POLICIES AND PROCEDURES MANUAL PREFACE

Certain provisions of this Chapter of the Policies and Procedures Manual ("P&P") of the Metropolitan Water District of Salt Lake & Sandy ("District") are mandated by statute, specific document signed or adopted as a part of the annexation of Sandy City into the District, contract, or bond document. In most such instances specific statutes, annexation documents, contracts, and bond documents are referenced. Except as mandated by applicable statute, annexation document, contract, or bond document, P&P Sections are subject to change by the Board of Trustees of the District ("Board") without notice. Except as otherwise stated, or otherwise dictated by applicable law, these Sections contain "policies and procedures" which are mandatory directives of the Board to be followed by the Trustees and staff absent a different directive or approval of the Board. Absent sufficiently exigent circumstances, such different directive or approval of the Board should precede action which varies from these Sections.

Occasionally the Board may adopt "regulations" pursuant to authority granted by Utah Code Ann. §§ 17B-1-103, 17B-1-301(2)(i) that have the force and effect of law, and may be applicable to the activities of persons or entities who are not Trustees or staff. Occasionally these P&P Sections are stated in terms of "goals," "objectives" or "guidelines," that give the Trustees and staff general direction, but do not mandate particular end results or particular procedures. Except as otherwise stated, or as otherwise provided by applicable law, these Sections are not intended to create any claim or cause of action, set any standard of care applicable to any claim or cause of action, nor provide any evidence of standard of care for the purposes of any claim or cause of action.

The District's General Manager ("GM") is authorized to make non-substantive grammatical and format changes to the P&P. Utah Code Ann. Title 17B applies to Special Districts. Some parts of Title 17B apply only to specific kinds of Special Districts. For example, the Metropolitan Water District Act ("MWD Act") is Part 6 of Chap. 2a of Title 17B, and that Part applies only to Metropolitan Water Districts. If there is a conflict between the MWD Act provisions and other Special District provisions, the MWD Act provisions take priority. Utah Code Ann. § 17B-2a-602(4).

CHAPTER 1
TRUSTEES

Last Updated: June 15, 2026

1-1 NUMBER

1) Utah Code Ann., Title 17B, Chap. 1, Part 3 deals with Trustees. Utah Code Ann. § 17B-1-302 allows the Board to set the number of Trustees at an odd number of no less than 3 by a 2/3 vote. No change in the number of Trustees may shorten any Trustee's term. Section 604 of the MWD Act, Utah Code Ann. § 17B-2a-604(2), allows the District to determine the number of Trustees appointed by member cities by agreement with member cities, subject to Utah Code Ann. § 17B-1-302(8) (requiring an odd number of Trustees and at least three Trustees on the Board). Pursuant to Paragraph 8 of District Resolution 1633, adopted as part of the annexation of Sandy City into the District, and approved by and relied upon by the District's member cities, the total number of Trustees shall be 7. Five Trustees are appointed by the Salt Lake City Council and 2 Trustees are appointed by the Sandy City Council. No change in the number of Trustees appointed by each member city of the District should be made without the written consent of both cities, and an amendment of District Resolution 1633.

1-2 APPOINTMENT, REMOVAL FOR CAUSE

1) Section 604 of the MWD Act, Utah Code Ann. § 17B-2a-604, allows for an elected board or gives city councils the power to appoint Trustees. The District's Board of Trustees has determined that it is in the best interests of the District for Trustees to be appointed. Utah Code Ann. § 17B-1-304 describes the procedures for selection and appointment of Trustees. Appointment must be by resolution after specific public notice of vacancy, qualifications, person to be contacted and deadlines for application, and after a public hearing. The appointment may not be made sooner than 2 months after the appointing city is notified of the vacancy. Pursuant to Utah Code Ann. § 17B-1-304(4) Trustees may be removed for cause after hearing by a 2/3 vote of the appointing city council.

1-3 QUALIFICATIONS, TRAINING

1) Utah Code Ann. § 17B-2a-302(1) requires Trustees to be registered voters and residents of the boundaries of the District. Utah Code Ann. § 17B-1-303(2)(c) provides that if a Trustee no longer meets the requirements of Utah Code Ann. § 17B-1-302(1) through -(7), the position is considered vacant, but the Trustee may continue to serve until a successor is duly appointed and qualified. Section 604 of the MWD Act, Utah Code Ann. § 17B-2a-604(4), requires that Trustees be registered voters, property taxpayers, and residents of the retail service area of the appointing city. Appointed officers and employees of an appointing city may not serve as Trustees, and such appointment or employment shall be considered grounds for immediate disqualification (see Utah Code Ann. § 17B-2a-604(5)(a)). In such an instance, the Trustee shall immediately forfeit their seat, and the position shall remain vacant until filled under Utah

Code Ann. § 17B-1-304 (see Utah Code Ann. § 17B-2a-604(5)(b)). Utah Code Ann. § 17B-1-312 requires that each Trustee receive training, per the curriculum developed by the state auditor in conjunction with the Utah Association of Special Districts, within 1 year of taking office, which includes reappointment to a new term. The failure of a Trustee to comply with this requirement does not disqualify that Trustee to act in any respect. Utah Code Ann. § 52-4-104 requires the presiding officer of the public body to ensure that the members of the public body are provided with annual training on the requirements of the Utah Open and Public Meetings Act, Utah Code Ann., Title 52, Chap. 4 ("Open Meetings Act").

1-4 TERM

1) Utah Code Ann. § 17B-1-304(4) sets Trustee terms at 4 years. Utah Code Ann. § 17B-1-303(2)(c)(ii) allows Trustees who move from the District or who are no longer registered to vote to serve until a successor is duly appointed and qualified. Trustees are not limited in the number of terms they may serve, however, the appointing city councils are free to adopt policies regarding term limits.

1-5 OATH

1) Utah Code Ann. § 17B-1-303(3) requires Trustees to take the oath of office contained in Article IV, Section 10 of the Utah Constitution before entering upon the duties of office. Failure to take the oath does not invalidate any official act of a Trustee. Article IV, Section 10 of the Utah Constitution states:

    a) All officers made elective or appointive by this Constitution or by the laws made in pursuance thereof, before entering upon the duties of their respective offices, shall take and subscribe the following oath or affirmation: "I do solemnly swear (or affirm) that I will support, obey and defend the Constitution of the United States and the Constitution of this State, and that I will discharge the duties of my office with fidelity."

1-6 CRIME INSURANCE

1) Utah Code Ann. § 17B-1-303(7) requires Trustees to obtain crime insurance in relation to performance of a Trustee's duties, in an amount set by the Board, at District cost. The District intends to satisfy this requirement by maintaining a crime insurance policy that includes members of the Board of Trustees as covered insureds for losses arising from the performance of their official duties, as permitted under the policy terms. As described in P&P Section 1-14(1)(d)(ii), the Finance Committee should periodically review the Trustee crime insurance policy and make appropriate recommendations to the Board.

1-7 CONFLICTS OF INTEREST

1) Utah Code Ann. § 17B-1-311 prohibits a Trustee from serving while employed by the District as a contractor or employee. The Utah Public Officers' and Employees' Ethics Act, Utah Code

Ann., Title 67, Chap. 16, is applicable to District Trustees and employees. Utah Code Ann. § 67-16-16 requires that no sooner than January 1 and no later than January 31 of each year during which the Trustee holds the appointed office, Trustee must prepare a written Conflict of Interest Disclosure statement. An electronic copy of the written disclosure statement will be posted on the District's website. In addition, as a matter of District guideline, Trustees are expected to disclose to the Board any other interests, direct or indirect, in any District transaction or proposed transaction that has, or may have, the substantial likelihood of giving the appearance of impropriety.

1-8 COMPENSATION AND TRAVEL EXPENSES

1) Annual Compensation. To the extent of an unencumbered appropriation for this purpose in the annual budget, and the Board approves the expenditure, Trustees are eligible to receive annual compensation to the maximum allowed by law, payable monthly for each full month of service or major portion thereof. A Trustee may decline to receive annual compensation.

2) Per Diem Compensation and Travel Expenses. To the extent of an unencumbered appropriation for this purpose in the annual budget, and the Board approves the expenditure, in addition to annual compensation described in P&P Section 1-8(1), Trustees are eligible to receive per diem compensation and travel expenses for attendance at up to 12 meetings or activities per year related to District business. Per diem compensation and travel expenses shall be as established by the Division of Finance for policy boards, advisory boards, counsels or committees within state government. Trustees are eligible to receive per diem compensation and travel expenses for attending Board meetings, committee meetings, city council meetings, legislative sessions, community council meetings, conferences, seminars, dispute resolutions sessions or court hearings, hearings regarding employment or procurement issues, other meetings on behalf of the District, and in performing official duties. The allowed per diem compensation and travel expenses shall be approved by the Board upon recommendation of the Executive Committee, consistent with Division of Finance guidelines, IRS schedules, and/or rates generally prevailing for reimbursement by employers, as described in P&P Section 1-14(1)(a)(iv). A Trustee may decline to receive per diem compensation and travel expenses.

1-9 POWERS

1) Pursuant to Utah Code Ann. § 17B-1-301 all powers of the District are exercised by the Board, either directly or through delegated authority. In addition to other powers provided by law, the Board may:

   a) fix the location of the District's principal place of business and the location of all offices and departments, if any;

   b) fix the times of meetings of the Board;

   c) select and use an official District seal;

d) employ employees and agents, or delegate to District officers the power to employ employees and agents for the operation of the District and its properties, and prescribe or delegate to District officers the power to prescribe the duties, compensation, and terms and conditions of employment of those employees and agents;

e) require District officers and employees charged with the handling of District funds to obtain crime insurance in an amount set by the Board;

f) contract for or employ professionals to perform work or services for the District that cannot satisfactorily be performed by the officers or employees of the District;

g) through counsel, prosecute on behalf of the District or defend the District in all court actions or other proceedings in which the District is a party or is otherwise involved;

h) adopt bylaws for the orderly functioning of the Board;

i) adopt and enforce rules and regulations for the orderly operation of the District and for carrying out the purposes for which the District was created;

j) prescribe a system of civil service for District employees;

k) on behalf of the District, enter into contracts that the Board considers to be for the benefit of the District;

l) acquire, construct or cause to be constructed, operate, occupy, control, and use buildings, works, or other facilities for carrying out the purposes of the District;

m) on behalf of the District, acquire, use, hold, manage, occupy and possess property necessary to carry out the purposes of the District, dispose of property when the Board considers it appropriate, and institute and maintain in the name of the District any action or proceeding to enforce, maintain, protect, or preserve rights or privileges associated with District property;

n) delegate to a District officer the exercise of a District duty; and

o) exercise all powers and perform all functions in the operation of the District and its properties as are ordinarily exercised by the governing body of a political subdivision of the state and as are necessary to accomplish the purposes of the District.

1-10 QUORUM

1) Except as otherwise expressly required by applicable statute, District regulation, or District policy, 4 Trustees shall constitute a quorum. To be counted as part of a quorum, trustees

attending electronically must be identified as present and have the means to hear and be heard. Any action of the Board shall require the affirmative vote of at least 4 Trustees. As described in P&P Section 1-11(8), and Utah Code Ann. § 52-4-204(1)(a), a motion to move into closed meeting requires a 2/3 vote (4 of 4, 4 of 5, 4 of 6, 5 of 7) during an open meeting for which 24-hour notice was given.

1-11 MEETINGS

1) Open and Public Meetings Act. All Board meetings, including workshops, retreats and executive sessions, must comply with the Open Meetings Act, Utah Code Ann., Title 52, Chap. 4. This section is to be interpreted in a manner consistent with the Open Meetings Act.

2) Definitions. The definitions contained in the Open Meetings Act are applicable to this section.

3) Annual Meeting Schedule. At or near the beginning of the calendar year, the Board will establish a regular meeting schedule, including date, time and place. The schedule may be modified with appropriate notice.

4) Notice. Except in emergencies, the District will give not less than 24-hour notice to the Trustees and the public of any Board meeting, including agenda, date, time and place. Meetings to discuss certain matters require more than 24-hour notice. Examples include the following:

   a) As described in P&P Section 2-630, and Utah Code Ann. § 17B-1-630, a meeting called to consider a resolution to increase appropriations for operating or capital budget funds requires at least 5-day notice to all Trustees. This notice requirement may be waived in writing or orally at the meeting by any Trustee.

   b) As described in P&P Section 2-629, and Utah Code Ann. §§ 17B-1-629 and 17B-1-609(1)(b), a public hearing to consider the budget requires posting of notice at least 7 days before the hearing.

   c) Utah Code Ann.§ 59-2-919 requires a very particular form of notice, if the District intends to levy a tax rate in excess of the certified rate.

   d) As described in Utah Code Ann. § 11-14a-1, any new debt resolution must be adopted only after a very particular form of notice is given before adoption of the new debt resolution.

   e) A public hearing to consider annexation may, under some circumstances, require particular notice described in Utah Code Ann. § 17B-1-410.

   f) A public hearing to consider withdrawal of property from the District may, under some circumstances, require particular notice described in Utah Code Ann. § 17B-1-509.

5) Methods of Providing Meeting Notice. Notice of meetings, including agenda, date, time and place, will be available to the public at the District offices, will be posted on the Utah Public Notice Website, and will be posted to the District's web page. Reasonable efforts will also be made to provide notice to the member cities in a manner requested by the member cities.

6) Emergency Meetings. Meetings to consider matters of an emergency or urgent nature include meetings held for the purposes of addressing circumstances that may pose an imminent and substantial risk of material pecuniary or physical loss or inconvenience to the District, its employees, its member cities, or the public. When because of unforeseen circumstances it is necessary to consider matters of an emergency or urgent nature, Board meetings may be held only if:

   a) the best practicable notice of the time and place of the meeting and the topics to be considered has been given;

   b) an attempt has been made to notify all Trustees; and

   c) a majority of the Trustees approves holding the meeting.

7) Agenda. District staff, under the direction of the Chair, will prepare an agenda for Board meetings. Any item timely requested by any Trustee will be placed on the agenda. Except in an emergency meeting, the Board may not take final action on a topic unless that topic is listed under an agenda item and included with the advance public notice required by this section. At the discretion of the presiding member of the Board, a topic raised by the public may be discussed during an open meeting, even if the topic raised by the public was not included in the agenda or advance public notice for the meeting.

8) Closed Meetings. Closure of a meeting requires at least a 2/3 vote of Trustees present at an open meeting where a quorum is present, and for which the required notice has been given (4 of 4, 4 of 5, 4 of 6, 5 of 7). In addition, P&P Section 1-10 requires a minimum affirmative vote of 4 Trustees for any matter. The reason or reasons for holding a closed meeting, the location of the closed meeting, and the vote cast regarding closure by each Trustee, shall be entered in the minutes and record of the open meeting at which the closed meeting was approved. No ordinance, resolution, rule, regulation, contract, or appointment shall be approved in a closed meeting. This does not prohibit other actions to be taken by the Board. Meetings may be closed only for the following reasons:

   a) discussion of the character, professional competence, or physical or mental health of an individual;

   b) strategy sessions to discuss collective bargaining;

   c) strategy sessions to discuss pending or reasonably imminent litigation;

d) strategy sessions to discuss the purchase, exchange, or lease of real property, including water right(s) or water share(s), when public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the District from completing the transaction on the best possible terms;

e) strategy sessions to discuss the sale of real property, including water right(s) or water share(s), if: (A) public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the District from completing the transaction on the best possible terms; (B) the District had previously given public notice that the property would be offered for sale; and (C) the terms of the sale are publicly disclosed before the District approves the sale;

f) discussion regarding deployment of security personnel, devices, or systems; or

g) investigative proceedings regarding allegations of criminal misconduct.

h) deliberations, not including any information gathering activities, in the capacity of:

(i) an evaluation committee during the process of evaluating responses to a solicitation;

(ii) a protest officer during the process of making a decision on a procurement protest; or

(iii) a procurement appeals panel during the process of deciding a procurement appeal;

i) the purpose of considering information that is designated as a trade secret if the public body's consideration of the information is necessary in order to properly conduct a procurement;

j) the purpose of discussing information provided to the Board during the procurement process if, at the time of the meeting:

(i) the information may not be disclosed to a member of the public or to a participant in the procurement process; and

(ii) the Board needs to review or discuss the information in order to properly fulfill its role and responsibilities in the procurement process; and

k) Any other purpose provided by statute.

9) Meeting Minutes and Recordings. Excepting only where a meeting is closed solely to discuss the character, professional competence, or physical or mental health of an individual, or to discuss the deployment of security personnel, devices, or systems, written minutes and a recording shall be kept of all meetings. When a meeting is closed to solely discuss the character, professional competence, or physical or mental health of an individual, or to discuss the deployment of security personnel, devices, or systems, the person presiding over the

meeting shall complete a sworn statement in the form attached at the end of this Chapter. A recording of an open meeting shall be a complete and unedited record of all open portions of the meeting from the commencement of the meeting through adjournment of the meeting, and shall be properly labeled or identified with the date, time and place of the meeting. Written minutes or recording of an open meeting must be converted for and maintained in long-term storage. Such minutes and recordings shall include:

a) the date, time and place of the meeting;

b) the names of Trustees present and absent;

c) the substance of all matters proposed, discussed, or decided by the Board, which may include a summary of comments made by Trustees;

d) a record, by individual Trustee, of votes taken;

e) the names of each person who is not a member of the Board, and after being recognized by the presiding member of the Board, that provided testimony to the Board and the substance in brief of their testimony or comments; and

f) all other information that is a record of the proceedings of the meeting that any Trustee requests be entered in the minutes or recording.

10) Government Records Access and Management Act. Pending minutes, approved minutes, and recordings of open meetings, shall be made available to the public and posted online as described in Utah Code Ann. § 52-4-203.

11) Recording of Open Meetings by Others. All or any part of an open meeting may be recorded by any person in attendance so long as the recording does not interfere with the conduct of the meeting.

12) Electronic Meetings. The District may hold electronic meetings in compliance with Utah Code Ann. § 52-4-207. In addition to the requirements above for other meetings, the notice will include a description of how Trustees will be connected, will to the extent otherwise required establish one or more anchor locations for the public meeting, at least one of which is the District's large conference room, and state if public comment will be accepted during the meeting. Upon written request received at least 12 hours before the electronic meeting, space and facilities shall be provided at the anchor location so that interested persons and the public may attend, monitor and participate in the open portions of the meeting. Any Trustee who is connected electronically and can be heard will be included in calculating a quorum.

13) Conduct of the Meeting. Except as otherwise provided by the P&P or applicable law, or as directed by the Chair, meetings will be conducted pursuant to Robert's Rules of Order. Board meetings will be conducted by the Chair if present, by the Vice-Chair in the Chair's absence,

by the Secretary in the absence of the Chair and Vice-Chair, or by a Trustee elected by the Board in the absence of the Chair, Vice-Chair and Secretary. The Trustee conducting the meeting may make or second motions and may vote on any matters upon which a vote is called for. The Trustee conducting the meeting may establish parameters for the conduct for public hearings designed to maintain order and decorum and fairly apportion available time. Absent consent of the Chair in advance, public comments should be limited to 3 minutes.

14) The Trustee presiding over the meeting may, without motion or vote, expel a person who willfully disrupts a meeting to the extent that orderly conduct is seriously compromised. Any Trustee may move the expulsion of a person under such circumstances.

1-12 BOARD OFFICERS

1) Utah Code Ann. § 17B-1-309 states that the Board shall elect a Chair, and may elect other officers as the Board considers appropriate. The Board will select from among its members a Chair, a Vice-Chair and a Secretary. Each Board officer serves at the pleasure of the Board for a term of one (1) year from July 1 to June 30 the following year, unless earlier removed or replaced by the Board. Each Board officer shall serve until replaced.

1-13 GENERAL MANAGER AND GENERAL COUNSEL

1) The Board will appoint a General Manager ("GM"), and General Counsel who are not Trustees. The GM and General Counsel serve at the pleasure of the Board.

1-14 COMMITTEES OF THE BOARD

1) Standing committees of the Board shall include the Executive Committee, the Management Advisory Committee, the Engineering Committee, the Finance Committee and the Environmental Committee. The Executive Committee consists of the Chair, Vice-Chair and Secretary. Members of other standing committees shall be appointed by the Board. The Board may appoint additional ad hoc committees. Except as otherwise determined by the Board, the authority of standing and ad hoc committees shall be limited to recommending action to the Board. The descriptions of general guidelines for the roles of standing committees below are not intended to limit the right of any Trustee to bring any discussion or action item before the Board.

    a) The Executive Committee will:

        i) Recommend action to the Board regarding the hiring, firing and compensation of the GM and General Counsel;

        ii) Recommend action to the Board regarding the written appointment of a proxy, and the written instructions and authority to be given to such proxy, for the voting of the

District's shares of Provo River Water Users Association ("PRWUA") stock, in a manner consistent with the PRWUA Articles of Incorporation and Bylaws;

iii) Recommend action to the Board regarding the written appointment of a proxy for the voting of any other shares of stock held by the District;

iv) Recommend action to the Board regarding per diem Trustee compensation and Trustee travel expenses as described in P&P Section 1-8(2);

v) Pursuant to Utah Code Ann. Title 63A, Chap. 15, serve as the ethics review commission for the District and recommend any action to the Board regarding ethics complaints;

vi) Recommend action to the Board regarding governmental lobbying and public relations activities; and

vii) Serve as the independent personnel board, or designate persons to serve as the independent personnel board, when complaints and grievances are filed pursuant to the Utah Protection of Public Employees Act, Utah Code Ann., Title 67, Chap. 21.

b) The Management Advisory Committee will:

i) Periodically review the P&P other than Chapters regarding Fiscal and Budget, Investment, Debt, and regulations for non-District use of rights-of-way and recommend action to the Board;

ii) Recommend action to the Board regarding organizational structure, staffing governance, staffing levels, and compensation of District employees other than the GM and General Counsel;

iii) Recommend action to the Board regarding medical, dental, and other HR-related insurances;

iv) Periodically review the Employee Manual and Safety Manual, and recommend action to staff; and

v) Hear grievances of employees in a manner described by the P&P Section 8-28.

c) The Engineering Committee will:

i) Recommend action to the Board regarding the purchase, design, construction, repair, replacement, or improvement of physical facilities;

ii) Recommend action to the Board regarding contracts and expenditures relating to the purchase, design, construction, repair, replacement, or improvement of physical facilities;

iii) Recommend action to the Board regarding regulations for non-District use of rights-of-way; and

iv) Hear appeals of affected property owners regarding non-District use of rights-of-way.

d) The Finance Committee will:

i) Annually, and prior to the adoption of a tentative budget, recommend to the Board reserve fund balances, and recommend the disposition of reserve fund balances in excess of District goals, as described in P&P Section 2-612(7);

ii) Recommend action to the Board regarding risk management and related insurance, financial, accounting, budgetary and auditing matters;

iii) Periodically review the District's outstanding bonds, bond commitments and projected bonding requirements, and recommend action to the Board consistent with P&P Chapter 4;

iv) Periodically review the P&P Chapters regarding Fiscal and Budget, Investment, and Debt, and recommend action to the Board;

v) Review all District expenditures at least quarterly to see that such expenditures appear to have been properly budgeted, that applicable procurement regulations appear to have been followed, and that the expenditures appear to have been properly approved. This is intended to meet the requirement of Utah Code Ann. § 17B-1-642(3) that "board of trustees shall, at least quarterly, review all expenditures authorized by the financial officer";

vi) Recommend the selection of an auditor as described in P&P Section 2-640, bond counsel, financial advisor, and bond underwriter;

vii) Periodically review the District's investments and the Treasurer's periodic report regarding District investments described in P&P Sections 2-633 and 3-3, and recommend action to the Board;

viii) Declare property surplus as described in P&P Section 6-3; and

ix) Periodically review the District's internal control procedures.

e) The Environmental Committee will:

i) Recommend action to the Board regarding the sustainable development and wise use of water, energy and other resources after consideration of the relevant goals and activities of the member cities, associated districts and the state;

ii) Recommend action to the Board regarding water quality measures;

iii) Recommend action to the Board regarding watershed planning and protection programs;

iv) Recommend action to the Board regarding regulatory compliance;

v) Recommend action to the Board regarding environmental compliance; and

vi) Recommend action to the Board regarding the lease of surplus water.

