



To: Summit County Council

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

Date: February 25, 2021

Re: 2021 Proposed Policy Changes

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 Administrative Control Board (“Board”) for recommendation and then to the County. Up-to-date Policies and Procedures and Operational Policies are publicly available on the District’s website. Up-to-date Personnel Policies are available on the District’s internal employment website.

Discussion

This memorandum is accompanied by redlined versions of each set of policies. Proposed changes were circulated to the County Attorney’s Office, as well as the County’s Personnel Department. The Board forwarded a positive recommendation to County Council on February 11, 2021.

District Policies & Procedures

1. *Chapter 2 (Administrative Control Board Rules & Regulations); Article III (Membership of the SBSRD Administrative Control Board); Section 8: Modifications include the addition of Section 8.1.6 to provide that all Board payments be conducted through payroll for administrative ease.*
2. *Chapter 2 (Administrative Control Board Rules & Regulations); Article IV. (Officers of the Administrative Control Board); Section 1 and Article VI (Meetings); Section 1: Discussion of an annual January meeting was struck to be consistent with operations.*
3. *Chapter 2 (Administrative Control Board Rules & Regulations); Article IV. (Officers of the Administrative Control Board); Sections 5 and 6: These sections have been*

modified to include the assistance of specific Staff members as many of the day-to-day functions are performed by Staff. The sections have been compared with Utah Code to ensure compliance.

4. *Chapter 4 (Open and Public Meetings); Section II (Compliance with State Law); A. (Application of the Open and Public Meetings Act) and Section IV (Conduct of Meetings); A. (Quorum)*: Mention of a quorum of 4 was struck as the policies allow for a Board of five to seven members.
5. *Chapter 7 (Governance Process); GP-2 (Governing Style); 10*: The Board self-monitoring was changed to annually per Board suggestion.
6. *Chapter 11 (Budgetary/Fiscal Policies); VI (Reporting); (D) Impact Fee Report and associated schedule*: The deadline for filing annual impact fee reporting was modified from 30 days after fiscal year end to 180 days after fiscal year end to be consistent with both Utah law and guidance from the State Auditor's Office.
7. *Chapter 11 (Budgetary/Fiscal Policies); Section IV (Reporting); F. (Continuing Disclosure)*: Anna Dee Hooper was removed as the GO Bond contact to leave the contact information general consistent with the other entries.
8. *Chapter 11 (Budgetary/Fiscal Policies); Section IX (Fund Balance Limitations); A.*: This section was updated consistent with changes made last year and State law.
9. *Chapter 12 (Purchasing Policy and Procedures)*: The following changes were made following the passage of SB 90 in the 2020 General Session. Citations were updated, as necessary.
 - a. *VIII. Competitive Procurement; A. Request for Information*
 - b. *VIII. Competitive Procurement; C. Bidding Procedure; 7. Bid Correction; Withdrawal or Clarification*
10. *Chapter 12 (Purchasing Policy and Procedures)*: Language was added to ensure all applicable exceptions to competitive procurement allowed under the Utah Code were available to the District.

Note: Changes have been made to make citations consistent.

District Personnel Policies

1. *Section 1 (Personnel System Provisions); B. (Functions of the Manual)*: Language was changed to provide that reference to a specific gender shall be construed to include any gender to open the definition up to gender identification other than male and/or female.
2. *Section 3 (Administration); B. (Personnel Committee); 2*. Language was added to clarify the Personnel Committee chair role when the committee is acting in various capacities.
3. *Section 3 (Administration); E. (Official Personnel Records)*: (1) The individual responsible for overseeing the record keeping for personnel information was changed from the Personnel Director to the District Administrator or designee to better align with operations. However, language was added to provide for access for the Personnel Director. (2) Language was added to provide that verification of prior employment and reference checks are maintained separately from other personnel records. (3) Individuals required to be notified as to personnel record changes were eliminated to just include the District Administrator. (4) The District Administrator was added to the list of recipients of any challenge to the content of one's personnel record. (5) The Requests for Information section was reordered to make more sense and incorporated a reference to the Operational Policies that address reference checks.

4. *Section 5 (Hiring for New and Vacant Positions); E. (Employment Eligibility Verification)*: The completion of the I-9 paperwork has been assigned to the District Administrator or designee and the qualifying documentation language has been added consistent with what is accepted.
5. *Section 5 (Hiring for New and Vacant Positions); F. (Hiring Procedures)*: The necessary notification of open positions was limited to full-time employees and enumerated year-round part-time employees. We currently conduct our internal posting of jobs through physical postings at the Fieldhouse and Trailside and email. We encourage dissemination of the information to all part time and seasonal employees. However, due to the different job locations, we do not have a posting location that we can definitively say is available to all employees.
6. *Section 5 (Hiring for New and Vacant Positions); H. (Orientation Period)*: Similar language as provided in New Hire Orientation was added to the section on Promoted or Transferred Employees Orientation to document the procedure.
7. *Section 6 (Employment Status); B. (Merit Exempt Positions)*: Language was struck to bring the policy into current operations.
8. *Section 7 (Personnel Actions); I. (Transfer)*: Language was eliminated as redundant with other sections.
9. *Section 8 (Compensation); E. (New Hire Increases)*: Language was eliminated as unnecessary and inaccurate based on operations. All merit reviews take place in December.
10. *Section 8 (Compensation); G. (Separation Pay)*: The option of extending a separation date to a time when all vacation and all comp time was used has been eliminated, along with related language. As now written, upon separation, a final check that includes all vacation and comp time will be issued on the pay day for the pay period in which the actual last day of work occurred.
11. *Section 8 (Compensation); O. (Performance/Incentive Awards & Bonuses)*: Language was added to clarify who would approve the bonus and who would include it in the personnel file and payroll.
12. *Section 9 (Fringe Benefits); F. (Vacation)*: Language was added placing the responsibility of reviewing pay stubs on the employee to discover any vacation accrual discrepancies.
13. *Section 10 (Reimbursement for Expense); A. (Travel)*: Instead of processing per diem for travel before a business trip, modifications provide for the process to occur after the trip. Often a trip is cut short or there is inaccurate information about meals provided by the conference, etc. After the trip is complete, an accurate per diem determination can be made.
14. *Section 12 (Productive Work Environment); A. (General Conduct)*: Language was amended to provide that the District Director is responsible for determining what creates a professional business environment in the District.
15. *Section 12 (Productive Work Environment); F. (Discrimination Based on Protected Categories)*: Language adds District Administrator to list of people to whom complaints should be reported.
16. *Section 16 (Occupational Laws); A. (Occupational Health & Safety)*: Language adds a designee to whom a report of an on-the-job injury may be reported.
17. *Section 16 (Occupational Laws); B. (Workers Compensation)*: Incorporates by reference the operational policy concerning workers compensation.
18. *Section 18 (Communications); I. (Working Remotely)*: Language was added to distinguish remote work unrelated to travel and require that the remote location be safe.

Language was also added to clarify workers compensation eligibility for those employees working from home.

19. *Definitions*: The definition of Position specifically excludes Board members. Such exclusion will help answer questions such as those that arise on unemployment and new hire registry.

Operational Policies

Insurance language changes have been made throughout after review by our insurance agent.

1. *Chapter 1 (General District Operational Policies); Timesheets*: The requirement that hours worked be entered on the Missed Punch Log within 24 hours was added. Use of the uAttend mobile application was also included.
2. *Chapter 1 (General District Operational Policies); Benefits Available During Active Employment with the District*: This section was moved from Chapter 3 to Chapter 1. Further changes were made to (1) provide details on the applicability of benefits for seasonal employees and add an availability requirement before seasonal and part-time employees receive a discount on youth programs, (2) clarify partnership program discounts, (3) modify swim lesson discounts, and (4) add private instruction program discounts. Further, the responsibility to ensure proper utilization of the benefits is on the employee's supervisor.
3. *Chapter 1 (General District Operational Policies); Workers Compensation*: The District Administrator's designee was added through the section as our HR Coordinator often helps with these claims.
4. *Chapter 1 (General District Operational Policies); Service Animal Policy*: Mention of the individual to contact was expanded and made more general to be consistent with other policies.
5. *Chapter 1 (General District Operational Policies); Parking Enforcement*: The Parking Enforcement section approved by the Board and Council this fall has been officially added. Mention of the first offense was changed from "citation" to "notice."
6. *Chapter 1 (General District Operational Policies); Cancellation Policies*: Language concerning 12 month pass holds was made consistent with the pass holder agreement. Language on Special Circumstances was moved to the bottom as applicable to passes as well.
7. *Chapter 2 (Parks Policies); Tennis and Pickleball Instruction*: To ensure the courts are available to all, a requirement of online reservations for court instruction was added.
8. *Chapter 2 (Parks Policies); Hot Air Balloons*: Changes eliminate the deadline for applications as we will accept applications and insurance anytime.
9. *Chapter 3 (Fieldhouse Policies); Fitness Pass Policy*: Amendments were made to include the new Basin App. Pass hold limitations were clarified to provide for only one hold for each annual pass.
10. *Chapter 4 (Special Event Policies); Special/Reserved Events on District Fields*: Changes eliminate the deadline to file applications as unnecessary.
11. *Chapter 4 (Special Event Policies); Special Events at Trailside Bike Park & Skate Park*: Changes redefine "event" to 10 participants in a 24 hour period instead of 15. The reduction was based on traffic/congestion from this past year. This will give Staff more control over larger groups using these amenities. However, the insurance requirements are limited to organizations, for profit or otherwise, and individuals using the amenity for profit. We will also focus on ensuring public awareness of the event policy and its applicability. Deadlines for applications for use of the Bike Park and Skate Park were

struck to be consistent with other event policies. Individuals permitted to approve events were corrected to include the Parks Manager and District Director and the District Director was permitted to consider special circumstances that might warrant exceptions.

12. *Chapter 4 (Special Event Policies); Special Events on District Trails:* Changes eliminate the deadline to file applications as unnecessary. Individuals permitted to approve events was amended to include the Trails & Open Space Manager.
13. *Chapter 4 (Special Event Policies); Park Room Rental:* A modification was made to accommodate sequential rentals but ensure that District use takes priority.
14. *Chapter 4 (Special Event Policies); Pavilion Rental:* Language was added to provide for a timeframe under which a refund must be requested for administrative purposes.
15. *Chapter 4 (Special Event Policies); Fieldhouse Special Event Policies:* Discussion regarding stakeholders was moved to scheduling priorities.

PROPOSED MOTION: To approve the District Policies & Procedures, Personnel Policies, and Operational Policies as amended.

Effective January 10, 2018

POLICIES **AND** **PROCEDURES**



B A S I N
R E C R E A T I O N

SNYDERVILLE BASIN

SPECIAL RECREATION DISTRICT

5715 TRAILSIDE DRIVE
PARK CITY, UT 84098
435-649-1564
435-649-1567 (Fax)
www.basinrecreation.org

- 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~~ by the first Board meeting following the close of the quarter. Records shall be kept by the Administrative office for each Board Member. Members may decline to receive per diem and/or compensation for their services.
- ~~8.1.5~~ 8.1.5 Travel expenses may be paid to board members in accordance with Rule R25-7.
- ~~8.1.58.1.6~~ 8.1.58.1.6 All Board payments will occur through payroll.

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

ARTICLE IV - OFFICERS OF THE ADMINISTRATIVE CONTROL BOARD

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

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

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

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

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

5.1 With the assistance of the District Administrative Coordinator, mMonitoring the minutes of the Board meetings and their adoption; and

~~5.2 Monitoring the execution of contracts entered into by the District;~~

~~5.3 Attesting to all legal documents; and~~

5.4 With the assistance of the Accountant, mMaintaining 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 (Utah §17B-1-632).

Section 6. With the assistance of the District Administrator, tThe 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 (Utah §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 local news and radio outlets, and shall be posted to the District’s website and Utah Public Notice Website. The meetings shall comply with the Utah Open and Public Meetings Act.
- Section 2. A majority of the current Board members shall constitute a quorum, and a majority of the members in attendance at any meeting shall, in the presence of a quorum, decide its action.
- Section 3. Any Board member may call a special or emergency meeting upon the request or approval of at least two additional Board members and notice of such meetings shall be given to the SBSRD Board members by telephone call, electronic mail, fax, or personal notice and at such time prior to the meeting as under the circumstances may be practical. Minimum recommended notice is 24 hours. A special meeting of the Board shall be held at such time as the notice thereof may specify. In case of special meetings, the Chairman of the Board may designate a place other than the regular meeting place, provided such place is within the boundaries of the District. All special or emergency meetings shall comply with the Utah Open Meetings Act.
- Section 4. No more than three members of the Board shall meet to discuss business of the District, unless appropriately noticed as a public meeting.
- Section 5. Meetings of the Board shall be conducted under general rules of order of Robert’s Rules of Order.

ARTICLE VII - AMENDMENTS TO THE RULES AND REGULATIONS

- Section 1. These Rules and Regulations shall be amended only by an affirmative vote of the Summit County Council, acting as the Governing Body, upon the receipt of a recommendation by the Board.
- Section 2. Written notice setting forth the proposed amendment(s) shall be mailed or given to each Board member in the Board packet prior to the meeting during which a recommending vote is called on the amendment.
- Section 3. The Board Rules and Regulations and any subsequent amendments shall become effective AFTER they are approved by the Summit County Council, unless dates are otherwise specified.

ARTICLE VIII - CONFLICT OF INTEREST

- Section 1. All members of the Board are expected to vote in the public interest and should not vote to support any private financial interest of a Board member. Any member of the SBSRD Board who is present at a meeting where a matter in which he or she has, directly or indirectly, a private pecuniary or property

CHAPTER 4

OPEN AND PUBLIC MEETINGS

Section I. Background

- A. **Policy:** This shall be known as the Snyderville Basin Special Recreation District Open and Public Meetings Policy.
- B. **Purpose:** The policy establishes guidelines for meetings of the Board, including how meetings are to be convened, how they are to be conducted and how minutes are to be prepared and approved.

Section II. Compliance with State Law

- A. **Application of the Open and Public Meetings Act:** All meetings of the SBSRD Board must be open to the public unless specifically exempted by law. In order to be considered a meeting, a majority of the members of the Board (~~quorum of 4~~) must be present for the purpose of making a decision or deliberating toward a decision on any matter. If the meeting is less than a quorum, then it need not be open to the public and is not covered under the Open Meetings Act. In adopting this Policy, the District recognizes the application of the Open and Public Meetings Act, Utah §§52-4-101 et.seq. (the “Act”). Any inconsistency or conflict between this Policy and applicable provisions of the Act shall be governed by the Act, as amended from time to time. It is the policy of the District to provide Board member training on Utah’s Open and Public Meetings Act on an annual basis.
- B. **Definitions:** The definitions stated in Utah §52-4-103 are incorporated here by reference.

