District for deposit in the general fund. Per diem and witness or juror fees may be retained by an employee who elects to use vacation leave while on jury duty or acting as a witness. Absence due to litigation not required by the employee’s position, but as an individual, shall be taken as vacation leave, comp time, or leave without pay.
K. **Parental Leave: Amended January 23, 2019**

Parental leave is leave associated with the birth of an employee’s own child or the placement of a child with the employee in connection with an adoption. The amount of leave under this policy is four (4) weeks. This leave does not supersede other laws that apply to the birth or adoption of a child.

1. Merit employees may receive up to four (4) weeks of paid, job protected, leave during the first twelve (12) weeks following birth or adoption.

   a. Notice & Verification: The employee must:

      1. Provide to his/her department head and the District Administrator thirty (30) days’ written notice of the requested leave (or as much notice as practicable if the leave is not foreseeable),

      2. Complete the necessary forms at the time of the leave, and

      3. File the documents with the Administration Department.

2. Parental Leave is a benefit of employment and its use will not be considered as a negative factor in employment actions, such as hiring, promotions, or disciplinary actions under attendance policies.

3. Upon receiving notice of an employee's need for Parental Leave, the District shall provide the employee with a detailed notice specifying the employee’s rights under District policy and explain any consequences of a failure to meet these obligations. The notice shall include:

   a. Any requirements for the employee to make or participate in the payment of insurance premiums, and the methods for doing so. The employee’s potential liability for health insurance premiums paid by the District during the leave if the employee does not return to work;

   b. The employee’s reinstatement rights to the same or equivalent job, unless the employee is defined a key employee under FMLA.

4. Method of Leave Usage:

   a. Birth of the parent’s own child: Parental Leave, if taken, shall be used anytime during the first twelve (12) weeks after the birth of the child. Parental Leave shall not extend beyond the end of the twelve (12) week date from the birth of the child.

   b. Adoption of a child:
1. The parents of an adopted child shall receive Parental Leave after the child(ren) has been placed in their home.

2. Parental Leave, if taken, shall be used anytime during the first twelve (12) weeks after the placement of the child(ren). Parental Leave shall not extend beyond the end of the twelve (12) week date from the placement of the child(ren).

3. To qualify for Parental Leave the adopted child(ren) shall be under eighteen (18) years of age.

c. All leave shall be used in one (1) block of time.

d. Parental Leave shall run concurrently with FMLA, if applicable.

5. Parental Leave will be paid at one hundred percent (100%) of an Eligible Employee’s straight-time, regular pay for the specified amount of time outlined in this policy.

   a. Sick leave and vacation accrual shall be allowed in accordance with the District’s FMLA policy.

6. The fact that a multiple birth or adoption occurs (for example, the birth or adoption of twins) does not increase the length of Parental Leave granted for that event.

7. If both parents are employed by the District, each parent shall receive up to four (4) weeks Parental Leave.

L. **Military Leave**

   Leave shall be granted to full-time annual employees for a period of active military service. Extended military leave is six (6) months or more, not to exceed five (5) years unless approved by the District. Short-term military leave is any leave of less than six (6) months in duration, normally not longer than 120 hours.

1. **Short-term Military Leave** is authorized for employees pursuant to the following conditions:

   a. Employees are entitled to 120 hours of military leave per year without loss of regular pay or other fringe benefits. The employee shall take military leave when activated. After the employee has exhausted their 120 hours of military leave, they may take unpaid leave.

   b. Whenever possible, employees who are members of reserve units of the military shall notify the District Director within one (1) week of receipt of an activation notice, and shall indicate in writing their
intention and anticipation with regard to participating in periods of active duty. Such written notification shall be made a part of the individual employee's personnel file.

c. Employees requesting short term military leave may go on leave without pay status prior to using accrued vacation and comp time.

d. While on short term military leave, none of the employee's benefits shall accrue, except that health, dental, and life insurance benefits will remain in force.

e. If the employee does not return to District employment after six (6) months, the District Director may declare the position vacant.

2. **Extended Military Leave Without Pay** shall be granted to employees who enlist, are drafted, or are recalled to active service in the armed forces of the United States in accordance with the provision of the Universal Military Training and Service Act. Former employees shall be permitted to return to District employment without loss of benefits pursuant to the provisions of the Utah Code §39-3-1. The following conditions shall apply:

a. USERRA provides that an individual may serve up to five (5) years in the uniformed services, in a single period of service or in cumulative periods totaling five (5) years and retain the right to re-employment by their pre-service employer (38 USC 4312(c)).

b. The employee must have satisfactorily completed the period of active duty and furnish a certificate to that effect.

c. The District shall follow USERRA regulations regarding the reinstatement of an employee returning from active military duty. If the employee declines an offer for position vacancy, reinstatement rights may be canceled by the District Director.

d. If, due to a service connected disability or for some other reason, an employee is not qualified to perform all the duties of their former position, they will be placed in the closest comparable position for which they are qualified or the employee will be placed on a list of eligibles for consideration for future openings. Under the Americans With Disabilities Act, reasonable accommodation shall be provided unless to do so would prove to be an undue hardship.

M. **Administrative Leave**
In cases of training, special educational pursuits, hardships, or other cases not provided for in these policies, upon recommendation of the Department Manager, the District Director may grant short-term leaves at full pay, partial pay, or without pay to full-time annual employees. The Board shall have the power to
grant the same to the District Director. The approval or denial of such requests is at the discretion of the Director and/or Board and is not subject to appeal.

N. **Family & Medical Leave Without Pay**
The District will comply with all applicable requirements of the Family & Medical Leave Act of 1993 (FMLA).

1. **Eligibility:** All employees who have worked for the District for at least twelve (12) months (which need not be a consecutive twelve (12) month period) and have worked for the District at least 1250 hours in the previous consecutive twelve (12) month period qualify for family and medical leave without pay.

2. Eligible employees may receive up to twelve (12) weeks of unpaid, job protected, leave in any twelve (12) month period for the following reasons:
   a. To care for a child upon birth or upon placement for adoption or foster care;
   b. To care for a parent, spouse, or child with a serious health condition;
   c. When an employee is unable to work because of a serious health condition. A serious health condition is defined as "any illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider" (i.e. doctors, podiatrists, dentists, clinical psychologists, optometrists, chiropractors, nurse practitioners, nurse midwives, and Christian Scientist practitioners). In addition, a single event or occasion, which results in a regimen of continuing treatment under the supervision of the health care provider, such as a regimen of medication or physical therapy, qualifies. Excluded from coverage are voluntary or cosmetic treatments, which are not medically necessary and preventive physical examinations. An employee returning to work after FMLA leave for their own serious health conditions shall provide a return to work release from their physician listing accommodations, if any. The District may restrict the employee’s return to work if the accommodations preclude the employee from fully participating in their job responsibilities.
   d. When a family member is called on active military duty or called to active military duty.

3. Eligible employees may receive up to twenty-six (26) weeks of unpaid, job protected, leave in any twelve (12) month period to care for a family member who sustained an injury or illness in the line of active military duty.

4. **Notice & Verification:** Employees who want to take FMLA leave ordinarily must provide the District with at least thirty (30) days’ notice of the need for
leave, if the need for leave is foreseeable. If the need is not foreseeable, the employee should give as much notice as is practicable. The employee notice shall contain the reason for the leave, the anticipated timing of the leave, and the expected duration of the leave. In addition, employees who need leave for their own or a family member's serious health condition must provide medical certification of the serious health condition within fifteen (15) days after the request or as soon thereafter as is reasonably possible. The District may also require a second or third opinion (at the District's expense), periodic recertification of the serious health condition (as frequently as every thirty (30) days), and, when the leave is a result of the employee's own serious health condition, a fitness for duty report to return to work. The District may deny leave to employees who do not provide proper advance leave notice or medical certification within established time frame.

5. District Communication Requirements: Upon receiving notice of an employee need for FMLA leave, the District must provide the employee with a detailed notice specifying the employee's rights and obligations in connection with the law and District policy and explain any consequences of a failure to meet these obligations. The District notice shall include:

a. A statement that the leave will be counted against the employee's annual FMLA leave entitlement;

b. Requirements for the employee to furnish medical certification of a serious health condition and the consequences for failing to do so;

c. The requirement for the employee to use accrued paid leave,

d. Any requirements for the employee to make or participate in the payment of insurance premiums, and the methods for doing so;

e. Any requirement of the employee to present a fitness for duty certificate in order to return to work;

f. The employee reinstatement rights to the same or equivalent job;

g. The employee's status as a "key employee" and the conditions under which reinstatement may be denied, and

h. The employee's potential liability for health insurance premiums paid by the District during the leave if the employee does not return to work.

6. Method of Leave Usage: The leave may be taken intermittently or on a reduced leave schedule without the District's approval when medically necessary; therefore department head[department managers] shall take an active role in verifying medical necessity, especially in the case of emergencies and short notice situations. FMLA leave may be taken in half-
Effective January 10, 2018

hour, hourly, daily or weekly blocks of time.

7. **Employee Entitlements**: Employees taking qualified FMLA leave are entitled to receive health benefits during the leave at the same level and terms of coverage as if they had been working throughout the leave. In addition, the District shall reinstate an employee returning from FMLA leave to the same or equivalent position with equivalent pay, benefits, and other employment terms as previously provided. The District's obligation under FMLA to reinstate an employee returning from leave ceases once the employee has used up their 12/26 week entitlement and continues on another form of leave, paid or unpaid. Also, the District may deny reinstatement if it can be demonstrated that the employee would not otherwise have been employed at the time the reinstatement request is made, such as when an employee's position is eliminated due to a layoff.

8. **Accrued Benefit Impact**: Employees use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the employee's leave. However, before taking unpaid leave, the employee must first use any accrued paid vacation, compensatory time, and sick leave during a FMLA leave. In calculating the number of leave days used as part of the 12/26 week FMLA limit, all paid leave shall be included.

9. **Defining 12 month period**: The District shall use one (1) of four (4) methods as defined by FMLA, and may change methods when determined to be in the best interest of the District in terms of administration. However, sixty (60) days' notice must be given to employees of intent to change and employees must retain the full benefit of 12/26 weeks of leave. The District shall use one of the following:

   a. The calendar year;
   
   b. Any fixed twelve (12) month period, such as a fiscal year, an employee's anniversary date, or a year which is or may be required by state leave law;
   
   c. The twelve (12) month period measured forward from the date an employee's first FMLA leave begins; or
   
   d. A rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave.

   The District has opted to use item c.: the twelve (12) month period measured forward from the date an employee's first FMLA leave begins.

10. **Temporary Work Assignments**: Where medical necessity dictates the

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1 Section 9.N.8 was amended on July 19, 2017.
need to use scheduled intermittent leave or a reduced work schedule, the District may require the employee to transfer temporarily to an alternative position that better accommodates recurring periods of leave than the employee’s regular position. In addition, the District may transfer an employee to a part-time job with the same hourly rate of pay and benefits as long as the employee is not required to take more leave than is medically necessary.

11. Record Keeping Requirements: Records retention for FMLA purposes must be maintained in accord with record keeping requirements of the Fair Labor Standards Act (FLSA). Records must be kept for a minimum of three (3) years, which includes the following information:

   a. Basic payroll records;
   b. Dates that FMLA leave is taken;
   c. Hours of FMLA leave;
   d. Copies of employee notification given to employer;
   e. Copies of employer notices regarding employee rights and obligations;
   f. Copies of District policies and procedures describing benefits and leave provisions;
   g. Premium payments of employee benefits;
   h. Documents pertaining to disputes regarding designation of FMLA leave. All records relating to medical information must be kept in separate, confidential medical files.

O. Retirement: Amended January 23, 2019
The District is a participant in the public employee retirement programs of the Utah Retirement Systems (URS). The District endorses the concept that performance, not age should be the standard for retaining qualified employees. There shall be no set retirement age from District employment. Contributions into the retirement system shall be made for all employees who otherwise qualify under URS rules.

1. Employees, at their discretion, may choose to retire any time after they are eligible under provisions of the Utah Retirement Act.

2. Employees over retirement age, as defined by the Social Security Administration, can be retained or hired as long as they are physically and mentally able to satisfactorily discharge the duties of the position.
3. The retirement system provides a number of benefits to the employee, including retirement benefits, death benefits, and survivor's allowances. Contributions are made by the employer. All new hires are enrolled into the new non-contributory plan.

4. All employees who have previously participated with URS prior to July 1, 2011 shall be enrolled in the Tier I retirement.

5. Effective July 1, 2011, all existing employees who have not participated and all newly hired employees shall be enrolled with the URS Tier II retirement unless previously enrolled within a URS retirement system.

6. Appointed members of the District’s Administrative Control Board are classified as part-time and do not qualify for membership in URS.

6.7. Seasonal employees, temporary employees, and part-time non-benefitted employees are not eligible for URS benefits.

7.8. The District does not maintain any positions eligible for exemption from retirement coverage.

P. Unemployment Insurance
The District participates in the State Unemployment Insurance Program as a self-insured employer; and each person that terminates will be eligible for unemployment benefits in accordance with the rules and provisions as provided by the State. Employees terminated for cause shall not be eligible for unemployment benefits from the District.

Q. Education Assistance: Amended January 23, 2019
When determined by the District Director that additional training or education is required for the proper performance of a job, the District shall allow rescheduling of work time together with compensation for time spent in training plus associated expenses.

If a merit annual employee desires to enhance their own job skills through training or academic pursuits which are viewed by the District Director as being directly related to the job or a position to which one may wish to become promoted, and the employee initiates such a request; the District may give consideration in work schedule accommodations and tuition expenses.

Tuition expenses must be budgeted during the District’s regular budget process. Employees requesting tuition reimbursement must be employed by the District for a minimum of two (2) years. The District may choose to participate at a rate of fifty percent (50%) of education expenses. Education expenses may be taxable by the IRS. Employees with approved educational assistance must enter
into a written agreement that upon termination (voluntary or involuntary, except for reduction in force) they will refund to the District monies received for educational assistance based upon the following schedule:

<table>
<thead>
<tr>
<th>Time Period Between Date Of Termination &amp; Conclusion of Educational Course(s)</th>
<th>Portion Of Expenses Refunded To District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less Than One Year</td>
<td>100%</td>
</tr>
<tr>
<td>One Year, But Less than Two Years</td>
<td>75%</td>
</tr>
<tr>
<td>Two Years, But Less Than Three Years</td>
<td>50%</td>
</tr>
<tr>
<td>Three Years, But Less Than Four Years</td>
<td>25%</td>
</tr>
<tr>
<td>Greater Than Four Years</td>
<td>0%</td>
</tr>
</tbody>
</table>

Employees who participate in this benefit shall provide proof of eighty percent (80%) attendance and maintain a C grade or better in all classes at the end of each term or semester.

R. **Benefit Limitation**

The benefits described in this section constitute the total and complete benefit package offered and available to all District employees who qualify for participation according to eligibility requirements established by this policy manual.
SECTION 10 - REIMBURSEMENT FOR EXPENSE

A. **Travel: Amended January 23, 2019**

Travel expenses associated with authorized trips on District business, for attendance at conventions, conferences, field trips, seminars, educational courses or meetings etc., will be paid by the District. It is the District's policy that the most cost effective travel and training shall be pursued to accomplish the training goals of the District. Actual costs for materials required for the seminar, training courses, etc., will be paid for or reimbursed by the District.

If the employee expends personal funds required for travel, for reasonable expenses, the employee will provide receipts/ledger of expenses to the District upon completion of the trip, but not later than one (1) week after return to normal duties. For specific policies regarding meal reimbursement please see paragraph 6 of this section.

An employee may be accompanied by a spouse or family member on approved District business trips with the understanding that the District will not pay any of the costs incurred by the spouse or be responsible for any liability associated therewith.

The District Director shall have approval authority for all travel when travel coincides with the employee's professional associations and/or training and has been pre-approved by the Governing Body in the budgeting process. All travel and mileage vouchers shall be signed by the District Director.

To accomplish the District's goals the following guidelines and procedures shall be followed for expenditure and reimbursement of travel associated expenses:

1. **Public Transportation or Car Rental**: The most economical available means of transportation shall be used, considering travel time, fares, convenience, and liability. Receipts will be required in the event reimbursement is necessary.

2. **Miscellaneous Transportation**: Toll charges, parking fees, non-receiptable fares for taxi, buses, etc., shall be reimbursed at actual cost. Fuel, emergency repairs, towing charges, storage fees, etc., for District vehicles will be reimbursed with receipts.

3. If more than one (1) employee from the District is traveling to the same event and/or location by automobile, carpooling in a District vehicle is strongly recommended. If personal transportation is used only one (1) mileage reimbursement per event/location shall be allowed.

4. **Lodging**: Receipts will be required in the event reimbursement is necessary. If an employee travels and stays with friends or relatives rather than in a
hotel/motel the employee may be reimbursed at the rate of forty dollars ($40.00) per day without receipts, with prior approval of the District Director.

5. Personal Transportation: Personal vehicles may be used if District vehicles are not available. For travel out-of-state, District vehicles will not be used, unless authorization is obtained from the District Director. Reimbursement for personal car use shall be at the rate as published in I.R.S. Publication 463 and adjusted yearly.

a. When two (2) or more employees travel in a private car, only one (1) employee will be reimbursed for vehicle costs.

b. Damage to a traveler's personal vehicle occurring during the course of conducting official business is the responsibility of the individual.

c. Mileage will be computed using either the state mileage chart, or an online mapping program using the most direct route.

d. Reimbursement will not be allowed for commuting between the traveler's place of residence and the office considered the principal place of assignment or for miles traveled for purposes other than official business.

e. Computation of mileage should commence from the office considered the principal place of assignment to the point of destination unless the distance from the point of origin other than the principal office to the destination is less.

6. Meals: Meals are allowable on a reimbursable basis for department approved travel outside the District. A request shall be submitted to Payroll at least two (2) weeks prior to the trip. Use of the per diem rates is the preferred method for meal reimbursement. Meals shall be reimbursed either at actual cost, or at the per diem schedule presented in the most recent edition of the IRS publication 463, whichever is less.

a. A traveler is entitled to meals when not staying overnight when:

1) Breakfast - round trip travel is out of District and commences prior to 6:00 a.m.

2) Lunch - when the trip meets one of the following conditions:

   i) The traveler is on an officially approved trip of such duration as to warrant entitlement to breakfast and dinner.

   ii) The traveler leaves their "home base" before 11:00 a.m. and
returns after 2:00 p.m.

3) Dinner - round trip travel is out of District and arrival back home is later than 7:00 p.m. If meals are provided by a hotel, motel, and/or association, no reimbursement will be made for that meal.

b. Money may be advanced for anticipated expenses.

7. Miscellaneous Expense: Registration fees, incidental supplies, publications, etc., shall be purchased in advance through the District if possible. Receipts will be required for reimbursement of authorized expenses.
SECTION 13 - DISCIPLINARY PROCEDURES

A. Disciplinary Action:

PROGRESSIVE DISCIPLINE IS NOT REQUIRED. The disciplinary action taken shall be that deemed appropriate by the employee's department manager or the District Director ("Supervisor(s)") pursuant to Title 17 Utah Code Annotated. It is the responsibility of all employees to observe regulations necessary for the proper operation of District government functions. Administrative procedures have been established for the handling of disciplinary measures such as reprimand, suspension, demotion, and discharge. The Supervisor, Personnel Director or representative of the District, shall be present when the charges are presented to the employee. All such measures which affect employment status or compensation of an employee shall follow the presentation of charges to the employee and an opportunity for the employee to be heard. Charges and causes for action shall include, but not be limited to those listed below:

1. Refusal to comply with a lawful instruction unless such instruction is injurious to health or safety;

2. Insubordination;

3. Conviction of a felony while an employee of the District;

4. Indulging in offensive conduct or using offensive language towards the public or in public toward District officers or employees during the performance of their duties;

5. Deliberate or careless conduct endangering the safety of the employee, other employees, or the general public. Horseplay is explicitly prohibited;

6. Intentionally inducing or attempting to induce any employee in the service of the District, to commit an unlawful act, violation of District regulations, official policy, or departmental orders;

7. Using, threatening or attempting to use, personal or political influence in an effort to secure special consideration as a District employee;

8. Incompetency and inefficiency in the performance of job duties;

9. Carelessness or negligence with District monies, equipment, or property;

10. Theft or intentional destruction of District property;

11. Intentional falsification of personnel records, time reports, or other District records;
12. Being under the influence of intoxicants or drugs while on duty;

13. Sleeping on duty except as provided for in official regulations; and


For violation of any of the preceding rules and regulations, the employee may be subject to immediate suspension without pay or other disciplinary action.

B. **Process:**

All care and consideration to the employee shall be given prior to imposing discipline. When an allegation or observation is made regarding an employee’s conduct which may trigger a disciplinary action, Supervisors shall ensure the employee is given notice of the allegation, an opportunity to respond to the allegation and be heard on the matter, and notice of a final disciplinary decision. To achieve these goals, for discipline other than **Verbal Warnings**, Supervisors, should:

1. Inform the Personnel Director and the County Attorney’s Office of the allegations(s) prior to any action or any disciplinary decision being made.

2. Where necessary, suspend the employee with pay pending an investigation.

3. Conduct an internal investigation into the allegations to ascertain any and all evidence in support of or relevant to the allegation.

4. Upon completion of the investigation, prepare a written letter addressed to the employee outlining all allegations and the evidence in support of the allegations. The letter shall be approved by the Personnel Director and the County Attorney’s Office prior to dissemination.

5. Provide the employee with the written letter and set a date to have the employee meet with the Supervisor to discuss and respond to the allegations. The meeting time shall be set so as to provide the employee sufficient time to thoroughly review the allegations and consult with representation prior to the meeting.

6. Meet with the employee and allow the employee to respond to all allegations verbally or in writing. Supervisors, division directors, department heads, and elected officials shall take the employee’s responses into consideration prior to making any final disciplinary determination.
7. After meeting with the employee, if any follow up investigation is required or necessary to confirm or corroborate information, the Supervisor, division director, or department head shall finalize the investigation.

8. Once finalized, the Supervisor shall again contact the Personnel Director and County Attorney’s Office notifying them of the contemplated disciplinary decision and shall receive their approval prior to imposing the discipline, if any.