(Form of Sworn Statement)

AFFIDAVIT

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

_____, of the Board of Trustees of the Metropolitan Water District of Salt Lake & Sandy, upon oath, deposes and says that:

1) I presided at the Board meeting of the Metropolitan Water District of Salt Lake & Sandy held on _____ at its office at 3430 East Danish Road, Cottonwood Heights, Utah.

2) I hereby affirm that the sole purpose of the closed portion of the foregoing meeting was to discuss:

☐ the character, professional competence, or physical or mental health of an individual;
or

☐ the deployment of security personnel, devices, or systems.

DATED this ___ day of _____, 20__.

_____
Trustee

SUBSCRIBED AND SWORN to before me this ___ day of _____, 20__ by ____

_____

(*seal*)

_____

Notary Name Signature

CHAPTER 2
FISCAL AND BUDGET

Last Updated: August 17, 2026

PREFACE

This Chapter of the P&P is intended to be consistent with the MWD Act, the Fiscal Procedures for Special Districts, Utah Code Ann. Title 17B, Chapter 1, Part 6 (the "Fiscal Procedures"), applicable portions of Utah Property Tax Act, Utah Code Ann. Title 59, Chapter 2 (the "Property Tax Act") and applicable portions of Utah Code Ann. Title 17B, Chapter 1, Part 7, which governs the manner in which budgets and audit reports for Special Districts are submitted to interested governmental entities for review. For ease of reference, the Sections of this Chapter of the P&P are numbered the same as the related Fiscal Procedures Sections. Since many of the Sections of the Fiscal Procedures do not apply to the District, or do not require a corresponding policy Section, the Section numbers of these policies and procedures are not always contiguous.

This Chapter of the P&P describes how the District's books and records will be kept and the procedures used by the Board to approve budgets. Once funds have been properly appropriated, the District's Procurement Regulations describe the manner in which a source for goods and/or services is to be selected and any required contract terms. Once the source has been properly selected this Chapter of the P&P describes the controls applicable to contract approval and disbursement of District monies.

2-601 DEFINITIONS

Terms used in this Chapter of the P&P shall be interpreted in a manner consistent with the definitions found in Utah Code Ann. § 17B-1-601.

1) "JVWCD" means Jordan Valley Water Conservancy District

2) "JVWTP" means the Jordan Valley Water Treatment Plant

3) "O&M" means Operations and Maintenance

4) "Budget officer" means the person appointed by the Board of Trustees to prepare the budget for the District. The board appoints the GM as the budget officer.

2-602 FISCAL YEAR

1) The District's fiscal year is July 1 to the following June 30.

2-603 UNIFORM ACCOUNTING SYSTEM

1) All District accounting records, and all financial statements prepared from those records, shall conform to generally accepted accounting principles promulgated from time to time by authoritative bodies in the United States.

2-604 FUNDS AND ACCOUNT GROUPS MAINTAINED

1) The District financial records shall be kept under an enterprise fund structure. The District shall maintain appropriate account groups consistent with the Uniform Accounting Manual for Special Districts.

2-612 RESERVE COMMITMENTS AND GOALS

1) Reserve Balances. Certain reserve balances are required by agreement and/or the District's Master Bond Resolution (District Resolution Number 1739) adopted April 29, 2002 (the "Master Bond Resolution"). Other reserve balances are subject to change at the discretion of the Board. To the extent the District has discretion, the Finance Committee shall, consistent with Utah Code Ann. §§ 17B-1-612 and 613, make recommendations to the Board regarding the application and/or disposition of reserve balances in excess of the goals described here.

2) Operations & Maintenance Reserve. Section 5.05 of the Master Bond Resolution requires the District to maintain a minimum balance in the Operations and Maintenance Reserve Fund of 3 months of operation and maintenance costs based upon the current annual budget. The target balance shall be set by the Board as a part of the annual budget process and shall be stated along with the current Operations & Maintenance Reserve balance in the periodic financial reporting of the District.

3) Capital Projects Reserve. Section 5.09 of the Master Bond Resolution requires that the amount of $650,000 be maintained in the Renewal and Replacement Reserve Fund to meet extraordinary operations and maintenance costs as well as unusual loss or damage. This amount may be altered by future supplemental resolutions. In addition to these funds, money will be held for additional construction costs not defined in the Renewal and Replacement Reserve Fund relating to capital cost overruns, additional costs related to project timings, unbudgeted capital projects, and other contingencies. The Capital Projects Reserve, which shall include the Renewal and Replacement Reserve Fund and all other capital project reserves, shall be directly proportionate to the annual construction costs to be undertaken in the following 3 to 5 years. The goal of the District shall be to maintain a minimum balance of 15% to 25% of the total of the following 5 years' annual capital expenses, not to exceed $10,000,000, at any given time. It is not intended that the Capital Projects Reserves duplicate any contingencies or reserves which are a part of any financing.

4) Insurance/Contingency Reserves. The Insurance/Contingency Reserve is intended to cover expenditures required to pay insurance deductibles and self-insured retentions, offset delays in insurance payments, protect against losses in excess of insurance limits, protect against

exclusions in insurance coverage, and protect against denials of insurance coverage, all resulting from any unforeseen losses, claims or legal actions. The goal of the District is to maintain an unrestricted Insurance/Contingency Reserve balance at a level that will provide funds to protect the District against such unforeseen costs not covered by any other reserves. The District's goal is to accumulate funds in the Insured/Contingency Reserve up to $2,000,000. This goal shall be reviewed annually. The Insured/Contingency Reserve should not include deductibles and self-insured retentions which are expected to be paid during the budget year, special liability reserves set by the Board to address particular events, capital trust account funds, bond funds, or general trust accounts.

5) Reserves Named by Agreement. The District has entered, and may in the future, enter into agreements that require the District to maintain agreement-specific reserves. Examples include:

   a) Jordan Aqueduct Repayment Contract. Article 10 of the "Contract Among the United States, Central Utah Water Conservancy District and Metropolitan Water District of Salt Lake City Providing for Partial Repayment of the Jordan Aqueduct of the Bonneville Unit," dated May 16, 1986, as amended by the "Contract Among the United States, Central Utah Water Conservancy District and Metropolitan Water District of Salt Lake City Providing for Partial Repayment of the Jordan Aqueduct of the Bonneville Unit," dated October 28, 1993 (the "Jordan Aqueduct Repayment Contract") requires the District to maintain an operating reserve of $20,000 in an interest bearing federally insured account. The District is required to replenish the reserve in the amount of $4,000 annually to the extent necessary to bring the reserve back up to $20,000. This amount can be altered by written agreement between the District and the United States Secretary of the Interior.

   b) JVWTP O&M Agreement. Article 17 of the "Operation and Maintenance Agreement for the Jordan Valley Water Treatment Plant and Terminal Reservoir" among Central Utah Water Conservancy District, Jordan Valley Water Conservancy District and this District, dated April, 1993, requires the District to maintain a reserve account of $20,000.

   c) 150th South Pipeline Agreement. Article VI.2.(a) of the 150th South Pipeline Agreement between the District and JVWCD requires each party to contribute $6,000.00 annually to a federally insured, interest bearing account as a reserve for Extraordinary Operation, Maintenance, Repair and Replacement Costs as defined by that agreement until $30,000.00 is accumulated in the account. As funds are withdrawn from that account annual deposits of $6,000.00 must resume until the account balance is again $30,000.00.

6) Annual Review. The Finance Committee shall annually, and prior to the adoption of a tentative budget, review the District's reserves and recommend action to the Board as described in P&P Section 1-14(1)(d)(i).

7) Authorization of Expenditures from Reserves. As a part of the adoption of an annual budget the Board should define the circumstances, if any, under which expenditures may be made

from each District reserve without further Board authorization. Absent different authorization from the Board as a part of the adoption of the annual budget or otherwise, the GM is authorized to access reserve funds for their intended purpose as described above under exigent circumstances if:

a) such expenditure or commitment is reasonable and necessary to meet any applicable contract obligation, bond commitment, or statutory mandate, or to protect the District, its employees, or its member cities from material harm or disruption; and

b) a Board meeting cannot practicably be called prior to such expenditure or commitment; and

c) the GM has made reasonable efforts to consult with the Chair and receives the concurrence of the Chair before making such expenditure or commitment. If the Chair cannot be reached, the GM shall consult with and receive the concurrence of the Vice Chair. If the Vice Chair cannot be reached, the GM shall consult with and receive the concurrence of the Secretary.

8) General use of Term "Fund". Some reserve accounts have been named in bond documents and contracts as "funds", and referred to here by those names. The term "fund" is so used in a general and generic way to indicate money has been dedicated to a defined use. This is not intended to suggest segregation or additional separate budgeting or banking requirements described for "funds" other than enterprise funds in the Uniform Fiscal Procedures Part of the Special District Code.

2-613 APPROPRIATIONS NOT TO EXCEED ESTIMATED EXPENDABLE REVENUE – APPROPRIATIONS FOR EXISTING DEFICITS

1) The Board may not make any appropriation in the final budget in excess of estimated expendable revenue for the budget year.

2) In determining the estimated expendable revenue for the budget year, funds accumulated in excess of the limits allowed by Utah Code Ann. § 17B-1-612 shall be included as expendable revenue.

3) In the event of an emergency expenditure pursuant to Section 2-623, there shall be included as an item of appropriation, to the extent of at least 5% of the total expected revenue to cover at least in part an existing emergency deficit which was created consistent with P&P Section 2-623 and Utah Code Ann. § 17B-1-623. There shall be included as an item of appropriation any existing deficit not created in a manner consistent with Utah Code Ann. § 17B-1-623.

2-615 BUDGET IN EFFECT FOR BUDGET YEAR

1) Upon final adoption, the budget shall be in effect for the budget year, subject to later amendment. A certified copy of the final adopted budget shall be filed in the District office and shall be available to the public during regular business hours.

2-616 PROPERTY TAX LEVY – AMOUNT IN BUDGET AS BASIS FOR DETERMINING

1) From the effective date of the budget or of any amendment enacted prior to the date on which property taxes are levied, the amount stated as the amount of estimated revenue from property taxes shall constitute the basis for determining the property tax levy to be set by the Board for the corresponding tax year, subject to the applicable limitations imposed by law.

2-617 FUND EXPENDITURES – BUDGET OFFICER'S DUTIES

1) The GM shall require all District expenditures to conform to the budget.

2) No appropriation may be encumbered and no expenditure may be made against any appropriation unless there is sufficient unencumbered balance in the appropriation, except in cases of emergency as provided by P&P Section 2-623 and Utah Code Ann. § 17B-1-623.

2-618 PURCHASING PROCEDURES

1) All purchases or encumbrances by the District shall be made or incurred in a manner consistent with Chapter 5 of the P&P, and only with the required contract and disbursement approval as described in this P&P Chapter.

2-619 EXPENDITURES OR ENCUMBRANCES IN EXCESS OF APPROPRIATIONS PROHIBITED – PROCESSING CLAIMS

1) The District may not make or incur expenditures or encumbrances in excess of total appropriations in the budget as adopted or subsequently amended.

2) An obligation contracted in excess of total appropriations in the budget is not enforceable against the District.

3) No check or warrant to cover any claim against any appropriation may be drawn until the claim has been processed as required by this Chapter of the P&P.

2-620 TRANSFER BETWEEN ACCOUNTS

1) Except as otherwise directed by the Board or described in the P&P, any transfer from a contingency account, a reserve account, a capital improvement appropriation, or from an appropriation the expenditure for which has been frozen or made conditional upon further Board action, requires Board action at an open meeting.

2) Excepting staff salaries and specific appropriations by the Board, the individual line items within the operations and maintenance account are intended to be best estimates and guidelines for management, not appropriations or restrictions, so long as the total appropriation for the operation and maintenance account is not exceeded.

3) Any appropriation for debt retirement and interest, reduction of deficit, or any other appropriation required by law or covenant may not be reduced below the minimums required.

2-621 REVIEW AND AMENDMENT OF INDIVIDUAL GOVERNMENT FUND BUDGETS, PUBLIC NOTICE REQUIRED

1) Utah Code Ann. § 17B-1-621 says the Board may, at any time during the budget year, review the individual budgets of governmental funds ("governmental funds" are defined by Utah Code Ann. § 17B-1-601(15) as general fund, special revenue fund, debt service fund and capital projects fund) for the purpose of determining if the total of any of them should be increased. If the Board decides that the budget total of one or more of these funds should be increased, it shall follow the procedures established in Utah Code Ann. §§ 17B-1-609, 610 for holding a public hearing. The Little Manual for Local and Special Service Districts (Revised October 2019) says: "The budget of an enterprise fund may be amended by a resolution of the board of trustees at any regular or special meeting called for that purpose without a public hearing. This includes increasing total expenditures of the fund. (*See Utah Code* 17B-1-630)." This seems to be confirmed by Utah Code Ann. § 17B-1-629(1) which says, "(a) As used in this section 'operating and capital budget' means a plan of financial operation for a proprietary or other required special fund [(Utah Code Ann. § 17B-1-601(18) defines "proprietary funds" as enterprise funds and the internal service funds of a special district)], embodying estimates of operating resources and expenses and other outlays for a fiscal year; (b) Except as otherwise expressly provided, the reference to 'budget' or 'budgets' and the procedures and controls relating to them in other sections of this part do not apply or refer to the 'operating and capital budgets' provided for in this section." This District has an "operating and capital budget." The use of the term "fund" in the code has been the source of some confusion. For purposes of review and amendment of budgets, as well as code budgetary procedures, this District has one enterprise fund and one operating and capital budget.

2-623 EMERGENCY EXPENDITURES

1) The Board may, by resolution, amend the budget and authorize an expenditure of money that results in a deficit if:

   a) the Board determines that:

      i) an emergency exists; and

      ii) the expenditure is reasonably necessary to meet the emergency; and

b) the expenditure is used to meet the emergency.

2-624 LAPSE OF APPROPRIATIONS - EXCEPTIONS

1) All unexpended or unencumbered budget appropriations, except capital project fund appropriations, lapse at the end of the budget year to the respective fund balance.

2-627 PROPERTY TAX LEVY

1) The Board at a regularly scheduled meeting or special meeting called for that purpose, shall, by resolution, set the real and personal property tax rate for various District purposes by the date set under Utah Code Ann. § 59-2-912, but the rate may be set at an appropriate later date in accordance with Utah Code Ann. §§ 59-2-919 through 923.

2) Utah Code Ann. § 59-2-912 requires the District, before June 22 each year, to adopt a proposed tax rate, or if the rate is equal to or less than the certified rate, adopt a final tax rate, and to both report the rate and levy and submit the statement required by Section 59-2-913 to the Salt Lake County Auditor.

3) Utah Code Ann. §§ 17B-1-1001 through 1003, 17B-2a-608, and 59-2-919 through 923 govern in situations where the District intends to set a tax rate above the District's certified rate. Those Sections 17B-1-1001 through 1003, 17B-2a-608 require the Trustees to report the proposed tax increase to the legislative bodies of the Member Cities, the District to request that the legislative bodies of the Member Cities hear the report on the proposed tax increase, and the legislative bodies of the Member Cities approve the proposed tax increase. Section 59-2-921 sets for the public meeting and notice requirements for any proposed increase exceeding the District's certified tax rate. Sections 59-2-919.1 through -520 set forth the information regarding any such proposed tax rate increase that must be included in the county auditor's notice sent to property owners on or before June 22 each year, and require the District to submit any resolution adopting a tax rate above the certified rate to the State Tax Commission. Section 59-2-921 introduces certain limited exceptions to the notice and hearing requirements of Section 59-2-919, such as when the State Tax Commission, the county board of equalization, or a court changes the District's adopted tax rate, or when the District raises its tax rate above the certified rate in response to a reduction of its assessment roll. Subject to the exceptions stated in Utah Code Ann § 59-2-924(8), the District may, until the final budget is adopted, expend money based upon the tentative budget or on its prior year's final budget as amended, if the prior year's budget is readopted by resolution at a properly constituted Board meeting.

4) The combined levies for all purposes in any year, excluding the retirement of general obligation bonds, the payment of any interest on the bonds, and any taxes expressly authorized by law to be levied in addition, may not exceed the limit enumerated by the laws governing the District.

2-628 CERTIFICATION OF RESOLUTION SETTING LEVY

1) The District Clerk shall certify the resolution setting the tax levy to the county auditor in accordance with Utah Code Ann. § 59-2-912, or in the case of a tax rate increase exceeding the District's certified rate to the State Tax Commission, in accordance with Utah Code Ann. § 59-2-920.

2-629 OPERATING AND CAPITAL BUDGET

1) On or before the first regularly scheduled meeting of the Board in May, the GM shall consult with the Finance Committee and prepare a tentative operating and capital budget for the ensuing fiscal year. The tentative budget shall include projected receipts, an operations and maintenance account, capital improvement accounts and reserve accounts as described in P&P Section 2-612. The tentative budget shall be filed with the Board, together with specific work programs and any other supporting data required by the Board.

2) The tentative budget shall be reviewed and considered by the Board at any regular meeting or special meeting called for that purpose. Subject to appropriate notice and agenda, the Board may make any changes in the tentative budget considered appropriate.

3) Within 30 days of approval of the tentative budget, and at least 30 days before the Board adopts a final budget, the Board shall provide notice of the budget hearing in compliance with Utah Code § 17B-1-702 and provide the tentative budget to the entities described in that Section. Notice of the time and place of a public hearing to consider the budget shall be published according to Utah Code Ann. § 63G-30-102 at least seven days before the hearing. If the public hearing is held in conjunction with a tax increase, the notice shall be published in accordance with Utah Code Ann. § 59-2-919. If the tentative budget involves a new fee, or an increase in an existing fee, the District shall comply with P&P Section 2-643 and Utah Code Ann. § 17B-1-643, which requires special notice and public hearing at or after 6:00 p.m. if a tax increase or fee increase is part of the budget. As a District goal, the public hearing should be held at or after 6:00 pm to facilitate public comment, whether or not required by statute.

4) At the time and place advertised, or at any time or any place to which the public hearing may be adjourned by the Board, the Board shall hold a public hearing on the tentative budget. All interested persons in attendance shall be given a reasonable opportunity to be heard on any item in the tentative budget.

5) After the conclusion of the public hearing, the Board may continue to review the tentative budget and may insert any new items. The Board may also increase or decrease items of expenditure that were the proper subject of consideration at the public hearing. The tentative budget must be submitted to the member cities as described in Section 2-702 of the P&P.

6) The Board shall adopt a budget before June 22 each year, except as provided in Utah Code Ann. §§ 59-2-919 through 923. These code Sections contain special notice and hearing requirements if the certified rate is to be exceeded.

7) A copy of the budget as finally adopted shall be certified by the GM and shall be available for public inspection during regular District business hours at the District's main offices located at 3430 E Danish Road, Cottonwood Heights. A certified copy of the final budget shall also be filed with the State Auditor within 30 days after adoption.

8) Upon final adoption, the budget shall be in effect for the budget year, subject to later amendment. During the budget year the Board may, in any regular meeting or special meeting called for that purpose, review the operating or capital appropriations for the purpose of determining if the total of any of these appropriations should be increased or decreased.

2-630 INCREASE IN APPROPRIATIONS FOR OPERATING AND CAPITAL BUDGET - NOTICE

1) The total budget appropriation may be increased by a resolution of the Board at any regular meeting or at a special meeting called for that purpose, so long as written notice of the time, place, and purpose of the meeting has been mailed or delivered to all Trustees at least 5 days prior to the meeting. The notice may be waived in writing or orally during attendance at the meeting by any member of the Board.

2-631 CLERK – MEETINGS AND RECORDS

1) The duties of Clerk described in Utah Code Ann. Title 17B, Chapter 1, Part 6 and the P&P shall be performed under the direct supervision and control of the individual appointed by the Board to perform the duties of Clerk. The Clerk or other appointed person shall attend the meetings and keep a record of the proceedings of the Board.

2-632 CLERK – BOOKKEEPING DUTIES

1) The Clerk or other designated person not performing treasurer duties shall maintain the financial records of the District, including a list of the outstanding bonds, their purpose, amount, terms, date and place payable. The Clerk may delegate one or more of the following duties to the Accountant: reconciling receipt records to validated deposit, preparing and sending billings, recording transactions in general ledger, and preparing bank reconciliations. No duties of the Clerk shall be delegated to the Treasurer.

2-633 TREASURER

1) The duties of Treasurer described in Utah Code Ann. Title 17B, Chapter 1, Part 6 and the P&P shall be performed under the GM's direct supervision and control. These duties include being custodian of all money, bonds, or other securities of the District, investing and depositing all monies of the District following the procedures and requirements of the State Money Management Act, Utah Code Ann. Title 51, Chapter 7, and Chapter 3 of the P&P, receiving all funds payable to the District, and keeping accurate, detailed account of the same. The

Treasurer shall provide a report regarding the District's investments periodically to the Finance Committee. No duties of the Treasurer shall be delegated to the Clerk or anyone working under the direct supervision of the Clerk. The Treasurer may delegate one or more of the following duties to the Administrative Assistant: receiving and documenting receipt of checks.

2-634 RECEIPTS FOR PAYMENT

1) The Treasurer shall give or cause to be given to every person paying money to the District, a receipt or other evidence of payment (except when payment is received by check or electronically), specifying, as appropriate, the date of payment and upon which account paid and shall file a duplicate of the receipt. The District does not accept cash for payment.

2-635 ISSUANCE OF CHECKS

1) The Clerk or other designated person not performing treasurer duties shall prepare the necessary checks after having determined that each claim was properly authorized, the claim does not over-expend the applicable appropriation, and the expenditure was approved in advance by the Board. The Treasurer shall sign all checks. The person or persons maintaining the financial records of the District may not sign any single signature check. Before affixing a signature, the Treasurer shall determine that a sufficient amount is on deposit in the appropriate bank account of the District to honor the check.