Section III. Meeting Notice and Agenda

- A. **Required Annual Notice:** The Board will establish an annual meeting schedule, including the date, time, and location of each regular Board meeting throughout the year, and give public notice of the annual meeting schedule prior to the start of the following calendar year. Notwithstanding the foregoing, any meeting may be rescheduled at the request and on the affirmative vote of a majority of the Board, with notice of the rescheduled meeting to be provided as stated in paragraph D. A copy of the annual meeting schedule shall be posted at the District office, on the District website and published in the legal notices of the Park Record.
- B. **Special and Emergency Meetings:** The Board shall hold such special and emergency meetings as desired by the Board, provided that notice of all such meetings is given as provided in paragraph D. A special or emergency meeting of the Board may be convened at the request of any Board member upon the approval of at least two additional Board members
- C. **Agenda:** An agenda shall be prepared for every meeting of the Board. Regular Board meeting agendas may include a “public comment” agenda item. A similar agenda item may, but need not, be included in the agenda of any special or emergency Board meeting. Any interested party may ask any Board member or the person responsible for the agenda to include a particular subject on an agenda which subject may, in the discretion of the Board Chair, be so included. Each agenda shall include subjects as requested by any Board member. While the agenda need not be detailed, it must nevertheless treat each subject with reasonable specificity, so as to place interested persons on notice of principal subjects anticipated to be considered at the meeting. At the discretion of the Board Chair, subjects not appearing on the agenda may be discussed but, absent an emergency, no action shall be taken.
- D. **Notice:** Meetings of the Board shall be noticed in accordance with law. The District shall give not less than twenty-four (24) hours advance public notice of the agenda, including the date, time and location of each regular and special meeting of the Board. Board members, key staff, individuals noticed on the agenda, and other interested individuals will receive an agenda by electronic mail, fax, postal service or personal

delivery. The District Director is accountable for the public notice of regularly scheduled Board meetings, special meetings, Board retreats and the annual notice of meetings for publication in a newspaper having general circulation in the Snyderville Basin (the Park Record). Whenever possible, public notice will be dated for release in the newspaper issue preceding the meeting date. Notice will also be provided to local radio, KPCW, and posted to the District's website and Utah Public Notice Website ("UPNW"). The District will comply with requirements of the ~~Utah Public Notice Website~~ UPNW. The District Director shall appoint positions of District "owner" and "poster," who may be one and the same. The owner will be responsible for controlling all of the District's information on the UPNW. The poster will post public meeting notices and public bond hearing notices on behalf of the District.

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

Section IV. Conduct of Meetings

- A. **Quorum:** No action may be taken and no business may be conducted at a meeting of the Board unless a quorum, consisting of a simple majority of the membership of the Board ~~(4)~~ is present. A Board Member who is not present may nevertheless participate in the meeting through electronic means and be counted toward the required quorum in accordance with Utah §52-4-7.8. Any Board Member participating via electronic means may make, second and vote on all motions and participate in the discussion as though present, except that the Board Member who chairs the meeting must be present at the anchor location.
- B. **Control of the Meeting:** Unless the Chair or Vice Chair, as appropriate, is participating in the meeting via electronic communication, each meeting of the Board shall be conducted by the Chair, if present, by the Vice Chair in the absence of the Chair, or by any Board Member selected for that purpose by a majority vote of the Board Members present when neither the Chair nor the Vice Chair is present. The Board Member chairing the meeting may relinquish the Chair to any other Board Member, other than a Board Member participating via electronic communications, at any time during the meeting. The Board Member chairing the meeting may discuss every matter coming before the Board, make, second and vote on motions, and otherwise fully participate in the meeting.
- C. **Expulsion From a Meeting:** Any person who willfully disrupts a Board meeting to the extent that the orderly conduct of the meeting is seriously compromised may be removed from the meeting. Should the person refuse to leave the meeting when asked to do so by the Chair, law enforcement officials may be called to remove the person.
- D. **Closed Meetings:** Except as otherwise provided in this paragraph D, all meetings of the Board are to be open to the public and all decisions must be made in public. Closed meetings must be held during publicly noticed meetings of the District. A meeting, or a portion of a meeting, may be closed to the public upon the affirmative vote of two-thirds of the Board Members present at the meeting. A meeting may be closed for any of the reasons specified in Utah §52-4-205 as follows:
1. The character, professional competence or physical or mental health of an individual (including personnel issues regarding employment or discipline of public officers and employees, performance evaluations, contract negotiations).
 2. Strategy session to discuss pending or reasonably imminent litigation.
 3. Strategy session to discuss the sale, purchase, exchange, or lease of real property if such discussion prevents the District from completing the transaction on the best possible terms.
 4. Discussion regarding deployment of security personnel, devices, or systems.
 5. Investigative proceedings regarding allegations of criminal misconduct.
 6. Discussions required to be confidential in accordance with the Utah Procurement Code.
- E. **Conduct of a Closed Meeting:** Board Members may not approve any resolution, rule, regulation, contract or appointment during a closed meeting. The identity of the specific person whose character, competence or health is to be discussed, the identity of the parties to pending or reasonable imminent litigation, or the identity of property which the Board is considering purchasing, exchanging or leasing need not be stated in the motion to close the meeting or in the public portion of the meeting where such disclosure might infringe on the confidence necessary to fulfill the purpose of closing the meeting. Upon a motion to enter executive

session, general public and press shall be dismissed from the room. Only District Board members and those person(s) designated by the Board may be present during a closed meeting. All final decisions must be made outside of the executive session. The public must have a chance to be made aware of the final decision. A vote of the SBSRD Board relating to information discussed in the executive session can satisfy this requirement.

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

G. Electronic Meetings:

1. Definitions. The following terms are defined as follows:

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

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

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

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

5. Conduct of the Meeting. Upon determining that a sufficient number of the Board are present for the electronic meeting to be convened and members of the public can adequately hear the comments of all members of the Board, the Chair or other Board member conducting the meeting shall formally convene the meeting and take a roll call of those participating. The Chair or other Board member conducting the meeting shall provide opportunity for each matter on the agenda to be presented and shall, in an order determined by the Chair, request comments one at a time from those members of the Board participating by name to enable each Board member an opportunity to comment, question, or otherwise, participate in the meeting. Individual Board members may request permission to be recognized for further comments, questions, or statements as the meeting progresses.

- C. The District may require that the requester of records provide a written release, notarized within thirty (30) days before the request, from the subject of the records in question before access to such records is provided.

Section 8 - Designation, Classification and Retention

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

CLASSIFICATION SCHEDULE GUIDELINES

Code ref.	Classification	
63G-2-301	Public	A record is presumed public unless otherwise expressly prohibited by statute. Public records include but are not limited to minutes from open meetings; contractor compensation; names, gender and gross compensation paid to public employees; records relating to formal charges or disciplinary actions of a government employee.
63G-2-302	Private	<ul style="list-style-type: none"> • Records concerning an individual’s eligibility for unemployment insurance benefits, social services, welfare benefits or the determination of benefit levels. • Records containing data on an individual describing medical history, diagnosis, condition, treatment, evaluation, or similar medical data. • Employment records concerning a current or former employee of, or applicant for employment with, the District that would disclose that individual’s home address, home telephone, social security number, insurance coverage, marital status, payroll deductions, performance evaluations, and personal status information (race, religion, disabilities). • Medical records, including medical reports, records, statements, history, diagnosis, condition, treatment, and evaluation.
63G-2-304	Controlled	Records containing medical, psychiatric or psychological data about an individual when the District reasonably believes that releasing the information in the record to the subject of the record would be detrimental to the subject’s mental health or to the safety of any individual.
63G-2-305	Protected	<ul style="list-style-type: none"> • Records the disclosure of which would impair District procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement, including requests for bids, request for proposals, or other similar document [Once the contract has been awarded this information is re-classified Public.] • Records that would identify real property or the appraisal or estimated value of real or personal property under consideration for public acquisition before any rights to the property are acquired, unless the estimated value of the property has already been made public by other means, or the public interest outweighs the District’s need to acquire the property on the best terms possible. • Records the disclosure of which would jeopardize the security of District property, programs or record-keeping systems. • Records prepared by or on behalf of a governmental entity solely in anticipation of litigation that are not available under the rules of discovery.

- (c) The record requested is for either a voluminous quantity of records or records series and requires the District to review a large number of records or perform extensive research to locate the materials requested;
 - (d) The requester seeks a substantial number of records or record series in requests filed within five (5) working days of each other;
 - (e) The District is currently processing either a large number of records requests or is subject to extraordinary seasonal workloads in the processing of other work;
 - (f) The request involves an analysis of legal issues to determine the District’s proper response to the request;
 - (g) The request involves extensive editing to separate public data in a record from that which is not public; or
 - (h) Providing the information request requires computer programming or other format manipulation.
- (2) When a record request cannot be responded to within ten (10) days, the District Director shall give the requester an estimate of the time required to respond to the request.
- D. The failure or inability of the District to respond to a request for a record within the time frames set out herein, or the District’s denial of such a request, shall give the requester the right to appeal as provided in Section 11.

Section 10 - Fees

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

REQUEST	APPLICABLE FEE
Reviewing a record to determine whether it is subject to disclosure	No Charge
Inspections of record by requesting person	No Charge
Copy Fees – black and white (District prepared)	25 cents per page
Copy Fees - Color (Offsite)	Commercial Rate
Computer Disk	\$10 per disk, plus Actual Cost*
Other Forms	Actual Cost*
Miscellaneous Fees	Actual Cost*
* Overhead and time of District staff in preparation of information request, billed at hourly charge of lowest paid employee who has the necessary skill and training to perform the request. No charge is made for the first quarter hour of staff time; thereafter, charge will be at a one hour minimum.	

Section 11 - Appeal Process

- A. Any person aggrieved by the District’s denial or claim of extraordinary circumstances may appeal the determination within 30 days after notice of the District’s action to the District Director by filing a written notice of appeal. The notice of appeal shall contain the petitioner’s name, address, daytime phone number, relief sought and if a petitioner desires, a short statement of the facts, reasons, and legal authority in support of the appeal.
- B. If the appeal involves a record that is subject to a business confidentiality claim or affects the privacy rights of an individual, the District Director shall send a notice of the requester’s appeal to the affected person.
- C. The District Director shall make a determination on the appeal within the following period of time (1) within five (5) business days after the District Director’s receipt of the notice of appeal; or (2) within twelve (12) business days after the District sends the requester’s notice of appeal to the affected party. During this period the District Director may schedule an informal hearing or request any additional information deemed necessary

4. The Board shall hold itself accountable for governing with excellence. This self-discipline shall apply to matters such as attendance, preparation for meetings, adherence to policymaking principles, respect of roles, and ensuring effective continuity of governance capability into the future.
5. The Board shall direct, control, and inspire the organization through the careful establishment of written policies reflecting the Board's values and perspectives. The Board's major policy focus shall be on the intended long-term benefits for its constituents, not on the administrative or programmatic means of attaining those benefits. The Board shall attend to current and short-term issues only (a) as a temporary expedient; (b) in monitoring the Director's performance; or (c) as a device to maintain grassroots understanding. No issue shall consume Board time that has not first been determined to be a Board issue. Board meetings shall be disciplined by this principle.
6. Complaints relative to District policy should be heard in Board meetings, not by individual Board members. Matters of policy should come before the in session, or may be referred by the Board to a Committee of the District.
7. Individual Board members shall direct questions from the media to the District Director, or designee, for official comment on behalf of the SBSRD.
8. Continuous Board development shall include orientation of new members in the Board's governance process and periodic Board discussion and evaluation of process to assure continued improvement.
9. The Board shall allow no officer, individual or committee of the Board to hinder or be an excuse for the Board's not fulfilling its commitments.
10. The Board shall monitor its process and performance ~~at each meeting~~ annually through a debriefing process. Self-monitoring may include comparison of actual Board activity and discipline to the standards reflected in policies in the *Governance Process* and *Board-Staff Relationship* categories.
11. The responsibilities of the SBSRD Board shall be clearly distinguished from those of the District Director.

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

GP-3 Board Job Description

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

1. Utilizing proactive strategies to ensure meaningful linkage with District residents to determine their concerns, needs and demands.
2. Developing written governing policies that, at the broadest levels, address:
 - a. **Ends:** Organizational products, impacts, benefits or results for specified recipients and their relative worth (what end result is desired for whom and at what cost);
 - b. **Executive Limitations:** Constraints on executive authority that establish the practical, ethical, and legal boundaries within which all executive activity and decision-making shall take place.
 - c. **Governance Process:** How the Board shall conceive, carry out, and monitor its own work.
 - d. **Board/Staff Relationship:** How authority is delegated to the District Director and how the Director's use of that authority is monitored; the Director's role, authority, and accountability.
3. Ensuring District Director performance through monitoring *Ends* and *Executive Limitations* policies.

4. 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.

As part of that process, the District Director 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.

Monitoring Method:

Board assessment

Monitoring Frequency:

Annually in November

task, or did not do the work, to ensure the reliability and efficiency of operations. Independent checks are intended to:

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

Section VI. Reporting

- A. **Quarterly Financial Report.** In accordance with Utah Code, a quarterly financial report shall be prepared and presented to the Board showing the financial position and operations of the District for that quarter and the year to date status. (17B-1-638)
- B. **Deposit and Investment Report.** In accordance with Utah Code, the Board Treasurer or his/her designee shall file a semi-annual financial report with the State Money Management Council. (51-7-15)
- C. **Budget Certification.** The Board Treasurer shall certify a copy of the final budget for each fund and the District Director shall file such certified budget to the State Auditor within 30 days after adoption. (17B-1-614)
- D. **Impact Fee Report:** Utah Code requires the District to report on impact fee collections (11-36a-601). The report shall be (1) submitted to the State Auditor's Office within ~~180~~ days following year end, (2) presented as a schedule in the supplementary information section of the District's financial statements, and (3) file as a public document in the District office. The annual report shall be in a format developed by the state auditor, certified by the District Director, and will identify:
 - a. Impact fee funds by the year in which they were received.
 - b. The project from which the funds were collected.
 - c. The capital projects for which the funds were budgeted.
 - d. The projected schedule for expenditure; impact fees must be expended within six years from the time they are collected. (11-36a-602).
- E. **Independent Audit.** Utah Code requires an annual independent external audit of the District to be performed. (17B-1-639; 17B-1-640) The independent audit shall be submitted to the State Auditor's Office within 180 days after the close of each fiscal year. (51-2a-202) Copies of the audit report shall be filed as a public document in the District office.
- F. **Continuing Disclosure.** In accordance with the provisions of paragraph (b) (5) (i.) (A) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"), the District will file or cause to have filed Financial Statements and Continuing Disclosure Memorandum by July 15th of each year. If the filing is delinquent, a "material event" will have occurred.
 - a. On July 1, 1997, the District entered into a "Continuing Disclosure Assistance Agreement" between the District and Zions First National Bank for the benefit of the beneficial owners of the bonds to send certain information annually and to provide notice of certain events to certain information repositories pursuant to the requirements of the Rule. Zions Bank assists the District in meeting the District's Continuing Disclosure Requirements under the Rule.

The following schedule shows which reports and payments are required, when they are due, and where they should be sent.

