

Cottonwood Heights
Parks and Recreation
Service Area

Board of Trustees
Board Meeting

March 26, 2025

3:15 pm Work Session

4:00 pm Board Meeting

Cottonwood Heights Parks and Recreation Service Area

Board of Trustees

March 26, 2025

Work Session-3:15 pm

Board Meeting – 4:00 pm

AGENDA

WORK SESSION - *no action will be taken during the work session*

3:15 pm

- A. Update on logo design – Allie Brown/Ben Hill
- B. Capital Project updates – Ben Hill
- C. 2025 URPA Conference Review – URPA attendees
- D. Discussion of any items listed on the General Board Meeting Agenda

GENERAL BOARD MEETING

4:00 pm

GENERAL BUSINESS

- A. Welcome and Pledge of Allegiance
- B. Review and Approval of February 26, 2025 Board Minutes-Dan Morzelewski
- C. Review and Approval of the Financial Statement for February 2025 – Ben Hill
- D. Review and Approval of Accounts Payable Selected Entries for February 2025 – Lyse' Durrant

INFORMATION/DISCUSSION ITEMS

- A. Public Comment
- B. Board District Representation Reports – Trustees
- C. Safety Updates – Audrey Durfee
- D. Executive Director's Report – Ben Hill
- E. Discussion and Information regarding Policy # XII-Employment Classification - Melissa Ruff
- F. Information and Discussion regarding the 2025 Election Contract with SLCO - Ben Hill
- G. Information and Discussion regarding the Lease Agreement with Canyons School District for pools, locker rooms and racquetball courts - Ben Hill
- H. Information and Discussion regarding the possible lease with Zions Bank for new lawnmower that was approved in the 2025 budget - Lyse' Durrant

SPECIAL BUSINESS

- A. Consideration and Recommendation to Approve Election Contract with SLCO -Resolution 2025-5
- B. Consideration and Recommendation to Approve the Lease Agreement with Canyons School District for the pools, locker rooms and racquetball courts -2025-6

ADJOURN

CLOSED MEETING (if needed and voted upon) - a closed meeting to discuss litigation, property acquisition or the character and professional competence or physical or mental health of an individual

ADJOURN

The above items will be discussed at the Board meeting on March 26, 2025 at 4:00 p.m. with a work session held at 3:15 pm. This meeting will be held at the Cottonwood Heights Recreation Center, 7500 S. 2700 E. CWH, UT 84121. If you would like to submit written comment, please email all comments to lysed@cottonwoodheights.com. All comments received by 2:00 pm on March 26, 2025 will be summarized for the public record (Full name and address must be submitted as well). Comments made after that time will be forwarded to the Board of Trustees but will not be on the record. Posted on the PNW, CHPRSA website and Recreation Center.

**Minutes for the
General Board Meeting for the
Cottonwood Heights Parks and Recreation Service Area
Held at 7500 South 2700 East, Cottonwood Heights, Utah
On the 26th day of February 2025
Pursuant of Notice**

all minutes pending until approved at the following Board Meeting

Board of Trustees Present:

Dan Morzelewski

Patti Hansen

Bart Hopkin

Staff Present:

Ben Hill

Lyse' Durrant

Andrew Davis

Bonnie Harris

Audrey Durfee

Kevin Suchey

Allie Brown

Melissa Ruff

Alex Ihrig

A Work Session was held on February 26th @ 3:15pm where Mike Johnson from Cottonwood Heights City presented information about the Canyon Centre CDA, and there was discussion on any items listed on the General Board Meeting Agenda.

GENERAL BOARD MEETING

4:00pm

General Business

A. Pledge of Allegiance

- Ms. Brown led the Pledge of Allegiance.

B. Review and Approval of January 2025 General Board Meeting Minutes – Dan Morzelewski

- After review, Mr. Hopkin made a motion to approve the January 2025 General Board Minutes. Ms. Hansen seconded the motion. Motion carried unanimously with Mr. Morzelewski, Ms. Hansen and Mr. Hopkin voting “Yes.”

C. Review and Approval of the Financial Statement for January 2025 – Ben Hill

- Mr. Hill presented the Financial Statement for January 2025 to the Board.
- After review, Ms. Hansen made a motion to approve the January 2025 Financial Statement. Mr. Hopkin seconded the motion. Motion carried unanimously with Mr. Morzelewski, Ms. Hansen, and Mr. Hopkin “Yes.”

D. Review and Approval of Accounts Payable Selected Entries for January 2025 – Lyse’ Durrant

- Ms. Durrant presented the Accounts Payable Selected Entries for January 2025 to the Board.
- After review, Mr. Hopkin made a motion to approve the January 2025 Accounts Payable Selected Entries. Ms. Hansen seconded the motion. Motion carried unanimously with Mr. Morzelewski, Ms. Hansen, and Mr. Hopkin “Yes.”

INFORMATION/DISCUSSION ITEMS

A. Citizen/Customer Comments

- Howard Silver asked questions regarding the Sauna, Whirlpool, and parks.
 - Mr. Hill will talk with staff and address his concerns following the meeting.

B. Board District Representation Reports – Trustees

- The Board recognized Edy Wright, who passed away this past month, and honored her contributions to improving Golden Hills Park.

C. Safety Updates – Audrey Durfee

- Ms. Durfee gave the Board a monthly safety report.

D. Executive Directors Report – Ben Hill

INFORMATION & UPDATES:

- RFP – 2025 Facility Capital Maintenance Master Plan:
 - Proposals Due: Thursday, February 20th
 - Project Awarded to: VCBO Architecture
- 2025 TRCC Project – Bywater Park Improvements:
 - Reimbursement Contract with Salt Lake County (80/20 Split) – In Process
 - Playground Area Improvements – In Process (Big T Recreation)
 - Tennis Courts – Project Awarded to Renner Sports
 - Ballfield Fencing – Proposals Due: Friday, February 21st
 - Monument Sign - TBD
- CH2:
 - Report on Wednesday, February 12th Meeting:
 - Inter-Local Agreement Expires on June 30th:
 - Redline Discussions – In Process
 - Cost Analyst of the PTOS Maintenance Exhibit Cost w/ 110%:
 - Beginning Discussions – Tuesday, March 4th
 - Completion Goal – Thursday, May 1st
 - Indoor Pool Ducky Drop is Saturday, March 29th at 11AM
 - Planning a Work Session Lunch – City Council and Trustees – Early April
 - Easter Egg Hunt is Saturday, April 19th
 - Butlerville Days is July 24th – 26th
 - Next CH2 Meeting is Wednesday, March 19th at 10AM (Dan)
- Canyons School District:
 - Lease Agreement Expires on June 30th:
 - Redline Discussions – In Process
- URPA Conference – 2025 (St. George, UT):
 - Monday – Wednesday (March 10th – 12th)
 - Trustees (3) / Staff (Ben, Lyse', Melissa, Audrey, McKenna, Preston, Andrew, Morgan)
- Other Business:
 - CH Parks, Trails, Open Space Committee Meeting (December 18th)
 - Skate with Santa (December 21st)
 - CHPRSA – Safety Meeting (February 3rd)
 - CHPRSA – 2025 Employee Planning Training/Work Shop (February 5th)
 - UASD Board Meeting (Friday, February 14th)
 - Sweet Heart Skate (Friday, February 14th)
 - CDRA Public Hearing (Tuesday, February 18th)
 - 2025 Salt Lake County Elections Meeting (Friday, February 21st)
 - CH PTOS Committee Meeting (Wednesday, February 26th)

E. Interlocal Agreement with Canyon Centre CDA– Ben Hill

- Mr. Hill and the Board discussed the Canyon Centre CDA.
- To be brought back in Special Business

F. Discussion and Information regarding the Engagement Letter from K&C Accountants for 2024 Audit Services – Lyse’ Durrant

- Ms. Durrant presented information regarding the Engagement Letter from the K & C Accountants for 2024 Audit Services.
- To be brought back in Special Business

G. Information and Discussion regarding Policy #XVII: Benefits Policy – Melissa Ruff

- Ms. Ruff presented information regarding Policy #XVII: Benefits Policy.
- To be brought back in Special Business.

H. Information and Discussion regarding Policy #XXIV: Vehicle Usage Policy – Lyse’ Durrant

- Ms. Durrant presented information regarding Policy #XXIV: Vehicle Usage Policy.
- To be brought back in Special Business.

Special Business

A. Consideration and Recommendation to Approve updated Amendments with Canyon Centre CDA- Resolution 2025 – 1

- After review, Ms. Hansen made a motion to Approve updated Amendments with Canyon Centre CDA pending our Attorney’s approval- Resolution 2025-1. Mr. Hopkin seconded the motion. Motion carried unanimously with Mr. Hopkin, Ms. Hansen and Mr. Morzelewski voting “Yes.”

B. Consideration and Recommendation to Accept Engagement Letter from K & C Accountants for the 2024 Audit Services – Resolution 2025 - 2

- After review, Mr. Hopkin made a motion to Accept Engagement Letter from K & C Accountants for the 2024 Audit Service Resolution 2025-2. Ms. Hansen seconded the motion. Motion carried unanimously with Mr. Hopkin, Ms. Hansen and Mr. Morzelewski voting “Yes.”

C. Consideration and Recommendation to Approve Policy # XVII: Benefits Policy – Resolution 2025 - 3

- After review, Ms. Hansen made a motion to Approve Policy # XVII: Benefits Policy – Resolution 2025-3. Mr. Hopkin seconded the motion. Motion carried unanimously with Mr. Hopkin, Ms. Hansen and Mr. Morzelewski voting “Yes.”

D. Consideration and Recommendation to Approve Policy #XXVI: Vehicle Usage Policy – Resolution 2025 - 4

- After review, Mr. Hopkin made a motion to Approve Policy # XXVI: Vehicle Usage Policy – Resolution 2025 – 4. Ms. Hansen seconded the motion. Motion carried unanimously with Mr. Hopkin, Ms. Hansen and Mr. Morzelewski voting “Yes.”