2-637 DEPOSIT OF FUNDS

1) The Treasurer shall promptly deposit all District funds in the appropriate bank accounts of the District in a manner consistent with Utah Code Ann. § 51-4-2. Utah Code Ann. § 51-4-2(a) requires public funds received by political subdivisions of the state to be deposited "daily, if practicable, but not later than once every three banking days." It is unlawful for any person to commingle District funds with the person's own money. If it appears that the Treasurer or any other District officer or employee is making a profit out of public money, or is willfully using the same for any purpose not authorized by law, the Treasurer, officer or employee shall be suspended. Additional disciplinary action shall be taken consistent with any standards established by the District.

2-638 FINANCIAL REPORTS

1) The Clerk or other delegated person not performing treasurer duties shall prepare and present to the Board detailed financial reports, at least quarterly, in a form approved by the Board, showing the financial position and operations of the District for that quarter and year-to-date status. As a guideline the Clerk shall prepare and present to the Board detailed financial reports monthly whenever practicable. The Clerk shall prepare and present to the Board available financial and statistical information in any format reasonably requested by any Trustee.

2-639 ANNUAL FINANCIAL REPORTS

1) Within 180 days after the close of each fiscal year, the District shall prepare an annual financial report in conformity with generally accepted accounting principles as prescribed in the Uniform Accounting Manual for Special Districts. This requirement may be satisfied by presentation of the audit report furnished by the independent auditor. Copies of the annual financial report and the audit report furnished by the independent auditor shall be filed with the State Auditor, shall be submitted to member cities as described in Section 2-703 of the P&P, and shall be filed as a public document in the District's offices.

2-640 INDEPENDENT AUDIT

1) An independent annual audit shall be performed in conformity with Utah Code Ann. Title 51, Chapter 2a. The Finance Committee shall recommend actions to the Board regarding the hiring of an independent auditor, as described in P&P Section 1-14(1)(d)(vi). A request for proposal process will be used for the procurement of an independent auditor. At the end of the contract, the current auditor may be considered in the following request for proposal process. The term of the contract shall not exceed five (5) consecutive years. Accounting consulting services shall not be provided by the independent auditor.

2-641 DISTRICT MAY EXPAND UNIFORM PROCEDURES – LIMITATIONS

1) Utah Code Ann. § 17B-1-641 allows Special Districts to expand the uniform accounting, budgeting and reporting procedures prescribed in the Uniform Accounting Manual for Special Districts prepared by the state auditor under Subsection 67-3-1(13) to better serve the needs of the District. However, Special Districts may not deviate from or alter the basic prescribed classification systems for the identity of funds and accounts described in the Uniform Accounting Manual for Special Districts.

2-642 APPROVAL OF CONTRACTS AND EXPENDITURES

1) The approval of expenditures required under this Section of the P&P is in addition to requirements for proper budget appropriations, P&P Section 2-619 and 2-620, compliance with Procurement Regulations regarding the selection of providers of goods and services, Chapter 5 of the P&P, and requirements of P&P Section 2-635 regarding available unencumbered balances and monies on deposit before checks may be issued. The Board shall approve all District expenditures except as otherwise provided in this P&P Section or the resolution approving the budget.

2) Any authorized approval of a specific District contract includes approval of the expenditures that are properly payable by the District as described under that contract.

3) Except as otherwise instructed by the Board, the GM may approve:

    a) payroll checks if consistent with a pay structure approved by the Board;

b) contracts and expenditures relating to routine and non-routine operation and maintenance items not exceeding $75,000;

c) budgeted capital items not exceeding $75,000;

d) utility bills, payroll-related expenses, purchase of chemicals, purchase of software and renewals, health insurance premiums, risk insurance premiums, retirement contributions;

e) the issuance of District credit cards to be used by District employees for travel expenses and other routine expenditures; and

f) with the concurrence of the Chair before making such expenditure, budgeted O&M and capital items exceeding $75,000 if the delay in procurement would impact the District's ability to receive good value and a reasonable price.

4) A list of all expenditures shall be provided to the Finance Committee at least quarterly for its review, as described in P&P Section 1-14(1)(d)(v).

2-643 IMPOSING OR INCREASING A FEE FOR SERVICE

1) Before imposing a new fee or increasing an existing fee for a service provided by the District, the Board shall first hold a public hearing at or after 6:00 p.m. at which any interested person may speak for or against the new fee or increased fee.

2) The notice of the public hearing shall comply with the requirements of the Open Meetings Act and Utah Code Ann. § 17B-1-643.

3) The date for the hearing shall not be less than 7 days after the first notice is published.

4) After holding a public hearing as described, the Board may impose the new or increased fee as described, adjust the amount of the new or increased fee and impose it as adjusted, or decline to impose the new or increased fee.

2-702 DISTRICT TO SUBMIT BUDGET

1) Within 30 days after the tentative budget is adopted and not less than 30 days before the Board adopts a final budget, the GM shall send a copy of the tentative budget and notice of the time and place for the public hearing to each constituent entity (defined by Utah Code Ann. § 17B-1-701(4) as any county, city or town that levies property taxes within the boundaries of the District) that has in writing requested a copy and each customer agency (defined by Utah Code Ann. § 17B-1-701(5) as governmental entities except school districts, institutions of higher education and federal government agencies that purchase or obtain services from the District) that has in writing requested a copy.

2) The tentative budget sent to such entities that request a copy in writing shall include a signature sheet for the designee of the entity to sign indicating that entity received the budget and has no objection to it. If such signature sheet is not returned to the District within 15 calendar days after the tentative budget is mailed, the GM shall send a written notice of the public hearing to each such entity that did not return the signature sheet and invite them to attend.

3) If requested to by any constituent entity or customer agency, the District shall schedule a meeting to discuss the budget with the constituent entity or customer agency.

2-703 DISTRICT TO SUBMIT AUDIT REPORT

1) Within 30 days after it is presented to the Board, the GM shall send a copy of any audit report to each constituent entity (defined by Utah Code Ann. § 17B-1-701(4) as any county, city or town that levies property taxes within the boundaries of the district) that has in writing requested a copy and each customer agency (defined by Utah Code Ann. § 17B-1-701(5) as governmental agencies, except school districts, institutions of higher education and federal government agencies, that purchase or obtain service from the District) that has in writing requested a copy.

2) Any constituent entity or customer agency that receives a copy of the audit report may schedule a meeting with the District to discuss the audit report and plans to implement suggestions made by the auditor.

2-704 COMMUNITY REINVESTMENT AGENCY AND SIMILAR ACTIVITY

1) The District may participate in Community Reinvestment Agency projects, and similar development and/or renewal projects, as governed by Title 17C, Utah Code Ann. In the event a proposed project has an impact upon the tax revenues of the District and allows for the discretionary participation of the District, the District will not participate in such project.

CHAPTER 3
INVESTMENT

Last Updated: June 15, 2026

PREFACE

This Chapter of the P&P is intended to be consistent with applicable sections of the State Money Management Act, Utah Code Ann. Title 51, Chap. 7 ("MMA"), and applicable Rules of the Money Management Council, Utah Admin. Code R628 ("MMC Rules"). The MMA and MMC Rules are intended to protect public investments by addressing safety of principal, diversification, liquidity and accountability. The Board may set policies and procedures that provide greater protections of District investments, but not lesser protection. Any inconsistencies between this Chapter and the MMA or the MMC Rules should be resolved accordingly.

3-1 INTENT

1) This Chapter is intended to assist the District in lawfully depositing and investing appropriate, available District funds to obtain reasonable security, appropriate liquidity, and reasonable yields.

3-2 CUSTODY OF SECURITIES

1) The Treasurer shall have custody of all securities purchased and held by the District or deposited with a qualified depository, bank, or trust company. All securities transactions, including collateral for repurchase agreements entered into by the District, shall be conducted on a delivery-versus-payment basis to either the Treasurer or to a qualifying safekeeping bank or trust company. The direct holding of title of book-entry-only securities by either the Treasurer or a qualifying custodial bank or trust company, for the benefit of the District, must be represented by a receipt, confirmation, or statement issued by the custodian of the book-entry-system. The Treasurer shall maintain appropriate documentation of all deposits, withdrawals and investments.

3-3 AUTHORIZED INVESTMENTS FOR DISTRICT FUNDS

1) All investment transactions of the District shall be made in conformance with the MMA, MMC Rules and any directives or guidelines approved by the Board upon recommendation of the Finance Committee. All purchases and sales of securities are to be settled within 15 days of the trade date. The Treasurer may invest or deposit District funds only in the securities or financial instruments in conformance with the MMA, MMC Rules and any directives or guidelines of the approved by the Board upon recommendation of the Finance Committee. The Treasurer shall prepare and submit reports as required by the MMA and MMC Rules and timely provide copies to the Finance Committee. The Treasurer shall prepare and submit any additional reports requested by the Finance Committee or Board. The Finance Committee shall review the District's investments and deposits at least semi-annually.

3-4 INVESTMENT ADVISOR(S)

1) Investment advisor agreements shall comply with the MMA and MMC Rules. Agreements require Board approval, which may include consideration of a recommendation from the Finance Committee. The performance of investment advisors shall be reviewed by the Finance Committee at least annually.

3-5 MAINTENANCE OF A FIDELITY BOND

1) The District is required to maintain a minimum Treasurer's fidelity bond in compliance with the MMA and MMC Rules. The Finance Committee shall review the bond at least annually and may recommend additional bond coverage to the Board.

3-6 INVESTMENT OBJECTIVES

1) The Treasurer shall consider and meet the following objectives when depositing or investing District funds:

    a) Safety of Principal - Investments shall be made in a manner which first seeks to ensure the preservation of principal. Each investment transaction shall be entered into after taking into consideration the quality of the issuer, the underlying security or collateral, and diversification of the portfolio. Market risk shall be reduced by limiting the average maturity of the portfolio, the maximum maturity of any one security, and by performing cash flow analysis to avoid the need to sell securities prior to maturity.

    b) Liquidity - In an effort to ensure that the District's portfolio will be sufficiently liquid to meet current and anticipated operating requirements, a cash flow analysis will be performed on an ongoing basis. Investments shall be made so that the maturity dates are compatible with cash flow needs and safety of principal.

    c) Yield on Investment - Investments shall be undertaken to produce an acceptable rate of return after first considering safety of principal and liquidity.

CHAPTER 4
DEBT

Last Updated: June 15, 2026

PREFACE

This P&P Chapter is intended to be consistent with the Utah Local Government Bonding Act, Utah Code Ann. Title 11, Chap. 14 ("Bond Act").

4-1 INTENT

1) This P&P Chapter is intended to guide and enhance the quality of the District's debt management process, and identify the long-term financial planning objectives of the District. This P&P Chapter covers the issuance of both long-term and short-term debt, as well as limited tax general obligation and revenue bonds, for the financing of the capital needs of the District.

4-2 AUTHORIZATION TO ISSUE BONDS

1) Pursuant to Utah Code Ann. §§ 17B-1-103(2)(e),(f), 17B-2a-603(7), Utah Code Ann. Title 17B, Chapter 1, Part 11, the District is authorized to issue both long-term and short-term debt as well as limited tax general obligation and revenue bonds for any lawful District purpose under the provisions of the Bond Act.

4-3 CREDIT RATING OBJECTIVES

1) As the District issues debt, its objective will be to maintain or improve its ratings. The District may employ any of the credit enhancements described in P&P Section 4-4 to maintain or improve the District's credit ratings.

4-4 CREDIT OBJECTIVES AND ENHANCEMENTS

1) Bond insurance may be used when it provides sufficient economic benefit. In the case of direct pay letters of credit ("LOCs"), the Bond Trustee can draw upon the LOC to make debt service payments. If a LOC is to be used, the Treasurer shall prepare and distribute to qualified banks a request for qualification, which includes the terms and conditions that are acceptable to the District.

4-5 LIMITATIONS OF INDEBTEDNESS

1) The District goal is to maintain revenues and expenditures such that total revenues for each fiscal year minus total expenditures for each fiscal year equals 125% of debt service for each fiscal year. The District objective is to issue all debt instruments in the most cost effective manner reasonably possible. Any legal and reasonable method may be used to obtain the best reasonably possible interest rates and repayment terms commensurate with these objectives.

The Finance Committee will evaluate the appropriate method of financing each project and recommend action to the Board as described in P&P Section 1-14(1)(d)(iii).

4-6 OVERVIEW OF BOND ISSUES

1) Revenue from District facilities should exceed debt service payments. To the extent that specific revenues are generated from particular project facilities, such revenues should exceed the debt service payments on those particular facilities. The District's total outstanding debt should not exceed 100% of the fair market value of District facilities. The District will incur debt in excess of these objectives only as approved by resolution of the Board in an emergency. Debt service payments will be managed to ensure they remain equal throughout the life of the bonds in order to simplify budgeting and avoid fluctuations in revenues or fund balances. The projects financed through long-term debt must have an estimated useful life equal to or in excess of the final maturity of the bonds used to finance those projects. Long-term debt may only be issued to pay for capital projects. All applicable and available sources of revenue that can be used and/or pledged to pay debt service on any debt instrument shall be periodically reviewed to ensure predictable and affordable changes to such revenues in order to maintain adequate coverage of the total debt service payments. The Board may make exceptions to this strategy for projects that are mandated by judicial or regulatory bodies or in an emergency. All indebtedness of one year or less must be approved through a plan of financing that specifies the terms and conditions under which the debt will be issued.

4-7 VARIABLE RATE DEBT AND DERIVATIVE PRODUCTS

1) It may become appropriate to issue variable rate debt to provide interest cost savings. It may also diversify the debt portfolio, provide interim funding for capital projects and improve the match of assets to liabilities. The District may employ variable rate debt from time to time, but its use will generally be restricted to provide interim financing for capital projects programmed for long-term debt funding. The amount of variable rate debt, as of the date of issuance, will not exceed 25% of all outstanding debt. Under no circumstances will the District issue variable rate debt for the purpose of arbitrage. If variable rate debt is used, the District will periodically, but at least annually, determine whether it is appropriate to convert the debt to fixed interest rates. To lower interest rate risk for variable rate debt, hedging mediums such as interest rate caps and floors will be considered. Derivative products will only be utilized in the issuance or management of debt with prior Board approval, and only in instances where it has been demonstrated that the derivative product will either provide a hedge which reduces risk of fluctuation in expense or revenue, or alternatively, where it will reduce cost. An analysis of early termination costs will also be performed given certain circumstances and assumptions. Such analysis will document the risks and benefits associated with the use of the particular derivative product. Each supplemental bond resolution must specify the interest rates that will be paid or specify the method of calculating interest rates that will be used through maturity of the bonds.

4-8 DENOMINATION OF BONDS

1) All bonds issued by the District must be issued in denominations that represent a size appropriate to the type of issue and what is standard and acceptable within the bond market.

4-9 PLEDGING OTHER REVENUE SOURCES

1) The District may pledge any revenue sources that result from charges attributable to the operation or availability of the facility. If bonds are issued and pledged solely by revenues, fees or charges, the District must include in the authorizing resolution the value of the facility both for the original existing facility and for the facility following the improvements. Any additional revenues that are derived from the facility following the completion of the improvements may be set aside and pledged to the payment of the principal and interest on the bonds or for the establishment of a reserve fund.

4-10 REFUNDING OF DEBT – REFUNDING BOND ACT

1) All refunding of bonds are subject to the Utah Refunding Bond Act, Utah Code Ann. Title 11, Chap. 27 ("Refunding Bond Act"). The District may choose to refund a portion of its outstanding debt from time to time, depending upon market conditions and other structuring requirements. In so doing, the District will make the decision to refund debt to either effect a savings or to restructure the District's various payment obligations more in line with the District's long term financial plan.

    a) Refunding for Savings. The District shall have a goal of present value savings before effecting any refunding transaction. The District's goal will be to achieve a minimum present value savings of 3% with a target of 4%. To determine adherence to savings goals, any calculation of savings shall be net of all expenses related to the transaction including all costs of issuance and underwriter's discount.

    b) Refunding to Restructure Debt Obligations. Refunding one or more series of outstanding bonds to restructure a portion of the District's obligations may be in the District's best interest for any number of reasons, including, but not limited to: a) better match available revenues with debt payment requirements; b) restructure payment obligations to provide for alternative use of cash flow; c) ensure the District remains in compliance with existing or future bond covenants; or, d) meet unforeseen capital needs.

2) The District's Financial Advisor shall review any refunding transaction presented to the District. Upon review and determination that the proposed transaction conforms to the P&P Chapter regarding Debt, the Financial Advisor will present the proposed transaction to the Finance Committee for consideration and recommendation to the Board. Market conditions may dictate that the District act quickly to take advantage of a refunding opportunities, however, at no time will the District attempt to fast track a proposed transaction so as not to conform to all requirements of applicable state laws and/or the P&P Chapter regarding Debt.

4-11 GENERAL OBLIGATION DEBT

1) Utah Code Ann. §§ 17B-1-103(2)(g), 17B-1-1002(1)(f) authorize the District to levy and collect taxes up to the rate of 0.0005 per dollar of taxable value of taxable property within the District. Pursuant to Utah Code Ann. §§ 17B-1-103, 17B-2a-603, and Utah Code Ann. Title 17B, Chapter 1, Part 11, the District may choose to seek the approval of the electorate to authorize the issuance of general obligation bonds whether actually paid by taxes or from other available revenues.

4-12 BOND ANTICIPATION NOTES

1) Interim borrowing may be used for temporary funding of operational cash flow deficits pending receipt of anticipated revenues or interim construction financing needs. Interim borrowing may take the forms of Line of Credit or Tax, Revenue or Bond Anticipation Notes. Repayment terms may not exceed the useful life of the project financed. The Finance Committee will recommend to the Board the least costly and most effective method of interim financing. The Board may make exceptions to this strategy for projects that are mandated by judicial or regulatory bodies or in emergencies.

4-13 PUBLICATION OF NOTICE

1) The District may publish notice in the *Salt Lake Tribune* and *Deseret News* and on the Utah Public Notice Website of any resolution or other proceeding providing for the issuance of bonds. In lieu of publishing the entire resolution or other proceeding, the District shall publish a notice consistent with Utah Code Ann. § 11-14-316 which also requires posting at the District offices and website. Once notice is published, a copy of the full resolution shall be available to the public for 30 days to allow an opportunity for the public to inspect or contest the bond.

4-14 UNDERWRITING SERVICES

1) Unless otherwise directed by the Board, underwriting services for bond transactions will be solicited on a "per issue" basis. These services will be considered professional services and solicited in accordance with applicable procurement policies. The procurement may be coordinated under the direction of the District's Financial Advisor. Any such coordination will include input from the District's Procurement Official.

4-15 BOND COMPLIANCE

1) The GM is the District's bond compliance officer. The GM, in consultation as appropriate with the District's financial advisor, counsel, and bond counsel, is responsible to formulate written procedures regarding bond compliance. The GM will report the adopted written bond compliance procedures, and any changes to the bond compliance procedures, timely to the Board. In drafting bond compliance procedures the GM will consider, and the bond compliance procedures will address, the following matters:

a) Pre-issuance compliance analysis, including the adoption of compliance procedures unique to a particular issue;

b) Contracting of services such as continuing disclosures, rebate analyses, training;

c) A training program for staff;

d) Record retention and preservation, including the retention and preservation of bond transcripts, evidence of compliance reviews and compliance, records relating to expenditures of bond proceeds, rebate analyses;

e) Periodic reviews and reports to the Board, at least annually; and

f) Procedures to timely identify and elevate the resolution of any violation or expected violation.

2) The District is a wholesale provider of treated water to its member cities, Salt Lake City and Sandy City. The District does not provide treated or raw water to private entities or individuals, except as that water may be surplus to the needs of the cities. Any such water sales will be at rates set annually by the Board as a part of the annual budget. Such rates will be applicable to everyone, without preference. Such sales will be terminable at will by the District. The District does not provide water treatment or water carriage capacity to private entities or individuals except as such capacity may be surplus to the needs of the cities. Any such treatment or carriage will be at rates set annually by the Board as a part of the annual budget. Such rates will be applicable to everyone, without preferences. Such treatment or carriage will be terminable at will by the District. Any contract that differs from these principles must be approved by the Board. Providing private individuals or entities (or entities considered to be "private" for purposes of IRS use rules) with other commitments or preferences relating to District water supplies or facilities, that were in whole or in part financed with bond proceeds, may require a review and consideration of private use rules. The GM will consider, and adopt as appropriate, criteria that will trigger a review of use rule compliance by bond counsel before contracts are presented to the Board for approval.

CHAPTER 5
PROCUREMENT REGULATIONS

Last Updated: June 15, 2026

PREFACE

This Chapter of the P&P is intended to be consistent with those portions of the Utah Procurement Code, Utah Code Ann., Title 63G, Chap. 6a (the "Procurement Code") and the regulations of the Procurement Board that apply to the District. These regulations are established pursuant to rulemaking authority granted to special districts in the Procurement Code. Where the Procurement Board has issued regulations on the same subject covered by these District Procurement Regulations, these District Procurement Regulations govern. And, where these District Procurement Regulations establish rules and procedures in addition to those established by the Procurement Board, these District Procurement Regulations, as well as the Procurement Board's regulations, apply. Any such additional rules and procedures are specifically identified in these District Procurement Regulations. Any such additional rules and procedures are specifically identified in these District Procurement Regulations.

For ease of reference, these Procurement Regulations are organized by Part numbers that correspond to the numbered Parts of the Procurement Code. To the extent practicable the Sections of these Procurement Regulations are numbered the same as the related Procurement Code Section. For example, Section 63G-6a-102 of the Procurement Code describes the purposes of the Procurement Code, and P&P Section 5-102 describes the purposes of this Chapter.

All District expenditures must be properly appropriated as described in P&P Chapter 2. Once a District expenditure has been properly appropriated, this Chapter of the P&P describes the manner in which the source for the budgeted purchase is to be selected. Once the source for a properly appropriated purchase has been selected, P&P Chapter 2 describes the manner in which the source for the budgeted purchase is to be approved.

PART 1
GENERAL PROVISIONS

5-102 PURPOSES

This Chapter of the P&P is intended to:

1) provide for transparency in the District procurement process;

2) provide for the fair and equitable treatment of those who deal with the District regarding procurement;

3) provide increased economy in District procurement;

4) foster effective broad-based competition within the free enterprise system to the extent practicable; and

5) Consistent with the District's vision to provide reliable, clean drinking water by responsibly managing our resources and proactively planning for the future, this Chapter is intended to provide proper value to the District with cost effective goods and services.

5-103 DEFINITIONS

Unless otherwise modified in this Chapter of the P&P, terms used in this Chapter of the P&P shall be defined as described in Section 103 of the Procurement Code. As used in this Chapter:

1) "Procurement Board" means the Utah State Procurement Policy Board.

2) "Procurement Official" means the GM or his/her designee.

3) "Protest Officer" means a standing committee or ad hoc committee of the Board as determined by the Chair.

5-106 DISTRICT AUTHORITY AS AN INDEPENDENT PROCUREMENT UNIT

1) The District may:

a) engage in a standard procurement process;

b) acquire a procurement item under an exception to the requirement to use a standard procurement process, as provided in this Chapter, the Procurement Code or the Procurement Board regulations; or

c) otherwise engage in an act authorized or required by this Chapter, the Procurement Code or the Procurement Board regulations.