Name of Report	When Due	Send To	Address
Adopted Budget	Following adoption	Summit County Auditor	
Adopted Budget	Following adoption	Summit County Treasurer	
Adopted Budget	Following adoption	Summit County Council	

Adopted Budget	Not later than 30 days after adoption	State Auditor's Office	
Impact Fee Fund Certification	Not later than 180 after End of fiscal year end (January)	State Auditor's Office	
Financial Statements (Independent Audit)	Not later than 180 days after year end	State Auditor's Office	
UT or Survey of Local Governments	Not later than 180 days after year end	State Auditor's Office	
Financial Statements (Independent Audit)	Following Auditor's Report to Board	Summit County Auditor	
Financial Statements (Independent Audit)	Following Auditor's Report to Board	Summit County Treasurer	
Financial Statements (Independent Audit)	Following Auditor's Report to Board	Zion's Bank Public Finance	
Financial Statements (Independent Audit)	Following Auditor's Report to Board	Summit County Council	
Deposit and Investment Report	Twice annually on or before Jan. 31 and July 31	State Treasurer's Office	State Capitol
Certified Tax Rate Work Sheet	June	Summit County Auditor	
Unclaimed Property Report	As requested	State Treasurer's Office	State Capitol
Continuing Disclosure	July	Prepared by Zion's Bank	Submitted online by Zions
GO Bond Principal and Interest Payments	June And December	Anna Dee Hooper Zion's Bank Trust Administrator	Electronic Transfer via PTIF

Section VIII. Insurance

- A. The District will effectively managing risk and provide for the general liability insurance needs of the District (17B-1-113).
- B. The District will provide for Unemployment Insurance.
- C. The District will provide for Workers Compensation Insurance.
- D. The District will bond the Board Treasurer and employees who have the responsibility for the safekeeping and investment of public funds in keeping with Utah Code. (51-7-15)

Budget	Percent for Bond	Minimum Bond
\$1,000,000 to \$5,000,000	6% but not less than	\$70,000
\$5,000,001 to \$10,000,000	5% but not less than	\$300,000
\$10,000,001 to \$25,000,000	4% but not less than	\$500,000

Section IX. Fund Balance Limitations

- A. It is the policy of the Board to maintain a Fund Balance ~~consistent with Utah in the general fund of 50% of the current year's property tax revenues. The accumulation of the Fund Balance in the general fund may not exceed 100% of the current year's property tax collections. (§17B-1-612. Per 17B-1-612(2)(a), the accumulation of a fund balance in the general fund may not exceed the most recently adopted general fund budget, plus 100 percent of the current year's property tax.)~~ In accordance with Utah Code, an accumulated fund balance may be used only:
- a. To provide cash flow to finance expenditures from the beginning of the budget year until general property taxes or other applicable revenues are collected;
 - b. To provide a resource to meet emergency expenditures under Utah §17B-1-623; and
 - c. To cover a pending year-end excess of expenditures over revenues from an unavoidable shortfall in revenues. (§17B-1-612)

Section X. Asset Capitalization

- A. In compliance with GASB Statement No. 34, the Board has adopted the following asset capitalization policy:
- a. **Threshold.** - Capital assets of the District include property, buildings, and equipment. Capital assets are defined by the District as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of two years.
 - i. Donated capital assets shall be recorded at estimated fair market value at the date of donation. The costs of normal maintenance and repairs that do not add to the capacity of the asset or materially extend the asset's life shall not be capitalized.
 - b. **Useful Life of Asset Class.** - Capital assets of the District shall be categorized into specific asset groupings that are then further classified into similar class lives. Examples of District's assets classes and associated useful life categories are as follows:

<u>ASSET</u>	<u>CLASS LIFE</u>
Land [Land includes property used for trailheads, parks, and land on which building structures are placed]	0 Years
Building Structures [Building structures include the architecture, construction, engineering, and other major costs associated with the creation of trailhead, park, recreation facility, and administrative building structures]	40 Years
Capitalized Subcomponents of Building Structures <ul style="list-style-type: none"> - Security/Phone Systems - Railings/Welding 	10 Years 20 Years

2. The District is still required to use a standard procurement process or meet the statutory requirements for an exemption to make an actual procurement.
3. A response to a Request for Information is not an offer and may not be accepted to form a binding contract.
4. ~~Purpose of Request for Information: The purpose of a Request for Information is to~~ The District may issue a request for information to obtain information, comments, or suggestions before issuing a solicitation.:
 - ~~(a) Obtain a wide range of information, including (a) the availability of a procurement item, deliver schedules, industry standards and practices, product specifications, training, new technologies, capabilities of potential providers of a procurement item, and alternate solutions from potential bidders or offerors before issuing an Invitation to Bid or Request for Proposals;~~
 - ~~(b) Determine whether to issue an Invitation to Bid or a Request for Proposals; and~~
 - ~~(c) Generate interest in a potential Invitation to Bid or a Request for Proposals.~~

A Request for Information may be useful in order to:

- ~~(a) Prepare to issue an Invitation to Bid or a Request for Proposals for an unfamiliar or complex procurement;~~
 - ~~(b) Determine the market availability of a procurement item; or~~
 - ~~(c) Determine best practices, industry standards, performance standards, product specifications, and innovations relating to a procurement item.~~
5. ~~Contents of a Request for Information: A Request for Information may seek a wide range of information, including:~~
 - ~~(a) Availability of a procurement item;~~
 - ~~(b) Delivery schedules;~~
 - ~~(c) Industry standards and practices;~~
 - ~~(d) Product specifications;~~

- ~~(e) — Training;~~
- ~~(f) — New technologies;~~
- ~~(g) — Capabilities of potential providers of a procurement item; and~~
- ~~(h) — Alternate solutions.~~

~~5. If the District receives pricing information in response to a request for information, it shall ensure that an individual who serves on an evaluation committee to evaluate proposals that include a proposal as to which the pricing information applies does not have access to the pricing information except as provided in §63G-6a-707(7).~~

6. Response to Request for Information Protected:

Information submitted to or by a governmental entity in response to a request for information is protected under Utah §63G-2-305 , as amended.

B. Competitive Bids and Proposals-Over \$25,000.00: Except as otherwise allowed by law and this Policy, contracts for services, supplies, materials, or equipment where the amount to be paid annually by the District is more than **\$25,000.00** shall be awarded only after competitive sealed bids or proposals have been requested and received. Sealed written bids or proposals are to be obtained for all such purchases in excess of **\$25,000.00** from at least three suppliers (provided that there are at least three available suppliers willing to submit a bid or proposal). Documentation regarding the sealed written bids or proposals is to be maintained by the District and the purchase is to be documented as required by the District's applicable rules and regulations.

C. Bidding Procedure: Competitive Sealed Bidding shall be conducted in accordance with the requirements set forth in §§63G-6a-601 through 63G-6a-612 of the Act and as provided in this Policy.

1. **Invitation for Bids:** Except as otherwise provided in this Policy, contracts will generally be awarded by competitive sealed bidding. When a contract is to be awarded by competitive sealed bidding, an invitation for bids will be issued.

a. The invitation for bids shall include the information required by §63G-6a-603 of the Act and may include a "Bid Form" or forms which provide lines for bidder information such as the following:

- i. The bidder's bid price;
- ii. The bidder's acknowledged receipt of addenda issued by the District;

- g.** The District may, as appropriate, publish as an addendum to the solicitation:

 - i.** The attendance log;
 - ii.** Minutes of the pre-bid conference and any documents distributed to the attendees at the pre-bid conference or site visit; or
 - iii.** Any oral modification made to any of the solicitation documents, which shall be reduced to writing.

- 4.** **Public Notice:** Public notice of the invitation for bids is to be given at least seven days prior to the date set forth therein for the opening of bids, in accordance with § 63G-6a-~~112406(1)~~ of the Act. The notice shall be published using one of the following methods: in a newspaper of general circulation in the area, on the main website of the District, or on a state website that is owned, managed by, or provided under contract with, the Utah Division of Purchasing and General Services for posting a public procurement notice. (63G-6a-~~112406(2)~~)

- 5.** **Bids and Modifications to a Bid Received After the Due Date and Time:**

 - a.** Bids and modifications to a bid submitted electronically or by physical delivery, after the established due date and time, will not be accepted for any reason, except as determined under 5d below.

 - b.** When submitting a bid or modification electronically, bidders must allow sufficient time to complete the online forms and upload documents. The solicitation will end at the closing time posted in the electronic system, if applicable. If a bidder is in the process of uploading a bid when the closing time arrives, the bid or modification of the bid will not be accepted.

 - c.** When submitting a bid or modification to a bid by physical delivery (U.S. mail, courier service, hand-delivery, or other physical means) bidders are solely responsible for meeting the deadline. Delays caused by a delivery service or other physical means will not be considered as an acceptable reason for a bid or modification to a bid being late.

 - i.** All bids or modifications to bids received by physical delivery will be date and time stamped.

 - d.** To the extent that an error on the part of the District or an employee of the District results in a bid or modification to a bid

not being received by the established due date and time, the bid or modification to a bid will be accepted as being on time.

6. **Opening and Recording of Bids:** Bids will be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid and any other relevant information specified by this Section C, together with the name of each bidder, shall be recorded. The record and each bid shall be open to public inspection. (§63G-6a-604)

7. **Bid Correction; Withdrawal or Clarification:**

- a. The Procurement Officer may authorize in writing the correction or withdrawal of an inadvertently erroneous bid up to five (5) business days of receipt of the bid, but no later than one (1) business day after the submission deadline. A decision to permit the correction or withdrawal of a bid must be in writing and signed by the Procurement Officer.

- b.** The Procurement Officer may allow a vendor to correct an immaterial error in a responsive solicitation response. ~~The Procurement Officer may not allow a vendor to (i) correct a deficiency, inaccuracy or mistake in a responsive solicitation response that is not an immaterial error, (ii) correct an incomplete submission of documents that the solicitation required to be submitted with the solicitation response, (iii) correct a failure to submit a timely solicitation response, substitute or alter a required form or other document specified in the solicitation, (iv) remedy a cause for a vendor being considered to be not responsible or a solicitation response not responsive, or (v) correct a defect or inadequacy resulting in a determination that a vendor's solicitation response does not meet the mandatory minimum requirements, evaluation criteria, or applicable score thresholds established in the solicitation.~~ The Procurement Officer shall (i) require the vendor to submit the correction in writing; and (ii) establish a deadline by which the vendor is required to correct the immaterial error. Notwithstanding anything to the contrary, a vendor may not change the total bid price after the bid opening and before a contract is awarded. This does not apply to a change in the contract price during contract administration. (63G-6a-114)

- c. The Procurement Officer may make a written request to a vendor to clarify information contained in a responsive solicitation response. A vendor's response may only explain, illustrate, or interpret the contents of the vendor's original solicitation response and may not be used to (i) address criteria or specifications not contained in the vendor's original solicitation response, (ii) correct

a deficiency, inaccuracy, or mistake in a solicitation response that is not an immaterial error, (iii) correct an incomplete submission of documents that the solicitation required to be submitted with the solicitation response, (iv) correct a failure to submit a timely solicitation response, to substitute or alter a required form or other document specified in the solicitation, to remedy a cause for a vendor being considered to be not responsible or a solicitation response not responsive, or (v) correct a defect or inadequacy resulting in a determination that a vendor does not meet the mandatory minimum requirements, evaluation criteria, or applicable score thresholds established in the solicitation. (§63G-6a-115)

8. Re-solicitation of a Bid:

- a. Re-solicitation of a bid may occur if the Procurement Officer determines that:
 - i. A material change in the scope of work or specifications has occurred;
 - ii. Procedures outlined in the Procurement Code were not followed;
 - iii. Additional public notice is desired;
 - iv. There was a lack of adequate competition; or
 - v. Any other reason exists that causes re-solicitation to be in the best interest of the District.
- b. Re-solicitation may not be used to avoid awarding a contract to a qualified vendor in an attempt to steer the award of a contract to a favored vendor.

9. Bid Award: Unless the District elects to cancel the procurement or re-solicit bids, contracts are to be awarded with reasonable promptness by written notice to the lowest responsive and responsible bidder whose bid meets the requirements and objective criteria described in the invitation for bids.

- a. Bids shall be based on the lowest bid for the entire term of the contract, excluding renewal periods and, unless an exception is authorized in writing by the Procurement Officer, cost may not be divided or evaluated on any other basis than the entire term of the contract, excluding renewal periods.
- b. In the event all bids for a construction project exceed available funds as certified by the appropriate fiscal officer, and the low responsive and responsible bid does not exceed such funds by

8. Addenda to Request for Proposals:

- a. Addenda to a Request for Proposals may be made for the purpose of making changes to:
 - i. The scope of work;
 - ii. The schedule;
 - iii. The qualification requirements;
 - iv. The criteria;
 - v. The weighting; or
 - vi. Other requirements of the RFP.
- b. Addenda shall be published within a reasonable time prior to the deadline that proposals are due, to allow prospective offerors to consider the addenda in preparing proposals. Publication at least 5 calendar days prior to the deadline that proposals are due shall be deemed a reasonable time. Minor addenda and urgent circumstances may justify a shorter period of time.
- c. After the due date and time for submitting a response to a request for proposals, at the discretion of the Procurement Officer, addenda to the request for proposals may be limited to offerors that have submitted proposals, provided the addenda does not make a substantial change to the RFP that, in the opinion of the Procurement Officer, likely would have impacted the number of offerors responding to the original publication of the RFP. (§63G-6a-704.4)

9. Modification or Withdrawal of Proposal Prior to Deadline: A proposal may be modified or withdrawn prior to the established due date and time for responding.

10. Proposals and Modifications, Delivery and Time Requirements: To the extent that an error on the part of the District or an employee of the District results in a proposal or modification to a proposal not being received by the established due date and time, the proposal or modification to a proposal shall be accepted as being on time. Otherwise, the following shall apply:

- a. Proposals and modifications to a proposal submitted electronically or by physical delivery, after the established due date and time, will not be accepted for any reason.
- b. When submitting a proposal or modification to a proposal electronically, offerors must allow sufficient time to complete the online forms and upload documents. The solicitation will end at

IX. CANCELLATION, REJECTION AND DEBARMENT

A. General Provisions:

1. **Cancellation:** An Invitation for Bids, a Request for Proposals, or other solicitation may be canceled prior to the deadline for receipt of bids, proposals, or other submissions, when it is in the best interest of the District as determined by the Procurement Officer. In the event a solicitation is cancelled, the written justification for cancellation shall be made part of the procurement file and shall be available for public inspection and the District shall:
 - a. Re-solicit new bids or proposals using the same or revised specifications; or
 - b. Withdraw the requisition for the procurement item(s).