Adjourned at 4:36pm

Cottonwood Heights Parks and Recreation
Monthly Consolidated Board Financials
February 2025

Ordinary Income/Expense
Income

	Feb 25	Budget	% of Budget	Jan - Feb 25	YTD Budget	% of Budget	Annual Budget
4000 · MEMBERSHIPS	62,297.07	58,000.00	107.41%	139,561.72	135,000.00	103.38%	790,000.00
4010 · SILVER SNEAKERS	10,069.00	8,500.00	118.46%	17,440.00	17,000.00	102.59%	100,000.00
4100 · ARENA ADMISSIONS	17,286.31	15,000.00	115.24%	46,609.33	44,000.00	105.93%	110,000.00
4120 · LTS GROUP SKATE LESSONS	14,114.17	6,500.00	217.14%	15,417.84	8,000.00	192.72%	55,000.00
4130 · BMS SKATE LESSONS	0.00	0.00	0.0%	0.00	0.00	0.0%	5,000.00
4140 · FREESTYLE	12,139.51	10,000.00	121.4%	21,461.93	20,000.00	107.31%	110,000.00
4150 · PRIVATE ARENA RENTAL	36,569.98	25,000.00	146.28%	59,489.28	47,000.00	126.57%	200,000.00
4160 · PRIVATE SKATE LESSONS	1,170.00	1,000.00	117.0%	3,531.00	2,000.00	176.55%	12,000.00
4200 · POOL ADMISSIONS	7,657.58	4,000.00	191.44%	17,319.70	13,000.00	133.23%	320,000.00
4210 · PUBLIC SWIM LESSONS	6,576.00	3,000.00	219.2%	11,033.50	7,100.00	155.4%	99,000.00
4220 · PRIVATE SWIM LESSONS	475.00	450.00	105.56%	1,200.00	900.00	133.33%	4,500.00
4230 · AQUACISE	16.00	400.00	4.0%	109.00	600.00	18.17%	5,000.00
4240 · SPECIALTY CLASSES	0.00	0.00	0.0%	440.00	400.00	110.0%	3,500.00
4250 · TEAM DUES	0.00	0.00	0.0%	0.00	0.00	0.0%	500.00
4255 · TEAM UNIFY INCOME	6,577.83	100.00	6,577.83%	12,105.01	3,100.00	390.48%	245,000.00
4260 · TEAM MEET FEES	24.00	1,500.00	1.6%	936.00	1,500.00	62.4%	13,000.00
4275 · INVITATIONAL	775.00	0.00	100.0%	775.00	0.00	100.0%	32,500.00
4280 · PRE-COMP	1,820.00	1,400.00	130.0%	3,395.00	2,800.00	121.25%	36,000.00
4290 · WATER POLO	0.00	0.00	0.0%	0.00	0.00	0.0%	7,000.00
4300 · TRACK ADMISSIONS	182.77	100.00	182.77%	376.73	200.00	188.37%	1,000.00
4310 · GYM ADMISSIONS	937.80	1,200.00	78.15%	2,141.45	2,300.00	93.11%	11,000.00
4320 · GYM RENTAL	3,337.50	2,000.00	166.88%	3,337.50	3,350.00	99.63%	20,000.00
4400 · RB COURT FEES	1,604.65	1,800.00	89.15%	4,027.40	3,600.00	111.87%	18,000.00
4500 · LOCKERS	1,000.00	600.00	166.67%	2,571.13	1,300.00	197.78%	7,000.00
4600 · AEROBICS/CYCLE	2,037.80	2,400.00	84.91%	4,763.86	4,800.00	99.25%	27,000.00
4605 · AEROBIC CAMPS	0.00	0.00	0.0%	1,520.50	1,500.00	101.37%	4,000.00
4610 · ROOM RENTAL	4,962.50	2,750.00	180.46%	11,343.75	5,250.00	216.07%	29,000.00
4630 · PERSONAL TRAINERS	472.00	325.00	145.23%	893.00	650.00	137.39%	3,500.00
4640 · WEIGHT ROOM	5,624.63	4,500.00	124.99%	12,280.97	11,000.00	111.65%	45,000.00
4660 · ADVERTISING	0.00	0.00	0.0%	0.00	0.00	0.0%	1,000.00
4700 · NURSERY	430.00	550.00	78.18%	882.00	1,100.00	80.18%	7,000.00
4710 · SNACK BAR	0.00	0.00	0.0%	0.00	0.00	0.0%	11,500.00
4720 · VENDING	629.28	1,000.00	62.93%	3,040.60	2,000.00	152.03%	15,000.00
4730 · PRO SHOP	184.92	150.00	123.28%	420.03	300.00	140.01%	4,250.00
4735 · POSTAGE/COPIES	2.00	5.00	40.0%	2.00	10.00	20.0%	50.00

Cottonwood Heights Parks and Recreation

Monthly Consolidated Board Financials

February 2025

	Feb 25	Budget	% of Budget	Jan - Feb 25	YTD Budget	% of Budget	Annual Budget
4740 · CANYON'S SCHOOL DISTRICT	0.00	0.00	0.0%	0.00	0.00	0.0%	202,323.00
4760 · REBATES	3,220.10	0.00	100.0%	3,220.10	0.00	100.0%	3,500.00
4800 · PAVILION	307.50	800.00	38.44%	1,147.50	1,450.00	79.14%	22,000.00
4810 · FIELD FEES	0.00	0.00	0.0%	100.00	0.00	100.0%	40,000.00
4820 · TENNIS	340.00	0.00	100.0%	1,000.00	150.00	666.67%	21,000.00
4821 · PICKLEBALL TOURNAMENT ENTRY	0.00	0.00	0.0%	0.00	0.00	0.0%	6,250.00
4823 · OUTDOOR COURT RESERVATIONS	330.00	750.00	44.0%	938.00	1,500.00	62.53%	7,500.00
4830 · ADMIN FEES	0.00	0.00	0.0%	0.00	0.00	0.0%	2,500.00
4916 · 5-K RACE INCOME	0.00	0.00	0.0%	25.00	0.00	100.0%	60,000.00
4918 · COTTONWOOD HEIGHTS CITY HOSTING	0.00	0.00	0.0%	0.00	0.00	0.0%	10,000.00
4920 · PROPERTY TAX REVENUE	23,203.43	18,000.00	128.91%	40,715.06	33,000.00	123.38%	2,920,000.00
4921 · FEE IN LIEU, ETC.	8,682.99	12,050.00	72.06%	18,103.21	23,300.00	77.7%	180,000.00
4930 · INTEREST INCOME	7,378.08	1,500.00	491.87%	15,981.40	3,500.00	456.61%	15,000.00
4960 · GAIN (LOSS) ON SALE OF EQUIP	0.00			300.00			
4965 · CWH CITY MNTNC CONTRACT	19,215.71	19,216.00	100.0%	38,431.42	38,432.00	100.0%	230,589.00
4972 · KIDS SPORTS CAMP INCOME	100.00	0.00	100.0%	100.00	0.00	100.0%	58,000.00
4973 · FLAG FOOTBALL INCOME	9,105.50	13,000.00	70.04%	20,399.50	23,000.00	88.69%	43,500.00
4974 · JR. JAZZ	0.00	0.00	0.0%	0.00	0.00	0.0%	39,500.00
4975 · CWH YOUTH SOCCER	17,537.50	15,000.00	116.92%	46,828.00	40,000.00	117.07%	80,000.00
5810 · INTEREST INCOME BOND	2,142.15			4,082.12			
Total Income	290,536.26	232,546.00	124.94%	589,796.54	504,092.00	117.0%	6,293,962.00
Gross Profit	290,536.26	232,546.00	124.94%	589,796.54	504,092.00	117.0%	6,293,962.00
Expense							
5000 · ADMIN/BENEFITED EMPLOYEES	42,768.02	42,470.00	100.7%	85,377.12	84,940.00	100.52%	559,814.00
5001 · ADMIN FICA,WC,S,V	3,321.81	4,884.00	68.01%	6,694.07	9,768.00	68.53%	64,379.00
5010 · WAGES/MANAGER ON DUTY	5,601.19	4,700.00	119.17%	10,336.43	9,800.00	105.47%	65,000.00
5020 · WAGES/NURSERY	1,986.76	2,750.00	72.25%	3,528.92	5,550.00	63.58%	36,650.00
5040 · WAGES/CSR	16,218.42	16,000.00	101.37%	30,800.76	32,000.00	96.25%	205,000.00
5041 · ADMIN WAGES/FICA,WRKCOMP	1,903.28	2,582.00	73.71%	3,581.56	5,331.00	67.18%	35,265.00
5100 · SALARIES/AQUATICS	19,005.32	19,237.00	98.8%	38,002.42	38,174.00	99.55%	249,520.00
5101 · AQUATICS, SALARY,FICA,WRKCOMP	1,562.44	2,212.00	70.64%	3,128.46	4,390.00	71.26%	28,695.00
5110 · WAGES/SWIM INSTRUCTORS	3,473.86	3,000.00	115.8%	5,756.08	6,000.00	95.94%	66,226.00
5120 · WAGES/SPECIALTY CLASSES	0.00	0.00	0.0%	0.00	0.00	0.0%	4,100.00
5130 · WAGES/LIFEGUARDS	24,425.25	17,116.00	142.7%	46,046.18	38,232.00	120.44%	420,000.00
5140 · WAGES/AQUACISE INSTRUCTORS	1,749.00	2,000.00	87.45%	3,101.00	3,800.00	81.61%	27,000.00
5141 · WAGES/AQUATICS/FICA,WRKCOMP	2,455.80	2,543.00	96.57%	4,585.85	5,064.00	90.56%	59,492.00

Cottonwood Heights Parks and Recreation
Monthly Consolidated Board Financials
February 2025