9. The disciplinary decision shall be presented to the employee in person and in written form, with a copy given to the employee and the Personnel Director.

C. Types of Discipline: Amended January 23, 2019

1. Verbal Warning:
Whenever grounds for disciplinary action exist, and the Supervisor determines that more severe action is not immediately necessary, they should orally communicate to the employee the Supervisor’s observations of the deficiency demonstrated at the time of the action and document the event with Supervisor’s notes. All such notes shall be maintained in the Supervisor’s personal employee file for future reference. If corrective action is utilized, see paragraph "E".

2. Written Reprimand:
Pursuant to Title 17, Utah Code, Supervisors may reprimand an employee in writing when, in the judgment of the Supervisor, the employee violates these policies, terms or conditions of employment or reasonable employer expectations. Any Supervisor writing a letter of reprimand shall have the letter reviewed by the Personnel Director and the County Attorney’s Office. Signed copies will be provided to the Supervisor, the Personnel Director, and to the employee. One copy will become a part of the employee’s personnel file. Such reprimands must be communicated person to person, discussed and a remedy clearly expressed between the Supervisor and employee. If corrective action is required by the Supervisor, see Corrective Action, paragraph "E".

3. Suspensions:
   
a. With Pay. Suspensions with pay shall be issued only prior to a disciplinary decision being made, not as a form of discipline. Employees alleged to have engaged in conduct which warrants discipline may be suspended with pay pending an investigation into the allegations and final disciplinary decision. In the event the suspension is to last for more than three (3) days, the employee shall be notified of the suspension in writing and shall immediately cease
all work for the District until notified otherwise. Suspension with pay should not exceed thirty (30) calendar days.

b. Without Pay. Suspensions without pay may be issued as a disciplinary measure for employees who engage in wrongful conduct. Suspensions may be up to thirty (30) calendar days for each disciplinary action. Supervisors contemplating such action must first consult with the Personnel Director and the County Attorney’s Office and provide the employee an opportunity to be heard. The employee shall be furnished with a written copy of the reasons for and term of the suspension.

4. Demotion:
The District Director may, after consulting with the Personnel Director and County Attorney’s Office, demote and/or reduce in grade, with loss of compensation, any employee in the District for the good of the District or as a disciplinary measure for cause.

5. Discharge:
The District Director may, after consulting with the Personnel Director and County Attorney's Office, discharge for cause any regular employee in the District by delivering a written statement of reasons for discharge to the employee concerned with a copy to be placed in the employee’s personnel file. No discharge shall be administered without a suspension and a formal investigation.

All discipline shall be administered on a case-by-case basis with the most severe penalty being discharge from District employment. No employee may be discharged from employment as a result of a change in the appointed administration of the District (Board) or for the political expediency of an elected officer (Governing Body), except, where specifically provided by statute, contract or terms of formal agreement provide as a condition of employment. Neither shall any employee be removed from employment by means of job reclassification or transfer of job function when the evident purpose of the action was primarily for the purpose of terminating the employment relationship.

D. **Appeal:**
Any employee subject to disciplinary action or discharge under the provisions of the above policies may appeal through formal grievance procedures as prescribed in Section 14 of these Policies and Procedures.

E. **Corrective Action:**
When an employee’s performance does not meet established standards for reasons other than willful misconduct, appropriate corrective action shall be taken in accordance with the following rules:
1. The Supervisor shall discuss the substandard performance with the employee in an attempt to discover the reasons for such performance and to plan an appropriate solution.

2. Appropriate corrective actions include but are not limited to: a period of probation during which closer supervision and training are present; a referral for personal counseling; reassignment; transfer; use of appropriate leave, or career counseling.

3. During the implementation of a corrective action plan, the Supervisor, shall frequently evaluate and document the employee’s progress under the imposed plan.

4. At the conclusion of the corrective action or probationary period, the Supervisor, shall notify the Personnel Director in writing, of the conclusion and the employee’s success or failure.
SECTION 16 - OCCUPATIONAL LAWS

A. Occupational Health & Safety

It is the intent of the District to comply with all applicable rules and regulations pertaining to the Occupation Safety and Health Act as established under Federal Law or Utah State Law. No job is so important and no service so urgent that time cannot be taken to perform work safely. Equipment, materials, and operations must be understood before they are utilized. Unsafe conditions and circumstances involving accidents or the potential for accidents shall be reported immediately to the supervisor and the compliance officer.

1. The District Director shall appoint a compliance officer.

2. The District shall furnish each of its employees a work environment free from recognized hazards that are causing or are likely to cause death or physical harm to such employees and does hereby require that each employee comply with the occupational safety and health standards, orders, rules, and regulations promulgated under the Occupation Safety and Health Act. Compliance with this Act shall be accomplished through the establishment of an occupational safety and health program as outlined herein.

3. All employees are covered under the Worker's Compensation Act (Utah Code §34A-2-101 et. seq.) for any injury sustained during the performance of their job. Compensation will be received for any loss sustained on account of such injury or death, and for medical and hospital services, medicines, and funeral expenses. No compensation shall be allowed for the first three (3) days after the injury, except for authorized medical, nurse and hospital services, and for medicines, and funeral expenses. However, if the temporary disability lasts more than fourteen (14) days, compensation shall then be payable for the first three (3) days.

4. In accordance with law, the District Director and the compliance officer shall inspect District facilities semi-annually at a minimum for unsafe conditions and practices, defective equipment, and materials, and where such conditions are found, to take appropriate action to correct such conditions immediately. The compliance officer in conjunction with department heads or department managers shall enforce safety regulations and issue such rules as may be necessary to safeguard the health and lives of employees and the public. They shall warn all employees of any known dangerous conditions.

5. An accurate record shall be kept of all accidents involving an injury to an employee while on duty, whether or not time is lost. These records shall at all reasonable times be available to the Industrial Commission or its
representatives upon request. Other records shall be kept as requested by the Industrial Commission.

6. The compliance officer shall post, in conspicuous places, a listing of telephone numbers or addresses as may be applicable so that necessary help can be obtained in case of an emergency.

7. Supervisors and employees shall be required to insure clean work areas. An excessively littered or dirty work area constitutes an unsafe, hazardous condition of employment and should be remedied within a reasonable amount of time.

8. A report of any on-the-job injury resulting in disability or lost time shall be submitted to the District Administrator, who shall notify the Workers Compensation carrier who shall notify the Industrial Commission and the affected employee within seven (7) calendar days on a "First Report of Injury" form. Should any sudden or unusual occurrence or change of conditions occur (such as the appearance of toxic or unusual fumes or gases, major equipment failure, explosions, fires, etc.) that might affect the safety or health of District employees or tend to increase the hazards thereof, the compliance officer or other designated authority shall notify the Industrial Commission of Utah at once. Such notification must be made whether or not any actual injuries result from the above occurrences or changes of conditions.

9. No person shall remove, displace, destroy, or carry away any safety device or safeguard provided for use in any place of District employment or interfere with the use of any method or process adopted for the protection of employees. No employees shall refuse or neglect to follow and obey reasonable orders that are issued for the protection of health, life, safety, or welfare of employees. Willful violation of these rules is grounds for disciplinary action or dismissal.

10. Additional information relative to the Occupational Safety and Health Act can be obtained from the Utah State Industrial Commission.

B. **Worker's Compensation**

The District operates under the provisions of the Utah State Worker's Compensation Act, Utah Code Ann. §34A-2-401 et. seq., as amended, provides that any employee "... who is injured, and the dependents of each such employee who is killed, by accident arising out of and in the course of the employee’s employment, wherever such injury occurred, if the accident was not purposely self-inflicted, shall be paid: (a) compensation for loss sustained on account of the injury or death; [and] (b) the amount ... for medical, nurse and hospital services and medicines, and, in case of death, the amount of funeral expenses". According to state law, Workers Compensation benefits are provided to all
District employees who become injured or contract occupational diseases on the job and cannot perform their normal duties. Under the ADA, reasonable accommodation will be made in all return-to-work situations, if doing so will not produce undue hardship. Eligible workers may receive benefits in various areas which include: hospitalization, medical, disability, permanent loss of body functions, prosthetic devices, and death/burial benefits. The amount and conditions of any such compensation shall be based on applicable provisions of the Worker’s Compensation Act. Any injury occurring on the job must be reported to the supervisor and the District Administrator immediately. Forms prescribed by the State Industrial Commission must be completed by the District Administrator within seven (7) days of injury. An employee returning to work after a Worker’s Compensation leave shall provide a return to work release from their physician listing accommodations, if any. The District may restrict the employee’s return to work if the accommodations preclude the employee from fully participating in their job responsibilities.

C. **Coordination of Social Security Benefits**

All employees of the District contribute to the Social Security program, as administered by the Federal Government. The system is based on employer and employee contributions as determined by Congress. Benefits include four (4) general areas: Retirement Insurance, Survivors Insurance, Disability Insurance, and Hospital and Medical Insurance (Medicare). Employees who are eligible for both workers compensation and social security will receive less social security payments but will not receive reduced workers compensation benefits.

D. **Unemployment Insurance**

The unemployment insurance program at Workforce Services requires a person to make a declaration of physical ability to work and availability to work if physically able. Employees would not be eligible for unemployment insurance benefits if they are receiving workers compensation benefits.
OPERATIONAL POLICIES

SNYDERVILLE BASIN

SPECIAL RECREATION DISTRICT

5715 TRAILSIDE DRIVE
PARK CITY, UT  84098
435-649-1564
435-649-1567 (Fax)
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VEHICLE USE

Operation of a District vehicle is both a privilege and a responsibility. All employees are responsible for operating both District vehicles and any personal vehicle on District business according to state and federal laws and District policy.

All drivers must be at least eighteen (18) years old and possess a valid driver’s license with endorsements appropriate for the vehicles to be operated. Any employee without a valid driver’s license will not be allowed to operate a District vehicle or drive on District business. If driving is an essential job function, and the employee cannot be reasonably accommodated, the employee will be terminated.

Motor Vehicle Reports will be checked on all applicants after the date of hire and any subsequent rehire. The Motor Vehicle Reports of seasonal employees will be checked once each calendar year. The District reserves the right to check an employee’s Motor Vehicle Report should any instance cause reasonable concern. The report will be reviewed to ascertain whether the employee holds a valid license and whether his or her driving record is within the parameters set by the District.

The privilege of driving a District vehicle may be suspended for up to three (3) years for any of the following reasons:

1. The employee has been involved in three (3) or more preventable accidents during a three (3) year period;
2. The employee has three (3) or more moving violations while driving a District vehicle within a twelve (12) month period;
3. The employee has been convicted of any driving violation that management determines to pose a significant risk to the safety of the District; or
4. The employee engages in unauthorized use or misuse of a District vehicle.

 Procedures:

1. Employees shall not operate a vehicle if he or she is not physically and mentally able to drive safely.
2. Drivers must conform to all traffic laws and make allowances for adverse weather and traffic conditions.
3. Drivers must abide by all laws regarding the use of electronic devices, including cellular phones, in vehicles.
4. Seat belts must be worn by the driver and all passengers whenever a vehicle is in motion.
5. Employees shall not allow anyone to ride in any part of the vehicle not specifically intended for passenger use and/or any seat that does not include a working seat belt.
6. District-owned vehicles are to be used for District business only. There shall be no personal use of a District-owned vehicle. District vehicles may be driven home and used as transportation to and from work only if approved by the District Director which will only be given for limited periods of time. Any employee taking a District-owned vehicle home outside the District will reimburse the District at the rate of $50.00 per month. No District-owned vehicles may be taken home outside a 35-mile radius of the District’s boundaries.
7. Employees are responsible for all fines they incur while operating a vehicle for District business.
8. Personal automobiles, if used for District business, must be legally insured, registered, inspected and in safe operating condition. Personal automobile liability insurance is primary in the event of a claim while driving a personal vehicle on District business.
9. Employees are required to report to their manager any moving or parking violations received while driving on District business and/or in District-owned vehicles. An Incident Report must be completed to document the violation.
10. Employees involved in accidents while driving on District business and/or in District-owned vehicles are required to complete and submit an Incident Report to their manager within twenty-four (24) hours of the accident.
11. Employees must inform their manager if they have a change in driver’s license status, including renewal.
12. It shall be the duty and responsibility of the Department supervisor to see that any District-owned vehicle used by the Department is properly serviced, maintained and cleaned. This includes, but is not limited to, having the appropriate service performed on the vehicle at all designated intervals as set forth by management. A sticker will be affixed to the vehicle in a conspicuous place indicating time of usage and service due for the vehicle. Proper service or maintenance as prescribed by management must take place within thirty (30) working days or five hundred (500) miles of the required service or maintenance time.
13. Every attempt should be made by the driver of a District-owned vehicle to refuel at a government owned refueling station or a station that accepts the District’s Fleet credit cards. The price of fuel at government owned stations are better controlled than those at private filling stations and the Fleet credit cards remove sales tax from the ultimate cost and provide a rebate to the District.
Failure to adhere to these procedures may result in disciplinary action.

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CELL PHONES AND OTHER PERSONAL DEVICES: amended___________________

In recognition that employees utilize their cell phones for District business, the District provides all full-time annual employees (or employees specifically designated as requiring a cell phone for their jobs) a monthly allowance for such use. The allowance will be issued through payroll.

As the cell phone is the personal property of the employee, all damages or loss will be at the expense of the employee. All cell phone accessories must be paid for by the employee. Personal cell phones, tablets, and/or laptop computers (collectively “Personal Devices) are prohibited from logging into the District’s secure network.

If a Personal Device that has access to the District’s email and/or remote desktop is lost or stolen, the employee agrees to activate the device’s remote wipe capability and immediately notify the District in order that the District can change the employee’s email password.

It is the employee’s responsibility to purchase any desired insurance.

All District phone use and records are subject to the terms of the Utah Government Records Access Management Act.

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PERSONAL USE POLICY – Effective August 14, 2019

SECTION 1: PURPOSE

It is the intent of the District to be responsible for the use of all tax dollars and all real and personal property acquired with tax dollars, and to establish policies regarding the personal use of District property by its officers, agents and employees, including real and personal property as defined in Utah Code Ann. §76-8-402.

This Policy serves as guidance to all employees, independent contractors and elected and appointed officials as to the appropriate use of District property and to avoid unintentional violations of Utah Code §76-8-402 and §76-8-404.

SECTION 2: GENERAL PROVISIONS

2.1. GENERAL APPLICABILITY: This Policy is applicable to all Employees using Public Property, as well as Public Money and Public Funds.

2.2 PRIVILEGE: Public Property owned, held, controlled or managed by the District remains the property of the District at all times and the privilege to use the Public Property may be limited or revoked at any time by the District Director or applicable department head. The authorizations contained within this Policy do not grant to any Employee an inherent right to use Public Property nor does it grant any expectation of privacy in the Personal Use of the Public Property, and no individual or Employee should have any expectation of privacy while using government resources at any time for any purpose.

2.3 DEFINITIONS: As used in this Policy the following definitions shall apply:

A. “Employee” means (i) a Public Officer; (ii) an appointed official, employee, consultant, or independent contractor of the District; (iii) a volunteer of the District; or (iv) a person hired or paid by the District to perform a government function. An individual becomes an “Employee” under this Policy upon election, appointment, contracting or other selection, regardless of whether the individual has begun to officially occupy the position.

B. “Incidental Use” means that Personal Use of Public Property for which the value provided to the District by the Employee’s use or possession of the Public Property for a public purpose substantially outweighs the personal benefit received by the Employee from the use of the Public Property for Personal Use.
C. "Personal Use" means any use by an Employee, which is for the benefit of the Employee and not part of the Employee’s official duties, or other duties as may be assigned or authorized by the Employee’s department head or direct supervisor. Use of Public Property which is open and available to the general public is not considered Personal Use.

D. "Public Money" or "Public Funds" means money, funds, or accounts, regardless of the source from which they are derived, that: (i) are owned, held or administered by the District; or (ii) are in the possession of another entity that performs a public function and is authorized to hold, spend, transfer, disburse, use or receive Public Money. It also includes money, funds, or accounts after the money, funds or accounts are transferred to an independent contractor and remain Public Funds or Public Money while in the possession of an independent contractor for the purpose of providing a program or service for or on behalf of the District.

E. "Public Officer" means an elected official of the District or a person appointed to fulfill the remaining term of an elected official and a justice court judge.

F. "Public Property" includes real or personal property that is owned, held, or managed by the District, including after the Public Property has been transferred to an independent contractor and remains Public Property while in the possession of an independent contractor who is providing a service or program for or on behalf of the District. Public Property includes electronic software as well as the hardware.

SECTION 3: POLICY

It is the Policy of the District that all District-owned, held, controlled and managed personal and real property is for the beneficial use of the public and should at all times, be primarily used for the purpose of conducting District functions consistent with the dictates of Title 17 of the Utah Code.

3.1 AUTHORIZED USE:

A. The Incidental Use of Public Property by District Employees is hereby authorized by the District. To the extent more specific policies have been adopted for particular types of Public Property, which have either less or more restrictive authorized uses, the more specific policies shall apply.

B. Use of Public Property by authorized charitable organizations or on behalf of those organizations by District Employees may be authorized and if so, shall not be considered Personal Use. Authorization for charitable use shall be made by the District Director or the Employee’s department head and should be in writing.

C. The Personal Use of Public Property as authorized in this Section shall:

1. Not surpass nor disrupt the primary purpose of the property in fulfilling the Employee’s official duties;

2. Not incur any unauthorized additional costs to the District;

3. Be conducted, to the extent possible, during non-working hours or at times and in such manner which does not interfere with the conduct of regular District business;

4. Be conducted only with or on Public Property which is in the Employee’s possession because it is necessary to fulfill the Employee’s official duties;

5. Be conducted in a manner which does not compromise the integrity of Public Property, including software and systems; and

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1 In accordance with IRS Publication 15-B (2019), Employer’s Tax Guide to Fringe Benefits, any Personal Use of Public Property which is greater than de minimis may be considered by the Internal Revenue Service as a taxable fringe benefit, and even if the use is authorized, the entire cost of the Public Property will be taxable to the Employee. Generally speaking, so long as District provided cellular phones are primarily used for District business, Personal Use of the cellular phones does not generally constitute a taxable event to an Employee. Further, the Personal Use of District-provided computers, printers, or copiers which comprise no more than 15% of the total use of such, does not generally constitute a taxable event to an Employee.
6. Be conducted consistent with all other District policies and in a manner which is compliant with all local, state and federal laws.

D. The Personal Use of Public Funds or Public Money is prohibited and no authorization for Personal Use of Public Funds or Public Money is hereby granted.

3.2 Authorizing Authority:

A. The District Director shall be the primary source of any authorization required under this Policy, with each department head being responsible for authorizations as set forth below. By adoption of this Policy, the District Director has authorized the Personal Use indicated in this Policy.

B. Each department head, including Public Officers, shall be responsible for determining what Public Property is required by each of their Employees and/or independent contractors in order to perform their assigned duties.

3.3 Prohibitions:

A. In accordance with Utah Code Ann. §76-8-404, no Public Officer shall use Public Property, Public Funds or Public Money in a manner or with the intent to obtain or derive a profit therefrom.

B. No Employee shall use Public Property, Public Funds or Public Money in violation of federal, state or local laws.

3.4 Inadvertent Personal Use: Employees who may inadvertently and unintentionally use Public Property, Public Funds or Public Money in a manner not consistent with the authorizations in this Policy shall upon discovery:

A. Immediately report the inadvertent use to the District Administrator, their department head, or immediate supervisor; and

B. Shall, within 14 days, repay any costs that may have been incurred; and/or

C. Take all necessary steps to insure that the District is not injured by the inadvertent personal use.

SECTION 4 PENALTIES

Violations of this Policy may subject the violating Employee to disciplinary action under Section 13 of the District Personnel Policies, felony criminal prosecution under the provisions of Utah Code Ann. §76-8-402 or §76-8-404; cancellation of contracts; and/or disqualification from or removal from office.

EMPLOYMENT REFERENCES

All employment references shall be referred to and provided by the District Director, District Administrator, or designee. The District limits information given in an employment reference to the following:

1. Verification that the employee worked, full-time or part-time, for the District during a stated period.
2. A description of the position held.
3. Verification that the employee achieved a given salary range.

TIME SHEETS

Non-exempt employees: Non-exempt employees will be required to clock-in and clock-out daily utilizing the provided timeclocks at the Trailside offices and the Fieldhouse. The time sheets will reflect all hours worked, and include overtime, vacation, sick leave, and compensatory time. If the timeclock is not functioning or the employee is working at a location without a timeclock, hours worked must
be entered on the Missed Punch Log and submitted to the employee’s supervisor at the end of the pay period. The supervisors and/or department managers will be required to review and approve all time sheets through uAttend. The time sheets will then be submitted to the Administration Department for payroll processing.

**Exempt employees:** Exempt employees are required to complete a bi-weekly log reporting days worked, vacation, sick time or holidays used. This log must be signed and dated by the exempt employee and turned in to the District Director for review and approval. The logs will then be submitted to the Administration Department for payroll processing.

**Timing:** In order to provide for timely payroll processing, all time sheets shall be reviewed and approved by supervisors and/or department managers no later than 5:00pm on the next business day following the end of the pay period (unless other arrangements have been made with the Administration Department). Exceptions will be made in observance of holidays and unforeseen circumstances.

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**BIOMETRIC INFORMATION PRIVACY POLICY**

Biometric data is personal information about an individual’s physical characteristics that can be used to identify that person. The District collects, stores, and uses an employee’s fingerprint biometric data for the purpose of timekeeping. The District will not sell, lease, trade, or otherwise profit from such biometric data. Nor will it authorize its timekeeping vendor to engage in any such activity.

The District will not disclose or disseminate any biometric data to anyone other than the timekeeping vendor unless:

1. The employee or the employee’s legally authorized representative provides consent to such disclosure;
2. The disclosure completes a financial transaction requested or authorized by the employee or the employee’s legally authorized representative;
3. The disclosure is required for state or federal law, or municipal ordinance; or
4. The disclosure is required pursuant to a valid warrant or subpoena.