Rejection of Bids and Proposals: Consistent with §63G-6a-120, The Procurement Officer may reject a bid or proposal for:

- a. A violation of the Utah Procurement Code or this policy by the offeror;
 - b. A violation of a requirement of the Invitation for Bids or Request for Proposals by the offeror;
 - c. Unlawful or unethical conduct by the offeror;
 - d. A change in the offeror's circumstance that, had the change been known at the time the proposal was submitted, would have caused the proposal to not have the highest score;
 - e. A failure by the offeror to sign a contract within ninety (90) calendar days after the contract award;
 - f. The offeror not being responsible; or
 - g. The bid or proposal not being responsive or not meeting the mandatory minimum requirements, evaluation criteria, or applicable score thresholds stated in the solicitation.
2. **Documentation:** The reason(s) for cancellation or rejection shall be in the form of a written finding, which is made part of the contract file and is available for public inspection. In all cases, a copy of the written finding shall be provided to the offeror whose bid or proposal was rejected.

- f. Except as provided in §63G-6a-607 of the Act, all otherwise acceptable bids or offers received are at unreasonable prices, or only one bid or offer is received and the Procurement Officer cannot determine the reasonableness of the bid price or cost proposal;
- g. The responses to the solicitation were not independently arrived at in open competition, were collusive, or were submitted in bad faith; or
- h. No responsive bid or offer has been received from a responsible bidder or offeror;

D. **Alternative to Cancellation.** In the event administrative difficulties are encountered, before award but after the deadline for submissions, that may delay the award beyond the bidders' or offerors' acceptance periods, the bidders or offerors should be requested, before the expiration of their bids or offers, to extend in writing the acceptance period (with the consent of sureties, if any) in order to avoid the need for cancellation.

E. **Continuation of Need.** If the solicitation has been cancelled for the reasons specified in Subsection C.1. f., g or h above, the Procurement Officer has made the determination required under Subsection C., and the District has an existing contract, the District may permit an extension of the existing contract under §63G-6a-802.7 of the Act.

X. EXCEPTIONS – PROCUREMENT WITHOUT COMPETITION

A. **Contracts Awarded Without Competition:** The Procurement Officer or the Board, through appropriate action, may determine that a specific contract for a supply, service or construction item should be awarded without receipt or review of competitive bids or proposals if one of the applicable circumstances found in §63G-6a-Part 8 of the Act or as stated in 1 through 5 below exists. In the event that a contract is awarded without competition for one of these reasons, a written determination of both the reason for purchasing or contracting without competition as well as the basis for the selection of the particular contractor and/or supplier will be recorded. With these written determinations, a record containing the contractor's or supplier's name, the amount and type of the contract, the total dollar value of the procurement item including, when applicable, the actual or estimated full life-cycle cost of maintenance and of the service agreement, the duration of the proposed sole source contract, documentation that there is no other competing source for the procurement item (unless the procurement is under 1.b or c below), a description of the procurement item, and any other information desired by the Procurement Officer will be maintained in the contract file.

2. **Sole Source: Temporary Extension of an Existing Contract:**

- a. The Procurement Officer may justify in writing the extension an existing contract for a reasonable period of time not to exceed 120 days without engaging in a standard procurement process, if any of the following applies:
 - i. An extension is necessary to avoid a lapse in critical governmental services or to mitigate a circumstance that is likely to have a negative impact on public health, safety, welfare or property, and the District (a) is engaged in a standard procurement process for a procurement item that is the subject of the contract being extended, and (b) the standard procurement process is delayed due to an unintentional error.
 - ii. A change in an industry standard requires one or more significant changes to specifications for the procurement item.
 - iii. The extension is necessary:
 - (1) To prevent the loss of federal funds;
 - (2) To mitigate the effects of a delay of a state or federal appropriation;
 - (3) To enable the District to continue to receive a procurement item during a delay in the implementation of a contract award pursuant to a procurement that has already been conducted; or
 - (4) To enable the District to continue to receive a procurement item during a period of time during which negotiations with a vendor under a new contract for the procurement item are being conducted.
 - iv. An extension is necessary for the period of a protest, appeal, or court action, if the protest, appeal or court action is the reason for delaying the award of a new contract.
 - v. An extension is necessary and the County Attorney determines in writing that the contract extension does not violate state or federal antitrust laws and is consistent with

OPERATIONAL POLICIES



SNYDERVILLE BASIN

SPECIAL RECREATION DISTRICT

5715 TRAILSIDE DRIVE
PARK CITY, UT 84098

435-649-1564

435-649-1567 (Fax)

www.basinrecreation.org

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6. Be conducted consistent with all other District policies and in a manner which is compliant with all local, state and federal laws.

D. The Personal Use of Public Funds or Public Money is prohibited and no authorization for Personal Use of Public Funds or Public Money is hereby granted.

3.2 AUTHORIZING AUTHORITY:

A. The District Director shall be the primary source of any authorization required under this Policy, with each department head being responsible for authorizations as set forth below. By adoption of this Policy, the District Director has authorized the Personal Use indicated in this Policy.

B. Each department head, including Public Officers, shall be responsible for determining what Public Property is required by each of their Employees and/or independent contractors in order to perform their assigned duties.

3.3 PROHIBITIONS:

A. In accordance with Utah Code Ann. §76-8-404, no Public Officer shall use Public Property, Public Funds or Public Money in a manner or with the intent to obtain or derive a profit therefrom.

B. No Employee shall use Public Property, Public Funds or Public Money in violation of federal, state or local laws.

3.4 INADVERTENT PERSONAL USE: Employees who may inadvertently and unintentionally use Public Property, Public Funds or Public Money in a manner not consistent with the authorizations in this Policy shall upon discovery:

A. Immediately report the inadvertent use to the District Administrator, their department head, or immediate supervisor; and

B. Shall, within 14 days, repay any costs that may have been incurred; and/or

C. Take all necessary steps to insure that the District is not injured by the inadvertent personal use.

SECTION 4 PENALTIES

Violations of this Policy may subject the violating Employee to disciplinary action under Section 13 of the District Personnel Policies, felony criminal prosecution under the provisions of Utah Code Ann. §76-8-402 or §76-8-404; cancellation of contracts; and/or disqualification from or removal from office.

EMPLOYMENT REFERENCES

All employment references shall be referred to and provided by the District Director, District Administrator, or designee. The District limits information given in an employment reference to the following:

1. Verification that the employee worked, full-time or part-time, for the District during a stated period.
2. A description of the position held.
3. Verification that the employee achieved a given salary range.

TIME SHEETS

Non-exempt employees: Non-exempt employees will be required to clock-in and clock-out daily utilizing the provided timeclocks at the Trailside offices and the Fieldhouse or with the uAttend mobile application if working at a different location. ~~The time sheets will reflect all hours worked, and include overtime, vacation, sick leave, and compensatory time. If a punch is missed, it is the responsibility~~

~~of the employee to document the missed punch within 24 hours. The missed punch(es) may be recorded on a Missed Punch log or manually entered into uAttend. The time sheets will reflect all hours worked, and include overtime, vacation, holiday, sick leave, and compensatory time. If the timeclock is not functioning or the employee is working at a location without a timeclock, hours worked must be entered on the Missed Punch Log and submitted to the employee's supervisor at the end of the pay period.~~ The supervisors and/or department managers will be required to review and approve all time sheets through uAttend. The time sheets will then be submitted to the Administration Department for payroll processing.

Exempt employees: Exempt employees are required to complete a bi-weekly log reporting days worked, vacation, sick time or holidays used. This log must be signed and dated by the exempt employee and turned in to the District Director for review and approval. The logs will then be submitted to the Administration Department for payroll processing.

Timing: In order to provide for timely payroll processing, all time sheets shall be reviewed and approved by supervisors and/or department managers no later than 5:00pm on the next business day following the end of the pay period (unless other arrangements have been made with the Administration Department). Exceptions will be made in observance of holidays and unforeseen circumstances.

BIOMETRIC INFORMATION PRIVACY POLICY: effective January 22, 2020

Biometric data is personal information about an individual's physical characteristics that can be used to identify that person. The District collects, stores, and uses an employee's fingerprint biometric data for the purpose of timekeeping. The District will not sell, lease, trade, or otherwise profit from such biometric data. Nor will it authorize its timekeeping vendor to engage in any such activity.

The District will not disclose or disseminate any biometric data to anyone other than the timekeeping vendor unless:

1. The employee or the employee's legally authorized representative provides consent to such disclosure;
2. The disclosure completes a financial transaction requested or authorized by the employee or the employee's legally authorized representative;
3. The disclosure is required for state or federal law, or municipal ordinance; or
4. The disclosure is required pursuant to a valid warrant or subpoena.

Biometric data will be stored and protected in a manner as other confidential and sensitive information held by the District.

TIME OFF FOR WORKING EVENTS/FUNCTIONS

To encourage support and participation at the District's work functions and events, annual full-time non-exempt staff may earn paid time off for participating at designated events/functions. Such staff will be paid for the hours worked at the event/function in addition to accruing paid time off. The Department Manager and District Director must authorize the time off on the District form. The form is to be filed with the Administration Department within the same pay period. Employees must then specify on their timesheets when they are using the Time Off for Working Events/Functions.

1. It will be at the discretion of the District Director to declare what events qualify and how much time is accrued.
2. Time off must be used within the same calendar year it is earned, unless otherwise designated by the District Director.
3. Time off for Working Events/Functions is not eligible for pay out upon separation from employment.

BENEFITS AVAILABLE DURING ACTIVE EMPLOYMENT WITH THE DISTRICT: amended January 23, 2019, January 22, 2020

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: Free²
- Seasonal: Free

² 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)³:

- Full-Time Benefitted: Free
- Part Time Year Round: Free⁴
- Seasonal (after six months of consecutive work with at least two shifts/week)⁵: Free
- ~~All other Seasonals: No discount~~
- Temporary/Special Projects: No discount
- Board Members: Free

Fitness Programs for Employee:

- Full-Time Benefitted: if space allows, free for employee/spouse/partner/child
- Part Time Year Round: if space allows, fifty percent (50%) discount for employee, fifteen percent (15%) discount for spouse/partner or child
- Seasonal: No discount
- Temporary/Special Projects: No discount
- Board Members: if space allows, free for board member/spouse/partner/child

Youth Programs (Recreation and Fieldhouse):

- Full-Time Benefitted: Free
- Part Time Year Round: Fifty percent (50%) discount⁶
- 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

³ Child: a dependent child through age twenty-five (25), includes step children. If an employee does not have a spouse, partner or child to designate, he or she may choose another individual ~~to for this~~ benefit. The responsibility to ensure proper utilization of the benefit is on the employee's supervisor.

⁴ Part-Time Year Round employees must work a minimum of two (2) shifts per week, on average, in order to be eligible for spouse/partner or child privileges. ~~A child is defined as a dependent child through age 25 and includes step children.~~ Only one (1) spouse/partner or child can receive the benefit and must be designated upon employment. Scheduled fitness instructors are included in this category, but substitute instructors are not eligible for benefits.

⁵ Seasonal employees qualify for free Fieldhouse membership and Fitness Classes for Spouse, Partner, and Child(ren) after six months of working consecutive seasons, with at least two shifts per week.

⁶ A reduced cost is offered only if spaces are available after patron registration for part-time year round and seasonal employees.

- Board Members: Case by case

Special Events or Programs:

- 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

Partnership Programs:

- Full-Time Benefitted: ~~Percent of partnership cost~~⁷ Thirty-five percent (35%) discount
- ~~Part Time Year Round: Thirty-five percent (35%) discount~~ ~~Percent of partnership cost~~
- Seasonal: No discount
- Temporary/Special Projects: No discount
- Board Members: Thirty-five percent (35%) discount~~Percent of partnership cost~~

Swim Lessons at the Fieldhouse:

- Full-Time Benefitted: ~~Free~~ fifty percent (50%) discount
- Part Time Year Round: Twenty-five percent (25%) discount
- Seasonal: No discount
- Temporary/Special Projects: No discount
- ~~Board Members: Free~~ fifty percent (50%) discount

Private Instruction Programs:

- Full-Time Benefitted: Twenty-five percent (25%) discount
- Part Time Year Round: Twenty-five percent (25%) discount
- Seasonal: No discount
- Temporary/Special Projects: No discount
- Board Members: Twenty-five percent (25%) discount

Birthday Party-Field Rental:

- Full-Time Benefitted: Free field rentals; fifty percent (50%) discount for bounce houses
- Part Time Year Round: Fifty percent (50%) discount for field rentals; fifty percent (50%) discount for bounce houses
- Seasonal: Fifty percent (50%) discount for field rentals; fifty percent (50%) discount for bounce houses
- Temporary/Special Projects: Fifty percent (50%) discount for field rentals; fifty percent (50%) discount for bounce houses
- Board Members: Free field rentals; fifty percent (50%) discount for bounce houses

Fieldhouse Pro Shop Items:

- Full-Time Benefitted: Fifteen percent (15%) discount
- Part-Time Year Round: Fifteen percent (15%) discount
- Seasonal: Fifteen percent (15%) discount
- Temporary/Special Projects: Fifteen percent (15%) discount
- Board Members: Fifteen percent (15%) discount

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

SAFETY

General Policy: The following general safety rules will apply in all District work places. Each department may prepare separate safety rules applicable to the specific nature of work in its area but not in conflict with this general policy. Employees will be trained in the rules of their respective department at the start of employment.

⁷ 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.

WORKERS COMPENSATION

All employees are covered by workers compensation, which provides medical reimbursement and disability benefits for job-related illness or injury. An employee does not accrue vacation or sick leave benefits while receiving workers compensation payments. Workers compensation payments include reasonable and necessary medical treatment, prescription drugs, mileage reimbursement for travel to medical appointments, and compensation for lost wages. For exact compensation coverage, check the workers compensation contract on file with the Administrative Department. Employees may use accrued vacation or sick leave to make up the difference between workers compensation benefits and their base pay.