	Feb 25	Budget	% of Budget	Jan - Feb 25	YTD Budget	% of Budget	Annual Budget
5160 · WAGES/SWIM TEAM	2,254.27	3,500.00	64.41%	4,709.68	6,500.00	72.46%	58,000.00
5161 · SWIM TEAM WAGES/FICA,WRKCOMP	199.41	403.00	49.48%	416.15	748.00	55.64%	6,670.00
5200 · SALARIES/PROGRAMS	13,808.78	13,871.00	99.55%	27,590.69	27,742.00	99.46%	183,440.00
5201 · SALARIES/PROGRAMS,FICA,WC,S,V	1,137.73	1,595.00	71.33%	2,276.75	3,190.00	71.37%	21,096.00
5210 · WAGES/AEROBICS	8,723.87	7,600.00	114.79%	15,745.00	15,200.00	103.59%	99,500.00
5240 · WAGES/SKATE GUARDS	7,501.29	7,500.00	100.02%	15,963.26	17,000.00	93.9%	77,500.00
5250 · WAGES/LTS INSTRUCTORS	2,228.09	2,500.00	89.12%	4,095.74	5,000.00	81.92%	35,000.00
5260 · WAGES/SUPER SPORT	0.00	0.00	0.0%	26.13	0.00	100.0%	31,000.00
5264 · WAGES/YOUTH SOCCER	0.00	0.00	0.0%	0.00	0.00	0.0%	7,500.00
5266 · WAGES/FLAG FOOTBALL	80.52	0.00	100.0%	80.52	0.00	100.0%	7,000.00
5268 · WAGES/JUNIOR JAZZ	2,278.92	2,500.00	91.16%	3,767.70	5,000.00	75.35%	8,000.00
5270 · WAGES/TENNIS INSTRUCTORS	100.15	100.00	100.15%	202.36	200.00	101.18%	8,500.00
5271 · WAGES/ARENA,FICA,WC,S,V	1,404.06	2,323.00	60.44%	2,725.57	4,876.00	55.9%	31,510.00
5300 · SALARIES/OPERATIONS	20,019.77	20,366.00	98.3%	40,218.77	40,732.00	98.74%	270,139.00
5301 · SALARIES/OPER,FICA,WC,S,V	1,733.87	2,342.00	74.03%	3,495.27	4,684.00	74.62%	31,066.00
5310 · WAGES/OPERATIONS	3,022.94	3,794.00	79.68%	5,420.68	7,588.00	71.44%	49,327.00
5311 · WAGES/OPER,FICA,WC,S,V	271.65	436.00	62.31%	498.82	872.00	57.2%	5,673.00
5400 · SALARIES/GROUNDS	29,115.85	25,674.00	113.41%	54,832.75	50,992.00	107.53%	337,281.00
5401 · SALARY/GOUNDS,FICA,WC,S,V	2,430.38	2,935.00	82.81%	4,612.19	5,847.00	78.88%	38,554.00
5410 · WAGES/GROUNDS	849.48	2,000.00	42.47%	1,791.08	4,000.00	44.78%	58,750.00
5411 · WAGES/GROUNDS,FICA,WC,S,V	132.02	230.00	57.4%	277.90	460.00	60.41%	6,756.00
5500 · SALARIES/VISUAL MAINTENANCE	10,442.35	10,553.00	98.95%	17,869.29	19,075.00	93.68%	136,215.00
5501 · SALARIES/VM,FICA,WC,S,V	879.96	1,214.00	72.48%	1,534.79	2,427.00	63.24%	15,898.00
5510 · WAGES,VISUAL MNTNC	3,964.72	3,462.00	114.52%	7,929.37	7,424.00	106.81%	45,000.00
5511 · WAGES,VISUAL MNTNC,FICA,WC,S,V	357.17	398.00	89.74%	718.55	796.00	90.27%	5,175.00
6000 · UT STATE RETIREMENT	21,842.56	20,000.00	109.21%	43,251.85	40,000.00	108.13%	273,000.00
6010 · HEALTH INS,DISABILITY	27,888.30	30,000.00	92.96%	55,597.31	58,500.00	95.04%	347,000.00
6011 · HEALTH INS-SEC 125 PR DEDUCT	539.75			1,074.45			
6030 · BOARD FEES	4,977.98	5,000.00	99.56%	6,227.96	7,500.00	83.04%	35,000.00
6040 · TRAVEL	0.00	1,000.00	0.0%	0.00	2,200.00	0.0%	18,000.00
6050 · TRAINING/WORKSHOPS	425.00	2,500.00	17.0%	3,975.00	5,900.00	67.37%	17,250.00
6560 · PAYROLL EXPENSES	-75.00			-105.00			
66900 · Reconciliation Discrepancies	-0.06			-0.06			
7001 · MARKETING	186.82	800.00	23.35%	598.11	1,550.00	38.59%	12,500.00
7010 · AUDITING	0.00	250.00	0.0%	0.00	250.00	0.0%	20,500.00
7020 · CONSULTING	1,413.75	2,000.00	70.69%	1,413.75	3,000.00	47.13%	50,000.00

Cottonwood Heights Parks and Recreation
Monthly Consolidated Board Financials
February 2025

	Feb 25	Budget	% of Budget	Jan - Feb 25	YTD Budget	% of Budget	Annual Budget
7040 · DUES & SUBSCRIPTIONS	7,318.28	5,734.00	127.63%	17,851.11	23,093.00	77.3%	103,574.00
7050 · PROPERTY INSURANCE	0.00	860.00	0.0%	0.00	860.00	0.0%	120,360.00
7060 · LEGAL/CONSULTING,ADVERTISING	0.00	1,000.00	0.0%	0.00	1,500.00	0.0%	8,500.00
7065 · CWH CITY CONTRACT EXP	1,911.24	2,300.00	83.1%	3,765.84	4,500.00	83.69%	57,047.00
7130 · BANK/CREDIT CARD SRVC CHARGES	22,156.59	8,500.00	260.67%	41,925.32	26,000.00	161.25%	115,000.00
7140 · OVER/SHORT	-30.03			-92.55			
7141 · UNCLEARED BANK TRANSACTIONS	0.00			-10.00			
7200 · SWIM TEAM REIMBURSABLES	3,791.36	3,000.00	126.38%	7,715.36	7,000.00	110.22%	56,000.00
7215 · INVITATIONAL EXP	0.00	0.00	0.0%	0.00	0.00	0.0%	15,000.00
7220 · SWIM TEAM EXPENSE	18.00	1,500.00	1.2%	959.84	2,000.00	47.99%	25,700.00
7221 · TEAM UNIFY EXPENSES	0.00	0.00	0.0%	0.00	0.00	0.0%	3,000.00
7230 · WATER POLO EXP	0.00	0.00	0.0%	0.00	0.00	0.0%	5,000.00
7540 · TELEPHONE EXP	2,225.15	3,500.00	63.58%	3,947.35	8,000.00	49.34%	28,000.00
7550 · UTILITIES/GAS	20,146.13	26,000.00	77.49%	38,448.47	51,000.00	75.39%	265,000.00
7551 · UTILITIES/ELECTRICITY	21,031.09	16,000.00	131.44%	43,090.69	38,000.00	113.4%	241,000.00
7552 · UTILITIES/SEWER	0.00	200.00	0.0%	0.00	400.00	0.0%	18,000.00
7553 · UTILITIES/WATER	0.00	150.00	0.0%	0.00	300.00	0.0%	50,000.00
7561 · UTILITIES/GROUNDS/ELECT	1,064.44	600.00	177.41%	2,166.10	1,200.00	180.51%	7,700.00
7562 · UTILITIES/GROUNDS,WATER	818.24	0.00	100.0%	1,636.48	0.00	100.0%	75,000.00
7563 · UTILITIES/GROUNDS,SEWER-GARBAGE	4,108.89	1,000.00	410.89%	5,177.99	2,000.00	258.9%	32,000.00
7700 · AUTO EXP	866.25	2,125.00	40.77%	3,544.39	5,725.00	61.91%	22,000.00
8000 · REP & MNTNC ADMIN	3,127.29	1,750.00	178.7%	3,127.29	2,500.00	125.09%	15,000.00
8010 · REP & MNTNC/POOLS	5,049.96	6,000.00	84.17%	5,607.29	10,500.00	53.4%	45,000.00
8020 · REP & MNTNC/ARENA	1,129.28	2,000.00	56.46%	3,256.69	3,000.00	108.56%	40,000.00
8030 · REP & MNTNC/GYM,WT RMS	3,180.53	1,000.00	318.05%	5,452.87	3,000.00	181.76%	12,000.00
8036 · REP & MNTNC/TENNIS	0.00	0.00	0.0%	0.00	0.00	0.0%	1,000.00
8040 · REP & MNTNC/SNACK BAR	281.10	80.00	351.38%	619.82	160.00	387.39%	2,500.00
8050 · REP & MNTC OP,PARKS,VM	20,133.95	23,000.00	87.54%	22,247.21	27,000.00	82.4%	155,000.00
8100 · PRO SHOP/COST OF GOODS	908.40	250.00	363.36%	908.40	350.00	259.54%	4,500.00
8130 · UNIFORMS EXPENSE	1,803.00	2,750.00	65.56%	1,803.00	3,250.00	55.48%	17,000.00
8140 · UNIFORMS AQUATICS	-38.00	4,500.00	-0.84%	817.15	5,500.00	14.86%	10,000.00
8500 · SUNDRIES	874.37	1,075.00	81.34%	1,727.53	2,150.00	80.35%	17,200.00
9000 · SUPPLIES/ADMIN	1,183.89	3,500.00	33.83%	3,297.97	6,000.00	54.97%	40,000.00
9010 · SUPPLIES/OFFICE POSTAGE	1,549.32	200.00	774.66%	1,549.32	950.00	163.09%	4,500.00
9020 · SUPPLIES/COMPUTER	3,136.76	3,000.00	104.56%	3,325.74	5,000.00	66.52%	38,000.00
9040 · SUPPLIES/NURSERY	57.85	125.00	46.28%	119.70	200.00	59.85%	1,250.00

Cottonwood Heights Parks and Recreation
Monthly Consolidated Board Financials
February 2025

	Feb 25	Budget	% of Budget	Jan - Feb 25	YTD Budget	% of Budget	Annual Budget
9050 · SUPPLIES/POOL	984.29	1,000.00	98.43%	1,269.29	2,500.00	50.77%	15,000.00
9055 · SUPPLIES/POOL(OPERATING)	5,475.60	7,000.00	78.22%	11,946.89	17,000.00	70.28%	138,000.00
9060 · SUPPLIES/AQUACISE	21.98	250.00	8.79%	21.98	250.00	8.79%	1,500.00
9070 · SUPPLIES/SPECIALTY CLASSES	2,054.91	1,000.00	205.49%	2,534.91	5,000.00	50.7%	9,500.00
9080 · SUPPLIES/PROGRAMS	143.43	275.00	52.16%	257.08	675.00	38.09%	3,250.00
9081 · SUPPLIES/LTS	0.00	100.00	0.0%	0.00	100.00	0.0%	1,000.00
9085 · SUPPLIES/ARENA	310.39	100.00	310.39%	345.71	200.00	172.86%	7,000.00
9090 · SUPPLIES/AEROBICS	237.51	300.00	79.17%	2,530.24	2,650.00	95.48%	5,500.00
9091 · SUPPLIES/SILVER SNEAKERS	0.00	35.00	0.0%	0.00	35.00	0.0%	500.00
9092 · Supplies Aerobic Camp	65.29	0.00	100.0%	65.29	100.00	65.29%	1,000.00
9110 · SUPPLIES/WEIGHT ROOM	179.88	450.00	39.97%	291.28	700.00	41.61%	5,250.00
9115 · SUPPLIES/GYM	0.00	100.00	0.0%	0.00	300.00	0.0%	1,500.00
9116 · SUPPLIES/TENNIS	0.00	0.00	0.0%	0.00	0.00	0.0%	1,800.00
9120 · SUPPLIES/OPERATIONS	0.00	500.00	0.0%	0.00	800.00	0.0%	4,500.00
9130 · SUPPLIES/GROUNDS	2,074.51	2,100.00	98.79%	4,767.43	4,000.00	119.19%	13,500.00
9131 · FIELD COSTS	0.00	2,000.00	0.0%	0.00	2,000.00	0.0%	12,500.00
9140 · SUPPLIES/VM,CLEANING	2,801.75	2,100.00	133.42%	5,995.45	4,200.00	142.75%	27,844.00
9150 · SUPPLIES/VM PAPER	492.35	1,575.00	31.26%	648.13	3,150.00	20.58%	20,373.00
9200 · SMALL EQUIP	0.00	0.00	0.0%	0.00	0.00	0.0%	25,000.00
9210 · THANKSGIVING 5K RACE EXPENSE	0.00	0.00	0.0%	0.00	0.00	0.0%	37,000.00
9212 · BUTLERVILLE DAYS 5K EXPENSE	0.00	0.00	0.0%	0.00	0.00	0.0%	3,800.00
9222 · KIDS SPORTS CAMP EXPENSE	0.00	0.00	0.0%	0.00	0.00	0.0%	2,500.00
9224 · FLAG FOOTBALL EXPENSE	10,780.00	0.00	100.0%	10,780.00	0.00	100.0%	26,000.00
9225 · JR. JAZZ EXPENSE	1,250.00	1,000.00	125.0%	1,954.00	2,250.00	86.84%	26,000.00
9226 · CWH Youth Soccer expense	0.00	0.00	0.0%	212.05	250.00	84.82%	30,000.00
Total Expense	449,282.72	437,924.00	102.59%	837,377.33	879,600.00	95.2%	6,239,589.00
Net Ordinary Income	-158,746.46	-205,378.00	77.3%	-247,580.79	-375,508.00	65.93%	54,373.00
Other Income/Expense							
Other Income							
5760 · TRCC/ Grants / Spec Proj Income	0.00			60,000.00			
Total Other Income	0.00			60,000.00			
Other Expense							
9300 · CAPITAL EQUIPMENT/IMPROVEMENTS	0.00	90,000.00	0.0%	0.00	90,000.00	0.0%	311,832.00
9301 · CAPITAL & OPERATING LEASES	7,706.22	7,706.00	100.0%	22,507.20	22,512.00	99.98%	168,091.00
Total Other Expense	7,706.22	97,706.00	7.89%	22,507.20	112,512.00	20.0%	479,923.00
Net Other Income	-7,706.22	-97,706.00	7.89%	37,492.80	-112,512.00	-33.32%	-479,923.00
Net Income	-166,452.68	-303,084.00	54.92%	-210,087.99	-488,020.00	43.05%	-425,550.00