2) With respect to a procurement or contract over which the Procurement Official has authority, the Procurement Official may:

a) manage and supervise the procurement to ensure to the extent practicable that the District receives the best value;

b) prepare and issue standard specifications for procurement items;

c) review contracts, coordinate contract compliance, conduct contract audits, and approve change orders;

d) delegate duties and authority to District staff, as considered appropriate;

e) correct, amend, or cancel a procurement at any stage of the procurement process if the procurement is out of compliance with the Procurement Code, the Procurement Board regulations or this Chapter;

f) attempt to resolve a contract dispute in coordination with the District's General Counsel; and

g) at any time during the term of a contract awarded by the District, correct or amend a contract to bring it into compliance or cancel the contract:

i) if the Procurement Official determines that correcting, amending, or canceling the contract is in the best interest of the District; and

ii) after consulting with the District's General Counsel.

iii) any such action that is material should be reported to the Board.

3) The authority described in the above section shall not be exercised if it would be in conflict with any other provision in this P&P, or would be inconsistent with instructions of the Board.

5-107.5 APPLICATION

1) Except as otherwise directed by the Board, this Chapter, the Procurement Code, and any applicable Procurement Board regulations shall govern the District's purchase of all goods and services.

2) This Chapter describes the procedure for District procurements. All District procurements shall be properly appropriated as described in P&P Chapter 2. Once an appropriate source has been selected pursuant to this Chapter, contracts and expenditures must be authorized consistent with P&P Section 2-642. Any District monies shall be disbursed consistent with P&P Section 2-635.

3) This Chapter shall, to the extent reasonable, be interpreted in a manner consistent with those portions of the Procurement Code and any Procurement Board regulations which apply to the District.

4) Nothing in this Chapter of the P&P shall create rights, interests, or causes of action against the District, its Trustees, officers, agents or employees. Failure to follow procedures as described in this Chapter shall not invalidate the action taken, unless otherwise expressly provided by law.

5-107.6 EXEMPTIONS

To the extent purchases are exempted from the Procurement Code or the Procurement Board regulations, they are also exempted from the terms of this Chapter.

PART 3
PROCUREMENT OFFICIAL

5-303 DUTIES AND AUTHORITY OF PROCUREMENT OFFICIAL

1) The Procurement Official will:

   a) supervise the District's procurement to assure that all District procurements are properly appropriated by the Board pursuant to P&P Chapter 2 and the instructions of the Board;

   b) supervise the District's procurement to assure that it is consistent with this Chapter, applicable statutes, any applicable Procurement Board regulations and any instructions of the Board;

   c) exercise general supervision and control over inventories belonging to the District;

   d) establish reasonable procedures for the inspection and acceptance of goods and services;

   e) prepare and maintain specifications for goods and services as described in this Chapter; and

   f) recommend periodic updates to this Chapter.

2) Except as otherwise described in this Chapter, or as otherwise directed by the Board, the Procurement Official has the power to act as described in the Procurement Code or Procurement Board regulations.

PART 5
OTHER STANDARD PROCUREMENT PROCESSES

5-506 SMALL PURCHASES

1) As used in this section:

   a) "Annual cumulative threshold" means the maximum total annual amount that the District may expend to obtain procurement items from the same source under this section. The District's annual cumulative threshold is $75,000.

b) "Individual procurement threshold" means the maximum amount that the District may expend to obtain a procurement item under this section. The District's individual procurement threshold is $75,000.

c) "Single procurement aggregate threshold" means the maximum total amount that the District may expend to obtain multiple procurement items from one source at one time under this section. The District's single procurement aggregate threshold is $75,000.

2) The District's rules governing small purchases include but are not limited to:

a) Before making a purchase of $2,000 or less, the District manager responsible for the purchase shall use means which are reasonable under the circumstances to assure that the District is getting good value and a reasonable price. A purchase of goods or services for more than $2,000, but not exceeding $75,000, may be awarded without a competitive process after the solicitation of price quotations from enough prospective vendors to reasonably ensure that the District received a competitive price. Such solicitations may be made electronically, orally, or in writing.

b) Department managers are authorized to make purchases of goods and services of $25,000 or less which have been properly appropriated consistent with Chapter 2 of the P&P. Purchases greater than $25,000 shall be authorized and approved by the Procurement Official.

3) The Procurement Official will prepare a report on small purchases exceeding $50,000 and not exceeding $75,000 to the Board.

4) Expenditures made under this section may not exceed the thresholds established in State Procurement Board Rules unless the Procurement Official gives written authorization to exceed the threshold that includes the reasons for exceeding the threshold.

PART 7
REQUESTS FOR PROPOSALS

5-702 CONTRACTS AWARDED BY REQUEST FOR PROPOSALS

1) Except as otherwise instructed by the Board, a request for proposals process, as provided in Part 7 of the Procurement Code and the Procurement Board regulations, may be used instead of bidding when it is determined that it is appropriate and will provide the best value or is the most advantageous to the District. This determination will be made by the Procurement Official.

2) Except as otherwise instructed by the Board, requests for proposals are allowed for procurement of goods and services related to Process Control/Supervisory Control and Data

Acquisition ("PC/S") system instrumentation.

PART 8
EXCEPTIONS TO PROCUREMENT REQUIREMENTS

5-802 AWARD OF CONTRACT WITHOUT ENGAGING IN STANDARD PROCUREMENT PROCESS—NOTICE—DUTY TO NEGOTIATE CONTRACT TERMS IN BEST INTEREST OF PROCUREMENT UNIT

1) The Procurement Official may award a contract for a procurement item without engaging in a standard procurement process, as provided in Section 802 of the Procurement Code and Procurement Board regulations. Except as otherwise expressed in the P&P the determination required by Section 802 of the Procurement Code will be made by the Board.

2) The Procurement Official shall give public notice of a procurement under this section as described in Section 112 of the Procurement Code, if the cost of the procurement exceeds $50,000, except where publication is not required as provided in Section 802 of the Procurement Code.

5-802.7 EXTENSION OF A CONTRACT WITHOUT ENGAGING IN A STANDARD PROCUREMENT PROCESS

1) The Procurement Official may extend a contract without engaging in a standard procurement process as provided in Section 802.7 of the Procurement Code and Procurement Board regulations. The Board shall be promptly notified of such a contract extension.

5-803 EMERGENCY PROCUREMENT

1) The Procurement Official may authorize an emergency procurement without using a standard procurement process as provided in Section 803 of the Procurement Code and Procurement Board regulations. The Board shall be promptly notified of the emergency procurement.

PART 9
CANCELLATIONS, REJECTIONS AND DEBARMENT

5-902 CANCELLATION AND REJECTION OF BIDS AND PROPOSALS

1) The District may cancel or reject any or all invitations for bids, bids, request for proposals, or proposals in whole or in part, as may be specified in the solicitation, when the Board or the Procurement Official determines it is in the best interest of the District.

2) The reasons for the cancellation or rejection will be a part of the contract file.

5-904 DEBARMENT OR SUSPENSION FROM CONSIDERATION FOR AWARD OF CONTRACTS—CAUSES FOR DEBARMENT—APPEAL

1) The Procurement Official or the Board may debar or suspend a person from consideration for award of District contract as provided by Section 904 of the Procurement Code. Any debarment or suspension by the Procurement Official shall be promptly reported to the Board.

PART 11
BONDS

5-1103 BONDS OR SECURITY NECESSARY WHEN CONTRACT AWARDED—WAIVER—ACTION—ATTORNEY FEES

1) When a construction contract is awarded by the District, the contractor to whom the contract is awarded shall deliver the following bonds or security to the District, which shall become binding on the parties upon the execution of the contract:

   a) a performance bond in an amount equal to 100% of the contract amount, executed by a surety company authorized to do business in Utah, in the District's standard form or as otherwise approved in writing in advance by the Procurement Official; and

   b) a payment bond in an amount equal to 100% of the contract amount, executed by a surety company authorized to do business in Utah, in the District's standard form or as otherwise approved in writing in advance by the Procurement Official.

2) The Procurement Official may waive the requirement for bid, performance, and/or payment bonds for circumstances in which the Procurement Official considers any or all of the bonds to be unnecessary to protect the District.

5-1105 FORM OF BONDS—EFFECT OF CERTIFIED COPY

1) Bid bonds, payment bonds and performance bonds must be surety bonds in the standard District form properly issued by a surety licensed and authorized to issue such bonds in Utah. The Procurement Official may approve another form in writing before the bond is due and/or specify a specific form of bonds as part of the solicitation. Any person may obtain from the District a certified copy of a bond upon payment of the cost of reproduction and postage, if any. A certified copy of a bond shall be *prima facie* evidence of the contents, execution, and delivery of the original.

PART 12
CONTRACTS AND CHANGE ORDERS

5-1202 CONTRACTS AND CHANGE ORDERS

1) The Procurement Official may adopt, and amend from time to time, standard District construction contract clauses that comply with the Procurement Code.

5-1207 CERTIFICATION OF CHANGE ORDER

1) Any construction contract change which increases the contract amount shall be properly appropriated and expended consistent with P&P Chapter 2 and instructions of the Board.

2) When approving a procurement contract or change to a procurement contract, the Board may also approve an appropriate contract contingency or change to an existing contract contingency.

3) Contract changes that do not modify the contract scope and are within the board-approved contract contingency may be approved by the Procurement Official, if the value is more than $25,000. Moreover, changes $25,000 or less, may be approved by the Department Manager.

4) Contract changes that modify the contract scope and /or the available Board-approved contract contingency may be approved as follows:

   a) Contract changes $25,000 or less, by a Department manager.

   b) Contract changes $75,000 or less, by the Procurement Official.

   c) Contract change exceeding $75,000, by the Board

5) Change directives are formalized in a change order that is reported to the Board at the next available scheduled meeting. The change directives bundled in these change orders may collectively exceed the individual approval limits described above.

6) Because of the unknown time and cost, the District does not normally approve time and materials contract changes.

7) When an emergency condition as defined in P&P Section 5-803 occurs, the Procurement Official is authorized to approve a time and materials contract change and/or exceed a $75,000 change directive when it is determined to be in the District's best interest after consulting with the Board chair. The change will be brought to the Board for ratification at the next scheduled Board meeting.

PART 13
GENERAL CONSTRUCTION PROVISIONS

5-1302 ALTERNATIVE METHODS OF CONSTRUCTION CONTRACTING MANAGEMENT

1) Subject to Procurement Code and District Procurement Regulations, the Procurement Official may select an appropriate method of construction contracting management for a particular project, after considering the factors stated in Utah Code Ann. § 63G-6a-1302(3)(a)–(h). A written statement signed by the Procurement Official describing the facts that led to the selection of a particular method of construction contracting management shall be included with the contract file.

PART 15
DESIGN PROFESSIONAL SERVICES

1) Except as otherwise instructed by the Board, design professional services may be procured in any manner that is consistent with Part 15 of the Procurement Code and the Procurement Board regulations.

PART 16
PROTESTS

5-1601 PROTESTS

1) Protests will be considered in compliance with Part 16 of the Procurement Code and Procurement Board regulations. A request for intervention into a protest must be filed promptly. Intervention in a protest will be allowed at the discretion of the Protest Officer.

PART 24
UNLAWFUL CONDUCT AND PENALTIES

5-2401 UNLAWFUL CONDUCT AND PENALTIES

1) All Trustees, Officers and employees of the District shall comply with Part 24 of the Procurement Code and the Utah Public Officers' and Employees' Ethics Act, Utah Code Ann. Title 67, Chapter 16. Notwithstanding any provision in those Acts, no Trustee, Officer or staff shall accept, directly or indirectly, an economic benefit, for themselves, any family member, or any entity they have an equity interest in, tantamount to a gift – excepting only an occasional hospitality gift which does not exceed ten dollars ($10) in value from any person associated with a supplier, or prospective supplier, of goods or services to the District. The annual aggregate value of all hospitality gifts from that person shall not exceed fifty ($50) dollars in value.

CHAPTER 6
PROPERTY

Last Updated: June 15, 2026

6-1 PURCHASE OF MOTOR VEHICLES

1) Consistent with the experience of other governmental entities, it is the objective of the District to purchase vehicles under state contract; to encourage their proper use, care and maintenance by District employees; and to sell the vehicles at the appropriate time to maximize resale value. In order to minimize the difference between purchase price paid by the District and the realized resale value, it may be appropriate where the vehicle is likely to be purchased by a member of the general public upon resale (such as a passenger vehicle, or a light truck without utility equipment) to order optional features such as trim and appearance packages, power accessories, and electronics which may not be necessary for District use, but which enhance resale value.

2) Each year, as part of the budget approval process, the Procurement Official shall recommend to the Finance Committee the vehicles to be purchased, including the probable state contract price of each vehicle.

6-2 INVENTORY OF PROPERTY

1) Staff shall keep and periodically update an inventory of the District's real and personal property. The Finance Committee shall approve the value threshold(s) for items of personal property to be included in the inventory, and the manner in which the inventory is to be kept and updated.

6-3 DISPOSAL OF SURPLUS PROPERTY

1) The Procurement Official shall periodically submit a list of surplus property, together with a recommended method of disposal to the Finance Committee for review. Real property of the District shall be offered and sold only upon approval of the Board.

2) Disposal of surplus property other than motor vehicles should be made "as is" and without warranty or representation of any kind or nature, after reasonable public notice.

3) The District's disposal of surplus motor vehicles shall be accomplished as follows:

    a) The Procurement Official shall make a recommendation to the Finance Committee as to an approximate reasonable sales price for each motor vehicle to be sold as surplus property. This recommendation should be made by the Procurement Official based on a review of any applicable information contained in the NADA "Blue Book", the Kelly "Blue Book", and/or interviews with a reasonable number of local auction houses and/or dealerships.

b) Sale of the vehicle shall be accomplished as approved by the Finance Committee. Methods of sale may include:

i) Auction through a local or internet auction;

ii) Consignment with a local dealer or broker;

iii) Sale advertised via the internet and/or in the classifieds sections of the *Salt Lake Tribune, Deseret News* or other appropriate periodical;

iv) Dealer trade-in; or

v) Sale to an interested employee or employee family member. The District is interested in making surplus District vehicles available to its employees to encourage proper use, care and maintenance of vehicles. No surplus vehicle shall be sold to a District employee or family member of an employee without Board approval.

6-4 REAL PROPERTY AQUISITIONS

1) Intent. This Section is intended to provide guidelines and authorization to staff regarding the acquisition of real property interests. The District's goal is to accomplish necessary acquisitions on a willing-seller basis, if practicable, and at a reasonable cost to the District, in a consistent, fair, open, and equitable manner.

2) Title Insurance. Many title companies include a standard title policy with the charge of a title search. The purchase of any additional policies or coverages should be evaluated on a parcel by parcel basis, considering the cost of the additional policy or coverage, the probability of an insured title defect, and the likely costs to the District of clearing up such a title defect without insurance.

3) Environmental Assessments. Ordinarily acquisition of fee interests require a Phase I Environmental Assessment. Due diligence investigation of rights of way acquisitions may suggest the District is not likely to encounter hazardous materials and the costs of Environmental Assessments are not warranted. Staff should remain alert to new information which may suggest that particular parcels are appropriate candidates for further investigation and/or a Phase I Environmental Assessment.

4) Negotiations. Negotiations shall be conducted in a courteous and forthright manner consistent with the Eminent Domain Statute, Utah Code Ann. Title 78B, Chap. 6, Part 5, and other applicable law. Offers for compensation will be extended in writing as directed by the GM, in line with appraised values, and in a manner consistent with the instructions of the Board. Only those persons authorized by the Board or the GM shall speak for the District. Others should politely refer landowners to the appropriate persons. Reasonably careful contemporaneous

summaries of negotiation discussions should be kept. All landowner complaints should be presented to the GM and the Board. All purchase contracts shall be approved as described in P&P Section 2-642.

5) Standard Easement Form. Except as otherwise approved by the Board, easement deeds shall be in form approved by the GM and counsel.

6-5 DISPOSAL OF PUBLIC PROPERTY

1) The District is generally obligated to receive fair market value for any disposal of District Lands, unless there is specific legislative authorization to deviate from that standard. *See Sears v. Ogden*, 533 P.2d 118 (Utah 1975).

2) As required by Utah Code Ann. § 17B-1-103(8), the District must comply with Utah Code Ann. Title 11, Chapter 1, Part 2 ("Disposal of Public Property") when disposing of District Lands. Under that Part, prior to disposing of a "significant parcel," the District must provide notice of the proposed disposal pursuant to the procedures set forth in Utah Code Ann. § 11-1-203. If the proposed disposal does *not* concern a "significant parcel," only a physical posting on the property soliciting offers is required. Unless the District otherwise defines "significant parcel" by resolution, a "significant parcel" means District Lands with an estimated fair market value of $500,000 or more (Utah Code Ann. § 11-1-202(3)).

   Additionally, the District may dispose of a "significant parcel" only after a majority vote by the Board in a public meeting in which details of the proposed disposal are disclosed, as set forth in Utah Code Ann. § 11-1-204, unless the District otherwise adopts a resolution removing that requirement. Any such resolution must establish a method to inform the public of the disposal and the District must otherwise complies with Utah Code Ann. § 11-1-203.

   Utah Code Ann. § 11-1-205 sets forth the circumstances in which the District is exempt from complying with Utah Code Ann. §§ 11-1-202 through -204.

CHAPTER 7
RECORDS POLICIES AND PROCEDURES

Last Updated: June 15, 2026

PREFACE

This Chapter of the P&P is intended to be consistent with those portions of the Utah Government Records Access and Management Act Utah Code Annotated, Title 63G, Chap. 2 ("GRAMA") applicable to the District.

PART 1
GENERAL PROVISIONS

7-1 GENERAL INTENT

1) The purpose of these records policies and procedures is to conform to Section 701 of GRAMA, which provides that each political subdivision of the State of Utah may adopt an ordinance or a policy relating to information practices. If a political subdivision adopts a policy or ordinance, it remains subject to Parts 1 and 3, and Sections 201, 202, 205, 206, 601 and 602 of GRAMA, as well as Utah Code Ann. Sections 63A-12-105 and -107. Except for the Sections of GRAMA which apply to the District notwithstanding the adoption of this Chapter 7, the only GRAMA Sections which apply to the District are those which are expressly referenced in these policies and procedures.

2) It is the policy of the District to make public records available upon reasonable request, while preventing the disclosure of non-public records, all consistent with applicable portions of GRAMA and these records policies and procedures. In those situations where persons other than the District may have an interest in records in the possession of the District, such as laboratory test results for samples tested by the District at the request of others, the District will make reasonable efforts to give those who may have an interest in such records notice and an opportunity to object before the District will respond to a request for such records.

7-2 DEFINITIONS

1) Terms used in this Chapter 7 shall be defined as stated in Section 63G-2-103 of GRAMA.

PART 2
ACCESS TO RECORDS

7-3 FEES

1) The District will charge fees for copying, compiling, etc. as described in Section 63G-2-203 of GRAMA. The charges will be set annually as part of the budget, but are subject to change

by the Board at any time. To the extent charges are not specified in the annual budget they may be specified through a written formal policy adopted by the Board. The District will attempt to assign the person with the requisite skills and the lowest hourly wage. The District may assign to outside sources the task of searching for records, compiling records, or reviewing records to confirm the appropriate documents are being provided in compliance with GRAMA and this chapter of the P&P. In those cases, the District will charge its actual costs for such work. Newer requests for records will not be processed or released until all current and prior payments for previous records requests are paid in full. If the requestor does not take delivery of a records request within 30 days of receiving reasonable notice that the records are available, the response will be considered to have been abandoned and the District may destroy the response.

7-4 REQUESTS – TIME LIMIT FOR RESPONSE AND EXTRAORDINARY CIRCUMSTANCES

1) Except where inconsistent with this Chapter, Sections 63G-2-201 and 204 of GRAMA shall apply to requests made to the District.

2) Requests for records shall be directed to the Records Officer, which consistent with Section 63G-2-103(27), shall be an individual appointed by the GM to work with the state archives regarding District records. The District defines "business days" as Monday through Thursday.

3) If the District receives a request that seeks an expedited response, the District shall first determine if the request demonstrates a benefit to the public. If the request demonstrates a benefit to the public, not just the requester, the District's response shall be expedited subject to all limitations and requirements of Sections 63G-2-201 and 204 of GRAMA and this Chapter 7. If the request does not demonstrate a benefit to the public, the District shall notify the requester within five business days of receiving the request that the request will not be expedited.

4) If the response is to be expedited, the District shall provide its response within five business days of receiving the request, subject to all limitations and requirements of Sections 63G-2-201 and 204 of GRAMA and this Chapter 7. If the request is not to be expedited, the District shall respond as soon as reasonably possible but no later than 10 business days after receiving the request, subject to all limitations and requirements of Sections 63G-2-201 and 204 of GRAMA and this Chapter 7.

5) The District's response shall either:

   a) approve the request and provide a copy of the record;

   b) deny the request in accordance with the procedures and requirements of Section 63G-2-205 of GRAMA;

   c) notify the requester that the District does not maintain the record requested and provide, if

known, the name and address of the governmental entity that does maintain the record; or

d) notify the requester that because of one of the extraordinary circumstances listed in Subsection 63G-2-204(6) of GRAMA or in this P&P Section 7-4, the District cannot immediately approve or deny the request, and include with the notice a description of the circumstances that constitute the extraordinary circumstances and the date the records will be available consistent with Subsection 63G-2-204(7) of GRAMA.

6) In addition to those extraordinary circumstances described in Section 63G-2-204 of GRAMA, the following are extraordinary circumstances which allow the District to delay approval or denial by an additional period of not more than 15 business days:

a) If persons other than the District may have an interest in records in the possession of the District, and the additional time is reasonably needed for the District to notify such interested persons and give them an opportunity to object to disclosure; and

b) If additional time is reasonably required because of limitations in District resources.

7-5 DENIALS

1) Section 63G-2-205 of GRAMA governs the manner in which the District will make denials of requests for records. The GM will serve as the chief administrative officer for purposes of Section 63G-2-205(2)(c) of GRAMA.

7-6 SHARING RECORDS

1) The District may share records as described in Section 63G-2-206 of GRAMA.

7-7 SUBPOENAS – COURT ORDERED DISCLOSURE FOR DISCOVERY

1) As described in Section 63G-2-207 of GRAMA, subpoenas and other methods of discovery under state or federal statutes, or rules of civil, criminal, administrative or legislative procedures are not written requests under Section 7-4 of this P&P or Section 63G-2-204 of GRAMA. Except as otherwise required by Section 63G-2-207 of GRAMA, or order of an appropriate court or administrative law judge, non-public records shall not be made available for inspection or copying if requested by subpoena and other method of discovery.

7-8 ELECTRONIC RECORDS

1) Subject to the requirements and limitations of Section 63G-2-201 of GRAMA and this Chapter 7, the District shall provide an electronic copy of a record in lieu of its paper equivalent if:

a) the request for records states a preference for an electronic copy;

b) the District currently maintains the record in an electronic format that is reproducible and may be provided without reformatting or conversion; and

c) the electronic copy:

i) does not disclose other records exempt from disclosure; or

ii) may be segregated to protect private, protected, or controlled information from disclosure with undue expenditure of District resources or funds.