1. Initial Reporting of Illness or Injury: Prompt notification of all injuries or illness, no matter how minor, to the employee's supervisor and the District Administrator or designee is mandatory. All injuries must be reported the day they occur. Reporting the accident or illness is critical to qualification for payment under Workers Compensation. A claim will be processed online by the District Administrator or designee immediately. After the claim is processed in its entirety, a copy must be sent to the Industrial Commission within seven (7) days of the injury. The Industrial Commission is notified by our current Workers Compensation carrier: WCF.
2. An employee who sustains a bona fide, on-the-job injury may seek medical attention from the Park City InstaCare on 1750 Sidewinder Drive, Park City, or other Workers Compensation Fund ("WCF") preferred provider. He/she must tell the doctor, HOW, WHEN and WHERE the accident occurred. The doctor will complete a medical report and copies of this report should be sent within seven (7) days to WCF. WCF will send a copy to the Industrial Commission. A copy will also be returned to the District to be placed on file. The District will then provide a copy to the injured worker.
3. Employees may not submit doctor or hospital bills for on-the-job injuries or illness to the regular medical plan.
4. The employee should use the WCF preferred provider network (Park City InstaCare) for treatment of all but life or limb threatening injuries to avoid paying unnecessary bills. If a life-threatening injury occurs, 911 should be called to access normal emergency care. If the WCF preferred provider is not available, the employee must call the District Administrator or designee to arrange medical care.
5. Employees who do not use the WCF preferred provider network may be responsible for any charges in excess of the rates WCF pays.
6. Reporting While Off the Job. While on leave because of a bona fide, on-the-job injury or illness, an employee must contact his/her supervisor or the District Administrator or designee to report on his/her condition at least once each pay period. Failure to provide the required medical status reports may result in revocation of the leave and/or immediate termination.
7. Return to Service. The employee must return to work after the approval of the attending physician. The employee must ensure that all paperwork from the medical provider is delivered to the District Administrator or designee. Failure to return to work when directed may result in immediate termination. The District Administrator or designee and the injured employee's supervisor will review any restrictions given by the medical provider with the injured employee's job description and determine if the employee's normal job meets the restrictions. Injured employees must comply with the restrictions they are given.
8. The District will accommodate restricted duty jobs for workers injured on the job. The District Administrator or designee will work with the supervisor to design a work strategy that meets the injured employee's restrictions and accomplishes the District's goals. An employee who is able to return to work in light duty status may be required to work in a different department and perform duties not contained within his/her current job classification.
9. The injured employee's supervisor and the District Administrator or designee will regularly follow up with the employee and medical providers to make sure the employee is getting the care required, attending medical appointments, complying with restrictions, and any restricted duty assignments are helping the employee move closer to his/her regular job duties.
10. At the time of final release or settlement of a Workers Compensation claim, if the employee cannot fulfill the essential job functions even with a reasonable accommodation and no vacancy exists for another position for which the employee qualifies, then he/she may be terminated and paid any accrued benefits due to him/her.

WELLNESS

1. **Funding:** All costs including initial installation/planting, labor and materials are the responsibility of the applicant.
2. **Installation/planting:** The District will oversee the installation of all memorial requests. An outside contractor will perform installation services at the applicant's expense. Furthermore, the District shall approve final locations and the installation timeline for all requests. The District may assist in transporting the bench or tree.
3. **Location:** The District reserves the right to amend and/or reject any location provided by the applicant, based on any existing agreements, regulations or deeds, scope, easements, utilities, existing structures, maintenance, public safety, relationship to the natural environment, users of the proposed site, future development plans, landscape design, existing infrastructure, proximity to other memorials, environmental concerns, visibility and accessibility. Unless specifically agreed to in writing, the District may, at any future date, elect in its sole discretion to remove or relocate the memorial. No permanent right, title, or interest of any kind shall vest on the applicant's behalf by virtue of this memorial approval. The District holds ultimate ownership over all memorial benches and trees and it is prohibited for applicants to decorate, personalize or add adornment to any bench and/or tree.
4. **Vandalism and Maintenance:** All maintenance costs are at the donor's expense. Special maintenance, defined as exceeding normal maintenance as determined and provided by the District, may be provided at the discretion of the District. Payment will be made by check payable to Snyderville Basin Special Recreation District.
5. **Plaques:** No upright, free standing signs or plaque donations are allowed without District approval. The District will allow an engraved (12" x 8") 96 square inch or smaller engraved flat stone that can be placed at the foot of a tree or bench. Materials and wording must be approved by the District as part of the written proposal.
6. **Materials:** All benches and trees will be selected by the District to maintain consistency. Trees may only be planted between May 15 and October 1, weather permitting; approved and coordinated with the District.
7. **Liability:** The applicant agrees to hold the District harmless and indemnify the District for any and all claims which might arise from any person, entity or corporation, resulting from the applicant's use of the District property or right-of-way for installation purposes, or arising from the applicant's performance or bench/tree donated pursuant to this policy.
8. **Other:** This approval shall be in effect for the life of the donated item in accordance with generally accepted standards administered by the District.

SERVICE ANIMAL POLICY

Only service animals are allowed in the Fieldhouse facility. Emotional support animals are not service animals and are therefore prohibited from the Fieldhouse facility.

Service dogs⁸ are allowed wherever people are allowed, unless the animal poses a direct threat, a fundamental alteration, is not housebroken or is not under the control of the person with the disability.

If you encounter a patron with an animal in the Fieldhouse, follow the below steps:

1. Politely stop the patron and notify him/her that pets are not allowed in the building.
2. If the patron says the animal is his/her service animal, allow the patron to enter with the animal.
3. If you have questions or concerns about an animal, please contact [the Matt Strader, Fieldhouse & Facilities Manager or Supervisor on Duty](#).

DOG POLICY (AT TRAILSIDE)

⁸ Under the ADA, service animals are limited to dogs with very limited exceptions for miniature horses.

Fourth Offense: Participant will be permanently prohibited from using District facilities and/or participating in District programs. No refund of fees will be issued.

The District reserves the right to skip any level of consequences in cases where the safety of other patrons and/or District employees is involved or when other special circumstances warrant such, as determined by the District Director.

PARKING ENFORCEMENT

Consistent with Ordinance No. 911, amending Title 6, Chapter 2 of the Summit County Code: County Parking Code, District Staff may ticket and/or tow vehicles consistent with the provisions of the County Parking Code. Sections 6-2-1 et al of the Parking Code are hereby adopted into the District’s policies; except that, where provisions in this section pertaining to trail-related parking violations have been drafted to more closely meet the needs of the District, those modified provisions will govern. Specifically, pursuant to Section 1-13-4-3 of the Summit County Code, in lieu of a criminal citation for violation of these adopted policies, there is hereby established an administrative civil fee which may be assessed by means of an administrative citation issued by an enforcement employee of the District as follows:

1. Violations of posted parking rules within 1000 feet from trailheads. The initial fee for such violations shall be the sum of forty dollars (\$40.00). However, in the event the fee is not paid within a timely fashion after receipt of the citation, the fee shall be as follows:

<u>After 10 days</u>	<u>\$50.00</u>
<u>After 20 days</u>	<u>\$65.00</u>
<u>After 30 days</u>	<u>\$70.00</u>
<u>After 60 days</u>	<u>\$105.00</u>

2. Violations which block or impede emergency egress or hamper the ability of police, fire, EMS or public works officials to properly carry out their official duties and jeopardize the public health, safety, and welfare by the violation. The initial fee for such violations shall be the sum of fifty dollars (\$50.00). However, in the event the fee is not paid within a timely fashion after receipt of the citation, the fee shall be as follows:

<u>After 10 days</u>	<u>\$60.00</u>
<u>After 20 days</u>	<u>\$65.00</u>
<u>After 30 days</u>	<u>\$70.00</u>
<u>After 60 days</u>	<u>\$105.00</u>

Parking enforcement will be implemented at the following levels:

- The first instance of parking a vehicle outside of a designated area will result in a warning notice. The license plate and vehicle information will be recorded and added to an enforcement database.
- The second instance will result in an administrative citation and a fine will be assessed based on the violations detailed in sections 1 and 2 above.
- After the second instance of a vehicle being parked in violation of these regulations, it will be subject to towing if it is parked outside of designated space.

The trail parking enforcement zone will be limited to 1,000 feet from trailheads and designated trail access points as defined by the Snyderville Basin Special Recreation District’s Trails Master Plan.

DISTRICT FEE SCHEDULE

The Board shall adopt administrative fees from time-to-time to offset the costs associated with its policies and programs.

BUDGET LINE ITEM ADJUSTMENTS

Adjustments within Departments: Within a specified fund, the District Director may move money from one budgeted line to another budgeted line within the same department without further approval.

Adjustments between Departments: Within a specified fund, the District Director may move money from one budgeted line to another budgeted line in a different department only with approval of the Administrative Control Board and the Summit County Council.

CANCELLATION POLICIES: *amended January 23, 2019*

To request a credit or refund, a Patron Credit Request Form must be completed and submitted to contactus@basinrecreation.org. All refunds will be issued in the form of a credit on the patron's account, unless specifically requested otherwise by the patron. Payments to the District are subject to the following policies:

General Policy: Unless specifically provided below, full credits/refunds will be given if notice of cancellation is provided seven (7) or more days prior to the first day of a program. For purposes of this policy, the start of a sports program is defined as the date of the first scheduled practice. Eighty percent (80%) of the paid fee will be credited or refunded if notice of cancellation is given within seven (7) days of the start of the program. Programs cancelled by the District will be refunded in full. This general policy applies to day camps, sports camps, bike camps, clinics and programs. There are no credits or refunds for inclement weather.

~~**Special Circumstance Policy:** If a participant cannot attend or continue an activity due to an illness or an extraordinary circumstance, a pro-rated credit or refund may be granted. A note from a doctor may be required.~~

Field Trip Camp Policy: Due to the costs incurred by the District for field trips, if a participant cancels within fourteen (14) days but not within seven (7) days of the field trip, he/she is responsible for fifty percent (50%) of the entire fee. The participant is responsible for one hundred percent (100%) of the fee if he/she cancels within seven (7) days of the field trip. If the vacated spot is filled, then eighty percent (80%) of the paid fee will be refunded/credited. Youth Crew events and Teen camps are considered Field Trip Camps for purposes of this refund policy.

Adult Team Sports Policy: Before the schedules are set, the District will provide a full credit/refund. After the schedule is complete, a fifty percent (50%) credit/refund will be given. Once the season has begun, no credits or refunds will be given.

Fieldhouse Passes/Rentals Policy:

1. Punch cards and one (1) month passes are non-refundable and non-creditable.
2. Credits/refunds on all other passes will be pro-rated. No retroactive cancellations.
3. Only twelve (12) month passes may be put "on hold" by direct request to the Fieldhouse Manager. Holds may be granted for one (1) time 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 and a maximum of three (3) months. Advanced notice is required.

Meeting Room and Park Pavilion Policy: If the applicant cancels a reservation seven (7) or more days prior to the date reserved, a full credit/refund will be issued. If a facility reservation is cancelled less than seven (7) days prior to the date reserved, only the deposit will be returned. Credits or refunds of the remaining fees will NOT be issued. If, due to unforeseen circumstances, a cancellation is initiated by the District, the reservation holder will be given a one hundred percent (100%) refund for that specific date or the District will provide a credit toward a mutually agreed upon future reservation.

Coach Credits: If a coaching credit is offered, the credit will be placed on the payer's account at the conclusion of the season. It will be available to use towards future purchases.

~~**Special Circumstance Policy:** If a participant cannot attend or continue an activity due to an illness or an extraordinary circumstance, a pro-rated credit or refund may be granted. A note from a doctor may be required.~~

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.

SPONSORSHIP POLICY: *amended January 22, 2020*

CHAPTER 2 PARKS POLICIES

OPERATIONAL PROGRAMMING

The Recreation Department, with input from the Parks Department, will announce any field cancellations by 4 pm.

The Recreation Department will either cancel all games and announce such cancellation on the weather hotline or leave the cancellation responsibility to the coaches and field officials.

The Recreation Department should notify the Parks Department of any cancellations during questionable weather by noon of the following day.

Cancellations of club sport games should be made by 2:30pm on weekdays (by the Parks Department) or game continuation will be determined by coaches and on-site field officials.

Cancellations on weekends will be made two (2) hours (when possible) in advance of the first game and the information recorded on the weather hotline immediately thereafter.

Cancellation of club sport games on weekends will be made by the coaches and on site game officials unless previous logistical agreements have been made by the Recreation Staff and team managers.

All game cancellations due to weather conditions will be made according to the Field Cancellation Matrix found as Exhibit 2 to the in the Interagency Field Use Policies (2012).

All weather hotline updates will be the responsibility of the Recreation Department.

BOUNCE HOUSE/INFLATABLES: *amended January 23, 2019, January 22, 2020*

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 four million dollars (\$4,000,000) 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.

TENNIS AND PICKLEBALL INSTRUCTION: *amended January 23, 2019*

Approved tennis and pickleball instructors may use District tennis courts at Trailside and Willow Creek Parks for private paid instruction, subject to the requirements of this policy. This policy applies to independent contractors.

Approved Instructors: The District requires that all tennis/pickleball instructors providing lessons be pre-approved by the District. ~~Please contact the District office prior to any instruction on District courts.~~ Instructors must reserve court space online.

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.

HOT AIR BALLOONS: *amended January 22, 2020*

All ~~h~~Hot ~~a~~Air ~~b~~Balloon operators wanting to launch on District property must submit an application applications **MUST** be completed and submitted to the District by March 1st every year for staff review. Applications received after March 1st may be rejected. A damage deposit and non-refundable application processing fee may be required at the time an application is submitted. The District reserves the right to adjust fees.

Each year, the District specifies certain dates that will not be available for balloons to launch at Trailside Park Upper Parking Lot. An applicant must contact the District Administrative Office for a list of prohibited dates for that year.

Insurance: The District requires all applicants carry a policy of General Commercial Liability Insurance. The District requires that each applicant obtain insurance in the amount of no less than two million dollars (\$2,000,000) per each occurrence and no less than four million dollars (\$4,000,000) ~~general~~ aggregate on each policy. The District must be named as an additional insured on the Certificate of Liability insurance Endorsement. Such endorsement shall provide that such insurance coverage is primary and not contributory to any insurance policy maintained by the District. If alcohol will be served (see conditions below), a liquor liability endorsement is also required. A copy of the policy must be provided to the District by April 15th.

Right to Deny: The District reserves the right to reject an application based on past performance of facility use including, but not limited to: failure to follow the District’s policies. Failure to follow any of the District’s policies may also result in (1) the revocation of the right to use and (2) financial responsibility for park, trail and/or amenity damage, including but not limited to: signs, restrooms, trailheads, benches, and park facilities.

Allowable Limits: Only two (2) hot air balloons may launch from the Trailside Park location at a time. A launch deadline of **no later than 7:00am will be in place from May through September** and a launch deadline of **no later than 9:00am will be in place from October through April.**

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. **Events Outside Normal Hours of Use:** Extra staff costs will be charged for reservations before or after facility hours.
 - b. **Supervision:** All person(s) or groups holding a reservation shall provide supervision at all times. Supervisors(s) must identify themselves as such to District personnel.
 - c. **Conduct:** No person shall engage in fighting, riotous, threatening or indecent conduct or use any abusive, threatening, profane or indecent language while on Fieldhouse property. Verbal or physical abuse of District staff or coaches, players, and spectators associated with the various users will not be permitted. Anyone violating this regulation will be asked to leave the facility immediately.
 - d. **Modifications:** Any modification to the facility must first be approved by the District, including but not limited to placement of soccer or lacrosse goals or any temporary structures.
 - e. **Damage and Clean-Up:** The reservation holder shall require that all persons it is responsible for (coaches, players, spectators, and others) use the space in a safe, prudent, and responsible manner and only for its usual and intended purpose. The reservation holder shall leave the facility in a clean and orderly condition. All trash shall be disposed of properly.
 - f. **Sponsorship:** The reservation holder shall not represent or imply that the District in any way sponsors, supports, or endorses the activity for which the facility is to be used without the express written consent of the District Director.
 - g. **Concessions:** All concessions and fundraising activities conducted on or adjacent to facilities rented in this agreement shall be subject to licensing and permitting through Summit County.
 - h. **Alcohol:** No person shall possess or use any alcoholic beverages within the Fieldhouse except as allowed by a permit issued by the County Manager and with the prior written approval of the District Director.
 - i. **Drugs:** No person shall possess or use any illegal drugs on Fieldhouse property.
 - j. **Pets:** With the exception of certified and designated service animals, no pets allowed unless permitted by special event.
 - k. **Noise:** The reservation does not grant permission to amplify sound or music unless approved by District staff.
 - l. **Parking:** Parking is not exclusive to Fieldhouse reservation holders.
 - m. **Lost and Found:** The District is not responsible for personal property that is lost or stolen. A "lost and found" is maintained at the Fieldhouse front desk. Items will be kept a maximum of thirty (30) days.
 - n. **Insurance:** User Organization must provide a certificate of insurance to the District prior to using the Fieldhouse. The insurance certificate endorsement must list Snyderville Basin Special Recreation District as an additional insured and provide coverage for a minimum of two million dollars (\$2,000,000) ~~Combined Single Limit~~ per occurrence and four million dollars (\$4,000,000) aggregate for bodily injury and property damage. Such endorsement shall provide that such insurance coverage is primary and not contributory to any insurance policy maintained by the District. User Organization agrees to indemnify, defend and hold the District, its officers and employees harmless from any and all claims, losses, costs (including attorneys' fees) and other liability because of injury to persons or property arising as a result of or in connection with User Organization's use of the facilities provided under this policy, except to the extent such claims, losses, costs and other liability result solely from the negligent acts or omissions of the District.
 - o. **Facility Use Policies:** User agrees to follow all District Fieldhouse policies and accepts responsibility for informing agents of the user of their content. It is understood that the information received may be changed or replaced by other policies and procedures that the District may adopt in the future.