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Cottonwood Heights Parks and Recreation

02/24/25

Bill Payment Register

Accrual Basis

As of January 31, 2025

Type	Date	Num	Name	Memo	Amount
1016 - GENERAL CHECKING					
Bill Pmt -Check	01/02/2025	ACH	UTAH LOCAL GOVERN...		-1,482.86
Bill Pmt -Check	01/02/2025	ACH	Citi Cards		-20,050.20
Bill Pmt -Check	01/02/2025	65462	ASCAP		-445.00
Bill Pmt -Check	01/02/2025	65463	AVERIN, OLGA	REFUND PICKLEBALL	-30.00
Bill Pmt -Check	01/02/2025	65464	BECKER ARENA PROD...	ICE GLASS	-1,227.25
Bill Pmt -Check	01/02/2025	65465	BIG COTTONWOOD DR...	UNIFORMS	-2,154.00
Bill Pmt -Check	01/02/2025	65466	JOE'S TRIPLE A	MAIN DRAIN	-259.00
Bill Pmt -Check	01/02/2025	65467	JOHNSON CONTROLS	POOL PACK	-345.00
Bill Pmt -Check	01/02/2025	65468	KENNEDY, JULIE	CHAT REIMBURSEMENT	-161.56
Bill Pmt -Check	01/02/2025	65469	PUBLIC EMPLOY DISAB...		-2,072.41
Bill Pmt -Check	01/02/2025	65471	RIGHTWAY SANITARY ...		-1,919.55
Bill Pmt -Check	01/02/2025	65472	ROCKY MOUNTAIN PO...		-22,859.38
Bill Pmt -Check	01/02/2025	65473	WASTE MANAGEMENT		-841.62
Bill Pmt -Check	01/02/2025	65474	WAXIE SANITARY SUPP...		-457.84
Bill Pmt -Check	01/02/2025	65470	PUBLIC EMPLOYEES H...		-31,729.37
Bill Pmt -Check	01/09/2025	65475	MOUNTAINLAND SUPPLY	OPS	-37.02
Bill Pmt -Check	01/09/2025	65476	R & S DISTRIBUTING		-560.76
Bill Pmt -Check	01/09/2025	ACH	PUBLIC EMPLOYEES H...	flex reimbursement	-733.82
Bill Pmt -Check	01/09/2025	65477	AAMODT, ROBERT	JR. JAZZ	-300.00
Bill Pmt -Check	01/09/2025	65478	AMERICAN FAMILY LIFE...		-49.12
Bill Pmt -Check	01/09/2025	65479	BLOMQUIST HALE CON...		-385.00
Bill Pmt -Check	01/09/2025	65480	COTTONWOOD IMPRO...		-72.00
Bill Pmt -Check	01/09/2025	65481	CUSTOM WATER TECH...		-570.00
Bill Pmt -Check	01/09/2025	65482	DEAN, ZORAM	JR. JAZZ	-300.00
Bill Pmt -Check	01/09/2025	65483	DOGPOOPBAGS		-194.46
Bill Pmt -Check	01/09/2025	65484	GRAINGER	OPS	-357.81
Bill Pmt -Check	01/09/2025	65485	HOPKINS, TRAVIS	REFUND SKATE LESSONS	-70.00
Bill Pmt -Check	01/09/2025	65486	JOE'S TRIPLE A	DRAIN	-254.46
Bill Pmt -Check	01/09/2025	65487	PUBLIC EMPLOYEE HE...		-497.10
Bill Pmt -Check	01/09/2025	65488	QUIGLEY, QUINN	REFUND SKATE LESSONS	-280.00
Bill Pmt -Check	01/09/2025	65489	RIGHTWAY SANITARY ...		-83.45
Bill Pmt -Check	01/09/2025	65490	RYAN, LAUREN	REFUND SOCCER	-85.00
Bill Pmt -Check	01/09/2025	65491	SALT LAKE CITY CORP...		-52.21
Bill Pmt -Check	01/09/2025	65492	SIMPLIVERIFIED		-704.00
Bill Pmt -Check	01/09/2025	65493	SUMMIT ENERGY		-14,659.61
Bill Pmt -Check	01/09/2025	65494	UTAH SWIMMING	MEET FEES	-342.50
Bill Pmt -Check	01/16/2025	65495	WAXIE SANITARY SUPP...		-44.18
Bill Pmt -Check	01/16/2025	65496	ZIONS BANK		-7,094.76
Bill Pmt -Check	01/16/2025	65497	AAMODT, ROBERT	6 @ \$25.00 JR. JAZZ	-150.00
Bill Pmt -Check	01/16/2025	65498	AMERIGAS SALT LAKE ...		-1,062.17
Bill Pmt -Check	01/16/2025	65499	BMI		-446.00
Bill Pmt -Check	01/16/2025	65500	CEM AQUATICS		-930.33
Bill Pmt -Check	01/16/2025	65501	COMCAST		-624.20
Bill Pmt -Check	01/16/2025	65502	DEAN, ZORAM	6 @ \$25.00	-150.00
Bill Pmt -Check	01/16/2025	65503	ENBRIDGE		-3,642.73
Bill Pmt -Check	01/16/2025	65504	FUEL NETWORK		-500.07
Bill Pmt -Check	01/16/2025	65505	HILLTOP AQUATIC TEA...	MEET FEES	-1,746.00
Bill Pmt -Check	01/16/2025	65506	HUNTINGTON NATIONA...		-1,181.22
Bill Pmt -Check	01/16/2025	65507	INTERMOUNTAIN SOFT ...		-55.00
Bill Pmt -Check	01/16/2025	65508	JENSON REFRIGERATI...	OPS	-254.46
Bill Pmt -Check	01/16/2025	65509	LINCOLN AQUATICS	VACUUM BELTS	-52.42
Bill Pmt -Check	01/16/2025	65510	NORCO		-3,179.03
Bill Pmt -Check	01/16/2025	65511	PACIFIC WATER INC.	2173	-50.00
Bill Pmt -Check	01/16/2025	65512	R & S DISTRIBUTING	VOID: duplicate payment	0.00
Bill Pmt -Check	01/16/2025	65513	SALT LAKE CITY CORP...		-765.21
Bill Pmt -Check	01/16/2025	65514	SALT LAKE COUNTY HE...		-4,750.00
Bill Pmt -Check	01/16/2025	65515	STARFISH AQUATIC IN...	LICENSE RENEWAL	-749.00
Bill Pmt -Check	01/16/2025	65516	THE SHERWIM WILLIAM...	PARK RESTROOM PAINT	-244.75
Bill Pmt -Check	01/16/2025	65517	TURF EQUIPMENT	TORO GROOMER	-240.72
Bill Pmt -Check	01/16/2025	65518	WATER STAR USA	100-8481511-001	-107.70
Bill Pmt -Check	01/16/2025	65519	WEBER, ROBERT	REFUND SKATE LESSONS	-58.33
Bill Pmt -Check	01/16/2025	65520	ZIONS BANK		-6,525.00
Bill Pmt -Check	01/16/2025	ACH	UTAH STATE RETIREM...		-13,634.79
Bill Pmt -Check	01/23/2025	65521	CEM AQUATICS		-2,361.93
Bill Pmt -Check	01/23/2025	65522	Cottonwood Heights City (1)	NEWSLETTER	-341.08
Bill Pmt -Check	01/23/2025	65523	ECONO.PEST		-98.00
Bill Pmt -Check	01/23/2025	65524	ETHERINGTON, TODD (...)	MILEAGE REIMBURSEMENT	-524.34

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Cottonwood Heights Parks and Recreation

02/24/25

Bill Payment Register

Accrual Basis

As of January 31, 2025

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	01/23/2025	65525	JONES, EVETTE	REFUND MEMBERSHIP OVER P...	-99.75
Bill Pmt -Check	01/23/2025	65526	MOTION INDUSTRIES	BOILER MOTOR FAN	-148.40
Bill Pmt -Check	01/23/2025	65527	MOUNTAINLAND SUPPLY	OPS	-56.23
Bill Pmt -Check	01/23/2025	65528	PUBLIC EMPLOYEE HE...		-534.70
Bill Pmt -Check	01/23/2025	65529	PUBLIC EMPLOYEES H...		-31,714.89
Bill Pmt -Check	01/23/2025	65530	RICHARDS LABORATO...	POOL TESTING	-150.00
Bill Pmt -Check	01/23/2025	65531	STERICYCLE, INC.		-171.83
Bill Pmt -Check	01/23/2025	65532	TURF EQUIPMENT	PARKS	-120.72
Bill Pmt -Check	01/23/2025	65534	WATER SAFETY PROD...	LANYARDS AND WHISTLES	-933.15
Bill Pmt -Check	01/30/2025	ACH	Utah State Tax Commissi...	Dec. sales tax	-8,866.10
Bill Pmt -Check	01/30/2025	65535	AMERICAN RED CROSS	SPECIALTY CLASS	-480.00
Bill Pmt -Check	01/30/2025	65536	Cottonwood Heights City (1)	NEWSLETTER	-793.20
Bill Pmt -Check	01/30/2025	65537	GREENWOOD, SHAUN	REFUND ICE SKATING	-67.50
Bill Pmt -Check	01/30/2025	65538	INSPIRE	RETREAT SPEAKER	-1,000.00
Bill Pmt -Check	01/30/2025	65539	PREMIER VEHICLE INS...	FACILITY TRUCK	-2,149.46
Bill Pmt -Check	01/30/2025	65540	PUBLIC EMPLOY DISAB...		-807.56
Bill Pmt -Check	01/30/2025	65541	RUNSUM TIMING	2024 THANKSGIVING 5K	-6,030.00
Bill Pmt -Check	01/30/2025	65542	SCHAPP, SARAH	REFUND SWIM LESSONS	-51.00
Bill Pmt -Check	01/30/2025	65543	SOUTH DAVIS AQUATIC...	MEET FEES	-2,178.00
Bill Pmt -Check	01/30/2025	65544	UTAH SWIMMING	SANCTION FEE	-25.00
Bill Pmt -Check	01/30/2025	65545	WAXIE SANITARY SUPP...		-814.41
Bill Pmt -Check	01/30/2025	65546	WHITE, KELLI	REFUND YOUTH REC.	-125.00
Bill Pmt -Check	01/30/2025	65547	WINEGAR, ASHLEE	REFUND ROOM RENTAL	-50.00
Bill Pmt -Check	01/30/2025	ACH	UTAH LOCAL GOVERN...		-1,482.86
Bill Pmt -Check	01/30/2025	ACH	UTAH STATE RETIREM...		-13,695.51
Total 1016 - GENERAL CHECKING					-230,732.05
TOTAL					-230,732.05