PART 3
CLASSIFICATION

7-9 RECORDS THAT MUST BE DISCLOSED

1) The standards for classification of records which must be disclosed which are applicable to the District are found in Section 63G-2-301 of GRAMA.

7-10 PRIVATE RECORDS

1) The standards for classification of private records applicable to the District are found in Section 63G-2-302 of GRAMA.

2) Excepting only information which must be disclosed as described by Sections 63G-2-301(2) and (3) of GRAMA, all information contained in records regarding individuals, including, but not limited to District employees, former employees, prospective employees, Trustees or other agents or contractors of the District, including, but not limited to, personnel records, payroll records, health, accident or life insurance records, medical records, etc., are private.

7-11 CONTROLLED RECORDS

1) The standards for classification of controlled records applicable to the District are found in Section 63G-2-304 of GRAMA.

7-12 PROTECTED RECORDS

1) The standards for classification of protected records applicable to the District are found in Section 63G-2-305 of GRAMA.

PART 4
APPEALS

7-13 APPEALS

1) Consistent with Section 63G-2-701(5), any person aggrieved by classification, designation or access decisions of the District may appeal to the GM. The decision of the GM may be appealed to the District's GRAMA appeals board. The District's GRAMA appeals board shall be appointed by the Board and shall consist of a District employee or board member, a citizen, and a citizen with professional experience either managing or requesting records. Section 63G-2-401 of GRAMA governs appeals, except that the notice of appeal shall be sent to the GM. The matter shall be reviewed as soon as practicable by the District's GRAMA appeals board. The time for decision for appeals described in Section 63G-2-401(5) shall not apply to the District.

PART 6
ACCURACY OF RECORDS

7-14 REQUESTS TO AMEND RECORDS

1) Requests to amend District records are **not** governed by Section 63G-2-603 of GRAMA. Requests to amend District records must be made in writing to the Records Officer. The request must contain the requester's name, mailing address, daytime telephone number and brief statement of why the described District record should be amended. The Records Officer shall respond in writing to the request within 15 business days. Any appeal of the decision of the Records Officer must be made as described in Section 9-13 of these records policies and procedures.

PART 8
LIABILITY AND DISCIPLINARY ACTION

7-15 LIABILITY AND DISCIPLINARY ACTION

1) Liabilities and penalties, if any, associated with records access and retention are described in Sections 63G-2-801 through 804 of GRAMA.

PART 9
ARCHIVES AND RECORDS SERVICE

7-16 MANAGEMENT AND RETENTION OF RECORDS

1) The standards for the management and retention of records applicable to the District are found in Section 63A-12-103.

CHAPTER 8
PERSONNEL POLICIES

Last Updated: June 15, 2026

8-1 INTENT

1) The Board expects the GM to implement goals consistent with its desire:

   a) To provide each employee with a productive work environment, including the necessary policies, procedures, tools, equipment, and resources to perform that employee's duties.

   b) To be committed to the safety of employees and others.

   c) To provide a work place which prohibits discrimination and harassment.

   d) To recruit, select, retain, advance, and pay employees on the basis of their relative ability, knowledge, and skills and without regard to race, color, religion, pregnancy, sex, sexual orientation, gender identity, national origin, age, disability, or any other class protected by applicable law.

   e) To provide each employee with a job description that describes their duties and responsibilities.

   f) To provide employees with a description of available benefits.

   g) To adopt and disseminate to employees the procedure for processing employee grievances and appeals.

2) The Board's goal is to provide to the GM the authority, support, and resources reasonable and necessary to implement the policies of this chapter consistent with applicable state and federal law and other instructions of the Board.

3) The Management Advisory Committee shall cause the District's Employee Manual to be reviewed annually by legal counsel to ensure that it conforms to state and federal law, this Chapter, and other instructions of the Board.

8-2 ANNUAL EMPLOYEE BENEFIT REVIEW

1) As a part of the annual budget process the GM will consult with the Management Advisory Committee regarding an appropriate employee benefits package. Health, dental and vision care, life insurance, a cafeteria plan, accident and disability insurance, retirement benefits, and District matching contributions (100% match up to a maximum of 3% of gross pay) to 401(k), as well as other benefits, should be considered. The District is interested in providing benefits

that will help the District attract and retain skilled and experienced employees. The District is interested in maintaining reasonable stability and predictability for its employees and their families, while also maximizing the District's investment in an employee benefit package by reacting appropriately to changes in the insurance industry, insurance products, applicable state and federal laws, and economic conditions. The District is interested in providing benefits that are reasonably comparable to those offered by other local entities similar to the District. In providing these benefits the District shall comply with all applicable federal, state and local laws including but not limited to Consolidated Omnibus Budget Reconciliation Act ("COBRA"), Health Insurance Portability and Accountability Act ("HIPAA"), Fair Labor Standards Act ("FLSA"), and Affordable Care Act ("ACA"). Only regular full-time employees are eligible for benefits unless otherwise required by law. Trustees are considered part-time appointed officials for purposes of Utah Retirement System ("URS") rules and are not eligible for URS benefits.

8-3 COMPENSATION

1) District employees are paid commensurate with the skills and abilities required of their position. The District strives to achieve equity with the external job market. The District strives to maintain internal equity among District positions and employees. Each District position has been evaluated and assigned a pay range. The District periodically will review job specifications, revise job descriptions, and evaluate and compare District positions against comparable positions in similar organizations. The midpoint of each District pay range is intended to reflect local or regional job market conditions, as applicable for the position. Pay ranges may be modified with approval from the Board to reflect job market influences for specific positions.

2) Employee performance is continually evaluated throughout the year and is formally discussed with the employee at least annually. Wage increases within approved pay ranges may be awarded as the budget allows at the discretion of the Board and the General Manager and is based on aligning pay with performance. Length of service, in and of itself, is not a reason to merit an increase in pay.

3) Total compensation provided to employees includes wages paid, various benefits such as group health and life insurance, the District's retirement plan, and other benefits as described in the Employee Manual.

8-4 EMPLOYEE EDUCATION ASSISTANCE

1) Subject to available unencumbered appropriations in the budget, the District may assist regular full-time employees with the expense of qualifying educational courses.

2) A course plan, which describes required classes, estimated time to complete program, and estimated cost to achieve degree, license or certification must be submitted and approved by the GM, prior to enrolling in program. Any changes to an approved course plan, need to be

reapproved by the GM.

3) Courses must be approved in advance and must be part of a degree, licensing or certification program that the GM determines is related to the employee's current job duties or a reasonably foreseeable future District position, considering the employee's overall job performance and the employee's potential for applying his or her educational experience to the job. A particular course being approved for one employee does not mean that the same course will be approved for other employees.

4) The District may reimburse up to 100 percent of tuition, CLEP (College Level Examination Program) courses, online course fees, books, lab fees, and required fees (defined as "mandatory fees" (University of Utah), "student fees" (Salt Lake Community College), or similar fees from other institutions). Other miscellaneous expenses such as transportation, parking, school supplies, entrance exams, student loan fees, or other related items are not reimbursable. Any grants or other financial aid that does not have to be repaid (such as the GI Bill and scholarships) will be credited to the costs incurred by the employee prior to calculating the request for reimbursement.

5) The employee is fully responsible for all other costs.

6) Reimbursement is contingent upon the employee achieving a "B" grade or better or a "P" if a Pass/Fail is awarded.

7) Reimbursement will be made to the employee only after completion of the semester or term and submission of a transcript. Employees must submit receipts showing proof of payment, grades, and reimbursement requests within 45 days from the end of the semester or term.

8) Employees must remain on the active payroll and be performing their job satisfactorily through the completion of each course in order to be eligible for education assistance.

9) Employees must sign a loan acknowledgment and authorization for payroll deduction for any repayment obligation specified herein to be eligible for education assistance.

10) The District makes no promises of any kind that participation in qualifying courses will entitle the employee to any job advancement, any different job assignment, or any pay increase. Nothing in this policy should be construed as creating a contract of employment for any period of time.

11) Typically, the pursuit of education under this policy will be done outside of a regular work schedule (on the employee's own time).

12) Subject to IRS guidelines, employees may be subject to tax consequences or imputed income due to participation in this program.

13) Newly hired regular, full-time employees who are currently enrolled in an eligible program may also qualify for assistance with the expense of educational courses that the GM determines is related to the employee's current job duties or a reasonably foreseeable future District position. The employee's overall job performance will be considered when determining eligibility.

    a) Newly hired employees must submit a request describing the remaining required classes, estimated time to complete program, and estimated cost to achieve degree, license or certification for approval by the GM.

    b) If approved, the newly hired employee is subject to the requirements as outlined above.

14) Employees who leave District employment for any reason except layoff within one year of receiving tuition reimbursement are required to repay the total amount of tuition reimbursement received in the last 12 months of employment. If repayment is required under this policy, the amount of education assistance required to be repaid will be considered a loan payable upon the employee's last day of employment and will be deducted from wages owed to the employee pursuant to a signed authorization. In the event the amount of education assistance required to be repaid exceeds wages owed as of the last day of employment, the employee must arrange in advance the repayment terms prior to the last day of employment. If not paid within the agreed upon repayment terms, the unpaid amount may be sent to a collection agency. If no arrangements were made prior to the last day of employment, the unpaid amount is due within 30 days and would be subject to a collection agency if not paid.

8-5 OPERATOR CERTIFICATION PROGRAM

1) The District encourages certain employees to become certified both in the area of treatment as well as distribution. Subject to available and unencumbered appropriation in the budget, each eligible employee who takes and passes the tests at various grade levels will be compensated as follows for unrestricted status:

    a) Grade I - $0.12/hour
    b) Grade II - $0.18/hour
    c) Grade III - $0.24/hour
    d) Grade IV - $0.30/hour

2) Certification pay is not retroactive, but is effective as of the pay date following verification of passing the test. For each grade level, one-half of the compensation will be issued at the time proof is provided that the test was passed and the remaining one-half will be issued at the time the employee shows proof that they are unrestricted. The next pay period will reflect any pay increase.

3) The compensation for each grade is cumulative. If an employee passes any test higher than Grade I, they will also receive compensation for any lower grade(s) for which they have not

already been compensated. For example, if an employee certifies at Grade IV, the employee will receive compensation for Grades I, II, III, and IV.

4) Restricted status signifies that the employee has passed the test, but lacks the experience required by the Operator Certification Rules. Certain experience and education requirements must be met to obtain an unrestricted certificate. The number of years to be unrestricted is determined by certification grade level and education.

5) The District, at its discretion, may pay for the employee to take tests in both areas.

6) The District, at its discretion, may pay in advance for the employee to take the test for the first time at each grade. If an employee does not successfully pass the test, employee must pay for subsequent tests in advance, and request reimbursement from the District upon passing the test. Reimbursement will only be issued for the test that is passed successfully; not any prior tests.

7) Although an employee may test for both treatment and distribution, they may be awarded each grade of compensation only once. If an employee changes pay grades during the course of their employment, they will not be compensated again for having completed prior tests.

8) Employees must obtain the necessary Continuing Education Units to maintain their certification in order to continue receiving certification pay.

8-6 EMPLOYEE TRAINING

1) The District may request or require employees to enroll in various workshops, seminars, courses, or schools (training) so that both the employee and the District may benefit from added knowledge. In the event the District requests or requires the employee to train, the District will pay the costs associated with such training. This also applies to Continuing Education Units ("CEUs") required for maintaining certification. The District will determine which courses are appropriate for fulfilling CEU requirements. Typically, training will take place as part of the employees' regular work schedule (on District time).

8-7 SICK LEAVE

1) Only regular full-time employees are eligible for paid Sick Leave.

2) Eligible employees will accrue 80 hours of Sick Leave per year.

3) Accrual of Sick Leave starts upon the employee's date of hire and is available for use after their first pay date.

4) Eligible employees may carry over to the following calendar year a maximum of 980 hours of Sick Leave. The employee will forfeit any amount beyond the maximum allowed carry over.

5) The District will not grant advances on Sick Leave.

6) Permissible Uses of Sick Leave:

   a) Office visits to doctors, dentists or other health practitioners for the employee or the employee's dependents;

   b) Caring for the employee's own health (physical or mental) or injury; and

   c) Caring for the employee's immediate family member who is suffering an illness, injury, or serious health condition. Immediate family is defined for these purposes as spouse, domestic partner, child, or parent.

   d) For the purposes of this chapter, Personnel Policies, "Domestic Partner" means any individual, who is at least 18 years old, with whom an employee has a long-term committed relationship of mutual caring and support. The domestic partner must have resided in the same household with the eligible employee for the past 12 consecutive months, and must have common financial obligations with the employee. The domestic partner and the employee must be jointly responsible for each other's welfare

7) Upon their supervisor's approval, Sick Leave or other accrued time off may be used for unsafe driving conditions due to inclement weather if the employee is unable to work from home and adequate coverage is available to fulfill the needs of the District.

8) Employees should provide as much advance notice as practicable when using Sick Leave. Employees who are unable to report to work due to illness should notify their direct supervisor through phone call, text or email before the scheduled start of the workday, if practicable, and no later than two hours into the workday unless the employee is incapacitated. Generally, employees must also contact their direct supervisor on each additional day of absence no later than two hours into the workday. The District reserves the right to deny Sick Leave to employees who fail to follow these notification requirements.

9) The District reserves the right to require a doctor's note any time Sick Leave is used.

10) The District reserves the right to require employees to provide a doctor's medical release that they may safely return to work.

11) Sick Leave must be used in minimum increments of one-quarter hour.

12) Sick Leave benefits will be calculated based on the employee's rate of pay at the time of absence and will not include any special forms of compensation such as incentives, overtime, bonuses or shift differentials. For exempt employees, an hourly equivalent of their salary, based upon a 40-hour workweek, will be used.

13) Sick Leave must be reported in the pay period it is used.

14) If an employee has 800 or more hours of Sick Leave available for use as of the last pay period of each calendar year, Sick Leave will be converted to Vacation Leave in the following calendar year based on the employee's calendar year-end available balance. One of the following conversions may take place:

    a) 800-889 Sick Leave hours: 20 Vacation Leave hours or;

    b) 890-979 Sick Leave hours: 30 Vacation Leave hours or;

    c) 980 Sick Leave hours or more: 40 Vacation Leave hours.

    d) Employees may opt out of converting Sick Leave to Vacation Leave if their balance is between 800 hours and 979 hours. If employees have 980 hours of Sick Leave or more, the conversion to Vacation Leave will occur automatically.

15) Sick Leave is not counted as time worked for purposes of calculating overtime.

16) Sick Leave may not be cashed out at any time except as described in the District's Sick Leave Conversion Upon Retirement Policy.

17) Abuse, misuse, or excessive use of Sick Leave, or misrepresentation or dishonesty regarding the use of Sick Leave may result in denial of Sick Leave and/or disciplinary action up to and including termination of employment.

8-8 SICK LEAVE CONVERSION UPON RETIREMENT

1) For employees who are eligible to retire, and do retire from the District:

    a) The employee may upon retirement elect to receive a one-time cash payment equal to 25 percent of the employee's accumulated Sick Leave at the employee's rate of pay at the time of retirement, less any applicable taxes and withholdings. Accumulated Sick Leave received as a one-time cash payment is not included as compensation for purposes of retirement related earnings reported to the Utah Retirement System ("URS").

    b) In the alternative, the employee may elect to convert 25 percent of the accumulated Sick Leave to continuing group health, dental and/or vision insurance coverage for the employee and any previously enrolled eligible dependents on a dollar-for-dollar basis. Under this option, the value of 25 percent of the employee's accumulated Sick Leave at the employee's rate of pay at the time of retirement will be held in reserve for the employee and applied to the applicable group insurance premium for the benefit of the employee and previously enrolled eligible dependents. This will continue until the employee's reserve is

exhausted, coverage periods have exhausted as required by law, or the employee and all previously enrolled eligible dependents become eligible for Medicare or health insurance under another group plan. The District will cash out and pay to former employee any remaining converted Sick Leave that is not used to pay for insurance premiums. This option is subject to all limitations, terms and conditions of the group insurance policy, federal law, and state law.

c) In the alternative, the employee may elect to convert 25 percent of the employee's accumulated Sick Leave, at the employee's rate of pay at the time of retirement, to purchase service credit in their 401(k) Plan or contribute to their Health Savings Account, subject to IRS guidelines, and only to the extent allowed under the law. Written notice of the employee's intention to exercise this option must be given to the District no later than four weeks prior to the employee's retirement date.

d) Under any of the above options, the remaining accumulated Sick Leave is surrendered to the District.

2) For Sick Leave accumulated through February 28, 2001 by District employees who are eligible to retire, and do retire, before reaching the age of Medicare eligibility:

a) The employee may elect to receive a one-time cash payment equal to 25 percent of the Sick Leave accumulated through February 28, 2001, at the employee's rate of pay at the time of retirement, less any applicable taxes and withholdings. Accumulated Sick Leave received as a one-time cash payment is not included as compensation for purposes of retirement related earnings reported to the URS.

b) In the alternative, the employee may elect to convert 50 percent of the Sick Leave accumulated through February 28, 2001 to continuing group health, dental and/or vision insurance coverage for the employee and any previously enrolled eligible dependents on a dollar-for-dollar basis. Under this option, the value of 50 percent of the employee's accumulated Sick Leave at the employee's rate of pay at the time of retirement will be held in reserve for the employee and previously enrolled eligible dependents and applied to the applicable group insurance premium for the benefit of the employee and previously enrolled eligible dependents. This will continue until the employee's reserve is exhausted, coverage periods have exhausted as required by law, or the employee and all previously enrolled eligible dependents become eligible for Medicare or health insurance under another group plan. The District will cash out and pay to former employee any remaining converted Sick Leave that is not used to pay for insurance premiums. This option is subject to all limitations, terms and conditions of the group insurance policy, federal law, and state law.

c) The employee may elect to convert 50 percent of the Sick Leave accumulated through February 28, 2001, at the employee's rate of pay at the time of retirement, to purchase service credit in their 401(k) Plan, subject to IRS guidelines, and only to the extent allowed

under the law. Written notice of the employee's intention to exercise this option must be given to the District no later than four weeks prior to the employee's retirement date.

d) For items (b) and (c) above, the Sick Leave accumulated through February 28, 2001 will be reduced accordingly if the Sick Leave balance falls below the original accumulated balance at any time during the employee's tenure at the District.

e) Under any of the above options, the remaining accumulated Sick Leave is surrendered to the District.

3) Any conversion of Sick Leave upon retirement is contingent upon an adequate unencumbered appropriation in an approved budget.

8-9 VACATION LEAVE

1) Only regular full-time employees are eligible for paid Vacation Leave.

2) Vacation Leave accrual is as follows based on the number of years of service completed (whether continuous or intermittent) as a full-time employee:

a) Date of hire thru year 4: 80 hours per year

b) 5 year anniversary thru year 9: 120 hours per year

c) 10 year anniversary and beyond: 160 hours per year

3) A completed year is calculated from the date of hire.

4) Upon hire, full-time employees shall receive an advancement of 40 hours of Vacation Leave. Accrual of additional Vacation Leave will begin after the thirteenth pay period of continual employment.

5) Accrual of Vacation Leave starts upon the employee's date of hire and is available for use after their first pay date.

6) Eligible employees may carry over to the following calendar year a maximum of 320 hours. The employee will forfeit any amount beyond the maximum allowed carry over.

7) Employees must receive prior approval from their supervisor before taking Vacation Leave.

8) Employees may use their vacation time at their discretion.

9) Employees are encouraged to use Vacation Leave in one-hour increments and to use at least 80 hours per calendar year.

10) Vacation Leave benefits will be calculated based on the employee's rate of pay at the time of the leave and will not include any special forms of compensation such as incentives, overtime, bonuses or shift differentials. For exempt employees, an hourly equivalent of their salary, based upon a 40-hour workweek, will be used.

11) The District will not grant advances on Vacation Leave except as noted in Section 8-9(4) of this P&P.

12) Any accrued, unused vacation will be cashed out at termination of employment at the employee's rate of pay at the time of termination, less any applicable taxes and withholdings. If an employee terminates employment prior to the completion of six months of continual employment, any remaining amount of unused advanced Vacation Leave as outlined in Section 8-9(4) of this P&P will not be paid out at termination. Accumulated Vacation Leave cashed out upon termination is not included as compensation for purposes of retirement related earnings reported to the URS. Upon retirement, any accrued, unused vacation will be cashed out or converted only as described in the District's Vacation Conversion Upon Retirement Policy.

13) Vacation Leave is not counted as time worked for purposes of calculating overtime.

8-10 VACATION CONVERSION UPON RETIREMENT

1) Upon retirement all employees who accumulate vacation time are entitled to a cash payout, at their rate of pay at the time of retirement, for accumulated vacation time, less any applicable taxes or withholdings. Accumulated Vacation Leave cashed out upon termination is not included as compensation for purposes of retirement related earnings reported to the URS.

2) In the alternative the employee may elect to convert their accumulated Vacation Leave to continuing group health, dental, and/or vision insurance coverage for the employee and any previously enrolled eligible dependents on a dollar-for-dollar basis. Under this option, the value of the employee's accumulated Vacation Leave at the employee's rate of pay at the time of retirement will be held in reserve for the employee and applied to the applicable group insurance premium or Medicare supplement for the benefit of the employee and previously enrolled eligible dependents. This will continue until the employee's reserve is exhausted, coverage period has exhausted as required by law, or the employee and all previously enrolled eligible dependents become eligible for Medicare or health insurance under another group plan. Conversion of Vacation Leave to insurance coverage ceases for the employee and previously enrolled eligible dependents as each becomes eligible for Medicare or health insurance under another group plan. The District will cash out and pay to employee any remaining converted Vacation Leave that is not used to pay for insurance premiums or Medicare supplement. This option is subject to all limitations, terms and conditions of the group insurance policy, federal law, and state law.

3) In the alternative the employee may elect to have the accumulated vacation time, at the rate of pay at the time of retirement, contributed to their 401(k) Plan or Health Savings Account, subject to IRS guidelines, and only to the extent allowed under the law. Written notice of the employee's intention to exercise this option must be given to the District no later than four weeks prior to the employee's retirement date.

4) Any conversion of Vacation Leave upon retirement is contingent upon an adequate unencumbered appropriation in an approved budget.

8-11 PERSONAL LEAVE

1) Only regular full-time employees are eligible for paid Personal Leave.

2) Eligible employees receive 40 hours of paid Personal Leave at the beginning of each calendar year.

3) Personal Leave for new employees will be prorated for the first calendar year as follows based on hire date:

   a) January 1-March 31: 40 hours

   b) April 1-June 30: 30 hours

   c) July 1-September 30: 20 hours

   d) October 1-December 31: 10 hours

4) Personal Leave may be used at the employee's discretion.

5) Personal Leave does not carry over from year to year and cannot be converted or cashed out.

6) Personal Leave must be used by the last full pay period of the calendar year to avoid forfeiting any paid leave.

7) Personal Leave can be used in minimum increments of one-quarter hour.

