



**AGENDA  
COUNTY COUNCIL  
Wednesday, June 11, 2025**

NOTICE is hereby given that the Summit County Council will meet, on Wednesday,  
June 11, 2025, electronically, via Zoom, and at the anchor location of the Summit County Courthouse,  
60 N. Main Street, Coalville, UT 84017

(All times listed are general in nature, and are subject to change by the Board Chair)

**To view Council meeting, live, visit the "Summit County, Utah" Facebook page.**

**OR**

**To participate in Council meeting: Join Zoom webinar: <https://zoom.us/j/772302472>**

**OR**

**To listen by phone only: Dial 1-301-715-8592, Webinar ID: 772 302 472**

12:45 PM Closed Session - Property acquisition (30 min)

1:15 PM - Move to Council chambers (5 min)

1:20 PM Work Session

1. 1:20 PM - Pledge of Allegiance (5 min)
2. 1:25 PM - Discussion regarding Summit County and Recycle Utah partnership (45 min)
3. 2:10 PM - Update regarding the Summit County Districting Commission; Malena Stevens (20 min)

2:30 PM Convene as the Governing Board of Snyderville Basin Special Recreation District

1. 2:30 PM - Discussion and possible approval of revisions to Personnel and Operations Policy Manual; Dana Jones, Brad Rogers, and Ben Castro (10 min)  
[Staff Report-Proposed Updates to Personnel Operations Policy.pdf](#)

Dismiss as the Governing Board of Snyderville Basin Special Recreation District

2:40 PM Convene as the Governing Board of Mountain Regional Water Service District

1. 2:40 PM - Discussion regarding Mountain Regional Water Service District's treatment plan expansion, and WIFIA loan; Andy Garland (15 min)  
[Treatment Plant Presentation.pdf](#)
2. 2:55 PM - Discussion and possible adoption of Resolution MRW 2025-14, a Resolution Annexing Certain Real Property to the Mountain Regional Water Special Service District (Parcel PP-87-14); Andy Garland (5 min)  
[Resolution MRW 2025-14 Annexation \(Parcel PP-87-14\).pdf](#)

Dismiss as the Governing Board of Mountain Regional Water Service District

3:00 PM Consideration of Approval

1. 3:00 PM - Discussion and ratification of the 2025 Property Sale results; Chase Black (5 min)  
[2025.06.11 Tax Sale Staff Report.pdf](#)

2. 3:05 PM - Discussion and possible direction from Council regarding the Henefer Cemetery Annexation Petition (approximately 41 acres total) into Henefer Town, Utah; County Planner: Laura Kuhrmeyer (10 min)  
[Henefer Cemetery Annexation into Henefer Staff Report and Exhibit](#)
3. 3:15 PM - Discussion and possible approval of Resolution 2025-15, a Resolution of the Summit County Council Awarding the Exclusive Right to Negotiate a Public Private Partnership with Summit County Regarding the Cline Dahle Property; Jeff Jones (10 min)  
[Columbus Pacific Development Cline Dahle County Council Presentation.pdf](#)  
[Staff Report to County Council June 11 2025.docx](#)  
[Resolution No 2025-15.docx](#)  
[Exhibit A Agreement to Negotiate Exclusively.docx](#)
4. 3:25 PM - Discussion and possible Council direction regarding Service Area #8 (Chalk Creek); John Angell (30 min)  
[06112025 SA#8 Follow Up Discussion Presentation.pptx](#)  
[Staff Report - 06112025 SA#8 Follow Up Discussion.pdf](#)
5. 3:55 PM - Discussion and possible approval of Class A Franchise Agreement between Summit County, Utah and Hoytsville Pipe Water Company; Brandon Brady (10 min)  
[Class A Franchise Agreement HPWC Staff Report 061125.pdf](#)
6. 4:05 PM - Discussion and possible action regarding a discretionary tax abatement for Annalise Coughlan, Parcel YOUNG-2; Stephanie Poll (3 min)  
[Staff Report for Discretionary Abatement Parcel YOUNG-2.pdf](#)
7. 4:08 PM - Approval of Council Minutes dated May 19, 2025, and May 21, 2025 (5 min)  
[SCC Draft Minutes 05-19-25.pdf](#)  
[SCC Draft Minutes 05-21-25.pdf](#)
8. 4:10 PM - Council and Manager comments (10 min)

#### 4:20 PM Public Input

Public comment is for any matter not on the Agenda and not the subject of a pending land use application. If you would like to submit comments to Council, please email [publiccomments@summitcountyutah.gov](mailto:publiccomments@summitcountyutah.gov) by 12:00 p.m. on Wednesday, June 11, 2025. If you wish to interact with Council, for public input, please appear in person, or use the "Raise Hand" button at the bottom of the chat window in Zoom.

#### Adjourn



TO: Summit County Council

FROM: Dana Jones, District Director  
Brad Rogers, Business Manager

DATE: June 2, 2025

RE: Proposed Updates to SBSRD Personnel & Operations Policy Manual

### **Background**

Recent events and changes in State law have highlighted certain aspects of District personnel policy that require additional definition and clarification, specifically those sections regarding the administration of the Family and Medical Leave Act (FMLA), employee conduct and behavioral expectations, and child abuse prevention.

These proposed policy revisions have been reviewed and vetted by County staff, including the County Attorney's office and County Human Resources. They were also reviewed by the District Personnel Committee and then approved by the full Administrative Control Board on Thursday, May 8, 2025.

### **Discussion**

The outline below provides a breakout of which policy sections (or subsections) we are proposing to revise or supplement. These updates are incremental in nature and designed to target a few specific "weak links" in current policy. They are not intended to serve as a wholesale rewrite of these (or any other sections) of policy.

In addition to the outline, the proposed policy revisions are attached for the Council's review.

- Additions to section 5.0, *Hiring for New and Vacant Positions*
  - 5.6 – Effective May 1, 2025, Utah Code §§ 80-8-101 stipulates that youth serving organizations are now required to conduct background checks on all "youth workers" (employees and volunteers as defined in the code) to include the Utah Sex, Kidnap, and Child Abuse Offender Registry and the National Sex Offender Public Website (administered by the United States Department of Justice).
  - In addition to the checks, the District will be obligated to train staff and provide reasonable child abuse prevention practices and policies.
- Updates to section 9.11 *Family & Medical Leave (FMLA) Without Pay* include:
  - 9.11.2 – Added clarification regarding adoption or foster care provisions.
  - 9.11.4.3 – Added definition around when the District shall designate (at least provisionally) FMLA leave for an employee (even if the leave also qualifies for paid concurrent leave).
  - 9.11.5 – In FMLA regs §825.102, a serious health condition is defined as a "Continuing treatment by a health care provider." The definition of "Continuing

treatment by a health care provider” also specifies that continuing treatment requiring a period of incapacity of more than three (3) consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition.