SECTION XII: EMPLOYMENT CLASSIFICATIONS/COMPENSATION

1. GENERAL POLICY. Cottonwood Heights Parks and Recreation Service Area will pay at least minimum wages and overtime to all employees except those who are specifically exempt from minimum wage and overtime under the Fair Labor Standards Act (FLSA) of 1938. Cottonwood Heights Parks and Recreation Service Area will also provide equal pay to all employees doing similar work which requires substantially equal skill, effort, and responsibility and are performed under similar working conditions in accordance with the Fair Labor Standards Act of 1938 and the Equal Pay Act of 1963.
2. AT-WILL EMPLOYMENT. The Service Area's employees are employed as employees-at-will, which means that no employee has any obligation to continue working for the Service Area, and the Service Area has no obligation to employ an employee, for any fixed period of time or duration. Each employee is free to resign at any time, with or without cause, and with or without advance notice. The Service Area similarly may terminate the employment relationship at any time, with or without cause, and with or without advance notice.
 - A. Nothing in this manual is intended or should be construed to create any express or implied promise or agreement by the Service Area that any employee's employment with the Service Area is for any specific duration or only may be terminated for good cause or after warnings have been given or progressive discipline has been imposed.
 - B. Any statement made or action taken by any of the Service Area's Board members, Department Heads, supervisors, management personnel or employees which is inconsistent with the Service Area's policy of at-will employment is unauthorized, and should not be construed to create any express or implied promise or agreement by the Service Area that any employee's employment with the Service Area is other than "at-will".
3. EMPLOYMENT CLASSIFICATIONS.
 - A. Board Appointed. The position of the Executive Director is appointed by the Board of Trustees. Salary and benefits are determined by the Board of Trustees annually.
 - B. Full-time Benefited. An employee hired for an indefinite period in a position for which the normal work schedule is forty (40) hours per week. Full-time Benefited employees qualify for Cottonwood Heights Parks and Recreation Service Area benefits. Refer to Sections XVII and XIX.

- C. Part-Time Benefited (as per job description). An employee hired for an indefinite period in a position for which the normal work schedule is less than 2080 hours per year but a minimum of 1560 hours per year. Benefits include vacation and sick leave, holiday pay, and all other benefits as outlined in sections XVII and XIX
 - D. Part-time Non-Benefited (as per job description). An employee hired for an indefinite period of time in a position or a combination of positions for which the normal work schedule is up to a maximum of 1508 hours per fiscal year. Or if hired after January 1, an employee will be measured from their hire date. If an employee reaches the maximum of 1508 hours, this employee will not be allowed to work any hours until the new fiscal year begins. Violation of this policy may result in disciplinary action, up to and including termination. Part-time Non-Benefited employees do not qualify for Cottonwood Heights Parks and Recreation Service Area benefits.
4. EMPLOYMENT STATUS. To facilitate provisions of the Fair Labor Standards Act, employees shall also be classified as either exempt or non-exempt, with respect to eligibility for overtime payment. They shall be defined as:
- A. Exempt. Positions of a managerial, administrative, or professional nature, as prescribed by Federal and State Labor Statutes shall be exempt from minimum wage and mandatory overtime payment regulations.
 - B. Nonexempt. Positions of a clerical, technical, or service nature, as defined by Federal and State Labor Statutes, which are covered by provisions for minimum wage and mandatory overtime payment regulations.
5. WORK WEEK.
- A. Begins on Sunday at 12:00 a.m.
 - B. Ends on Saturday after 11:59 p.m.
6. ATTENDANCE. Exempt employees shall be in attendance at their assigned duties and locations during work hours as approved by the Executive Director.
- A. An exempt employee unable to report for duty should notify the Executive Director or Designee on each day of absence.
7. ATTENDANCE. Non-Exempt employees shall be in attendance at their assigned duties and locations during scheduled work hours.
- A. An employee unable to report for duty shall follow instructions from their supervisor for covering his/her scheduled shift.

- 1) An employee shall notify their immediate supervisor if unable to cover his/her scheduled shift, no later than one hour before the beginning of their scheduled shift.
 - 2) Changes must be made on the department schedule if a substitute is found.
 - 3) The substitute may not exceed normal working hours so as to cause overtime unless pre-approved by the Department Head or Manager.
 - 4) Excessive absences and schedule changes may be subject to disciplinary action or termination.
- B. An employee who begins their scheduled shift and is not required to stay for their entire shift as determined by the Manager, will be compensated for a minimum of one hour or the total hours worked, at their regular rate of pay.
- C. An employee who is called into work by the Department Head or Manager and is not on the regular schedule will be compensated a minimum of two hours or the total hours worked, at their regular rate of pay.
- D. A non-exempt employee required by the Service Area to be available for on-call work, shall be compensated one hour for every 12 consecutive hours the employee is on-call.
- (1) Time is considered on-call time when an employee has freedom of movement in personal matters as long as the employee is available to promptly respond for duty. An employee may not be on-call while using leave or while otherwise unable to respond.
 - (2) If an employee is on-call, however cannot be reached or cannot promptly report for duty, that employee is not eligible for on-call compensation and may be subject to disciplinary action.
8. BREAKS AND LUNCH PERIODS.
- A. Full-time:
- (1) Breaks: Two (2) optional fifteen (15) minute paid breaks during a standard work day (each 4 hour work period). Breaks cannot be used to extend the lunch period or shorten an employee's work hours. If an employee chooses to work through their paid breaks, it is their decision to do so and no extra compensation or time off will be given for the extra

time worked.

- a. Employees may not combine their two (2) optional fifteen (15) minute paid breaks to create a longer break period.
- b. If an employee needs more than fifteen (15) minutes for a break, they must clock out for the additional time.

- (2) Lunch period: a lunch period is ½ hour to 1 hour of unpaid time during a shift scheduled longer than six and one-half (6 1/2) hours. The lunch period may not be used to delay the scheduled start of a shift or to shorten the scheduled shift unless pre approved by the Department Head or Executive Director. Hours worked must meet the schedule as determined by the Department Head.
- (3) All hours worked are subject to the overtime policy. Lunch periods are not to be used by the employee to manipulate or adjust the work schedule.

B. Part-time:

- (1) Breaks: One optional fifteen (15) minute paid break during a four-six (4-6) hour shift or two optional fifteen (15) minute paid breaks during a seven-eight (7-8) hour shift.
 - a. Employees may not combine their optional fifteen (15) minute paid breaks to create a longer break period.
 - b. If an employee needs more than fifteen (15) minutes for a break, they must clock out for the additional time.
- (2) Lunch period: Optional one/half (1/2) hour unpaid lunch period during a shift scheduled longer than six and one-half (6 1/2) hours.
- (3) State of Utah Labor Commission regulations apply to 14-17 year olds regarding breaks and lunch periods which are required, not optional.
 - a. A rest break of 15 minutes is required for minors for every three hour period or part thereof that is worked.
 - b. A meal period of 30 minutes is required for minors who work a minimum of 5 hours from the beginning of their shift.

9. PAID EXERCISE TIME

- A. Exercise is any physical activity that is planned, structured, and repetitive for the purpose of conditioning any part of the body. Exercise is used to improve health, maintain fitness and is important as a means of physical rehabilitation. Non-seasonal, benefited employees are entitled to three exercise sessions per week, up to ~~30~~ 60 minutes per session, with approval from *their* immediate supervisor.

Each ~~30~~-60 minute exercise session must be conducted on a different day of the week. Employees may not extend this time to shower, change, etc. However, the employee may combine their exercise session time with one paid 15 minute break ~~or one unpaid 30 minute lunch break,~~ to create time for this. Paid exercise time may not interfere with the employees normally scheduled work day. Also, paid exercise time scheduling is up to the immediate supervisor's discretion, by making certain that this time would not interfere with the employee's duties and responsibilities.

10. REMOTE WORK.

- A. Cottonwood Heights Parks and Recreation Service Area has established that it is an in-person first workforce and employees are expected to be working onsite in their designated area.
 - (1) Working remotely is not a typical, encouraged practice.
 - (2) If a full-time employee is requesting to work remotely due to an unforeseen or extenuating circumstance, the request must be made in writing, must be approved by the Department Head, and approved by the Executive Director, or designee.
 - (3) Due to the duties and responsibilities of certain positions, some full-time employees are not eligible for remote work.
 - (4) Part-time employees are not eligible for remote work.

11. COMPENSATORY TIME OFF.

- A. Non-exempt benefitted employees may choose to receive compensatory time off in lieu of overtime pay at Cottonwood Heights Parks and Recreation Service Area's discretion. The Executive Director, or designee, may schedule when an employee's compensatory time off will be used. Written employee requests, to use their accumulated compensatory time during specific dates and times must be pre-approved by the Executive Director, or designee.
- B. Compensatory time off for non-exempt benefitted employees will be accumulated at the overtime rate of one and one-half (1 and ½) hours for every hour worked, for all overtime hours worked.
- C. Compensatory time cannot exceed 80 hours. If compensatory time exceeds 80 hours, it will be paid out at time and a half. Accumulating compensatory time over 80 hours will not be approved and may result in disciplinary action, up to and including termination.

12. OVERTIME PAY.

- A. Overtime pay would apply for over forty (40) hours worked in the designated work week, and shall be compensated at the rate of one and one-half (1 ½) the regular hourly rate for non-exempt employees.
 - B. If a holiday, vacation, or sick day falls within a work-week, the employee must work forty (40) hours over and above these hours before overtime must be paid. If an employee works on a holiday, they will:
 - (1) Receive over-time pay for the time worked on the holiday. If the hours worked are less than the normal workday, the remaining hours will be paid at regular pay.
 - a. The employee will be allowed to take time off for the hours worked on the holiday during the same pay week as the holiday scheduled to work.
 - (2) Department Heads should schedule minimal staff to accommodate scheduled activities on holidays. No extra activities will be scheduled such as swim team workouts, figure skating sessions, ice hockey sessions, etc. without prior approval of the Executive Director or designee.
 - C. Overtime shall be pre-approved and when possible, in writing, by the Department Head and the Executive Director or designee. Lack of adhering to this policy may result in disciplinary action, up to and including termination.
13. AWARDS FOR COMMENDABLE PERFORMANCE: An employee performing duties or extra duties in a commendable manner may be recommended by the Department Head and recognized by the Director with a letter of commendation, leave with pay, or a cash award.
- A. Letters of commendation will be given to the employee, their direct supervisor, and placed in their personnel file.
 - B. Employees may be eligible for leave with pay for one (1) day for instances of commendable performance when recommended and approved by the Department Head and approved by the Executive Director or designee.
 - (1) Leave-with-pay granted under this procedure shall be taken when mutually agreed upon by the Supervisor and employee and shall not be accrued.
 - (2) Leave-with-pay must be recorded with Human Resources.