8) Employees must receive prior approval from their supervisor before taking Personal Leave.

9) Personal Leave benefits will be calculated based on the employee's rate of pay at the time of absence and will not include any special forms of compensation such as incentives, overtime, bonuses or shift differentials. For exempt employees, an hourly equivalent of their salary, based upon a 40-hour workweek, will be used.

10) Personal Leave is not counted as time worked for purposes of calculating overtime.

11) The District will not grant advances on Personal Leave.

8-12 LEAVE WITHOUT PAY

1) Leave without pay requires prior authorization from the GM. Employees absent from their regularly scheduled work shift without authorization are subject to disciplinary action up to and including termination.

2) Employees will not accrue Vacation or Sick Leave while on an unpaid leave of absence. Leave accruals are contingent upon active employment and the receipt of regular wages. Accordingly, any period during which an employee is not receiving pay (excluding paid leave such as vacation, sick, personal, holiday pay, or any other leave described in this chapter) will not count toward the accrual of Vacation or Sick Leave benefits. This applies to all types of unpaid leave, including but not limited to unpaid medical leave and leaves of absence under the Family and Medical Leave Act (FMLA) when such leave is unpaid.

8-13 EMERGENCY LEAVE ASSISTANCE PROGRAM

1) Employees may voluntarily donate hours of accrued vacation leave to another regular full-time employee if the recipient meets all of the following qualifications:

    a) Recipient, their spouse, child, or parent have a serious health condition, as that term is defined by FMLA or the recipient has a family emergency, as subject to approval by GM.

    b) Recipient has exhausted all accrued sick, vacation, and personal leave hours.

    c) Receipt of donated leave must comply with applicable income protection insurance requirements (i.e., short term disability).

2) Employee's donations may not exceed 120 hours in a calendar year (January 1 through December 31).

3) Donating employee's remaining vacation leave balance shall not be less than 80 hours.

4) Donations must be made in full hour increments.

5) Based on the request, donated time off will be provided to the recipient on a pay period basis to a maximum of 12 calendar weeks. Any unused donated time off will remain with the donating employee.

6) Employees will be paid at their current rate of pay, not the rate of the donor.

7) Donated hours cannot be converted to cash.

8) Donated vacation leave is not counted as time worked by the recipient for purposes of calculating overtime.

9) The District will not grant advances on donated vacation leave.

10) All requests must be approved by the department manager and the GM.

8-14 HOLIDAYS

1) Only regular full-time employees are eligible for paid holidays.

2) Employees receive eight hours of holiday leave per holiday.

3) The GM will announce 13 paid holidays annually.

4) Holiday leave benefits will be calculated based on the employee's rate of pay at the time of the leave and will not include any special forms of compensation such as incentives, overtime, bonuses or shift differentials. For exempt employees, an hourly equivalent of their salary, based upon a 40-hour workweek, will be used.

5) Holiday leave is counted as time worked for purposes of calculating overtime.

6) Non-Exempt employees working the holiday (the actual date of the holiday not the observed date of the holiday) will be paid at two and one-half times their hourly rate. Non-exempt employees scheduled to fill scheduled shifts to facilitate 24-hour shift work will be compensated for the scheduled shift that has a majority of its hours on the actual date of the holiday (i.e., the night shift employee on the evening prior to the holiday and the day shift employee on the day of the holiday will get pay at two and one-half times their hourly rate; the night shift employee on the night of the actual holiday will be paid at the regular hourly rate).

8-15 BEREAVEMENT LEAVE

1) Only regular full-time employees are eligible for paid Bereavement Leave.

2) In the event of the death of a spouse, domestic partner, or child, the employee will be paid for scheduled work time from the date of death through the day of the funeral or memorial service, not to exceed five working days. The employee will be permitted one additional day of Bereavement Leave on the day following the funeral or memorial service if all of the following apply: (1) such service is held more than 150 miles distance from the employee's residence; (2) the employee attends the service; and (3) the day following the service is a regular work shift.

3) In the event of the death of a parent or an individual acting in loco parentis, sibling, current stepmother or stepfather, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild; or domestic partner's relative as if the domestic partner were the employee's spouse; or death of an individual with whom an employee shares minor child(ren), the employee will be paid for scheduled work time from the date of death through the day of the funeral or memorial service, not to exceed three working days. The employee will be permitted one additional day of funeral leave on the day following the funeral or memorial service if all of the following apply: (1) such service is held more than 150 miles distance from the employee's residence; (2) the employee attends the service; and (3) the day following the service is a regular work shift.

4) In the event of a miscarriage or stillbirth, i.e., spontaneous or accidental loss of a fetus regardless of gestational age or duration of the pregnancy, where (1) the employee would have been a biological parent of a child born as a result of the pregnancy; (2) the employee provides documentation establishing that the employee was intended to be an adoptive parent of a baby born as a result of the pregnancy; or (3) the employee provides documentation establishing a valid gestational agreement through which the employee would have been a parent of a child born as a result of the pregnancy, the employee will be paid for scheduled work time not to exceed three working days immediately following the date of miscarriage or stillbirth.

5) In the event of the death of a relative other than those identified in paragraphs 2 and 3, eligible employees will be paid for scheduled work time, not to exceed one day, to attend funeral services. The employee will be permitted one additional day of Bereavement Leave on the day following the funeral or memorial service if all of the following apply: (1) such service is held more than 150 miles distance from the employee's residence; (2) the employee attends the service; and (3) the day following the service is a regular work shift.

6) In the event of a non-bloodline relative or friend, eligible employee will receive up to four hours of paid leave to attend funeral services.

7) Upon their supervisor's approval, employees may use any accrued leave to obtain additional paid time off.

8) The District will make reasonable efforts to provide unpaid time off determined by the GM to be appropriate for the situation.

9) While exceptions will be made as warranted in the case of a death of an immediate family member, employees are required to get advance approval from their supervisor or manager prior to taking Bereavement Leave. Failure to do so may result in denial of leave.

10) Bereavement Leave benefits will be calculated based on the employee's rate of pay at the time of the leave and will not include any special forms of compensation such as incentives, overtime, bonuses or shift differentials. For exempt employees, an hourly equivalent of their salary, based upon a 40-hour workweek, will be used.

11) New employees are immediately eligible for Bereavement Leave.

12) Bereavement Leave is not counted as time worked for purposes of calculating overtime.

13) The District may require a copy of an obituary or other information to confirm attendance at funeral services.

8-16 JURY DUTY AND WITNESS LEAVE

1) Regular full-time employees will receive paid leave for jury duty.

2) Except as excused by their immediate supervisor, employees on Jury Duty Leave should return to work if released by the court prior to the end of the regular working day in time to make it practicable to return to work.

3) Employees may retain any compensation received for jury duty or witness fees.

4) While temporary employees do not receive paid leave for jury duty, the District will provide unpaid time off so they can attend to their civic responsibilities.

5) Regular full-time employees who are serving as witnesses in litigation in which the District is a party will receive their regular wage or salary while attending court or serving as a witness.

6) Employees who are subpoenaed to serve as witnesses in court actions that do not involve the District will receive their regular wage or salary.

7) Jury Duty and Witness Leave will be calculated based on the employee's rate of pay at the time of the leave and will not include any special forms of compensation such as incentives, overtime, bonuses or shift differentials. For exempt employees, an hourly equivalent of their salary, based upon a 40-hour workweek, will be used.

8) Jury Duty and Witness Leave is not counted as time worked for purposes of calculating overtime.

8-17 MILITARY SERVICE

1) The District will not deny initial employment, reemployment, retention in employment, promotion, or any benefit of employment by the District on the basis of military service, performance of service, application for service, or obligation. The District will comply with all applicable statutes, including Employment and Reemployment Rights of Members of the Unified Services Act, 38 U.S.C. § 4301 *et seq.*, and Utah Code Ann. §§ 71-10-1 *et seq* and any amendments thereto.

8-18 MATERNITY LEAVE

1) Regular full-time employees are eligible to receive up to six weeks of paid Maternity Leave for physical recovery following the delivery of a child. Thereafter, the District may require eligible employees to use other accrued paid leave (Sick Leave, Personal Leave and Vacation Leave) before going on unpaid leave status. This leave will run concurrently with the Family and Medical Leave Act ("FMLA"). Receipt of donated leave must comply with applicable income protection insurance requirements (i.e., short-term disability). FMLA requires 30 days advance note for foreseeable events. If a District holiday occurs while the employee is on paid maternity leave, such day will be shown on the employee's pay stub as holiday pay, but will be charged against paid maternity leave and will not extend the total paid maternity leave entitlement.

8-19 PARENTAL LEAVE

1) Regular full-time employees who become parents through birth, adoption or foster care may take up to two weeks of paid leave to care for and bond with the child. Parental Leave will start on the date of the child's birth or, in the case of adoption or foster care, the date the child is placed in the employee's home. Parental Leave will run concurrently (during the same period of time) with FMLA (if applicable). FMLA requires 30 days advance note for foreseeable events. If a District holiday occurs while the employee is on paid parental leave, such day will be shown on the employee's pay stub as holiday pay, but will be charged against paid parental leave and will not extend the total paid parental leave entitlement.

2) An employee who is eligible for Maternity Leave will also be eligible for Parental Leave.

8-20 FAMILY AND MEDICAL LEAVE ACT LEAVE

1) The District will comply with the requirements of FMLA. The following generally describes FMLA leave; however, if there is any discrepancy between this policy and FMLA, the provisions of FMLA apply.

2) Eligible employees are entitled to up to 12 weeks of unpaid FMLA leave within the calculated leave year for the following reasons:

    a) For incapacity due to pregnancy, prenatal medical care, or child birth

    b) To care for the employee's child within one year after birth or placement for adoption or foster care within one year of placement

    c) To care for the employee's spouse, child or parent who has a serious health condition

    d) For the employee's own serious health condition that makes the employee unable to perform their job

3) Military Family Leave Entitlements:

   a) Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12 week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

   b) FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member who is a spouse, son, daughter, parent or next of kin (nearest blood relative other than the covered service member's spouse, parent, son or daughter) of the eligible employee, during a single 12-month period. Covered service member means (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, or (2) a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

   c) During the single 12-month period for service member care leave, an eligible employee is entitled to a combined total of 26 weeks of service member care leave and leave for any other FMLA-qualifying reason, provided that the eligible employee may not take more than 12 weeks for any other FMLA-qualifying reason during this period. For example, in the single 12-month period an employee could take 12 weeks of FMLA leave to care for a newborn child and 14 weeks of service member care leave, but could not take 16 weeks of leave to care for a newborn child and 10 weeks of service member care leave.

4) A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.

5) Subject to the terms, conditions and limitations of the applicable plan, benefits will be provided by the District for the length of time on leave. The employee must continue to pay any portion of the premiums that the employee would typically pay if not on leave.

6) If employees do not return to District service after the expiration of FMLA leave, they may be required to repay the District for any paid benefit contributions made for employees during any qualified unpaid leave period unless the reason they do not return to work is:

   a) the continuation, reoccurrence, or onset of a serious health condition that entitles the employee to leave to care for a child, parent or spouse with a serious health condition, or

   b) if the employee is unable to perform the functions of his or her position due to his/her own serious health condition, or

c) other conditions beyond his or her control that prevent them from returning.

7) Eligible employees are those who have worked for the District for at least one year and who have worked 1,250 hours within the previous 12-month period.

8) To the extent practicable, employees must give the District 30 days advance notice of needed FMLA leave.

9) Eligible employees may request up to a maximum of 12 weeks of FMLA leave (or 26 weeks as explained above) within a 12-month period. Any FMLA leave may not exceed this maximum limit.

10) The District uses the 12-month period measured forward from the date the employee first uses FMLA leave.

11) Eligible employees will be required to first use any accrued paid leave time (Sick Leave, Personal Leave, Vacation Leave) before taking unpaid FMLA leave. This accrued paid leave time will be included as part of the maximum 12 weeks leave.

12) Leave time benefit accruals (Vacation Leave and Sick Leave) will continue during any unpaid leave.

13) Employees requesting FMLA leave must submit sufficient information for the District to determine if the leave qualifies for FMLA protection and the anticipated timing and duration of leave. Employees must also inform the District if the requested leave is for a reason for which FMLA leave was taken or previously certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

14) If the employee fails to timely return a requested certification, FMLA leave may be denied.

15) So that an employee's return to work can be properly scheduled, an employee on FMLA leave should provide the District with at least two days advance notice of the date the employee intends to return to work.

16) When FMLA leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

17) If an employee fails to report to work at the end of the approved leave period, the District will assume that the employee has resigned.

8-21 REASONABLE ACCOMMODATIONS FOR PREGNANT WORKERS

1) As required by the Pregnant Workers Fairness Act ("PWFA") and the Utah Antidiscrimination

Act ("UADA"), the District will provide reasonable accommodations to employees and qualified applicants with known limitations related to pregnancy, childbirth or related medical conditions, unless the accommodation will cause undue hardship to the District's operations.

2) An employee or qualified applicant may request an accommodation due to pregnancy, childbirth or a related medical condition by submitting the request in writing to the District's HR Manager. The accommodation request should include an explanation of the pregnancy-related limitations, the accommodation needed and any alternative accommodation(s) that might be reasonable. Depending on the nature of the accommodation, the individual may be requested to submit a statement from a health care provider substantiating the need for the accommodation.

3) Upon receipt of a request for accommodation, HR will contact the employee or qualified applicant to discuss the request and determine if an accommodation is reasonable and can be provided without significant difficulty or expense, i.e., undue hardship.

4) While the reasonableness of each accommodation request will be individually assessed, possible accommodations include allowing the individual to:

   a) Sit while working.
   b) Drink water during the workday.
   c) Receive closer-in parking.
   d) Have flexible hours.
   e) Receive appropriately sized uniforms and safety apparel.
   f) Receive additional break time to use the bathroom, eat and rest.
   g) Take time off to recover from childbirth.
   h) Be excused from strenuous activities and/or activities that involve exposure to compounds deemed unsafe during pregnancy.

5) An employee may request paid or unpaid leave as a reasonable accommodation under this policy; however, the District will not require an employee to take time off if another reasonable accommodation can be provided that will allow the employee to continue to work.

6) For up to one year after an employee gives birth, any employee who is breastfeeding will be provided reasonable break times to express breast milk. The District has designated the Mothers Lounge for this purpose.

   a) Employees must schedule time through their supervisor to use the Mothers Lounge. Employees who work offsite or in other locations will be accommodated with a private area as necessary.

   b) A small refrigerator reserved for the specific storage of breast milk is available. Any breast milk stored in the refrigerator must be labeled with the name of the employee and the date of expressing the breast milk. Any nonconforming products stored in the refrigerator may

be disposed of. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage, refrigeration, and tampering.

c) Breaks of more than 20 minutes in length will be unpaid, and recorded on timesheets where appropriate.

7) The District prohibits any retaliation, harassment or adverse action due to an individual's request for an accommodation under this policy or for reporting or participating in an investigation of unlawful discrimination under this policy.

8-22 FAIR LABOR STANDARDS ACT COMPLIANCE

1) Exempt employees will be paid for their performance on a salary basis in accordance with the Fair Labor Standards Act ("FLSA"). Deductions from exempt employees' pay that are barred by the FLSA are prohibited.

8-23 REPORTING WORK HOURS

1) Non-exempt employees are required to accurately and completely report all of their work time on approved District time keeping systems. At the conclusion of each pay period, employees must review and approve their reported hours prior to their supervisor's approval. Exempt employees are not required to report their work hours, but are required to report any leave time that is used during a pay period.

8-24 EMPLOYEE CLASSIFICATIONS

1) *Regular full-time employees*: an employee who works in a designated full-time position and who is normally scheduled to work at least a 40-hour workweek.

2) *Temporary employees*: an employee hired directly by the District (not through a temporary agency) for an unspecified period, for a specific task, on a seasonal basis, and/or who is assigned to work on an intermittent and/or irregular basis. Temporary employee status does not change to "regular" employee status simply by length of service, but requires a formal change of status by the District.

8-25 EMPLOYEE NOTIFICATION OF CHANGES TO PERSONAL INFORMATION

1) Employees are expected to help the District keep their personnel records current by immediately reporting to the HR Manager any changes to their:

a) Address
b) Telephone number
c) Marital status

d) Number of dependents
e) Emergency contact information
f) Educational achievements
g) Change in W-4 information
h) Any change that would affect eligibility to work in the United States (I-9 form)
i) Driver's license
j) Professional certifications

2) Changes to some of the items noted above may also be submitted directly by the employee through the online payroll management system for approval by the HR Manager.

8-26 NEPOTISM

1) Due to the potential for perceived or actual conflicts, the District will not hire relatives of persons currently employed by the District.

2) "Relative" means a father, mother, husband, wife, son, daughter, sister, brother, grandfather, grandmother, uncle, aunt, nephew, niece, grandson, granddaughter, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law (Utah Code Ann.§ 52-3(1)(e).

3) Department managers are responsible for monitoring changes in employee relationships after initial hire to ensure compliance with this policy. Employees are responsible for immediately reporting any changes to their supervisor.

4) If any employee, after initial hire or change in employment, becomes a relative of an immediate supervisor or of another person currently employed by the District who is in the same line of authority in which that employee can initiate or participate in decisions involved a direct benefit to the relative, one of the affected individuals must seek a transfer or a change in the reporting relationship. Such changes must be approved by the department manager. If a decision cannot be made by the affected employees within 14 days of reporting, reassignment will be made on direction of the department manager and the HR Manager.

5) The District realizes that there may be existing employment relationships that run counter to this policy. It is the purpose of this policy to encourage the reduction of these relationships and to avoid creating any new situations where relatives are employed in "sphere of influence" relationships. In these existing situations, employees will be expected to fulfill this policy by excluding themselves from participation in personnel decisions/actions in which a relative is involved.

6) "Personnel decisions/actions" are defined as decisions related to hiring, retention, transfer, promotion, discipline, wages, and leave requests.

7) This policy applies to all current employees and candidates for regular, full-time employment.

This policy does not apply to temporary employees.

8-27 EQUAL EMPLOYMENT OPPORTUNITY

1) The District is an equal employment opportunity employer. The law prohibits employment discrimination and harassment due to:

   a) Race
   b) Color
   c) National origin
   d) Sex (including pregnancy)
   e) Age (forty and older)
   f) Religion
   g) Disability as defined by law
   h) Veteran or military status
   i) Sexual orientation or gender identity
   j) Any other class protected under federal, state or local laws.

2) Illegal discrimination, harassment, and retaliatory conduct are prohibited in all aspects of employment, including hiring, compensation, training, promotions, performance evaluations, benefits, etc.

3) Any employee found to have engaged in discriminatory, harassing or retaliatory conduct is subject to immediate disciplinary action, up to and including termination.

4) The District will not tolerate any form of illegal harassment, or other abusive conduct, including verbal, visual and physical conduct that demeans or shows hostility toward an individual based on a protected class.

5) Employees who believe they have been subjected to illegal discrimination, harassment or retaliatory conduct in the workplace should immediately notify their Department Manager or the District's HR Manager. Management will initiate a prompt, thorough investigation and will take remedial action, as appropriate. Reports of discrimination, harassment and/or retaliatory conduct are treated as discreetly and confidentially as practical.

6) Retaliatory conduct is defined as taking adverse action against an employee because the employee has made a discrimination, harassment or retaliation complaint, or because the employee has testified, assisted or participated in any manner in an investigation, proceeding, or hearing relating to violation of this policy.

8-28 APPEAL FROM DISCIPLINARY ACTIONS

1) Employee disciplinary actions are final and effective when made or managers or GM, subject to the appeal process described here. Although there is an appeal process, the employment

relationship is still "at-will."

2) Any such disciplinary action which involves termination, suspension for more than two days without pay, or involuntary transfer to a position with less remuneration for a disciplinary reason may be appealed to the GM, except when the termination or involuntary transfer is as a result of a layoff or reorganization. Such appeal shall be initiated by written notice received by the GM detailing briefly the date and nature of the disciplinary action appealed from and a summary of the grounds for the appeal. Such written notice must be received by the GM within 10 calendar days after the disciplinary action.

3) If an appeal is timely filed, the GM shall schedule a hearing within 30 calendar days of receiving a request for an appeal hearing.

    a) The GM has discretion to set, on a hearing-by-hearing basis, all necessary requirements for the hearing to provide a fair, efficient and professional process.

    b) The employee who is the subject of the termination, suspension, or transfer may examine the evidence received and provide additional evidence to be considered by the GM.

    c) At the conclusion of the hearing, or within 15 calendar days thereafter, the GM shall make written findings determining whether there is just cause for the disciplinary action taken against the employee.

    d) If the GM finds that adverse action was taken in violation of the District's policies, the GM may order (a) reinstatement of the employee at the same level as before the adverse action; (b) the payment of back wages; (c) full reinstatement of fringe benefits; or d) other action as deemed appropriate by the GM.

4) Those employees under the direct supervisory authority of the GM subject to the disciplinary procedures outlined in this section, may appeal the decision by the GM to the Management Advisory Committee (MAC) as outlined above. Decisions of the MAC shall be made by majority vote and are final.

5) If the employee wishes to appeal the decision of the GM, a further appeal may be taken to the MAC. Such appeal shall be initiated by written notice received by the MAC via the GM or HR Manager detailing briefly the date and nature of the disciplinary action appealed from and a summary of the grounds for the appeal. Such written notice must be received by the GM or HR Manager within 10 calendar days after the GM decision. No additional evidence will be received by the MAC.

    a) If an appeal is timely filed, the MAC shall schedule a hearing within 30 calendar days of receiving a request for an appeal hearing.

    b) The MAC has discretion to set, on a hearing-by-hearing basis, all necessary requirements

for the hearing to provide a fair, efficient and professional process.

c) The employee who is the subject of the termination, suspension, or transfer may appear in person and be represented by legal counsel, challenge the witnesses whose testimony is to be considered, and examine the evidence to be considered by the MAC as previously received by the GM.

d) The employee and the District management may call witnesses and offer evidence which bears upon the issues presented by the disciplinary action. If the employee intends to call a witness who is an employee of the District, the employee shall file a written request with the GM or GM's designee at least 10 days before the hearing, and the GM or GM's designee shall arrange for the appearance of the witness(es).

e) At the conclusion of the hearing, or within 15 calendar days thereafter, the MAC shall make written findings determining whether there is just cause for the disciplinary action taken against the employee.

f) If the MAC finds that adverse action was taken in violation of the District's policies, the MAC may order (a) reinstatement of the employee at the same level as before the adverse action; (b) the payment of back wages; (c) full reinstatement of fringe benefits; or d) other action as deemed appropriate by the MAC.

g) The decision of the MAC shall be made by majority vote and are final. Any appeal must be taken in accordance with applicable law.

8-29 DELEGATION OF EMPLOYMENT MATTERS TO GM

1) The GM is delegated authority to determine employment and discipline guidelines that are consistent with the P&P, instructions of the Board, budget appropriations, and applicable law.