- 9.11.8 – The language has been updated to clarify that an employee must use any accrued paid leave concurrently with FMLA qualifying leave before transitioning to leave-without-pay. This is to avoid a situation where an employee is out for a significant period of time on paid leave and then attempts to assert a right to another 12 weeks of job-protected unpaid leave.
  - A schedule outlining the order for which leave will be used during FMLA-qualifying leave was also added, as well as a provision for modifying that schedule as needed.
- 9.11.8.1 – At the behest of County staff, this sub-section was expanded to provide additional direction regarding elective short-term disability (STD) coverage. Technically, STD is a third-party payment for time missed due to illness or disability and is not equal to approved leave. Regardless, this new policy language specifies that STD benefits will run concurrently with FMLA-qualifying leave and that the District will “top up” any STD benefit with paid leave.
- 9.11.9 – Eliminated the portion of policy outlining all the potential measurement options allowable under FMLA regs and simply outlined the measurement period adopted by the District.
- Updates to section 12.0 Productive Work Environment:
  - 12.1 – Equated expectations for treating fellow employees with the same “goodwill” as those outlined when working with the public.
    - Added language regarding the District Director’s prerogative to a) define expectations regarding a professional business environment, and b) provide supplemental direction on matters such as employee conduct and behavioral standards.
    - Included additional language regarding professional representation of the District.

### **Recommended Motion**

To approve and adopt the attached revisions made to the Snyderville Basin Special Recreation District Personnel & Operations Policy Manual.



# PERSONNEL & OPERATIONS POLICY MANUAL



SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT  
5715 TRAILSIDE DRIVE  
PARK CITY, UT 84098  
(435) 649-1564  
[www.basinrecreation.org](http://www.basinrecreation.org)

Revised ~~January 22, 2025~~ May [ ], 2025

## Snyderville Basin Special Recreation District

### Personnel & Operations Policy Manual

#### 5.0 | Hiring for New and Vacant Positions

##### References

- See Americans with Disabilities Act of 1990, as amended
- See Drug Free Workplace policy, Utah Code §34-38-8, as amended
- See Immigration Reform and Control Act of 1986, as amended
- See Veteran's Hiring Preference, Utah Code Title 71, as amended
- See District Onboarding Standard Operating Procedures (SOPs)
- See Youth Service Organizations Act, Utah Code §§ 80-8-101, et seq, as amended

##### 5.1 Purpose – Recruiting

*Amended April 3, 2024*

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

##### 5.2 Disqualification

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

##### 5.3 Testing

*Amended April 3, 2024*

5.3.1 Applicants may be subjected to competitive testing or evaluation, which may include, but are not limited to:

- a. Rating of education and experience
- b. Written, oral, or physical agility tests
- c. Essential function demonstrations
- d. Background investigations
- e. Proof of academic attainment

5.3.2 Applicants for positions that require the worker to operate District vehicles or equipment on public roadways may be required to provide a copy of a State Department of Motor Vehicle driving record. The driving record may be used to assist in the ranking of applicants who meet the minimum qualifications.

## **5.4 Physical Examination/Drug Testing**

*Amended April 3, 2024*

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

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

5.4.2 The District may require a medical examination at any time during the employee's work tenure, if there is reasonable suspicion to assure the safety and health of the employee, co-workers, and the public. The District will pay the cost of any required medical examination.

5.4.3 Final candidates for any position may be required to undergo chemical screen testing to determine the presence of controlled substances in the body. Subject to the ADA, any applicant who tests positive, tampers with, or adulterates their sample may be disciplined or disqualified according to these policies and procedures and state law (see Drug Free Workplace policy, Utah Code §34-38-8, District Policies and Procedures, Section 12, paragraph 12.8).

## **5.5 Employment Eligibility Verification**

*Amended April 3, 2024*

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

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

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

## **5.6 Check of Sex Offender Registry**

To the extent required by the Youth Service Organizations Act as set forth in Utah Code §§ 80-8-101, et seq, as amended, State law requires the District to complete a registered sex offender check for any employee or volunteer who provides regular and repeated care, supervision, guidance, or control of a child or children under 18 years of age. This requirement applies to all current or potential employees and volunteers of the District who are considered Youth Workers, as defined below.

5.6.1 “Youth Worker” shall have the meaning set forth in Utah Code § 80-8-101, and shall include an individual who is 18 years old or older; who is employed by or volunteers for the District or who is proposed to be employed by or volunteer for the District; and whose responsibilities as an employee or volunteer of the District give the individual regular and repeated care, supervision, guidance, or control of a child or children. For purposes of this policy, the District is a “youth service organization” within the meaning of Utah Code § 80-8-101.

5.6.2 The Business Manager shall be responsible for implementing and administering the provisions of this policy and shall ensure the registered sex offender check, training, and reporting requirements for Youth Workers as required herein are implemented and followed.

5.6.3 The District shall complete a registered sex offender check for any employee or volunteer who is considered a Youth Worker. The registered sex offender check shall include a search of the Utah Sex, Kidnap, and Child Abuse Offender Registry described in Utah Code Title 77, Chapter 41, and the National Sex Offender Public Website administered by the United States Department of Justice (“USDJ”).

5.6.3.1 To facilitate the registered sex offender check required herein, the District shall require any Youth Worker or potential Youth Worker to provide the individual’s full name and a current government-issued identification.

5.6.4 Any individual registered on the Sex, Kidnap, and Child Abuse Offender Registry, as described in Utah Code Title 77, Chapter 41 or on the National Sex Offender Public Website, as administered by the USDJ, shall be prohibited from working or volunteering as a Youth Worker for the District.

5.6.5 The District shall provide all Youth Workers with training in sexual abuse identification and reporting as provided in this policy and in accordance with Utah Code § 80-8-202. All Youth Workers shall be required to complete such training prior to providing any regular and repeated care, supervision, guidance, or control of a child or children.

5.6.6 The District shall implement reasonable child abuse prevention policies and procedures including policies to ensure a registered sex offender check is conducted for each Youth Worker or potential Youth Worker employed or allowed to volunteer for the District. Such statutory requirement is met through implementation of this policy and the registered sex offender check required herein for Youth Workers.

5.6.7 Any Youth Worker who has reason to believe that a child is, or has been, the subject of abuse or neglect, or observes a child being subject to conditions or circumstances that would reasonably result in abuse or neglect, is required to immediately report the suspected abuse or neglect to the Utah Division of Child and Family Services or to the nearest peace officer or law enforcement agency in accordance with Utah Code § 80-2-602.

5.6.8 Nothing in this policy creates a private right of action or establishes a duty of reasonable care where one would not otherwise exist, and nothing herein abrogates any existing cause of action. If any provision of this policy is in conflict with State law, the provisions of State law shall govern.

## **5.65.7 Hiring Procedures**

*Amended April 3, 2024*

~~5.6.15.7.1~~ When the need arises to create a new position or fill a vacancy for any Full-time or Part-time position, the department manager shall coordinate with the Business Manager to begin the recruitment process as outlined in this section. No new benefited positions shall be created without the approval of the Administrative Control Board and the appropriate budget approval of the Governing Body.

~~5.6.25.7.2~~ Upon approval to recruit (and after receiving signed documentation authorizing the creation of a position) from the District Director, the Business Manager or their designee shall prepare, advertise, and post the opening externally and internally. First consideration in filling the vacancy for all merit positions shall be given to current District employees who qualify.

