MINUTES
SUMMIT COUNTY
BOARD OF COUNTY COUNCIL
WEDNESDAY, JANUARY 23, 2019
SUMMIT COUNTY COURTHOUSE
COALVILLE, UTAH

PRESENT:

Roger Armstrong, Council Chair
Doug Clyde, Council Vice-Chair
Chris Robinson, Council Member
Kim Carson, Council Member
Glenn Wright, Council Member

Tom Fisher, Manager
Janna Young, Deputy Manager
Dave Thomas, Chief Civil Deputy
Margaret Olson, Attorney
Kent Jones, Clerk

The Council was called to order at 1:05 p.m.

Work Session

Interview applicants for vacancy on the Park City Fire Service District Administrative Control Board

The Council interviewed Jennifer Gardner, Duncan Silver, Michael Howard, and Melissa Marsted for one position on the Park City Fire Service District Administrative Control Board. The term of Michael Howard expired December 31, 2018 and he is re-applying for a third term.

Closed Session – Personnel and Property Acquisition

Council Member Wright made a motion to convene in closed session to discuss personnel. The motion was seconded by Council Member Robinson and passed unanimously, 5 to 0.

The Summit County Council met in closed session from 2:11 p.m. to 2:23 p.m. to discuss personnel. Those in attendance were:

Roger Armstrong, Council Chair
Doug Clyde, Council Vice-Chair
Chris Robinson, Council Member
Kim Carson, Council Member
Glenn Wright, Council Member

Tom Fisher, Manager
Janna Young, Deputy Manager
Dave Thomas, Chief Civil Deputy
Annette Singleton, Executive Assistant

Council Member Robinson made a motion to leave session to discuss personnel and convene in closed session to discuss property acquisition. The motion was seconded by Council Member Carson and passed unanimously, 5 to 0.
The Summit County Council met in closed session from 2:23 p.m. to 3:10 p.m. to discuss property acquisition. Those in attendance were:

**Roger Armstrong, Council Chair**
**Doug Clyde, Council Vice-Chair**
**Chris Robinson, Council Member**
**Kim Carson, Council Member**
**Glenn Wright, Council Member**

**Tom Fisher, Manager**
**Janna Young, Deputy Manager**
**Dave Thomas, Chief Civil Deputy**
**Annette Singleton, Executive Assistant**
**Margaret Olson, Attorney**

Council Member Robinson made a motion to dismiss from closed session to discuss property acquisition and convene in open session. Council Member Carson seconded with all voting in favor, 5-0.

Council Member Clyde was excused for the remainder of the meeting.

**Pledge of Allegiance**

**Legislative update; Kim Carson and Janna Young**

Janna Young, Deputy Manager, and Council Member Carson reviewed the following staff report regarding the 2019 Legislative Session. They will continue updating information weekly during the next 45 days that includes monitoring of bills, UAC and lobbyist positions, and the working group review of activity at the State Capitol.
STAFF REPORT

To: Summit County Council
From: Janna Young, Deputy County Manager
Date of Meeting: January 23, 2019
Type of Item: Weekly Legislative Update
Process: Work Session

During the 2019 general session of the Utah State Legislature, staff, along with Councilmember Kim Carson, will provide the County Council weekly updates on the issues and activities the county is monitoring at the State Capitol.

Requested Council Action
None.

Background
Next week, on Monday, January 28, 2019, the general session of Utah’s 63rd legislature begins and will run until Thursday, March 14, 2019. Over the next 45 days, Summit County’s internal legislative working group will track activity at the State Capitol.

The County’s legislative working group is comprised of the County Assessor, Auditor, Clerk, (2) Councilmembers, Recorder, Treasurer, Health Department Director, Chief Financial Officer, Community Development Director, Economic Development Director, Transportation Planning Director, County Manager, Deputy County Manager, and representatives from the County Attorney’s Office and Sheriff’s Office.

This group will meet weekly to monitor bills, share information, decide county positions on legislation, participate in Utah Association of County’s (UAC) weekly policy and legislative coordinating meetings, work closely with the county’s House and Senate members and the county’s lobbyist on issues, attend committee meetings, and potentially testify before committees, if appropriate.

Each week at the County Council meeting, Councilmember Kim Carson, Deputy County Attorney, Jami Brackin, and Deputy County Manager, Janna Young will report to the Council on these activities, and request input on issues and support for proposed county positions on bills.
2019 Legislative Session

Expectations
While it is difficult to predict the tone and tenor of the legislative session at this point in time, we can expect it to be another busy session with hundreds of bills introduced and passed.

Additionally, both the House and Senate elected new members of their leadership team after the November elections. All of these individuals come from the homebuilders and development community, so we expect legislation involving property rights, taxes, and other issues impacting our Community Development Department.

We also expect the Legislature to look at bills making changes to the ballot initiatives passed by voters this past November, such as Proposition 2, regarding medical cannabis, and Proposition 3, involving Medicaid expansion.

This will also be a big year for infrastructure investments. The State has over a billion dollars in surplus and is talking about appropriating around $500 million of that in transportation infrastructure projects. Summit County is interested in acquiring some of this funding for a transportation solution for Kimball Junction.

Summit County’s Proactive Initiatives
Unique this legislative session is a number of bills Summit County is directly and proactively working on with lawmakers. These are:

1. **Water Quality** (Sponsor: Rep. Wilde): Addresses the public health challenge of failing septic systems and the downstream effects of water contamination. The bill would allow for the creation, in limited circumstances, of involuntary tax assessment areas that will be used solely for the purpose of preserving water quality when current septic practices have been shown to be impacting the overall water quality of an area. The effort involves UAC, health departments and water districts.

2. **100% Net Community Renewable Energy** (Sponsor: Rep. Handy): This is a joint effort with Rocky Mountain Power, Park City Municipal Corporation, and Salt Lake City on legislation to enable the utility company to enter into a renewable energy program with a municipality or county without shifting costs or benefits of the program to nonparticipating customers (UAC supports).

3. **Oil and Gas Amendments** (Sponsor: Rep. Wilde): Modifies oil and gas provisions adopted during the 2018 general session (S.B. 191) to address
concerns Summit County raised affecting our ability to regulate subsurface pipelines (UAC supports).

**Notable Dates**
- January 28th - Legislative Session Begins
- Every Thursday During Session – UAC Legislative Committee Meetings (10am, Olmstead Room in Senate Building)
- February 13th - County Officials Day on the Hill
- March 14th - Last Day of the Session
- May 14th - Normal Effective Date for Bills

**Engagement, Access and Transparency**
Interested citizens can watch Utah’s 2019 legislative session in real time or access archived materials through the Legislature’s online tool. To access this tool, go to [https://le.utah.gov/](https://le.utah.gov/) and click on the “calendar” button. Click on the desired meeting and the committee webpage will have links to materials and the audio/video recording.

Additionally, the Legislature’s website allows citizens to sign up to follow individual bills and receive email alerts whenever action is taken on the measure. To sign up for alerts, go to [https://le.utah.gov/](https://le.utah.gov/); click on the “Bills” tab at the top of the page. Then either perform a bill request or keyword search. Once locating the desired bill, click on either the “Track this” or “Email notification” button underneath the photograph of the bill sponsor.

The website for each individual bill also provides the bill text, status information, audio/video of any committee hearings or floor debate, and details on the bill sponsor.

**Bills/Issues the County is Monitoring**

Based on the bills that have been released to the public as of the date of this staff report, combined with information provided by UAC’s legislative team, Summit County is currently following the below issues:

**Sales Tax Amendments:** Leadership is looking at modifying the 1% sales tax distribution formula from point of sale to population. This would severely negatively impact Summit County as we would lose a substantial amount of revenues. These sales tax monies help us mitigate the impacts of tourism in the county without burdening our residents.
Medicaid Expansion (Proposition 3): The Legislature is looking at how to expand Medicaid based on what voters approved this past November but is trying to utilize commercial entities to partner in the costs.

Proposed Changes to Elected County Offices: Several bills are expected to be introduced this session that would dramatically change the county elected system. These bills would try to depoliticize some county elected positions or remove many elected offices by making some or all positions non-elected except for the county commission or council (Sponsors: Representatives Wilde, Nelson, and Watkins).

Indigent Defense: A proposal to expand the program to all minors is under consideration. UAC is working at getting the state to cover the costs of this expansion.

Personal Property Tax Amendments: This resolution aims to significantly address some of the administrative burdens that have been raised in recent years by business owners, while also maintaining a healthy, diversified tax base between real and personal property.

Election Code Amendments: Sections of code existing within elections law are insufficient and lacking clarity. UAC wants to explore the areas pertaining to voter and candidate challenges, and the definition of residency to see what improvements can be made to avoid confusion and provide transparency for elected officials administering elections.

R.S. 2477 State Funding: Kane County was scheduled to be in court in February for the R.S. 2477 case but because of the government shutdown, the case has been cancelled with no idea of when it will be rescheduled. R.S. 2477 involves 21 counties that have litigation on the matter of what roads are county roads and what roads are federally controlled and who has rights-of-way on federal public lands. The State of Utah has made it known that they support our counties in this fight and have in the past provided 75% of the cost for outside legal expenses until last June. For whatever reason the funds stopped so UAC has created a resolution asking for this funding from the state to continue.

Survey Monument Preservation: County surveyors are pushing for changes in state code to help them better protect both private and public lands.

Recording Fee Standardization: In an effort to maintain best standards and eliminate confusion, this legislation would establish a standardized fee statewide for title companies, lenders and other related partners of $45 for all single page documents that need to be recorded in the county.
Homeless Shelter Funding in Rural Counties: 3rd-6th class counties have previously been excluded from homeless resource funding. Legislation is being introduced that would allow qualifying shelters to be included in both the homeless resource fund and the homeless mitigation fund to help with law enforcement, clean up, and other costs incurred by counties.

Jail Contracting Rate: This effort would increase jail contracting rates in the state by an additional $3 per day in order to maintain critical programming within the jails as the prison population is changing and becoming more complex.

County Classification Change Moratorium: Due to major changes in the population in Utah, many counties are on the cusp of moving into a new county classification that would subject them to new laws and standards. This bill would place a moratorium on those classification changes to allow for a comprehensive analysis of current classifications and a deliberative evaluation of the current laws surrounding this issue to fully understand all the impacts for affected counties.

Convene as the Governing Board of the Snyderville Basin Special Recreation District

Council Member Wright made a motion to convene as the Governing Board of the Snyderville Basin Special Recreation District. Council Member Carson seconded and all voted in favor, 4-0.

Discussion and possible adoption of amendments to the District’s Policies and Procedures, Personnel Policies and Operational Policies; Brian Hanton, Megan Suhadolc and Melissa O’Brien

Brian Hanton, District Director, Megan Suhadolc, District Administrator, and Melissa O’Brien, Planning and Legal Affairs Manager, reviewed the following proposed policy changes for the Snyderville Basin Special Recreation District for 2019. Language changes are submitted for the District’s Policies and Procedures, Personnel Policies, and Operational Policies with a recommendation of approval.
To: Summit County Council

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

Date: January 17, 2019

Re: 2019 Proposed Policy Changes

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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. Policies and Procedures and Operational Policies are publicly available on the District’s website. Personnel Policies are available on the District’s internal employment website.

On January 16, 2019, the District Board voted to forward a positive recommendation to the County Council to approve the proposed changes as described below.

Discussion
Staff’s requested modifications are intended to better align the policies to District operations. This memorandum is accompanied by redlined versions of the policies with the requested language.

District Policies and Procedures
Staff is recommending the following changes to the District Policies and Procedures.

1. Chapter 2, Article II, Section 4 (Administrative Control Board Rules & Regulations, Purposes and Authority of the Administrative Control Board): The word “annually” was struck from the Board’s assessment of the appropriateness and effectiveness of the District’s facilities, programs, activities and services as they related to the needs of District residents.
2. **Chapter 6, Section II.C (Special Service District Advisors, Advisors, Independent Auditor):** Language was made more general but yet ensures that the District will follow the Procurement Policies should it decide to change auditors.

3. **Chapter 8 (Board/Staff Relationship B/SR):** Significant changes were made to this Chapter to bring the monitoring and evaluation of the District Director in line with the Performance Evaluation Program used by the County and District. While not identical, the new language allows for metrics to be set by the Board, that may be informed by the Ends and Executive Limitations. Timing of monitoring has been changed to allow for a complete evaluation to be conducted in December. In addition, language regarding what constitutes monitoring data has been struck to allow for more flexibility. Merit increase and bonuses shall be at the discretion of the Board.

4. **Chapters 9 and 10 (Executive Limitations and Ends):** While the Executive Limitations and Ends have remained the same, the monitoring methods and frequencies have been deleted. The Executive Limitations and Ends will inform the District Director’s evaluation when appropriate. In addition, EL-2 concerning Emergency District Director Succession has been made more specific at the request of the Board.

5. **Chapter 9, EL-10, 11 (Executive Limitations, Communication and Support to the Board):** Language has been made consistent with **Chapter 4, Section V.E (Open and Public Meetings, Minutes, Approval of Minutes)** concerning the timing of Board meeting minutes.

**District Personnel Policies**
Throughout the Personnel Policies, “full-time” was amended to read “merit” where appropriate.

1. **Section 4.B (Position Management, Job Description):** Language was changed to provide that full-time positions would be reviewed by the Personnel Committee.

2. **Section 5.F (Hiring for New and Vacant Positions, Hiring Procedures):** Language was added to clarify that vacancies for only merit positions would be posted internally prior to open recruitment. A section was added to better explain the timing of background checks and instructions for pre-employment drug screening. Specifically, background checks are conducted and instructions for pre-employment drug screening are provided in the conditional offer of employment as opposed to before extension of such.

3. **Section 6.G (Employment Status, FLSA Exempt Employees):** Staff combined subsections 2.a and 2.b to eliminate redundancy.

4. **Section 7.I (Personnel Actions, Transfer):** Language was struck that would require posting an internal job opportunity with the Summit County Personnel Department.

5. **Section 8.C (Compensation, Initial Appointment):** “First-step” was changed to “range minimum,” and “step” was changed to “amount” to be more in line with the District’s salary structure.

6. **Section 8.N.2 (Compensation, Performance/Incentive Awards & Bonuses: Instant Bonus Program):** Language consistent with that used in the County Personnel Policies was
inserted to allow for nominal bonuses to be awarded to part-time and seasonal employees throughout the year.

7. **Section 9.D (Fringe Benefits, General Group Insurance Programs):** Language already covered in Section 9.B. was deleted.

8. **Section 9.F.5 (Fringe Benefits, Vacation):** Language was added to clarify that unused vacation leave may be carried over to the next anniversary year (not calendar year).

9. **Section 9.F.9 (Fringe Benefits, Vacation, Vacation Advance):** Language was added to allow the District Director to approve a vacation advance exceeding one-half of vacation earned in one calendar year and allowing an employee to go into the negative at year end.

10. **Section 9.I.5 (Fringe Benefits, Holiday Leave):** A section was added to allow for shift adjustment compensation for part-time non-benefitted, seasonal, and temporary employees working on enumerated holidays. Holiday Pay was changed to Holiday Leave Pay for full-time employees to distinguish the two categories.

11. **Section 9.K (Fringe Benefits, Parental Leave):** The entire Maternity Leave section was replaced by the Parental Leave policy as adopted by the Council in 2018. Certain changes have been made to fit District operations.

12. **Section 9.O (Fringe Benefits, Retirement):** In response to the District's recent URS Compliance Review Report, two sections have been added.

13. **Section 10.A.6 (Reimbursement for Expense, Travel, Meals):** Language has been added to provide that requests for meal per diem shall be submitted to Payroll at least two weeks prior to the trip.

14. **Section 11.E (Work Hours, Meal Periods):** Language was clarified that an unpaid meal period of up to two hours may be taken with approval from the department manager.

15. **Section 11.G (Work Hours, Stand-By):** Language was changed to clarify the District's interpretation of on-call.

16. **Section 12.G (Productive Work Environment, Sexual Harassment):** The reference was struck as confusing.

17. **Section 12.H.6 (Productive Work Environment, Drug Free Work Place):** Language was added to be consistent with changes proposed by the County's Personnel Department to cover employees attending events on District property during their private (non-working) time where alcohol may be permitted.

18. **Section 13.C.3 (Disciplinary Procedures, Types of Discipline, Suspensions):** Language was added to limit suspensions to up to thirty calendar days, as opposed to thirty working days.
19. **Section 18.D (Communications, Social Media):** Language was changed slightly to account for the fact that the District does not currently have any social media guidelines outside of the Personnel Policies.

20. **Definitions:** A definition of Immediate Family was added for purposes of using sick time only. The definition of Salary Increase was changed slightly to account for differences in the District’s salary structure.

In addition, a number of changes were made to the Personnel Policies based on changes suggested at the County level to clarify benefits for seasonal employees. Specifically, such changes will disqualify seasonal employees from medical benefits. Those changes can be found at:

1. Section 6 Employment Status, H (Seasonal Employees)
2. Section 9 (Fringe Benefits), A (Qualifying Employees)
3. Section 9 (Fringe Benefits), B (Group Health Insurance)
4. Definition of Qualifying (Qualified) Employee

**Operational Policies**

**Chapter 1 General District Operational Policies**

1. **Cancellation Policies:** This policy used to be titled Refund Policies, but we opted to change the name to signify the District’s preference for the use of credits, as opposed to refunds. The policy has been changed significantly based on operations. It also seeks to eliminate redundancy and ensure consistency.

**Chapter 2 Parks Policies**

1. **Bounce House/Inflatables:** The aggregate insurance requirement was increased to make consistent with requirements in other policies.

2. **Tennis and Pickleball Instruction:** The mention of courts was made more general to address sensitivities.

**Chapter 3 Fieldhouse Policies**

1. **Fieldhouse Use:** The cancellation policy has been changed to make consistent District-wide.

2. **Fitness Pass Policy:** Language was added to make clear that no fee increase outside the approved fee range will be applicable until expiration and notice has been given.

3. **Personal Trainer Policy:** Private swim instruction has been added to this policy to address lessons in the pool.

4. **Tennis and Pickleball Instruction:** An identical policy to that used in the Parks has been added to the Fieldhouse policies as instruction takes place on the indoor courts.
5. **Benefits Available During Active Employment with the District:**
   a. A clarification was added to address questions that have arisen for fitness instructors.
   b. A definition of child was added for clarity.
   c. Language was added to fitness program privileges for board members that had inadvertently been omitted.
   d. Language was added to clarify that a reduced cost is offered only if spaces are available after patron registration.

**Chapter 4 Special Event Policies**

1. **Park Room Rental:** Information regarding Cancellation has been deleted as it is now addressed in the Cancellation Policies.

2. **Pavilion Rental:** Information regarding Cancellation has been deleted as it is now addressed in the Cancellation Policies.

3. **Fieldhouse Special Event Policies:** Language regarding cancellation has been changed to make consistent with new Cancellation Policies.

**Proposed Motion:**
Approve the changes to the Snyderville Basin Special Recreation District’s Policies and Procedures, Personnel Policies, and Operational Policies.
PERSONNEL
POLICIES

Sections With
Proposed
Changes
January 23, 2019
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:**
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. Based upon obtained information, the District Director or their designee shall prepare the description in approved format for finalizing. The District Director may utilize the Personnel Committee to review and finalize the description for full-time positions. All job descriptions shall be reviewed and approved by the Board. 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 head.

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 Department.

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
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:
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. 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 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.

   b. a. Necessary background check information and required medical information.
e.b. All notes, scores, or other documentation created and or received during the interview process.

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

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

Time and location for the finalist’s pre-employment drug screening test.

7. Included in the conditional offer of employment to the finalist, the District Administrator will:
   a. Require the necessary background check information and required medical information be submitted.
   b. Provide the instructions Time and location 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 department 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:**
All full-time **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 twenty-nine (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 head’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. Part-time employees will not be paid for overtime unless the total number of hours worked in a standard work week exceeds forty (40).