2) The GM should from time to time consider appropriate, consistent guidelines regarding compensation, health, dental, vision, life, accident, disability, long-term care and retirement benefits, COBRA compliance, workers compensation, telecommuting, education, recruiting, leave benefits, FMLA compliance, FLSA compliance, contract employees, new hires, standards of conduct, drug and alcohol testing, security, safety, equal opportunity compliance and public relations. To the extent appropriate, these should be summarized in the Employee Manual or in other written form. Substantive changes to the Employee Manual and/or other written guidelines shall be brought to the Management Advisory Committee's attention promptly.

8-30 EMPLOYEE AUTHORIZATION STATUS

1) The District is, and shall remain, registered with the federal "status verification system" (E-verify or current equivalent). The District will use this "status verification system" to verify

the federal employment authorization status of new employees in keeping with state and federal law.

8-31 ENROLLMENT IN MEDICARE

1) At the time an employee reaches the age of Medicare eligibility and anytime thereafter, the employee has the option to voluntarily drop the District's group health insurance coverage and enroll in Medicare. If the employee elects to enroll in Medicare, the District will reimburse the employee to cover the costs of Medicare and Medicare Supplements, subject to available appropriations in the budget. Reimbursement of Medicare premiums and Medicare supplements will not exceed the amount the District pays for group health insurance coverage and Health Savings Account contributions.

2) In preparation for an employee's enrollment in Medicare, the employee has the option to cease contributions from the District to their Health Savings Account and instead receive those contributions as monthly earnings or a lump sum payment until retirement. These earnings may be subject to taxation.

8-32 CRIMINAL BACKGROUND CHECKS

1) The District may require an applicant for a position as a regular full-time employe or an applicant for a position as a temporary employee to submit to a criminal background check as a condition of employment if, in the judgment of the Board or the GM, the individual may be in a position to affect the safety or security of District works and waters or affect the safety or well-being of patrons, visitors, and employees of the District. Criminal background checks will comply with applicable law, including Utah Code § 34-52-201.

2) As a condition of continued employment, the District may require existing employees to consent to and complete a criminal background check on a periodic basis.

3) Criminal background check procedure:

    a) If requested by the GM, each individual will consent to a criminal background check conducted by a third party provider.

    b) The criminal background check may include county criminal search; national sex offender, SSN, alias, OFAC, nationwide criminal history system, and motor vehicle records.:

4) The District will then evaluate the result of the criminal background check in accordance with the criteria described below, to the extent allowed by law:

    a) If a criminal background check reveals that an individual failed to accurately disclose a criminal history, the District may reject the application for employment, terminate

employment, restrict or deny access to District works and/or waters, or take other security measures.

b) If the District reasonably believes the record is accurate, the GM shall determine the candidate's suitability for the position at issue. Unless otherwise provided by law, factors considered in determining suitability may include, but are not limited to the following:

i) relevance of the crime to the position sought;
ii) the nature of the work to be performed;
iii) time since the conviction;
iv) age of the candidate at the time of the offense;
v) seriousness and specific circumstances of the offense;
vi) the number of offenses;
vii) any relevant evidence of rehabilitation or lack thereof; and
viii) any other relevant information, including information submitted by the candidate or requested by the District

5) The District shall provide written notice to the individual who is the subject of the criminal background check that a criminal background check has been requested. Such notice shall be given to this person within three business days of the request for the background check.

6) If the District rejects an application for employment based on information obtained through a criminal background check, the District shall:

a) Notify the individual in writing; and

b) Give the individual an opportunity to respond by filing a written request for review which identifies the reason(s) for review with the MAC as outlined in Section 8-28(5) of the P&P. The MAC will consider whether the information supplied by the individual warrants an exception to the policy.

7) Information obtained through criminal background checks under this Chapter shall be classified and protected from disclosure as "private and protected records," as described in Sections 7-10 and 7-12 of the P&P.

8) The information obtained through a criminal background check under this Chapter shall be used only to determine employment.

8-33 WHISTLEBLOWER POLICY

1) Pursuant to the Utah Protection of Public Employees Act, Utah Code Ann. Title 67, Chap. 21. (the "Act"):

a) The District will not take adverse action against an employee because the employee, or a person authorized to act on behalf of the employee, communicates in good faith (1) the waste or misuse of public funds, property or manpower; or (2) a violation or suspected violation of a law, rule or regulation adopted under the law of Utah, a political subdivision of Utah, or a recognized entity of the United States. The District encourages employees to report such issues either to their immediate supervisor, the HR Manager, or anonymously through the employee suggestion box located in the Administration building copy room. The employee reporting such issues is not responsible for investigating the activity or for determining fault or corrective measures. The GM or GM's designee is responsible for investigating and coordinating corrective action.

b) The District will also not take adverse action against an employee because the employee participates or gives information in an investigation, hearing, court proceeding, legislative or other inquiry, or other form of administrative review held by the District.

c) The District will not take adverse action against an employee because the employee has objected to or refused to carry out a directive that the employee reasonably believes violates a law of Utah, a political subdivision of Utah, or the United States, or a rule or regulation adopted under the authority of the laws of Utah, a political subdivision of Utah, or the United States.

2) Employees who believes they are being retaliated against (i.e., termination, compensation, work assignments, threats, etc.) in violation of this policy or the Act must file a complaint/grievance with the independent personnel board, by delivering the complaint/grievance to the HR Manager, within 10 calendar days of the adverse action that was taken. The independent personnel board consists of the Executive Committee or its designee. The independent personnel board will conduct a hearing within 30 calendar days of the receipt of the complaint/grievance by the HR Manager, unless otherwise mutually agreed upon by the District and the employee. At the hearing, the District has the burden of proof, by a preponderance of the evidence, to establish by substantial evidence that the District's action was justified by reasons unrelated to the employee's good faith actions set forth in section (1) above. The employee may appear in person and be represented by legal counsel and examine the evidence to be considered by the independent personnel board. The District may represent itself or it may be represented by legal counsel. The independent personnel board has discretion to set, on a hearing-by-hearing basis, all necessary requirements for the hearing to provide a fair, efficient and professional process.

3) The independent personnel board shall render its decision and enter its order within 10 calendar days of the hearing. Decisions of the independent personnel board are final. Any appeal must be taken in accordance with applicable law.

4) If the independent personnel board finds that adverse action was taken in violation of this policy or the District's regulations, the independent personnel board may order (a) reinstatement of the employee at the same level as before the adverse action; (b) the payment of back wages; (c) full reinstatement of fringe benefits; (d) full reinstatement of seniority rights; or (e) if the adverse action includes failure to promote, if the employee would otherwise

have been promoted, a pay raise that results in the employee receiving the pay that the employee would have received if the employee had been promoted. The independent personnel board may also order an employee who violated the Act to pay a civil fine of not more than $500.

5) The District will post notices and use appropriate measures to keep employees informed of their rights and obligations under the Act. Employees will be provided a copy of the Act when they are hired, when they request a copy, and when they file a complaint/grievance under this policy or the Act.

6) The District will comply with the Act as it is revised and amended by the Utah Legislature from time to time.

CHAPTER 9
VEHICLES AND TRAVEL

Last Updated: June 15, 2026

9-1 USE OF DISTRICT AND PERSONAL VEHICLES

1) Except when an employee has been provided with a monthly vehicle allowance, District employees are encouraged to use District vehicles when conducting District business. If a District vehicle is not available or it is not practicable to use one, then an employee may use his or her personal vehicle and submit a mileage reimbursement request within 30 days of travel. Mileage reimbursement shall be consistent with IRS guidelines for deductible expenses.

    a) The GM has discretion to provide to those District employees who frequently use vehicles for District business, or those District employees who must respond to District facilities in emergencies after hours, an assigned District vehicle for commuting to and from work, District business and *de minimis* personal travel, such as a brief stop for a personal errand which is not out of the way.

2) Board authorization is required for use of District vehicles for personal use other than *de minimis* use.

9-2 MARKINGS

1) All District vehicles shall be marked with the District logo as required by Utah Code Ann. § 41-1a-407(1)(a) and (b). The GM shall have discretion to determine whether particular vehicles are marked and in what fashion, in accordance with Utah Code Ann. § 41-1a-407(2)(d) and (e).

9-3 PERSONAL AUTO INSURANCE DEDUCTIBLE

1) Personal vehicles used for District business must be insured. The District may require confirmation of insurance before employees are authorized to use personal vehicles for District business.

2) If an accident occurs while a District employee is driving a personal vehicle while engaged in District business, the District, under the following circumstances, will reimburse the employee for the amount of his or her vehicle insurance deductible:

    a) The accident is reported to the applicable law enforcement agency promptly; the agency completes and prepares a report; and the employee promptly provides his or her supervisor with a copy of the report, along with proof of insurance coverage for the vehicle involved.

b) The employee did not cause or contribute to the accident by acts or omissions which were intentional, reckless or grossly negligent.

c) At the time of the accident, the employee had collision damage insurance coverage on the vehicle involved.

3) Payment by the District under this subparagraph is limited to the amount of the deductible up to a maximum of Two Thousand Dollars ($2,000.) If the damage to the vehicle was caused, or contributed to, by the acts or omissions of a third party who was not a District employee, the employee involved shall act reasonably and promptly to see that the District is reimbursed by the third party or the third party's insurer.

9-4 CONDUCT

1) All employees shall use safety restraints as required by law when in any motor vehicle on District business. All employees shall exercise reasonable care, obey all traffic signals and laws, and act courteously and responsibly while operating any motor vehicle on District business.

9-5 DRIVER LICENSE AND RECORD

1) Each employee who is required to operate vehicles as part of his or her duties with the District shall maintain a valid driver license of the appropriate class. Employees are expected to know whether their duties with the District require a Commercial Driver License.

2) Each employee is expected to report promptly to his or her supervisor upon the occurrence of any of the following events:

a) Any suspension, revocation or invalidity of the driver license of that employee, if that employee is required to operate vehicles as part of his or her duties;

b) Any change in the class, status or restrictions of a driver license of that employee which may require a change in work assignments by the District in order to comply with applicable law; and

c) Any citation for driving under the influence of alcohol, and any citation for a moving violation, received while driving a District vehicle.

3) The District may periodically obtain the driving record of any employee who is required to operate vehicles as part of his or her duties. Employees shall cooperate as reasonably requested to make such driving record available to the District.

9-6 AUTHORIZED REIMBURSABLE TRAVEL

1) It is the policy of the District to reimburse Trustees and employees for reasonable costs associated with authorized travel while on District business. Trustees are authorized to attend conferences, seminars or meetings when their attendance is related to their duties as Trustees, and in the judgment of the Chair of the Board, attendance will benefit the District. Trustee travel reimbursement shall be authorized in advance by the Chair. Payment of Trustee reimbursement will be supervised by the GM. Employees are authorized to attend conferences, seminars or meetings when their attendance is related to their duties as District employees and their attendance will, in the judgment of the GM, benefit the District. All overnight travel of District employees for District business shall be approved in advance by the GM.

9-7 TRAVEL ARRANGEMENTS

1) Travel arrangements shall be made with the assistance of the GM or his/her designee, including registration for conferences, seminars, or other meetings, transportation, lodging, car rental, etc. In making travel arrangements for transportation, lodging and car rental, the District should consider several available service providers (including, for example, the Utah State Travel Office, private travel companies and reservation services, or on-line internet services); shall seek the best available rate given the needs of the traveler and the District, and the specific details of the planned travel; and shall inquire about the availability of discounts or price concessions for government employees. The GM need not price hotel accommodations for seminars where the Trustee or employee will be staying in the hotel where the conference meetings will be held. The GM shall act reasonably to document the steps taken to conform with the provisions of this Section 9-7.

9-8 PER DIEM TRAVEL ALLOWANCES AND ADVANCES

1) Travel expenses shall be reimbursed, and may be advanced, based upon the city per diem allowed under IRS guidelines for deductible expenses. Travel expenses not otherwise defined under IRS guidelines shall be arranged and approved in accordance with the provisions of Section 9-7 above. The GM may authorize a reimbursement or advance under special circumstances in excess of the city per diem allowed under IRS guidelines, so long as the decision is documented by the GM.

2) Instructions and forms requesting travel advances shall be adopted by the GM. It is the traveler's responsibility to obtain approval far enough in advance to process the advance request in a routine manner. If travel plans change, or if for any other reason the per diem amount advanced exceeds that allowed by IRS guidelines, any excess must be returned to the District promptly.

3) Receipts shall be kept to the extent required by applicable IRS city per diem guidelines, or if the traveler seeks to be reimbursed for expenses in excess of IRS city per diem guidelines. Receipts for personal meals are not required.

9-9 CREDIT CARDS

1) District credit cards may be used for authorized travel to pay reimbursable travel expenses if used in a manner consistent with any applicable instructions of the GM and the District's Fiscal and Budget P&P.

CHAPTER 10
SAFETY POLICY STATEMENT

Last Updated: June 15, 2026

1) Safety is a paramount and primary concern of the District. The GM will actively promote safety at all District facilities.

2) The District adopts state OSHA regulations as its own safety standards, except as supplemented or superseded by specific standards or programs implemented by the GM. A District Safety Manual shall be compiled and periodically reviewed under the direction of the GM. The District Safety Manual shall be readily available for review by District employees.

3) The GM shall appoint a Safety Team made up of employees from different departments. The Safety Team shall meet regularly to review incident/accident reports, make recommendations to the department managers and the GM regarding incidents/accidents, and perform safety inspections.

4) The GM or his/her designee shall periodically report to the Management Advisory Committee on the District's Safety Program.

5) All District personnel, contractors, and invitees are expected to comply with applicable District safety standards and programs, and conduct themselves in a reasonably safe manner at all times.

6) The Board will provide the GM with the authority, support, and resources reasonable and necessary to implement these policies in a manner which is consistent with applicable state and federal law and other instructions of the Board.

CHAPTER 11
CROSS CONNECTION CONTROL

Last Updated: June 15, 2026

1) The District shall not allow any connection to any portion of the District's water treatment or conveyance systems which may jeopardize the quality or integrity of those systems or the District's treated water. Cross connections shall not be allowed unless controlled by an approved and properly operating backflow prevention assembly.

2) Employees shall implement an effective District cross connection control program which meets all applicable requirements of state and federal safe drinking water statutes, rules, and regulations. The District's cross connection control program shall include at least the following elements, and compliance shall be documented on an annual basis:

   a) This cross connection control policy shall be reviewed at least annually, and appropriate changes shall be recommended to the Board, in order to enable the District to maintain appropriate and functional authority to enforce the District's cross connection control program.

   b) The District shall provide appropriate and effective public education or awareness materials or presentations, alone or in cooperation with the Public Utility Departments of Salt Lake City and Sandy City, and/or the District's surplus customer and conjunctive management partner, the Jordan Valley Water Conservancy District.

   c) All District operators shall be trained as appropriate in the area of cross connection control and backflow prevention.

   d) The District shall maintain appropriate written records of cross connection control activities.

   e) The District shall maintain appropriate documentation of backflow prevention assembly test history and on-going enforcement activities.

CHAPTER 12
POLICIES FOR NON-DISTRICT USE OF DISTRICT LAND AND INTEREST IN LAND

Last Updated: June 15, 2026

This chapter of the P&P contains policies governing the use of District property interests by persons or entities other than the District.

PART 1
GENERAL PROVISIONS

12-101 PURPOSE

This Chapter of the P&P is intended to:

1) provide guidelines and authorization processes for use of District Lands by others, *see* Utah Code § 17B-2a-603;

2) protect and maintain District property for its intended use;

3) describe uses that will generally allow the District to
   a) maintain its ability to have necessary, proper, and timely access to District Lands and infrastructure;
   b) minimize the costs to the public by protecting reasonable constructability for future infrastructure, repair, and replacement projects;
   c) minimize costs to the public by avoiding litigation;
   d) minimize the exposure to liability claims;
   e) provide security; and
   f) fulfill the District's fiduciary responsibilities to protect District assets for the benefit of the District's member cities and the water users served by those member cities;

4) balance the objectively reasonable interests of property owners impacted by District easements in the reasonable use of and protection of their property with the purposes of District right to utilize and protect District assets; and

5) describe when agreements are required to document balance between the needs of the District and Affected Parties.

12-102 INTENT

1) General Implementation. The District's intent is to implement these objectives and provide these protections in a fair, timely, and reasonable manner.

2) Critical Public Infrastructure. The District's facilities are critical public infrastructure. The District is charged with the obligation to put the interests of its member cities and the water users served by those member cities above other interests, including the interests of adjoining landowners, and the interests of the public generally. Use of District Land will be subject to all applicable federal, state, and local statutes, regulations, rules, and ordinances.

3) Fair Market Value of Use of District Fee Lands. The District holds title to District Fee Lands for the benefit of its member cities and the water users served by those member cities. As a result, the District is generally obligated by state law to charge present fair market value for use of District Fee Lands, unless the District has statutory authority to the contrary. (*See, e.g.*, *Salt Lake Cty. Comm'n v. Salt Lake Cty. Attorney,* 985 P.2d 899 (Utah 1999); *Municipal Building Authority of Iron Cty. v. Lowder*, 711 P.2d 273 (Utah 1985); *Sears v. Ogden City*, 533 P.2d 118 (Utah 1975)). Utah Code Ann. § 17B-1-103(2)(t) allows the District to permit uses of District Fee Lands by adjoining landowners or political subdivisions of the State for less than present fair market value if the Board finds that doing so is in the best interests of the District and the public.

12-103 DEFINITIONS

As used in this chapter:

1) "Affected" means the owner of property encumbered by District Easement or the owner of property adjacent to District Fee Land, or another individual or entity seeking to use District Lands.

2) "Agreement" means the agreement issued to an Applicant who has successfully completed the application process. An agreement may be in the form of a Cooperation Agreement, Easement Agreement, Temporary Use Permit, or another document as determined appropriate by the GM.

3) "Applicant" means a person or entity who applies for issuance of an agreement from the District to use District Lands.

4) "Board" means the Board of Trustees of the Metropolitan Water District of Salt Lake & Sandy.

5) "Corridor" means the lands the District has the right to use for the purposes of its pipeline infrastructure, including related works, equipment, and facilities. The Corridor may consist of fee or easement. See 12-104 for further description.

6) "District" means the Metropolitan Water District of Salt Lake & Sandy.

7) "District Lands" means any lands the District has the right to use. Lands may include fee, easement, permit, or a similar legal right.

a) "District Fee Lands" means land owned by the District in fee simple.

b) "District Easement Lands" means property where the District has a legal right that gives it permission to use a portion of another person's property for an identified purpose. For example, the District holds easements for portions of its pipelines and infrastructure.

8) "Encroachment" means a non-District use within District Lands.

9) "EC" means the District's Engineering Committee, a committee of the Board.

10) "Exception" means an exception to this Chapter for the purposes described in 12-106.2 as may be granted by the District's Board of Trustees under 12-501.

11) "GM" means the District's General Manager.

12) "Hazardous Materials"

a) include those substances included within the definitions of hazardous substances, hazardous materials, toxic substances, or solid waste pursuant to:
   i) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq*.,
   ii) the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. § 6901, *et seq*.,
   iii) the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1981, *et seq*., and
   iv) the regulations promulgated pursuant to such statutes;

b) those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) as hazardous substances;

c) those substances listed by the United States Environmental Protection Agency as hazardous substances (40 CFR Part 302 and amendments thereto); and

d) such other substances, materials, and wastes which are or become regulated or which are classified as hazardous or toxic under applicable federal, state, or local laws, statutes, ordinances, or regulations. This does not include public sewers.

13) "Licensee" means the person or entity that is a party to an Agreement with the District for use of or within District Lands. Any reference in these policies to Licensee should also be interpreted as referring to Licensee's contractors, subcontractors, employees, agents, or representatives.

14) "Reclamation" means the United States Department of the Interior Bureau of Reclamation. Reclamation designed and constructed the SLA and originally held title to the SLA and SLA Corridor.

12-104 CORRIDOR

1) The Corridor may include any or all of the following pipelines:

   a) Little Cottonwood Conduit – Raw Water (LCC-RW). The LCC-RW is a pipeline and associated facilities constructed by Salt Lake City in 1931 to convey water from Little Cottonwood Creek. In 1960, the LCC-RW was modified to supply raw water to the Little Cottonwood Water Treatment Plant. In 2014, the District received title to the LCC-RW, its Corridor, and related improvements. The LCC-RW Corridor is 33 feet wide, centered on the pipeline.

   b) Point of the Mountain Aqueduct (POMA). POMA is a pipeline and associated facilities constructed by the District in 2006 to convey raw water to the District's Point of the Mountain Water Treatment Plant, and to carry treated water to the District's member cities and others. The District owns and is responsible for the operation and maintenance of all POMA facilities. The POMA Corridor varies in width and is a combination of District Fee Lands, District Easement Lands, and agreements with Draper City and Sandy City.

   c) Salt Lake Aqueduct (SLA). The SLA is a pipeline and associated facilities constructed between 1939 and 1951 under authority of the Reclamation Act of 1902 and the Public Works Administration Appropriation Act of 1938. The SLA conveys raw water from Deer Creek Reservoir to the Little Cottonwood Water Treatment Plant and treated water from the Little Cottonwood Water Treatment Plant to a terminal reservoir near the mouth of Parley's Canyon. The SLA Corridor was procured in tracts, generally 125 feet in width, and consists of District Fee Lands, District Easement Lands, and agreements.

   d) Salt Lake Aqueduct Replacement (SLAR). The SLAR is a pipeline and associated facilities constructed by the District beginning in 2024 to meet water delivery obligations and improve reliability, resiliency, and redundancy of the water delivery system. The SLAR Corridor is generally 50 feet wide and is a combination of District Easement Lands, District Fee Lands, and public right of way.

   e) Corridor Exclusions. For the purpose of this Chapter, the following properties are not considered part of the Corridor:

Tract or Parcel	Location	Exclusion[1]
SLA Tract 118	Provo Canyon	Greater than 50 feet left and 100 feet right of SLA centerline

Parcel 140440046	Pleasant Grove	Greater than 50 feet right and 75 feet left of SLA centerline
SLA Tract 300	Pleasant Grove	Greater than 50 feet right and 75 feet left of SLA centerline
SLA Tract 342	Highland	Greater than 50 feet right and 75 feet left of SLA centerline
SLA Tract 343	Highland	Greater than 50 feet right and 75 feet left of SLA centerline
SLA Tract 349B	Draper	Greater than 100 feet either side of SLA centerline
Little Cottonwood Water Treatment Plant	Cottonwood Heights	Excluded entirely
Parcels 2226401006 and 2226253046 (10MGR)	Cottonwood Heights	Excluded entirely
468A	Millcreek	Greater than 50 feet either side of centerline
Parcel 1626428011 (Terminal Reservoir)	Millcreek	Excluded entirely
Parcel 1626201040	Millcreek	Excluded entirely

[1] Right and left descriptions are as if looking downstream from the centerline.

12-105 RIGHTS

1) District Rights. The application of these policies will necessarily vary depending upon the nature of the interest of the District in the District Lands. The District's rights should be reviewed for each property in applying these policies. For example, the SLAR Corridor specifically disallows certain uses that may be permitted elsewhere on District Easement Lands.