~~5.6.35.7.3~~ All applications will be received by the Business Manager or their designee. Applications for Full-time or benefitted positions will be accepted for a minimum of seven (7) calendar days. If necessary, recruitment may be extended as needed to attract sufficiently qualified applicants.

~~5.6.3.15.7.3.1~~ Applications for Part-time Regular, Seasonal, or temporary positions may be accepted upon receipt and do not require a minimum posting period.

~~5.6.45.7.4~~ Following the closing date of postings for Full-time or benefited positions, the Business Manager or their designee, and the department manager, shall review all applications to determine those that meet the minimum qualifications. Those applicants who qualify shall then be ranked with consideration to factors such as training, education, experience, etc.

~~5.6.4.15.7.4.1~~ Following the closing date of postings for Part-time Regular, Seasonal, or temporary positions, the department manager or designee shall review all applications to determine those that meet the minimum qualifications. Those applicants who qualify shall then be ranked with consideration to factors such as training, education, experience, etc.

~~5.6.55.7.5~~ Upon ranking the applicants, the top candidates for the position will be determined and contacted.

~~5.6.5.15.7.5.1~~ For Full-time or benefited positions:

- a. The department manager or their designee(s) will conduct interviews with the top candidates.
- b. Upon the selection of the individual to be hired, the department manager shall submit the name of their choice in writing to the District Director and Business Manager.
- c. Before the development of a formal employment offer, the Business Manager or their designee will conduct an equity analysis based upon candidate experience and qualifications, with consideration to existing employees in similar positions, market analysis, and available budget. The Business Manager or designee will propose a salary based upon the completed analysis to the District Director for approval.
- d. No offer is final until approved by the District Director.

**5.6.5.25.7.5.2** For Part-time Regular, Seasonal, or temporary positions:

- a. The department manager or their designee(s) will conduct interviews with the top candidates.
- b. Upon the selection of the individual to be hired, the department manager shall submit the name of their choice and proposed salary in writing to the Business Manager or their designee.
- c. Before the development of a formal employment offer, the Business Manager or their designee will review the submission for consistency and adherence to established District policy.
- d. Following the Business Manager or designee review, the final offer is approved by the department manager.

**5.6.65.7.6** Before extending a conditional offer of employment to the finalist, the Business Manager or their designee will review the following:

- a. The results of any physical or medical examinations.
- b. The results of any job-related skills or agility tests.

**5.6.75.7.7** Included in the conditional offer of employment to the finalist, the Business Manager or their designee will:

- a. Require the necessary background check information be submitted.
- b. Provide the instructions for the finalist's required pre-employment drug screening test (if applicable).
- c. Provide the instructions for the finalist's required motor vehicle report (if applicable).

**5.75.8 Veterans Preference**

*Added April 3, 2024*

**5.7.15.8.1** For purposes of new hires, any eligible veteran of the armed forces of the United States separated from the armed forces under honorable conditions following more than six (6) months of active duty shall, in the final determination of scoring, be given a veteran preference of 5% of the total possible score for eligible veterans and 10% of the total possible score for veterans with a disability of a purple heart recipient, pursuant to Utah Code §71-10-2. This shall be added to the grade earned by such veterans only if the veteran earns a passing score without preference.

**5.7.25.8.2** Additionally, for purposes of new hires, a preference score added pursuant to Utah Code §71-10-2 for any preference-eligible veteran's spouses or unmarried widows or widowers.

**5.85.9 Employee Induction**

*Amended April 3, 2024*

After the new employee is hired, they shall promptly receive the District Onboarding Standard Operating Procedures (SOPs) and a general orientation concerning benefits, compensation practices, personnel policies and procedures, and various employment expectations from the Business Manager or their designee. Job-specific orientation shall be conducted by the immediate supervisor. All new employees must sign a document

stating they have read and understand the District's Personnel & Operations Policy Manual.

#### **5.95.10 Orientation Period**

*Amended April 3, 2024*

All appointments to Full-time or benefitted positions within the District, whether new hires, rehires, or reinstatements (affected by reduction-in-force), require an orientation or probationary period during which both the District and the employee can determine compatibility and competence.

This orientation period is designed to acquaint the new employee with the position and allow the employee, supervisor, department manager, and District Director to fairly measure the employee's ability to successfully perform the job.

~~5.9.15.10.1~~ During the orientation period, the supervisor shall conduct monthly check-ins to coach the employee in their job duties, apprise the employee of their suitability for the position, address areas that need improvement or focus, and determine any employment action to be recommended to the District Director and Business Manager. (see Section 6, paragraph 6.6, Conditional Employees)

~~5.9.25.10.2~~ The orientation or probationary period for Full-time and Part-time Merit District employees shall be six (6) months in duration, with the period extendable in one (1) month increments up to an additional six (6) months for a good cause, but with the condition that the orientation period employee may appeal any undue prolongation of the period designed to thwart merit principles. The employment relationship may be terminated at any time during the new hire orientation period, with or without notice, and with or without cause, by either the employee or the District.

~~5.9.2.15.10.2.1~~ During the new hire orientation period, all benefits accrue.

~~5.9.2.25.10.2.2~~ At the close of the orientation period, the department manager shall submit a written evaluation based on the employment period to date and the determination of continued employment.

~~5.9.35.10.3~~ An employee is not eligible for promotion, transfer, or reassignment during the orientation period unless the current department manager and the new department manager have agreed in consultation with the Business Manager to allow the change to occur during the orientation period.

~~5.9.45.10.4~~ Employee Development Program (In-grade Advancement): Employees participating in an Employee Development Program shall not be required to enter a new orientation period.

## **Snyderville Basin Special Recreation District**

### **Personnel & Operations Policy Manual**

#### **9.0 | Benefits**

##### References

- See Consolidated Omnibus Budget Reconciliation Act (COBRA) Regulations, as amended
- See Utah Code §39-3-1, as amended
- See Federal Family and Medical Leave Act (FMLA), as amended

#### **9.1 Purpose – Benefitted Employees**

*Amended April 3, 2024*

As used in this Section, benefitted employees (i.e., Full-time and Part-time Merit employees), are defined as employees working more than 1560 hours annually. Seasonal employees may be offered health insurance benefits if such employee exceeds 1560 hours during a look-back period of twelve (12) months from the date of hire.

#### **9.2 Group Health Insurance**

*Amended April 3, 2024*

The District may pay premiums for health insurance for benefitted employees and their dependents.

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

Part-time Regular, Part-time Seasonal, contractors, and volunteers are not eligible for any benefits except those required by law or as outlined in this policy.

#### **9.3 Continuation of Benefits**

*Amended January 22, 2025*

9.3.1 Benefitted employees separating from District employment will be allowed to continue group medical and dental insurance coverage at cost to the employee for up to eighteen (18) months from the date of separation (except when terminated for “gross misconduct”).

9.3.1.1 The District may assess up to a maximum of two percent (2%) of the premium as an administrative fee. Employees and/or dependents shall be notified within thirty (30) days from the date of separation regarding extension and conversion privileges and must reply in writing within sixty (60) days of notice or forfeit their extension right. Payment must be made within forty-five (45) days of acceptance of COBRA benefits, or benefits will be canceled.