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

c. 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.

d. 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:
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—and would be considered "Qualified Employees" under Section 9 of these policies. 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. Promotion:
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:**

Full-time 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 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.

G. **Defacto Resignation:**

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 head.

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 restatement/rehired employee shall be required to observe the waiting period before being placed on the District’s offered insurances. 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:
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. The District shall also post with the Summit County Personnel Department—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.

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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**
   All initial appointments to classes assigned to the wage scale in the compensation plan should be at the first step 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 step 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 retained as required by law.

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. 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, 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 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. **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 Manager. 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.

N. Performance/Incentive Awards & Bonuses
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.

1. 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 individuals 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.

   d. 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. 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.

2. **Award Restrictions:**
   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.

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.

O. **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
As used in this Section, Qualifying Employees are defined as "all full-time employees (including Seasonal full-time employees) and part-time employees working more than 30 hours per week (1560 hours annually) or more." 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
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 (including full-time 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**

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.

1. Dental insurance for all full-time annual employees is optional.

2.1. Additional District approved insurances are available options for full-time annual employees participating in the District’s benefit program.

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 full-time annual employee’s forty (40) hour workweek.

F. **Vacation**

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 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:

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

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 one hundred (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 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 department head 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.

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

- New Year's Day: January 1st
- Martin Luther King Jr. Day: 3rd Monday in January
- President's Day: 3rd Monday in February
- Memorial Day: Last Monday of May
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**: 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:

<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>Memorial Day</td>
<td>Last Monday in 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>Thanksgiving Day</td>
<td>4th Thursday in November</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>December 25th</td>
</tr>
</tbody>
</table>

   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.

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

5.7. 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 juror 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 Maternity Leave**

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.

An employee who becomes pregnant may continue working until such time as they can no longer satisfactorily perform their duties or their physical condition is such that their attending physician deems continued employment to be hazardous to the employee’s health or the health of the unborn child.
1. Paid sick leave or Family & Medical Leave without pay, which is available to cover the time for physical examinations and periods of incapacitation, will be available to the pregnant employee for the same purpose.

2. Leave granted for maternity purposes shall be allowed on the same basis for which sick leave or Family & Medical Leave without pay is granted.

3. Employees who have exhausted all accumulated sick leave shall be granted Family & Medical Leave without pay for maternity purposes. Family & Medical Leave with out-pay shall run concurrently during any disability but shall begin the first day the employee is not able to work. Employees desiring extended leave due to "pregnancy disability" shall receive it on the same basis as any other disability.

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 one hundred and twenty (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 American's 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 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 heads 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-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.

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

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1 Section 9.N.8 was amended on July 19, 2017.
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**

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 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.**

5.7. **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**

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 full-time 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**

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 11 - WORK HOURS

A. Normal Work Day
District administrative offices shall be open to the public from 8:30 a.m. through 5:00 p.m. Monday through Friday. The normal work day for administrative personnel will consist of eight (8) hours of work with an unpaid one-half (1/2) hour meal period.

B. Work Week
The work week begins on Monday morning at 12:00 a.m. and ends on Sunday evening at 11:59 p.m.

C. Attendance
An employee unable to report for duty on a work day shall notify their immediate supervisor of the fact no later than one (1) hour after the beginning of work.

D. Show up Pay
An employee who during a normal work day shows up for work and is sent home before any time is earned, will receive a minimum of one (1) hour straight time pay. Any employee who is called to work on a day off and is then sent home before any time is earned will receive a minimum of one (1) hour straight time pay.

E. Meal Periods
The normal work day shall consist of an unpaid one-half (1/2) hour meal period. Employees may take up to a two (2) hour unpaid meal period upon approval of the department manager. No lunch period shall be used to shorten the work day to something less than eight (8) hours, nor be used to accrue overtime or compensatory time, unless specifically authorized by the department manager and/or District Director.

F. Rest Periods
Two (2) ten (10) minute rest periods are allowed to employees daily, usually one in the middle of the first four (4) hour block of the work day and the second in the second four (4) hour block, the last half of the work day. The timing of the ten (10) minute rest periods are optional and generally, must be approved by the supervisor. No unused ten (10) minute rest period may be used to shorten the work day.

G. Stand By
A District employee who is required to remain on call on the District's premises or so close thereto that they cannot use the time effectively for their own purposes is working while "on call". An employee who carries a pager or cell phone and is not required to remain on the District's premises but is merely required to leave word at their home, with the District Director, department manager or their immediate supervisor where they may be reached is not considered entitled to "on call" pay.
H. Call Out
An employee who is called out, will receive a minimum of one (1) hour straight time pay. Any employee who is called to work on a day off will receive a minimum of one (1) hour straight time pay.
SECTION 12 - PRODUCTIVE WORK ENVIRONMENT

A. General Conduct
The very nature of governmental service makes public relations one of the most important aspects of the job. The quality of our interactions impacts all employees of the District and the public perception of the District as a whole. Employees are to take every opportunity through the course of performing their job to create "good will" with the public. Employees are required to be courteous and show understanding in spite of the difficulty of situations which may arise. Reports of a negative nature will be investigated by supervisors, and disciplinary actions could result.

1. Employees are expected to apply themselves to their assigned duties during the full schedule for which they are being compensated.

2. Employees are expected to make prudent and frugal use of District funds, equipment, building, and supplies.

3. Employees are expected to observe work place rules.

4. Employees are to report conditions or circumstances that would prevent them from performing their jobs effectively or completing assigned tasks.

5. Employees are expected to practice dress and grooming habits which are consistent with the District’s purpose and beneficial in promoting a favorable public image. The District Director is responsible for determining what creates a professional business environment in their department.

6. — Appearance. —The District reserves the right to expect its employees to present a favorable impression during any contact with the public. Employees are expected to maintain a neat and clean personal appearance. Standards of dress shall be appropriate to the job and the tasks to be accomplished. All employees have been issued uniforms to be worn at all times when working or representing the District. If employees have an article of clothing they would like to wear as the uniform and said article is deemed suitable by the District Director, the District will pay to have the logo embroidered on the article of clothing owned by the employee.

B. Outside Employment
District employment shall be the principal vocation of full-time employees. An employee may engage in outside employment, receive honoraria, or paid expenses, subject to the following conditions:

1. The outside employment must not interfere with efficient performance of the employee’s District position. In the event the District Director determines that
the outside employment is interfering with the employee's District position, the District Director shall notify the employee in writing that the outside employment must cease.

2. The outside job must not conflict with the interests of the employee's department or the District.

3. The outside employment must not be the type that would reasonably give rise to conflicting interests or duties.

4. The employee is required to sign a statement concerning outside employment, notify the District Director, and gain approval for acceptable outside employment annually.

5. If the District Director determines that either the employment or payment could reasonably present a real or potential conflict of interest, the District Director shall deny permission. The District Director's decision may not be grieved. Failure to notify the employer and to gain approval is grounds for disciplinary action. Employees may jeopardize their employment with the District through unsatisfactory performance reviews affected by outside employment.

C. Conflict Of Interest
Employees shall not use their District positions or any influence, power, authority, confidential information derived there from, or District time, equipment, property, or supplies for private gain. Employees shall not receive outside compensation for their performance of District duties except in cases of:

1. Awards for meritorious public contribution publicly awarded.

2. Receipt of honoraria or expenses paid for papers, speeches, or appearances made by employees with the approval of the department head, or on their own time for which they are not compensated by the District, nor prohibited by these rules.

3. Receipt of usual social amenities, ceremonial gifts, or insubstantial advertising gifts as established by state law (See Section 17, Paragraph B). When an employee's responsibilities require an action or a decision which could be interpreted as a conflict of interest, the employee shall declare the potential conflict. The District Director may then determine and notify the employee of the status of the potential conflict, either approving of the activity or listing the objections of the District.
D. Non-competition
The District has an interest in preserving the integrity of information created, received or kept as part of its governmental business and processes. As a result, any employee who is separated from the District shall be prohibited from using information classified as private, controlled or protected, and gained during their employment, in any manner which may be contrary to law or adverse to the District when representing their private interests after separation. Further, in order to protect the integrity of the process and to ensure equitable treatment to all persons dealing with the District, former employees who, as part of their District duties, worked with or assisted any group, individual or entity in achieving benefits from the District, shall not privately represent or assist those same groups, individuals or entities, in District matters, for a period of at least six (6) months after separation from the District.

E. Political Activity
Except as otherwise provided by law or by rules and regulations promulgated by the State of Utah or the federal government for federally aided programs, District employees may voluntarily participate in political activity subject to the following provisions:

1. No person shall be denied the opportunity to become an applicant for a position by virtue of political opinion or affiliation.

2. No person employed by the District may be dismissed from service as a result of political opinion or affiliation.

3. An employee may voluntarily contribute funds to political groups and become a candidate for public office. The intent of this provision is to allow the individual freedom of political expression, and to allow employees to serve as county party officers and as state or county delegates.

4. No employee may directly or indirectly coerce, command, advise or solicit any employee covered under the personnel system to pay, lend, or contribute part of their salary or compensation or anything else of value to any party, committee, organization, agency or person for political purposes. No supervisor, department manager, employee or the District Director, whether elected or appointed, may attempt to make any officer's or employee's employment status dependent upon the employee's support or lack of support for any political party, committee, organization, agency, or person engaged in a political activity.

5. No employee may engage in any political activity during the hours of employment nor shall any person solicit political contributions from District employees during hours of employment. Nothing in this section shall preclude voluntary contributions by a District employee to the party or candidate of the
employee's choice.

6. Nothing contained in this section shall be construed to permit partisan political activity by any District employee who is prevented or restricted from engaging in such political activity by the provisions of the Federal Hatch Act.

F. Discrimination Based on Protected Categories

1. Discrimination in any form is a serious offense which will not be tolerated.

2. Employees may use the HOTLINE AT 435-336-3050 for any complaints. If this method is used, the caller must be specific as to who is involved, the date and time of the occurrence(s). Please see paragraph 5 below.

3. Discrimination based on a protected class is defined as discrimination of any person because of race, color, religious creed, sex, national origin, age, military status, disability (including breast feeding and/or pregnancy), sexual orientation, gender identification or any other factor protected by law.

a. Examples of discrimination may include but are not limited to:
   i) Using racial and ethnic slurs or offensive stereotypes and making jokes about these characteristics,
   ii) Recruiting or hiring practices,
   iii) Promotion opportunities, and
   iv) Adverse employee actions.

4. Discrimination may result in disciplinary action up to and including termination of employment.

a. Employees or officials who willfully report a false claim may be subject to disciplinary action.

5. Reporting and Investigating Claims:

a. If an employee believes they have been subjected to discrimination, they should:
   i) Make a written record of the date, time and nature of the incident, and the names of any witnesses,
   ii) Report the incident immediately to any of the following: a
supervisor in the employee's chain of command, the District Director, the Personnel Director, or the County Attorney's Office, Civil Division.

iii) All incidents must be reported regardless of their seriousness. There shall be no retaliation against an employee who in good faith reports an incident of discrimination or against anyone who provides information about violations. Complaints may be submitted by any individual irrespective of whether the complainant was personally subjected to the offending behavior.

b. Supervisors who knowingly allow or tolerate any discrimination are in violation of this policy and are subject to disciplinary action up to and including termination of employment. Supervisors must deal quickly and fairly with allegations of discrimination whether or not there has been a formal complaint. They are responsible to:

i) Make sure the District's policy is communicated to employees; and

ii) Any complaint shall be immediately reported to the Personnel Director so that the matter can be investigated.

c. The Personnel Director, or their designee, will conduct a fair and impartial review of the discrimination complaint. All such complaints will be handled with as much confidentiality as possible in order to encourage reporting and to protect the privacy of the parties.

d. An employee accused of discrimination and facing disciplinary action shall be entitled to receive notice of charges, the evidence to be used against them, and an opportunity to respond before disciplinary action may be taken.

6. Resolution.

a. The complainant shall be notified if any disciplinary action has been taken or not taken as a result of the official complaint. If either party to the complaint is not satisfied with the action taken or not taken, they may file a written appeal with the Administrative Control Board through the Personnel Director within ten (10) working days of receiving official notification of the case resolution from the District Director or Personnel Director.

b. If the complainant is not satisfied with the Board's decision, they
have a statutory right to request an investigation by the Utah Division of Antidiscrimination and Labor.

G. Sexual Harassment
The giving or withholding of job benefits based on the granting of sexual favors and any behavior or conduct of a sexual or gender based nature which is demeaning, ridiculing or derisive and results in a hostile, abusive, or unwelcome work environment constitutes sexual harassment. (See paragraph 7 below.)

Employees may use the HOTLINE AT 435-336-3050 for any complaints. If this method is used, the caller must be specific as to who is involved, the date and time of the occurrence(s). Please see Paragraph 8, subparagraph b-1.

It is the Policy of the District that:

1. Unlawful discrimination/harassment of coworkers of any type, on or off duty, based on sex/gender, subtle or otherwise, shall not be tolerated and violators will be subject to disciplinary action up to and including termination.

2. Retaliation or reprisals are prohibited against any employee who opposes a forbidden practice, has filed a charge, testified, assisted or participated in any manner in an investigation proceeding or hearing under this policy.

3. False or bad faith claims regarding sexual harassment shall result in disciplinary action against the accuser.

4. An employee accused of sexual harassment and facing disciplinary action shall be entitled to receive notice of charges, the evidence to be used against him, and an opportunity to respond before disciplinary action may be taken.

5. Records and proceedings of sexual harassment claims, investigations, or resolutions are confidential and shall be maintained separate and apart from the employee's personnel file.

6. All employees, supervisors and management personnel shall receive training on the sexual/gender harassment policy and grievances procedures during orientation and annually during in service training.

7. Prohibited Conduct: Any deliberate, unwanted, or unwelcome behavior of a sex/gender based nature, whether verbal, non-verbal, or physical is prohibited. There are two major categories of sexual/gender harassment:

   a. Quid Pro Quo: the granting or conditioning of tangible job benefits on the grant of sexual favors, and

   b. Creating a hostile or unwelcome work environment: creation of a
hostile work environment can occur through any or all of the following general means:

1) Level One: Sex Role Stereotyping
   a) Assignments made or denied solely on the traditional historic perceptions regarding the types of jobs that specific gender may/should perform.
   b) Comments or written material reinforcing traditional historic perception regarding gender.

2) Level Two: Gender Harassment/Discrimination
   a) Intentional or unintentional behavior/conduct of a visual, verbal, nature directed at a specific gender which is demeaning, ridiculing or derisive of that gender.
   b) Creating an environment that demonstrates a demeaning, ridiculing or derisive attitude toward a specific gender.

3) Level Three: Targeted or Individual Harassment
   a) Intentional behavior predicated on gender or expressing sexuality which is directed at a specific group or individual.
   b) Offensive conduct may be verbal, visual or physical and includes unwanted physical touching.

4) Level Four: Criminal Touching
   a) The intentional unwanted touching of the breasts, buttocks, or genitals of another.
   b) Forcible sexual abuse.

8. Any employee who is being sexually harassed or who has personal knowledge of clearly offensive conduct may address the issue either through the formal or informal processes described below.
   a. Informal Process: Employees who are experiencing an unwelcome or hostile work environment at levels 1-3 as described above may, if they so desire, choose to address that unwelcome behavior/conduct informally by notifying the individual responsible for the behavior that
the behavior is objectionable, that the conduct/behavior is unwelcome and that future similar behavior will result in a formal complaint.

b. Employees experiencing sexual harassment at this level are not required to use the informal process and may file a formal complaint if they so desire.

1) This notification may be: orally in person; in writing signed or unsigned; through a supervisor either orally or in writing.

2) The victim may ask the supervisor for assistance in determining what to say and how to approach the offending employee; request the supervisor to accompany the victim when the victim gives the offending employee notice; ask the supervisor to give notice to the offending employee, accompanied by the victim; or ask the supervisor alone to provide notice to the offending employee.

3) If circumstances involve the immediate supervisor, the employee shall seek assistance through the District Director, Personnel Director or the County Attorney’s Office, Civil Division.

c. Formal Process: Employees who are experiencing an unwelcome or hostile work environment which is clearly offensive or at Level 4 as described above, or who have been subjected to quid pro quo type sexual harassment, should address that unwelcome behavior/conduct through the formal remedial process.

1) Complaints shall be in writing and specify the identity of the victim; the identity of the offending employee; the offensive behavior that the offender engaged in; the frequency of the offensive behavior; damage the victim suffered as a result of the offensive behavior; how the victim would like the matter settled; and what the victim would like to see happen.

2) The victim will be allowed a reasonable amount of time during work hours to prepare a formal complaint. The victim should submit formal written complaints to any of the following:

a) The District Director;

b) The Personnel Director; or

c) County Attorney’s Office, Civil Division.
9. Remedies: Employees found guilty of sexual harassment shall face disciplinary action ranging from a letter of reprimand to termination based on all the circumstances of the case, as well as the offending employee’s work history. Information contained in the complaint files shall be released only with the written authorization of the victim and the Personnel Director.

10. Records: Information related to any sexual harassment complaint, proceeding, or resolution shall be maintained in separate and confidential sexual harassment complaint files. This information shall not be placed or maintained in any employee’s personnel file.

11. Victim Protection: Individual complaints, either verbal or written, are confidential. Victims of alleged sexual harassment shall not be required to confront the accused outside of a formal proceeding. Retaliation or reprisals are prohibited against any employee who opposed a practice forbidden under this policy, or who has filed a charge, testified, assisted or participated in any manner in an investigation, proceeding or hearing. Any employee engaging in prohibited retaliatory activities shall be subject to disciplinary action up to and including termination. Retaliation is an additional and separate disciplinary offense. Retaliation may consist of, but is not limited to:

a. Open hostility;

b. Exclusion or ostracism;

c. Special or more closely monitored attention to work performance;

d. Assignment to demeaning duties not otherwise performed during the regular course of the employee’s duties.

H. Drug Free Work Place
A healthy and productive work force, safe working conditions free from the effects of drugs and alcohol is essential to the maintenance of quality operations and all services provided to the public. It is the policy of the District that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance and/or alcoholic beverage in the workplace is expressly prohibited. All processes, procedures, actions, and requirements undertaken or imposed by the District shall be in conformance with Utah Code §34-41-101 et.seq. Drug and Alcohol Testing and the Omnibus Transportation Employee Testing Act of 1991, revised as of February 15, 1994. In order to achieve a drug-free work place employees shall be required to participate in controlled substances testing as set forth below:

1. Testing

Section 12 Page 9
a. All employees shall be required to participate in controlled substances testing under the following circumstances:

i. When there is a reasonable suspicion to believe that an employee is in an impaired state;

ii. When an employee has been involved in an on duty accident and directed by their supervisor and/or the District Director;

iii. Return to duty testing;

iv. Follow up testing.

b. In addition, employees in Safety Sensitive Positions shall be required to participate in controlled substances testing as outlined in paragraph H.1.a above as well as:

i. When an applicant has been extended a conditional offer of employment but before beginning work;

ii. On a random basis.