- C. Upon recommendation of the Department Head, the Executive Director may elect to offer small cash or other awards so long as the combination of such awards does not exceed \$500.00 after taxes per individual employee per calendar year. Cash awards in the context of this policy represent compensation and are therefore subject to normal payroll taxes.

(1) Cash awards shall be recorded by Human Resources for payment.

- D. All recognition shall be documented and distributed to the employee, their direct supervisor, and Human Resources for placement in their personnel file.

APPROVED AND PASSED THIS _____ DAY OF _____, 2023

COTTONWOOD HEIGHTS
PARKS AND RECREATION SERVICE AREA

By: _____

Ben Hill, Executive Director

BOARD OF TRUSTEES

By: _____

~~Patti Hansen~~ *Dan Morzelewski*
Board of Trustee, Chair

INTERLOCAL COOPERATION AGREEMENT
between
SALT LAKE COUNTY
and
COTTONWOOD HEIGHTS PARKS & RECREATION DISTRICT
For District Election

This Interlocal Cooperation Agreement (this “Agreement”) is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, on behalf of its County Clerk’s Office, Election’s Division (the “County”); and **COTTONWOOD HEIGHTS PARKS & RECREATION DISTRICT**, a special district created under Utah Code Title 17B (the “District”). The County and the District may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS:

A. The County and the District are “public agencies” as defined by the Utah Interlocal Cooperation Act, UTAH CODE §§ 11-13-101 to -608 (the “Interlocal Act”), and as such, are authorized to enter into agreements to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers.

B. Utah Code § 20A-5-400.1 permits the County to enter into interlocal agreements with other local political subdivisions to conduct their elections.

C. The County desires to provide the services of its Clerk’s Office, Elections Division, to the District for the purpose of assisting the District in conducting the District’s 2025 general election.

D. The District desires to engage the County for such services.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties represent and agree as follows:

ARTICLE 1 — ELECTION SERVICES

1.1. Scope of Work. The services to be provided by the County shall be as set forth in the Scope of Work, attached hereto and incorporated by reference as Exhibit “A.” Generally, the County shall perform the listed election functions as set forth in Exhibit “A” and as needed to ensure implementation of the District’s 2025 general

election, and shall furnish all materials, labor and equipment to complete the requirements and conditions of this Agreement.

1.2. Cost. The District shall pay the County the actual cost of conducting its election. A good faith range of costs of such services (as well as any amount of pre-payment required by the County) is provided in Exhibit "B," which is attached hereto and incorporated by reference. At the conclusion of the election, the County shall provide the District with a final invoice in writing based on its actual expenses, and the District shall pay the County within thirty days of receiving the invoice. The invoice shall contain a summary of the overall costs of the election and shall provide the amount billed to the District for participating in the election. In the case of a vote recount, election system audit, election contest, or similar event arising out of the District's election, the District shall pay the County's actual costs of responding to such events, as set forth in the final invoice. The District acknowledges that the final invoice amount for these additional services may cause the total cost to the District to exceed the good faith range given to the District by the County.

1.3. Legal Requirements. The County and the District understand and agree that the District's 2025 general election is the District's election. The District shall be responsible for compliance with all legal requirements for this election. The District agrees to translate ballot issues, if any, into Spanish. The County will provide the remaining Spanish translations for the ballot and other election materials as required by law. The County agrees to work with the District in complying with all legal requirements for the conduct of this election and conduct this election pursuant to the direction of the District, except as provided in this Agreement and Exhibit "A." The County agrees to disclose and maintain election results through its website merely as a courtesy and convenience to the District. The District, and not the County, is responsible to resolve any and all election questions, problems, and legal issues that are within the District's statutory authority.

1.4. [Reserved].

1.5. Independent Contractor.

(a) Because the County is consolidating election functions in order to conduct multiple, simultaneous elections on August 12, 2025, and on November 4, 2025, certain decisions by the County referenced in Exhibit "A" may not be subject to review by the District. It is therefore understood by the Parties that the County will act as an independent contractor with regard to its decisions regarding resources, procedures and policies based upon providing a consistent type, scope and level of service to all participating jurisdictions made for the benefit of the whole as set forth in Exhibit "A."

(b) The County, as part of the consideration herein, shall comply with all applicable federal, state and county laws governing elections. The District agrees that the direction it gives the County under Utah Code § 20A-5-400.1(2)(a) and this Agreement shall likewise be in strict compliance with all such

applicable laws. The County shall be under no obligation to comply with any direction from the District that is not demonstrably consistent with all applicable federal, state and county laws governing elections.

ARTICLE 2 —COVENANTS AND AGREEMENTS

2.1. Indemnification and Liability.

(a) **Governmental Immunity.** Both Parties are governmental entities under the Governmental Immunity Act of Utah, UTAH CODE §§ 63G-7-101 to -904 (the “Immunity Act”). Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the District or the County under the Governmental Immunity Act or common law. Each Party shall retain liability and responsibility for the acts and omissions of their representative officers. In no event shall this Agreement be construed to establish a partnership, joint venture or other similar relationship between the Parties and nothing contained herein shall authorize either Party to act as an agent for the other. Each of the Parties hereto assumes full responsibility for the negligent operations, acts and omissions of its own employees, agents and contractors. It is not the intent of the Parties to incur by Agreement any liability for the negligent operations, acts, or omissions of the other Party or its agents, employees, or contractors.

(b) **Indemnification.** Subject to the provisions of the Governmental Immunity Act, the District agrees to indemnify, hold harmless and defend the County, its agents, officers and employees from and against any and all actions, claims, lawsuits, contests, controversies, challenges, proceedings, liability, damages, losses and expenses, however allegedly caused, resulting directly or indirectly from, or arising out of: a) the District’s breach of this Agreement; b) any negligent or wrongful act, error or omission of the District, its officers, agents and employees in the performance of this Agreement; or c) the District’s actions, decisions or directions regarding election questions, problems, or legal issues. The District agrees that its duty to indemnify the County under this Agreement includes all attorney fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, or verdict paid or incurred on behalf of the County. The District further agrees that its indemnification obligations in this section will survive the expiration or termination of this Agreement.

(c) **Insurance.** Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

2.2. **Election Records.** The County shall be steward of records generated by the County such as, but not limited to, ballots, envelopes, affidavits, and cure documents, consistent with the Government Records Access and Management Act,

UTAH CODE §§ 63G-2-101 to -901 (2024), and all other relevant local, state and federal laws. The District shall maintain and keep control of all other records created pursuant to this Agreement and from the election relevant to this Agreement. The District shall respond to all public record requests related to this Agreement and the underlying election and shall retain its election records consistent with the Government Records Access and Management Act, UTAH CODE §§ 63G-2-101 to -901 (2024), and all other relevant local, state and federal laws.

ARTICLE 3 — MISCELLANEOUS

3.1. Interlocal Cooperation Act. For the purpose of satisfying specific requirements of the Interlocal Act, the Parties agree as follows:

(a) This Agreement shall be approved by each Party pursuant to Utah Code § 11-13-202.5.

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by duly authorized attorneys on behalf of each Party pursuant to and in accordance with Utah Code § 11-13-202.5.

(c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Utah Code § 11-13-209.

(d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs.

(e) No separate legal entity is created by the terms of this Agreement.

(f) No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

(g) County and District Representatives.

(i) The County designates the County Clerk as the County's representative to assist in the administrative management of this Agreement and to coordinate the performance of the services under this Agreement.

(ii) The District designates Ben Hill, its executive director, as the District's representative in its performance of this Agreement. The District's representative shall have the responsibility of working with the

County to coordinate the performance of its obligations under this Agreement.

County Contact Information

Tom Reese
Elections Director
treese@saltlakecounty.gov
(385) 468-7425

Ann Stoddard
Admin/Fiscal Manager
astoddard@saltlakecounty.gov

District Contact information

Ben Hill
Executive Director
bhill@cottonwoodheights.com
(801) 943-3190, ext. 102

3.2. Term of Agreement. This Agreement shall take effect immediately upon the approval of this Agreement by both Parties as provided in Utah Code § 11-13-202.5 and shall expire on February 28, 2026.

3.3. Termination. This Agreement may be terminated (with or without cause) by the County upon at least thirty-days prior written notice to the District. This Agreement may be terminated (with or without cause) by the District any time before April 30, 2025, upon written notice to the County. Upon any such termination, the following shall occur:

(a) the County shall submit to the District an itemized statement for services rendered under this Agreement up to the time of termination and based upon the dollar amounts for materials, equipment and services set forth herein;

(b) the District shall pay the County on the basis of the actual services performed according to the terms of this Agreement;

(c) each party shall retain ownership of any property it owned prior to the date of this Agreement and the District shall own any property it created or acquired pursuant to this Agreement; and

(d) if any pre-payment is required by the County and has been paid by the District, then such amount shall be retained by the County as a non-refundable administrative fee to cover the County's actual costs of preparing for the District's election.

3.4. Non-Funding Clause. Pursuant to Utah State law, the County appropriations lapse at the end of each fiscal year. County appropriations may also be altered at any time during the fiscal year. Consequently, if funds are not appropriated for a succeeding fiscal year to fund performance by the County under the Agreement, or if appropriations are withdrawn or otherwise altered, the Agreement shall terminate,

effective upon written notice. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of the District, its successors, or its assigns, as to this Agreement, or any portion thereof.

3.5. Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. "Event of Force Majeure" means an event beyond the control of the County or the District that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: a) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); b) war, acts or threats of terrorism, invasion, or embargo; or c) riots, strikes, vandalism or other civil unrest. If an Event of Force Majeure persists for a period in excess of sixty days, the County may terminate this Agreement without liability or penalty, effective upon written notice to the District.

3.6. Notices. All notices required under this Agreement shall be made in writing and shall be sent via email.

3.7. Ethical Standards. The District represents that it has not: a) provided an illegal gift to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; c) breached any of the ethical standards set forth in Utah Code § 17-16a-4 or Salt Lake County Code of Ordinances § 2.07; or d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinance.

3.8. Entire Agreement. This Agreement and the documents referenced herein, if any, constitute the entire Agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party, or agents for either Party, that are not contained in this written Agreement shall be binding or valid.

3.9. Amendment. This Agreement may be amended, changed, modified or altered only by an instrument in writing signed by the Parties.

3.10. Time. The Parties agree that time is of the essence in the performance of this Agreement. The time set forth for performance in this Agreement shall be strictly followed and any default in performance according to the times required shall be a

breach of this Agreement and shall be just cause for immediate termination by the County of this Agreement and pursuit of any remedy allowed by this Agreement and by law.