9.3.1.2 Dependents of employees are eligible to continue insurance at their cost for up to thirty-six (36) months upon the occurrence of the following:



- a. Upon legal separation or divorce from the covered employee.
- b. The death of the covered employee.
- c. When dependents cease to be dependent under the definition of the plan.
- d. When Medicare-eligible employees cease participation in employer-sponsored plans.

9.3.1.3 Insurance cannot be continued beyond any of the following:

- a. The date that premium payments become past due.
- b. The date when the individual becomes covered under any other group health plan or is entitled to Medicare benefits.
- c. In the case of a spouse, when the spouse remarries or becomes covered under another group health plan.
- d. On the date when the employer ceases to provide any group plan, except the District would be obligated to allow employees or dependents to continue coverage under any replacing group policy or policies.

#### 9.4 Leave Status

Paid time off, sick, or funeral leave shall not be used to create overtime. The purpose of leave is to supplement the Full-time Merit employee's forty (40) hour work week.

#### 9.5 Vacation Leave or Paid Time Off (PTO)

*Amended April 3, 2024*

9.5.1 The District believes that a reasonable period of time away from the job encourages good health and the well-being of employees. This is a benefit to the District, as well as the employee. Therefore, it is the policy of the District to grant paid time off (PTO) to Full-time Merit employees.

9.5.2 Full-time Merit or benefited employees begin accruing PTO on the date employment begins. Years of District service, for establishing paid time off accrual rates, shall be based on the employee's Full-time hire date.

9.5.3 Beginning May 6, 2024, accumulation of PTO shall be based upon the following schedule:

PTO Accrual Schedule				
Years of Service	Monthly Hours	Annual Hours	Annual Days	Annual Weeks
0-2.99	8	96	12	2.4
3-6.99	10	120	15	3
7-11.99	12	144	18	3.6
12-17.99	14	168	21	4.2
18+	16	192	24	4.8

9.5.4 For purposes of leave accrual, the Business Manager or their designee shall recognize and establish an eligible employee's PTO service date at hire based upon prior relevant experience in a comparable

benefited position, service in a comparable public merit system, or military service. Employees may receive one year of PTO accrual credit for every two years of qualifying prior experience. The District Director then has final approval of the PTO service date and accrual rates, which shall begin on the employee's Full-time hire date.

9.5.5 For existing eligible employees, the Business Manager or their designee shall establish an employee's adjusted PTO service date (if needed) based upon the same criteria outlined in 9.5.4 and establish a new PTO accrual rate effective May 6, 2024. The District Director then has final approval of the adjusted PTO service date and accrual rates before implementation.

9.5.6 Employees may carry unused PTO over to the next District anniversary year to a maximum of 200 hours of accrued PTO. Accrued PTO in excess of 200 hours shall be forfeited on their District anniversary date following the year in which the leave was accrued.

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

9.5.8 Utilization: The employee's manager must approve in advance all PTO leave. The supervisor may schedule PTO leave so that District operations are not disrupted. PTO may be requested and utilized in increments of two- (2-) hour blocks.

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

9.5.10 PTO is to be taken as time off and there will be no pay in lieu of time off.

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

9.5.12 Record Keeping: The official record of accrued and used PTO is to be kept by the District through a formal leave accounting system. Supervisors shall be provided with leave accounting reports periodically for departmental and employee review. Employees are responsible for reviewing their pay stubs. Any discrepancies shall be reconciled directly through the Business Manager or their designee. If discrepancies are not reported within sixty (60) days, all reports shall be deemed correct.

## 9.6 Sick Leave

*Amended April 3, 2024*

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

9.6.1 Sick leave shall be earned at the rate of 3.69 hours per pay period of Full-time employment and may be used, with approval, as earned. Sick leave shall not be granted beyond the amount accrued by any employee.

- a. Full-time Merit employees may accrue up to 720 hours of sick leave. Employees who have 720 hours of sick leave may not accrue additional sick leave until their sick leave bank drops below 720 hours.
- b. Sick leave shall not be paid out at the time of separation of employment.

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

9.6.3 Requests to the employee's immediate supervisor for the use of sick leave shall be made at or prior to the employee's scheduled reporting time.

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

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

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

9.6.7 Insurance benefits may be provided for more serious or longer-term illnesses or accidents. While

insurance policies pay 67% of the normal wage, sick leave time and PTO may be used on a pro-rata basis to maintain normal income. The employee may supplement the disability benefit with accrued PTO and sick leave to receive 33% of their normal wage. If no sick leave or PTO time is available, normal insurance proceeds only are payable.

## **9.7 Funeral and Bereavement Leave**

*Amended April 3, 2024*

9.7.1 Funeral and Bereavement leave with pay, not to exceed forty (40 hours), may be allowed for Full-time Merit and benefited employees in the event of the following:

- a. The loss of a spouse, domestic designee (as noted for health insurance), child, parent, grandchild, grandparent, stepparent, stepchild, child-in-law, parent-in-law, sibling, and sibling-in-law.

9.7.2 Bereavement leave with pay, not to exceed eight (8) hours, may be allowed for loss of other family members with the written permission of the department manager.

9.7.3 Twenty-four (24) hours of bereavement leave shall be provided to employees whose pregnancy or partner's pregnancy ended by way of miscarriage or stillbirth.

- a. The end of an employee's pregnancy by way of miscarriage or stillbirth, or the end of an individual's pregnancy by way of miscarriage or stillbirth if:
  - i. The employee is the individual's spouse or partner.
  - ii. The employee is the individual's former spouse or partner; and
  - iii. The employee would have been a biological parent of a child born as a result of the pregnancy.
- b. The employee provides documentation to show that the individual intended for the employee to be an adoptive parent, as that term is defined in Utah Code §78B-6-103, of a child born as a result of the pregnancy or under a valid gestational agreement in accordance with Title 78B, Chapter 15, Part 8, Gestational Agreement, the employee would have been a parent of a child born as a result of the pregnancy.

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

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

## **9.8 Holiday Leave**

*Amended April 3, 2024*

9.8.1 The following days have been designated by the District to be paid holidays and apply only to Full-time merit or benefited employees:

New Year's Day	January 1st
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday of May
Independence Day	July 4th
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday of November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25th

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

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

9.8.2 Holiday Leave Pay: Full-time and Part-time Merit employees who work on a designated holiday will receive their regular rate of pay and up to eight (8) hours of floating holiday time for Full-time Merit positions or a pro-rated amount for Part-time Merit, which may be taken at any point, with the approval of their manager or supervisor, by the end of the calendar year.

9.8.3 The following shift adjustment compensation shall apply to Part-time Regular and Part-time Seasonal employees if they are scheduled to work on any of the following holidays:

New Year's Day	January 1 <sup>st</sup>
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th

- a. If a Part-time Regular or Part-time Seasonal employee works on a qualified holiday, he/she will receive compensation at the rate of two (2) times the employee's regular hourly rate for the number of hours worked on that day.
- b. Part-time Regular and Part-time Seasonal positions will not be compensated for the holidays listed above if they do not work on that holiday.