FITNESS PASS POLICY: amended January 23, 2019, January 22, 2020

Application: Pass holder represents and warrants that all facts stated in his/her application are true and correct and that all children identified therein are legal dependents of the pass holder. The application is incorporated by reference to the agreement.

Payment: All payments to the District are subject to the cancellation policies of the District.

Returned Check Policy: If a check is returned for insufficient funds, the District will submit the check a second time. If the check is returned again, the fitness pass will be terminated and the pass holder will be assessed a handling fee. Pass holder will be required to pay the handling fee prior to acceptance of any future Fieldhouse application.

Fee Guarantee: Pass holder fees may be modified from time to time by the District Board. No fee increase outside the approved fee range will be applicable until both the fitness pass has expired and public notice of the fee increase has been given.

Fitness Pass Cards and Basin App: Pass holders will be issued a card or may download the Basin App to their electronic device, which will entitle the pass holder and appropriate family members to enjoy the benefits of the facility. Pass holder agrees to present the card or use the Basin App for admittance and to be responsible for the proper use of the card and App by all family members. Pass holder agrees that if the card is ~~not presented~~ lost or misplaced, then the pass holder will be required to purchase a replacement card or use the Basin App before being admitted to the facility.

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, indoor field and gymnasium, and pool and hot tub (during open play periods) at no additional charge. Batting/golf cages, programs, and field rentals will incur additional fees.

Special Events: Pass holder must recognize that the District is required through contractual agreement to host non-athletic special events no less than ten (10) calendar days per year. During these events, regular Fieldhouse hours may be modified or unavailable. Notice of special events, including modified hours or periods of closure, will be posted in the main lobby.

Rules and Regulations: Pass holder must acknowledge that the Fieldhouse operates under rules and regulations established for the safety and protection of patrons and agree to be bound by such, as well as by rules and regulations subsequently approved and posted or published by the District. Rules and regulations of the District are incorporated into the agreement by reference. Facilities, equipment, hours, service, regulation, and policies are subject to change without prior notice, at the sole discretion of the District, and pass holder agrees to accept such changes as a condition of being a pass holder.

Behavior: Pass holder must acknowledge that Basin Recreation's facilities and programs are public and pass holder's behavior impacts other patrons. Should the pass holder behave in a manner that Basin Recreation management deems inappropriate, including but not limited to behavior that is threatening, dangerous, offensive, unsportsmanlike or obscene, any recreation pass or other indicia of authorization to use Basin Recreation facilities may be revoked or suspended and/or participation in any activity may be prohibited.

Age Restrictions: Pass holder must agree to observe the age limitation of fourteen (14) years of age or older for all equipment and District-run classes both inside and outside the Fieldhouse, specifically excepting youth-related classes.

Pass Holder Responsibility: Pass holder must recognize that there are hazards connected with activities at the Fieldhouse. On behalf of the pass holder, spouse, and any dependent designated in pass holder's applications, pass holder knowingly and voluntarily assumes the risk of such hazards. Pass holder must agree to defend, indemnify, and hold the District and its officers, agents, Board, and employees 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 facility manager. Holds may be granted for one (1) time only for a minimum of two (2) weeks and a maximum of three (3) months ~~per twelve (12) month pass~~.

Agreement. The signed agreement, pass holder's application, the fee schedule in effect, and the District's rules and regulations in effect and as amended constitute the entire agreement between the pass holder and the District.

PERSONAL TRAINER POLICY: amended January 23, 2019, January 22, 2020

All personal trainers must enter into the specified Independent Contractor Agreement. Under direct supervision from the Fieldhouse Staff, trainers are responsible for representing and maintaining the standards of the District by educating clients on proper technique and safety, and maintaining an enjoyable atmosphere for all patrons and clients. To that end, the District has adopted the following rules and regulations:

1. All trainers must execute the Personal/Athletic Trainer Agreement prior to conducting any training at the Fieldhouse.
2. Trainers MUST sign-in and out at the front desk upon entering and exiting the Fieldhouse. No exceptions.

CHAPTER 4 SPECIAL EVENT POLICIES

SPECIAL/RESERVED EVENTS ON DISTRICT FIELDS; *amended January 22, 2020*

Hours of Use: Parks are open for use during daylight hours. Special approval from the District must be obtained for use of facilities before or after daylight hours.

Applications: Applications may not be made more than one (1) calendar year prior to the application's event date. Returning events are permitted to apply for the subsequent year immediately following the event, with the understanding that pricing may change. All Field Use applications must ~~include be complete and submitted to the District no less than ninety (90) days prior to the field use for staff review. Applications not submitted within that timeframe may not be granted approval. T~~he required application fee ~~is due~~ at time of submittal. A damage deposit, plus fifty percent (50%) of events fees is due at least sixty (60) days prior to the event. The remainder balance of fees is due fifteen (15) days before the event. Properly completed applications will be processed on a first come, first served basis. Non-refundable processing fees will apply.

Right to Deny: Applicants that fail to meet any of the requirements or fill out an incomplete application will not be processed. The District reserves the right to turn down any application based on past performance, including but not limited to failure to follow the rules and regulations pertaining to the policies set forth at the District's discretion. Failure to follow any District policy may result in (1) revocation of the event, and (2) the applicant being held financially responsible for park and/or field damages, including but not limited to signs, restrooms, benches, and parking facilities.

Supervision: All person(s) or group(s) holding a reservation shall provide field supervision at all times. Supervisors(s) must identify themselves as such to District personnel. The applicant shall require that all persons it is responsible for (participants, volunteers, spectators and others) use the field in a safe and responsible manner. The applicant shall be liable for any damage (other than ordinary wear and tear) resulting to the fields, including pavilions, restrooms, trailheads, parking areas, schools, and other District property by either the applicant or the persons it is responsible for.

Conduct: No person shall engage in fighting, riotous, threatening or indecent conduct or use any abusive, threatening, profane, or indecent language while on park property. Verbal or physical abuse of District staff or coaches, players, officials or spectators will not be permitted. Anyone violating this regulation will be asked to leave the grounds immediately.

Field Modifications: Any modification to the field(s) must first be approved by the District, including, but not limited to, placement of soccer goals, changing the shape of fields, or setting up any temporary or permanent structures. No temporary tents may be staked on grass areas without prior approval by the District. Staking of temporary tents is prohibited on synthetic fields.

Temporary Signs: Production and placement of cautionary signage may be required of the event promoter. All signage must be removed from park and field facilities, city and county roads, public or private property within twenty-four (24) hours of the end of the event. Failure to timely remove signage may result in a portion of the damage deposit being withheld. The District and/or the event promoter will post notification of the event one (1) week prior to the event at impacted intersections and access points.

Fees: A damage deposit per field and half of the event fees are due at least sixty (60) days prior to the start of the event. The remaining balance of fees is due fifteen (15) days before the event. The deposit amount will be determined at the sole discretion of the District at the time of approval, with consideration given to the scope and scale of the event and its potential impacts. The damage deposit will be held in a non-interest bearing account. The Board shall adopt administrative fees from time-to-time to offset the costs associated with these events and programs.

Clean-Up: The user shall leave the field(s) and amenities in a clean and orderly condition. All equipment shall be returned to its designated location. All trash shall be collected, packed out, and disposed of properly immediately following the event. Recycling is strongly encouraged. The following items are NOT permitted at any event on the District property: plastic (any type of plastic that has NO number for recycling), all Styrofoam, and wax or plastic-coated paper.

Waste: Dumpsters and portable toilets may be required based on the size and duration of the event. The duration of the event will also determine if there will be a restroom cleaning fee. The number of toilets required is based upon the maximum number at the event during its peak time. The total number of toilets required will be determined on a case-by-case basis.

Damage: The user shall require that all persons it is responsible for (coaches, players, spectators and others) use the field(s) in a safe, prudent and responsible manner and only for its usual and intended purpose. The user shall be liable for any damage (other than ordinary

wear and tear) resulting to the field(s) and amenities, including pavilions, restrooms and improvements adjacent to the fields by either the user or persons it is responsible for supervising. The District reserves the right to determine whether or not the deposit will be returned based on a post-event inspection of the facilities by District staff and compliance with the terms and conditions set forth herein. If needed, field repair and clean-up of facilities will be completed by District staff and charged against the damage deposit at an hourly rate to cover the cost of labor, materials and equipment. If damages exceed the deposit amount, the applicant will be held liable for any remaining costs associated with repair or cleanup.

Insurance: The District requires all applicants to carry a policy of general liability insurance in an amount no less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) ~~general~~ aggregate. The District must be named as an additional insured on the certificate of liability insurance endorsement. Such endorsement shall provide that such insurance coverage is primary and not contributory to any insurance policy maintained by the District. A copy of the policy must be provided to the District thirty (30) days prior to the field use.

Cancellations: Field use may be cancelled by the applicant up to sixty (60) days prior to the field use date without penalty. For cancellations within sixty (60) days and not less than thirty (30) days prior to the field use, fifty percent (50%) of the fees shall be refunded to the applicant. For cancellations within thirty (30) days and not less than fourteen (14) days prior to the field use, twenty-five percent (25%) of the fees shall be refunded to the applicant. Cancellations made within fourteen (14) days of the event shall not be entitled to refund. Field use cancelled by the District shall result in a full refund of fees.

Sponsorship: The applicant shall not represent or imply that the District in any way sponsors, supports or endorses the activity for which the field(s) is to be used without the express written consent of the District Director.

Concessions: All concessions and fundraising activities conducted on or adjacent to fields rented in this agreement may be subject to licensing and permitting through Summit County.

Alcohol: No person shall possess or use any alcoholic beverages on District property except as allowed by a permit issued by the County Manager and with prior written approval of the District Director.

Drugs: No person shall possess or use any illegal drugs on District property.

Pets: Users will keep all pets off any game field and five (5) yards beyond any game sideline or end line. Dogs must be leashed (six foot (6') leash maximum) and under the control of the owner. Owners must be "in possession" of the dogs (physically holding on to the leash) and dogs may not be tethered to trees or park equipment. Pet owners are responsible for all actions of their dogs (cleaning up after their animal, biting, rough play, etc.) and also must abide by the rules of Summit County, with the specific exception that a physical leash is required on fields due to the nature of the activities on the fields. Owners must be present with their pets at all times in off leash areas which are provided at a number of parks (dogs cannot be left unattended in the dog parks). No pets are permitted on synthetic turf fields. The District is not responsible for the actions of any dog or owner and reserves the right to ask an owner to remove his/her pet, and self, if any of the above rules are violated.

Noise: The permit does not grant permission to amplify sound or music. No amplified music may be played without written District approval.

Parking: Parking is not exclusive to permit holders. No parking is allowed on grass. Cars parked in posted fire lanes or bus turnouts will be ticketed and/or towed. A parking, shuttling from remote sites, and access plan may be required as part of the application. One (1) parking attendant to notify participants and spectators of where to park is required for every parking lot impacted. If parking rules are not followed and/or if cars are parked illegally, the damage deposit will be forfeited.

Fires: Fires on District property are prohibited, with the exception of propane barbecues.

Safety and Emergency Plan: A safety and emergency medical plan may be required as part of this application. All necessary permits must be obtained from the appropriate emergency service providers. At the recommendation of the Park City Fire District, the District may mandate that EMS personnel and an ambulance be on site at the time of the event. This will be determined by the nature and size of the activity.

Additional Permitting: This is not a Summit County permit. The applicant is responsible for acquiring all necessary permits from various government entities, landowners and/or others which may include the following: Summit County Planning and Building Department, Summit County Health Department, Summit County Engineer, Park City Municipal, Park City Police, Utah State Highway Patrol, Park City Fire District and the Summit County Sheriff. Approval by these entities will be required where applicable as part of

this process. Applicant must obtain a Mass Gathering Permit from the Summit County Health Department if more than three hundred (300) people are expected for an event.

SPECIAL EVENTS AT TRAILSIDE BIKE PARK & SKATE PARK: *amended January 22, 2020*

The District established these policies for all persons and groups that use Trailside Skate Park and Bike Park trails for special events, and/or commercial outfitting and guiding services. The District requires compliance if events are to be permitted on District-managed trails. The District may alter, change or add any rules it deems necessary to provide the public and citizens of the Snyderville Basin with safe, high quality trails within the Bike Park. Failure to follow these policies or any District policy may result in (1) revocation of the event permit and/or (2) the applicant being held financially responsible for damage to trail amenities such as signs, restrooms, trailheads, benches, parking facilities, etc.

General Policies

Location: Special Events are only permitted at the Trailside Skate Park and, Bike Park on the District-designated trails. The District Administrative Office will maintain a current list of designated Bike Park trails.

Event Defined: Activities will be classified as an event if the event has more than ~~fifteen-ten~~ (105) participants in a twenty-four (24) hour period.

Fees and Charges: All special events conducted at the Skate Park or Bike Park require a permit application fee, event fee and damage deposit. The specific deposit amount is determined in the sole discretion of the District, considering the event impact. Such deposit amount is subject to change after full review of the application and supporting documents. The Board shall adopt administrative fees from time-to-time to offset the costs associated with these events and programs.