Biometric data will be stored and protected in a manner as other confidential and sensitive information held by the District.

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**TIME OFF FOR WORKING EVENTS/FUNCTIONS**

To encourage support and participation at the District’s work functions and events, annual full-time non-exempt staff may earn paid time off for participating at designated events/functions. Such staff will be paid for the hours worked at the event/function in addition to accruing paid time off. The Department Manager and District Director must authorize the time off on the District form. The form is to be filed with the Administration Department within the same pay period. Employees must then specify on their timesheets when they are using the Time Off for Working Events/Functions.

1. It will be at the discretion of the District Director to declare what events qualify and how much time is accrued.
2. Time off must be used within the same calendar year it is earned, unless otherwise designated by the District Director.
3. Time off for Working Events/Functions is not eligible for pay out upon separation from employment.

*****

**SAFETY**

**General Policy:** The following general safety rules will apply in all District work places. Each department may prepare separate safety rules applicable to the specific nature of work in its area but not in conflict with this general policy. Employees will be trained in the rules of their respective department at the start of employment.

1. All accidents, regardless of severity, personal or vehicular, shall be reported immediately to the supervisor or department manager.
2. Defective equipment will be reported immediately to the supervisor or department manager.
3. Employees will not operate equipment or use tools for which training has not been received.
4. In all work situations, safeguards required by State and Federal safety regulations will be provided.
Proper Use of District Equipment and Tools: The use of District equipment or tools for private purposes is allowed only with prior written approval from an employee’s manager. Reasonable use of District tools and equipment to protect property and preserve life is authorized.

1. Employees shall be required to attend training provided by the District, 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 by the District.

2. A commercial driver's license (CDL) is required for operators of commercial motor vehicles. No individual shall be allowed to operate such vehicles unless he/she has a current CDL. This CDL is required pursuant to the Commercial Motor Vehicle Safety Act. Employees must renew CDLs at four (4) year intervals, or as otherwise required by law.

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CONFINED SPACE ENTRY

General Policy: OSHA defines a confined space as an area which has (1) limited or restricted means for entry or exit and (2) is not designed for continuous occupancy. Confined spaces include, but are not limited to storage bins, vaults, pits, manholes, tunnels, equipment housings, and ductwork. The District has a written confined space entry policy. The District will provide confined space training for all departments as required under the policy. Parks Department employees.

Requirements: The written confined space entry policy includes:

1. Annual training on confined space issues.
3. A permitting system for entering permit-required confined spaces.
4. A rescue plan for managing confined space incidents.
5. Protocols for managing contractors doing work in the District's confined spaces.
6. A list of the appropriate personal protective equipment and hardware (hoists, winches, gas monitors, respirators, and ventilation gear) required for safe entry and exit.

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DISASTER RESPONSE PLANNING

General Policy: The District has developed a Disaster Plan. All employees will be provided a copy of such plan and expected to adhere to it to the maximum extent possible and practicable.

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SECONDARY EMPLOYMENT

Primary Employment: District employment shall be the primary employment for full-time employees. Full-time employees engaging in outside employment, including self-employment, must receive authorization from their supervisor and the District Director using the Employee’s Notice of Secondary Employment. Part-time and seasonal employees may engage in secondary employment without prior approval. However, outside employment must not be of a type that would reasonably give rise to criticism or suspicion of conflicting interests or duties, and must not negatively affect their work performance in their position with the District.

Annual Basis: Full-time employees are required to provide their supervisor and District Director with the Employee’s Notice of Secondary Employment Form on an annual basis, regardless if the secondary employment has not changed from the prior year.

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WORKERS COMPENSATION

All employees are covered by workers compensation, which provides medical reimbursement and disability benefits for job-related illness or injury. An employee does not accrue vacation or sick leave benefits while receiving workers compensation payments. Workers compensation payments include reasonable and necessary medical treatment, prescription drugs, mileage reimbursement for travel to
medical appointments, and compensation for lost wages. For exact compensation coverage, check the workers compensation contract on file with the Administrative Department. Employees may use accrued vacation or sick leave to make up the difference between workers compensation benefits and their base pay.

1. **Initial Reporting of Illness or Injury:** Prompt notification of all injuries or illness, no matter how minor, to the employee’s supervisor and the District Administrator is mandatory. All injuries must be reported the day they occur. Reporting the accident or illness is critical to qualification for payment under Workers Compensation. A claim will be processed online by the District Administrator immediately. After the claim is processed in its entirety, a copy must be sent to the Industrial Commission within seven (7) days of the injury. The Industrial Commission is notified by our current Workers Compensation carrier: WCF.

2. An employee who sustains a bona fide, on-the-job injury may seek medical attention from the Park City InstaCare on 1750 Sidewinder Drive, Park City, or other Workers Compensation Fund (“WCF”) preferred provider. He/she must tell the doctor, HOW, WHEN and WHERE the accident occurred. The doctor will complete a medical report and copies of this report should be sent within seven (7) days to WCF. WCF will send a copy to the Industrial Commission. A copy will also be returned to the District to be placed on file. The District will then provide a copy to the injured worker.

3. Employees may not submit doctor or hospital bills for on-the-job injuries or illness to the regular medical plan.

4. The employee should use the WCF preferred provider network (Park City InstaCare) for treatment of all but life or limb threatening injuries to avoid paying unnecessary bills. If a life-threatening injury occurs, 911 should be called to access normal emergency care. If the WCF preferred provider is not available, the employee must call the District Administrator to arrange medical care.

5. Employees who do not use the WCF preferred provider network may be responsible for any charges in excess of the rates WCF pays.

6. **Reporting While Off the Job.** While on leave because of a bona fide, on-the-job injury or illness, an employee must contact his/her supervisor or the District Administrator to report on his/her condition at least once each pay period. Failure to provide the required medical status reports may result in revocation of the leave and/or immediate termination.

7. **Return to Service.** The employee must return to work after the approval of the attending physician. The employee must ensure that all paperwork from the medical provider is delivered to the District Administrator. Failure to return to work when directed may result in immediate termination. The District Administrator and the injured employee’s supervisor will review any restrictions given by the medical provider with the injured employee’s job description and determine if the employee’s normal job meets the restrictions. Injured employees must comply with the restrictions they are given.

8. The District will accommodate restricted duty jobs for workers injured on the job. The District Administrator will work with the supervisor to design a work strategy that meets the injured employee’s restrictions and accomplishes the District’s goals. An employee who is able to return to work in light duty status may be required to work in a different department and perform duties not contained within his/her current job classification.

9. The injured employee’s supervisor and the District Administrator will regularly follow up with the employee and medical providers to make sure the employee is getting the care required, attending medical appointments, complying with restrictions, and any restricted duty assignments are helping the employee move closer to his/her regular job duties.

10. At the time of final release or settlement of a Workers Compensation claim, if the employee cannot fulfill the essential job functions even with a reasonable accommodation and no vacancy exists for another position for which the employee qualifies, then he/she may be terminated and paid any accrued benefits due to him/her.

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**WELLNESS**

The District is committed to employee wellness and believes it is important that it provide direction and facilitate the development of activities to promote both participation in fitness offerings and the achievement of individual goals toward fitness and well-being. The goal of this program is for each employee to become actively engaged in his or her health and wellness, which will in turn improve employee health and reduce healthcare costs.
The District’s multi-faceted Wellness Program is offered to all full-time, annual employees. The District provides employees and their family members free access to the Fieldhouse and all fitness class offerings, as well as discounted program registration fees. The District is also flexible with schedules so that employees can partake in fitness classes when they are offered. To further promote wellness and the District’s amenities, employees are offered incentives for consistent fitness activity throughout the year. The District also provides annual flu shots and biometric screenings to employees at no cost.

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MEMORIALS

Purpose: To establish a uniform policy for non-artistic memorials in public parks, facilities, and trails on District property or on public easements.

Authorization: The District shall retain final authority for accepting memorial requests and/or authorizing any use of District-owned property.

Objectives:
- Ensure uniformity and a timeline for memorial requests
- Protect the integrity of District property
- Provide opportunities for residents to memorialize loved ones in District parks and facilities, as well as on District trails
- Provide customer service consistent with open and responsive government

Qualifying Donations:
- Memorial benches (design selected by the District)
- Memorial trees (type selected by the District)
- The District may alter the list of qualifying donations at its discretion
- Artistic donations will not be considered

Application: A written application in the form of a proposal must be submitted to the Planning and Legal Affairs Manager at the District Administrative office for review. The proposal submitted should utilize the District’s form and include: an explanation or scope of the memorial request, specifications including tree or bench, proposal location, and any other pertinent information. Additionally, a draft Letter of Intent, detailing the general criteria and obligations for a memorial request needs to accompany the proposal.

General Criteria: In general, the following criteria will be considered: any existing agreements, regulations or deeds, proposal, scope, easements, utilities, existing structures, future or ongoing maintenance, public safety, relationship to the natural environment, users of the proposed site, future development plans, landscape design, existing infrastructure, environmental concerns, visibility and accessibility.

All applications may be reviewed by Summit County or another special service district should the application impact the County or special service district. Donations made on property with a conservation easement or deed restriction shall require approval from the easement holder if mandated per the applicable easement or deed. Should the memorial request impact land owned by an entity/person other than the District, the applicant will be responsible for securing that landowner’s permission and the District will require written proof of such permission at the time of the application.

The District will retain final authority for all use of District owned property.

Timeline and Review Process: Once an application is considered complete (verified in writing), staff will process and respond to each application within sixty (60) days of submittal.

Implementation: The following guidelines are provided for the installation, planting or placement of any memorial request:

1. **Funding:** All costs including initial installation/planting, labor and materials are the responsibility of the applicant.

2. **Installation/planting:** The District will oversee the installation of all memorial requests. An outside contractor will perform installation services at the applicant’s expense. Furthermore, the District shall approve final locations and the installation timeline for all requests. The District may assist in transporting the bench or tree.
3. **Location:** The District reserves the right to amend and/or reject any location provided by the applicant, based on any existing agreements, regulations or deeds, scope, easements, utilities, existing structures, maintenance, public safety, relationship to the natural environment, users of the proposed site, future development plans, landscape design, existing infrastructure, proximity to other memorials, environmental concerns, visibility and accessibility. Unless specifically agreed to in writing, the District may, at any future date, elect in its sole discretion to remove or relocate the memorial. No permanent right, title, or interest of any kind shall vest on the applicant’s behalf by virtue of this memorial approval. The District holds ultimate ownership over all memorial benches and trees and it is prohibited for applicants to decorate, personalize or add adornment to any bench and/or tree.

4. **Vandalism and Maintenance:** All maintenance costs are at the donor’s expense. Special maintenance, defined as exceeding normal maintenance as determined and provided by the District, may be provided at the discretion of the District. Payment will be made by check payable to Snyderville Basin Special Recreation District.

5. **Plaques:** No upright, free standing signs or plaque donations are allowed without District approval. The District will allow an engraved (12” x 8”) 96 square inch or smaller engraved flat stone that can be placed at the foot of a tree or bench. Materials and wording must be approved by the District as part of the written proposal.

6. **Materials:** All benches and trees will be selected by the District to maintain consistency. Trees may only be planted between May 15 and October 1, weather permitting; approved and coordinated with the District.

7. **Liability:** The applicant agrees to hold the District harmless and indemnify the District for any and all claims which might arise from any person, entity or corporation, resulting from the applicant’s use of the District property or right-of-way for installation purposes, or arising from the applicant’s performance or bench/tree donated pursuant to this policy.

8. **Other:** This approval shall be in effect for the life of the donated item in accordance with generally accepted standards administered by the District.

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**SERVICE ANIMAL POLICY**

Only service animals are allowed in the Fieldhouse facility. Emotional support animals are not service animals and are therefore prohibited from the Fieldhouse facility.

Service dogs\(^2\) are allowed wherever people are allowed, unless the animal poses a direct threat, a fundamental alteration, is not housebroken or is not under the control of the person with the disability.

If you encounter a patron with an animal in the Fieldhouse, follow the below steps:

1. Politely stop the patron and notify him/her that pets are not allowed in the building.
2. If the patron says the animal is his/her service animal, allow the patron to enter with the animal.
3. If you have questions or concerns about an animal, please contact Matt Strader, Fieldhouse & Facilities Manager.

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**DOG POLICY (AT TRAILSIDE)**

The Administrative Office of the District is a dog friendly workplace. In order to ensure that the work environment is not jeopardized by the presence of dogs in the office, the District has established the following dog policy. Only well behaved dogs that can be, and are, kept under control by their owners and adhere to the rules will be allowed to be in the workplace. Employees wishing to bring a pet to work must read and understand these guidelines, sign a copy of this policy and submit such signed copy to the Administration

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\(^2\) Under the ADA, service animals are limited to dogs with very limited exceptions for miniature horses.
Department. A Pet Cleaning Fee per dog will be assessed to anyone bringing a dog to work. This fee is to cover any mishaps and the extra cleaning required for the building.

The privilege of bringing a pet to work is subordinate to the health, safety, and comfort of persons who may come into contact with the animals at the office. This policy has been established for the offices at Trailside Park only. Employees will not be allowed to bring dogs to work at the Fieldhouse as it is a public facility.

1. All dogs must be kept under control at all times.
2. Dogs shall not be left unattended unless contained within the owner’s working space. Barrier gates are to be utilized so that dogs will stay within the owner’s space where possible. Fencing or leashing should maintain a safe and convenient ingress and egress to the owner’s working space.
3. Only one (1) dog per working space is permitted.
4. Dogs must be licensed by the county in which the employee resides, current on all vaccinations and free of fleas.
5. The presence of any dog must not interfere with anyone’s work at the District or cause any problems for co-workers or visitors to the District’s offices.
6. Dogs are not allowed in the public areas of the building and must be on leash when coming and going from the building.
7. Dogs are not allowed in meetings where outside vendors and/or individuals from outside the organization are present.
8. Dogs are not permitted in District vehicles.
9. Dog food must be stored in sealed containers and no food may be left unattended in open bowls during non-working hours.
10. Owners are responsible for picking up after their dog in all areas of the property.
11. If a dog causes damage to the building or any other property while at work, the dog’s owner will be held financially responsible without limitation.
12. If a dog causes an injury, the owner will be solely liable.
13. If a dog displays aggressive behavior, it must be removed from the office immediately and will be prohibited from returning.
14. The following misbehaviors may result in the prohibition of the dog from coming to work:
   - Loud and repetitive barking;
   - Having accidents in the building;
   - Causing damage to the building and/or personal property;
   - Free roaming of the building;
   - Causing a mess; and
   - Any other reported issues by co-workers that are not addressed.
15. An animal may be excluded from the office if it:
   - Causes any person to experience allergic reactions, fear, or any other physical or psychological discomfort;
   - Distracts any employee from his/her work; or
   - Reduces any employee’s productivity or quality of work.

Employees must indemnify and hold harmless the District against any and all legal and financial liability resulting from their dog’s actions.

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ENFORCEMENT OF DISTRICT RULES AND/OR INSTRUCTIONS: amended

Failure to follow posted rules and/or instructions of the District will result in the following consequences to patrons:

First Offense: A verbal warning will be issued.
Second Offense: A cease and desist letter will be issued.
Third Offense: Participant will be suspended from using District facilities and/or participating in District programs. No refund of fees will be issued.
Fourth Offense: Participant will be permanently prohibited from using District facilities and/or participating in District programs. No refund of fees will be issued.
The District reserves the right to skip any level of consequences in cases where the safety of other patrons and/or District employees is involved or when other special circumstances warrant such, as determined by the District Director.

DISTRICT FEE SCHEDULE

The Board shall adopt administrative fees from time-to-time to offset the costs associated with its policies and programs.

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BUDGET LINE ITEM ADJUSTMENTS

Adjustments within Departments: Within a specified fund, the District Director may move money from one budgeted line to another budgeted line within the same department without further approval.

Adjustments between Departments: Within a specified fund, the District Director may move money from one budgeted line to another budgeted line in a different department only with approval of the Administrative Control Board and the Summit County Council.

CANCELLATION POLICIES: amended January 23, 2019

To request a credit or refund, a Patron Credit Request Form must be completed and submitted to contactus@basinrecreation.org. All refunds will be issued in the form of a credit on the patron’s account, unless specifically requested otherwise by the patron. Payments to the District are subject to the following policies:

General Policy: Unless specifically provided below, full credits/refunds will be given if notice of cancellation is provided seven (7) or more days prior to the first day of a program. For purposes of this policy, the start of a sports program is defined as the date of the first scheduled practice. Eighty percent (80%) of the paid fee will be credited or refunded if notice of cancellation is given within seven (7) days of the start of the program. Programs cancelled by the District will be refunded in full. This general policy applies to day camps, sports camps, bike camps, clinics and programs. There are no credits or refunds for inclement weather.

Special Circumstance Policy: If a participant cannot attend or continue an activity due to an illness or an extraordinary circumstance, a pro-rated credit or refund may be granted. A note from a doctor may be required.

Field Trip Camp Policy: Due to the costs incurred by the District for field trips, if a participant cancels within fourteen (14) days but not within seven (7) days of the field trip, he/she is responsible for fifty percent (50%) of the entire fee. The participant is responsible for one hundred percent (100%) of the fee if he/she cancels within seven (7) days of the field trip. If the vacated spot is filled, then eighty percent (80%) of the paid fee will be refunded/credited. Youth Crew events and Teen camps are considered Field Trip Camps for purposes of this refund policy.

Adult Team Sports Policy: Before the schedules are set, the District will provide a full credit/refund. After the schedule is complete, a fifty percent (50%) credit/refund will be given. Once the season has begun, no credits or refunds will be given.

Fieldhouse Passes/Rentals Policy:

1. Punch cards and one (1) month passes are non-refundable and non-creditable.
2. Credits/refunds on all other passes will be pro-rated. No retroactive cancellations.
3. Only annual passes may be frozen. An annual pass holder may freeze the pass for one (1) time only for a minimum of two (2) weeks. Advanced notice is required.

Meeting Room and Park Pavilion Policy: If the applicant cancels a reservation seven (7) or more days prior to the date reserved, a full credit/refund will be issued. If a facility reservation is cancelled less than seven (7) days prior to the date reserved, only the deposit will be returned. Credits or refunds of the remaining fees will NOT be issued. If, due to unforeseen circumstances, a cancellation is initiated by the District, the reservation holder will be given a one hundred percent (100%) refund for that specific date or the District will provide a credit toward a mutually agreed upon future reservation.

Coach Credits: If a coaching credit is offered, the credit will be placed on the payer’s account at the conclusion of the season. It will be available to use towards future purchases.
No credits or refunds will be given under any of the above provisions if the request is received after the final day of the program.

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SPONSORSHIP POLICY

Basin Recreation aims to make its programs available to every community member interested, regardless of ability to pay. Basin Recreation also recognizes, however, that its primary objective is to provide outstanding and diverse parks, trails and recreational experiences, not to conduct fundraising.

In order that we may offer our programs to our entire community, Basin Recreation staff will seek community partners to sponsor specific events. Staff will aim to have committed sponsors for the next calendar year by November of the previous year.

The events that may be sponsored include:

- The Movies in the Park Series
- The StART of Summer Color Run 5K (over 200 participants in 2015)
- Celebrate the Spirits Trick-or-Treat Run (over 250 participants in 2015)
- Swing for Sports Golf Tournament (over 150 participants in 2015)

Should an event need to be changed or cancelled, the event sponsor will be notified as soon as possible and given the opportunity to select another available event to sponsor, if possible. If there are no available events during that calendar year, the event sponsor will have the option of sponsoring the same event in the next calendar year or receiving a refund of its sponsorship payment.

Each individual event sponsorship includes:

- Your company logo on all promotion materials for that event, including website, flyers, electronic newsletters
- A 3 x 6 banner with your company’s logo to be displayed at the event
- Verbal acknowledgement of your support at the event itself
- An opportunity to welcome guests at each event and tout your company

Event Sponsorships:

- Movie in the Park (4 movies, 1 sponsor for each)
- The StART of Summer Color Run 5K (limited to 4 sponsors)
- Celebrate the Spirits Trick-or-Treat Run (~10 tent sponsors)
- Golf Tournament (18 hole sponsors)

Multiple Event Sponsorship: limited to 3 sponsors

Includes:

- 1 Movie in the Park
- The StART of Summer Color Run 5K
- 1 Tent at the Celebrate the Spirits Trick-or-Treat Run
- 1 Hole at the Golf Tournament
- 1 Foursome in the Swing for Sports Golf Tournament

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TAX AND DISCLOSURE COMPLIANCE PROCEDURE POLICIES – TAX-EXEMPT GOVERNMENT BONDS

A.—Purpose

Issuers of tax-exempt “governmental bonds” must comply with federal tax rules pertaining to expenditure of proceeds for qualified costs, rate of expenditure, use of bond-financed property, investment of proceeds in compliance with arbitrage rules, and retention of records. The following policies are intended to establish compliance by the District and its aggregated issues (collectively, the “Issuer”) with these rules in connection with the issuance of tax-exempt governmental bonds. These Tax Compliance Policies may also be used by the Issuer to ensure compliance with federal tax rules for its currently outstanding tax-exempt governmental bonds.

The District Administrator (the “Oversight Officer”) will be responsible for overall administration and coordination of this policy.

B.—Delegation of Responsibility

Basin Recreation reserves the right to revise the event list each year to reflect new and changed events.
To the extent that any of the responsibilities set forth in these Tax Compliance Procedures are delegated to any other party, the Issuer will keep a record of such delegations with respect to each bond issue.

C. Schedule of Reviews

The Issuer will establish routines for monitoring on-going compliance that are consistent with discovering any noncompliance in a timely manner so that it may be corrected. While specific review processes are described in detail below, timing for such reviews will be as follows:

1. Non-Exempt Use: All contracts, leases or other arrangements providing special legal entitlement to use of bond-financed facilities will be reviewed prior to execution to ensure that they will not cause private use limits to be exceeded with respect to any issue of bonds.

2. Arbitrage Compliance: With respect to each bond issue, the Issuer will ensure that it understands at the time of bond closing which funds and accounts containing bond proceeds may become subject to yield restriction investment rules and will keep a record of the dates upon which such rules will begin to apply.