9.8.4 Floating Holiday Leave Pay: Full-time and Part-time Merit employees are entitled to the additional floating holidays outlined below, the hours of which must be used by December 31 and may not be

rolled over or paid out:

- a. Individual employee birthdays will be observed as a paid day off or used as a floating holiday.
- b. Employees are entitled to one additional floating holiday per year in lieu of Juneteenth if actively employed on June 19.
- c. Employees are entitled to one additional floating holiday per year in lieu of Pioneer Day if actively employed on July 24.

9.8.4.1 For Part-time Merit employees, the floating holiday accruals outlined above will be pro-rated according to their position designation (e.g., 0.75 FTE or 0.5 FTE)

## 9.9 Court or Jury Leave

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

## 9.10 Parental Leave

*Amended January 23, 2019*

Parental leave is associated with the birth of an employee's own child or the placement of a child with the employee in connection with an adoption. The amount of leave under this policy is four (4) weeks. This leave does not supersede other laws that apply to the birth or adoption of a child. (See also *Pregnant Worker's Fairness Act (PWFA)* above, Section 2.3.)

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

- a. Notice and Verification: The employee must:
  - i. Provide to his/her department manager and the Business Manager thirty (30) days' written notice of the requested leave (or as much notice as practicable if the leave is not foreseeable).
  - ii. Complete the necessary forms at the time of the leave.
  - iii. File the documents with the Business Manager.

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

9.10.3 Upon receiving notice of an employee's need for Parental Leave, the District shall provide the employee with a detailed notice specifying the employee's rights and obligations under District policy

and explain any consequences of a failure to meet these obligations. The notice shall include:

- a. Any requirements for the employee to make or participate in the payment of insurance premiums and the methods for doing so. The employee's potential liability for health insurance premiums paid by the District during the leave if the employee does not return to work.
- b. The employee's reinstatement rights to the same or equivalent job, unless the employee is defined as a key employee under FMLA.

#### 9.10.4 Method of Leave Usage:

- a. Birth of the parent's own child: Parental Leave, if taken, shall be used anytime during the first twelve (12) weeks after the birth of the child. Parental Leave shall not extend beyond the end of the twelve- (12-) week date from the birth of the child.
- b. Adoption of a child:
  - i. The parents of an adopted child shall receive Parental Leave after the child(ren) has been placed in their home.
  - ii. Parental Leave, if taken, shall be used anytime during the first twelve (12) weeks after the placement of the child(ren). Parental Leave shall not extend beyond the end of the twelve- (12-) week date from the placement of the child(ren).
  - iii. To qualify for Parental Leave, the adopted child(ren) shall be under eighteen (18) years of age.
- c. All leave shall be used in one (1) block of time.
- d. Parental Leave shall run concurrently with FMLA, if applicable.

9.10.5 Parental Leave will be paid at one hundred percent (100%) of an eligible employee's straight-time, regular pay for the specified amount of time outlined in this policy.

- a. Sick leave and PTO accrual shall be allowed in accordance with the District's FMLA policy.

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

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

### 9.11 Family & Medical Leave (FMLA) Without Pay

*Amended April 3, 2024*

The District will comply with all applicable requirements of the Family and Medical Leave Act of 1993 (FMLA).

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

9.11.2 Eligible employees may receive up to twelve (12) weeks of unpaid, job-protected leave in any twelve (12) month period for the following reasons:

- a. To care for a child upon birth.
- a-b. The ~~or upon~~ placement of a child for adoption or foster care and to care for the newly placed child.
- b-c. To care for a parent, spouse, or child with a serious health condition.

- i. When an employee is unable to work because of a serious health condition. A serious health condition is defined as “any illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider” (i.e., doctors, podiatrists, dentists, clinical psychologists, optometrists, nurse practitioners, and nurse midwives). In addition, a single event or occasion which results in a regimen of continuing treatment under the supervision of the health care provider qualifies, such as a regimen of medication or physical therapy. Excluded from coverage are voluntary or cosmetic treatments, which are not medically necessary, and preventive physical examinations. An employee returning to work after FMLA leave for their own serious health conditions shall provide a return-to-work release from their physician listing accommodations, if any. The District may restrict or deny the employee’s return to work if the accommodation precludes the employee from fully participating in their job responsibilities or the accommodations required to do so would prove to be an undue hardship on the District.

e.d. When a family member is called to serve on active military duty.

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

9.11.4 Notice and Verification: Employees who want to take FMLA leave ordinarily must provide the District with at least thirty (30) days’ notice of the need for leave if the need for leave is foreseeable. If the need is not foreseeable, the employee should give as much notice as is practicable. The employee notice shall contain the reason for the leave, the anticipated timing of the leave, and the expected duration of the leave. In addition, employees who need leave for their own or a family member’s serious health condition must provide medical certification of the serious health condition within fifteen (15) days after the request or as soon thereafter as is reasonably possible.-

9.11.4.1 The District may also require a second or third opinion (at the District’s expense), periodic recertification of the serious health condition [as frequently as every thirty (30) days], and, when the leave is a result of the employee’s own serious health condition, a fitness-for-duty report to return to work.-

9.11.4.2 The District may deny leave to employees who do not provide proper advance leave notice or medical certification within the established time frame.

9.11.4.3 Absent any extenuating circumstances or information, if an employee does not explicitly request FMLA protection following the use of more than three (3) consecutive days of sick leave, the District may provisionally designate all subsequent leave as FMLA-qualifying until such time the employee’s FMLA status changes.

a.—a. The District will notify the employee if leave is being provisionally designated as FMLA leave within five (5) business days of determining whether the leave is FMLA-qualifying.

b. The District may designate leave as FMLA-qualifying even if the employee requests otherwise, as long as the District has sufficient information or evidence to determine that the leave qualifies for FMLA protection.



~~9.11.49.11.5~~ 9.11.5 District Communication Requirements: Upon receiving notice of an employee's need for FMLA leave or determining extended sick leave of four (4) days or more is FMLA-qualifying, the District must provide the employee with a detailed notice specifying the employee's rights and obligations in connection with the law and District policy and explain any consequences of a failure to meet these obligations. The District notice shall include:

- a. A statement that the leave will be counted against the employee's annual FMLA leave entitlement.
- b. Requirements for the employee to furnish medical certification of a serious health condition and the consequences for failing to do so.
- c. The requirement for the employee to use accrued paid leave.
- d. Any requirements for the employee to make or participate in the payment of insurance premiums and the methods for doing so.
- e. Any requirement of the employee to present a fitness-for-duty certificate in order to return to work.
- f. The employee reinstatement rights to the same or equivalent job.
- g. The employee's status as a "key employee" and the conditions under which reinstatement may be denied.
- h. The employee's potential liability for health insurance premiums paid by the District during the leave if the employee does not return to work.

~~9.11.59.11.6~~ 9.11.6 Method of Leave Usage: The leave may be taken intermittently or on a reduced leave schedule without the District's approval when medically necessary; therefore, department managers shall take an active role in verifying medical necessity, especially in the case of emergencies and short notice situations. FMLA leave may be taken in half-hour, hourly, daily, or weekly blocks of time.