2. Definitions:

a. Alcohol - Alcohol is defined as an intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols in methyl and isopropyl alcohol no matter how packaged or in what form the alcohol is stored, utilized or found.

b. Controlled Substance - Controlled substances are defined as marijuana (THC), cocaine, phencyclidine (PCP), opiates, and amphetamines (including methamphetamine) or any other substances which are included in Title 58, Chapter 37, Utah Controlled Substances Act.

c. Drug - Any substance recognized as a drug in the United States Pharmacopeia or other drug compendia, including Title 58, Chapter 37 Utah Controlled Substances Act, or supplement to any of those compendia.

d. Drug Testing - The scientific analysis for the presence of drugs or their metabolites in the human body in accordance with the definitions and terms of this policy.
e. Random Testing - The unannounced drug testing of an employee in a Safety Sensitive Position who was selected for testing by using a method uninfluenced by any personal characteristics other than job category.

f. Reasonable Suspicion - Knowledge sufficient to induce an ordinarily prudent and cautious individual under the circumstances to believe that a prohibited activity is occurring.

g. Reasonable Suspicion Testing - An articulated belief based on recorded specific facts and reasonable inferences drawn from those facts that an employee or volunteer is in violation of this drug-free workplace policy.

h. Positive test - Any test result showing a blood alcohol content of 0.02% or greater or the presence of any controlled substance, its metabolites in the test subject or a sample that has been tampered with.

i. Refusal to Submit to Testing - Failure to provide adequate breath or urine sample without a valid or verified medical explanation, after the employee has received notice they are being tested and a breath or urine sample is required, or engages in conduct that clearly obstructs the testing process.

j. Safety Sensitive Position - Any position which requires an employee to operate a vehicle or equipment.

k. Return to duty testing - The drug/alcohol testing, with a verified negative test result for controlled substances or their metabolites, of an employee who has been released back to work after seeking help from a rehabilitation program.

l. Follow-up testing - The drug/alcohol testing of an employee who has sought professional help from a rehabilitation program. The employee shall be tested monthly while under the care of the Substance Abuse Professional and upon release from a rehabilitation program. The employee shall be tested a minimum of six (6) times in the following twelve (12) months following their return to duty. Employees may be subjected to follow up drug/alcohol testing for a period not to exceed sixty (60) months.

i. Follow-up testing beyond one (1) year shall be based on a need assessment provided by a substance abuse professional.
3. If the employee seeks help prior to discovery, then confidentiality, job security, and promotional opportunities will be protected. But if the employee does not attempt to seek help and the problem comes to the attention of the District, the employee will be terminated. Discovery begins with the notification when an employee has been notified of a random drug test.

4. The extent of District assistance, if an employee comes forward prior to discovery, shall be limited to referral to a community resource program with financial limitations as provided in the District health and medical insurance plan.

5. If an employee is under treatment with a drug that alters their ability to perform the essential functions of a specific position, the employee shall be reassigned if a current job opening exists for which the employee is qualified.

6. Employees shall not use, be under the influence of, or be in possession of alcohol while on duty, on District premises or while in District vehicles. District premises include buildings, parking lots, grounds, and vehicles owned by District or personal vehicles while being used for District business. Under the influence is defined as having blood alcohol content in excess of 0.02%. This provision does not apply to employees attending events on District property during their private (non-working) time where alcohol may be permitted.

7. If an employee in a safety sensitive position is called to work outside the regularly scheduled work period, the employee has the right to refuse to go to work if the employee has used alcohol and feels that they may be impaired. The employee must notify their supervisor if they have consumed any alcohol in the last four (4) hours prior to being called in. Employees exercising this option shall have job security and promotional opportunities protected.

8. Employees trafficking, selling, using, possessing or being at the work place under the influence of alcohol, illegal or illegally obtained controlled substances shall be subject to immediate suspension and such conduct may be grounds for termination of employment.

9. When a supervisor makes a determination that there is a reasonable suspicion to believe that an employee is under the influence of, or is in possession of alcohol or controlled substances, the employee shall be subject to drug/alcohol testing.

10. Employees performing in safety sensitive positions are subject to random drug/alcohol tests.

11. The District maintains the right to conduct unannounced inspections of District owned property, vehicles, work stations, equipment, desks, cabinets, etc.
12. The District maintains the right to utilize detection methods necessary for the enforcement of this policy including blood, urine, or other tests, and the use of electronic detection equipment and trained animals.

13. Failure to cooperate with these detection methods or inspections is grounds for termination of employment.

14. Upon required testing due to an accident or reasonable suspicion, the employee tested shall not engage in the operation of any District equipment or engage in any employment related duties, which their supervisor deems dangerous to themselves or others until the results of the tests are received and the employee is released back to work by the District.

15. If any alcohol test result shows a blood alcohol content of 0.04% or greater, the employee shall be terminated.

16. If an employee test result shows an alcohol concentration of greater than 0.02% but less than 0.04%, the employee shall not be permitted to perform in a safety sensitive position for at least twenty-four (24) hours.

17. If a drug test result shows that the employee has tested positive for a controlled substance, the employee shall be terminated.

18. If an employee tests positive for a controlled substance or the test results show a blood alcohol content of 0.04% or greater, the employee may be referred to a Substance Abuse Professional who shall perform an evaluation at the District’s expense, to determine whether the employee has a drug/alcohol problem. This employee may also be provided with information about drug or alcohol treatment programs in the area. The District shall have no obligation or duty to pay for or provide financial assistance for a drug/alcohol treatment program. Referral to treatment creates no protections from other disciplinary actions.

19. The District shall require a final applicant selected for a Safety Sensitive position with the District to undergo a drug screen test to detect the presence of illegal drugs, controlled substances or their metabolites in the body. Refusal to take such a test shall be grounds for denial of employment. An applicant, who tests positive for a controlled substance or its metabolites, as defined in the definitions of this policy, shall be denied employment with the District.

20. Employees may direct any questions regarding this policy to the District Director and/or Personnel Director.

I. Nonsmoking Policy
   It is the policy of the District to comply with all applicable federal, state, and local
regulations regarding smoking and the use of tobacco products (including e-cigarettes or vaporless cigarettes) in the work place and to provide a work environment that promotes productivity and the well-being of its employees.

1. The District recognizes that smoking in the work place can adversely affect employees. Accordingly, smoking is restricted at all District facilities.

2. Smoking is prohibited inside all District facilities and vehicles. The District Director or their designee is responsible for implementing and monitoring smoking regulations, and supervisors/department managers are expected to enforce such regulations. The smoking policy applies to employees during working time and to customers and visitors while on District premises.

3. Employees who wish to smoke may do so outside of District facilities and vehicles, as long as, they are at least 25' from any entry way, exit, open or closed window or air intake.

4. Employees are expected to exercise common courtesy and to respect the needs and sensitivities of coworkers as regards the smoking policy. However, smokers have a special obligation not to abuse break and work rules. Complaints about smoking issues should be resolved at the lowest level possible, but may be processed through the District's grievance procedure. Employees who violate the policy will be subject to disciplinary action.

5. The District does not discriminate against individuals on the basis of their use of legal products, such as tobacco, if the use occurs during non-working time or off of the District's premises.

J. Serious & Communicable Diseases
It is the policy of the District that employees with infectious, long-term, life threatening, or other serious diseases may work as long as they are physically and mentally able to perform the duties of their job without undue risk to their own health or that of other employees or customers of District services.

1. Serious diseases for the purposes of this policy include, but are not limited to, cancer, heart disease, multiple sclerosis, hepatitis, tuberculosis, drug resistant tuberculosis, chronic fatigue syndrome, human immune deficiency virus (HIV), and acquired immune deficiency syndrome (AIDS).

2. The District will support, where feasible and practical, educational programs to enhance employee awareness and understanding of serious diseases.

3. Employees afflicted with a serious disease are to be treated no differently than any other employee. However, if the serious disease affects their ability to perform assigned duties, such employees are to be treated like
other employees who have disabilities that limit their job performance and will be provided reasonable accommodation as long as there is no undue hardship on District operations.

4. Employees who are diagnosed as having a serious disease and who want an accommodation shall inform their supervisor, the District Director or the Personnel Director of their condition as soon as possible. Anyone receiving such a report shall respond with compassion and understanding. In addition, they shall review with the employee District policy on such issues as employee assistance, leaves and disability, infection control, requesting and granting accommodations, the District’s continuing expectation regarding the employee’s performance and attendance, and available benefits.

5. Employees who have a serious disease and who want an accommodation shall provide the District Director with any pertinent medical records needed to make decisions regarding job assignments, ability to continue working, or ability to return to work. The District may also require a doctor’s certification of an employee’s ability to perform job duties safely. Additionally, the District may request that an employee submit to a medical examination if it believes the employee is a health or safety threat to themselves or others.

6. The District will maintain the confidentiality of the diagnosis and medical records of employees with serious diseases, unless otherwise required by law. Information relating to an employee’s serious disease will not be disclosed to other employees unless the information is, in the opinion of the District Director, necessary to protect the health or safety of the employee, coworkers, or others.

7. The District will comply with applicable occupational safety regulations concerning employees exposed to blood or other potentially infectious materials. Universal precautions, engineering and work practice controls, and personal protective equipment will be utilized to limit the spread of diseases in the work place.

Employees concerned about being infected with a communicable disease by a coworker, customer, or other person shall convey this concern to their supervisor, the District Director or the Personnel Director. Employees who refuse to work with or perform services for a person known or suspected to have a serious disease, without first discussing their concern with a supervisor, will be subject to discipline, up to and including termination. In addition, where there is little or no evidence of risk of infection to the concerned employee, that employee may be assigned to work with or perform services for any other employee or customer as required by the District.
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 Supervisors, 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

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) 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 working 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 14 - GRIEVANCE & APPEAL PROCEDURE

A. **General Statement:**

Pursuant to Utah Code §§17D-1-106(1)(f) and §§17B-1—801 and 803, it shall be
the policy of the District to adopt as a Merit system and comply with §17-33-1 et.
seq, Utah Code Ann. as amended, and to address grievances of employees in
a prompt, forthright, and professional manner. A grievance may exist when an
employee is dissatisfied with some condition or aspect of employment over
which they have no control but desires remedial action and is desirous of filing
an appeal for relief of that condition. Employees who have grievances created
by work situations shall have the right to submit their grievances for orderly
disposition according to the procedures as outlined in this section. The employee
having the grievance shall have responsibility to carry on the grievance process
as far as necessary to reach a satisfactory solution. The Personnel Director shall
ensue that the District Director and all supervisors and department managers
respond affirmatively to this policy and procedure and expedite the resolution or
processing of any grievance which may be received without the presence of
discrimination, coercion, restraint or reprisal.

B. **Grievance Appeal Bodies:**

1. **Personnel Committee:** A three (3) member Personnel Committee (PC)
shall be appointed by the Board as set forth in Section 3(B) of these
policies. The PC shall hear appeals not resolved at lower levels in the
cases of employees suspended, transferred, demoted, or dismissed as
well in the cases of other grievances not resolved by the grievance
procedure.

2. The PC shall review written appeals in cases of applicants rejected for
examination, and shall report final binding appeals decisions, in writing,
to the Board.

3. **Career Service Council:** Pursuant to Utah Code §§17-33-4, a three (3)
member bipartisan Career Service Council ("CSC") shall be appointed by
the Governing Body. The Governing Body may appoint as the District
CSC, the same CSC used and established by Summit County. The
Governing Body may appoint alternate members of the CSC to hear
appeals that one or more regular CSC members are unable to hear. The
CSC shall hear appeals not resolved at lower levels in the cases of
employees suspended, transferred, demoted, or dismissed as well in the
cases of other grievances not resolved by the grievance procedure.

4. All appeals from the PC shall be in writing and shall be heard by the CSC
of the District. The CSC may request the assistance of a hearing officer
or an administrative law judge (ALJ) to conduct the hearings before them.
The hearing before the CSC shall be recorded and shall be the final
hearing of record. The decision of the CSC shall be issued in writing and

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shall be the final and binding decision of the District.

5. All appeals from the CSC shall be with the District Court. A right of appeal to the District Court under the provisions of the Utah Rules of Civil Procedure shall not be abridged. However, an appeal to the District Court is barred unless it is filed within thirty (30) calendar days after the CSC issues its written decision. If there is a record of the CSC’s proceedings, the District Court review shall be limited to the record provided by the CSC. In reviewing a decision of the CSC, the District Court shall presume that the decision is valid and may determine only whether the decision is arbitrary, capricious or illegal.

6. Each CSC member shall serve a term of three (3) years to expire on June 30, three (3) years after the date of their appointment, except that the original appointees’ terms shall be staggered so that each expires on a different year some of which may not be a full three (3) year term. Successors of original CSC members shall be chosen for three (3) year terms. An appointment to fill a vacancy on the CSC shall be for only the unexpired term of the appointee’s successor. The term for an alternate member of the CSC may not exceed one (1) year. Each member of the board shall hold office until their successor is appointed and confirmed. A member of the CSC may be removed by the Governing Body for cause, after having been given a copy of the charges against them and an opportunity to be heard publicly on the charges before the Governing Body. Adequate annual appropriations shall be made available to enable the CSC effectively to carry out its duties under this law.

7. Members and alternates of the CSC shall be United States citizens and be actual and bona fide residents of the State of Utah and Summit County for a period of not less than one (1) year preceding the date of appointment and a member may not hold another government office or be employed by Summit County or the District.

8. The CSC shall elect one (1) of its members as chairperson and two (2) or more members of the CSC shall constitute a quorum necessary for carrying on the business and activity of the CSC.

9. The CSC shall have subpoena power to compel attendance of witnesses, and to authorize witness fees where it deems appropriate, to be paid at the same rate as in Justice Courts.

10. CSC members and alternates shall receive compensation for each day or part thereof they are in session at a rate determined by the District Director.

C. **Administrative Law Judge**
The Career Service Council may refer an appeal to an **Administrative law**
judge for a recommendation. Upon the recommendation of the CSC, the District Director may appoint one (1) or more administrative law judges (ALJs) on an ad hoc basis to hear appeals referred by the CSC.

1. Each administrative law judge (ALJ) shall be licensed and in good standing with the Utah Bar, and trained and experienced in personnel matters.

2. If the CSC determines that it is in the District’s best interest, it may initially refer an appeal to an ALJ administrative law judge.

3. After holding a hearing, the ALJ administrative law judge shall make findings of fact and a recommendation to the CSC.

4. After receiving the ALJ administrative law judge’s recommendation, the CSC may request the ALJ administrative law judge to hold a further factual hearing before the CSC’s decision.

   a. The CSC may adopt or reject an ALJ administrative law judge’s recommendation, whether before or after a further hearing.

D. **Grievable & Non-Grievable Issues:**

   All claims of prohibited employment practices and discrimination may be grieved and claims of disciplinary or adverse employment actions by non-orientation employees may be grieved. Claims dealing with verbal reprimands, wages, salaries, benefits, job classification, budget items or other financial matters may not be grieved except as they relate to a grievable claim. Only the written grievance presented originally shall be considered on appeal as the process progresses. To insure this limitation, a copy of the original grievance shall be filed with the Personnel Director.

E. **Multiple Grievances:**

   Similar grievances may be consolidated and processed together as a single issue. Every effort shall be made by the involved parties to resolve grievances at the lowest possible level.

F. **Employee Rights:**

   An employee is entitled to:

   1. Assistance by a representative of the employee’s choice to act as an advocate at any level of the procedure;

   2. A reasonable amount of time during work hours to confer with the representative and to prepare the grievance;

   3. Freedom from reprisals for use of the procedures; and
4. Call other employees as witnesses at an appeal hearing and such employees shall be allowed to attend and testify at the hearing if reasonable advance notice is given to the witnesses' immediate supervisor(s).

G. **Automatic Step Processing & Waivers:**
Failure to answer an employee's appeal within the time specified automatically grants the aggrieved employee the right to process the appeal to the next step. Any appeal step, or any time limits specified at any step, may be waived or extended by mutual agreement, in writing, between the aggrieved employee and the person to whom the appeal is directed. Failure by the aggrieved employee to process an appeal from one step to the next, within the time specified or time period mutually agreed to, is deemed a waiver by the employee of any right to process the appeal further or to appeal any level (if failure to process was not due to circumstances outside the control of the employee).

H. **Stipulations:**
No employee may submit an appeal more than thirty (30) calendar days after the event giving rise to the appeal, nor does any person who has voluntarily terminated their employment with the District have any standing thereafter to submit an appeal. All grievances, with exception of involuntary termination, discrimination, and sexual harassment, shall be handled as set forth in subsection I-1 below. All grievances regarding involuntary termination, discrimination, and sexual harassment shall be handled as set forth in subsection I-2 below:

I. **Grievance Procedure Steps:**
1. For all grievances except terminations, discrimination, and sexual harassment claims the following procedure shall apply.

   a. Employees shall first attempt to resolve problems among themselves through direct communication with affected parties. If this does not resolve the issue, then an employee may proceed to the next step as long as it is within the thirty (30) calendar days referred to in paragraph H above.

   b. The employee with a complaint or grievance shall file the grievance in writing with their department manager or the District Director or Personnel Director as may be appropriate. Upon receipt of any written grievance, the department manager or District Director shall immediately notify the Personnel Director of the grievance. The department manager or District Director will issue a written response within five (5) working days after the receipt of the grievance.
c. If no mutually agreeable settlement is reached under paragraph (b) above, then within five (5) working days after the receipt of the written decision of the department manager or District Director, the affected employee may file a copy of the original written grievance, including supporting documentation, with the Personnel Director to be referred to the Personnel Committee (PC). The PC shall consider the schedules of all parties and shall convene as soon as practicable to hear the matter referred and shall issue a written response within ten (10) working days after hearing the grievance. The Personnel Director shall act as the chair of the PC and shall not vote on any grievance decision unless necessary to break a tie vote.

d. If no mutually agreeable settlement is reached under paragraph (c) above, those involved may appeal to the CSC through the Personnel Director. This appeal must be filed within five (5) working days of the receipt of the PC’s written decision. The requested appeal must be in writing and must be accompanied by the original written grievance. The CSC may affirm, modify, vacate or set aside an order for disciplinary action. The decision of the CSC shall be final.

2. All grievances pertaining to termination of non-orientation employees, discrimination, and/or sexual harassment claims, shall be handled in the following manner:

a. The appeal shall be taken by filing written notice of the appeal with the department manager, District Director or Personnel Director as may be appropriate within ten (10) calendar days after the event giving rise to the grievance. Upon the filing of the appeal, the District Director or department manager shall submit a copy to the Personnel Director for referral to the PC. Upon receipt of the referral from the Personnel Director, the PC shall consider the schedules of all parties and convene as soon as practicable to consider the appeal and to ensure a full hearing of all relevant evidence related to the discharge. Any member of the PC shall recuse themselves in the event of a conflict of interest.

b. The employee shall be entitled to appear before the PC in person and to be represented by counsel, to confront the witnesses whose testimony is to be considered, and to examine the evidence to be considered by the PC.

c. The PC shall render a decision in writing within ten (10) working days of the hearing before them.
d. The employee or department manager or District Director may appeal the decision of the PC within fourteen (14) working days of the written decision. The appeal shall be with the CSC and must be filed with the Personnel Director in writing and accompanied by the original written grievance. The CSC may affirm, modify, vacate or set aside an order for disciplinary action. The decision of the CSC shall be final.

e. The decision of the CSC shall be in writing, and shall be transmitted to the Personnel Director within fifteen (15) working days from the date the matter is heard before the CSC.

f. Appeals from the CSC are to the District Court. In the event that the CSC does not uphold any involuntary termination, the Personnel Director shall report the decision to the affected employee and the District Director, who must reinstate the employee unless the matter is appealed to the District Court. Reinstated employees will be placed back at their previous position and grade unless other disciplinary action is assessed as part of a decision.

J. All grievances pertaining to disciplinary action taken pursuant to Utah Code. §17- 53-106, shall be directly appealed to the PC.

K. If any employee is denied the opportunity to present a grievance as prescribed by this Section, or if the employee is threatened or subjected to duress when presenting the grievance, the employee may notify the Personnel Director in writing. The Personnel Director shall take the necessary actions including authorization of an investigation of such complaints.

L. Discrimination and Sexual Harassment complaints shall be addressed according to the procedures defined and set forth in Section 12 of these policies and procedures.

M. **Career Service Council Hearing Guidelines:**
The following procedures are intended to serve as a guide to assure orderly hearing processes before the CSC and facilitate the bringing out of all relevant and material facts. Deviation from these processes may occur upon mutual agreement of all parties concerned.

1. The grievant may present their case personally or through a representative of their choosing.

2. The hearing shall not be bound either by legal procedures or by legal rules of evidence.
3. An audio recording and/or written transcription shall be kept of the proceedings of any hearing before the CSC. A video recording may be allowed with the consent of the CSC and all parties. At the request of either party, all witnesses shall be excluded from the hearing room until such time as they are called upon to testify.