3.11. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance. All actions including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within Salt Lake County.

3.12. No Obligations to Third Parties. The Parties agree that the District's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to the District. The Parties do not intend to confer any rights to third parties.

3.13. Agency. No officer, employee, or agent of the District or the County is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. The District and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

3.14. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

3.15. Severability. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

3.16. Exhibits and Recitals. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

3.17. Counterparts. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the latest date indicated below.

SALT LAKE COUNTY:

Mayor or Designee

Date: _____

Recommended for Approval:

By: Lannie Chapman
Salt Lake County Clerk

Date: _____

Reviewed as to Form:

By:  Adam Miller
2025.03.11 14:05:55
-06'00'
Deputy District Attorney

Date: _____

COTTONWOOD HEIGHTS PARKS & RECREATION DISTRICT:

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form:

By: Rachel S. Anderson
Attorney for the District

Date: 3/21/25

Exhibit 'A'
2025 District Elections
Scope of Work

The District agrees to the consolidation of all elections administrative functions to ensure the successful conduct of multiple and simultaneous municipal elections, local district elections, and county elections. The County agrees to conduct vote by mail/consolidated polls (vote center) elections for the District.

In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the District recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the District.

Services the County will perform for the District include, but are not limited to:

- Ballot layout and design
- Ballot ordering, printing, and delivery
- Machine programming and testing
- Delivery of supplies and equipment
- Provision of all supplies
- Election vote centers/early vote locations
- Vote by Mail administration
- Updating state and county websites
- Tabulating, reporting, auditing, and preparing canvassing election results
- Conducting recounts as needed
- All notices and mailing required by law (except those required by Utah Code Ann. Ch. 11-14, Part 2 and §20A-9-203)
- Direct payment of all costs associated with the elections including but not limited to software, hardware, supplies, printing, postage, vote-centers, drayage, training, and temporary staff hired to facilitate elections
- Storage and maintenance of records as per the Utah State Code 20A-4-202-3b(i)(b).
- Materials provided in English and Spanish as per U.S. C Section 203 of the Voting Rights Act, with exception of translation of additional ballot initiatives.

The District will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the elections in a timely manner.

The County will provide a good faith range for budgeting purposes (Exhibit 'B'). Election costs are variable and are based on the District's offices scheduled for election, the District's number of registered voters, the number of jurisdictions involved, as well as any direct costs incurred.

The District will be invoiced for its pro-rata share of the actual costs of the elections. In the event of a State or County special election being held in conjunction with the election, the scope of services, associated costs, and the method of calculating those costs will remain unchanged.

Exhibit B
2025 Election Costs
Cottonwood Heights Parks and Recreation District

Below is the good faith range of estimates for the upcoming **2025 Municipal Elections** for **Cottonwood Heights Parks and Recreation District**. Assumptions for providing this estimate consist of the following:

- A. Active voters (as of 1/1/2025): 18,025
- B. Election for the offices below:
 - Trustee District 1
 - Trustee District 2
- C. Other participating entities: both Primary and General election costs will fluctuate based on the number of participating entities. The cost for each entity in each election will rise as other entities decline participation in that election due to cancellation of contests, etc. The estimates below are premised on three scenarios with varying levels of election participation.

Cost Estimate

Description	Base Scenario (all entities participating in primary)	High Participation Scenario (~2/3 entities participating in primary)	Low Participation Scenario (~1/3 entities participating in primary)
Primary Election Cost	\$0	\$0	\$0
General Election Cost	\$18,298	\$20,741	\$20,741
Election Administration Fee	\$3,000	\$3,000	\$3,000

Fee Statements

- The Election Administration Fee (Admin Fee) will be billed after July 1st, 2025.
- All entities that wish to contract with Salt Lake County will pay the Admin Fee within 30 days of the date of the invoice.
- The Admin Fee will be applied towards each entity's billed amount for the 2025 election.
- If the Admin Fee exceeds the billed cost of the 2025 election, the excess amount will be applied towards the total election cost to reduce overall cost.
- Admin Fees will not be refunded.
- If a ballot measure appears on a general election ballot for a municipality or special district, that measure will be treated as a separate contest and will be billed to the municipality/district accordingly. A recount election will be addressed in the same manner.
- All billing will be based on actual costs.

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into as of the ____ day of _____ 2025, by and between **COTTONWOOD HEIGHTS PARKS AND RECREATION SERVICE AREA**, a political subdivision of the State of Utah (hereinafter referred to as “LESSOR”), and the **BOARD OF EDUCATION OF THE CANYONS SCHOOL DISTRICT** (herein after referred to as the “LESSEE”). The terms of this lease agreement will be effective July 1, 2025.

WITNESSETH:

Lessor does hereby demise and let unto the Lessee and Lessee leases and hires from the Lessor those certain swimming pool facilities owned by the Lessor, commonly known as the indoor pool, six (6) lanes of the racing pool and the indoor dive tank in the Cottonwood Heights Recreation Center located at approximately 7500 South 2700 East in Salt Lake County, Utah, (the “Swimming Facilities”) together with certain other facilities owned by Lessor which are described herein.

TERMS AND CONDITIONS

This Lease is made upon the following terms and conditions which are hereby expressly agreed to by the Lessor and Lessee:

1. **Use of Facilities.** Lessee shall be allowed use of those certain facilities owned by the Lessor as follows:

A. **Swimming Facilities.** Lessee shall be permitted to use the Swimming Facilities for Lessee’s students and personnel on all regular school days occurring within the Canyons School District and with the consent of Lessor at other times when required for school purposes. Except as otherwise reserved herein, the Swimming Facilities may be used by the Lessee eight (8) hours per day for each day of the school year beginning at approximately 8:00 a.m. and ending at 5:00 p.m. In no event shall the total usage of the Swimming Facilities by the Lessee, its students and personnel exceed 1,440 hours in any one school year. The use schedule shall be negotiated by Lessor and Lessee in the month of June of each year. Lessee’s coordination and scheduling between various schools and students using the facilities shall be the sole responsibility of Lessee. Lessor shall have the right to use the Swimming Facilities during the school lunch period (normally the 5th period) for Lessor’s purposes. Lessee shall be responsible to provide lifeguards during Lessee’s use of the Swimming Facilities, all of whom must be properly certified through the American Red Cross.

B. Racquetball Courts. The Lessee, its students and personnel shall be permitted to use up to three racquetball courts owned by Lessor at the Cottonwood Heights Recreation Center. Lessee's use of the racquetball courts shall not exceed fifty (75) court hours per week. All racquetball courts to be used under the terms of this Lease shall be reserved in advance by Lessee with the Lessor. No racquetball courts may be used by the Lessee without making advance reservations therefor with the Lessor before 8:00 a.m. on the day of use. Failure to reserve in advance will restrict court use subject to availability.

C. Locker Rooms. Lessee, its students and personnel shall be permitted to use designated areas within the Lessor's locker rooms adjacent to the indoor pool. Lessee shall comply with and shall cause its students and personnel to comply with all rules and regulations of Lessor governing the conduct of persons using the locker rooms and related facilities.

D. Use of Other Facilities. Lessor's hot tub, saunas and other facilities and amenities not specifically set forth in this Lease are not to be used by Lessee, its students or personnel unless prior arrangements have been made with the Lessor. Lessor's patrons may use these amenities at any time during Lessee's times of use under the terms of this Lease.

E. Cooperation. Each of the parties to this Lease desires and intends to accommodate the needs and programs of the other and to program such party's events in such a manner that long range scheduling of the Lessor's facilities is possible, including the negotiated use of the facilities during the time(s) in which the other party has the exclusive use of such facilities under the terms of this Lease Agreement. Operation and use of all facilities owned by Lessor on Saturday, Sundays, holidays and other non-school days, shall be determined exclusively by the Lessor. Nothing in this Lease shall be construed as allowing or consenting to use by the Lessee of any other facilities owned and operated by the Lessor except for Lessor's Swimming Facilities, racquetball courts, tennis courts and locker rooms.

The parties hereto acknowledge that Lessee may from time to time desire to use a portion of Lessor's facilities in addition those items set forth herein. In such cases Lessee shall make written application for use of Lessor's facilities in sufficient detail to enable Lessor to evaluate the request. If the request is granted by Lessor, Lessee may use Lessor's facilities as authorized in writing by the Lessor, and Lessee, shall pay for such additional use based upon an approved hourly rate set by the Lessor. Payment of such special use fees shall be made by Lessee within thirty (30) days after date of billing therefor from Lessor.

F. Coordination. The parties hereto acknowledge the importance of coordinating with each other regarding their respective calendars and activities under this Lease Agreement. Accordingly, Lessor hereby appoints Ben Hill, Executive Director, as its representative for all coordination purposes hereunder. Lessee hereby appoints Robynn Lefler,

as its representative for all coordination purposes hereunder. The parties' representatives shall meet as necessary to coordinate their respective activities and scheduling. If a party's representative changes, the other party shall be notified as soon as reasonably possible.

2. **Facility Rules.** The Lessor has formulated and adopted rules and regulations governing the conduct and use of the Lessor's premises by users of any of the facilities located thereon. Lessee agrees to be bound by and to enforce the rules and regulations adopted by Lessor governing the safe and proper use of all facilities located on Lessor's property.

3. **Rent.**

A. **Swimming Facilities Rent.** Lessee shall pay to the Lessor minimum annual rent during the term of this Lease for the Swimming Facilities the sum of Two Hundred and Two Thousand, Three Hundred and Twenty-Three Dollars (\$202,323), which minimum annual rent shall be payable in advance on the first day of September of each year during the term of this Lease. However, the Lessor shall provide a detailed invoice to the Lessee before any payment is processed. If the term of this Lease begins (or ends) on other than the first or last day of a calendar month, the minimum annual rent for the partial month shall be prorated on a daily basis, based on a thirty (30) day month.

The rent will be adjusted annually based on a three-year rolling average of the United States Bureau of Labor Statistics Core Inflation Rate. The average will be based on the June 30 value. The June 30 values will be obtained from this website:

https://ycharts.com/indicators/us_core_inflation_rate. For example, the payment due the first day of September 2025 shall be adjusted based on the average of the June 30, 2023 value of 4.83%, the June 30, 2024 value of 3.27% and the June 30, 2025 value when calculated and posted on the above website. If the comparison-index for any adjustment date is equal to or less than the comparison-index for any preceding adjustment date (or the base index, in the case of the first adjustment date), the minimum annual rent for the ensuing twelve (12) month period shall remain the amount of minimum annual rent payable during the preceding twelve (12) month period. When the minimum annual rental payable as of each adjustment date is determined, Lessor shall promptly give Lessee written notice of such adjusted minimum annual rent and the manner in which it was computed. The minimum annual rent as so adjusted from time to time shall be the "minimum annual rent" for all purposes under this Lease.