~~9.11.69.11.7~~ 9.11.7 Employee Entitlements: Employees taking qualified FMLA leave are entitled to receive health benefits during the leave at the same level and terms of coverage as if they had been working throughout the leave. In addition, the District shall reinstate an employee returning from FMLA leave to the same or equivalent position with equivalent pay, benefits, and other employment terms as previously provided. The District's obligation under FMLA to reinstate an employee returning from leave ceases once the employee has used up their 12/26-week entitlement and continues on another form of leave, paid or unpaid. Also, the District may deny reinstatement if it can be demonstrated that the employee would not otherwise have been employed at the time the reinstatement request is made, such as when an employee's position is eliminated due to a layoff.

9.11.8 Accrued Benefit Impact: Employees' use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the employee's leave. However, while on FMLA-qualifying leave, the employee must concurrently exhaust any accrued paid leave before ~~taking~~transitioning to unpaid leave-without-pay,-the-employee-must-first-use-any The concurrent use of accrued paid leave shall be taken in the order outlined in the schedule below:

- a. Sick leave
- b. Compensatory time
- c. Administrative leave
- d. Floating holiday leave
- e. Earned holiday leave (prorated as necessary, based on other leave used or time worked)
- f. PTO (i.e., vacation) leave

~~PTO, compensatory time, and sick leave during FMLA leave.~~

Exceptions to this schedule may be allowed at the District Director's discretion, including but not limited to circumstances surrounding the use of parental leave or in other extenuating circumstances. All exceptions will be documented in writing, signed by the employee and District Director, and included along with all other required FMLA documentation.

~~In calculating the number of leave days used as part of the 12/26 week FMLA limit, all paid leave shall be included. (See Federal Family and Medical Leave Act FMLA)~~

9.11.8.1 Short-term Disability: The District makes elective short-term disability (STD) insurance coverage available to employees. STD may provide income protection for employees who are unable to work due to a covered illness or injury (i.e., serious health condition).

- a. Depending on the nature of the serious health condition, STD and FMLA may run concurrently.
- b. STD benefits are for temporary impairments and do not imply a long-term or permanent disability as defined by the Americans with Disabilities Act (ADA).
- c. The ADA defines disability as a physical or mental impairment that substantially limits one or more major life activities such as blindness, deafness, mobility limitations, and chronic pain, as well as mental impairments such as depression, anxiety, schizophrenia, or intellectual disabilities.
- d. Not all impairments qualify as disabilities under the ADA. The impairment must substantially limit a major life activity to be considered a disability.

9.11.8.2 A short-term or temporary condition does not usually meet the ADA's definition of disability. If the employee believes their condition does meet the definition of a disability as outlined by the (ADA), the District may request a medical certification as part of the serious health condition certification stipulated under FMLA if STD and FMLA may run concurrently, and to ensure that requested accommodation is necessary and reasonable.

9.11.8.3 In the event an employee has opted for elective STD coverage and submitted medical certification that demonstrates their short-term or temporary condition meets the ADA's definition of disability, that employee will not be required to use accrued leave to supplement or offset any income replacement not covered by the STD policy.

- a. However, employees may submit a written request to the Business Manager to use any accrued leave to supplement lost income not covered by the STD policy.
- b. Employees shall not earn more than 100% of their full weekly salary as a result of disability coverage.

9.11.8.4 If an employee has opted for elective STD coverage but has not submitted medical certification demonstrating their short-term or temporary condition meets the ADA's definition of disability, that employee must use any accrued leave (according to the schedule above) to supplement or offset any income replacement not covered by the STD policy.

- a. For example, if the short-term disability coverage provides for 60% income replacement (as determined by the provider), the remaining 40% will be covered by any accrued leave available to the employee.

b. Employees shall not earn more than 100% of their full weekly salary as a result of disability coverage.

9.11.9 Defining twelve (12) month period: The District shall measure the twelve (12) month period from the initial date of an employee's qualifying FMLA leave and rolling forward for the proceeding twelve (12) month period thereafter.

~~9.11.7—use one (1) of four (4) methods as defined by FMLA and may change methods when determined to be in the best interest of the District in terms of administration. However, sixty (60) days' notice must be given to employees of intent to change, and employees must retain the full benefit of 12/26 weeks of leave. The District shall use one of the following:~~

~~a.—The calendar year.~~

~~b.—Any fixed twelve (12) month period, such as a fiscal year, an employee's anniversary date, or a year which is or may be required by state leave law.~~

~~c.—The twelve (12) month period measured forward from the date an employee's first FMLA leave begins.~~

~~d.—A rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave.~~

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

~~9.11.89.11.10~~ Temporary Work Assignments: Where medical necessity dictates the need to use scheduled intermittent leave or a reduced work schedule, the District may require the employee to transfer temporarily to an alternative position that better accommodates recurring periods of leave than the employee's regular position. In addition, the District may transfer an employee to a part-time job with the same hourly rate of pay and benefits as long as the employee is not required to take more leave than is medically necessary.

~~9.11.99.11.11~~ Record-Keeping Requirements: Records retention for FMLA purposes must be maintained in accordance with record-keeping requirements of the Fair Labor Standards Act (FLSA). Records must be kept for a minimum of three (3) years, which includes the following information:

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

## **9.12 FMLA & Disability Leave**

*Amended April 3, 2024*

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

## **9.13 Military Leave**

9.13.1 Short-term Military Leave is authorized for employees pursuant to the following conditions:

- a. Employees are entitled to 120 hours of military leave per year without loss of regular pay or other benefits. The employee shall take military leave when activated. After the employee has exhausted their 120 hours of military leave, they may take unpaid leave.
- b. Whenever possible, employees who are members of reserve units of the military shall notify the District Director within one (1) week of receipt of an activation notice and shall indicate in writing their intention and anticipation with regard to participating in periods of active duty. Such written notification shall be made a part of the individual employee's personnel file.
- c. Employees requesting short-term military leave may go on leave-without-pay status prior to

- d. using accrued PTO and comp time.
- e. While on short-term military leave, none of the employee's benefits shall accrue, except that health, dental, and life insurance benefits will remain in force.
- f. If the employee does not return to District employment after six (6) months, the District Director may declare the position vacant.

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

- a. USERRA provides that an individual may serve up to five (5) years in the uniformed services, in a single period of service or in cumulative periods totaling five (5) years and retain the right to re-employment by their pre-service employer (38 USC 4312(c)).
- b. The employee must have satisfactorily completed the period of active duty and furnish a certificate to that effect.
- c. The District shall follow USERRA regulations regarding the reinstatement of an employee returning from active military duty. If the employee declines an offer for position vacancy, reinstatement rights may be canceled by the District Director.
- d. If, due to a service-connected disability or for some other reason, an employee is not qualified to perform all the duties of their former position, they will be placed in the closest comparable position for which they are qualified or the employee will be placed on a list of eligibles for consideration for future openings. Under the Americans With Disabilities Act, reasonable accommodation shall be provided unless doing so would prove to be an undue hardship.

#### **9.14 9.14 Administrative Leave**

*Amended April 3, 2024*

9.14.1 In cases of training, hardships, or other cases not provided for in these policies, upon recommendation of the department manager, the District Director may grant short-term leaves at full pay, partial pay, or without pay to Full-time Merit employees.