3. Rebate Compliance: While rebate calculations may be performed more often, the Issuer will ensure upon the fifth (5th) anniversary date of the issuance date of the bonds, every five (5) years thereafter, and upon final retirement of the bonds, that either no rebate is owed or provision has been made for the payment of any rebate owed within sixty (60) days.

4. Change in Use/Ownership: Prior to executing any contract, lease or other document which would materially change the use of the bond-financed project or selling of any bond-financed property, the Issuer will (i) confirm that such change will not require a remedial action to be taken with respect to any bond issue, (ii) take a remedial action, if necessary, or (iii) discuss with bond counsel whether a voluntary closing agreement with the Internal Revenue Service is appropriate.

D. Tax Requirements Associated with Sale and Issuance of Bonds

Review and retention of tax documents related to the sale and issuance of bonds will be supervised by the Oversight Officer.

1. Issue price: The “issue price,” as defined in the Internal Revenue Code of 1986, as amended (the “Code”), of the bonds will be documented at the time of issuance. Certifications of an underwriter, placement agent or purchaser and a final numbers package (if applicable) will establish “issue price” and will be reviewed and included in the bond transcript or other records maintained for the bond issue.

2. Weighted Average Maturity: The weighted average maturity (taking into account the various issue prices of the maturities of the bonds) will be documented at the time of issuance.

3. Information Reporting: Form 8038-G will be reviewed and filed not later than the fifteenth (15th) day of the second (2nd) calendar month following the quarter in which the bonds were issued. Filing of the Form 8038-G will be confirmed with bond counsel.

E. Expenditure of Proceeds for Qualified Costs

Expenditure of bond proceeds will be reviewed by the Oversight Officer.

1. Requisitions: The Oversight Officer will establish a form and procedures for preparation and review of requisitions of bond proceeds, and maintain records of the date, amount and purpose of the disbursement. Requisitions must identify the financed property in conformity with the Tax Certificate and Agreement executed by the Issuer at closing, including any certifications as to the location and character of the bond-financed property.

2. Investment Earnings: Investment earnings on sale proceeds of the bonds will be tracked and will be requisitioned only for appropriate expenditures.

3. Capital Expenditures: The Issuer will verify that all costs for which it requisitions bond proceeds are capital expenditures, except as otherwise permitted by the Tax Certificate executed by the Issuer at closing.

4. Debt Service Reserve Funds: Bond-funded reserve funds cannot exceed the least of (i) ten percent (10%) of the par amount of the bonds (or the issue price of the bonds, if there is more than a de minimis amount of original issue discount or premium), (ii) maximum annual debt service, and (iii) one hundred twenty-five percent (125%) of average annual debt service. The initial funding of any reserve fund will be measured against this limit.

5. Reimbursement: Requisitions for costs that were paid prior to the issuance of the bonds are, in general, limited to costs paid subsequent to, or not more than sixty (60) days prior to, the date a “declaration of intent” to reimburse the costs was adopted by the Issuer. If proceeds are used for reimbursement, a copy of the declaration will be obtained and included in the records for the bonds, if not already part of the bond transcript.
6. **Final Allocation.** Requisitions will be summarized in a “final allocation” of proceeds to uses not later than eighteen (18) months after the in-service date of the financed property (and in any event not later than five (5) years and sixty (60) days after the issuance of the bonds).

7. **Timing of Expenditures.** Expenditures of proceeds will be measured against the Issuer’s expectations, as set forth in the Tax Certificate and Agreement executed in connection with the particular bond issue, to spend or commit five percent (5%) of net sale proceeds within six (6) months, to spend eighty-five percent (85%) of net sale proceeds within three (3) years, and to proceed with due diligence to complete the project and fully spend the net sale proceeds. Expected expenditure schedules, project timelines, and plans and specifications will be maintained to support expectations. Reasons for failure to meet the expected schedule will be documented and retained in the records for the bonds.

8. **Rebate Spending Exceptions.** Expenditure of proceeds will be monitored for compliance with spending exceptions to the rebate requirement, as follows:
   a. If the six (6)-month spending exception applies, expenditure of gross proceeds will be monitored against the following schedule.
      - One hundred percent (100%) within six (6) months
   b. If the eighteen (18)-month spending exception applies, expenditure of gross proceeds will be monitored against the following schedule.
      - Fifteen percent (15%) within six (6) months
      - Sixty percent (60%) within twelve (12) months
      - One hundred percent (100%) within eighteen (18) months
   c. If the two (2)-year spending exception applies, expenditure of “available construction proceeds” will be measured against the following schedule.
      - Ten percent (10%) within six (6) months
      - Forty-five percent (45%) within twelve (12) months
      - Seventy-five percent (75%) within eighteen (18) months
      - One hundred percent (100%) within twenty-four (24) months

**F. Use of Bond-Financed Property**

Use of bond-financed property when completed and placed in service will be reviewed by the Oversight Officer. Use of bond-financed property must be measured separate for each bond issue.

1. **Limit on Private Use.** Average annual non-exempt use of bond-financed property over the life of the issue cannot exceed ten percent (10%) of the proceeds (or five percent (5%) if the use is unrelated to the governmental use or disproportionate to the governmental use). Non-exempt use will be determined annually as a percentage of total use of proceeds of the issue.

2. **Review of Agreements.** Agreements with private business users for lease, management, sponsored research, or any other potential non-exempt use of bond-financed property will be reviewed prior to execution for compliance with the private use limits. This review will include a determination of whether any arrangement meets the same harbors of Internal Revenue Service Rev. Proc. 97-13, as modified by Rev. Proc. 2001-39, or, with respect to research arrangements, Rev. Proc. 2007-47. It will also include a determination of whether any arrangement meets the exception for incidental use under Treas. Reg. §1.141-3(d)(5), the exception for general public use under Treas. Reg. §1.141-3(c), or the exception for certain short-term arrangements under Treas. Reg. §1.141-3(d)(3).

3. **Tracking Private Use.** Agreements with private business users or non-profit organizations for lease or management or services contracts or other private business use involving bond-financed property will be tracked and aggregated with other private business uses for compliance with the ten percent (10%) (or five percent (5%)) limit, as set forth in the Tax Certificate and Agreement for the applicable bonds.

4. **Change in Use.** No item of bond-financed property will be sold or transferred to a non-exempt party without advance arrangement of a “remedial action” under the applicable Treasury Regulations (see Treasury Regulations §1.141-12).

**G. Investments and IRS Filings**

Investment of bond proceeds in compliance with the arbitrage bond rules and rebate of arbitrage will be supervised by the Oversight Officer.

1. **Guaranteed Investment Contracts.** Guaranteed investment contracts (“GIC”) will be purchased only using the three-bid “safe harbor” (see Treasury Regulations §1.148-5(d)(6)(iii)), in compliance with fee limitations on GIC brokers (see Treasury
Effective January 10, 2018

Regulations §1.148-5e(2)(iii)); provided, however that to the extent that the safe harbor provisions cannot be met, the Issuer will consult with bond counsel.

2. Fair Market Value of Investments. Other investments will be purchased only in market transactions.

H. Refunding Issues

When tax-exempt governmental bonds are used to refund other bonds (“Refunded Bonds”), the new bonds (“Refunding Bonds”) will be treated as having financed the property originally financed with the Refunded Bonds (or any bonds refunded by the Refunded Bonds), such that financed property must be tracked until the last bonds (whether Refunded Bonds or Refunding Bonds) attributable to that property are retired. The Oversight Officer will continue reviewing the use of any bond-financed property until the last bonds attributable to that property are retired, except to the extent that tracking is no longer required due to the economic life of the property coming to an end.

Refunding Bonds the proceeds of which are used to retire Refunded Bonds more than ninety (90) days after the issue date of the Refunding Bonds are “Advance Refunding Bonds.” Advance Refunding Bonds have additional federal tax requirements in order to be tax-exempt governmental bonds. In order to comply with these additional requirements, the Oversight Officer will:

1. Limit on Advance Refundings. Confirm directly, or in conjunction with a financial advisor and/or bond counsel, that the issuer does not issue Advance Refunding Bonds that would violate the limit on the number of advance refundings for any of its tax-exempt government bonds;

2. Proper Call Date. Confirm directly, or in conjunction with a financial advisor and/or bond counsel, that the Refunded Bonds are being redeemed on their earliest call date or other allowable date;

3. Mixed Escrows. Confirm directly, or in conjunction with a financial advisor and/or bond counsel, that all non-bond proceeds amounts going into any Refunded Bond escrow comply with the rules related to mixed escrows (meaning escrows which are funded with bond proceeds and non-proceeds) (see Treasury Regulations §1.148-9(c)(2));

4. Non-SLGs Investments. To the extent that investments other than United States Treasury Securities—State and Local Government Series (“SLGs”) will be placed in an escrow, confirm directly, or in conjunction with a financial advisor and/or bond counsel, that SLGs were not a more efficient investment on the date of the bidding of any other type of investment; or, to the extent that SLGs sales have been suspended on such date, confirm that the safe harbors for determining the fair market value of yield restricted defeasance escrows have been met (see Treasury Regulations §1.148-5(d)(6)(iii)). To the extent that SLGs are unavailable and the Issuer cannot obtain at least three (3) bids to provide other investments, the Issuer will consult with bond counsel and a financial advisor on how to proceed;

5. Monitoring Zero Percent (0%) SLGs. To the extent that an escrow funded with Advance Refunding Bond proceeds requires future purchases of zero percent (0%) SLGs in order to comply with the applicable yield restrictions, the Issuer will purchase the zero percent (0%) SLGs directly, or, by written agreement, cause an escrow agent to purchase such SLGs. If the SLGs are to be purchased by an escrow agent, the Issuer will confirm that such SLGs have actually been purchased, or, to the extent SLGs sales are suspended, comply with alternate procedures (which currently are provided in Rev. Proc. 95-47); and

6. Private Use Measurement Period. Determine whether it will measure private business use using a combined measurement period (meaning starting with the issue date of the Refunded Bonds and ending with the final retirement of the Refunding Bonds) or separate measurement periods for the Refunded Bonds and the Refunding Bonds; provided that the Issuer may not use separate measurement periods if the Refunded Bonds were not in compliance with the private business use limits measured from their date of issuance to the date of issuance of the Refunding Bonds.

I. Correction of Violations

The Issuer expects that its compliance with the procedures outlined above will prevent any violations of federal tax rules pertaining to the Issuer’s outstanding tax-exempt governmental bonds (including any Refunded Bonds). However, if the Issuer discovers a potential violation through its ongoing monitoring or otherwise, it will determine in conjunction with its bond counsel, whether a violation actually exists. If it is found that a violation actually exists, the Issuer will determine whether (i) any remedial actions are available, or (ii) a voluntary closing agreement with the Internal Revenue Service is appropriate. Common examples of violations are as follows:

a. Failure to purchase zero percent (0%) SLGs at the appropriate time.

b. Non-exempt use of bond-financed property resulting in overall non-exempt use in excess of the ten percent (10%) (or five percent (5%)) de minimis limit.

c. Failure to pay rebate in a timely manner.

d. Improper reimbursement of expenditures (too old or not capital).
J. Records

Management and retention of records related to tax-exempt bond issues will be supervised by the Oversight Officer.

1. Records will be retained for the life of the bonds plus any Refunding Bonds plus three (3) years. This means that the Issuer will maintain records regarding Refunded Bonds until three (3) years after the final Refunding Bonds (including through a series of refundings) is retired. Records may be in the form of documents or electronic copies of documents, appropriately indexed to specific bond issues and compliance functions.

2. Retainable records generally include transcript documents executed in connection with the issuance of the bonds (including the authorizing documents, offering materials, Form 8038-G, and the Tax Certificate, and any elections made with respect to the bonds, if applicable) and any amendments, and copies of rebate calculations and records of payments, including Forms 8038-T.

3. Retainable records pertaining to expenditures of bond proceeds include requisitions, account statements and the final allocation of proceeds.

4. Retainable records pertaining to the use of property include all agreements reviewed for non-exempt.

5. Retainable records pertaining to investments include GIC documents under the Treasury Regulations, records of purchase and sale of other investments, and records of investment activity sufficient to permit calculation of arbitrage rebate or demonstration that no rebate is due.

K. Training

The Issuer will use its best efforts to ensure that any officers and employees responsible for carrying out these procedures are properly trained for that responsibility. Such training will include:

1. Ensuring access to the necessary records.

2. Ensuring that such persons have reviewed a copy of these procedures and the tax certificates and Forms 8038-G related to the relevant bond issues.

3. Permitting attendance on free educational conference calls or webinars sponsored by the Internal Revenue Service, bond-related professional associations or law firms.

4. Permitting access to free educational websites, such as: http://www.irs.gov/taxexemptbond/index.html.

Cost permitting, such training may also include attendance at educational conferences and maintaining tax-exempt bond-related reference materials.

Section 1.1. Definitions

Capitalized words and terms used in this Compliance Procedure have the following meanings:

“Annual Compliance Checklist” means a questionnaire and/or checklist described in Section 6.1 hereof that is completed each year for the Tax-Exempt Bonds.

“Annual Continuing Disclosure Compliance Checklist” means the checklist used for disclosure reporting.

“Annual Report” means the information, consisting of annual financial information and operating data, required by the Continuing Disclosure Undertaking to be filed annually on EMMA.

“Bond Compliance Officer” means the Issuer’s District Administrator or, if the position of District Administrator is vacant, the person filling the responsibilities of the District Administrator for the Issuer.

“Bonds” means Disclosure Bonds and Tax-Exempt Bonds.

“Bond Counsel” means a law firm selected by the Issuer to provide a legal opinion regarding the tax status of interest on the Tax-Exempt Bonds as of the issue date or the law firm selected to advise the Issuer on matters referenced in this Compliance Procedure.

“Bond Restricted Funds” means the funds, accounts, and investments that are subject to arbitrage rebate and/or yield restriction rules that have been identified in the Tax Compliance Agreement for the Tax-Exempt Bonds.

“Bond Transcript” means the “transcript of proceedings” or other similarly titled set of transaction documents assembled by Bond Counsel following the issuance of the Tax-Exempt Bonds.

“Compliance Procedure” means this Tax and Disclosure Compliance Procedure.

“Continuing Disclosure Compliance File” means documents and records which may consist of paper and electronic medium, maintained for the Disclosure Bonds, consisting of the following:

(a) List of Disclosure Bonds;
(b) Description of the deadline applicable to each Annual Report;
(c) Description of the financial information and operating data required to be included in each Annual Report;
(d) List of events requiring an Event Notice under the Continuing Disclosure Undertaking for each series of Disclosure Bonds; and
(e) Information about the Issuer’s compliance during the prior five years with the Continuing Disclosure Undertaking then in effect.

“Continuing Disclosure Undertaking” means the Continuing Disclosure Agreement(s), Continuing Disclosure Undertaking(s), Continuing Disclosure Instructions or other written certification(s) or agreement(s) entered into by the Issuer in connection with the issuance of the Disclosure Bonds for the purpose of assisting the underwriters of such Disclosure Bonds in complying with the Rule.

“Cost” or “Costs” means all costs and expenses paid for the acquisition, design, construction, equipping or improvement of a Project Facility or costs of issuing Tax-Exempt Bonds for a Project Facility, as more fully set forth in UCA §11-14-103 or successor law.

“Disclosure Bonds” means any outstanding bond, note, installment sale agreement, lease or certificate in connection with the issuance of which the Issuer entered into or enters into a Continuing Disclosure Undertaking.

“EMMA” means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org, or any successor system designated as the means through which municipal securities disclosures are submitted to the MSRB.

“Event Notice” means notice of the occurrence of an event for which notice is required by the Continuing Disclosure Undertaking to be filed on EMMA.

“Final Written Allocation” means the Final Written Allocation of Tax-Exempt Bond proceeds prepared pursuant to Section 5.4 of this Compliance Procedure.

“Financed Assets” means that part of a Project Facility treated as financed with Tax-Exempt Bond proceeds as reflected in a Final Written Allocation or, if no Final Written Allocation was prepared, the accounting records of the Issuer and the Tax Compliance Agreement for the Tax-Exempt Bonds.

“Governing Body” means the County Council of Summit County, Utah, acting as the governing board of the Issuer.

“IRS” means the Internal Revenue Service.

“Issuer” means Snyderville Basin Special Recreation District, Utah.

“Issue’s Counsel” means the County Attorney of Summit County, Utah.

“MSRB” means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

“Notice” means the fourteen (14) day notice of Public Hearing as set forth in UCA §11-14-318.

“Parameter Resolution” means the resolution of the Governing Body on behalf of the Issuer, which provides for (1) the authorization of the Issuer to finance all or a portion of the Project Facility, (2) the type of debt instrument to be issued, (3) the maximum principal amount that might be issued, (4) the intent of the Issuer to reimburse Costs of the Project Facility paid by the Issuer from proceeds of the Tax-Exempt Bonds, (5) the term of the debt, (6) how the debt will be repaid, (7) any other requirements as more fully set forth in UCA §11-14-302, UCA §11-14a-1, or successor law.
“Placed in Service” means that date (as determined by the Bond Compliance Officer) when the Project Facility is substantially complete and in operation at substantially its design level.

“Primary Disclosure Document” means any official statement or offering document relating to an offering or remarketing of Disclosure Bonds by or on behalf of the Issuer after the date of this Procedure.

“Project Facility” means one or more facilities or capital projects, including land, building, equipment, or other property, as set forth in UCA §11-14-103, financed in whole or in part with proceeds of an issue of Tax-Exempt Bonds and other sources of funds, if any, pursuant to the same plan of finance.

“Public Hearing” means the public hearing required by UCA §11-14-318.

“Rebate Analyst” means the rebate analyst for the Tax-Exempt Bonds selected pursuant to the Tax Compliance Agreement.

“Regulations” means all regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to tax-exempt obligations.


“Tax Compliance Agreement” means the Federal Tax Certificate, Tax Compliance Agreement, Arbitrage Agreement, or other written certification or agreement of the Issuer setting out representations and covenants for satisfying the post-issuance tax compliance requirements for the Tax-Exempt Bonds.

“Tax-Exempt Bonds” means any bond, note, installment sale agreement, lease or certificate intended to be a debt obligation of the Issuer or another political subdivision or government instrumentality, the proceeds of which are to be loaned or otherwise made available to the Issuer, and the interest on which is excludable from gross income for federal income tax purposes.

“Tax-Exempt Bond File” means documents and records which may consist of paper and electronic medium, maintained for the Tax-Exempt Bonds. Each Tax-Exempt Bond File will include the following information if applicable:

(a) Parameters Resolution.
(b) Bond Transcript.
(c) Final Written Allocation and/or all available accounting records related to the Project Facility showing expenditures allocated to the proceeds of the Tax-Exempt Bonds and expenditures (if any) allocated to other sources of funds.
(d) All rebate and yield reduction payment calculations performed by the Rebate Analyst and all investment records provided to the Rebate Analyst for purposes of preparing the calculations.
(e) Forms 8038-T together with proof of filing and payment of rebate.
(f) Investment agreement bid documents (unless included in the Bond Transcript) including:
   (1) bid solicitation, bid responses, certificate of broker;
   (2) written summary of reasons for deviations from the terms of the solicitation that are incorporated into the investment agreement; and
   (3) copies of the investment agreement and any amendments.
(g) Any item required to be maintained by the terms of the Tax Compliance Agreement involving the use of the Project Facility or expenditures related to tax compliance for the Tax-Exempt Bonds.
(h) Any opinion of Bond Counsel regarding the Tax-Exempt Bonds not included in the Bond Transcript.
(i) Any opinion of Issuer’s Counsel regarding the Tax-Exempt Bonds or Parameters Resolution not included in the Bond Transcript.
(j) Amendments, modifications or substitute agreements to any agreement contained in the Bond Transcript.
(k) Any correspondence with the IRS relating to the Tax-Exempt Bonds including all correspondence relating to an audit by the IRS of the Tax-Exempt Bonds or any proceedings under the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP).
(l) Any available questionnaires or correspondence substantiating the use of the Project Facility in accordance with the terms of the Tax Compliance Agreement for the Tax-Exempt Bonds.
(m) For refunding bond issues, the Tax-Exempt Bond File for the refunded Tax-Exempt Bonds.

“Utah Code Annotated” or “UCA” means the Utah code.
PURPOSE AND SCOPE

Section 2.1. Purpose of Compliance Procedure

(a) Issuer’s Use of Tax-Exempt Bonds. The Issuer uses Tax-Exempt Bonds to fund Costs of a Project Facility in accordance with the Local Government Bonding Act, UCA Title 11, Chapter 14. The Issuer understands that in exchange for the right to issue Tax-Exempt Bonds at favorable interest rates and terms, the Code and Regulations impose ongoing requirements related to the proceeds of the Tax-Exempt Bonds and the Project Facility financed by the Tax-Exempt Bonds. These requirements focus on the investment, use and expenditure of proceeds of the Tax-Exempt Bonds and related funds as well as restrictions on the use of the Project Facility.

(b) IRS Recommends Separate Written Procedures. The Issuer recognizes that the IRS has stated that all issuers of Tax-Exempt Bonds should have separate written procedures regarding ongoing compliance with the federal tax requirements for Tax-Exempt Bonds.

(c) Disclosure Responsibilities. The Issuer recognizes the issuance of Disclosure Bonds involves accessing the public capital markets and involves certain obligations arising out of the federal securities laws, including entering into the Continuing Disclosure Undertaking and properly communicating with investors.

(d) Issuer Commitment. The Issuer is committed to full compliance with the federal tax and securities law requirements applicable to its outstanding and future financings. This Compliance Procedure is adopted by the Governing Body to improve and promote tax and securities law compliance and documentation. This Compliance Procedure replaces any prior tax and securities law compliance procedures of the Issuer.

Section 2.2. Scope of Compliance Procedure: Conflicts. This Compliance Procedure applies to all Bonds currently outstanding and all Bonds issued in the future. If the provisions of this Compliance Procedure conflict with a Tax Compliance Agreement, Continuing Disclosure Undertaking or any other specific written instructions of Bond Counsel, the terms of the Tax Compliance Agreement, Continuing Disclosure Undertaking or specific written instructions of Bond Counsel will supersede and govern in lieu of this Compliance Procedure. Any exception to this Compliance Procedure required by Bond Counsel as part of a future issue of Tax-Exempt Bonds will be incorporated in the Tax Compliance Agreement for the future issue. Any requirements imposed on the Issuer in the Tax Compliance Agreement, will be noted by the Bond Compliance Officer and incorporated into the Annual Compliance Checklist.