N. **Hearing Procedures for all appeals:**

1. The District and employee's representatives may briefly summarize their cases in an opening statement.

2. At the conclusion of the opening statements, witnesses or material evidence may be introduced in support of the District position.

3. The grievant and then the hearing officer may ask questions of each witness of the District after said witness has testified.

4. The grievant presents material evidence, calls witnesses, etc. following the same processes as previously mentioned.

5. After presentation of the grievant’s case, the District shall be allowed to present rebuttal evidence.

6. Before closing the hearing, the hearing officer(s) shall allow the grievant and the District in turn to make closing statements.
SECTION 18 – COMMUNICATIONS

A. Introduction
1. The District is committed to implementing new technologies for communication and information exchange when such will make the District's employees more productive and increase the District's capacity to better serve the residents of the District. Electronic communication access is provided by the District and is considered District property, its purpose is to facilitate District business, and usage is subject to District control. This policy applies to all electronic communication devices and services which are accessed on or from District premises, are accessed from remote locations using District computer equipment or via District paid access methods. Electronic communication usage includes, but is not limited to: telephones, cell phones, pagers, the Internet, social media, radio transmissions, fax transmissions, or email.

2. Communication plays an essential role in the conduct of District business. How employees communicate with the public and with co-workers not only reflects on them individually, but also on the District as an organization. The District has invested substantially in information technology and communications systems which enable employees to work more efficiently and employees are expected to use them responsibly and in a manner consistent with these policies.

   a. Electronic communications shall not be used for knowingly transmitting, receiving, retrieving, or storing any communications which are derogatory to any individual or group, are pornographic, lewd, indecent, of a sexual nature, or are of a defamatory or threatening nature. Electronic communications shall not be used in a manner which could be construed as discriminatory based on race, color, religious creed national origin, sex, age, military status, disability (including breast feeding and/or pregnancy), sexual orientation, or gender identification. Electronic communications shall not be used for communication of chain letters, or for any purpose which is illegal, against District policy, or contrary to the District's lawful interests.

3. Although the detailed discussion is generally directed to use of email and internet facilities, the general principles underlying all parts of this policy also apply to telephone communications, fax machines, copiers, and scanners.

B. General Principles
1. Employees must use the District's information technology and communications equipment sensibly, professionally, lawfully, and
consistently with their assigned duties. Employees must show respect for colleagues and for the public and in accordance with these policies and other departmental rules and procedures.

2. With the exception of GRAMA-classified protected and private records, all information relating to District operations is generally public and must be maintained as such.

3. Many aspects of communication are protected by intellectual property rights which are infringed by copying. Downloading, uploading, posting, copying, possessing, processing, and distributing material from the internet may be an infringement of copyright or of other intellectual property rights.

4. Particular care must be taken when using District email, social media, blogs or internal message boards as a means of communication because all expressions of fact, intention, and opinion in an email may bind the employee, and/or the District and can be produced in court in the same way as other kinds of written statements.

5. The advantage of the internet and email is that they are extremely easy and informal ways of accessing and disseminating information, but this means that it is also easy to send out ill-considered statements. All messages sent on email systems or via the internet should demonstrate the same professionalism as that which would be taken when writing a letter. Employees must not use these media to do or say anything which would be subject to disciplinary or legal action in any other context such as sending any discriminatory (as defined by these policies), defamatory, or other unlawful material. If an employee has any question about the appropriateness of any content, they should contact their supervisor for approval.

6. Any messages or information sent via electronic communication, including bulletin board and online services, are statements identifiable and attributable to the District. Use of personal disclaimers with electronic communications will not relieve any user under this policy and users shall be held responsible for any communication initiated by them. All communications sent via a network must comply with this and other District policies and shall not disclose any confidential or proprietary District information.

7. No email or other communications shall be sent which attempts to hide the identity of the sender which may conceal information which is subject to GRAMA or misrepresent the sender.

8. Users shall not reveal their passwords or other proprietary information,
i.e. IP addresses, server names, etc. without a business necessity.

C. **Use of Telephones**
All District owned telephones, including cell phones shall be considered electronic communication. Personal long distance/toll calls should not be charged to the District at any time.

D. **Social Media**
Departments and/or employees that use social media for official District purposes are responsible for complying with applicable federal, state, and local laws, regulations, and policies, including these Personnel Policies. Use of social media shall follow the any guidelines established by the District. No employee shall use personal social media in a manner which implies official District participation, uses documents or images obtained as part of their employment, or in a manner which is illegal, violates District policies or is contrary to the District's lawful interests.

E. **Use of Electronic Mail**
1. Generally
   a. Do not amend any messages received and, except where specifically authorized by the other person, do not access any other person's in-box or other email folders nor send any email purporting to come from another person.
   
   b. It is good practice to re-read and check an email before sending, including using a spell checking or grammatical checking program.

2. Business use
   a. Each District email should be sent using the District email system and server and not from any personal account.
   
   b. If the email message or attachment contains information which is time-critical, bear in mind that an email is not necessarily an instant communication and consider whether it is the most appropriate means of communication.
   
   c. It may be appropriate to file a hard copy of any email (including any attachments) sent to or received, to a paper file for use and viewing by others. The same applies to all internal email transmissions concerning District matters. Each Department Head may determine the appropriate--ness of this action.
   
   d. All email shall be retained pursuant to the State of Utah retention schedule found at:
3. Personal Use

a. Electronic communication has been established for District business use and should not be used for personal, outside business or employment, or non-District related purposes. However, limited, occasional, or incidental use of electronic communications for personal, non-District purposes, is acceptable insofar that the use complies with District policy, does not interfere with the District's business activities, and as long as such use does not involve any of the following:

1) Interference with existing District rules or policies;
2) Disrupt or distract from the conduct of District business;
3) Solicitation;
4) A for profit personal business activity;
5) Potential to harm the District;
6) Illegal activities; or
7) The display, storage or recording any kind of nude, obscene, pornographic, sexually explicit or other image or document intended to appeal to a prurient interest in sex.

b. Personal email sent by employees using District email systems shall be retained in a separate email folder marked "Personal" should the employee wish to retain it after reading. Contact the IT provider if you need guidance on how to set up and use a personal folder. All email contained in your inbox and your sent items box is deemed to be business communications.

Employees must ensure that personal email use:

1) Does not interfere with the performance of assigned duties;
2) Does not take priority over assigned work responsibilities;
3) Is minimal and limited to taking place substantially outside of normal working hours (i.e. during any breaks which the employee may be entitled to or before or after normal hours.
of work);

4) Does not cause unwarranted expense or liability to be incurred by the District;

5) Does not have a negative impact on the District in any way; and

6) Is lawful and complies with this policy.

c. Employees may delete personal email from the email system and are not required to follow any retention schedule. However, employees should know that backups may exist on the server and as such will be retained by the District.

d. Employees shall be responsible for any charges arising from personal use of electronic communication services. Employees are expected to act responsibly and shall be subject to disciplinary action if this privilege is abused. By making personal use of District email systems, employees agree to abide by the conditions imposed for their use.

F. **Use of Internet and Intranet**

1. Employees shall not attempt to circumvent any filtering or content control of the internet and acknowledge that when visiting a website, information identifying your PC may be logged.

2. The internet and/or intranet shall be used for legitimate District purposes. Limited personal use is permitted subject to the same rules as are set out for personal email use in paragraph C of this Section. If personal use requires additional software to be installed onto your PC or other device, employees should submit a request to the appropriate IT staff and receive approval before installing or connecting the device to District networks. This policy would carry over to any contract employee of the District which uses personal equipment while on District sites or connected to District resources.

3. Employees should not use their District email address when using public websites for non-District purposes, such as online shopping.

4. Any employee who may require access to websites generally blocked by the District as part of their duties shall make the request to the IT provider and shall have the express consent of the District Director.

Employees shall not:
a. Introduce packet-sniffing or password-detecting software;

b. Seek to gain access to restricted areas of the District's network or access files for which they are not authorized;

c. Access or try to access data which the employee knows or should know is confidential;

d. Intentionally or recklessly introduce any form of spyware, computer virus or other potentially malicious software;

e. Carry out any hacking activities; nor

f. Participate in any internet chat room or post messages on any external website, including any message board or blog.

G. Misuse of District Equipment and Systems

1. Misuse of District equipment and systems, including its telephone, email, and internet systems, in breach of this policy will be treated seriously. In particular, viewing, accessing, transmitting, posting, downloading or uploading any of the following materials in the following ways, or inappropriate use of any of District equipment may subject the offending employee to discipline up to and including termination:

a. Material which is sexist, racist, homophobic, xenophobic, pornographic, pedophilic or similarly discriminatory and/or offensive;

b. Offensive, obscene, derogatory or criminal material or material which is liable to cause embarrassment to the District or bring the reputation of the District and any of its elected officials or staff into disrepute;

c. Any defamatory material about any person or organization or material which includes statements which are untrue or of a deceptive nature;

d. Any material which, by intent or otherwise, harasses the recipient;

e. Any other statement which is designed to cause annoyance, inconvenience or anxiety to anyone;

f. Any material which violates the privacy of others or unfairly criticizes or misrepresents others;

g. Confidential information about an employee of the District;
h. Any other intentional statement which is likely to create any liability (whether criminal or civil) for the District;

i. Material in breach of copyright and/or other intellectual property rights;

j. Any subversive statement or activity which seeks to undermine the authority or purpose of the District or any other federal, state or local governmental entity;

k. Online gambling; or

l. Unsolicited commercial or advertising material, chain letters or other junk mail of any kind.

H. **System Security**

1. Security of District systems is of paramount importance. As a governmental entity, the District owes a duty to the public to ensure that all transactions are kept confidential where required and free of outside interference. If, at any time, the District needs to rely in court on any information which has been stored or processed using District IT systems, it is essential to demonstrate the integrity of those systems. Employees using the system take responsibility for the security implications surrounding their acts.

2. District systems or equipment must not be used in any way which may cause damage, or overloading or which may affect its performance or that of the internal or external network.

3. Keep all confidential information secure, use it only for the purposes intended and do not disclose it to any unauthorized third party.

4. Employees should keep system passwords safe. Do not disclose them to anyone. In the event assistance from the IT provider is needed, a password change will be required.

5. Employees should not download or install software from external sources without having first received the necessary authorization from the IT provider.

6. Employees should always exercise caution when opening emails from unknown external sources or where, for any reason, an email appears suspicious. The IT provider should be informed immediately in such circumstances.
I. Working Remotely

1. This policy applies to the use of District systems, on District owned laptops, tablets or other devises as well as employee owned computer equipment or other computer equipment whenever employees may use them when working on District business away from the regular office environment (working remotely).

Employees who may work remotely must:

a. Password protect any work which relates to District business so that no other person can access the employee’s work;

b. Position themselves so that work cannot be seen by any other person;

c. Take reasonable precautions to safeguard the security of District equipment, and keep passwords secret;

d. Inform law enforcement and the IT provider (as appropriate) as soon as possible, but in any event no later than 24 hours after the fact, if any District owned equipment, has been lost or stolen; and

e. Ensure that any work done remotely is saved on the District system or is transferred to our the District system as soon as reasonably practicable.

2. Pocket computers, mobile phones and similar hand-held devices, external storage devices, and any internet based storage (cloud) are easily lost, stolen, or compromised, so employees must password-protect access to any such devices or services used by the employee.

a. Employees should not be in the practice of storing information produced as a District employee on a personal device or internet storage without giving access to the employee’s supervisor, District Attorney, or the IT provider.

J. Personal Social Media, Blogs and Websites

1. This part of the policy and procedures in it apply to personal, non-District content published on the internet even if created, updated, modified or contributed to outside of working hours or when using personal IT systems.

2. The District recognizes that employees may wish to publish content on the internet on their private time. Those activities should remain in the realm of private time and should not be done during regular working hours.
3. Employees who post any content to the internet, written, vocal or visual, which identifies, or could identify, them as a member of District staff and/or who discuss District work or anything related to the District or its business, elected officials or staff shall be expected, at all times, to conduct themselves appropriately and in a manner which is consistent with the District's Personnel Policies and Procedures. It should be noted that simply revealing name or a visual image of the employee could be sufficient to identify them as an individual who works for the District.

4. If an internet posting clearly identifies that the employee works for the District and expresses any idea or opinion which is not authorized by the District, then a disclaimer such as "these are my own personal views and not those of the Snyderville Basin Special Recreation District" must be added.

5. The following matters shall be treated as gross misconduct capable of resulting in immediate termination.

a. Revealing confidential information obtained through employment with the District that would be considered protected or private as defined by the GRAMA statutes.

b. Revealing information which would be considered criminal whether or not formal charges are filed.

c. Revealing any information, photos or writing in which the District is identified and which is pornographic or obscene in nature.

6. Online publications which do not identify the author as an employee of the District and do not mention the District and are purely concerned with personal matters will normally fall outside the scope of this communications policy.

K. Privacy and Monitoring of Communications

1. Electronic information created and/or communicated using e-mail, word processing, utility programs, spreadsheets, voice mail, telephones, fax machines, electronic communication access, etc. is randomly monitored by the District. District personnel are on notice of the following:

a. The District routinely monitors usage patterns for both voice and data communications for cost analysis and electronic communication management (i.e., number called or site accessed, call length, call frequency, etc.)

b. All electronic information on District owned equipment is the property of the District, and users shall not have an expectation of
privacy in this regard. This includes but it not limited to data, facsimiles, texts, pictures, e-mail, and voice mail files. Employees should not assume electronic communications are private and confidential and should transmit private and sensitive information in other ways.

c. The display of any kind of image or document on any District system which is sexually explicit, obscene, and pornographic or which is designed to appeal to the prurient interest in sex is a violation of the District's policy on sexual harassment. In addition, sexually explicit material shall not be archived, stored, distributed, edited or recorded using the District's network or computing resources.

d. The District reserves the right, at its discretion, to review any user's electronic files/messages and usage to the extent necessary to ensure that electronic communication devices and services are being used in compliance with the law and District policy and may disclose the contents of any user's electronic files/messages and usage of electronic media and services for a business or legal purpose.

e. The District may use independently supplied software and data to identify inappropriate or sexually explicit electronic communication sites. The District may block access from its networks to all such sites that it knows of. If an employee becomes connected accidentally to a site that contains sexually explicit or offensive material, the employee must disconnect from that site immediately, regardless of whether that site had been previously deemed acceptable by any screening or rating program. The employee must also report that connection to the District Director who shall keep a list of such reports.

f. The District's electronic communication facilities and computing resources may not be used to knowingly violate the laws and regulations of the United States or the laws and regulations of any state, District, city or other local jurisdiction in any material way. Use of any District resources for illegal activity is grounds for immediate dismissal and the District will cooperate with any legitimate law enforcement agency.

g. The District may restrict a user's time allotment for using electronic communication devices for business purposes should such use be excessive or extravagant.

h. Anyone obtaining electronic access to other organizations' or
individuals' material must respect all applicable laws and shall not copy, retrieve, modify, or forward copyrighted materials except as expressly permitted by the copyright owner.

i. Electronic communication access and usage by a District employee will be allowed only upon the approval of the employee's department head.

K. **Compliance with this Policy**
The provision of electronic communication devices and services are at the discretion of the District and are a revocable privilege. Any District employee found to be abusing the privilege of District facilitated access to electronic communication devices or services shall be subject to disciplinary action up to and including dismissal.
ADDENDUM

DEFINITIONS

The following definitions shall apply throughout these policies and procedures, unless context clearly requires another meaning.

ALLOCATION (OF POSITION): The official establishment of a position by the District, to hire an individual to perform a specified job as defined by a job description and assigned to an established pay range.

APPOINTING AUTHORITY: The District Director of the Snyderville Basin Special Recreation District.

CLASSIFICATION OR CLASS: A group of positions sufficiently similar in respect to duties performed, degree of supervision exercised or required, minimum requirements of training, experience, or skill, and other such inherent characteristics, that the same title and the same tests of fitness may be applied to each position in the group.

CLASSIFICATION PLAN: A plan for the internal valuation of all positions in the District with an appropriate title, pay grade and pay range.

CLASS SPECIFICATION: (also- Job Description), A description of the duties and responsibilities of each class of position within the District, and minimum qualifications required for the class of position including training and experience and other qualifications.

COMPENSATION PLAN: An approved salary scale for the District, including initial, intervening, and maximum rates of pay for each class of position.

COMPTIME: Time off of work awarded in-lieu of cash for hours worked in excess of the forty (40) hour work week. See overtime provisions of these personnel policies and procedures.

DISTRICT: The Snyderville Basin Special Recreation District.

DISTRICT ADMINISTRATOR: The employee with the title of District Administrator and/or that employee who is tasked as part of their job description, with the management of assigned personnel issues.

DISTRICT DIRECTOR: The appointed chief executive officer of the District.

DEMOTION: A reduction in grade of an employee, for cause such as inefficiency, or for disciplinary reasons, from one position to another, either within the same class or to a different class having a lower entrance salary with a corresponding lowering of the
employee's salary.

DEPARTMENT: A service area or function of the District which comes under the direct authority and supervision of the District Director.

DEPARTMENT MANAGER: An appointed position of the District to plan, organize, direct, and manage a service or function established by the District which comes under the direct authority and supervision of the District Director.

DISCRIMINATION: Action taken against an employee because of political or religious opinions or affiliations or because of race, color, religious creed, sex, national origin, age, military status, disability (including breast feeding and/or pregnancy), sexual orientation, gender identification and without proper regard for constitutional rights.

DISMISSAL: The termination of employment of an employee.

ELIGIBLE: An individual who is qualified for a position, benefits or privileges in the District under the provision of these policies and procedures.

FURLOUGH: An uncompensated and undetermined period of time required of seasonal employees to be off the job between seasonal "high need" work periods.

GOVERNING BODY: Unless otherwise specifically defined, means the elected governing body of the District.

IMMEDIATE FAMILY: For purposes of Section 9.G., Sick Time, a spouse, adult designee as noted for health insurance, child and/or step-child, parent or step parent.

JOB DESCRIPTION: A written statement describing the duties of a particular position within an office/department and the minimum requirements needed to perform them.

MERIT EXEMPT: An employee not afforded protection by these personnel policies and procedures. Employees hired to fill exempt positions serve "at (the) will" of the District Director and may be terminated with or without cause at any time during the duration of their employment.

MERIT EMPLOYEE: Any person in the employ of the District who is hired in accordance with the provisions of these policies and procedures, and whose status cannot be affected except for cause or reduction-in-force after achieving regular status and are covered under the Fair Labor Standards Act.

MINIMUM QUALIFICATIONS: The requirements for training and experience, and other qualifications, to be measured by written and/or oral examinations, or by performance tests and prescribed for a given class in the job specifications. Applicants with fewer than stated minimum qualifications are deemed ineligible or unqualified.
ORIENTATION PERIOD: An "at will" period of at least six (6) months of regular employment or equivalent beginning with the date of appointment. The orientation period is considered the final step in the selection process prior to achieving regular employment status.

PERSONNEL COMMITTEE: Standing committee established by policy to participate in the maintenance of quality personnel management problem solving and decision making processes related to selection, job classification, grievance review, and policy revisions.

PERSONNEL DIRECTOR: The person designated by Summit County to maintain appropriate personnel records, review personnel policy, negotiate insurance, review wage scale and job descriptions, and handle general personnel problems.

POSITION: An office or employment in the District (whether part-time or full-time, temporary or regular, occupied or vacant) composed of specific duties.

PROMOTION: A change in status of an employee from a position in one class to a position in another class having a higher entrance salary or pay grade.

QUALIFYING (QUALIFIED) EMPLOYEE: All full-time and part-time employees (including Seasonal full-time employees) and part-time employees working more than 30 hours per week (1560 hours annually) or more. 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).

REASSIGNMENT: Means a change in classification of an employee, for administrative or other reasons not included in the definition of "Demotion," from a position in one class to a position in another class normally having a lower entrance salary which could result in a reduction in salary.