~~9.14.1~~ 9.14.2 The District Director may grant a discretionary award of paid administrative leave to Full-time or benefited employees for outstanding performance to encourage support and participation in District work functions and events or participation in wellness programs. The award of paid administrative leave may not exceed ten (10) working days in aggregate over a calendar year and must be used within the same calendar year it is earned unless otherwise designated by the District Director.

~~9.14.2~~ 9.14.3 The Board shall have the power to grant the same to the District Director.

~~9.14.3~~ 9.14.4 Administrative Leave is not eligible for payout upon separation from employment.

~~9.14.4~~ 9.14.5 The approval or denial of such requests is at the discretion of the Director and/or Board and is not subject to appeal.

### **9.15 Recruitment Leave**

*Added April 3, 2024*

Recognizing the competitive and costly nature of the recruitment process, the District supports reasonable efforts to attract, hire, and retain well-qualified employees.

9.15.1 Upon hire, the District Director may grant new-hires a block of Recruitment Leave according to the following schedule:

- a. Positions Grade 16 and above, up to eighty (80) hours.
- b. Positions Grade 15 and below, up to forty (40) hours.

9.15.2 Recruitment Leave must be used within one year of the hire date. Any unused amount beyond that date is forfeited by the employee.

9.15.3 Recruitment Leave is not eligible for payout upon separation from employment.

### **9.16 Retirement**

*Amended January 22, 2020*

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

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

9.16.2 Employees over retirement age, as defined by the Social Security Administration, can be retained or hired as long as they are physically and mentally able to satisfactorily discharge the duties of the position.

9.16.3 The retirement system provides a number of benefits to the employee, including retirement benefits, death benefits, and survivor's allowances. Contributions are made by the employer. All new hires are enrolled into the new non-contributory plan.

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

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

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

9.16.7 Part-time Regular and Part-time Seasonal employees (non-benefitted) are not eligible for URS benefits.

~~9.15-19.16.8~~ The District does not maintain any positions eligible for exemption from retirement coverage.

~~9.15-29.16.9~~ In an effort to encourage retirement savings by employees, the District has implemented an employer match on Full-time and Part-time Merit employee contributions into the URS 401(k) Plan beginning January 13, 2025.

- a. The employer match is 50% of the employee's first 2% contribution.
- b. Full-time and Part-time Merit employees that choose to defer earnings to the URS 401(k) Plan will receive an employer match contribution deposited to their URS 401(k) Plan only.
- c. All deferrals and employer matching contributions are vested immediately and may only be withdrawn according to plan provisions.

## **9.17 Unemployment Insurance**

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

## **9.18 Program & Fieldhouse Membership Benefits**

*Amended March 3, 2021*

The following benefits are available during active employment with the District.

### **9.18.1 Fieldhouse Membership and Fitness Classes for Employees:**

- a. Full-time Merit: Free
- b. Part-time Merit: Free<sup>1</sup>
- c. Part-time Seasonal: Free
- d. Contract/Special Projects: Free
- e. Board Members: Free

### **9.18.2 Fieldhouse Membership and Fitness Classes for Spouse, Partner, Child(ren)<sup>2</sup>:**

- a. Full-time Merit: Free
- b. Part-time Merit: Free<sup>3</sup>
- c. Part-time Seasonal (after six months of consecutive work with at least two shifts/week)<sup>4</sup>: Free
- d. Contract/Special Projects: No discount
- e. Board Members: Free

### **9.18.3 Fitness Programs for Employees:**

- a. Full-time Merit: If space allows, free for employee/spouse/partner/child
- b. Part-time Merit: If space allows, fifty percent (50%) discount for employee, fifteen percent (15%)

discount for spouse/partner or child

- c. Part-time Seasonal: No discount
- d. Contract/Special Projects: No discount
- e. Board Members: If space allows, free for board member/spouse/partner/child

9.18.4 Youth Programs (Recreation and Fieldhouse):

- a. Full-time Merit: Free
- b. Part-time Merit: Twenty percent (20%) discount
- c. Part-time Seasonal: Twenty percent (20%) discount
- d. Contract/Special Projects: No discount
- e. Board Members: Free

9.18.5 Summer Camps (Recreation and Fieldhouse):

- a. Full-time Merit: Free
- b. Part-time Merit: Twenty percent (20%) discount
- c. Part-time Seasonal: Twenty percent (20%) discount
- d. Contract/Special Projects: No discount
- e. Board Members: Free

9.18.6 Specialty or Travel Camps:

- a. Full-time Merit: Fifty percent (50%) discount
- b. Part-time Merit: Twenty percent (20%) discount
- c. Part-time Seasonal: No discount
- d. Contract/Special Projects: No discount
- e. Board Members: Fifty percent (50%) discount

9.18.7 Adult Programs:

- a. Full-time Merit: Case by case
- b. Part-time Merit: Case by case
- c. Part-time Seasonal: No discount
- d. Contract/Special Projects: No discount
- e. Board Members: Case by case

9.18.8 Partnership Programs:

- a. Full-time Merit: Thirty-five percent (35%) discount
- b. Part-time Merit: Twenty percent (20%) discount Seasonal: No discount
- c. Part-time Seasonal: No discount
- d. Contract/Special Projects: No discount
- e. Board Members: Thirty-five percent (35%) discount

9.18.9 Swim Lessons at the Fieldhouse:

- a. Full-time Merit: Free
- b. Part-time Merit: Twenty percent (20%) discount
- c. Part-time Seasonal: No discount



- d. Contract/Special Projects: No discount
- e. Board Members: Free

#### 9.18.9 Private Instruction Programs:

- a. Full-time Merit: Twenty-five percent (25%) discount
- b. Part-time Merit: Twenty percent (20%) discount
- c. Part-time Seasonal: No discount
- d. Contract/Special Projects: No discount
- e. Board Members: Twenty-five percent (25%) discount

#### 9.18.10 Special Events or Programs:

- a. Full-Time Merit: Free

<sup>1</sup> Scheduled Fitness Instructors are included in this category, but substitute instructors are not eligible for benefits.

<sup>2</sup> Child: a dependent child through age twenty-five (25), including stepchildren. If an employee does not have a spouse, partner, or child to designate, he or she may choose another individual to benefit. The responsibility to ensure proper utilization of the benefit is on the employee's supervisor. <sup>3</sup> Part-time Merit employees must work a minimum of two (2) shifts per week, on average, in order to be eligible for spouse/partner or child privileges. Only one (1) spouse/partner or child can receive the benefit and must be designated upon employment. Scheduled fitness instructors are included in this category, but substitute instructors are not eligible for benefits.

<sup>4</sup> Part-time Seasonal employees qualify for free Fieldhouse membership and fitness classes for spouse, partner, and child(ren) after six (6) months of working consecutive seasons, with at least two (2) shifts per week. <sup>5</sup> A reduced cost is offered only if spaces are available after patron registration for Part-time Merit and Seasonal employees.