Section 2.3. Amendments and Publication of Compliance Procedure. This Compliance Procedure may be amended from time-to-time by the Governing Body. Copies of this Compliance Procedure and any amendments will be included in the permanent records of the Issuer.

BOND COMPLIANCE OFFICER; TRAINING

Section 3.1. Bond Compliance Officer Duties. The Bond Compliance Officer is responsible for implementing this Compliance Procedure. The Bond Compliance Officer will work with other employees that use the Project Facility to assist in implementing this Compliance Procedure. The Bond Compliance Officer will consult with Bond Counsel, legal counsel to the Issuer, accountants, tax return preparers and other outside consultants to the extent necessary to carry out the purposes of this Compliance Procedure.

Section 3.2. Training

(a) Training Programs. When appropriate, the Bond Compliance Officer and/or other employees of the Issuer under the direction of the Bond Compliance Officer will attend training programs offered by the IRS or other industry professionals regarding Tax-Exempt Bonds that are relevant to the Issuer. When appropriate, the Bond Compliance Officer and/or other employees of the Issuer under the direction of the Bond Compliance Officer will attend training programs offered by the SEC, the MSRB, Bond Counsel, or other industry professionals regarding securities law and disclosure requirements applicable to the Issuer.

(b) Change in Bond Compliance Officer. Any time an individual acting as the Bond Compliance Officer passes the responsibilities for carrying out the provisions of this Compliance Procedure to another individual, the Issuer will ensure the incoming individual acting as Bond Compliance Officer is trained on how to implement the policies and procedures included in this Compliance Procedure.
Procedure to ensure the Issuer’s continued compliance with the provisions of this Compliance Procedure and all Tax Compliance Agreements for any outstanding Tax-Exempt Bonds.

**TAX-EXEMPT BONDS CURRENTLY OUTSTANDING**

**Section 4.1. Tax-Exempt Bonds Covered by Article IV Procedures.** This Article IV applies to all Tax-Exempt Bonds issued prior to the date of this Compliance Procedure that are currently outstanding.

**Section 4.2. Tax-Exempt Bond File.** As soon as practical, the Bond Compliance Officer will attempt to assemble as much of the Tax-Exempt Bond File as is available for each outstanding Tax-Exempt Bond.

**Section 4.3. Annual Compliance Checklists.** As soon as practical following the adoption of this Compliance Procedure, the Bond Compliance Officer will work with Bond Counsel and/or legal counsel to the Issuer and cause Annual Compliance Checklists to be completed for all outstanding Tax-Exempt Bonds and will follow the procedures specified in Article VI to complete the Annual Compliance Checklists and thereafter include each completed Annual Compliance Checklist in the Tax-Exempt Bond File.

**Section 4.4. Correcting Prior Deficiencies in Compliance.** In the event the Bond Compliance Officer determines any deficiency in compliance with a Tax Compliance Agreement for an outstanding Tax-Exempt Bond, the Bond Compliance Officer will consult with Bond Counsel and, as necessary, follow the procedures described in the Regulations or the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP) to remediate the noncompliance. If remediation of the noncompliance requires the Issuer to submit a request under VCAP, the Bond Compliance Officer will undertake this step only after reporting the violation to the Governing Body and obtaining its approval.

**COMPLIANCE PROCEDURE FOR NEW TAX-EXEMPT BOND ISSUES**

**Section 5.1. Application.** This Article V applies to Tax-Exempt Bonds issued on or after the date of this Compliance Procedure.

**Section 5.2. Prior to Issuance of Tax-Exempt Bonds.**

(a) **Parameters Resolution.** After giving Notice and holding a Public Hearing, the Governing Body may authorize and approve the issuance of Tax-Exempt Bonds as set forth in UCA §11-14-302, UCA §11-14a-1, or successor law.

(b) **Directions to Bond Counsel.** The Bond Compliance Officer will provide a copy of this Compliance Procedure to Bond Counsel with directions for Bond Counsel to structure the documentation and procedural steps taken prior to issuing the Tax-Exempt Bonds so that they conform to the requirements of this Compliance Procedure, except to the extent Bond Counsel determines that different procedures are required. The Bond Compliance Officer will consult with Bond Counsel so that appropriate provisions are made to fund or reimburse the Issuer’s costs and expenses incurred to implement this Compliance Procedure.

(c) **Tax Compliance Agreement.** For each issuance of Tax-Exempt Bonds, a Tax Compliance Agreement will be signed by the Bond Compliance Officer. The Tax Compliance Agreement will (1) describe the Project Facility and the anticipated Financed Assets, (2) identify all Bond Restricted Funds and provide for arbitrage and rebate compliance, (3) for new money financings, require a Final Written Allocation, and (4) contain a form of the Annual Compliance Checklist for the Tax-Exempt Bonds. The Bond Compliance Officer will confer with Bond Counsel and the Issuer’s Counsel regarding the meaning and scope of each representation and covenant contained in the Tax Compliance Agreement.

(d) **Preliminary Cost Allocations.** For each issuance of Tax-Exempt Bonds, the Bond Compliance Officer in consultation with Bond Counsel, will prepare a preliminary cost allocation plan for the Project Facility. The preliminary cost allocation plan will identify the assets and expected costs for the Project Facility, and when necessary, will break-out the portions of Costs that are expected to be financed with proceeds of the Tax-Exempt Bonds (the “Financed Assets”) and the portions, if any, expected to be financed from other sources.

(e) **Tax Review with Bond Counsel.** Prior to the sale of Tax-Exempt Bonds, the Bond Compliance Officer and Bond Counsel will review this Compliance Procedure together with the draft Tax Compliance Agreement to ensure that any tax compliance issues in the new financing are adequately addressed by this Compliance Procedure and/or the Tax Compliance Agreement. If Bond Counsel determines that this Compliance Procedure conflicts with the Tax Compliance Agreement or must be supplemented to account for special issues or requirements for the Tax-Exempt Bonds, the Bond Compliance Officer will ask Bond Counsel to include the written
modifications or additions in the final Tax Compliance Agreement. The Bond Compliance Officer will request Bond Counsel to prepare a form of Annual Compliance Checklist for use in monitoring the ongoing compliance requirements for the Tax-Exempt Bonds.

Section 5.3. Accounting and Recordkeeping

(a) Accounting for New Money Projects. The Bond Compliance Officer will be responsible for accounting for the investment and allocation of proceeds of the Tax-Exempt Bonds. The Bond Compliance Officer will establish separate accounts or subaccounts to record expenditures for Costs of the Project Facility. Where appropriate, the Bond Compliance Officer may use accounts established as part of the Issuer’s financial records for this purpose. In recording Costs for the Project Facility, the Bond Compliance Officer will ensure that the accounting system will include the following information: (1) identity of person or business paid, along with any other available narrative description of the purpose for the payment, (2) date of payment, (3) amount paid, and (4) invoice number or other identifying reference.

(b) Accounting for Refunded Bonds and Related Refunded Bond Accounts. For Tax-Exempt Bonds that are issued to refund prior Tax-Exempt Bonds, the Tax Compliance Agreement will set out special accounting and allocation procedures for the proceeds of the financing, and if necessary, proceeds of the refinanced Tax-Exempt Bonds.

(c) Tax-Exempt Bond File. The Bond Compliance Officer will be responsible for assembling and maintaining the Tax-Exempt Bond File.

Section 5.4. Final Allocation of Tax-Exempt Bond Proceeds

(a) Preparation of Final Written Allocation; Timing. The Bond Compliance Officer is responsible for making a written allocation of proceeds of Tax-Exempt Bonds to expenditures and identifying the Financed Assets. This process will be memorialized in the Final Written Allocation. For a new money financing, the Bond Compliance Officer will commence this process as of the earliest of (1) the requisition of all Tax-Exempt Bond proceeds from any segregated Tax-Exempt Bond funded account, (2) the date the Project Facility has been substantially completed or (3) four and one/half years following the issue date of the Tax-Exempt Bonds. For Tax-Exempt Bonds issued only to refund a prior issue of Tax-Exempt Bonds, the Bond Compliance Officer will work with Bond Counsel to prepare and document the Final Written Allocation for the Project Facility financed by the refunded Tax-Exempt Bonds and include it in the Tax Compliance Agreement.

(b) Contents and Procedure. The Bond Compliance Officer will consult the Tax Compliance Agreement and, if necessary, contact Bond Counsel to seek advice regarding any special allocation of Tax-Exempt Bond proceeds and other money of the Issuer to the Costs of the Project Facility. If no special allocation is required or recommended, the Bond Compliance Officer will allocate Costs of the Project Facility to the proceeds of the Tax-Exempt Bonds in accordance with the Issuer’s accounting records. Each Final Written Allocation will contain the following: (1) a reconciliation of the actual sources and uses to Costs of the Project Facility, (2) the percentage of the cost of the Project Facility financed with proceeds of the Tax-Exempt Bonds (sale proceeds plus any investment earnings on those sale proceeds), (3) the Project Facility’s Placed in Service date, (4) the estimated economic useful life of the Project Facility, and (5) any special procedures to be followed in completing the Annual Compliance Checklist (e.g., limiting the Annual Compliance Checklist to specific areas of the Project Facility that the Final Written Allocation or the Tax Compliance Agreement treats as having been financed by Tax-Exempt Bonds).

(c) Finalize Annual Compliance Checklist. As part of the preparation of the Final Written Allocation, the Bond Compliance Officer will update the draft Annual Compliance Checklist contained in the relevant Tax Compliance Agreement. The Bond Compliance Officer will include reminders for all subsequent arbitrage rebate computations required for the Tax-Exempt Bonds in the Annual Compliance Checklist.

(d) Review of Final Written Allocation and Annual Compliance Checklist. Each Final Written Allocation and Annual Compliance Checklist will be reviewed by Issuer’s Counsel or Bond Counsel for sufficiency and compliance with the Tax Compliance Agreement and this Compliance Procedure. Following the completion of the review, the Bond Compliance Officer will execute the Final Written Allocation.

ONGOING MONITORING PROCEDURES

Section 6.1. Annual Compliance Checklist. An Annual Compliance Checklist will be completed by the Bond Compliance Officer each year following completion of the Final Written Allocation. Each Annual Compliance Checklist will be designed and completed for the purpose of identifying potential noncompliance with the terms of the Tax Compliance Agreement or this Compliance Procedure and obtaining documents (such as investment records, arbitrage calculations, or other documentation for the
Effective January 10, 2018

Section 6.2. Arbitrage and Rebate Compliance. The Bond Compliance Officer will monitor the investment of Bond Restricted Funds and provide investment records to the Rebate Analyst on a timely basis. The Bond Compliance Officer will follow the directions of the Rebate Analyst with respect to the preparation of and the timing of rebate or yield reduction computations.

DISCLOSURE


(a) Compilation and Maintenance of Continuing Disclosure Compliance File. The Bond Compliance Officer shall compile and maintain the Continuing Disclosure Compliance File.

(b) Annual Review of Continuing Disclosure Compliance File. Within 120 days after the end of each fiscal year of the Issuer, the Bond Compliance Officer will complete the Annual Continuing Disclosure Compliance Checklist and update the Continuing Disclosure Compliance File as indicated by the Annual Continuing Disclosure Compliance Checklist.

(c) Remedy Noncompliance. If the Bond Compliance Officer identifies any non-compliance with the Continuing Disclosure Undertaking as a result of the annual review or otherwise, the Bond Compliance Officer shall promptly take steps to remedy the noncompliance, including by making any necessary remedial filings. In the event the Bond Compliance Officer identifies any such noncompliance, the Bond Compliance Officer shall update the Continuing Disclosure Compliance File to reflect the noncompliance in the Issuer’s five-year history of compliance.

Section 7.2. Issuance of New Disclosure Bonds.

(a) Review Primary Offering Documents.

(1) The Bond Compliance Officer will review a draft of the Primary Offering Document for each new issue of Bonds. The Issuer is primarily responsible for the accuracy and completeness of the information in the Primary Offering Document relating to the Issuer. The Bond Compliance Officer will coordinate the Issuer’s efforts to ensure that the information in each Primary Disclosure Document relating to the Issuer does not contain any untrue statements of a material fact or omit to state any material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. In the review and preparation of Primary Offering Documents, the Bond Compliance Officer shall consult with Issuer’s Counsel, Bond Counsel, and other appropriate officials, employees and agents of the Issuer. The Bond Compliance Officer may designate Issuer’s Counsel, Bond Counsel or other officials, employees or agents of the Issuer, as appropriate, to assist in the preparation of each Primary Disclosure Document or portions thereof and should discuss with Issuer’s Counsel or Bond Counsel questions relating to the material accuracy and completeness of any information included in any Primary Disclosure Document.

(2) The Bond Compliance Officer will review any statement in a Primary Offering Document related to the Issuer’s past compliance with the Continuing Disclosure Undertaking to determine whether such Primary Offering Document accurately describes such past compliance.

(b) Review Continuing Disclosure Undertakings. The Bond Compliance Officer will review each Continuing Disclosure Undertaking related to a new issuance of Disclosure Bonds. If necessary, the Bond Compliance Officer will confer with Bond Counsel or Issuer’s Counsel regarding the meaning and scope of each obligation contained in the Continuing Disclosure Undertaking.

(c) Update Continuing Disclosure Compliance File. As soon as practicable after the issuance of any new Disclosure Bonds, the Bond Compliance Officer will be responsible for updating the Continuing Disclosure Compliance File to reflect the issuance of such new Disclosure Bonds.

Section 7.3. Annual Report and Event Notice Filing Procedures.

(a) Annual Report Preparation and Submission. The Bond Compliance Officer will prepare or cause the preparation of the Annual Report and cause the Annual Report to be filed with the MSRB on EMMA each year before the deadline required by the
Continuing Disclosure Undertaking. If the Issuer has engaged a third-party to submit the Annual Report on the Issuer’s behalf, the Bond Compliance Officer will request and review confirmation that such filing has been timely made as required.

(b) Event Notice Submissions. As necessary, the Bond Compliance Officer shall coordinate with those other employees and agents of the Issuer most likely to become aware of the occurrence of a Material Event to ensure such employee or agent promptly notifies the Bond Compliance Officer upon the occurrence of a Material Event. After obtaining actual knowledge of the occurrence of any event that the Bond Compliance Officer believes may constitute an event requiring an Event Notice, the Bond Compliance Officer will consult with Issuer’s Counsel or Bond Counsel to assist with the determination of whether an Event Notice is required under the Continuing Disclosure Undertaking. If it is determined that an Event Notice is required, the Bond Compliance Officer will cause an Event Notice to be filed on EMMA.
CHAPTER 2
PARKS POLICIES

OPERATIONAL PROGRAMMING

The Recreation Department, with input from the Parks Department, will announce any field cancellations by 4 pm.

The Recreation Department will either cancel all games and announce such cancellation on the weather hotline or leave the cancellation responsibility to the coaches and field officials.

The Recreation Department should notify the Parks Department of any cancellations during questionable weather by noon of the following day.

Cancellations of club sport games should be made by 2:30 pm on weekdays (by the Parks Department) or game continuation will be determined by coaches and on-site field officials.

Cancellations on weekends will be made two (2) hours (when possible) in advance of the first game and the information recorded on the weather hotline immediately thereafter.

Cancellation of club sport games on weekends will be made by the coaches and on-site game officials unless previous logistical agreements have been made by the Recreation Staff and team managers.

All game cancellations due to weather conditions will be made according to the Field Cancellation Matrix found as Exhibit 2 to the Interagency Field Use Policies (2012).

All weather hotline updates will be the responsibility of the Recreation Department.

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BOUNCE HOUSE/INFLATABLES: amended January 23, 2019

The District desires to provide safe parks and recreational opportunities for all Snyderville Basin residents and visitors. To that end, park patrons and user groups must comply with reasonable standards that promote safety and reasonable enjoyment of the District’s parks and public facilities. The following terms and conditions apply to all individuals and groups that utilize a bounce house or similar apparatus at any District facility.

Facility Permit: User must first obtain a facility permit for the use of any public park.

Bounce House Limit: User must inform the District that a bounce house will be used as a part of the event. No more than three (3) bounce house/inflatable structures will be permitted for any one (1) event without the express written consent of the District Director.

Business License: User must select a bounce house company that has a current business license.

Compliance with Policies: Use of the District’s parks and public facilities constitute the users’ and participants’ agreement to abide by all rules, policies, and conditions of the District, subject to all disclaimers stated on the facility permit.

Insurance: Prior to the event, the bounce house company must provide a certificate of insurance to the District evidencing current and valid commercial general liability of not less than two million dollars ($2,000,000) Combined Single Limit per occurrence and fourteen million dollars ($14,000,000) aggregate for bodily injury and property damage from a company authorized to transact the business of insurance in the State of Utah. The insurance company must have an AM Best rating of not less than A 7. The bounce house company must provide an appropriate additional insured endorsement to the insurance policy or policies which contain this exact language: “The Snyderville Basin Special Recreation District, and its officers, employees, agents and volunteers are additional insured’s under policy number ___. ” Such endorsement shall provide that such insurance coverage is primary and not contributory to any insurance policy maintained by the District.
**Set-up and Removal:** Bounce houses must be set up no sooner than sunrise and taken down no later than sunset on the same day and not allowed to remain in District parks or public facilities overnight. The user or bounce house company shall not leave the bounce house unattended on District property. Bounce houses must be set up and removed only by trained and qualified representatives of the bounce house company in compliance with manufacturer’s specifications.

**Free-Standing:** Bounce houses must be free standing and weighted. Stakes are prohibited in District parks and public facilities. Bounce houses must not be tied or tethered to trees, tables or other parks amenities or structures.

**Supervision:** Bounce house users must provide adequate and appropriate adult supervision so that the use is in compliance with the manufacturer’s recommendations and reflects a safe level of operation.

**Operating Procedures:** Bounce house users must comply with the manufacturer’s operating procedures. A copy of the manufacturer’s operating procedures must be provided to the District to obtain the facility permit.

**Generators:** Bounce house users will be responsible for providing a generator for inflation of the bounce house. **THE DISTRICT DOES NOT PROVIDE ELECTRICITY.** The generator will be one noted as “quiet” and not generate noise in excess of District standards or in violation of the County’s noise ordinance. The generator shall be placed at a safe distance from the bounce house and all electrical cords properly insulated, grounded and covered to prevent tripping hazards. Electrical cords running across park facilities or from a nearby private residence is prohibited.

**Location:** All bounce houses and generators will be placed not more than fifty (50) feet from the location of the area authorized for the event as stated in the facility permit. It is suggested that the user consult with District staff to select the generator location several days before the event so that the distance between the bounce house and the authorized location can be measured.

**Vehicles:** Vehicles are permitted in parking lots in designated parking spaces only. When loading or unloading a bounce house, vehicles are expressly prohibited on turf, in landscaped areas, and on trails or walkways.

**Prohibited Features:** Privately owned bounce houses or similar inflatables are prohibited on District property. Unless a District sponsored event, those that use water or have water features as part of the bounce house/inflatable, are also prohibited.

**Liability:** Users, providers and participants of the bounce house are jointly and severally responsible for the damage caused by their use of the bounce house in the District’s parks and/or public facilities. Damage to District property or turf may result in forfeiture of the damage deposit and possible additional liability to repair excessive damage.

**Indemnification:** User and the bounce house company agree to jointly and severally indemnify, protect, defend, save and hold harmless the District, its officers, employees, agents and volunteers from and against any and all liability, claims, suits and causes of action for death or injury to persons, or damage to property, resulting from the intentional or negligent acts, errors or omissions of user and/or the bounce house company arising out of the setup, use or operation of the bounce house, to the extent caused, in whole or part, by the willful misconduct, negligent acts or omissions of user and/or the bounce house company which occurs related to the setup, use or operation of the bounce house. **THE DISTRICT IS NOT RESPONSIBLE OR LIABLE FOR ANY DAMAGE TO THE BOUNCE HOUSE OR INJURY TO USERS OF THE BOUNCE HOUSE OR OTHER SIMILAR INFLATABLES. USER AND BOUNCE HOUSE COMPANY ACKNOWLEDGE THAT MOUNTAIN WEATHER CAN CHANGE QUICKLY AND WILL HAVE AN EMERGENCY PLAN IN PLACE TO RESPOND TO SEVERE WEATHER EVENTS.**

This policy may be amended from time to time without notice as determined appropriate by the District Director and the Summit County Council.

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TENNIS AND PICKLEBALL INSTRUCTION: amended January 23, 2019

Approved tennis and pickleball instructors may use District tennis courts at Trailside and Willow Creek Parks for private paid instruction, subject to the requirements of this policy. This policy applies to independent contractors.

Approved Instructors: The District requires that all tennis/pickleball instructors providing lessons be pre-approved by the District. Please contact the District office prior to any instruction on District courts.

Court Use: Courts are available on a first-come, first-served basis for use by the general public and by approved instructors, subject to a one (1) hour time limit if anyone is waiting to use the court. Private paid instruction is permitted on only one (1) court per site at a time and approved instructors may not teach back-to-back lessons if anyone is waiting to use the court. A subsequent lesson, even if to a different client, is prohibited if another party is waiting. No private paid instruction will be allowed on the courts when District camps or clinics are scheduled.

Fees: Instructors must pay the District a “court-use fee” when instructing clients. The court-use fee is due at the first of the month. The fee will be evaluated and adjusted annually as appropriate.

Maximum Lesson Size: All lessons must be capped at a 1-3 ratio (one instructor to a maximum of three clients). Should an instructor have more than three (3) clients on the court, written approval from the District must be acquired prior to the lesson.

Insurance: Instructors must provide the District with current insurance and name the District as an additional insured. The certificate of insurance is required before instruction is allowed and is to be kept on file at the Trailside Administrative Office. The District reserves the right to request updated proof of insurance at any time.

Certifications: The District does not require instructors to be certified, it is up to the hiring individual to seek certified instructors if desired.