RECLASSIFICATION: Means a change from one classification to another classification (either higher or lower) having a different job specification without a change in salary.

REDUCTION-IN-FORCE: Any separation of an employee because of inadequate funds, change of workload, or lack of work, in which the District discontinues the use of the identifiable position occupied by such employee either by discontinuing the performance of the duties of such position or by distributing such duties among other existing positions.

REGULAR EMPLOYEE: An employee whose continued retention has been approved by the District Director at the completion of an orientation period; either as a full-time or part-time employee.

REHIRE: The return to employment of a former employee who has resigned while in
good standing, or who has been separated from the District without prejudice or cause.

REINSTATEMENT: The resumption of employment of an employee who has been on leave of absence with or without pay.

RESIGNATION: The termination of employment at the request of the employee.

SALARY ADJUSTMENT: A change in the rate of pay for an employee to conform with the approved classification or compensation plan.

SALARY INCREASE: An increase in salary of one or more steps within a gradethe applicable range of the compensation plan.

SUSPENSION: A forced leave of absence without pay for a period not to exceed 60 calendar days in any one year.

TEMPORARY EMPLOYEE: Shall not work in excess of 29 hours per week, or 320 hours in succession. Temporary employees cannot work in excess of 29 hours per week or 320 hours in succession without a 90 day rest period.

TRANSFER: (Interdepartmental) Defined as a move from one District department to another and should not be confused with managerial functions of moving personnel from one section to another within the same department by promotion, demotion or reassignment.
POLICIES AND PROCEDURES

Sections With Proposed Changes
January 23, 2019
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 Administrative Control 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 Snyderville Basin Special Recreation District Administrative Control Board.

ARTICLE II - PURPOSES AND AUTHORITY OF THE ADMINISTRATIVE CONTROL BOARD

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 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 annually 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 (amended September 10, 2014) All contracts, agreements in excess of $20,000 dollars or other legal documents shall be approved 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 formally actioned at the next regularly scheduled Board meeting. If the change order is greater
than $50,000 or would cause the project to exceed the adopted budget, then a special meeting will be called of the Board to approve the change order. The District Director may authorize multiple change orders to a single contract pursuant to this paragraph. However, the cumulative amount of all such change orders may not exceed $50,000 without prior Board approval.

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 Administrative Control 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 will oversee the appointment to, or removal of, members of 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 Administrative Control Board.

Section 4. Except as otherwise provided in this section, the terms of office of members of the Administrative Control 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.

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. (amended April 17, 2013) 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. Any Board member who chooses to resign before the end of their 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 their reason for leaving. The unexpired term will be filled in accordance with section 5, above.

Section 8. Board Per Diem – Compensation (amended December 9, 2015)

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 Administrative Control Board Members of the Snyderville Basin Special Recreation District while acting for or on behalf of the District. Further, all Administrative Control 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 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 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 interest shall declare that interest, be excused from attendance for that portion of the meeting, and shall leave the place of meeting, and shall not participate or vote on the issue.

Section 2. Each member of the SBSRD Board shall, at the time of his or her appointment to office, 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 6

SPECIAL SERVICE DISTRICT ADVISORS

Section I. Background

A. **Policy:** It is the policy of the District Board to engage consulting services for professional and technical matters, including architects, engineers, attorneys, financial consultants and technological support and budget annually for their services.

B. **Purpose:** The policy identifies District advisors and expresses the relationship between the District and the advisor.

Section II. Advisors

A. **Insurance Agent of Record:** An insurance agent of record shall be selected by the Director.
   1. The District Director and the Board may request any advice that may be needed in handling insurance matters pertaining to the welfare of the SBSRD.
   2. Individual Board members should direct requests through the District Director and/or the Chair.
   3. The current Insurance Agent of Record is:
      
      Olympus Insurance Agency 220 Morris Avenue #340
      P.O. Box 65608
      Salt Lake City, UT 84165-0608
      (801) 486-1373

B. **Legal Counsel:** The District Director shall select and consult with qualified legal advisors whose area of expertise is found to be in the best interest of the District.
   1. The District Director and any Board member may request counsel for legal advice that may be needed in relation to official SBSRD business, or for opinions that may be needed in handling matters pertaining to the welfare of the SBSRD Board, or District, as a whole.
   2. Private counsel will be selected and authorized by the Board based on the attorney’s
      i. Specific areas of expertise;
      ii. Absence of identifiable conflict(s) of interest in representation of the District;
      iii. Availability of time to complete the task, and;
      iv. Consideration of fees
   3. The current general counsel to the District is:
      
      Summit County Attorney
      Attn: David L. Thomas, Chief Civil Deputy
      Summit County Courthouse
      60 N. Main
      P.O. Box 128
      Coalville, Utah 84017
      435-336-3206
      dthomas@summitcounty.org

C. **Independent Auditor:** The District Board shall select an independent auditor to conduct the District’s Annual Independent Audit, as required by law. Once selected, the auditor may be retained for as long as the District Board chooses. However, if the District decides to change auditors, Staff will follow the Procurement Policies found in Chapter 12 herein, at least three qualified audit firms shall be invited to submit bids.
1. The current Independent Auditor of the District is:

   Greg Ogden, CPA
   1761 East 850 South
   Springville, UTU 84663
   (801) 489-8408

D. Financial Advisor: The District Board shall select a financial advisor to avail itself of experienced financial advisory services in the financing of capital projects, including the structuring and marketing of municipal securities and other services desired and set forth in an Agreement for Financial Advisory Services.

1. The current Financial Advisor of the District is:

   Zions Bank Public Finance
   Zions Bank Building
   One S. Main Street, 18th Floor
   Salt Lake City, UT 84133-1009
   (801) 844-7373

CHAPTER 7

GOVERNANCE PROCESS (GP)

Based on the work of © John and Miriam Carver

GP-1 Governance Commitment

The Board, on behalf of the residents of the Snyderville Basin Special Recreation District, holds itself accountable by ensuring that all actions it takes are consistent with the District's purpose, mission 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 their duties as an Administrative Control 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.

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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
The Board will recommend for adoption to the County Council 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 Recreation District’s reason for existence, its purpose, mission 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.

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 Administrative Control Board 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 Administrative Control 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

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:

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<th>Board-Staff Relationship Policies</th>
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B/SR-5  Summative Evaluation of the District Director

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

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 Recreation District 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.
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 Ends 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.

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.

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<td>Monitoring Frequency:</td>
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CHAPTER 8

BOARD/STAFF RELATIONSHIP (B/SR)^2

B/SR-1  Global Governance-Management Connection and Unity of Control

The Board’s sole connection to the operational organization is the District Director. Only decisions of the Board acting as an entity are binding on the Director.

Accordingly:

1. Decisions or instructions of individual Board members, officers or committees are not binding on the District Director except when the Board has specifically authorized such exercise of authority by individuals or committees.

2. In the case of Board members or committees requesting information or assistance without Board authorization, the Director may refuse such requests that require, in the Director’s opinion, a material amount of staff time or resources or that are disruptive or unreasonable.

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

B/SR-2  Accountability of the District Director

The District Director is the Board’s only link to the operation of the organization. All authority over and accountability of staff is considered to be the responsibility of the Director.

Accordingly:

1. The Board shall never give instructions to persons who report directly or indirectly to the Director.

2. The Board shall not formally evaluate any staff member other than the Director.

3. Other than stating its values through policy or acting in an official capacity through the grievance process, the Board shall not participate in decisions or actions involving the hiring, evaluating, disciplining or dismissal of any employee other than the Director.

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

B/SR-3  Delegation to the District Director

The Board shall instruct the District Director through written policies that prescribe the organizational ends (Ends Policies) to be achieved and describe organizational situations and actions to be avoided (Executive Limitations Policies). The Board shall support any reasonable interpretation of those policies by the District Director.

Accordingly:

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^2These 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
1. The Board shall develop policies instructing the District Director to achieve defined results for identified recipients at a specified cost. These policies shall be developed systematically from the broadest; most general level to more defined levels, and shall be called Ends policies.

2. The Board shall develop policies that limit the latitude the District Director may exercise in choosing the organizational means. These policies shall be developed systematically from the broadest, most general level to more defined levels, and they shall be called Executive Limitations policies.

3. As long as the District Director uses any reasonable interpretation of the Board’s Ends and Executive Limitations policies, the Director is authorized to establish all further policies, make all decisions, establish all practices and develop all activities the Director deems appropriate to achieve the Board’s Ends policies.

4. The Board may change its Ends and Executive Limitations policies at any time, thereby shifting the boundary between Board and District Director domains. By doing so, the Board changes the latitude of choice given to the Director. However, as long as any specified delegation of responsibility is in place and the Director reasonably interprets existing policies, the Board shall respect and support the Director’s choices even though they may not be the choices Board members may have made.

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

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**B/SR-4 Monitoring District Director Performance**

The Board shall view District Director performance as synonymous with organizational performance. Job performance of the Director shall be monitored systematically against the Director job expectations: reasonable progress toward organizational accomplishment of the Board’s Ends policies, and organizational operation within the boundaries established in the Board’s Executive Limitations policies.

Accordingly:

1. Monitoring determines the degree to which Board policies are being met. Information not formally presented as monitoring data and that does not contribute to this purpose is not considered monitoring data.

2. The Board shall acquire monitoring data on Ends and Executive Limitations policies by one or more of three methods:
   a. **Internal report**, in which the Director discloses information and certifies compliance to the Board.
   b. **External report**, in which an external, disinterested third party selected by the Board assesses compliance with Board policies.
   c. **Direct Board inspection**, in which the Board assesses compliance with the appropriate policy criteria.

3. In every case, the standard for compliance shall be whether the Director has reasonably interpreted the Board policy being monitored and determination of whether reasonable progress is being made toward achieving the Board’s Ends policies. The Board shall make the final determination as to whether the Director’s interpretation is reasonable and whether reasonable progress is being made.

4. All policies that instruct the Director shall be monitored on a schedule according to a frequency and by a method chosen by the Board, however the Board may monitor any policy at any time by any method.

During the last quarter of each year, the Board shall conduct a formal summative evaluation of the Director, using the Performance Evaluation objectives and metrics established at the annual Board meeting to be held each June for the following calendar year. When appropriate, these objectives will be informed by the Executive Limitations and Ends enumerated in Chapters 9 and 10.
5. The summative evaluation shall be based upon the monitoring of Board policies on Ends and Executive Limitations. The Board shall prepare a written evaluation document. The Director and the Board shall review the document in closed session.

The evaluation document shall consist of:

A summary of the data derived throughout the year from monitoring the Board’s policies on Ends and Executive Limitations;
Conclusions based upon the Board’s prior action during the year relative to whether each End has been achieved or whether reasonable progress has been made toward its achievement;
Conclusions based upon the Board’s prior action during the year relative to whether the District Director has properly operated within the boundaries established in the Executive Limitations policies;
A summary of the District Director’s strengths and weaknesses relative to achievement of the Ends policies and operation within the boundaries established in the Executive Limitations policies. Nothing in this policy is intended to imply the establishment of any personal rights not explicitly established by statute, contract or Board policy.
All employment decisions related to the Director remain within the sole and continuing discretion of the Board.

As part of that process, the District Liaison Committee will seek appropriate Staff and County input and make a recommendation to the full Board for discussion and possible approval. Based on the evaluation, the District Director’s merit increase and bonus will be at the Board’s discretion. Such merit increase and bonus must consider the District’s budget. The District Director will receive a cost of living adjustment to salary consistent with that received by all other employees of the District. The Board will prepare a written evaluation document. The District Director will have the opportunity to review the document with the Board in executive session. The District Director and the Board Chairperson will sign the report.

6. The salary range for the Director should be adjusted each year by the Board to reflect changes in the cost-of-living. The Board shall determine any cost-of-living adjustment, merit adjustment or bonus annually accordingly:

   a. The District Director shall be eligible for a cost of living adjustment for Partial Compliance with the Ends and Executive Limitations policies.
   b. The District Director shall be entitled to a cost of living adjustment and for an additional merit adjustment for achieving Substantial Compliance with the Ends and Executive Limitations policies.
   c. For Exemplary Performance, the District Director shall be eligible for a bonus (one-time payment) in addition to a salary adjustment.

Monitoring Method: Board self-assessment
Monitoring Frequency: Annually in November

B/SR-5 ——— ANNUAL SUMMATIVE EVALUATION OF THE DIRECTOR

Policy Reference: B/SR-5: The Board will conduct a formal summative evaluation of the District Director. The summative evaluation will be based upon accumulated data derived from monitoring Board policies on Ends and Executive Limitations. The Board will prepare a written evaluation document. The District Director will have the opportunity to review the document with the Board in executive session. The District Director and the Board Chairperson will sign the report.

The evaluation document will consist of:

   a. A summary of the data derived throughout the preceding year from monitoring the Board’s policies on Ends and Executive Limitations;
   b. Conclusions relative to whether each end has been achieved or whether reasonable progress has been made toward its achievement.
   c. Conclusions relative to whether the District Director has properly operated within the boundaries established in the Executive Limitations policies.
d. An improvement plan addressing any insufficient progress toward meeting the Ends.

e. An improvement plan addressing any deficiencies in operation within the boundaries of the Executive Limitations policies.

The purpose of the annual evaluation of the District Director is to summarize the actions previously taken by the Board as it monitored Ends and Executive Limitations policies during the year, and to draw conclusions on the basis of that ongoing monitoring process relative to the District's organizational performance and consequently the Director's performance.

During the preceding year, the following Ends and Executive Limitations policies were monitored by the Board:

- E.1 Vision Statement and Organization Mission (Date and Evaluation given)
- E.2 Effective Governance and Management (Date and Evaluation given)
- E.3 Member Satisfaction (Date and Evaluation given)
- E.4 Advocacy (Date and Evaluation given)
- EL.1 Global Executive Constraint (Date and Evaluation given)
- EL.2 Emergency DISTRICT DIRECTOR Succession (Date and Evaluation given)
- EL.3 Treatment of Members/Others (Date and Evaluation given)
- EL.4 Staff Treatment (Date and Evaluation given)
- EL.5 Staff Compensation (Date and Evaluation given)
- EL.6 Staff Evaluation (Date and Evaluation given)
- EL.7 Budgeting (Date and Evaluation given)
- EL.8 Financial Management (Date and Evaluation given)
- EL.9 Asset Protection (Date and Evaluation given)
- EL.10 Communication and Counsel to the Board (Date and Evaluation given)
- EL.11 Conduct of Board Elections, Appointments & Certification of Eligibility (Date and Evaluation given)
CHAPTER 9

Executive Limitations3

EL-1  Global Executive Constraint

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.

Monitoring Method: Internal report
Monitoring Frequency: Annually, not later than February 28

EL-2  Emergency District Director Succession

In order to protect the District in the event of sudden and unexpected loss of Director services, if the District Director or the District Administrator shall assume duties to ensure the continued operation of the District until the Board appoints an interim Director, shall not fail to develop a plan for the continued operation of the Recreation District, should the need arise.

Monitoring Method: Internal report
Monitoring Frequency: Annually, not later than February 28

EL-3  Treatment of Constituents / Others

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.

5-6. Fail to consistently attend the quarterly Team Management Committee meeting of the Summit County Manager.

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
EL-4 Treatment of Staff

In compliance with Section 17B-1-803 of the Utah Code, the 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.

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

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

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.

Monitoring Method: Internal report
Monitoring Frequency: Annually at the Board Retreat

EL-7  Financial Planning and Budgeting

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.

Monitoring Method: Internal report
Monitoring Frequency: Annually in June and November
EL-8 Financial Management

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 Generally Accepted Accounting Principles (GAAP).

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

10. (amended September 10, 2014) 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 of the District’s goals, budget and activities.

Monitoring Method: ___________ Internal report
Monitoring Frequency: ___________ Annually upon presentation of the Independent Audit Report

EL-9 Asset Protection

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.

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

12. Fail to manage 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 and values.

**Monitoring Method:** Internal report

**Monitoring Frequency:** Annually during the Independent Audit

**EL-10 Communication and Support to the Board**

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 within twenty (20) working days after each 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.

   Monitoring Method: Internal Report
   Monitoring Frequency: Annually at the Board retreat

**EL-11 Conduct of Appointments**

With respect to appointments to vacancies on the Administrative Control 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.

   Monitoring Method: Internal Report
   Monitoring Frequency: Annually at the Board retreat

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CHAPTER 10

ENDS POLICIES

E-1 Purpose and Mission of Snyderville Basin Special Recreation District

The purpose of the Snyderville Basin Special Recreation District is to enhance the quality of life. Our mission is to 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.

Monitoring Method: Internal report
Monitoring Frequency: Annually at the Board Retreat

E-2 Effective Governance and Management

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

1. 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.

Monitoring Method: Internal report
Monitoring Frequency: Annually at the Board Retreat

E-3 Constituent Satisfaction

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.

Monitoring Method: Internal report
Monitoring Frequency: Annually at the Board Retreat

E-4 Advocacy

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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*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)
Monitoring Method: Internal report
Monitoring Frequency: Annually at the Board Retreat
OPERATIONAL POLICIES

Sections With Proposed Changes
January 23, 2019
CHAPTER 1
GENERAL DISTRICT POLICIES

REFUND-CANCELLATION POLICIES

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. An administrative fee will not be assessed on refunds processed as a credit on an account. Payments to the District are subject to the following refund-policies:

General Refund-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. No-Eighty percent (80%) of the paid fee will be credited or refunded will be given if notice of cancellation is given within seven (7) days of the start of the camp, event and/or program. All refunds, including but not limited to those for special circumstances and field trips, are subject to an administrative fee. Programs cancelled by the District will be refunded in full. This general refund-policy applies to day camps, sports camps, bike camps, clinics and programs. There are no credits or refunds for inclement weather.

Special Circumstance Refund-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 Cancellation-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-refunds: Before the schedules are set, the District will provide a full credit/refund minus the administrative fee. 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/allowed.

Field House Passes/Rentals/Classes/Team Sports Refund 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 retrospective cancellations, for time used, according to the highest applicable fee. If the amount credited is applied to a credit card, an administrative fee will be charged.
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.
4. Adult fitness class refunds will be at the discretion of the instructor.
5. Adult team sports refunds: Before the schedules are set, the District will provide a full refund minus the administrative fee. After the schedule is complete, a fifty percent (50%) refund will be given. Once the season has begun, no refunds will be allowed.
6. — For Field rental-refund policies; see applicable facility use agreement form.

Trailside-Meeting Room and Park Pavilion Refund 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 an one hundred percent (100%) refund for that specific date or the District will provide a credit toward a mutually agreed upon future reservation.

Park Pavilion Refund Policy: If the applicant cancels a reservation seven (7) or more days prior to the date reserved, a full 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. Refunds of the remaining fees will NOT be issued. If, due to unforeseen circumstances or inclement weather, a cancellation is initiated
by the District, the reservation holder will be given an 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 Refunds: If a coaching refund credit is offered, the credit will be placed on the player’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.

CHAPTER 2
PARKS POLICIES

BOUNCE HOUSE/INFLATABLES

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 three five million dollars ($35,000,000) 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 PICKLE-BALL INSTRUCTION

Approved tennis and pickle-ball 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/pickle-ball instructors providing lessons be pre-approved by the District. Please contact the District office prior to any instruction on District courts.

Tennis-Court Use: Tennis-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.
CHAPTER 3
FIELDHOUSE POLICIES

FIELDHOUSE USE POLICY

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 Snydererville 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 Newark 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.

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 an one hundred percent (100%) refund for that specific date or the District will provide a credit toward a mutually agreed upon future reservation.

c. If a reserved facility is cancelled within forty-eight (48) hours prior to use, the entire fee will be forfeited. If, due to unforeseen circumstances, a cancellation is initiated by the District staff, the reservation holder will be given a full 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.

g. **Concession:** 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.

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.