Submittal Procedure and Permit Deadlines: Applications may not be made more than one (1) calendar year prior to the application's event date except returning events are permitted to apply for the subsequent year immediately following the event. ~~All Skate Park and Bike Park Special Event applications must be complete and submitted to the District no less than ninety (90) days prior to the field use for staff review. One hundred percent (100%) of t~~The required application fee is due at the time of submittal. Applications that have not paid one hundred percent (100%) of the application fee are considered incomplete and will not be processed. All necessary information must be provided for an application to be considered complete. Safety and emergency medical plan and certificate of insurance are also due at the time of application to secure the desired dates. A damage deposit, plus fifty percent (50%) of events fees is due at least sixty (60) days prior the event. The remainder balance of the deposit is due fifteen (15) days before the event. Properly completed applications will be processed on a first come, first served basis.

Security Damage Deposit: A damage deposit must be paid to the District to be held in a non-interest bearing account. The deposit amount will be determined at the sole discretion of the District at the time of approval, with consideration given to the scope and scale of the event and its potential impacts.

Deposit Refund/Forfeit: Trails/parks must be clean of debris, trash, markings and other materials immediately following the event. If needed, trail repair and clean-up will be completed by District staff and charged against the damage deposit at an hourly rate to cover the cost of labor, materials and equipment. The District reserves the right to determine whether or not the deposit will be returned based on a post-event inspection of the course by District officials and compliance with terms and conditions set forth within the special events policy and permit. If damages exceed the deposit amount, the applicant will be held liable for any remaining costs associated with repair or cleanup. The applicant shall require that all persons it is responsible for (participants, volunteers, spectators, and others) use the facilities in a safe and responsible manner. The applicant shall be liable for any damage resulting to the facilities, including signs, restrooms, benches and other improvements adjacent by either the applicant or any person involved in the event. All trash shall be collected, packed out, and disposed of properly immediately following the event. Recycling is strongly encouraged. Damage deposits may be withheld as provided above. The following items are NOT permitted at any event on District property: plastic (any type of plastic that has NO number for recycling), Styrofoam, and wax or plastic-coated paper.

Approval: The Parks ~~and Trails~~ Manager and/or District Director must approve all proposed events. If there is a special circumstance that arises with respect to dates, number of allotted events on any given trail, fees charged by District or an exception to trails approved for event use as part of the special events policy and permit, a request may be submitted to the District Board/Director for consideration.

Insurance: If the applicant is an organization, for profit or otherwise, or an individual using the amenity for profit. The applicant will be required to carry a policy of general liability insurance in an amount no less than two million dollars (\$2,000,000) per single occurrence and four million dollars (\$4,000,000) ~~general~~ aggregate. The District must be named as an additional insured on the Certificate of Liability Insurance Endorsement. Such endorsement shall provide that such insurance coverage is primary and not contributory to any insurance policy maintained by the District. A copy of the policy must be provided to the District thirty (30) days prior to the event.

Additional Permitting: This is not a Summit County permit. The applicant is responsible for acquiring all necessary permits from various government entities, landowners and/or others, which may include the following: Summit County Planning and Building Department, Summit County Health Department, Summit County Engineer, Park City Municipal, Park City Police, Utah State Highway Patrol, Park City Fire District and the Summit County Sheriff. Approval of these entities will be required where applicable as part of the application process. Applicant must obtain a Mass Gathering Permit from the Summit County Health Department if more than three hundred (300) people are expected for an event.

Safety and Emergency Medical Plan: A safety and emergency medical plan must be submitted as part of this application. All necessary permits must be obtained from the appropriate emergency service providers. At the recommendation of the Park City Fire District, the District may mandate that EMS personnel and an ambulance be on site at the time of the event. This will be determined by the nature and size of the activity. **Helmets are required for all participants for any training, practice, and/or competition run during or before an event occurring at the Trailside Skate Park or Bike Park.**

Parking and Transportation Plan: Parking and access is allowed in designated areas only. A parking, transportation and access plan must be submitted as part of this application. One (1) parking attendant to notify participants and spectators of where to park is required for every fifty (50) people expected at the event. If no parking attendant is supplied, the District will supply one (1) parking attendant for every fifty (50) people in attendance at an hourly rate. This total will be deducted from the security deposit. Parking cones and barricades can be rented from the District.

Right to Deny: Applications that fail to meet the above requirements will not be processed. The District reserves the right to turn down an application based on past performance of an event including but not limited to failure to follow the rules and regulations pertaining to the policies set forth in the special events application.

Cancellation/Reschedule: Events may be canceled by the applicant up to sixty (60) days prior to the event date without penalty. For cancellation within sixty (60) days and not less than thirty (30) days prior to the event, fifty percent (50%) of the permit fee shall be refunded to the applicant. For cancellation within thirty (30) days and not less than fourteen (14) days prior to the event, twenty-five percent (25%) of the permit fee shall be refunded to the applicant. Cancellations made within fourteen (14) days of the event shall not be entitled to refund. Events canceled by the District shall result in a one hundred percent (100%) refund. In the event of extreme weather, poor trail conditions or other scheduling conflicts due to unforeseen circumstances, the event may be cancelled and/or rescheduled in the sole discretion of the District. It is in the applicant's best interest to reschedule if there is inclement weather that creates hazardous conditions for participants or may result in serious damage to the trails and trail amenities.

Regulations

1. **Hours of Use:** The Skate Park and Bike Park are open for use during daylight hours, unless otherwise approved by the District.
2. **Supervision:** All persons associated with the event shall be supervised by the promoter or designee, at all times. The District is not responsible for the actions, inactions, or negligence of the applicant, its agents, designees, volunteers, employees, participants, or spectators.
3. **Conduct:** No person shall engage in fighting, threatening or indecent conduct or use of any abusive, threatening, profane or indecent language while using District trails and amenities. Anyone violating this regulation will be asked to leave the property immediately.
4. **Trail modifications:** Any modifications to the trail(s) must first be approved in writing by the Trails Manager, including but not limited to placement of signs, environmentally friendly race markings, flagging, aid stations or the setting up of any other temporary or permanent structures. Any request for trail modification must be made no less than seventy two (72) hours before the event and, if approved, such modification will only be made by the District's Trail Department unless written permission is granted by the Trails Manager. Permanent course markings are prohibited.
5. **Motorized Vehicles:** **Motorized vehicles are PROHIBITED** in the Skate Park and Bike Park without written consent from the Trails Manager or District Director. On a case-by-case basis, District owned vehicles may be able to assist events where needed.

Allowable Limits: Events may not occur back-to-back weekends on each of the trail systems identified above, excluding events directly sponsored or co-sponsored by the District.

Event Defined: Activities will be classified as an event if such as more than ~~fifteen-ten~~ (105) participants in a twenty-four (24) hour period.

Fees and Charges: All Special Events conducted on District trails require a permit application fee, trail fee and deposit for the use. The Board shall adopt administrative fees from time-to-time to offset the costs associated with these events and programs.

Fees for use of open space lands will be determined on the user group classification, the amount of impact and anticipated number of people, participants plus spectators, on the land for the event.

DUMPSTERS / PORTAPOTTIES, IF NEEDED, ARE THE RESPONSIBILITY OF THE EVENT APPLICANT.

NOTE: Public trails *will not* be closed for events. Production and placement of cautionary signage may be required of the event promoter. District staff and/or event promoter will post notification of the event one (1) week prior to the scheduled event at trailheads, intersections and access points that are directly impacted. Permanent course markings are prohibited. Local and Out-of-Area For Profit Nordic and Snowshoe events will be charged an hourly grooming fee after completion of the event. Upon request, a trail may be groomed prior to the event at an hourly rate.

Submittal Procedure and Permit Deadlines: Applications may not be made more than one (1) calendar year prior to the application’s event date. ~~Applications for special events on the District’s trail system must be submitted ninety (90) days prior to the event date. One hundred percent (100%) of~~ The application fee is due at time of submittal. Applications that have not paid one hundred percent (100%) of the application fee are considered incomplete and will not be processed. Properly completed applications will be processed on a first come, first served basis. All applicable information listed below must be provided as part of the application and for an application to be considered complete. A deposit, plus fifty percent (50%) of the trail fees is due sixty (60) days prior to the event. The remainder of the balance of trail fees is due fifteen (15) business days before the event. Letters of permission, safety and emergency medical plans and certificate of insurance is also due at the time of application to secure the desired dates. All proposed events must comply within the boundaries as described by the District.

Letters of Permission: The applicant must obtain a letter of permission from each property owner impacted by the event. Special events must occur on trail corridors as directed by the District.

Security Damage Deposit: A damage deposit must be paid to the District to be held in a non-interest bearing account. The deposit amount will be determined at the sole discretion of the District at the time of approval, with consideration given to the scope and scale of the event and its potential impacts.

Deposit Refund/Forfeit: Trails must be clean of debris, trash, markings and other materials immediately following the event. If needed, trail repair and clean-up will be completed by District staff and charged against the damage deposit at an hourly rate to cover the cost of labor, materials and equipment. The District reserves the right to determine whether or not the deposit will be returned based on a post-event inspection of the course by District officials and compliance with the terms and conditions set forth within the special events policy and permit. If damages exceed the deposit amount, the applicant will be held liable for any remaining costs associated with repair or cleanup.

Approval: The Trails & Open Space Manager and/or District Director must approve all proposed events. If there is a special circumstance that arises with respect to dates, number of allotted events on any given trail, fees charged by District or an exception to trails approved for event use as part of the special events policy and permit, a request may be submitted to the District Director for consideration.

Insurance: ~~If the applicant is an organization, for profit or otherwise, or an individual using the amenity for profit, t~~The applicant will be required to carry a policy of general liability insurance in an amount no less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) ~~general~~ aggregate. The District must be named as an additional insured on the Certificate of Liability Insurance Endorsement. Such endorsement shall provide that such insurance coverage is primary and not contributory to any insurance policy maintained by the District. A copy of the policy must be provided to the District thirty (30) days prior to the event.

Additional Permitting: This is not a Summit County permit. The applicant is responsible for acquiring all necessary permits from various government entities, landowners and/or others which may include the following: Summit County Planning and Building

10. **Pets:** Dogs must be leashed and under the control of the owner at all times.
11. **Noise:** The permit does not grant permission to amplify sound or music. Special permission may be granted by the District based on the type of event, time and place an event occurs. All events must comply with the Summit County Noise Ordinance.
12. **Lost and Found:** The District is not responsible for personal property that is lost or stolen. A “lost and found” is maintained at the District office, 5715 Trailside Drive. Items will be kept a maximum of thirty (30) days.
13. **Temporary Signs:** Production and placement of cautionary signage may be required of the event promoter. All signage must be removed from trails, city and county roads, public or private property within twenty-four (24) hours of the end of the event. Failure to timely remove signage may result in a portion of the damage deposit being withheld.

Terms and Conditions

1. Applicant shall be solely responsible for loss or damage to property or injury or death of any person or persons arising out of, or connected in any way with the use of District trails. The applicant shall require that all persons it is responsible for (participants, volunteers, spectators and others) use the park in a safe and responsible manner.
2. Applicant accepts the condition of the trails prior to and for the duration of the event and hereby agrees to indemnify and hold harmless the District, its directors, officers, agents, employees and representatives from and against any and all claims, damage, loss, expense, injury or death and from all causes of action or causes of suit arising out of or connected directly or indirectly with the use of the facilities by the applicant.
3. Applicant shall reimburse the District for all damages to the facilities and/or property resulting from such use other than ordinary wear and depreciation.
4. Applicant agrees to obey all rules and regulations of the District.
5. Applicant shall provide adequate supervision and shall be responsible for improper conduct of the volunteers, employees and participants during the event.
6. Applicant agrees that the use of the facilities and this permit shall be revocable by the District at any time.

PARK ROOM RENTAL: *amended January 23, 2019, January 22, 2020*

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. District use takes priority. The District will work with parties that have long-term sequential rentals in the event of a conflict.~~
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. 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.
7. Use of microphones and other standard audio visual equipment is permitted within the building during the scheduled time providing their use does not interfere with District business activities. All audio/visual equipment must be provided by the applicant.
8. Light refreshments (beverages, cookies, sandwiches, etc.) are allowed.
9. No person shall possess or use any alcoholic beverages on District property except as allowed by a permit issued by the County Manager and with prior written approval of the District Director.
10. No unlawful activities, inappropriate use of the room, or inappropriate conduct will be tolerated. Users will be required to vacate the premises for any violation. Future privileges may be revoked should any of these activities occur.
11. The District is not responsible for personal property that is lost or stolen. A “lost and found” is maintained at the Trailside Administrative Office. Items will be kept for a maximum of thirty (30) days.

12. The following guidelines are provided to assist patrons in caring for the building while they enjoy its amenities:
 - a. No glitter or paint is to be brought into the building unless flooring covering is provided by the applicant.
 - b. No open flames in or out of the building. This includes burning candles, potpourri, incense, etc.
 - c. The applicant is responsible for provision of dishes, utensils, dishtowels, napkins, tablecloths, etc.
 - d. Children under eighteen (18) years of age must be under the supervision of an adult.
 - e. Nothing may be fastened or affixed to the walls, ceilings, or floors in any manner. No nails or tacks in the woodwork or walls.
 - f. Removal of pictures, plaques and other objects for the purpose of redecorating is prohibited.
 - g. The applicant is responsible to leave the room in a clean, orderly condition. This includes returning chairs and tables to an orderly arrangement, picking up and disposing of garbage, and removal of any tape.
 - h. If thermostat has been adjusted, return setting to sixty-five (65) degrees.
 - i. Meeting room and interior/exterior lights must be turned off.
13. Building keys may be picked up no earlier than two (2) business days prior to the reservation.
14. User must lock and check exterior doors to be sure the building is secure.
15. User must place key in key box near exit door after hours or return to office staff.

PAVILION RENTAL: amended January 23, 2019; January 22, 2020

Terms & Conditions

1. The District will accept park pavilion reservations beginning April 1 for time between May 15-October 15 of the current year. Reservations must be made twenty-four (24) hours in advance.
2. All park pavilion reservations must be paid for before the date and time can be reserved..
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 within seven (7) days of the cancelled event.
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.

FIELDHOUSE SPECIAL EVENT POLICIES: *amended January 23, 2019, January 22, 2020*

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.

~~2.1. **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.~~

~~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.~~

3.2. Private Groups, Local: Groups comprised of citizens that reside *within* the combined jurisdictions of the District and the incorporated area of Park City.

4.3. 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.

Scheduling & Reservations ~~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 is defined as:** ~~a. 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.~~

~~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.~~

~~c. Stakeholder activities may be submitted on an ongoing basis and will be scheduled according to space availability and user history.~~

~~d. 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.~~

2.3. 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.

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 four million dollars (\$4,000,000) ~~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).

PERSONNEL **POLICIES**



SNYDERVILLE BASIN **SPECIAL RECREATION DISTRICT**

5715 TRAILSIDE DRIVE
PARK CITY, UT 84098
435-649-1564
435-649-1567 (Fax)
www.basinrecreation.org

the policies and to, exercise caution in copying materials and avoid disseminating fragmented portions of these policies. Issues needing clarification should be referred to the Personnel Director.