If at any time an instructor is found not following the rules, the instructor will no longer be allowed to instruct on District courts.

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HOT AIR BALLOONS

All Hot Air Balloon applications MUST be completed and submitted to the District by March 1st every year for staff review. Applications received after March 1st may be rejected. A damage deposit and non-refundable application processing fee may be required at the time an application is submitted. The District reserves the right to adjust fees.

Each year, the District specifies certain dates that will not be available for balloons to launch at Trailside Park Upper Parking Lot. An applicant must contact the District Administrative Office for a list of prohibited dates for that year.

Allowable Limits: Only two (2) hot air balloons may launch from the Trailside Park location at a time.

Insurance: The District requires all applicants carry a policy of General Commercial Liability Insurance. The District requires that each applicant obtain insurance in the amount of no less than two million dollars ($2,000,000) per each occurrence and no less than four million dollars ($4,000,000) general aggregate on each policy. The District must be named as an additional insured on the Certificate of Liability insurance Endorsement. Such endorsement shall provide that such insurance coverage is primary and not contributory to any insurance policy maintained by the District. If alcohol will be served (see conditions below), a liquor liability endorsement is also required. A copy of the policy must be provided to the District by April 15th.

Right to Deny: The District reserves the right to reject an application based on past performance of facility use including, but not limited to: failure to follow the District’s policies. Failure to follow any of the District’s policies may also result in (1) the revocation of the right to use and (2) financial responsibility for park, trail and/or amenity damage, including but not limited to: signs, restrooms, trailheads, benches, and park facilities.

Allowable Limits: Only two (2) hot air balloons may launch from the Trailside Park location at a time. A launch deadline of no later than 7:00am will be in place from May through September and a launch deadline of no later than 9:00am will be in place from October through April.
Parking Lot Use: Trailside Park Upper Parking Lot is the only permitted launch location. The first ten (10) parking stalls on the left as you enter the parking lot are to must be left open for patrons of the park. Balloon launch site should be back in the parking lot closer to the cul-de-sac area. A launch deadline of no later than 7:00am will be in place from May through September and a launch deadline of no later than 9:00am will be in place from October through April.

Alcohol: No person shall possess or use any alcoholic beverages on District property except as allowed by a permit issued by the County Manager and with prior written approval of the District Director. The District must receive a copy of the County Manager’s approval before any launches with alcohol take place.

Drugs: No person shall possess or use any illegal drugs on District property.

Vehicles: There is to be no parking or driving on trails, in parks, in open space or on any area maintained by the District (Trailside Elementary, Ecker Hill Middle School or Jeremy Ranch Elementary) at any time.

Supervision: During the period of time that the balloon is inflated or deflating, the applicant or his agent or employee shall be present at the site to ensure that the appropriate safety measures for the protection of the public are taken.

Emergency Landings: Any emergency landing on District property must be reported to the District Administrative Office within twenty-four (24) hours. If there are more than three (3) emergency landings by one (1) company, it will lose its access privileges for the season.

Conduct: No person shall engage in fighting, riotous, threatening or indecent conduct or use any abusive, threatening, profane, or indecent language while on park property. Verbal or physical abuse of District staff will not be tolerated. Anyone violating this regulation will be asked to leave the grounds immediately.

Damage and Clean up: The applicant shall be liable for any damage (other than ordinary wear and tear) resulting to the parking lot(s), field(s), including pavilions, restrooms and improvements adjacent to the fields, by either the applicant or its clients. The applicant shall leave the parking lot(s) in a clean and orderly condition. All trash shall be disposed of properly.

Indemnity: Applicant agrees to indemnify, defend and hold the District, its officers and employees harmless from any and all claims, losses, costs (including attorneys’ fees) and other liability because of injury to persons or property arising as a result of or in connection with applicant actions, except to the extent such claims, losses, costs and other liability result solely from the negligent acts or omissions of the District.

Sponsorship: The applicant shall not represent or imply that the District in any way sponsors, supports or endorses its business without the express written consent of the District Director.

Contacts: Should conflicts or questions arise during a launch please contact the District’s appointed Recreation Staff.

DOG POLICY IN PARKS

Users will respect the facilities and other users by keeping all pets off the game field and five (5) yards beyond any game sideline or end line. Dogs must be leashed (six foot (6’) leash maximum) and under the control of the owner. Owners must be “in possession” of the dogs (physically holding on to the leash) and dogs may not be tethered to trees or park equipment. Pet owners are responsible for all actions of their dogs (cleaning up after their animal, biting, rough play, etc.) and also must abide by the rules of Summit County, with the specific exception that a physical leash is required on fields due to the nature of the activities on the fields. Owners must be present with their pets at all times in off leash areas which are provided at a number of parks (dogs cannot be left unattended in the dog parks). No pets are permitted on synthetic turf fields.

The District is not responsible for the actions of any dog or owner and reserves the right to ask an owner to remove his/her pet, and self, if any of the above rules are violated.
CHAPTER 3
FIELDHOUSE POLICIES

FIELDHOUSE USE POLICY: amended January 23, 2019

Definitions:

1. **Resident Pass:** Daily, Monthly, Annual or Punch Pass with associated fees adopted by the District Board and offered to those living or working in Summit County.
2. **Non-Resident Pass:** Daily or Punch Pass with associated fees offered to visitors of Summit County.
3. **Senior Citizen Pass:** Discounted pass with associated fees for those sixty (60) years and over.
4. **Stakeholder:** Any team or organization within the Park City School District (“PCSD”) boundaries that utilizes District facilities and meets the criteria below. If a team or organization fails to meet any of these criteria, it will no longer be considered a stakeholder and will no longer be entitled to stakeholder consideration for use:
   a. At least seventy-five percent (75%) of the team or organization’s participants reside in the PCSD, or attend PCSD schools.
   b. Stakeholders work toward equitable facility use for all organizations or teams through full attendance at periodic stakeholder organizational meetings, and through resolving problems on site.
5. **For-Profit:** A business or other organization whose primary goal is making money, or a profit. For profit applies to money changing hands in connection with the event in the facility, whether this is in the form of a sale, an entry fee, or a fee previously paid to user (e.g., a class fee), not to whether the user actually makes a profit.

Fees: The Board shall adopt administrative fees from time-to-time to offset the costs associated with these policies and programs.

The District may alter, change, and/or add any rules it deems necessary to provide the public and all citizens of the Snyderville Basin area high quality and safe facilities. Failure to follow District policies could result in: (1) revocation of passes or privileges, (2) financial responsibility for damages, and/or (3) the loss of use of any District facility.

General Policies

The District believes that it is in the best interest of all users to define scheduling priorities for use of the Fieldhouse.

1. Programs and special events sponsored by the District will take first priority.
   a. In accordance with the CC&R’s of the Newpark Development Agreement, the District will utilize the Fieldhouse facility for ten (10) days per calendar year for non-athletic events such as concerts and conventions.

2. Stakeholder games/practices will take second priority.
   a. Reservations by stakeholder groups may be submitted up to six (6) months in advance. Schedules will be confirmed within two (2) weeks of the time the reservation is submitted.
   b. All PCSD UHSAA sanctioned sports will be given priority from 3-5pm on Mondays – Thursdays during the school year.
   c. Reservations for stakeholder activities may be submitted on an ongoing basis and will be scheduled according to space availability and user history.

3. Non-resident groups will take third priority.
   a. Reservations for non-resident groups may be submitted up to three (3) months in advance. Schedules will be confirmed within two (2) weeks of the time the reservation is submitted.

4. A Fieldhouse Use Application and Agreement must be submitted to the District at the time the reservation is made.
   a. **Deposits:** Reservations require a fifty percent (50%) deposit at the time of reservation confirmation.
   b. **Final Payment:** Final payment for facility use is due twenty-four (24) hours prior to occupancy. Special final payment arrangements will be considered at the request of stakeholder groups reserving large blocks of time.
   c. **Cancellations:** If the applicant cancels a reservation seven (7) or more days prior to the date reserved, a full credit/refund will be issued. If a reservation is cancelled less than seven (7) days prior to the date reserved, only the deposit will be returned. Credits or refunds of the remaining fees will NOT be issued. If, due to unforeseen circumstances, a cancellation is initiated by the District, the reservation holder will be given a one hundred percent (100%) refund for that specific date or the District will provide a credit toward a mutually agreed upon future reservation.
5. Proof of local status is required for advanced reservations and to qualify for local user fees.

6. Reservations will be configured in one to two (1-2) hour blocks. All groups are encouraged to arrive on time and leave the facility immediately following their scheduled time.

7. To the extent possible, District personnel will schedule with consideration given to the most efficient use of the facility. For example, baseball and softball may be block scheduled to utilize batting cages.

8. Reservation schedules will be posted on site and online weekly.

9. Person(s) or groups securing a reservation will be responsible for clean-up, breakage, damage or vandalism. An additional fee will be charged for damage or additional staff clean up as needed.

10. Church and civic groups are subject to the same Resident and Non-resident fees published in the Fieldhouse Fee Schedule. The District does not consider fee waivers.

11. Regulations:
   a. **Hours of Use** - Fieldhouse hours established by the District are as follows (subject to change): M-F, 5:30am - 10pm, Sat. 7am - 9pm, Sun, 7am - 9pm. Extra staff costs will be charged for reservations before or after these times.
   b. **Supervision**: All person(s) or groups holding a reservation shall provide supervision at all times. Supervisors(s) must identify themselves as such to District personnel.
   c. **Conduct**: No person shall engage in fighting, riotous, threatening or indecent conduct or use any abusive, threatening, profane or indecent language while on Fieldhouse property. Verbal or physical abuse of District staff or coaches, players, and spectators associated with the various users will not be permitted. Anyone violating this regulation will be asked to leave the facility immediately.
   d. **Modifications**: Any modification to the facility must first be approved by the District, including but not limited to placement of soccer or lacrosse goals or any temporary structures.
   e. **Damage and Clean-Up**: The reservation holder shall require that all persons it is responsible for (coaches, players, spectators, and others) use the space in a safe, prudent, and responsible manner and only for its usual and intended purpose. The reservation holder shall leave the facility in a clean and orderly condition. All trash shall be disposed of properly.
   f. **Sponsorship**: The reservation holder shall not represent or imply that the District in any way sponsors, supports, or endorses the activity for which the facility is to be used without the express written consent of the District Director.
   g. **Concessions**: All concessions and fundraising activities conducted on or adjacent to facilities rented in this agreement shall be subject to licensing and permitting through Summit County.
   h. **Alcohol**: No person shall possess or use any alcoholic beverages within the Fieldhouse except as allowed by a permit issued by the County Manager and with the prior written approval of the District Director.
   i. **Drugs**: No person shall possess or use any illegal drugs on Fieldhouse property.
   j. **Pets**: With the exception of certified and designated service animals, no pets allowed unless permitted by special event.
   k. **Noise**: The reservation does not grant permission to amplify sound or music unless approved by District staff.
   l. **Parking**: Parking is not exclusive to Fieldhouse reservation holders.
   m. **Lost and Found**: The District is not responsible for personal property that is lost or stolen. A “lost and found” is maintained at the Fieldhouse front desk. Items will be kept a maximum of thirty (30) days.
   n. **Insurance**: User Organization must provide a certificate of insurance to the District prior to using the Fieldhouse. The insurance certificate endorsement must list Snyderville Basin Special Recreation District as an additional insured and provide coverage for a minimum of two million dollars ($2,000,000) Combined Single Limit per occurrence and four million dollars ($4,000,000) aggregate for bodily injury and property damage. Such endorsement shall provide that such insurance coverage is primary and not contributory to any insurance policy maintained by the District. User Organization agrees to indemnify, defend and hold the District, its officers and employees harmless from any and all claims, losses, costs (including attorneys’ fees) and other liability because of injury to persons or property arising as a result of or in connection with User Organization’s use of the facilities provided under this policy, except to the extent such claims, losses, costs and other liability result solely from the negligent acts or omissions of the District.
   o. **Facility Use Policies**: User agrees to follow all District Fieldhouse policies and accepts responsibility for informing agents of the user of their content. It is understood that the information received may be changed or replaced by other policies and procedures that the District may adopt in the future.

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FITNESS PASS POLICY: 

Application: Pass holder represents and warrants that all facts stated in his/her application are true and correct and that all children identified therein are legal dependents of the pass holder. The application is incorporated by reference to the agreement.

Payment: All payments to the District are subject to the cancellation policies of the District.

Returned Check Policy: If a check is returned for insufficient funds, the District will submit the check a second time. If the check is returned again, the fitness pass will be terminated and the pass holder will be assessed a handling fee. Pass holder will be required to pay the handling fee prior to acceptance of any future Fieldhouse application.

Fee Guarantee: Pass holder fees may be modified from time to time by the District Board. No fee increase outside the approved fee range will be applicable until both the fitness pass has expired and public notice of the fee increase has been given.

Fitness Pass Cards: Pass holders will be issued a card, which will entitle the pass holder and appropriate family members to enjoy the benefits of the facility. Pass holder agrees to present the card for admittance and to be responsible for the proper use of the card by all family members. Pass holder agrees that if the card is not presented, then the pass holder will be required to purchase a replacement card before being admitted.

Pass Holder Privileges: Pass holders (including spouse and family members, as appropriate) will be admitted to public areas of the Fieldhouse such as the weight room, indoor track, and indoor field and gymnasion, and pool and hot tub (during open play periods) at no additional charge. Batting/golf cages, programs, and field rentals will incur additional fees.

Special Events: Pass holder must recognize that the District is required through contractual agreement to host non-athletic special events no less than ten (10) calendar days per year. During these events, regular Fieldhouse hours may be modified or unavailable. Notice of special events, including modified hours or periods of closure, will be posted in the main lobby.

Rules and Regulations: Pass holder must acknowledge that the Fieldhouse operates under rules and regulations established for the safety and protection of patrons and agree to be bound by such, as well as by rules and regulations subsequently approved and posted or published by the District. Rules and regulations of the District are incorporated into the agreement by reference. Facilities, equipment, hours, service, regulation, and policies are subject to change without prior notice, at the sole discretion of the District, and pass holder agrees to accept such changes as a condition of being a pass holder.

Behavior: Pass holder must acknowledge that Basin Recreation’s facilities and programs are public and pass holder’s behavior impacts other patrons. Should the pass holder behave in a manner that Basin Recreation management deems inappropriate, including but not limited to behavior that is threatening, dangerous, offensive, unsportsmanlike or obscene, any recreation pass or other indicia of authorization to use Basin Recreation facilities may be revoked or suspended and/or participation in any activity may be prohibited.

Age Restrictions: Pass holder must agree to observe the age limitation of fourteen (14) years of age or older for all equipment and District-run classes both inside and outside the Fieldhouse, specifically excepting youth-related classes.

Pass Holder Responsibility: Pass holder must recognize that there are hazards connected with activities at the Fieldhouse. On behalf of the pass holder, spouse, and any dependent designated in pass holder’s applications, pass holder knowingly and voluntarily assumes the risk of such hazards. Pass holder must agree to defend, indemnify, and hold the District and its officers, agents, Board, and employees of the pass holder, spouse, and any dependent designated in pass holder’s applications, pass holder knowingly and voluntarily assumes the risk of such hazards. Pass holder must agree to defend, indemnify, and hold the District and its officers, agents, Board, and employees of the pass holder, spouse, and any dependent designated in pass holder’s applications, pass holder knowingly and voluntarily assumes the risk of such hazards. Pass holder must agree to defend, indemnify, and hold the District and its officers, agents, Board, and employees from any and all liability arising out of injury to pass holder, spouse, or any dependent identified in the application or otherwise supervised by pass holder from and against the same. Pass holder understands that he/she retains complete responsibility for the supervision and safety of the pass holder’s child on District property during a fitness class.

Pass Account Holds: Only twelve (12) month passes may be put “on hold” pursuant to a direct request to the assistant manager or facility manager for review. Holds may be granted for a minimum of two (2) weeks and a maximum of three (3) months per twelve (12) month pass.

Agreement. The signed agreement, pass holder’s application, the fee schedule in effect, and the District’s rules and regulations in effect and as amended constitute the entire agreement between the pass holder and the District.

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PERSONAL TRAINER AND PRIVATE SWIM INSTRUCTOR POLICY: amended January 23, 2019

All personal trainers and private swim instructors must enter into the specified Independent Contractor Agreement. Under direct supervision from the Fieldhouse Staff, trainers and swim instructors are responsible for representing and maintaining the standards of the District by educating clients on proper technique and safety, and maintaining an enjoyable atmosphere for all patrons and clients. To that end, the District has adopted the following rules and regulations:

1. All trainers and swim instructors must execute the Personal/Athletic Trainer Agreement or Private Swim Instructor Agreement prior to conducting any training or swim instruction at the Fieldhouse.
2. Trainers and swim instructors MUST sign-in and out at the front desk upon entering and exiting the Fieldhouse. No exceptions.
3. Badges must be worn at all times inside the Fieldhouse. Trainers will not be allowed past the front desk without a badge and it may not be removed until training has ceased.

4. Trainers and swim instructors must pay the facility rental fee prior to running a session(s).

5. Trainers and swim instructors must maintain and clean fitness room and storage area and/or pool, put away weights and equipment, disinfect cardio machines and mats. Always clean up after yourselves and others.

6. Trainers and swim instructors must be flexible with space and time.

7. Trainers and swim instructors must monitor and record equipment breakdown and maintenance and/or pool problems. Report any maintenance issues immediately to the Fieldhouse Staff.

8. Trainers and swim instructors must ensure that safety standards are met and that District and facility policies are adhered to.

9. If ALL rules and regulations are not followed; the trainer’s or swim instructor’s privileges may be revoked.

The Board shall adopt administrative fees from time-to-time to offset the costs associated with these policies and programs.

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TENNIS AND PICKLEBALL INSTRUCTION: amended January 23, 2019

Approved tennis and pickleball instructors may use District courts at The Fieldhouse for private paid instruction, subject to the requirements of this policy. This policy applies to independent contractors.

Approved Instructors: The District requires that all tennis/pickleball instructors providing lessons be pre-approved by the District. Please contact the District office prior to any instruction on District courts.

Court Use: Courts are available on a first-come, first-served basis for use by the general public and by approved instructors, subject to a one (1) hour time limit if anyone is waiting to use the court. Private paid instruction is permitted on only one (1) court per site at a time and approved instructors may not teach back-to-back lessons if anyone is waiting to use the court. A subsequent lesson, even if to a different client, is prohibited if another party is waiting. No private paid instruction will be allowed on the courts when District camps or clinics are scheduled.

Fees: Instructors must pay the District a “court-use fee” when instructing clients. The court-use fee is due at the first of the month. The fee will be evaluated and adjusted annually as appropriate.

Maximum Lesson Size: All lessons must be capped at a 1-3 ratio (one instructor to a maximum of three clients). Should an instructor have more than three (3) clients on the court, written approval from the District must be acquired prior to the lesson.

Insurance: Instructors must provide the District with current insurance and name the District as an additional insured. The certificate of insurance is required before instruction is allowed and is to be kept on file at the Trailside Administrative Office. The District reserves the right to request updated proof of insurance at any time.

Certifications: The District does not require instructors to be certified, it is up to the hiring individual to seek certified instructors if desired.

If at any time an instructor is found not following the rules, the instructor will no longer be allowed to instruct on District courts.

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BENEFITS AVAILABLE DURING ACTIVE EMPLOYMENT WITH THE DISTRICT: amended January 23, 2019

The following benefits are available during active employment with the District.

Fieldhouse Membership and Fitness Classes for Employee:

- Full-Time Benefitted: Free
- Part Time Year Round: Free
- Seasonal: Free
- Temporary/Special Projects: Free

4 Scheduled Fitness Instructors are included in this category, but substitute instructors are not eligible for benefits.
- Board Members: Free

Fieldhouse Membership and Fitness Classes for Spouse, Partner, Child(ren):5
- Full-Time Benefitted: Free
- Part Time Year Round: Free6
- Seasonal (after six months of consecutive work with at least two shifts/week): Free
- All other Seasonals: No discount
- Temporary/Special Projects: No discount
- Board Members: Free

Fitness Programs for Employee:
- Full-Time Benefitted: if space allows, free for employee/spouse/partner/child
- Part Time Year Round: if space allows, fifty percent (50%) discount for employee, fifteen percent (15%) discount for spouse/partner or child
- Seasonal: No discount
- Temporary/Special Projects: No discount
- Board Members: if space allows, free for board member/spouse/partner/child

Youth Programs (Recreation and Fieldhouse):
- Full-Time Benefitted: Free
- Part Time Year Round: Fifty percent (50%) discount7
- Seasonal: Fifty percent (50%) discount
- Temporary/Special Projects: No discount
- Board Members: Free

Summer Camps (Recreation and Fieldhouse):
- Full-Time Benefitted: Free
- Part Time Year Round: Fifty percent (50%) discount
- Seasonal: Fifty percent (50%) discount
- Temporary/Special Projects: No discount
- Board Members: Free

Specialty or Travel Camps:
- Full-Time Benefitted: Fifty percent (50%) discount
- Part Time Year Round: Twenty-five percent (25%) discount
- Seasonal: No discount
- Temporary/Special Projects: No discount
- Board Members: Fifty percent (50%) discount

Adult Programs:
- Full-Time Benefitted: Case by case
- Part Time Year Round: Case by case
- Seasonal: No discount
- Temporary/Special Projects: No discount
- Board Members: Case by case

Special Events or Programs:
- Full-Time Benefitted: Free

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5 Child: a dependent child through age twenty-five (25), includes step children. **If an employee does not have a spouse, partner or child to designate, he or she may choose another individual for this benefit.**

6 Part-Time Year Round employees must work a minimum of two (2) shifts per week, on average, in order to be eligible for spouse/partner or child privileges. A child is defined as a dependent child through age 25 and includes step-children. Only one (1) spouse/partner or child can receive the benefit and must be designated upon employment. Scheduled fitness instructors are included in this category, but substitute instructors are not eligible for benefits.