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 three million dollars ($3,000,000) 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.
0. **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 refund 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 (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 harmless from and against any and all loss, damage, and expense incurred by reason of any claim or liability based upon personal injury (including death) or property damage arising out of the negligent or intentional action of pass holder or of any spouse or dependent identified on pass holder’s application. Pass holder further must agree to release 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 manager for review. Holds may be granted for 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

All personal trainers and private swim instructors must enter into the specified Independent Contractor Agreement. Under direct supervision from the Fieldhouse Fitness Staff, trainers and swim instructors are responsible for representing and maintaining the standards of the District by educating clients on proper fitness 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 Fitness 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 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.

TEennis and Pickleball Instruction

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.

Benefits Available During Active Employment with the District

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\(^1\)
- Seasonal: Free

\(^1\) Scheduled Fitness Instructors are included in this category, but substitute instructors are not eligible for benefits.
• Temporary/Special Projects: Free
• Board Members: Free

Fieldhouse Membership and Fitness Classes for Spouse, Partner, Child(ren):  
  • Full-Time Benefitted: Free
  • Part Time Year Round: Free¹
  • Seasonal: No discount
  • Temporary/Special Projects: No discount
  • Board Members: Free

Fitness Programs for Employee:
  • Full-Time Benefitted: if space allows;² 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, ²Free for board member/spouse/partner/child

Youth Programs (Recreation and Fieldhouse):
  • Full-Time Benefitted: Free
  • Part Time Year Round: Fifty percent (50%) discount³
  • 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

² Child: a dependent child through age twenty-five (25), includes step children.
³ 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 his category, but substitute instructors are not eligible for benefits.
⁴ 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

Group communication will be issued for special events/programs at discounted rates when applicable.

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5 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

PARK ROOM RENTAL

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.

6. 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. Light refreshments (beverages, cookies, sandwiches, etc.) are allowed.

8. 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. 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.

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. 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, dish towels, 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.

12. Building keys may be picked up no earlier than two (2) business days prior to the reservation.

13. User must lock and check exterior doors to be sure the building is secure.

14. User must place key in key box near exit door after hours or return to office staff.

Cancellations: If the applicant cancels a reservation seven (7) or more days prior to the date reserved, a full 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. 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 an 100% refund for that specific date or the District will provide a credit toward a mutually agreed upon future reservation.

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PAVILION RENTAL
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 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.

Cancellations: If the applicant cancels a reservation seven (7) or more days prior to the date reserved, a full 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. 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 an one hundred percent (100%) refund for that specific date or the District will provide a credit toward a mutually agreed upon future reservation.

FIELDHOUSE SPECIAL EVENT POLICIES

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 an one hundred percent (100%) refund for that specific date or the District will provide a credit toward a mutually agreed upon future reservation.

e.— If the applicant cancels its reservation fourteen (14) or more days prior to the date reserved, a twenty percent (20%) handling fee will be withheld from the deposit refund. If an event is cancelled less than fourteen (14) days prior to the date reserved, the deposit will be forfeited. If an event is cancelled less than forty-eight (48) hours in advance, the full rental fee will be forfeited. 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.

d.—

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 five million dollars ($5,000,000) 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).

Council Member Wright made a motion to approve the amendments to the District's Policies and Procedures, Personnel Policies and Operational Policies as presented. Council Member Carson seconded the motion with all voting in favor, 4-0.

Discussion and possible approval of the Public Recreation Trail Easement and Access Agreement for the Willowbend Trail; Brian Hanton and Melissa O'Brien

Brian Hanton, District Director, then requested Council approval of a public recreation trail and access easement for the Willowbend Trail. He reviewed the following staff report.
To: Summit County Council

From: Brian Hanton, District Director  
Melissa O’Brien, Planning & Legal Affairs Manager  
Jessica Kirby, Open Space Management Supervisor

Date: January 17, 2019

Re: Public Recreation Trail Easement and Access Agreement for the Willowbend Trail

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SUMMARY REQUEST:
The Snyderville Basin Special Recreation District ("District") is seeking Summit County Council approval and execution of a public recreation trail and access easement for the Willowbend Trail.

BACKGROUND:
In the summer of 2017, the District, was approached by the Willowbend East Association of Unit Owners, Inc. ("HOA") requesting to formalize an official path, or entryway, from the HOA open space into the District’s Willow Creek open space.

The District rerouted the existing path, known as the Willow Creek Loop, to allow for HOA access with the understanding that the District will maintain the reroute for summer use only. The District purchased, installed and maintains a mutt mitt waste disposal station at the trail reroute location. The HOA purchased, installed and maintains a non-motorized foot bridge, such bridge is located on HOA property, at the edge of the District open space and trail.

Consistent with section 4b of the Snyderville Basin Special Recreation District Willow Creek Conservation Easement, the District notified Utah Open Lands ("UOL") of the trail relocation. This notification was given after construction, due to a miscommunication within the District. UOL requested that the District acquire a trail easement from the HOA to make clear that this was a public trail, not a social trail for the neighborhood.
PUBLIC RECREATION TRAIL EASEMENT AND ACCESS AGREEMENT

Property Owner: Willowbend East Association of Unit Owners, Inc. Trail Name: Willowbend

Parcel: SST-1 SST-2 SST-3 SST-4 SST-5 SST-6
   SST-7 SST-8 SST-9 SST-10 SST-11 SST-12
   SST-13 SST-14 SST-15 SST-16 SST-17 SST-18
   SST-19 SST-20 SST-21 SST-22

THIS PUBLIC RECREATION TRAIL EASEMENT AGREEMENT AND ACCESS AGREEMENT ("Easement Agreement"), is made and entered into this 23\(^{rd}\) day of January, 2019, by and between Willowbend East Association of Unit Owners, Inc., with address at 2076 Mahre Drive, Park City, Utah 84068. ("Owner"), and SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT, a special service district of the State of Utah, with offices at 5715 Trailside Drive, Park City, UT 84098 ("SBSRD"). Owner and SBSRD are sometimes collectively referred to in this Easement Agreement as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, Owner is the owner of certain real property in SUMMIT COUNTY, Utah, more particularly described on Exhibit A, attached hereto and by this reference incorporated herein (the "Property"); and,

WHEREAS, The term "Owner" as used herein shall mean the possessor of any interest in the Property, whether public or private land, including a condominium association where the easement to be granted herein is located in a designated common area and an owner’s association is empowered to grant easements over same; and,

WHEREAS, Owner desires to grant SBSRD an easement across a portion of the Property for the purpose of establishing a public, non-motorized trail, and assisting in the shaping of the character, direction, and development of public recreation trails throughout Summit County; and,
WHEREAS, SBSRD is a public body, authorized by law to acquire interests in real property for purposes of developing and maintaining land for public recreational opportunities;

AGREEMENT

NOW, THEREFORE, in consideration of the sum of one dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Grant of Easement.

Owner hereby grants unto SBSRD:

A. A trail easement ("Trail Easement") on, over, under, and across the Property solely consisting of a corridor Four feet (4') in width ("Easement Corridor") lying along an alignment as described in the document attached hereto as Exhibit B, and as depicted in the sketch attached hereto as Exhibit B, and by this reference both exhibits are incorporated herein, exclusively for the duration and purpose set forth herein below and consisting only of the rights hereinafter enumerated.

B. A non-exclusive access easement ("Access Easement") on, over, under, and across private roads, driveways, common area parcels, and emergency ingress/egress easements which are owned and/or controlled by Owner on the Property, including access into gated/guarded communities, for the duration and purpose set forth herein below and consisting of the rights hereinafter enumerated.

2. Duration.

The Trail Easement and Access Easement are granted in perpetuity, until terminated by a recorded instrument executed by both Parties, and shall run with the land so as to be forever binding upon the parties hereto and their respective heirs, personal representatives, administrators, successors, and assigns.

3. Purpose.

The purpose of the Trail Easement is to preserve the area within the Easement Corridor for use and preservation of a non-motorized trail, for the use and benefit of SBSRD and the general public.

The purpose of the Access Easement is to provide SBSRD and its Affiliates (as defined below), not the general public, access to the Easement Corridor as SBSRD deems reasonable and necessary to manage the Trail Easement in accordance with provisions set forth herein.

4. Rights Conveyed and Obligations.

SBSRD has the following rights and duties:
A. The right to establish and maintain appropriate signage within the Easement Corridor marking the trail and providing directions or other appropriate information in connection with the Trail;

B. The right to maintain the Easement Corridor, at its own cost, in a clean and sanitary condition, free from waste or litter and any condition that is offensive to the public health, safety or welfare or that constitutes a nuisance; and,

C. The duty to ensure that no lien or claim of mechanics, laborers or materialmen will be filed against the Property, or any part or parts thereof, for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by SBSRD regarding the Trail Easement.

D. If any damage occurs to Owner’s property or any improvements thereon arising out of, related to, or as a consequence of any of SBSRD’s work in the Easement Corridor, Owner promptly will notify SBSRD in writing of the damage. Unless otherwise agreed by the parties, SBSRD will repair the damage (or commence and diligently pursue repairing the damage) within 30 days after receipt of Owner’s notice.

5. **Limitation on Use of the Trail Easement.**

Public access on, over or across the Trail Easement shall be strictly limited to access by foot or other non-motorized means except as follows, to the extent the “as is” condition of the Trail Easement and Access Easement allow: (a) use by motorized or battery propelled wheelchairs, (b) use by Owner or SBSRD operated motor vehicles for purposes of construction or maintenance of any trail that may be established within the Easement Corridor, and (c) use for emergency access for wild land fire and structural fire suppression, to facilitate search and rescue operations, or by public law enforcement personnel as deemed necessary for public safety. Nothing in this Section 5 imposes an obligation on Owner to maintain or improve the Trail Easement or Access Easement in a manner suitable for the uses stated in (a) through (c).

6. **Fees.**

No fees shall be charged by Owner for use of the Trail Easement by the general public.

7. **Liability/Indemnification/Immunity.**

Owner shall enjoy the limitations on legal liability involving public recreational use of the Trail Easement as provided for in *Utah Code Annotated ("UCA") §§57-14-101 thru 205 (Limitations on Landowner Liability – Relating to Recreational Use) and UCA §57-14-401 and §78B-4-509 (2) and (3) (Inherent Risks of Certain Activities). Furthermore, SBSRD agrees to indemnify, defend, and forever hold Owner, (including without limitation, its officers, directors, owners, members, agents, representatives, affiliates, partners, associates, and employees, harmless from and against any loss, damage, injury or death arising from any act or omission of SBSRD (including without limitation, licensees, employees, agents, and invitees.
(collectively “Affiliates”), for the duration of the Trail Easement and/or Access Easement. Owner retains maintenance responsibilities for the Easement Corridor, except as provided in Section 4B above, thus SBSRD will not be responsible for any loss, damage, injury or death arising from the failure to adequately maintain the easement corridor, except to the extent SBSRD undertakes any maintenance pursuant to Section 4B above.

Owner shall promptly notify SBSRD of all incidents and claims known to the Owner which may be the basis for a claim of indemnification against SBSRD and provide SBSRD with a reasonable opportunity to defend, negotiate, settle, or deny such claims, and litigate the defense of such claims. Owner agrees that it will not in any way interfere with the rights of SBSRD to assert all legal defenses and defend the claims of third parties.

8. Owner’s Representations.

Notwithstanding that the Trail Easement and Access Easement granted herein is without warranty, Owner represents that it is a possessor in interest of the Property, and that it has full legal authority to grant this Trail Easement and Access Easement to SBSRD free of liability for any lien or encumbrance previously placed thereon by Owner.


Except as specifically stated in this Agreement, no right or duty of Owner as to maintenance, repair, replacement or improvement of the Property is modified or governed by, and shall not arise as a result of, this Agreement. Except for the rights expressly conveyed to SBSRD hereunder, Owner reserves to itself, its personal representatives, heirs, successors and assigns all other rights arising out of ownership of the Property, including, without limitation, the right to engage in, or permit or invite others to engage in, all uses of the Property not expressly prohibited herein and that are not inconsistent and do not interfere with the terms and conditions of this Easement Agreement, including, again without limitation, the following enumerated rights:

A. A right-of-way on, over, under, and across the Trail Easement for purposes of ingress, egress, placement of underground utilities for the benefit of the Property and adjacent property that is or may hereafter be acquired by Owner, the location of any such right-of-way to be designated by Owner at a future date; and

B. To relocate (but not terminate), the Trail Easement as described herein, provided the following conditions are met: 1. SBSRD approves in writing the proposed new location, which approval shall not be unreasonably withheld, noting that integrity of trail (e.g. grade, line of site) and increased maintenance concerns, are examples of justification for disapproval; and 2. The proposed new location of Trail Easement, as approved by SBSRD, is within the Owner’s property. Upon any such relocation, SBSRD shall enjoy all rights conveyed herein with respect to the Trail Easement as relocated.
C. To landscape and install and maintain irrigation within the Easement Corridor, but not any portion of the Trail, subject to the right, but not the obligation of SBSRD to manage any such vegetation as provided for in Section 4 Paragraph B herein.

D. To temporarily close access to the Trail Easement from time to time as necessary for maintenance and repair of the Property or as necessary for safety reasons.

10. Enforcement.

SBSRD and Owner shall have the right to enforce, through any permitted proceeding at law or in equity, including by specific performance, the terms, provisions, restrictions and requirements of this Easement Agreement. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, covenants and requirements of this Easement Agreement shall not result in or be construed to be an abandonment or termination of this Easement Agreement or any waiver of the right to insist upon such performance or compliance with the terms of this Easement Agreement in the future. If any action or proceeding is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of this Easement Agreement, the party prevailing in such action or arbitration shall be entitled to recover from the unsuccessful party reasonable attorneys’ fees, (including those incurred in connection with any appeal), the amount of which shall be fixed by the court or the arbitrator and made a part of any judgment rendered.

11. Acceptance.

By its signature set forth herein below, SBSRD hereby accepts the foregoing grant of the Trail Easement and Access Easement subject to the terms and conditions herein.


This Easement Agreement extends to and is binding upon the Parties and their respective heirs, personal representatives, successors and assigns.

13. Law.

This Easement Agreement shall be interpreted, construed, and enforced according to the laws of the State of Utah.

14. Relationship Between the Parties.

The easements and rights-of-way reserved above are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any similar relationship between Owner and SBSRD, or as applicable, owners' association and SBSRD.
15. Amendment.

This Easement Agreement shall not be modified or amended except by a written instrument executed by the Parties hereto and recorded in the official records of Summit County.

16. Entire Agreement.

The Parties agree that this Trail Easement and Access Easement constitutes the entire understanding and agreement between the Parties with regard to the subject matter hereof, and supersedes any previous agreement, representation, or understanding between the Parties relating to the subject matter hereof.

17. Severability.

If any provision of this Easement Agreement shall be declared by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Trail Easement and Access Agreement to be executed by their duly authorized representatives as of the date first written above.

Counterpart signatures appear on the following pages.
SBSRD
SNDYERVILLE BASIN SPECIAL RECREATION DISTRICT

BY:  
Brian Hanton

ITS:  District Director

SNDYERVILLE BASIN SPECIAL RECREATION DISTRICT

By:  
Roger Armstrong, Chair
Governing Board

Attest:  
Kent Jones
County Clerk

COUNTY CLERK'S SEAL
SUMMIT
COUNTY
STATE OF UTAH

On the 23rd day of January, 2019, personally appeared before me, BRIAN HANTON, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same as District Director of Snyderville Basin Special Recreation District, Summit County, Utah.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last aforesaid.

Notary Public
ANNETTE SINGLETON
Commission #687669
My Commission Expires February 24, 2020
State of Utah
OWNER
Willowbend East Association of Unit Owners, Inc.

BY:  C. Mark Raming

ITS:  President
      Title

STATE OF  Utah   )
COUNTY OF  Salt Lake ) ss

The undersigned, a Notary Public in and for the above state and county, hereby certifies that on the 13 day of December 2018, before me personally appeared C. Mark Raming, the President of Willowbend East Association of Unit Owners, Inc., who is known to me as the person and officer described in and who executed the foregoing instrument on behalf of said corporation, and who acknowledge that he/she held the position or title set forth in the instrument and certificate, that he/she signed the instrument on behalf of the corporation by proper authority, and that the instrument was the act of the corporation for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last aforesaid.

SEAL:

NOTARY PUBLIC
C Todd Seastrand
688570
Commission Expires
April 18, 2020
State of Utah
BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS N 89°15'54" E, 3321.53 FEET ALONG THE SECTION LINE AND NORTH, 478.10 FEET FROM THE SW COR. SECT. 30, T.11S., R.4E., S.L.B.&M. AND RUNNING THENCE NORTH, 47.28 FEET TO A POINT ON A 550.00 FOOT RADIUS CURVE TO THE RIGHT (RADIUS POINT BEARS EAST); AND RUNNING THENCE NORTHEASTERLY ALONG SAID CURVE, 147.60 FEET; THENCE N 19°22'33" E, 150.71 FEET TO A POINT ON A 210.45 FOOT RADIUS CURVE TO THE LEFT (RADIUS POINT BEARS N 74°37'27" W); THENCE NORTHEASTERLY ALONG SAID CURVE 210.78 FEET; THENCE N 42°00'34" W, 142.40 FEET TO A POINT ON A 382.55 FOOT RADIUS CURVE TO THE LEFT (RADIUS POINT BEARS N 42°00'34" W), SAID POINT ALSO BEING ON THE SOUTHERN BOUNDARY OF SILVER SPRINGS PLAT I-A AND ON THE CENTERLINE OF WILLOW CREEK ROAD; THENCE NORTHEASTERLY ALONG SAID CURVE, 114.92 FEET; THENCE ALONG SAID BOUNDARY S 59° E, 316.83 FEET TO A FENCE LINE, THENCE ALONG SAID FENCE LINE S 3°10' E, 400.42 FEET; THENCE S 65° W, 141.41 FEET; THENCE N 72°18'16" W, 43.05 FEET; THENCE S 59° W, 42.18 FEET; THENCE WEST, 84.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.71 ACRES.
Council Member Carson made a motion to approve the Public Recreation Trail Easement and Access Agreement for the Willowbend Trail as recommended. Council Member Wright seconded the motion and all voted in favor, 4-0.

**Dismiss as the Governing Board of the Snyderville Basin Special Recreation District**

Council Member Carson made a motion to dismiss as the Governing Board of the Snyderville Basin Special Recreation District and reconvene as the Board of County Council. Council Member Wright seconded with all voting in favor, 4-0.

**Consideration of Approval**

**Council Minutes dated January 9, 2019**

Council Member Carson made a motion to approve the minutes of January 9, 2019 as written with Council Member Wright seconding the motion which passed 3-0. Council Member Robinson abstained.

**Council Comments**

- Council Member Carson discussed a Support for Cancer Event that may be a joint effort of Summit County and Park City on March 23. She will get more details if interested
- She discussed an RFP for Mental Health Services in the County and those eligible for Medicaid
- A staff member from Representative King’s Office asked about a sustainability and environmental event and asked for Council support
- She thanked the Public Works Director and Staff for their efforts during the recent storms
- Council Member Robinson is helping plan for the Anniversary of the Golden Spike Event May 10 at Promontory, Utah
- Council Member Wright attended the UAC Board meeting talking about the upcoming legislative session
- Also attended a meeting discussing fire protection between Summit Park and Pinebrook. There may be a possibility for an application of grant funding

**Manager Comments**

- February 13 is County Officials Day at the Legislature. Council meeting in the afternoon
- Council retreat is scheduled for February 8
Possible action regarding appeal of County Manager's Decision for the Final Site Plan for Promontory Nicklaus West Clubhouse Phase 3 Expansion; Promontory Investments, LLC, Appellant

The applicant requested this matter be withdrawn from the meeting today. It will be rescheduled.

Closed Session – Litigation

Council Member Carson made a motion to convene in closed session to discuss litigation. The motion was seconded by Council Member Robinson and passed unanimously, 4 to 0.