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

C. Applicability of Policies and Procedures:

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

D. System Standards:

The system standards subscribed to by the District shall conform to the following:

1. Recruiting, selecting, and advancing employees on the basis of their relative ability, knowledge, and skill levels, including open consideration of qualified applicants for initial appointment.
2. Providing equitable and adequate compensation.
3. Educating employees as needed, to assure high quality performance and justify reasonable performance standards.
4. Normally, retaining employees on the basis of the adequacy of their performance, correcting inadequate performance, and separating employees whose inadequate performance cannot be corrected or corrected in a timely manner.
5. Assuring non-discrimination for applicants and employees in all aspects of personnel administration without regard to political affiliation, race, color, national origin, age, military status, disability, sexual orientation, gender identification, and with proper regard for their privacy and constitutional rights as citizens.
6. Providing information to employees regarding their political rights and

SECTION 3 - ADMINISTRATION

A. Administration of Policies

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

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

B. Personnel Committee

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

1. General Organization: The PC shall be comprised of the Personnel Director and three (3) members of the Board appointed by the Chair.
2. Chairperson: In grievance proceedings, tThe Personnel Director shall be the chair, but shall be a non-voting member of the PC. A board member can serve as chair for meetings other than grievance proceedings.

- d. Recommending salary adjustments, promotions, transfers, and termination of employees under existing District policies;
 - e. Scheduling vacations, lunch, and rest breaks;
 - f. Approving reimbursement of employee expenses;
 - g. Controlling absenteeism and tardiness and approving requests for time off;
 - h. Verifying employee time records and approving overtime when necessary;
 - i. Recommending job elimination when appropriate;
 - j. Complying with applicable federal and state laws and regulations concerning employee safety;
 - k. Maintaining neat and orderly work areas;
 - l. Implementing all policies and procedures; and
 - m. Ensuring that all rules and regulations are observed by employees.
4. Nothing in this policy should be considered as a contract or promise, express or implied, to employees that supervisors will in each case perform any or all of the activities described above, or that such activities will be performed uniformly in each case.

E. Official Personnel Records: Amended January 22, 2020

1. It is the policy of the District to maintain personnel records for applicants, employees, and past employees in order to document employment related decisions, evaluate and assess policies, and comply with government record keeping and reporting requirements.
2. The District strives to balance its need to obtain, use, and retain employment information with each individual's right to privacy. To this end, it attempts to restrict the personnel information maintained to that which is necessary to conducting District business or which is required by federal or state law or County ordinance.
3. The ~~Personnel Director~~District Administrator or designee is responsible for overseeing the record keeping for all personnel information and will specify what information should be collected

and how it should be stored and secured. The Personnel Director will have access to these records upon request. According to law, all medical files shall be maintained separate from other personnel records. In addition, verification of prior employment and reference checks are maintained separately from other personnel records.

4. Employees have a responsibility to make sure their personnel records are up to date and should notify ~~the department manager, District Director, and/or~~ the District Administrator of any changes in at least the following:
 - a. Name;
 - b. Address;
 - c. Telephone number;
 - d. Marital status (for benefits and tax withholding purposes only);
 - e. Number of dependents;
 - f. Addresses and telephone numbers of dependents and spouse or former spouse (for insurance purposes only);
 - g. Beneficiary designations for any of the District's insurance, disability, and retirement plans;
 - h. Persons to be notified in case of emergency.
5. Personnel records shall contain, as appropriate:
 - a. Record of application for employment and employment eligibility certification (I-9);
 - b. Reference to transcripts of academic preparation;
 - c. Performance evaluation ratings;
 - d. References to any formal reprimand, corrective action or commendation;
 - e. Records of actions affecting employee salary, status, or standing;
 - f. Leave records; and

- g. Any other information felt to be pertinent by the department manager, District Director, Personnel Director or employee.
6. The District will, upon written request, supply the employee with a copy of any document it places in the employee's file.
7. An employee has the right to review, upon written request, the contents of their personnel record as governed by law and may challenge any information contained in the official personnel record, but may not remove any of its contents. All challenges must be directed either to the Personnel Director, ~~and~~ District Director, or District Administrator.
8. If a disciplinary action is rescinded or disapproved upon appeal, all forms, documents, and records pertaining to the case shall be removed from the personnel record and destroyed.
9. Personnel records are private data and available for review only to the employee and persons authorized by law or as determined by the District Director to have a legitimate "need to know." A log or record of those reviewing personnel records and information shall be maintained together with the reasons for access to the records. All requests for reviews of personnel records shall be in writing and review shall be done in the presence of the District Director or their designee.
10. Requests for Information:
Information and records management shall be conducted in a manner consistent with the Utah Government Records Access & Management Act (GRAMA), as amended within the Utah Code. Any person requesting information or documents under GRAMA must submit a written request on an approved form, detailing the specific information or document requested and the number of copies. Any request asking for information regarding verification of employment, including name, gender, gross compensation, job titles, job descriptions, business addresses, business telephone numbers, numbers of hours worked per pay period, dates of employment, relevant education, previous employment, and similar job qualifications of present employees, shall be directed to the District Director and shall be deemed public information as provided by Utah law, unless otherwise classified.
~~Any request for information regarding a reference check on a former or current employee shall be forwarded to the District Director or their designee, who shall issue a response similar to employment verification. Under no circumstances shall character judgments be issued during these requests.~~

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

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

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

F. "At-will" Confirmation

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

G. Savings Clause

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

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

F. Hiring Procedures: Amended January 23, 2019, January 22, 2020

1. When a position opens or a need arises to create a new position or fill a vacancy for a full-time position or an enumerated year-round part-time position, 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 within seven (7) calendar days of the posting date. All in house recruitment shall be posted in the District offices and designated locations. If the same position is being recruited for multiple times within the span of one year of the first in house advertisement, the in house posting requirement is waived.

3. Following the in house posting, if the position is not filled by promotion or transfer, the community and labor market shall become the object of an appropriate recruitment effort. All applications will be received by the District Administrator or their designee. Outside applications will be accepted for a minimum of seven (7) calendar days. If necessary, outside recruitment may be extended as needed to attract sufficient qualified applicants.
4. Upon closing the community and labor market recruitment the District Administrator or their designee shall review all applications to determine those that meet the minimum qualifications. Those applicants who meet minimums shall then be ranked by using a formal system for rating applicant training, education and experience, etc. The rated list then constitutes the certified list of eligible applicants and a hiring register for the recruited position and functionally similar positions within the District. The certified eligible list for the advertised position shall remain active for six (6) months.
5. Upon ranking the applicants, the finalists for the position will be determined and the scores will be submitted to the department manager. In the case of full-time positions, the finalists for the position shall be selected from the scores and submitted to the District Director.
 - a. The department manager or their designee(s) will conduct the interviews. Upon the selection of the individual to be hired the department manager shall submit the name of their choice and proposed salary in writing to the District Director and District Administrator for the development of a formal employment offer and processing. No offer is final until approved by the District Director.
6. Before extending a conditional offer of employment to the finalist, the District Administrator will secure the following:
 - a. Signed documentation by the District Director and department manager if a new employee is hired or a current employee is promoted to an amount higher than the starting wage for that position.

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: During the promoted or transferred employee orientation, the supervisor shall conduct a written performance review at least monthly to coach the employee in the new job duties, apprise the employee of their suitability for the position, and determine the employment action to be recommended to the District Director. Promoted or transferred employees who fail to demonstrate competence and/or compatibility with the new assignment within the six (6)-month orientation period may be reassigned to the same or equivalent position with the equivalent pay and tangible benefits previously held if one is available. Reassigned employees shall have all rights of appeal and due process as defined by policy and procedures. There shall be no orientation period increase at the completion of a promoted or transferred employee orientation period.

SECTION 6 - EMPLOYMENT STATUS

A. Applicability: Amended January 23, 2019

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

B. Merit Exempt Positions:

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

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

capable of giving proper notifications but does not inform the supervisor, shall be deemed to have resigned and shall be informed of the same in writing by the department manager.

H. Reinstatement/Rehire:

Former employees, who left voluntarily, and in good standing, may be reinstated to a vacant position only when their qualifications and ability indicate a potential for performance which would clearly exceed expected performance of current, and promotable employees. Previous District experience may be taken into consideration in determining placement of the employee on the District's salary schedule and accrual of benefits if the rehire or reinstatement occurs within one (1) year from the date of separation. The 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: Amended January 23, 2019

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

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

~~Job title, and a brief description of the duties;~~

~~Experience and/or education requirements;~~

~~Wage scale;~~

~~Closing date.~~

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: Amended January 22, 2020

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 ~~District shall issue 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;~~

~~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 option 2, o~~Only F.I.C.A. tax and retirement benefits will be paid on that check, except retirement is not paid on the vacation payout. The District Administrator shall determine the amount of separation pay to which the employee is entitled. In the event of the death of an employee, final payment ~~under option 2~~ shall be made to the employee's beneficiary.

Director. This is not to be confused with Out of Classification Assignments (Paragraph LM above)

N. Pay Progression

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

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

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

O. Performance/Incentive Awards & Bonuses: Amended January 23, 2019, January 22, 2020

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

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

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

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

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

c. A merit bonus is independent from District salary schedule and is not

carried over from year to year.

- d. These bonuses shall be awarded in December of each year and may be awarded for:
 - 1. Exemplary performance on special projects. An employee may be given a special project. A great deal of effort and research may go into the project. The project shall benefit the District in some way.
 - 2. The exercise of leadership and/or initiative beyond that normally expected in the individual's regular assignments. An employee may be required to meet unusual deadlines or perform in emergency situations. An employee may demonstrate a willingness to accept and perform new assignments on a short term basis.
 - 3. Actions which avert legal actions by or against the District.
 - 4. Independent research and analysis initiated by an employee resulting in a contribution to the specific objectives or improved methods for delivering District services or conducting District operations.
- e. The supervisor shall submit a written letter detailing the actions of the District employee to the District Director.
- f. The District Director shall either approve or deny the request.
- 2. **Instant Bonus Program:** A District employee, supervisor, or manager may nominate a part-time or seasonal District employee for a bonus up to fifty dollars (\$50) for actions which bring favorable attention or recognition to the District.
 - a. The nomination shall be written in memo form. Nominations must involve a detailed description of the project or act and the nominated employee's involvement in the act. If money is awarded to the District employee, the award shall run through the payroll process.
 - b. The nomination shall be forwarded to the employee's supervisor/department manager for approval and to the District Administrator for payment and inclusion in the employee's personnel file. If the employee's supervisor does not approve the nomination, the nominating individual may appeal the decision to the District Director.

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. Employees are responsible for reviewing their pay stubs. Any discrepancies shall be reconciled directly through the District Administrative office. If discrepancies are not reported within sixty (60) days, all reports shall be deemed correct.

G. Sick Leave: Amended January 22, 2020

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

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 within two (2) weeks prior to after return from 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

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 the District~~ir~~department.
6. 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,

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 District Administrator and 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: Amended January 23, 2019

representatives upon request. Other records shall be kept as requested by the Industrial Commission.

6. The compliance officer shall post, in conspicuous places, a listing of telephone numbers or addresses as may be applicable so that necessary help can be obtained in case of an emergency.
7. Supervisors and employees shall be required to insure clean work areas. An excessively littered or dirty work area constitutes an unsafe, hazardous condition of employment and should be remedied within a reasonable amount of time.
8. A report of any on-the-job injury shall be submitted to the District Administrator or designee, who shall notify the Workers Compensation carrier who shall notify the Industrial Commission and the affected employee within seven (7) calendar days on a "First Report of Injury" form. Should any sudden or unusual occurrence or change of conditions occur (such as the appearance of toxic or unusual fumes or gases, major equipment failure, explosions, fires, etc.) that might affect the safety or health of District employees or tend to increase the hazards thereof, the compliance officer or other designated authority shall notify the Industrial Commission of Utah at once. Such notification must be made whether or not any actual injuries result from the above occurrences or changes of conditions.
9. No person shall remove, displace, destroy, or carry away any safety device or safeguard provided for use in any place of District employment or interfere with the use of any method or process adopted for the protection of employees. No employees shall refuse or neglect to follow and obey reasonable orders that are issued for the protection of health, life, safety, or welfare of employees. Willful violation of these rules is grounds for disciplinary action or dismissal.
10. Additional information relative to the Occupational Safety and Health Act can be obtained from the Utah State Industrial Commission.

B. Worker's Compensation

The District operates under the provisions of the Utah State Worker's Compensation Act. Utah Code Ann. §34A-2-401 *et. seq.*, as amended, provides that any employee "... who is injured, and the dependents of each such employee who is killed, by accident arising out of and in the course of the employee's employment, wherever such injury occurred, if the accident was not purposely self-inflicted, shall be paid: (a) compensation for loss sustained on account of the injury or death; [and] (b) the amount ... for medical, nurse and hospital services and medicines, and, in case of death, the amount of funeral expenses". According to state law, Workers Compensation benefits are provided to all

District employees who become injured or contract occupational diseases on the job and cannot perform their normal duties. Under the ADA, reasonable accommodation will be made in all return-to-work situations, if doing so will not produce undue hardship. Eligible workers may receive benefits in various areas which include: hospitalization, medical, disability, permanent loss of body functions, prosthetic devices, and death/burial benefits. The amount and conditions of any such compensation shall be based on applicable provisions of the Worker's Compensation Act. Any injury occurring on the job must be reported to the supervisor and the District Administrator immediately. Forms prescribed by the State Industrial Commission must be completed by the District Administrator within seven (7) days of injury. An employee returning to work after a Worker's Compensation leave shall provide a return to work release from their physician listing accommodations, if any. The District may restrict the employee's return to work if the accommodations preclude the employee from fully participating in their job responsibilities. [Refer to the Workers Compensation section of the District's Operational Policies for additional information.](#)

C. Coordination of Social Security Benefits

All employees of the District contribute to the Social Security program, as administered by the Federal Government. The system is based on employer and employee contributions as determined by Congress. Benefits include four (4) general areas: Retirement Insurance, Survivors Insurance, Disability Insurance, and Hospital and Medical Insurance (Medicare). Employees who are eligible for both workers compensation and social security will receive less social security payments but will not receive reduced workers compensation benefits.

D. Unemployment Insurance

The unemployment insurance program at Workforce Services requires a person to make a declaration of physical ability to work and availability to work if physically able. Employees would not be eligible for unemployment insurance benefits if they are receiving workers compensation benefits.

I. **Working Remotely**

This policy applies to the use of District systems, on District owned laptops, tablets or other devices 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). Any remote work unrelated to travel must be agreed to by the Department Manager. An employee injury or illness is compensable under workers' compensation if it arises out of and in the course of employment, regardless of the location the injury occurs.

1.

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 the District system as soon as reasonably practicable.
- e.f. Maintain a safe and ergonomically sound work environment, report work-related injuries to the supervisor at the earliest opportunity, and hold the District harmless for injury to others at the remote location.

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.

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. For purposes of this definition, Board members are specifically excluded.

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 working more than 1560 hours annually. Seasonal full-time employees may be offered health care if such employee works in excess of 130 hours per month during the measurement period (defined as a look-back period of twelve (12) months).

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.