If at any adjustment date the Core Consumer Price Index no longer exists or the above website is no longer available in the form described in this Lease, Lessor, upon agreement of Lessee, may substitute any substantially equivalent official index published by the Bureau of

Labor Statistics or its successor. Lessor shall use any appropriate conversion factors to accomplish such substitution. The substitute index shall then become the Index hereunder.

B. Racquetball Courts Rent. The Lessee shall pay to the Lessor annual rental for the racquetball courts as specified herein a lump sum of Five Thousand Dollars (\$5,000), which shall be payable to Lessor in advance at the beginning of each school year on or before September 1st. The Lessor will provide an invoice documented in 3A of this agreement.

C. Locker Room Fee. Lessee shall pay to the Lessor an annual lump sum fee in the sum of Five Thousand Dollars (\$5,000) to pay a portion of Lessor's costs which are periodically incurred in refurbishing and maintaining Lessor's locker rooms. All other locker room renovation costs incurred from time to time by Lessor shall be paid by the Lessor. The fee due under this subsection shall be payable to Lessor in advance at the beginning of each school year, on or before September 1st. The Lessor will provide an invoice documented in 3A of this agreement.

4. Lease Term. The primary term of this Lease shall be for five (5) years effective July 1, 2025 through June 30, 2030. Lessee shall have the right at its option to renew this Lease for an additional five (5) year term after expiration of the primary term hereof by giving Lessor written notice of Lessee's intention to extend the Lease during the extension period at least twelve (12) months prior to the expiration of the primary term of this Lease. All terms and conditions of this Lease shall apply and govern during such renewal period.

5. Year Round School. In the event Lessee adopts a year-round school schedule for any of its schools using Lessor's facilities, this Lease shall be re-negotiated at least six (6) months prior to the start of the affected school year.

6. Insurance and Indemnification. Each of the parties to this Lease will maintain public liability insurance in connection with their respective use of the Lessor's facilities. Lessor agrees to maintain public liability insurance in the amount of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Three Million and no/100 Dollars (\$3,000,000.00) aggregate. Both parties are governmental entities under the Governmental Immunity Act of Utah (the "Immunity Act"), Utah Code Ann. §§ 63G-7-101 to -904 (2011), as amended. Consistent with the terms of the Immunity Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts, which it commits or which are committed, by its agents, officials, or employees. Neither Party waives any defenses

otherwise available under the Immunity Act nor does any party waive any limits of liability now or hereafter provided by law.

7. **Lessee Obligations.** In conjunction with Lessee's use of any of Lessor's facilities, Lessee agrees to adequately provide and pay for all costs of suits, towels, and swimming equipment and any other equipment made necessary solely by the Lessee's use of the Lessor's facilities, including equipment in the locker rooms and any related facilities and to provide full and adequate supervision of all of Lessor's facilities during the periods of time provided for the use and occupancy of the facilities by the Lessee. In addition to the general rules and regulations governing use of Lessor's facilities and premises adopted by the Lessor, the Lessee shall have the right to formulate and enforce additional rules and regulations governing the conduct and use of the premises by students and school personnel while the same are under the control and supervision of the Lessee. Lessee will promptly notify Lessor of any damage, or of any situation that may significantly interfere with the normal use of the leased facilities and/or premises. Lessee shall be responsible to pay Lessor for any damages caused by the Lessee and its students and personnel while using any of Lessor's facilities.

8. **Concession Rights.** Lessor reserves and shall have the exclusive concession rights on the leased premises and facilities with the right to sublet or sell concession rights to competent, proper persons.

9. **Termination.** Notwithstanding anything herein and to the contrary, this Lease Agreement may be terminated by either party upon giving a written notice to the other party of its intent to terminate the Lease. The actual date of termination shall be deemed one year after the date of notice of intent to terminate is received by the non-terminating party. Upon the date of actual termination of this Lease, the Lessee agrees to surrender to the Lessor the leased premises and facilities in as good a condition as when the same were entered upon by the Lessee, reasonable wear and tear excepted.

10. **Damage or Destruction of Lessor's Facilities.** In the event of damage or destruction to any of Lessor's facilities by fire or other casualty, Lessor, at its sole option, shall have the right to terminate this Lease or to restore the leased property in as nearly as is reasonably possible to its condition to existed prior to the damage or destruction to the extent of available insurance proceeds received by the Lessor.

11. **Assignment and Subleases.** Neither this Lease nor any interest created by it may be assigned or sublet by Lessee voluntarily or involuntarily, or by operation of law without the prior written consent of the Lessor first obtained, which consent shall not be unreasonably withheld.

12. **Condition of the Premises.** Lessee accepts the leased facilities and premises “as is” and in the condition in which they presently exist. However, the lessor agrees to maintain the facilities that would be suitable for hosting competition events under the safety guidelines of the Utah High School Athletics Association (UHSAA). The lessor will ensure the equipment (including starting blocks, diving boards, etc.) within the facility complies with UHSAA competitive and safety guidelines.

13. **Default.** Lessor and Lessee each agree that should the default in any of the covenants or agreements contained herein, that the defaulting party shall pay all costs and expenses, including a reasonable attorneys fee, which may arise or accrue from enforcing this Agreement, or in pursuing any remedy provided hereunder or by the statutes of the State of Utah, whether such remedy is pursued by filing a suit or otherwise.

14. **Damage or Destruction.** In the event the Lessor’s facilities are rendered untenable during the term of this Lease because of fire, earthquake, or other reason, this Lease shall terminate unless Lessor shall, within one hundred eighty (180) days elect to rebuild or restore the Lessor’s facilities and shall so notify Lessee, in which event this Lease shall continue except that Lessee’s obligations to pay rental shall abate or be modified according to the Lessee’s use until the affected facilities are restored to a condition suitable for Lessee’s use thereof.

15. **Utilities.** Lessor shall furnish and pay for all water used in the Lessor’s facilities together with heat, lights, sewer, and related equipment installed within the Swimming Facilities. Lessor shall maintain the same in a good state of repair during the term of this Lease.

16. **Notices.** Any notice required or permitted to be given hereunder, shall be deemed sufficient if given in writing, delivered personally or by United States certified mail, postage prepaid, return receipt requested and addressed as follows:

Lessor: Executive Director
 Cottonwood Heights Parks &
 Recreation Service Area
 7500 South 2700 East
 Cottonwood Heights, Utah 84121

Lessee: Canyons School District
Business Administrator
9361 South 300 East
Sandy, UT 84070

17. **Hold Over.** Should Lessee hold over the leased premises and facilities or any part thereof after the expiration of the primary term of this Lease, or any extension thereof, such holding over, unless otherwise agreed in writing shall constitute a tenancy from month-to-month only, and the Lessee shall be obligated to pay monthly rental consisting of the then reasonable value of the use and occupation of the leased premises which shall not be less each month than 1/9th of the annual rent due under the terms of this Lease.

18. **Binding Effect.** The covenants and agreements contained in this Lease shall be binding upon, and inure to the benefit of, the parties hereto and their respective officers, employees, representatives, successors in interest and assigns.

19. **Paragraph Headings.** Paragraph headings are inserted only for convenience and are in no way to be construed as part of such paragraph or as a limitation on the scope of the particular paragraph to which they refer.

20. **Entire Agreement.** This Lease Agreement together with any exhibits attached thereto and the documents referenced herein contain the entire agreement of the parties and supersede any prior promises, representations, warranties or understandings between the parties with respect to the subject matter hereof which are not contained in this Lease Agreement.

21. **Severability.** If any portion of this Lease Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement, by and through their respective duly authorized representatives as of the day and year first hereinabove written.

“LESSOR”

Attest:

**COTTONWOOD HEIGHTS PARKS &
RECREATION SERVICE AREA**

Clerk/Secretary

By: _____
Its Chairperson, Board of Trustees

“LESSEE”

Attest:

**BOARD OF EDUCATION OF THE
CANYONS SCHOOL DISTRICT**

Business Administrator

By: _____
President of the Board

RESOLUTION NO. 2025-5

A RESOLUTION OF THE COTTONWOOD HEIGHTS PARKS AND RECREATION SERVICE AREA BOARD OF TRUSTEES TO APPROVE AN INTERLOCAL COOPERATION AGREEMENT WITH SALT LAKE COUNTY on behalf of the COUNTY CLERK'S ELECTION'S DIVISION FOR LOCAL DISTRICT ELECTION

WHEREAS, the Cottonwood Heights Parks and Recreation Service Area Board of Trustees would like to enter into an interlocal cooperation agreement regarding the 2025 Local District Election;

WHEREAS, the Board of Trustees of the Cottonwood Heights Parks and Recreation Service Area desires to adopt the Agreement with Salt Lake County on behalf of the County Clerk's Election's Division for Local District Election;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF TRUSTEES OF THE COTTONWOOD HEIGHTS PARKS AND RECREATION SERVICE AREA AS FOLLOWS:

1. **Adoption.** The Board of Trustees of the Cottonwood Heights Parks and Recreation Service Area approves the interlocal cooperation agreement with Salt Lake County on behalf of the County Clerk's Election's Division for Local District Election.
2. **Severability.** If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidly or unenforceability, shall not affect any other portion of this Resolution, and all sections, parts and provisions shall be severable.
3. **Effective Date.** This Resolution shall become effective immediately upon its passage

PASSED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE COTTONWOOD HEIGHTS PARKS AND RECREATION SERVICE AREA ON THIS 26TH DAY OF MARCH, 2025.

COTTONWOOD HEIGHTS PARKS AND RECREATION SERVICE AREA

Board of Trustees:

Dan Morzelewski, Chair

Bart Hopkin

Patti Hansen

Attest: Allie Brown

RESOLUTION NO. 2025-6

**A RESOLUTION APPROVING THE LEASE AGREEMENT BETWEEN
CANYONS SCHOOL DISTRICT AND COTTONWOOD HEIGHTS PARKS
AND RECREATION SERVICE AREA for the Canyon's School District use of
swimming pools, locker rooms and racquetball courts**

WHEREAS, the Cottonwood Heights Parks and Recreation Service Area Board of Trustees has, in accordance with the law, considered the lease agreement with Canyons School District;

WHEREAS, the Board of Trustees of the Cottonwood Heights Parks and Recreation Service Area desires to approve the lease agreement with Canyons School District;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF TRUSTEES OF THE COTTONWOOD HEIGHTS PARKS AND RECREATION SERVICE AREA AS FOLLOWS:

1. **Adoption.** The Board of Trustees of the Cottonwood Heights Parks and Recreation Service Area adopts entering into a lease agreement with Canyons School District for use of the indoor swimming pools, locker rooms and racquetball courts.
2. **Severability.** If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidly or unenforceability, shall not affect any other portion of this Resolution, and all sections, parts and provisions shall be severable.
3. **Effective Date.** This Resolution shall become effective immediately upon its passage

**PASSED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE COTTONWOOD
HEIGHTS PARKS AND RECREATION SERVICE AREA ON THIS 26th DAY OF APRIL,
2025.**

**COTTONWOOD HEIGHTS PARKS AND
RECREATION SERVICE AREA**

Dan Morzelewski, Chair

Bart Hopkin

Patti Hansen

ATTEST: _____
Allie Brown