The Summit County Council met in closed session from 4:35 p.m. to 5:55 p.m. to discuss litigation. Those in attendance were:

Kim Carson, Council Member
Glenn Wright, Council Member
Chris Robinson, Council Member
Tom Fisher, Manager
Margaret Olson, Attorney
Dave Thomas, Chief Civil Deputy

Council Member Carson made a motion to dismiss from closed session to discuss litigation and convene in open session. Council Member Wright seconded with all voting in favor, 4-0.

Public Input

There was no public input.

Public hearing and possible action regarding special exception request to allow a Non-Conforming Parcel to be eligible for subdivision; Layne Sargent, Applicant; Pat Putt

Pat Putt, Community Development Director, reviewed the following staff report regarding a special exception request to allow a Non-Conforming Parcel to be eligible for a subdivision located on Spring Canyon Road. Layne Sargent is the applicant and a public hearing is to be conducted prior to any action taken.
STAFF REPORT

To: Summit County Council
From: Patrick Putt
Date of Meeting: January 23, 2019
Type of Item: Special Exception
Process: Legislative Review

Recommendation: Staff recommends the Summit County Council:
1) Review the request a Special Exception to allow a Non-Conforming Parcel to be eligible for subdivision pursuant to the Eastern Summit County Development Code, Section 11-4-2.C-2 (D): Eligibility—Special Exception.
2) Hold a Public Hearing
3) Approve the Special Exception subject to the analysis and the Findings of Fact and Conclusions of Law contained in this report.

Project Description:

Project Name: Sargent Special Exception
Applicant(s): Layne Sargent
Property Owner(s): Layne Sargent
Location: Spring Canyon Road
Zone District: Agricultural-5 (AG-5)
Parcel Number and Size: NS-493; 23.18 acres
Type of Process: Special Exception
Final Land Use Authority: Summit County Council

Proposal:

The applicant requests approval of a Special Exception to allow a non-conforming parcel eligible for subdivision pursuant to the Eastern Summit County Development Code, Section 11-4-2.C-2 (D): Eligibility—Special Exception. Approval of a Special Exception will allow the applicant to proceed with a 3-lot Administrative Subdivision on file with the Planning Department
Background—Non-Complying Parcel Status: The applicant, Layne Sargent, owns parcel NS-493, a 23.18-acre, AG-5 zoned property on Spring Canyon Road. Mr. Sargent filed an administrative subdivision application on September 24, 2018 to subdivided the property into 3 residential lots; a Remnant Parcel; and a Remainder Parcel. As part of the initial application review it was discovered that NS-493 was a Non-Conforming Parcel due to the fact that the property was split off from an adjacent parcel, NS-493-A, in 2015 without going through the required Divisions of Agricultural Lands variation procedure set forth in Section 11-4-4 of the previous Eastern Summit County Development Code.

The Eastern Summit County Development Code defines a Conforming Parcel (Section 11-4-2) as follows:

Conforming Parcel: A conforming parcel is defined as one of the following:
1. A lot within a recorded subdivision which was created through a lawful Eastern Summit County Development Code land division process and which is intended for development purposes
2. A parcel which was created through a lawful Eastern Summit County Development Code land division process after May 6, 1996, and which conforms to the minimum size requirements of the applicable zone at the time of a development application;
3. A parcel created under Utah Code Annotated section 17-27a-605(4), as amended;
4. A grandfathered parcel; or
5. A parcel created by a bona fide division or partition of land for agricultural activities.
Mr. Sargent states the 2015 land division which created Parcels NS-493 and NS-493-A was done for non-development/agricultural purposes and to resolve a family matter. He asserts that he was not aware of the required Division of Agricultural Lands procedure in the Code at the time which required a Planning Staff review to ensure:

a. The property qualified for greenbelt status; and
b. The property would not be used for any non-agricultural purposes.

Lands which were divided for agricultural purposes under the previous Eastern Summit County Development Code were also restricted from eligibility for development for a period of 2 years.

The Divisions of Agricultural Lands procedure found in the previous Eastern Summit County Development Code was removed with the adoption on the new Development Code in June 2018. Under the current Development Code, divisions of land for agricultural activity is not a “subdivision” and only subject to complying with State Code requirements.

Background—Remedies: Pursuant to the Eastern Summit County Development Code, Section 11-3-16, a Non-Conforming Parcel is eligible for development of a single-family dwelling, subdivision, or other development action, permit, or use by an action of the County through one of the following development processes:

a. **Parcel Boundary Adjustment:** Parcel boundary adjustment, including the combination of a non-conforming parcel with a conforming parcel.

b. **Subdivision:** In cases where property descriptions were created in a manner not consistent with this title, a retroactive subdivision may be considered. The application shall include all associated properties from which the non-conforming parcel was derived.

c. **Subdivision Plat Amendment:** Subdivision plat amendment, including the expansion of a subdivision to include land outside of a subdivision, regardless of whether said land is a conforming parcel or a non-conforming parcel.

d. **Special Exception:** Special exception as granted by the County Council if the criteria for approval as outlined in Section 11-4-11 of the Development Code.

A Parcel Boundary Adjustment; Subdivision, or Subdivision Plat Amendment all require the reconstitution of the entire original parcel and the participation of the adjacent property owner, NS-493-A. Consent by the adjacent property owner to participate in a Parcel Boundary Adjustment; Subdivision, or Subdivision Plat Amendment has not been obtained. Mr. Sargent’s only Development Code remedy to resolve NS-493’s Non-Conforming Parcel status is a Special Exception.
Analysis and Findings:

The SCC may approve, approve with conditions, or deny a Special Exception based upon written findings of fact according to each of the following standards. It is the responsibility of the applicant to provide written and graphic evidence demonstrating compliance:

**Standard 1: The special exception is not detrimental to the public health, safety and welfare.**

*Complies.* The applicant’s pending subdivision application includes a request consistent with the uses, density, access, and development standards of the Agricultural-5 (AG-5) Zoning District. Any future development actions will be reviewed and conditioned for compliance with all Planning, Engineering, and Heath Department requirements. As of the date of the writing of this report, Staff has not received any telephone calls, e-mails, or letters expressing concern or opposition to the Special Exception request.

**Standard 2: The intent of the development code and general plan will be met.**

*Complies.* The Eastern Summit County General Plan encourages:

- new development that is suitably located to minimize impacts to the surrounding areas [Policy 2.1(a)];
- new development that has adequate resources and infrastructure to support the intensity of use [Policy 2.1(b)]; and
- new residential development that is consistent with the surrounding area [Policy 2.1(d)].

The applicant’s property is zoned Agricultural-5 (AG-5) which allows for residential development at a density of 1 unit/5 acres and agricultural uses. If approved, the Special Exception will allow the applicant to move forward with a pending subdivision application which is consistent with the General Plan and requisite Development Code Standards.

**Standard 3: The applicant does not reasonably qualify for any other equitable processes provided through the provisions of this title.**

*Complies.* The applicant could seek a Parcel Boundary Adjustment; Subdivision, or Subdivision Plat Amendment as a possible remedy; however, each of these processes require the reconstitution of the entire original parcel and the participation of the adjacent property owner, NS-493-A. Consent by the adjacent property owner to participate in a Parcel Boundary Adjustment; Subdivision, or Subdivision Plat Amendment cannot be obtained. The applicant’s only remaining reasonable option to resolve NS-493’s Non-Conforming Parcel status is a Special Exception.

**Standard 4: There are equitable claims or unique circumstances warranting the special exception.**
**Complies.** Staff finds merit in the applicant’s position that unique circumstances exist in this matter. The property in question meets all the necessary AG-5 zoning standards to be eligible for subdivision were it not for the fact that owner was remiss in verifying with Staff that the property qualified for greenbelt status; and confirming that the property would not be used for any non-agricultural purposes as was previously required under the old Development Code. The applicant has further complied with the 2-year non-conversion requirement. No Division of Agricultural Lands application existed under the old Development Code. No permit or formal approval actions were issued for Divisions of Agricultural Lands under the old Development Code. It was an information verification procedure, not a development or subdivision process. Staff finds that the intent of the previous Division of Agricultural Lands procedure have been met.

*Staff further finds merit in the applicant’s position that unique circumstances exist due to the fact that all other available remedies such as a Parcel Boundary Adjustment; Subdivision, or Subdivision Plat Amendment all require the reconstitution of the entire original parcel and the participation of the adjacent property owner, NS-493-A, who is unwilling to participate. The applicant is left with no other alternative than the Special Exception to remedy this matter so that he can move forward with his pending subdivision application.*

**Recommendation:**

Staff recommends the Summit County Council conduct a public hearing on this matter. Staff finds that this application meets the necessary standards set forth in Section 11-4-2.C-2 (D) and recommends the County Council approve the Special Exception pursuant to the following Findings of Fact and Conclusions of Law:

**Findings of Fact:**

1. Layne Sargent is the owner of Parcel NS-493, a 23.18-acre, AG-5 zoned property on Spring Canyon Road.
2. Mr. Sargent filed an administrative subdivision application on September 24, 2018 to subdivide the property into 3 residential lots; a Remnant Parcel; and a Remainder Parcel.
3. A review of Mr. Sargent's subdivision application discovered NS-493 was a Non-Conforming Parcel due to the fact that the property was split off from an adjacent parcel, NS-493-A, in 2015 without going through the required Divisions of Agricultural Lands varication procedure set forth in Section 11-4-4 of the previous Eastern Summit County Development Code.
4. Mr. Sargent has filed a Special Exception application to allow a Non-Conforming Parcel (NS-493) to be eligible for subdivision pursuant to the Eastern Summit County Development Code, Section 11-4-2.C-2 (D): Eligibility—Special Exception.
5. In 2015, the Division of Agricultural Lands procedure in the Eastern Summit County Development Code (Sections 11-4-4) required a Planning Staff review of divisions of agricultural lands to ensure:

- The property qualified for greenbelt status; and
- The property would not be used for any non-agricultural purposes.

6. In 2015, the Division of Agricultural Lands procedure in the Eastern Summit County Development Code (Sections 11-4-5) restricted the conversion of agricultural lands to development purposes for a period of 2 years.

7. The subject property qualified for greenbelt status in 2015.

8. The subject property has not been used for non-agricultural purposes.

9. The Divisions of Agricultural Lands procedure found in the previous Eastern Summit County Development Code was removed with the adoption on the new Eastern Summit County Development Code in June 2018.

10. The current Eastern Summit County Development Code does not recognize divisions of land for agricultural activity as “subdivisions”. Divisions of Agricultural Lands are now subject only to State Code requirements.

11. Any future subdivision of the NS-493 will require compliance with all Eastern Summit County Development Code and County Health Codes to ensure the protection of the public health safety and welfare.

12. The applicant does not reasonably qualify for any other equitable processes provided through the provisions of this title due to the fact that consent by the adjacent property owner to participate in a Parcel Boundary Adjustment; Subdivision, or Subdivision Plat Amendment cannot be obtained.

13. A unique circumstance inasmuch as the subject property meets all the necessary AG-5 zoning standards to be eligible for subdivision were it not for the fact that owner was remiss in verifying with Staff that the property qualified for greenbelt status; and confirming that the property would not be used for any non-agricultural purposes as was previously required under the old Development Code. The previous Development Code requirement for a 2-year non-conversion period has further been met.

14. No Division of Agricultural Lands application existed under the old Development Code.

15. No permit or formal approval actions were issued for Divisions of Agricultural Lands under the old Development Code.

16. The Division Agricultural Lands provision in place in 2015 was an information verification procedure, not a development or subdivision permit process.

17. As of the date of this report, Staff has not received any telephone calls, e-mails, or letters expressing concern or opposition to the Special Exception request.
Conclusions of Law:

1. The Special Exception is not detrimental to the public health, safety and welfare.
2. The intent of the Eastern Summit County Development Code and Eastern Summit County General Plan are met.
3. The applicant does not reasonably qualify for any other equitable processes provided through the provisions of this title.
4. There are unique circumstances warranting the Special Exception.

The public hearing was opened for comment.

Allan Bell is a neighbor to this property. He is not in opposition to the request, his comment is that the Council should consider some improvements in Spring Canyon Road because of the additional density being approved. It is the only ingress/egress and is not a very wide road. He would ask that Public Works review and address this need.

Hearing no other comments, the public hearing was closed.

Council Member Wright asked if this property could be grandfathered in any way. Pat said the previous code would require review and a permit to meet the standard, but did not go through that review. This is the remedy to comply with current code.

Chair Armstrong said it appears if it would have had that review, it would have been approved. Now, he feels this is the correct avenue to comply with current code.

Council Members Carson and Robinson agreed with those comments.

Council Member Carson made a motion to approve the special exception request to allow a Non-Conforming Parcel to be eligible for a subdivision located on Spring Canyon Road, Parcel NS-493, finding the application meets the necessary standards set forth in the code and pursuant to the findings of fact and conclusions of law outlined in the staff report. Council Member Wright seconded the motion and all voted in favor, 4-0.

Public Hearing and possible action regarding Dowland application for Special Exception, on property located at 5337 Killkare Loop Road, Kamas, UT 84036; Amir Caus

Amir Caus, County Planner, reviewed the following information regarding the Dowland application for Special Exception, on property located at 5337 Killkare Loop Road, Kamas. The request is to reduce the setback requirements from the river. A public hearing is to be conducted and staff is asking for direction and Council’s evaluation of the request.
STAFF REPORT

To: Summit County Council
From: Amir Caus, County Planner
Date of Meeting: January 23, 2019
Type of Item: Setback Special Exception - Public Hearing, Possible Action
Process: Legislative Review

RECOMMENDATION: Staff recommends that the Summit County Council hold a public hearing and evaluate the proposed special exception request.

Staff further recommends that the Summit County Council based on the public comment and Staff’s analysis, direct Staff to return with a set of Findings of Fact and Conclusions of Law for an action to be taken at a future meeting to be determined.

Project Description

Project Name: Dowland Setback Special Exception
Applicant(s): Integrated Planning and Design, Thomas Eddington
Property Owner(s): Jason and Christina Dowland
Location: 5337 Killkare Way, Summit County, Utah
Zone District: Agriculture 80 (AG-80)
Parcel Number and Size: KK-27 (0.39 acres) and KK-28-A (0.09 acres)
Type of Process: Legislative
Final Land Use Authority: Summit County Council

Proposal

Jason and Christina Dowland are the owners of Parcels KK-27 (0.39 acres) and KK-28-A (0.09 acres) which are both Conforming Parcels. Parcel KK-28-A has an existing 721 sq. ft. cabin which was constructed in 1958. The owners of the property are requesting to demolish and remove the existing cabin and construct a new single family dwelling which would not meet the River or Perennial Stream setback requirements. The owners would also combine the two parcels which would reduce the overall density by one unit. As part of the request, the owners are requesting that Summit County Council grant a special exception to the Eastern Summit County Development Code Section 11-3-7(C) to decrease the required 100 foot River or Perennial Stream setback to 72 feet. The 28 foot stream setback exception would allow for the Dowland Special Exception
construction of a new single family home in a location preferred by the property owners. The owner’s proposal can be found in Exhibit A of this Staff Report.

Vicinity Map

Background

Jason and Christina Dowland are the owners of the parcels, located at 5337 Killkare Way, Summit County, Utah.

- Parcels KK-27 (0.39 acres) and KK-28-A (0.09 acres) are considered Conforming Parcels.
- The owners are proposing to combine Parcels KK-27 and KK-28-A.
- The owners are requesting to demolish and remove an existing 721 sq. ft. cabin constructed in 1958 and propose to construct a new single family dwelling which would not meet the current 100 foot River or Perennial Stream setback requirements.
- The existing cabin is constructed on a lot line shared by Parcels KK-27 and KK-28-A.
- The property has access from Killkare Way.
- Per Section 11-3-7(C) of the Eastern Summit County Development Code, the setback for a River or Perennial Stream is 100 feet from the ordinary high water mark.

Dowland Special Exception
On May 31, 2018, Summit County Board of Adjustment denied a Variance request from the owners for a single family residence which did not meet the River or Perennial Stream setback requirements. The Board of Adjustment found that there was sufficient area to construct a similar size home outside of the 100-foot River or Perennial Stream setback. The owners were proposing to construct a single family residence with a 3,200 sq. ft. print and a total of 4,050 gross sq. ft. A 1,740 sq. ft. portion of the footprint would be dedicated for a garage for the family’s RV and car. The remaining area of the house would be living quarters. The proposed River or Perennial Stream setback is 72 feet from the high water mark. Other properties in the subdivision have setbacks similar or smaller than the one being requested by the owners. The owners are unable to build a preferred design with a garage deep enough to accommodate their RV and car and meet the required setbacks. Because not all five criteria for a variance approval were met, the Board of Adjustment denied the request.

On November 19, 2018, the Council had a site visit to the subject property to better familiarize themselves with the property and its physical constraints.

The applicant believes that the strict language for granting of a variance may not be the most appropriate process and have therefore requested a special exception.

As part of the request, the owners wish to remove an existing cabin and combine two parcels together to construct their preferred design. This would result in one unit of density less than what there is today. If the current parcel layout remains, future variance requests would be a possibility. Please refer to the site plan options in Exhibit B for further reference.

NOTE: The survey shows a 30 foot front setback from the right-of-way, however the zone setback is 25 feet from the right-of-way.

Analysis and Findings

Assuming the Council decides that a Special Exception is the appropriate vehicle for achieving better design, then the SCC may approve, approve with conditions, or deny a Special Exception based upon written findings of fact according to each of the following standards.

It is the responsibility of the applicant to provide written and graphic evidence demonstrating compliance:

Standard 1: The special exception is not detrimental to the public health, safety and welfare;

Analysis: The applicants are proposing a home with an oversized garage that accommodates their RV trailer. The applicants have stated that they wish to preserve existing trees, prevent damage to the septic field and to allow the continued snow storage at the front of the lot which would enhance public health, safety and welfare.

REQUEST DISCUSSION

Dowland Special Exception
NOTE: Staff has a concern regarding the proximity of the structure to the well that would need to be addressed prior to any approvals. The southern wall of the structure appears to abut the well location per the provided survey. Taking footings and foundation construction into account, Staff would need to confirm the exact location and footing design prior to any approvals. The Health Department has stated that they do not regulate the placement of wells other than to make sure they meet setbacks from the septic system, but that there would need to be sufficient area around the well for maintenance purposes.

**Standard 2:** The intent of the development code and general plan will be met;

**Analysis:** The general plan and the development code provide the framework and details such as zoning regulations that include height and setbacks in order to maintain the health, safety, and welfare of the community.

The required setback is 100 feet from the high water mark and was established to prevent flooding of properties and to prevent infiltration of contaminants into the stream. The proposed River or Perennial Stream setback is 72 feet from the high water mark. Staff requests a discussion whether the proposed 72 foot setback is sufficient and whether the Council will require additional mitigation.

Goal 5.1(a) of the Eastern Summit County General Plan states; *Ensure that development occurs in a manner and location that protects natural resources, including but not limited to pollution prevention, erosion prevention, national forests, crucial wildlife habitat and corridors, agricultural lands, fisheries, water quality, wetlands, scenic view sheds, riparian areas, wildlife and clean air.*

The applicant is proposing to combine the two properties which would result in removal of one development right. **REQUEST DISCUSSION**

**Standard 3:** The applicant does not reasonably qualify for any other equitable processes provided through the provisions of the Code;

**Analysis:** On May 31, 2018, Summit County Board of Adjustment denied a Variance request from the owners for a single family residence which did not meet the River or Perennial Stream setback requirements. The Board of Adjustment found that there was sufficient area to construct a similar size home outside of the 100-foot River or Perennial Stream setback. The applicant believes that the strict language for granting of a variance may not be the most appropriate process and have therefore requested a special exception. **REQUEST DISCUSSION**

**Standard 4:** There are equitable claims or unique circumstances warranting the special exception;

Dowland Special Exception
Analysis: If the two conforming parcels remain, the developable area is limited to ~1,500 sq. ft. if the evergreens are preserved and ~2,500 sq. ft. without preserving the evergreens. Neither development area is of a typical rectangular shape associated with single family home development. The applicant is proposing to combine the two parcels, remove a development right, which would allow for the owners' preferred design, but would require a special exception to allow for up to a 72 foot setback from the high water mark instead of the required 100 foot setback. The applicant believes this to be a unique circumstance. REQUEST DISCUSSION

Recommendation

Staff recommends that the Summit County Council hold a public hearing and evaluate the proposed special exception request.