7 A reduced cost is offered only if spaces are available after patron registration.
Part Time Year Round: Fifty percent (50%) discount
Seasonal: Fifty percent (50%) discount
Temporary/Special Projects: No discount
Board Members: Free

Partnership Programs:
- Full-Time Benefitted: Percent of partnership cost
- Part Time Year Round: Percent of partnership cost
- Seasonal: No discount
- Temporary/Special Projects: No discount
- Board Members: Percent of partnership cost

Swim Lessons at the Fieldhouse:
- Full-Time Benefitted: Fifty percent (50%) discount
- Part Time Year Round: Twenty-five percent (25%) discount
- Seasonal: No discount
- Temporary/Special Projects: No discount
- Board Members: Fifty percent (50%) discount

Birthday Party-Field Rental:
- Full-Time Benefitted: Free field rentals; fifty percent (50%) discount for bounce houses
- Part Time Year Round: Fifty percent (50%) discount for field rentals; fifty percent (50%) discount for bounce houses
- Seasonal: Fifty percent (50%) discount for field rentals; fifty percent (50%) discount for bounce houses
- Temporary/Special Projects: Fifty percent (50%) discount for field rentals; fifty percent (50%) discount for bounce houses
- Board Members: Free field rentals; fifty percent (50%) discount for bounce houses

Fieldhouse Pro Shop Items:
- Full-Time Benefitted: Fifteen percent (15%) discount
- Part-Time Year Round: Fifteen percent (15%) discount
- Seasonal: Fifteen percent (15%) discount
- Temporary/Special Projects: Fifteen percent (15%) discount
- Board Members: Fifteen percent (15%) discount

Group communication will be issued for special events/programs at discounted rates when applicable.

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8 Partnership programs: Employees are responsible for covering the partner’s cost. Partnership programs result in a split of revenue. Generally the split is 65/35. The employee would be responsible to cover the 65% of the total cost of the program.
CHAPTER 4
SPECIAL EVENT POLICIES

SPECIAL/RESERVED EVENTS ON DISTRICT FIELDS

Hours of Use: Parks are open for use during daylight hours. Special approval from the District must be obtained for use of facilities before or after daylight hours.

Applications: Applications may not be made more than one (1) calendar year prior to the application’s event date. Returning events are permitted to apply for the subsequent year immediately following the event, with the understanding that pricing may change. Applications not submitted within that timeframe may not be granted approval. The required application fee is due at time of submittal. A damage deposit, plus fifty percent (50%) of events fees is due at least sixty (60) days prior the event. The remainder balance of fees is due fifteen (15) days before the event. Properly completed applications will be processed on a first come, first served basis. Non-refundable processing fees will apply.

Right to Deny: Applicants that fail to meet any of the requirements or fill out an incomplete application will not be processed. The District reserves the right to turn down any application based on past performance, including but not limited to failure to follow the rules and regulations pertaining to the policies set forth at the District’s discretion. Failure to follow any District policy may result in (1) revocation of the event, and (2) the applicant being held financially responsible for park and/or field damages, including but not limited to signs, restrooms, benches, and parking facilities.

Supervision: All person(s) or group(s) holding a reservation shall provide field supervision at all times. Supervisors(s) must identify themselves as such to District personnel. The applicant shall require that all persons it is responsible for (participants, volunteers, spectators and others) use the field in a safe and responsible manner. The applicant shall be liable for any damage (other than ordinary wear and tear) resulting to the fields, including pavilions, restrooms, trailheads, parking areas, schools, and other District property by either the applicant or the persons it is responsible for.

Conduct: No person shall engage in fighting, riotous, threatening or indecent conduct or use any abusive, threatening, profane, or indecent language while on park property. Verbal or physical abuse of District staff or coaches, players, officials or spectators will not be permitted. Anyone violating this regulation will be asked to leave the grounds immediately.

Field Modifications: Any modification to the field(s) must first be approved by the District, including, but not limited to, placement of soccer goals, changing the shape of fields, or setting up any temporary or permanent structures. No temporary tents may be staked on grass areas without prior approval by the District. Staking of temporary tents is prohibited on synthetic fields.

Temporary Signs: Production and placement of cautionary signage may be required of the event promoter. All signage must be removed from park and field facilities, city and county roads, public or private property within twenty-four (24) hours of the end of the event. Failure to timely remove signage may result in a portion of the damage deposit being withheld. The District and/or the event promoter will post notification of the event one (1) week prior to the event at impacted intersections and access points.

Fees: A damage deposit per field and half of the event fees are due at least sixty (60) days prior to the start of the event. The remaining balance of fees is due fifteen (15) days before the event. The deposit amount will be determined at the sole discretion of the District at the time of approval, with consideration given to the scope and scale of the event and its potential impacts. The damage deposit will be held in a non-interest bearing account. The Board shall adopt administrative fees from time-to-time to offset the costs associated with these events and programs.

Clean-Up: The user shall leave the field(s) and amenities in a clean and orderly condition. All equipment shall be returned to its designated location. All trash shall be collected, packed out, and disposed of properly immediately following the event. Recycling is strongly encouraged. The following items are NOT permitted at any event on the District property: plastic (any type of plastic that has NO number for recycling), all Styrofoam, and wax or plastic-coated paper.

Waste: Dumpsters and portable toilets may be required based on the size and duration of the event. The duration of the event will also determine if there will be a restroom cleaning fee. The number of toilets required is based upon the maximum number at the event during its peak time. The total number of toilets required will be determined on a case-by-case basis.

Damage: The user shall require that all persons it is responsible for (coaches, players, spectators and others) use the field(s) in a safe, prudent and responsible manner and only for its usual and intended purpose. The user shall be liable for any damage (other than ordinary wear and tear) to the fields, including pavilions, restrooms, trailheads, parking areas, schools, and other District property by either the applicant or the persons it is responsible for.
Effective January 10, 2018

wear and tear) resulting to the field(s) and amenities, including pavilions, restrooms and improvements adjacent to the fields by either
the user or persons it is responsible for supervising. The District reserves the right to determine whether or not the deposit will be
returned based on a post-event inspection of the facilities by District staff and compliance with the terms and conditions set forth herein.
If needed, field repair and clean-up of facilities will be completed by District staff and charged against the damage deposit at an hourly
rate to cover the cost of labor, materials and equipment. If damages exceed the deposit amount, the applicant will be held liable for any
remaining costs associated with repair or cleanup.

Insurance: The District requires all applicants to carry a policy of general liability insurance in an amount no less than two million
dollars ($2,000,000) per occurrence and four million dollars ($4,000,000) general aggregate. The District must be named as an
additional insured on the certificate of liability insurance endorsement. Such endorsement shall provide that such insurance coverage is
primary and not contributory to any insurance policy maintained by the District. A copy of the policy must be provided to the District
thirty (30) days prior to the field use.

Cancellations: Field use may be cancelled by the applicant up to sixty (60) days prior to the field use date without penalty. For
cancellations within sixty (60) days and not less than thirty (30) days prior to the field use, fifty percent (50%) of the fees shall be
refunded to the applicant. For cancellations within thirty (30) days and not less than fourteen (14) days prior to the field use, twenty-
five percent (25%) of the fees shall be refunded to the applicant. Cancellations made within fourteen (14) days of the event shall not be
entitled to refund. Field use cancelled by the District shall result in a full refund of fees.

Sponsorship: The applicant shall not represent or imply that the District in any way sponsors, supports or endorses the activity for
which the field(s) is to be used without the express written consent of the District Director.

Concessions: All concessions and fundraising activities conducted on or adjacent to fields rented in this agreement may be subject to
licensing and permitting through Summit County.

Alcohol: No person shall possess or use any alcoholic beverages on District property except as allowed by a permit issued by the County
Manager and with prior written approval of the District Director.

Drugs: No person shall possess or use any illegal drugs on District property.

Pets: Users will keep all pets off any game field and five (5) yards beyond any game sideline or end line. Dogs must be leashed (six
foot (6’) leash maximum) and under the control of the owner. Owners must be “in possession” of the dogs (physically holding on to
the leash) and dogs may not be tethered to trees or park equipment. Pet owners are responsible for all actions of their dogs (cleaning up
after their animal, biting, rough play, etc.) and also must abide by the rules of Summit County, with the specific exception that a physical
leash is required on fields due to the nature of the activities on the fields. Owners must be present with their pets at all times in off lease
areas which are provided at a number of parks (dogs cannot be left unattended in the dog parks). No pets are permitted on synthetic
Turf fields. The District is not responsible for the actions of any dog or owner and reserves the right to ask an owner to remove his/her
pet, and self, if any of the above rules are violated.

Noise: The permit does not grant permission to amplify sound or music. No amplified music may be played without written District
approval.

Parking: Parking is not exclusive to permit holders. No parking is allowed on grass. Cars parked in posted fire lanes or bus turnouts
will be ticketed and/or towed. A parking, shuttling from remote sites, and access plan may be required as part of the application. One
(1) parking attendant to notify participants and spectators of where to park is required for every parking lot impacted fifty (50) people
expected at the event. If parking rules are not followed and/or if cars are parked illegally, the damage deposit will be forfeited. If no
parking attendant is supplied, the District will supply one (1) parking attendant for every fifty (50) people in attendance at an hourly
rate. This total will be deducted from the security deposit. Parking cones and barricades can be rented from the District.

Fires: Fires on District property are prohibited, with the exception of propane barbecues.

Lightning: Field users should exercise discretion in the presence of lightning and seek shelter in automobiles or nearby buildings. Do
not seek shelter from lightning under metal pavilions.

Safety and Emergency Plan: A safety and emergency medical plan may be required as part of this application. All necessary permits
must be obtained from the appropriate emergency service providers. At the recommendation of the Park City Fire District, the District
may mandate that EMS personnel and an ambulance be on site at the time of the event. This will be determined by the nature and size
of the activity.
**Effective January 10, 2018**

**Additional Permitting:** This is not a Summit County permit. The applicant is responsible for acquiring all necessary permits from various government entities, landowners and/or others which may include the following: Summit County Planning and Building Department, Summit County Health Department, Summit County Engineer, Park City Municipal, Park City Police, Utah State Highway Patrol, Park City Fire District and the Summit County Sheriff. Approval by these entities will be required where applicable as part of this process. Applicant must obtain a Mass Gathering Permit from the Summit County Health Department if more than three hundred (300) people are expected for an event.

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**SPECIAL EVENTS AT TRAILSIDE BIKE PARK & SKATE PARK**

The District established these policies for all persons and groups that use Trailside Skate Park and Bike Park trails for special events, and/or commercial outfitting and guiding services. The District requires compliance if events are to be permitted on District-managed trails. The District may alter, change or add any rules it deems necessary to provide the public and citizens of the Snyderville Basin with safe, high quality trails within the Bike Park. Failure to follow these policies or any District policy may result in (1) revocation of the event permit and/or (2) the applicant being held financially responsible for damage to trail amenities such as signs, restrooms, trailheads, benches, parking facilities, etc.

**General Policies**

**Location:** Special Events are only permitted at the Trailside Skate Park, Bike Park on the District-designated trails. The District Administrative Office will maintain a current list of designated trails.

**Allowable Limits:** No more than three (3) special events will be allowed between May and November and no more than two (2) special events will be allowed between December and April. Events may not occur on back-to-back weekends at Trailside Skate Park or Bike Park, excluding events directly sponsored or co-sponsored by the District.

**Event Defined:** Activities will be classified as an event if the event its duration is one (1) hour or more and/or if event has more than fifteen-twenty (1520) participants in a twenty-four (24) hour period.

**Fees and Charges:** All special events conducted at the Skate Park or Bike Park require a permit application fee, event fee and damage deposit. The specific deposit amount is determined in the sole discretion of the District, considering the event impact. Such deposit amount is subject to change after full review of the application and supporting documents. The Board shall adopt administrative fees from time-to-time to offset the costs associated with these events and programs.

**Submittal Procedure and Permit Deadlines:** Applications may not be made more than one (1) calendar year prior to the application’s event date except returning events are permitted to apply for the subsequent year immediately following the event. All Skate Park and Bike Park Special Event applications must be complete and submitted to the District no less than ninety (90) days prior to the field use for staff review. One hundred percent (100%) of the required application fee is due at the time of submittal. Applications that have not paid one hundred percent (100%) of the application fee are considered incomplete and will not be processed. All necessary information must be provided for an application to be considered complete. Safety and emergency medical plan and certificate of insurance are also due at the time of application to secure the desired dates. A damage deposit, plus fifty percent (50%) of events fees is due at least sixty (60) days prior the event. The remainder balance of the deposit is due fifteen (15) days before the event. Properly completed applications will be processed on a first come, first served basis.

**Security Damage Deposit:** A damage deposit must be paid to the District to be held in a non-interest bearing account. The deposit amount will be determined at the sole discretion of the District at the time of approval, with consideration given to the scope and scale of the event and its potential impacts.

**Deposit Refund/Forfeit:** Trails/parks must be clean of debris, trash, markings and other materials immediately following the event. If needed, trail repair and clean-up will be completed by District staff and charged against the damage deposit at an hourly rate to cover the cost of labor, materials and equipment. The District reserves the right to determine whether or not the deposit will be returned based on a post-event inspection of the course by District officials and compliance with terms and conditions set forth within the special events policy and permit. If damages exceed the deposit amount, the applicant will be held liable for any remaining costs associated with repair or cleanup. The applicant shall require that all persons it is responsible for (participants, volunteers, spectators, and others) use the facilities in a safe and responsible manner. The applicant shall be liable for any damage resulting to the facilities, including signs, restrooms, benches and other improvements adjacent by either the applicant or any person involved in the event. All trash shall be
collected, packed out, and disposed of properly immediately following the event. Recycling is strongly encouraged. Damage deposits may be withheld as provided above. The following items are NOT permitted at any event on District property: plastic (any type of plastic that has NO number for recycling), Styrofoam, and wax or plastic-coated paper.

Approval: The Parks and Trails Manager and/or District Director must approve all proposed events. If there is a special circumstance that arises with respect to dates, number of allotted events on any given trail, fees charged by District or an exception to trails approved for event use as part of the special events policy and permit, a request may be submitted to the District Board for consideration.

Insurance: The applicant will be required to carry a policy of general liability insurance in an amount no less than two million dollars ($2,000,000) per single occurrence and four million dollars ($4,000,000) general aggregate. The District must be named as an additional insured on the Certificate of Liability Insurance Endorsement. Such endorsement shall provide that such insurance coverage is primary and not contributory to any insurance policy maintained by the District. A copy of the policy must be provided to the District thirty (30) days prior to the event.

Additional Permitting: This is not a Summit County permit. The applicant is responsible for acquiring all necessary permits from various government entities, landowners and/or others, which may include the following: Summit County Planning and Building Department, Summit County Health Department, Summit County Engineer, Park City Municipal, Park City Police, Utah State Highway Patrol, Park City Fire District and the Summit County Sheriff. Approval of these entities will be required where applicable as part of the application process. Applicant must obtain a Mass Gathering Permit from the Summit County Health Department if more than three hundred (300) people are expected for an event.

Safety and Emergency Medical Plan: A safety and emergency medical plan must be submitted as part of this application. All necessary permits must be obtained from the appropriate emergency service providers. At the recommendation of the Park City Fire District, the District may mandate that EMS personnel and an ambulance be on site at the time of the event. This will be determined by the nature and size of the activity. **Helmets are required for all participants for any training, practice, and/or competition run during or before an event occurring at the Trailside Skate Park or Bike Park.**

Parking and Transportation Plan: Parking and access is allowed in designated areas only. A parking, transportation and access plan must be submitted as part of this application. One (1) parking attendant to notify participants and spectators of where to park is required for every fifty (50) people expected at the event. If no parking attendant is supplied, the District will supply one (1) parking attendant for every fifty (50) people in attendance at an hourly rate. This total will be deducted from the security deposit. Parking cones and barricades can be rented from the District.

Right to Deny: Applications that fail to meet the above requirements will not be processed. The District reserves the right to turn down an application based on past performance of an event including but not limited to failure to follow the rules and regulations pertaining to the policies set forth in the special events application.

Cancellation/Reschedule: Events may be canceled by the applicant up to sixty (60) days prior to the event date without penalty. For cancellation within sixty (60) days and not less than thirty (30) days prior to the event, fifty percent (50%) of the permit fee shall be refunded to the applicant. For cancellation within thirty (30) days and not less than fourteen (14) days prior to the event, twenty-five percent (25%) of the permit fee shall be refunded to the applicant. Cancellations made within fourteen (14) days of the event shall not be entitled to refund. Events canceled by the District shall result in a one hundred percent (100%) refund. In the event of extreme weather, poor trail conditions or other scheduling conflicts due to unforeseen circumstances, the event may be cancelled and/or rescheduled in the sole discretion of the District. It is in the applicant’s best interest to reschedule if there is inclement weather that creates hazardous conditions for participants or may result in serious damage to the trails and trail amenities.

Regulations

1. **Hours of Use:** The Skate Park and Bike Park are open for use during daylight hours, unless otherwise approved by the District.
2. **Supervision:** All persons associated with the event shall be supervised by the promoter or designee, at all times. The District is not responsible for the actions, inactions, or negligence of the applicant, its agents, designees, volunteers, employees, participants, or spectators.
3. **Conduct:** No person shall engage in fighting, threatening or indecent conduct or use of any abusive, threatening, profane or indecent language while using District trails and amenities. Anyone violating this regulation will be asked to leave the property immediately.
4. **Trail modifications:** Any modifications to the trail(s) must first be approved in writing by the Trails Manager, including but not limited to placement of signs, environmentally friendly race markings, flagging, aid stations or the setting up of
any other temporary or permanent structures. Any request for trail modification must be made no less than seventy two (72) hours before the event and, if approved, such modification will only be made by the District’s Trail Department unless written permission is granted by the Trails Manager. Permanent course markings are prohibited.

5. Motorized Vehicles: Motorized vehicles are PROHIBITED in the Skate Park and Bike Park without written consent from the Trails Manager or District Director. On a case-by-case basis, District owned vehicles may be able to assist events where needed.

6. Waste: Dumpster and portable toilets may be required based on the size and duration of the event. The duration of the event will also determine if there will be a restroom cleaning fee. The number of toilets required is based upon the maximum number at the event during its peak time. The total number of toilets required will be determined on a case-by-case basis.

7. Sponsorship: The applicant shall not represent or imply that the District in any way sponsors, supports, or endorses the activity for which the trails are to be used without the express written consent of the District Director.

8. Concessions: All concessions and fund-raising activities conducted on or adjacent to trails events shall be subject to licensing and permitting through Summit County and approval from the individual property owners.

9. Alcohol: No person shall possess or use any alcoholic beverages on District property except as allowed by a permit issued by the County Manager and with prior written approval of the District Director.

10. Pets: Dogs must be leashed and under the control of the owner at all times.

11. Noise: The permit does not grant permission to amplify sound or music. Special permission may be granted by the District based on the type of event, time and place an event occurs. All events must comply with the Summit County Noise Ordinance.

12. Lost and Found: The District is not responsible for personal property that is lost or stolen. A “lost and found” is maintained at the District office, 5715 Trailside Drive. Items will be kept a maximum of thirty (30) days.

13. Temporary Signs: Production and placement of cautionary signage may be required of the event promoter. All signage must be removed from park, city and county roads, public or private property within twenty-four (24) hours of the end of the event. Failure to timely remove signage may result in a portion of the damage deposit being withheld. The District and/or the event promoter will post notification of the event one (1) week prior to the event at impacted intersections and access points.

Terms and Conditions

1. Applicant shall be solely responsible for loss or damage to property or injury or death of any person or persons arising out of, or connected in any way with the use of District trails. The applicant shall require that all persons it is responsible for (participants, volunteers, spectators and others) use the park in a safe and responsible manner.

2. Applicant accepts the condition of the trails prior to and for the duration of the event and hereby agrees to indemnify and hold harmless the District, its directors, officers, agents, employees and representatives from and against any and all claims, damage, loss, expense, injury or death and from all causes of action or causes of suit arising out of or connected directly or indirectly with the use of the facilities by the applicant.

3. Applicant shall reimburse the District for all damages to the facilities and/or property resulting from such use other than ordinary wear and depreciation.

4. Applicant agrees to obey all rules and regulations of the District.

5. Applicant shall provide adequate supervision and shall be responsible for improper conduct of the volunteers, employees and participants during the event.

6. Applicant agrees that permission to use the facilities and any permit is revocable by the District at any time.

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SPECIAL EVENTS ON DISTRICT TRAILS

The District established these policies for all persons and groups that use District trails for special events, and or commercial outfitting and guiding services. The District requires compliance if events are to be permitted on District-managed trails. The District may alter, change or add any rules they deem necessary to provide the public and citizens of the Snyderville Basin with safe, high quality trails. Failure to follow these policies or any District policy may result in (1) revocation of the event permit, and/or (2) the applicant being held
financially responsible for trail damages, including damage to trail amenities, signs, restrooms, trailheads, benches, parking facilities, etc.

General Policies

**Location:** Special Events are only permitted on trails identified by the District. Please contact the District Administrative Offices for the current list of permitted trails.

**Allowable Limits:** No more than two (2) special events will be allowed monthly and events may not occur back-to-back weekends on each of the trail systems identified above, excluding events directly sponsored or co-sponsored by the District.

**Event Defined:** Activities will be classified as an event if such as more than fifteen (15) participants in a twenty-four (24) hour period, their duration is one (1) hour or more and participant numbers fall within the range set forth in Table I below.

**Fees and Charges:** All Special Events conducted on District trails require a permit application fee, trail fee and deposit for the use. The Board shall adopt administrative fees from time-to-time to offset the costs associated with these events and programs.

| Fees for use of open space lands will be determined on the user group classification, the amount of impact and anticipated number of people, participants plus spectators, on the land for the event. |

**DUMPSTERS / PORTA-POTTIES, IF NEEDED, ARE THE RESPONSIBILITY OF THE EVENT APPLICANT.**

**NOTE:** Public trails will not be closed for events. Production and placement of cautionary signage may be required of the event promoter. District staff and/or event promoter will post notification of the event one (1) week prior to the scheduled event at trailheads, intersections and access points that are directly impacted. Permanent course markings are prohibited. Local and Out-of-Area For Profit Nordic and Snowshoe events will be charged an hourly grooming fee after completion of the event. Upon request, a trail may be groomed prior to the event at an hourly rate.