2) District Assumption of Reclamation Agreements. Reclamation historically provided, by agreement, Affected Parties the right to use portions of the SLA Corridor pursuant to 43 United States Code § 387; 43 Code of Federal Regulations, Part 429; and Reclamation Manual/Directives and Standards LND 08-01. As a condition of title transfer, the District assumed all of the rights and responsibilities of Reclamation under then-valid Reclamation agreements for use of the SLA Corridor. Many of these agreements with Reclamation have expired or will expire. The District is not obligated to extend such expired agreements.

3) SLA Rights Reserved by the United States. Pursuant to the Provo River Project Transfer Act, Pub. Law. 108-382, and a title transfer agreement among the District, the Provo River Water Users Association and the United States, the United States transferred the title of the SLA

Corridor to the District and the United States reserved an easement for the continued, lawful, non-motorized public access across the SLA to adjacent public lands. The United States also reserved an easement for Central Utah Project facilities within a portion of Utah County. All uses of the SLA Corridor are subject to these easements. No action taken pursuant to these policies should be interpreted as adversely impacting such interests of the United States.

12-106 STANDARDS

1) Clear District Lands Serve the Public Best. District Lands were acquired to operate, maintain, repair, and replace District infrastructure and are most effective when clear of unrelated obstructions. The District's goal is to maintain District Lands in a manner that will serve the District's need to safely and efficiently accomplish its mission of reliably delivering water to its member cities and others.

2) Site Characteristics. How the District addresses a particular non-District use of District Lands may vary based on location, topography, current or future use by the District, the District's property interest, existing and past agreements, and other similar factors. For example, areas more vulnerable to seismic events, or slope instability, or more prone to require emergency repairs may have stricter requirements than areas without those characteristics.

3) Standard Specifications. The GM is authorized to develop Standard Specifications for any work to be performed on District Lands or close enough to District Lands to potentially impact the District's rights. The purpose of the specifications is to direct use of and construction in, and in some cases near, District Lands and infrastructure. The District may make changes to the Standard Specifications from time to time as it deems appropriate.

PART 2
GENERAL LAND USE PROVISIONS

12-201 AUTHORITY

1) Adoption. The Board adopts and oversees the District's Policies and Procedures.

2) Administration. The EC administers this chapter on behalf of the Board. The EC is authorized to recommend to the Board changes and exceptions to this Chapter. The EC also reviews and recommends action to the Board on appeals.

3) Uses Compliant with this Chapter. District staff is authorized to create, and the General Manager to approve, Agreements for use of District Lands by Affected Parties in compliance with this chapter.

4) Uses Permitted with Conditions. Uses permitted with conditions (**C**) as described in this Chapter may be approved by the EC by Agreement if reasonable conditions can be implemented to permit the use without unreasonably interfering with the purpose of the District

Lands. If reasonable conditions cannot be implemented, the use may be denied. Expense to the District (current or reasonably anticipated) is an appropriate consideration in determining conditions; expense to the Affected Party is not.

5) Uses Not Considered in this Chapter. The EC or Board may authorize Agreements in addition to those the staff is authorized to issue by this chapter, or make exceptions to the policies, where doing so would serve the interests of the District and the public the District serves.

12-202 PROCUREMENT AND DISPOSAL OF PROPERTY

1) Procurement. The District may procure property as is necessary or convenient for the administration of its duties, including through eminent domain.

2) Disposal. The District will make reasonable efforts to comply with its obligation to receive fair market value for disposal of property, and will take reasonable efforts to act within the District's limited authority to dispose of District Lands or any right or interest in District Lands if said disposal is in the best interest of the District, its member cities, and the water users served by those member cities. As set forth in Section 6-5 of this P&P, and as required by Utah Code Ann. § 17B-1-103(8), any disposal or conveyance of District Lands must comply with Utah Code Ann., Title 11, Chapter 1, Part 2 ("Disposal of Public Property").

12-203 USE OF DISTRICT LANDS BY OTHERS

1) Compliance. Use of District Lands shall be in compliance with this chapter.

2) Grandfathering. Many uses of District Lands have occurred since the acquisition of the District Lands. The District does not recognize existing uses as exempt from these policies (i.e., grandfathering). Uses inconsistent with these policies should be resolved at the time of an Agreement or Agreement renewal.

3) Proactive Coordination. The District may proactively communicate with individuals using District Lands to bring those uses consistent with this Chapter, including payment of all required fees and charges as applicable. The District should continually review District Lands to identify uses that may violate the District's rights.

4) Existing Conflicting Uses. Where existing uses are in conflict with this Chapter, the District will seek to bring them consistent with policy. Some uses may require coordination or means, beyond cost, that render their removal impossible. Such uses may include private utility connections that must cross District Fee Lands to a lateral or structures that were previously constructed overhanging District Lands, or roads maintained by a city for the public. These existing uses shall be considered on a case-by-case basis by the Board as an exception request (see Section 12-501).

5) Adverse Possession. Interests cannot be acquired in District Lands through adverse possession, prescriptive use, acquiescence, or similar. *See* Utah Code Ann. § 78B-2-216.

6) Resolution. The District will work with Affected Parties using or seeking to use District Lands to find solutions to appropriately protect the District and the Affected Party. Where an Affected Party is using or seeking use of District Lands uses District Lands in a manner inconsistent with this policy, the District may consider options to resolve unauthorized use up to and including litigation. In exigent circumstances, the GM together with the Board Chair and General Counsel may initiate legal action to terminate encroachments if determined to be in the best interests of the District. In the absence of the Board Chair, the Vice Chair or Secretary may approve such decisions. A report to the Board of such actions must be made as soon as practicable.

7) Public Trails. Public, non-motorized recreational trails may be developed on portions of District Lands in a manner that does not adversely impact the security of, or the District's ability to construct, operate, maintain, repair, or replace District facilities.

8) Restoration.

   a) Fee Lands. Replacement or repair of non-District uses on District Fee Lands are the responsibility of the Licensee, even if removal or damage is a result of the District's exercise of its rights. Licensees may replace or repair uses approved by a valid Agreement following their removal or damage unless the District exercises its rights to limit or eliminate use.

   b) Lands other than District Fee Lands. Replacement or repair of uses on lands where the District does not hold fee should be the responsibility of the Affected Party, even if removal or damage is a direct result of District's exercise of its rights, unless the District is otherwise obligated to make such repairs or restoration, by agreement or otherwise. Permitted uses in compliance with this chapter should generally be reasonably replaced by the District as a result of District activity on land where the District does not hold fee. Some uses may be permitted with the condition that the Licensee is responsible for the cost of removal and/or replacement of the conditioned use.

12-204 FEES

1) Schedule. The GM should recommend a fee schedule for fees consistent with these policies for approval of the Board.

2) District Fee Land. Fees for Agreements should be reasonably calculated to generally recover direct and indirect costs to the District associated with evaluating, approving, and administering such Agreements as to District Fee Land by others, including costs such as appraisal or survey, while taking reasonable steps to minimize charges. The District will also receive reasonable compensation for residential and commercial uses of District Fee Lands.

3) District Easement Land. Where the District holds an interest other than fee, the District should be responsible for direct and indirect District costs associated with evaluating, approving, and administering Agreements.

12-205 SERVICE INTERRUPTIONS

1) Service Interruption or Restriction. The District operates year-round and is critical to the water supply of hundreds of thousands of people. **Service interruptions of any kind must be expressly authorized in advance in writing by the Board, and are not permitted except in very extraordinary circumstances.** Unauthorized interruptions or restrictions to District operations will not be tolerated and could result in the responsible party paying any and all incidental and consequential damages including, but not limited to, lost revenue from water sales, personnel time, all costs required to return the affected infrastructure back to its full-service capacity, any costs incurred by the District's member cities that are over and above the normal costs associated with the affected infrastructure, the value of the water which could not be used due to the interruption, and third party claims tied to lack of water.

2) Contamination of Water Supply. Water conveyed and treated by the District is for municipal and industrial water supply. **The District will not allow or tolerate the introduction of matter of any kind into water conveyance facilities by others.** Agreements should require that in the event of a hazardous material spill, or if there is any release of matter into the water, the Licensee shall notify the District immediately.

3) Unauthorized Interruption or Restriction. **Unauthorized interruptions or restrictions to District service, or introduction of matter of any kind into water conveyance facilities will likely result in criminal and civil actions, particularly if determined to be willful or negligent. The District will participate in and direct vigorous enforcement activities against any persons who cause, or who are associated with causing, any unauthorized interruptions or restrictions to District service.** In exigent circumstances, the GM together with the Chair and General Counsel may initiate legal action if determined to be in the best interests of the District. In the absence of the Chair, the Vice Chair or Secretary may approve such decisions. A report to the Board of any such action must be made as soon as practicable.

PART 3
NOTICE

12-301 BLUE STAKES

1) The District participates in Blue Stakes of Utah excavation notification center (Utah Code Ann. Title 54, Chapter 8a).

12-302 APPLICATION

1) Forms. The GM is authorized to develop application forms, instructions, guidelines, and procedures to guide Applicants and staff through the application process and resolution thereof.

2) No Guarantee. An application for use of District Lands does not guarantee an Agreement. Staff will consider the application materials and determine if the application can be approved with no changes, negotiate changes with the Applicant to bring the application into compliance, or reject the application. Applicants shall be notified of the determination in writing. An application may be denied if the District determines the requested use is not in the District's best interest.

3) Active Time. An Application may be considered inactive when it has had no response from the Applicant for a period of 30 consecutive days following communication from the District.

4) Changes to this Chapter While Applications are Pending. An Application that is substantially complete and is being diligently pursued will be considered for approval based upon this chapter as adopted at the time the District receives such Application, with the following exceptions: 1) applicable amendments to this chapter that are pending before the Board or a committee of the Board at the time an Application is received, and that are adopted before the Agreement is signed by the District, will apply; and 2) amendments to this chapter that occur after receipt of an Application and before the Agreement is signed by the District will apply if the GM determines there is a compelling reason to apply such amendments.

12-303 AGREEMENT

1) Form. Agreements should be on a form carefully tailored to reflect the approved use and to protect the District's interests. Agreements may contain terms, conditions, and/or limitations that are not reflected in standard Agreement forms, prior agreements, or this chapter.

2) Agreement Required. The GM is authorized to enter into Agreements that are consistent with these policies and applicable law on behalf of the District. All activities conducted on District Lands pursuant to an Agreement should be in conformity with these policies or an exception thereto.

    a) An Agreement is required on District Fee Lands for all non-District use including, but not limited to, access, earthwork, construction, and landscaping.

    b) Agreements are not generally required for permitted uses within District Easement Lands. Agreements are required for conditional uses and where exceptions have been granted.

3) Holistic. Agreements should address all uses within District Lands, and not solely those within an application. This may require additional work by the Applicant to remove existing uses or cause them to be in compliance with this chapter, or for the District to acknowledge existing uses with deferred action through the exception process.

4) Modifications to Existing Agreements. Any material modification to a previously approved use requires a new Agreement or addendum to an existing Agreement.

5) Agreement Duration. Appropriate durations provide the opportunity to regularly review use of District Lands with Affected Parties.

   a) District Fee Lands. The GM has discretion to determine Agreement durations provided they do not exceed 25 years for a private person or organization or 50 years for a public organization.

   b) District Easement Lands. As to lands where the District's interest is not fee, the GM has discretion to determine the Agreement durations that are in the District's interest. Where an opportunity is available to define reasonable uses within District Easement Lands, a perpetual duration may be appropriate.

6) Agreement Renewal. At the end of the term of an Agreement, the Licensee may be required to remove the Encroachment or renew the Agreement, as is consistent with the then-existing policies and the District's rights. The Licensee should be required to pay all required fees and charges as applicable to renew the Agreement.

7) Licensees Responsible for Employees, Contractors. Licensees should be held liable for failure of their employees, agents, contractors, or subcontractors to perform in strict conformity with an Agreement and these policies.

8) Denial of Agreement. The District is not obligated to allow third-party use of District Fee Lands, even if those uses are otherwise permitted under this chapter. The GM may deny a new or renewed Agreement if it is determined that such may jeopardize the interests of the District in a manner not contemplated by these policies or applicable laws.

9) Record Drawings for Licensed Uses. Licensees should be required to provide to the District record drawings where appropriate in a format acceptable to the District.

12-304 TEMPORARY USE PERMIT

1) Temporary Use. A Temporary Use is defined as one that does not include the installation of infrastructure, including landscaping, within District Lands. Such uses may include access, material storage, or parking for a limited period of time. District Lands impacted by a temporary use should be restored to their pre-use condition or better following the temporary use.

2) Permit. Temporary use of District Fee Land may be authorized through a Temporary Use Permit. Temporary use of District Easement Land that may be permitted with conditions may require a Temporary Use Permit. Temporary Use Permits may require conditions to protect

District Lands and infrastructure, such as a security deposit or drip pans for mechanical equipment.

PART 4
PROTECTION STANDARDS

12-401 GENERAL STANDARDS

1) Purpose. The purpose of this section is to provide guidance for use of District Lands by Affected Parties. The lists provided below are not exhaustive. Staff should consider all applications for use of District Lands on a case-by-case basis under the standards in the chapter as a guide.

2) Interpretation. The GM has authority to interpret and extrapolate the standards in this chapter for existing and requested uses of District Lands.

3) Deeds Govern. The deed or other document granting the District its interest in the subject land should be reviewed prior to making a determination. Where the deed or other document and these protection standards differ, the deed or other documents shall govern. Where the deed or other document is silent or unclear, these protection standards apply. For example, the SLAR Corridor specifically disallows certain uses that may be permitted elsewhere on District Easement Lands.

4) Access. Implementation of this Chapter shall consider access by the District to District infrastructure. For example, an Applicant may be required to relocate a desired use to ensure vehicular access to an aqueduct vault, or install a gate in a fence within District Lands.

5) Weight and Cover Requirements. Weight restrictions for District infrastructure shall be strictly observed. Uses should be designed to not exceed maximum allowable loads and meet minimum cover requirements of District infrastructure. For example, the SLA is composed of several classifications of reinforced concrete pipe. The lowest of these, A-class, is intended to be between three and seven feet deep and limit traffic to highway-rated (H20) vehicles. Appropriate cover shall be maintained above District infrastructure for access and constructability.

6) Security. Permitted uses of District Lands shall ensure appropriate security for District infrastructure.

7) Water-wise. Landscaping uses of District Fee Lands should incorporate water-wise plants and designs. New turf on District Fee Lands should not exceed 35% of the total use area.

8) Constructed for Others. Where uses will be constructed by or for a third party (e.g., developer), but dedicated to a municipality or other governmental entity, the District should require the

Agreement to be signed by both the developer and that municipality or other governmental entity.

12-402 MAINTENANCE

1) Landscaping. All landscaping uses within District Lands should be maintained by the Affected Party. For landscaping of District Fee Land, District maintenance of the remaining property should be considered. The Licensee may be required, by Agreement, to reduce or expand their use area to provide benefit to the District.

2) Roads, Driveways, and Walkways. Except as otherwise expressly agreed in writing by the District, road, driveway, and/or walkway maintenance (e.g., repair, replacement, snow removal) should be the responsibility of the owner of the road, driveway, and/or walkway and its successors.

3) Proactive District Trimming or Removal of Trees. The District may remove or trim trees, shrubs, and vines located within District Lands where such are on District Fee Lands or violate District rights. The GM is authorized to develop a proactive tree maintenance program to remove trees and/or portions of trees and branches within District Lands. This program does not exempt Licensees from their responsibility to maintain these features.

12-403 GRADING

1) Earthwork Adjacent to Corridors. Any fills and cuts on properties adjacent to District Lands should not be permitted to encroach onto District Lands without prior written approval by the District. Modifications of properties adjacent to District Lands should not be permitted to materially reduce lateral support for District infrastructure without prior written approval by the District.

2) Grading. Requests to grade District Lands should be reviewed to ensure there are no unintended or negative consequences to District infrastructure (current or future) or other properties. If permitted, the Agreement should include a grade restoration plan to occur with expiration of the Agreement or as otherwise required by District. The District may, by Agreement, require the Licensee to indemnify and defend District for the consequences of permitted grade changes.

3) Drainage. Existing drainage across or from District Lands should be maintained. The concentration of surface or subsurface drainage within District Lands limits District use of those lands and is not permitted.

12-404 USE TABLES

1) Permissions. The following tables show uses that are generally permitted (**P**), may be permitted with conditions (**C**), or are not permitted (**N**). Uses not shown may be extrapolated from similar uses (e.g., a flag pole and a basketball standard), or should be considered not permitted.

2) Agreements for Permitted Uses. The District will review requested uses on a case-by-case basis and is not obligated to permit any third-party use of District Fee Lands or any use of District Easement Lands where such would adversely impact the District's land interest or infrastructure. See Section 12-303 to determine when agreements are required, whether a permitted (**P**) use or may be permitted with conditions (**C**) use.

3) Application. These use tables are intended for third-party uses within District Corridors. Third-party uses of other District Lands, including treatment plants, pump stations, and reservoirs, shall only be permitted by the Board.

4) Landscaping and Play Equipment

Use Type	***Fee***[1]	***Easement***[1]
[2]Fence, concrete	N	N
[2]Fence, masonry block	N	N
[2]Fence, metal	C	P
[2]Fence, vinyl	C	P
[2]Fence, wood	C	P
Fire pit (with shutoff valve located outside District Lands)	N	C
Garden	P	P
Garden box	P	P
Landscape rock (greater than 36 inches in diameter)	N	C
Landscape rock (smaller than 36 inches in diameter)	P	P
Natural ground cover (grass, gravel, sand, mulch)	P	P
Pad, non-reinforced concrete or asphalt	N	C
Pad, reinforced concrete	N	C
Paver (free-sitting)	P	P
Play equipment (e.g., swing sets, slides, goal posts) – anchored	N	C
Play equipment (e.g., swing sets, slides, goal posts) – free-standing	N	P
Shrub (four feet or shorter at maturity)	P	P
Shrub (taller than four feet at maturity and within 20 feet of District infrastructure, including roads)	N	N
Shrub (taller than four feet at maturity and greater than 20 feet from District infrastructure, including roads)	N	P
Shaping (edging, curbing)	P	P
Sprinkler system (with shutoff valve located outside District Lands)	P	P

Tree (greater than 20 feet from District infrastructure, including roads)	N	P
Tree (within 20 feet of District infrastructure, including roads)	N	N
Vine	N	P
Water feature	N	N

[1] P = permitted, C = may be permitted with conditions, N = not permitted
[2] See corresponding Standard Specification for other requirements.

a) In-ground improvements such as pads should be separated at the Corridor boundary to promote ease of removal without damaging portions of the hard surface outside the Corridor.

b) Shrub height at maturity is defined using available data for the State of Utah, such as Utah State University's Shrub Selection for Utah Landscapes. Height at maturity is determined solely by the shrub species and not through trimming or similar maintenance.

5) Roads, Driveways, and Walkways.

Use Type	***Fee[1]***	***Easement[1]***
Amenities (e.g., signs, lights, medians, guardrails)	N	C
Curb, gutter, park strip, sidewalk	C	C
Private driveway, walkway	N	C
Private road	N	C
Public road (60º to 90º crossing of District Lands or infrastructure)	C	C
Public road (less than 60º or parallel to District Lands or infrastructure)	N	C
Public trail (motorized)	N	C
Public trail (non-motorized)	C	C

[1] P = permitted, C = may be permitted with conditions, N = not permitted

a) Public roads are not desirable within District Lands. If public roads are allowed within District Lands, alternative traffic access must be available to accommodate rerouted traffic for times of repair or replacement of District infrastructure or other use by District of District Lands.

b) Utilities are not considered to be part of the public road. See Section 12-7(14) for policies related to utility crossings.

6) Structures.

Use Type	***Fee[1]***	***Easement[1]***
Building (including overhang), footing or foundation	N	N
Building, no footing or foundation	N	C

Carport, free-standing	N	C
Deck	N	C
Pole, post (e.g., mailbox, flag pole, light pole) (greater than 20 feet of District infrastructure, including roads)	N	P
Pole, post (e.g., mailbox, flag pole, light pole) (within 20 feet of District infrastructure, including roads)	N	C
Pool	N	N
Retaining wall, footing	N	N
[2]Retaining wall, non-reinforced gravity block or non-grouted rock and not supporting a structure or road	N	C
Shed, free-standing	N	C

[1] P = permitted, C = may be permitted with conditions, N = not permitted
[2] See corresponding Standard Specification for other requirements.

c) Structures, where permitted or permitted with conditions, should not be connected to another structure. This will permit removal without damage to the connected structure.

7) Equipment, Materials, Animals.

Use Type	***Fee[1]***	***Easement[1]***
Animals – boarding	N	C
Animals – temporary (e.g., grazing)	N	P
Construction Materials (i.e., staging)	N	C
Equipment (e.g., vehicles, trailers) storage and/or parking – off road	N	P
Equipment (e.g., vehicles, trailers) storage and/or parking – roads or driveways	P	P
Materials (e.g., yard waste, litter, debris)	N	P
Salvage yard	N	N

[1] P = permitted, C = may be permitted with conditions, N = not permitted

a) Where a public road or parking area is approved by Agreement on District Fee Land, parking should be limited to reasonable uses and times. Long-term parking, or the parking of inoperable vehicles and/or equipment shall not be permitted.

b) Whether or not permitted, the parking or storage of equipment or boarding/grazing of animals should not block District access to District infrastructure.

8) Utilities.

Use Type	***Fee[1]***	***Easement[1]***
Utilities, commercial (60º to 90º crossing of District Lands or infrastructure)	P	P

Utilities, commercial (less than 60º or parallel to District Lands or infrastructure)	N	P
Utilities, residential, existing	C	P
Utilities, residential, new	N	P
Cell towers	N	N
Utility sleeves, pedestals, and similar infrastructure	N	P

[1] P = permitted, C = may be permitted with conditions, N = not permitted

a) Corrosion Protection. Metal pipes and high voltage power that are in close proximity to and may affect District infrastructure should be required to implement corrosion protection measures that provide proper protection of District infrastructure.

PART 5
APPEAL AUTHORITY AND EXCEPTIONS

12-501 APPEALS

1) Appeal. In the event an Applicant or Licensee disagrees with a determination related to their desired use of District Lands, the Applicant or Licensee may appeal the determination as described in this section.

2) Form. All appeals shall be in writing, explain in detail the bases for the appeal, and state clearly the relief sought.

3) Escalation. Appeals of a staff decision may be appealed to the Engineering Manager, of an Engineering Manager decision to the General Manager, and of a General Manager or EC decision to the Board.

4) Deadline. The written appeal must be received by the District within 30 calendar days following receipt of the decision that is being appealed. At the request of the person(s) filing the appeal, the Engineering Manager may extend the time for appeal upon good cause shown.

5) Appeals May be Decided on Information Submitted with Appeal. The individual or body addressing an appeal has discretion to resolve the appeal with or without information beyond the written appeal.

6) Resolution. A Board decision may result in an exception to policy specific to the Application, a modification to this chapter thereby resolving the appeal, or further denial. If the appeal is denied, Applicant may revise and resubmit an Application for uses consistent with this chapter.

Decisions to be in Writing. Decisions will be made in writing and delivered to the person(s) filing the appeal. The District may implement electronic notification