Staff further recommends that the Summit County Council based on the public comment and Staff's analysis, direct Staff to return with a set of Findings of Fact and Conclusions of Law for an action to be taken at a future meeting to be determined.

Public Notice, Meetings and Comments

This item was publicly noticed as a public hearing with possible action by the Summit County Council. Notice of the public hearing was published in Summit County News. Courtesy postcards were mailed to all property owners within 1,000 feet of the subject Parcel.

As of the date of this report, no public comment has been received.

Attachments

Exhibit A – Proposal and Applicant Analysis
Exhibit B – Site Layout Options
Background

Jason and Christina Dowland completed an application for a Variance that was heard by the Zoning Board of Adjustment on May 31, 2018. That application was denied based upon the fact that it did not meet all five of the hardship requirements. We are not contesting the denial of the Variance; we understand the very narrow legal parameters that define that review process.

We also understand that the Variance process is not necessarily applicable to all projects. Some projects have unique circumstances or geographic hardships – some projects have both – and cannot be approved because of the rigid construct in place for approval of a Variance. And that is why we are applying for a Special Exception and the opportunity to be heard by the County Council.

Proposal

The owners (Jason and Christina) have two lots: KK-27 and KK-28A. They propose to combine the lots and build a single-family dwelling unit with a 3,200 square foot building footprint for a house with 4,050 gross square feet. Based upon the required setbacks, the allowed building footprint for the combined lots is substantially greater - approximately 7,000 SF (52' x 131'). The house includes a 1,740 square foot garage for the family’s RV and car. The remaining first floor area (1,460 square feet) is the living area for Jason and Christina – all first-floor living due to Jason’s debilitating hip condition that makes climbing stairs a challenge. They do propose a partial second floor with two bedrooms and a bathroom for guests only.

This proposal requires the demolition and removal of an existing dilapidated 721 square foot cabin (the cabin primarily sits on lot KK-28A but straddles the lot line between the two lots and in an existing nonconforming structure). The existing cabin is on a non-conforming lot that is approximately 40' deep x 110' wide.

The owners believe that combining the lots (removing the dilapidated cabin) and having only one structure on a single larger lot is more appropriate to preserve the existing neighborhood fabric. Both of the lots are legal lots of record or Buildable Conforming Parcels and carry with them a legal right to have a building built upon each of them. Each lot would qualify for and require variances by the Board of Adjustment and likely would result in the granting of various setback variances including a reduction in the rear setback to the high water mark.
The owners' proposal to combine the lots will solve a number of issues including but not limited to: removing a second structure from the site, maintaining the neighborhood character, and preserving much of the existing mature vegetation on site.

The property is situated on the Provo River and the required setback from the high water mark is 100'. This severely constrains any development rights on the property and requires the owners to situate their house closer to Killcare Way than any is any other house in the neighborhood. Unfortunately, the owners are unable to build a house with a garage deep enough to accommodate their RV and car in this limited buildable area and are further constrained by a mature grove of evergreen trees they believe are essential to preserve on site. The Development Scenarios outlined later in this report illustrate this challenge in detail.

Existing Site Survey
Site Conditions

Zoning District: Agriculture 80 (AG 80)

Property Size (2 lots): 0.48 acres (20,909 sf)

Proposed Building Footprint: 3,200 square feet (including garage)

Proposed Gross Square Feet of Building: 4,050 (including garage)

Aerial Illustrating Surrounding Properties and Existing Conditions

Panoramic Photo of Site (looking south to property)
Special Property-Specific Circumstances on the Two Lots That Constrain Development

- The unusual lot sizes and shapes – Lot KK-27 is a flag lot that contains 0.39 acres (16,988 sq ft) and is situated behind lot KK-28A – a legal lot of record that is only 0.09 acres (3,900 sq ft) and that the County would have to allow a house to built upon it despite its small size. The Agriculture – 80 (AG-80) zoning district requires a one-acre minimum lot size, however both of the lots are grandfathered and developable since they are legally platted lots. The owners understand the County's desire to just have one structure built on combined lots – they share that desire.
- The property is filled with beautiful mature trees including some slow-growing evergreens that significantly improve the character and value of the property. The owner would like to preserve as many of these trees as possible.
- The septic field covers a large area of the property (approximately 25’ x 35’) and is situated on the southern end of the property and fully within the buildable area of the lot pursuant to the Zoning Code. The reality is that no development can take place in this location without compromising the septic field and tank. This further limits the owners' development footprint.
- Killkare Way – the paved road currently encroaches upon both of the owners' lots within the front setback area. In addition, during the winter months, snow removal is repeatedly deposited in the front setback area of the owners' property. That is primarily attributable to the fact that Killkare Way is directly aligned with the property and before the plows turn to the west for a straight run down that stretch of the road, they need to unload the snow from the north/south stretch of Killkare Way. This de facto snow storage area further limits the use of the property.

Development Scenarios

1. **Build a house on the lot that is currently vacant**

   - Front Setback (to side/rear of second lot) 12’
   - Side Setbacks 12’ (each)
   - Rear Setback (from high water line) 100’

The vacant lot that can be built upon is a flag lot that has a +/-35’ wide entrance onto Killkare Way. This entrance wraps around the existing house on the adjacent lot the Dowland's own. The driveway would have to be located adjacent to the western-most property line to avoid the existing septic field and then wind through a significant portion of the lot necessitating the removal of many mature trees and native landscaping. The resulting buildable footprint is +/-34’ deep x +/- 45’ wide. The limited depth of this structure would not allow for a garage deep enough to house the owners’ RV. It is worth repeating, this option is not the owners first
choice since they have no real desire or need to keep the dilapidated cabin on the front lot.

Allowed Building Footprint Per Code

Existing Site Conditions / Impediments
2. **Combine the two lots and build a house**

Front Setback (from Killkare Way)  30’
Side Setbacks  12’ (each)
Rear Setback (from high water line)  100’

The owners bought this property for a number of reasons – its location near the river, the quality and likability of their neighbors, the mature tree canopy and woodsy ambiance, and the list goes on – all of these attributes are important to them but chief among them is the intent to preserve as many of the mature trees on the property and, in particular, the evergreens. But to do this will a reduced setback from the high water line of the Provo River – from 100’ to 72’.

By combining the two lots and removing the cabin, the developable area increases but not significantly due to the existing septic field and the owners’ goal to preserve the mature trees on the property. The buildable area allowed per code is approximately 53’ deep x 122’ wide but the existing site conditions further reduce this to a buildable lot of approximately 53’ deep x 45’ wide. Neither of these footprints (code allowed or actually buildable given the site conditions) allow for the construction of a 60’ deep garage to house the owners’ RV.
Allowed Building Footprint Per Code

Existing Site Conditions / Impediments
Actual Buildable Footprint Excluding Existing Site Conditions

3. The proposed site plan illustrated below is to preserve existing mature trees and avoid any development on/near the septic field:

The proposed building footprint (40’ x 80’) is 3,200 SF. Based upon the required setbacks, the allowed building footprint for the combined lots is approximately 7,000 SF (52’ x 131’). The proposed building footprint is less than half the size permitted by ordinance. The configuration is different and that is based upon the owners’ strong appreciation for the existing and mature evergreen trees that they would like to protect and build around (staying out of the dripline of these trees) to preserve them on the property.

The owners also propose to maintain the 30’ front yard setback that is the traditional to this neighborhood despite the fact that the county recently changed the front yard setback to 25’. The road, Killkare Loop Road, encroaches over the front property line and is further impacted by the fact that this area serves as the snow storage area for the public road. Finally, the neighbor’s property can only be accessed via an easement over the front of this property and will require additional space for a future driveway.
Special Exception Analysis

**Standard 1:** *The special exception is not detrimental to the public health, safety, and welfare.*

There are no detrimental effects to the public health, safety, and welfare should the County Council grant the Special Exception. The proposed setback (72'-0") from the high water mark would be the largest setback within the entire neighborhood. The average setback for the seven (7) lots along the Provo River that have houses on them is 43.37'. This proposal would be almost 30' greater than the average setback currently in place. This is also the last lot to be developed along the waterfront.

Furthermore, preserving the existing trees, preventing damage to the septic field and allowing the continued snow storage at the front of the lot will actually enhance the public
health, safety and welfare. It is worth noting that without a special exception, the existing two lot situation would necessitate and qualify for variances including a rear setback variance.

**Standard 2: The intent of the development code and general plan will be met.**

The proposal to decrease the setback from 100’ to 72’ meets the intent of the development code and general plan. As noted above, this 72’ setback will be the largest of any house in the neighborhood and will allow for the greatest degree of preservation of mature vegetation and trees (an important aspect that should be preserved to protect water resources from runoff, silt, etc.). The intent of the development code and general plan is to protect the County's waterways. The proposed setback, greater than any other in the neighborhood, combined with the fact that the vegetation in this area will remain in place is assurance that the intent is met. There is no better “sponge” to collect runoff and resolve drainage issues than existing mature vegetation; the preservation of these natural attributes is almost always more beneficial than any manmade device or imposed setback on site.

**Standard 3: The application does not reasonably qualify for any other equitable processes provided through the provisions of the code.**

The owners did pursue a variance for this project and had a hearing on May 31, 2018. The Variance was denied and the owners respect that decision based upon the fact that the requirements for a Variance are very focused and very numeric by design. Also challenging is that an Applicant must meet all five of the criteria for approval; not a majority. For example, one of the five criteria for a Variance is: “there are special circumstances attached to the property that do not generally apply to other properties in the same district.” It can easily be argued that there are NOT special circumstances that apply to this property because ALL of the houses in this neighborhood that have been built along the waterfront have the same site conditions and requirements – 100’ setback from the high water mark. That is a fair assessment. What is different is that this property is the LAST property to be developed and all of the existing houses are already built within the 100’ setback. The lots are similar except for the fact that all remaining lots are already built out. From a technical read of this criterion, we do not have any special circumstances. But that is really not the question at hand. The bigger question is can we meet the intent of the development code and general plan and build a house to accommodate the property owners and house their RV...and protect existing vegetation and tree canopy to ensure the integrity of the high water mark? We believe these goals are not mutually exclusive and are confident that each can be accomplished with the proposed site plan that will situate the proposed house further back from the high water mark than any other house in the neighborhood.
**Standard 4:** There are equitable claims or unique circumstances warranting the special exception.

The owners have equitable claims based upon the very unique circumstances that impact their property. While a Variance review will correctly state that all of the properties in the neighborhood (along the river) have special circumstances and ultimately result in a denial for an Applicant (while discounting the fact that the other properties are already developed and enjoying their homes), equitable claims warranting a special exception offer a different context for review of this case. This review is prima facie and allows for a more common sense approach. The following is a summation of the property’s unique circumstances that were outlined earlier in this report:

- The unusual lot sizes and shapes – Lot KK-27 is a flag lot that contains 0.39 acres (16,988 sq ft) and is situated behind lot KK-28A – a legal lot of record that is only 0.09 acres (3,900 sq ft) and that the County would have to allow a house to built upon it despite its small size. The Agriculture – 80 (AG-80) zoning district requires a one-acre minimum lot size, however both of the lots are developable since they are legally platted lots. The owners understand the County’s desire to just have one structure built on combined lots – they share that desire. This proposal would be significantly less impactful on the surrounding environment than would two houses on these lots (left uncombined).

- The property is filled with beautiful mature trees including some slow-growing evergreens that significantly add to the character and value of the property. The owner would like to preserve as many of these trees as possible.

- The septic field covers a large area of the property (approximately 25’ x 35’) and is situated on the southern end of the property and fully within the buildable area of the lot pursuant to the Zoning Code. The reality is that no development can take place in this location without compromising the septic field and tank. This further limits the owners’ development footprint.

- Killkare Way – the paved road actually encroaches upon both of the owners’ lots and within the front setback area. In addition, during the winter months, snow removal is repeatedly deposited in the front setback area of the owners’ property. That is primarily attributable to the fact that Killkare Way is directly aligned with the property and before the plows turn to the west for a straight run down that stretch of the road, they need to unload the snow from the north/south stretch of Killkare Way. This de facto snow storage area further limits the use of the property.
Thomas Eddington, representing the applicant, reviewed the following presentation to give additional information regarding the Special Exception request of the Dowlands.
REQUEST FOR SPECIAL EXCEPTION

5537 KILLKARE LOOP ROAD
BACKGROUND

- Jason and Christina Dowland bought the property two years ago; it is the last undeveloped property in this small neighborhood.

- Their dream is to build a house for the two of them that sits within a wooded setting.

- They created a site plan with a building footprint to preserve the existing mature evergreen trees on site and maintain neighborhood compatibility.
THE SITE

Zoning District: Agriculture 80 (AG 80)

Property Size (2 lots): 0.48 acres (20,909 sf)

Proposed Building Footprint: 3,200 square feet (including garage)

Proposed Gross Square Feet of Building: 4,050 (including garage)
THE SITE
OPTION 1: BUILD A SECOND STRUCTURE ON THE VACANT LOT
OPTION 1: BUILD A SECOND STRUCTURE ON THE VACANT LOT
OPTION 1: BUILD A SECOND STRUCTURE ON THE VACANT LOT
OPTION 2: REMOVE THE EXISTING STRUCTURE, COMBINE LOTS, AND BUILD ONE HOUSE
OPTION 2: REMOVE THE EXISTING STRUCTURE, COMBINE LOTS, AND BUILD ONE HOUSE
OPTION 2: REMOVE THE EXISTING STRUCTURE, COMBINE LOTS, AND BUILD ONE HOUSE
PROPOSED HOUSE CONFIGURATION ON SITE
PROPOSED HOUSE CONFIGURATION ON SITE WITH RV IN GARAGE

Lot 29
Proposed Building Footprint
w/ Existing Site Conditions
(approximately 40' wide by 60' deep)
The Army Corps of Engineers built the +/-6' high berm along the entire length of the neighborhood in the late 1970s.
THE SITE IN CONTEXT
SNOW STORAGE AT FRONT OF PROPERTY
SPECIAL EXCEPTION CRITERIA

Standard 1: *The special exception is not detrimental to the public health, safety, and welfare.*

- The proposed setback (72'-0") from the high water mark would be the largest setback within the entire neighborhood. The average setback for the seven (7) lots with houses along the Provo River is 43.37'. This proposal would be almost 30' greater than the average setback currently in place. This is also the last lot to be developed along the waterfront.

- Furthermore, preserving the existing trees, preventing damage to the septic field and allowing the continued snow storage at the front of the lot will actually enhance the public health, safety and welfare. It is worth noting that without a special exception, the existing two lot situation would necessitate and qualify for variances including a rear setback variance.
SPECIAL EXCEPTION CRITERIA

Standard 2: The intent of the development code and general plan will be met.

- The intent of the development code and general plan is to protect the County’s waterways and natural vegetation. The proposed setback, greater than any other in the neighborhood, combined with the fact that the vegetation in this area will remain in place is assurance that the intent is met.

- The berm built by Army Corps of Engineers has effectively reduced the distance of the high water mark.

- There is no better “sponge” to collect runoff and resolve drainage issues than existing mature vegetation; the preservation of these natural attributes is almost always more beneficial than any manmade device or imposed setback on site.
SPECIAL EXCEPTION CRITERIA

Standard 3: The application does not reasonably qualify for any other equitable processes provided through the provisions of the code.

- The owners did pursue a variance for this project and had a hearing on May 31, 2018. The Variance was denied and the owners respect that decision based upon the fact that the requirements for a Variance are very focused and very numeric by design.

- The question we should be addressing is can we meet the intent of the development code and general plan and build a house to accommodate the property owners and house their RV...and protect the existing vegetation and tree canopy to ensure the integrity of the high water mark? We believe these goals are not mutually exclusive and are confident that each can be accomplished with the proposed site plan that will situate the proposed house further back from the high water mark than any other house in the neighborhood.
SPECIAL EXCEPTION CRITERIA

Standard 4: There are equitable claims or unique circumstances warranting the special exception.

The following is a summation of the property’s unique circumstances that were outlined earlier in this report:

- The unusual lot sizes and shapes – Lot KK-27 is a flag lot that contains 0.39 acres (16,988 sq ft) and is situated behind lot KK-28A—a legal lot of record that is only 0.09 acres (3,900 sq ft) and that the County would have to allow a house to be built upon it despite its small size. The Agriculture – 80 (AG-80) zoning district requires a one-acre minimum lot size, however both of the lots are developable since they are legally platted lots. The owners understand the County’s desire to just have one structure built on combined lots – they share that desire. This proposal would be significantly less impactful on the surrounding environment than would two houses on these lots (if left uncombined).
SPECIAL EXCEPTION CRITERIA

Standard 4: *There are equitable claims or unique circumstances warranting the special exception.*

- The property is filled with beautiful mature trees including some slow-growing evergreens that add significantly to the character and value of the property. The owner would like to preserve as many of these trees as possible.

- The septic field covers a large area of the property (approximately 25' x 35') and is situated on the western end of the property and fully within the buildable area of the lot pursuant to the Zoning Code. The reality is that no development can take place in this location without compromising the septic field and tank. This further limits the owners' development footprint.

- Killkare Way (Loop Road) – the paved road actually encroaches upon both of the owners' lots and within the front setback area. In addition, during the winter months, snow removal is repeatedly deposited in the front setback area of the owners' property. That is primarily attributable to the fact that Killkare Way is directly aligned with the property and before the plows turn to the west for a straight run down that stretch of the road, they need to unload the snow from the north/south stretch of Killkare Way. This de facto snow storage area further limits the use of the property.
The public hearing was opened for comment.

Kim Vanderneyden stated he has no problem with what is being requested. He is a neighbor.

Laura Gines lives in a house directly across from the Dowlands and would like to see approval of what is being requested. She knows of other owners of that property that were not successful in trying to build and she would like to see improvements made and them be able to build a new home.

Ashley Cleaver lives across the street full time and these are great people and part of the small community. She is supportive of the request and also would like to see a nice home there.

Hearing no other comments, the public hearing was closed.

Council Member Wright asked if other homes nearby meet the current code. Mr. Caus said most are very old homes and would not meet current code requirements. Mr. Wright also questioned the request to build in a flood zone. Mr. Caus said there are specific requirements to obtain a permit in a flood zone but code does not prohibit building there. Council Member Wright still expressed concern about approval of a special exception in a flood zone and would not support the request.

Chair Armstrong was concerned about creating a precedent if approving a special exception when all criteria required are not met. The owners may not meet the code with the proposed house and garage requested, but may still be able to build to meet setback requirements with another smaller design. He suggested Council Member Clyde would concur with protecting the waterway and following the setback requirements. He is not comfortable with the request when the property owners still have options to design and meet the code setback.

Council Member Carson understands this is their dream design, but the special exception process is for circumstances when no other options are available. She encouraged following the setback requirements because there were many reasons the code was specific to protect of the water.

Council Member Robinson expressed an interest in approving the special exception if there was justification. But also had a concern that other issues arise in addition to the setback including the trees, the drain field, and size of the footprint. He felt the reality is they could still make a building comply without special exception, and was finding no justification to support the request.

The Council was not supportive of the request as is, but would allow the applicant time to consider other design options and provide additional information that did not need a special exception, or that would meet code requirements.

Council Member Carson made a motion to continue this item to a date uncertain with no decision today and allow the applicant to consider other options. Council Member Robinson seconded with all voting in favor, 4-0.

The Council meeting adjourned at 8:05 p.m.

Roger Armstrong, Chair

Kent Jones, Clerk