**Submittal Procedure and Permit Deadlines:** Applications may not be made more than one (1) calendar year prior to the application’s event date. Applications for special events on the District’s trail system must be submitted ninety (90) days prior to the event date. One hundred percent (100%) of the application fee is due at time of submittal. Applications that have not paid one hundred percent (100%) of the application fee are considered incomplete and will not be processed. Properly completed applications will be processed on a first come, first served basis. All applicable information listed below must be provided as part of the application and for an application to be considered complete. A deposit, plus fifty percent (50%) of the trail fees is due sixty (60) days prior to the event. The remainder of the balance of trail fees is due fifteen (15) business days before the event. Letters of permission, safety and emergency medical plans and certificate of insurance is also due at the time of application to secure the desired dates. All proposed events must comply within the boundaries as described by the District.

**Letters of Permission:** The applicant must obtain a letter of permission from each property owner impacted by the event. Special events must occur on trail corridors as directed by the District.

**Security Damage Deposit:** A damage deposit must be paid to the District to be held in a non-interest bearing account. The deposit amount will be determined at the sole discretion of the District at the time of approval, with consideration given to the scope and scale of the event and its potential impacts.

**Deposit Refund/Forfeit:** Trails must be clean of debris, trash, markings and other materials immediately following the event. If needed, trail repair and clean-up will be completed by District staff and charged against the damage deposit at an hourly rate to cover the cost of labor, materials and equipment. The District reserves the right to determine whether or not the deposit will be returned based on a post-event inspection of the course by District officials and compliance with the terms and conditions set forth within the special events policy and permit. If damages exceed the deposit amount, the applicant will be held liable for any remaining costs associated with repair or cleanup.

**Approval:** The District Director must approve all proposed events. If there is a special circumstance that arises with respect to dates, number of allotted events on any given trail, fees charged by District or an exception to trails approved for event use as part of the special events policy and permit, a request may be submitted to the District Director for consideration.

**Insurance:** The applicant will be required to carry a policy of general liability insurance in an amount no less than two million dollars ($2,000,000) per occurrence and four million dollars ($4,000,000) general aggregate. The District must be named as an additional
insured on the Certificate of Liability Insurance Endorsement. Such endorsement shall provide that such insurance coverage is primary and not contributory to any insurance policy maintained by the District. A copy of the policy must be provided to the District thirty (30) days prior to the event.

### Additional Permitting

This is not a Summit County permit. The applicant is responsible for acquiring all necessary permits from various government entities, landowners and/or others which may include the following: Summit County Planning and Building Department, Summit County Health Department, Summit County Engineer, Park City Municipal, Park City Police, Utah State Highway Patrol, Park City Fire District and the Summit County Sheriff. Approval by these entities will be required where applicable as part of the application process. Applicant must obtain a Mass Gathering Permit from the Summit County Health Department if more than three hundred (300) people are expected for an event.

### Safety and Emergency Medical Plan

A safety and emergency medical plan must be submitted as part of this application. All necessary permits must be obtained from the appropriate emergency service providers. At the recommendation of the Park City Fire District, the District may mandate that EMS personnel and an ambulance be on site at the time of the event. This will be determined by the nature and size of the activity.

### Parking and Transportation Plan

Parking and access is allowed in designated areas only. A parking, transportation and access plan must be submitted as part of this application. One (1) parking attendant to notify participants and spectators of where to park is required for every fifty (50) people expected at the event. If no parking attendant is supplied, the District will supply one (1) parking attendant for every fifty (50) people in attendance at an hourly rate. This total will be deducted from the security deposit. Parking cones and barricades can be rented from the District.

### Right to Deny

Applications that fail to meet the requirements will not be processed. The District reserves the right to turn down an application based on past performance of an event including, but not limited to, failure to follow the policies set forth in the special events application.

### Cancellation/Reschedule

Events may be canceled by the applicant up to sixty (60) days prior to the event date without penalty. For cancellation within sixty (60) days and not less than thirty (30) days prior to the event, fifty percent (50%) of the permit fee shall be refunded to the applicant. For cancellation within thirty (30) days and not less than fourteen (14) days prior to the event, twenty-five percent (25%) of the permit fee shall be refunded to the applicant. Cancellations made within fourteen (14) days of the event shall not be entitled to refund. Events canceled by the District shall result in a one hundred percent (100%) refund. In the event of extreme weather or other scheduling conflict due to unforeseen circumstances, the event may be rescheduled pending approval from the District and affected landowners. It is in the applicant’s best interest to reschedule if there is inclement weather that creates hazardous conditions for participants or may result in serious damage to the trails and trail amenities.

### Regulations

1. **Hours of Use:** Trails are open for use during daylight hours, unless otherwise approved by District officials.
2. **Supervision:** All persons associated with the event shall be supervised by the promoter or designee, at all times. The District is not responsible for the actions, inactions, or negligence of the applicant, its agents, designees, volunteers, employees, participants, or spectators.
3. **Conduct:** No person shall engage in fighting, threatening or indecent conduct or use of any abusive, threatening, profane or indecent language while using District trails and amenities. Anyone violating this regulation will be asked to leave the property immediately.
4. **Trail modifications:** Any modifications to the trail(s) must first be approved in writing by the District, including but not limited to placement of signs, environmentally friendly race markings, flagging, aid stations or the setting up of any other temporary or permanent structures. **Permanent course markings are prohibited.**
5. **Damage and Clean up:** The applicant shall require that all persons it is responsible for (participants, volunteers, spectators, and others) use the trails in a safe and responsible manner. The applicant shall be liable for any damage resulting to the trails, including signs, restrooms, benches and other improvements adjacent to the trails by either the applicant or the persons it is responsible for. All trash shall be collected, packed out, and disposed of properly immediately following the event. Recycling is strongly encouraged. Damage deposits may be withheld as provided above. The following items are NOT permitted at any event on District property: plastic (any type of plastic that has NO number for recycling), Styrofoam, and wax or plastic-coated paper.
6. **Waste:** Dumpsters and portable toilets may be required based on the size and duration of the event. The duration of the event will also determine if there will be a restroom cleaning fee. The number of toilets required is based upon the maximum number at the event during its peak time. The total number of toilets required will be determined on a case-by-case basis.
7. **Sponsorship:** The applicant shall not represent or imply that the District in any way sponsors, supports, or endorses the activity for which the trails are to be used without the express written consent of the District.

8. **Concessions:** All concessions and fund-raising activities conducted on or adjacent to trails events in this agreement shall be subject to licensing and permitting through Summit County and approval from the individual property owners.

9. **Alcohol:** No person shall possess or use any alcoholic beverages on District property except as allowed by a permit issued by the County Manager and with prior written approval of the District Director.

10. **Pets:** Dogs must be leashed and under the control of the owner at all times.

11. **Noise:** The permit does not grant permission to amplify sound or music. Special permission may be granted by the District based on the type of event, time and place an event occurs. All events must comply with the Summit County Noise Ordinance.

12. **Lost and Found:** The District is not responsible for personal property that is lost or stolen. A “lost and found” is maintained at the District office, 5715 Trailside Drive. Items will be kept a maximum of thirty (30) days.

13. **Temporary Signs:** Production and placement of cautionary signage may be required of the event promoter. All signage must be removed from trails, city and county roads, public or private property within twenty-four (24) hours of the end of the event. Failure to timely remove signage may result in a portion of the damage deposit being withheld.

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**Terms and Conditions**

1. Applicant shall be solely responsible for loss or damage to property or injury or death of any person or persons arising out of, or connected in any way with the use of District trails. The applicant shall require that all persons it is responsible for (participants, volunteers, spectators and others) use the park in a safe and responsible manner.

2. Applicant accepts the condition of the trails prior to and for the duration of the event and hereby agrees to indemnify and hold harmless the District, its directors, officers, agents, employees and representatives from and against any and all claims, damage, loss, expense, injury or death and from all causes of action or causes of suit arising out of or connected directly or indirectly with the use of the facilities by the applicant.

3. Applicant shall reimburse the District for all damages to the facilities and/or property resulting from such use other than ordinary wear and depreciation.

4. Applicant agrees to obey all rules and regulations of the District.

5. Applicant shall provide adequate supervision and shall be responsible for improper conduct of the volunteers, employees and participants during the event.

6. Applicant agrees that the use of the facilities and this permit shall be revocable by the District at any time.

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**PARK ROOM RENTAL: amended January 23, 2019**

**Terms & Conditions**

1. The Park Room is available to government organizations, private citizens of the Snyderville Basin, charitable and nonprofit organizations, and other groups when the room is not being used by the District or its various committees and boards. Reservations will be accepted according to priority of use and fee schedule adopted by the District.

2. To ensure meeting facilities are available to a broad range of community members, no long term sequential reservations will be considered.

3. The Park Room will not be available for purely social functions (birthday parties, receptions, etc.).

4. The individual who applies for a reservation must be at least eighteen (18) years old and will be responsible for those in attendance and the care of the room and furnishings. The District will hold the applicant financially liable for any damage to District property that occurs during the meeting. Failure to comply with the general rules below may result in loss of damage deposit and denial of future meeting room use for both the applicant and the group using the room.

5. Set up and clean-up is the responsibility of the reservation holder and is to be done by the applicant during the reservation period. Applicant must notify the District in advance if removal of tables and chairs is requested.

5.6. Groups are responsible to keep and leave the area clean or forfeit their damage deposit. Excess garbage must be bagged and deposited in park dumpsters.

6.7. Use of microphones and other standard audio visual equipment is permitted within the building during the scheduled time providing their use does not interfere with District business activities. All audio/visual equipment must be provided by the applicant.

7.8. Light refreshments (beverages, cookies, sandwiches, etc.) are allowed.

8.9. No person shall possess or use any alcoholic beverages on District property except as allowed by a permit issued by the County Manager and with prior written approval of the District Director.
9.10. No unlawful activities, inappropriate use of the room, or inappropriate conduct will be tolerated. Users will be required to vacate the premises for any violation. Future privileges may be revoked should any of these activities occur.
40.11. The District is not responsible for personal property that is lost or stolen. A “lost and found” is maintained at the Trailside Administrative Office. Items will be kept for a maximum of thirty (30) days.
41.12. The following guidelines are provided to assist patrons in caring for the building while they enjoy its amenities:
   a. No glitter or paint is to be brought into the building unless flooring covering is provided by the applicant.
   b. No open flames in or out of the building. This includes burning candles, potpourri, incense, etc.
   c. The applicant is responsible for provision of dishes, utensils, dishtowels, napkins, tablecloths, etc.
   d. Children under eighteen (18) years of age must be under the supervision of an adult.
   e. Nothing may be fastened or affixed to the walls, ceilings, or floors in any manner. No nails or tacks in the woodwork or walls.
   f. Removal of pictures, plaques and other objects for the purpose of redecorating is prohibited.
   g. The applicant is responsible to leave the room in a clean, orderly condition. This includes returning chairs and tables to an orderly arrangement, picking up and disposing of garbage, and removal of any tape.
   h. If thermostat has been adjusted, return setting to sixty-five (65) degrees.
   i. Meeting room and interior/exterior lights must be turned off.
42.13. Building keys may be picked up no earlier than two (2) business days prior to the reservation.
43.14. User must lock and check exterior doors to be sure the building is secure.
44.15. User must place key in key box near exit door after hours or return to office staff.

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PAVILION RENTAL: amended January 23, 2019

Terms & Conditions

1. The District will accept park pavilion reservations beginning April 1 for time between May 15 -October 15 of the current year. Reservations must be made twenty-four (24) hours in advance.
2. All park pavilion reservations must be paid for before the date and time can be reserved, at the time they are requested with a completed “Request for Use of a Park Pavilion” form.
3. The Applicant must reserve sufficient time for set-up and clean-up during the reservation period.
4. Groups are responsible to keep and leave the area clean or forfeit their damage deposit. Excess garbage must be bagged and deposited in park dumpsters.
5. In an effort to provide more opportunities for park users to make reservations, multi-day pavilion rental requests will not be granted.
6. In the event of inclement weather that causes the event to be cancelled in its entirety, the applicant may apply for a refund.
7. No amplified music may be played without prior approval by the District.
8. No temporary tents may be staked on grass areas.
9. Dogs must be leashed. Dog owners are responsible for clean-up after their pets. Dogs may not be tethered to trees or park equipment.
10. The District is not responsible for personal property that is lost or stolen. A “lost and found” is maintained at the Trailside Administrative Office. Items will be kept for a maximum of thirty (30) days.
11. Motorized vehicles may NOT be driven within any park. District trails are also intended for non-motorized use only.
12. Before any concessions shall be permitted, a license or permit shall be approved and purchased through Summit County.
13. Fires within park boundaries are prohibited, with the exception of propane barbeques provided by the Applicant.
14. Overnight camping is prohibited within park boundaries, unless prior written approval from the District is received.
15. No person shall carry or discharge firecrackers, rockets, or any other explosives within park boundaries. Firearms are prohibited with the exception of law enforcement personnel engaged in official duties.
16. No person shall possess or use any alcoholic beverages on District property except as allowed by a permit issued by the County Manager and with prior written approval of the District Director.
17. No person shall engage in fighting, threatening, or indecent language while on park property.
18. No person shall possess or use illegal drugs within the park boundaries.

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FIELDHOUSE SPECIAL EVENT POLICIES: amended January 23, 2019

Definitions:

1. **Special Event**: Any proposed activity that is deemed by the Fieldhouse Manager to be a non-traditional use of the Fieldhouse facility. Special Event reservations will be subject to additional review and more elaborate permitting requirements.

2. **Stakeholder**: Any team or organization within the Park City School District (PCSD) boundaries that utilizes District facilities and meets the criteria below. If a team or organization fails to meet any of these criteria, it will no longer be considered a stakeholder and will no longer be entitled to stakeholder consideration for facility use:
   a. At least seventy-five percent (75%) of the team or organization’s participants reside in the PCSD or attend PCSD schools.
   b. Stakeholders work toward equitable facility use for all organizations or teams through full attendance at periodic stakeholder organizational meetings, and through resolving problems on site.

3. **Private Groups, Local**: Groups comprised of citizens that reside within the combined jurisdictions of the District and the incorporated area of Park City.

4. **Private Groups, Out of Area**: Groups comprised of individuals residing outside the combined jurisdictions of the District and the incorporated area of Park City.

The Board shall adopt administrative fees from time-to-time to offset the costs associated with these policies and programs.

**Purpose**

The District Board established these policies for all persons and groups that use the Fieldhouse facilities for Special Events. The District may alter, change, and add any rules it deems necessary to provide the public and all citizens of the Snyderville Basin area high quality and safe facilities. Failure to follow these policies or any District policy could result in (1) the revocation of programs or special event privileges for the individual or group, (2) financial responsibility of the individual or user group for damages, and/or (3) the loss of use of any District facility.

**General Policies**

The District believes that it is in the best interest of all users to define scheduling priorities for use of the Fieldhouse.

1. Programs and special events sponsored by the District will take first priority. In accordance with CC&R’s of the Newpark Development, the District will utilize the Fieldhouse facility for a minimum of ten (10) days per calendar year for non-athletic events such as concerts and conventions.

2. Reservations for Stakeholder activities will take second priority.
   a. Stakeholder activities may be submitted on an ongoing basis and will be scheduled according to space availability and user history.
   b. Tournaments and qualified special events may be scheduled up to twenty-four (24) months in advance, in accordance with the special events application and polices set forth below.

3. Reservations for Local Private Groups (non-stakeholders) will take third priority. Scheduling requests may be submitted up to four (4) months in advance. Schedules will be confirmed within two (2) weeks of the time the reservation is submitted.

4. Reservations for Out-of-Area Private Groups will take fourth priority. Reservations for non-resident groups may be submitted up to three (3) months in advance. Schedules will be confirmed within two (2) weeks of the time the reservation is submitted.

5. Special Events Application and Review Policies.
   a. Applications for special events must be submitted no less than one hundred twenty (120) days prior to the day of the event.
   b. Applications will not be considered more than twenty-four (24) months in advance.
   c. The Fieldhouse Manager may reject the application if it is determined to be in conflict with historically high demand days, dates, and/or times when the facility is being used for its intended purpose in serving District constituents.
d. The application may be recommended for further review by the Fieldhouse Manager to the following:
   1. District Board
   2. Newpark Owner’s Association Review Committee
   3. Park City Fire District
   4. Summit County Planning for applicable permitting when a request is made for any of the following: temporary structures such as tenting, outdoor vendors, banners, exterior lighting, parking demand in excess of space available, and high traffic volumes.

e. A favorable decision on the application will not be made until the applicant has acknowledged that it is able to comply with all stipulations set forth in the review for the special event use.

6. A Fieldhouse special event application must be submitted for non-standard uses and the applicant may be subject to more extensive application submittals and additional fees.

   a. **Deposits:** Special events require a fifty percent (50%) deposit at the time of reservation confirmation.
   
   b. **Final Payment:** Final payment for the event is due forty-eight (48) hours prior to the event. Special final payment arrangements will be considered at the request of stakeholder groups reserving large blocks of time.

   c. **Cancellations:** If the applicant cancels a reservation seven (7) or more days prior to the date reserved, a full credit/refund will be issued. If a facility reservation is cancelled less than seven (7) days prior to the date reserved, only the deposit will be returned. Credits or refunds of the remaining fees will NOT be issued. If, due to unforeseen circumstances, a cancellation is initiated by the District, the reservation holder will be given a one hundred percent (100%) refund for that specific date or the District will provide a credit toward a mutually agreed upon future reservation.

7. Proof of local status is required for advanced reservations and to qualify for local user fees.

8. Reservations will be configured in one (1)-hour blocks. All groups are encouraged to arrive on time and leave the facility immediately following their scheduled time.

9. Person(s) or groups securing a reservation will be responsible for clean-up, breakage, damage or vandalism. An additional fee will be charged for damage or additional staff clean up as needed.

10. All non-profit organizations regardless of affiliation are subject to the same Private Group fees published in the District Fieldhouse Fee Schedule. The District does not consider fee waivers.

11. **Regulations.**

   a. **Hours of Use:** Fieldhouse hours established by the District shall be posted on site and on the District website. For reservations before or after posted operating hours, an extra staff charge will apply.
   
   b. **Supervision:** All person(s) or groups holding a reservation shall provide supervision at all times. Supervisors(s) must identify themselves as such to District personnel.
   
   c. **Conduct:** No person shall engage in fighting, riotous, threatening or indecent conduct or use any abusive, threatening, profane or indecent language while on Fieldhouse property. Verbal or physical abuse of District staff or coaches, referees, players, and spectators associated with the various users will not be permitted. Anyone violating this regulation will be asked to leave the grounds immediately.
   
   d. **Modifications:** Any modification to the facility must first be approved by the District, including but not limited to placement of soccer or lacrosse goals or setting up of any temporary structures.
   
   e. **Damage and clean-up:** The reservation holder shall require that all persons for whom it is responsible (coaches, players, spectators, and others) use the space in a safe, prudent, and responsible manner and only for its usual and intended purpose. The reservation holder shall leave the facility in a clean and orderly condition. All trash shall be disposed of properly.
   
   f. **Sponsorship:** The reservation holder shall not represent or imply that the District in any way sponsors, supports, or endorses the activity for which the facility is to be used without the express written consent of the District Director.
   
   g. **Concessions:** All concessions and fund-raising activities conducted on or adjacent to rented facilities shall be subject to licensing and permitting through Summit County.
h. **Alcohol:** No person shall possess or use any alcoholic beverages within the Fieldhouse except as allowed by a permit issued by the Summit County and with the prior written approval of the District Director.

i. **Drugs:** No person shall possess or use any illegal drugs on Fieldhouse property.

j. **Pets:** No pets allowed unless permitted by special event.

k. **Noise:** The reservation does not grant permission to amplify sound or music unless approved by District staff. Events shall not violate the Summit County Noise Ordinance.

l. **Parking:** Parking is not exclusive to Fieldhouse reservation holders.

m. **Lost and Found:** The District is not responsible for personal property that is lost or stolen. A “lost and found” is maintained at the Fieldhouse front desk. Items will be kept a maximum of thirty (30) days.

Events that expect large traffic volumes should plan to provide traffic/parking management.

It is the applicant’s responsibility to contact agencies that may be involved in the permit, inspection, sales, convenience, or assistance process connected with the event. Those agencies may include, but not be limited to: Park City Fire Service District, Summit County Planning Department, Summit County Health Department, Summit County Sheriff, Summit County Commission, and Alcoholic Beverage Control Commission.

Applicant/organization must provide a certificate of insurance to the District prior to using the Fieldhouse. The insurance certificate endorsement must list the District as an additional insured and provide coverage for a minimum of two million dollars ($2,000,000) per occurrence and forty-five million dollars ($45,000,000) general aggregate. Such endorsement shall provide that such insurance coverage is primary and not contributory to any insurance policy maintained by the District. This insurance requirement will not apply to small groups hosting birthday or similar parties with twenty-five (25) participants or less. All applicants/organization, regardless of size, must indemnify, defend and hold the District, its officers and employees harmless from any and all claims, losses, costs (including attorneys’ fees) and other liability because of injury to persons or property arising as a result of or in connection with applicant/organization’s use of the facilities except to the extent such claims, losses, costs and other liability result solely from the negligent acts or omissions of the District.

The person signing for the applicant must be authorized to bind its organizations. The applicant will inform its organization officials of the terms of this permit and shall require them to abide by its terms. Any amendment, modification, termination, or rescission affecting the permit shall be made in writing and signed by the parties. The applicant/organization shall not assign or transfer any rights under this permit without first obtaining the prior written consent of the District.

The applicant/organization acknowledges that the District’s responsibility in scheduling the Fieldhouse is solely to provide coordination between reservation holders. The District will make every attempt to provide unencumbered times for use during the reservation period.

The applicant/organization must agree to follow all District Fieldhouse Policies. The applicant/organization must acknowledge receipt and understanding of the District’s Fieldhouse Policies, and accept responsibility for informing agents of the applicant/organization of their content. It is understood that the information received may be changed or replaced by other policies and procedures that the District may adopt in the future.

Applicant must assume complete responsibility for individuals involved with the applicant/organization (whether employees or volunteers).