## Snyderville Basin Special Recreation District

### Personnel & Operations Policy Manual

#### 12.0 | Productive Work Environment

##### References

- See Utah Code §34-41-101, as amended
- See Drug and Alcohol Testing and the Omnibus Transportation Employee Testing Act of 1991, as amended

#### 12.1 Purpose – General Conduct

*Amended January 22, 2025*

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

- Employees are expected to apply themselves to their assigned duties during the full schedule for which they are being compensated.
- Employees are expected to make prudent and frugal use of District funds, equipment, buildings, and supplies.
- Employees are to report conditions or circumstances that would prevent them from performing their jobs effectively or completing assigned tasks.
- The District Director is responsible for determining what creates a professional business environment in the District.
- The District Director may issue supplemental administrative executive orders or District Directives (see section 1.5 District Directives) outlining additional expectations such as employee conduct and behavioral standards.
- Employees are expected to dress and practice grooming habits consistent with the District’s purpose and which are beneficial in promoting a favorable public image. ~~The District Director is responsible for determining what creates a professional business environment in the District. Standards of dress shall be appropriate for the job and the tasks to be accomplished.~~
- The District expects its employees to present a favorable impression during contact with the public ~~or when representing the District in a professional capacity. This expectation includes, but is not limited to appearance, comportment, and a demonstratable respect for others (including fellow employees).- Employees are expected to maintain a neat and clean personal appearance. Standards of dress shall be appropriate to the job and the tasks to be accomplished.~~
- The District Director may establish uniform and or logo wear requirements for individual departments or positions as needed. If employees have an article of clothing they would like to wear and said article is deemed suitable by the District Director, the District will pay to have the logo embroidered on the article of clothing owned by the employee.

#### 12.2 Outside Employment

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

- a. The outside employment must not interfere with the efficient performance of the employee's District position. In the event the District Director determines that the outside employment is interfering with the employee's District position, the District Director shall notify the employee in writing that the outside employment must cease.
- b. The outside job must not conflict with the interests of the employee's department or the District.
- c. The outside employment must not be the type that would reasonably give rise to conflicting interests or

duties.

- d. The employee is required to sign a statement concerning outside employment, notify the District Director, and gain approval for acceptable outside employment annually.
- e. If the District Director determines that either the employment or payment could reasonably present a conflict of interest, the District Director shall deny permission. The District Director's decision may not be grieved. Failure to notify the employer and to gain approval is grounds for disciplinary action.
- f. Employees may jeopardize their employment with the District through unsatisfactory performance appraisals affected by outside employment.

### **12.3 Conflict of Interest**

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

- a. Awards for meritorious public contribution publicly awarded.
- b. Receipt of honoraria or expenses paid for papers, speeches, or appearances made by employees with the approval of the department manager or on their own time for which they are not compensated by the District nor prohibited by these rules.
- c. Receipt of usual social amenities, ceremonial gifts, or insubstantial advertising gifts as established by state law (See Section 17, Paragraph B). When an employee's responsibilities require an action or a decision which could be interpreted as a conflict of interest, the employee shall declare the potential conflict. The District Director may then determine and notify the employee of the status of the potential conflict, either approving of the activity or listing the objections of the District.

### **12.4 Non-Competition**

The District has an interest in preserving the integrity of information created, received, or kept as part of its governmental business and processes. As a result, any employee who is separated from the District shall be prohibited from using information classified as private, controlled, protected, and gained during their employment in any manner which may be contrary to law or adverse to the District when representing their private interests after separation. Further, in order to protect the integrity of the process and to ensure equitable treatment to all persons dealing with the District, former employees who, as part of their District duties, worked with or assisted any group, individual, or entity in achieving benefits from the District, shall not privately represent or assist those same groups, individuals, or entities in District matters for a period of at least six (6) months after separation from the District.

### **12.5 Political Activity**

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

- a. No person shall be denied the opportunity to become an applicant for a position by virtue of political opinion or affiliation.
- b. No person employed by the District may be dismissed from service as a result of political opinion or

affiliation.

- c. An employee may voluntarily contribute funds to political groups and become a candidate for public office. The intent of this provision is to allow the individual freedom of political expression and to allow employees to serve as county party officers and state or county delegates.
- d. No employee may directly or indirectly coerce, command, advise, or solicit any employee covered under the personnel system to pay, lend, or contribute part of their salary or compensation or anything else of value to any party, committee, organization, agency, or person for political purposes. No supervisor, department manager, employee, or the District Director, whether elected or appointed, may attempt to make any officer's or employee's employment status dependent upon the employee's support or lack of support for any political party, committee, organization, agency, or person engaged in a political activity.
- e. No employee may engage in any political activity during the hours of employment, nor shall any employee solicit political contributions from other District employees during hours of employment. Nothing in this section shall preclude voluntary contributions by a District employee to the party or candidate of the employee's choice.
- f. Nothing contained in this section shall be construed to permit partisan political activity by any District employee who is prevented or restricted from engaging in such political activity by the provisions of the Federal Hatch Act.

## 12.6 Discrimination Based on Protected Classes

*Amended January 22, 2025*

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

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

12.6.3 Discrimination of a protected class is defined as discrimination of any person because of race, color, religious creed, sex, national origin, age, military status, disability, sexual orientation, gender identification, or any other factors protected by law, including women who are pregnant and/or breastfeeding.

- a. Examples of discrimination may include but are not limited to:
  - i. Using racial or ethnic slurs, offensive stereotypes, or making jokes about these characteristics.
  - ii. Recruiting or hiring practices that are influenced by factors other than skills, knowledge, experience, and a candidate's potential for success.
  - iii. Withholding promotion opportunities or applying adverse employee actions based on factors such as those listed in ¶ 3 above.

12.6.4 Discrimination shall result in disciplinary action up to and including termination of employment.

- a. Employees or officials who willfully report a false discrimination claim shall be subject to disciplinary action.

12.6.5 Reporting and Investigating Claims:

- a. If an employee believes they have been subjected to discrimination, they should:
  - i. Make a written record of the date, time, nature of the incident, and the names of any witnesses.
  - ii. Report the incident immediately to any of the following: a supervisor in the employee's chain of command, the District Director, the Business Manager, or the County Attorney's Office, Civil Division.
  - iii. All incidents should be reported regardless of their seriousness. There shall be no retaliation against an employee who, in good faith, reports an incident of discrimination or against anyone who provides information about violations. Complaints may be submitted by any individual, irrespective of whether the complainant was personally subjected to the offending behavior.
- b. Supervisors who knowingly allow or tolerate any discrimination are in violation of this policy and are subject to disciplinary action up to and including termination of employment. Supervisors must deal quickly and fairly with allegations of discrimination whether or not there has been a formal complaint. They are responsible to:
  - i. Make sure the District's policy is communicated to employees.
  - ii. Immediately report violations to the Business Manager and District Director so that the matter can be investigated.
- c. The District Director, Business Manager, or their designee will conduct a fair and impartial review of the discrimination complaint. All such complaints will be handled with as much confidentiality as possible in order to encourage reporting and to protect the privacy of the parties.
- d. An employee accused of discrimination and facing disciplinary action shall be entitled to receive notice of charges, the evidence to be used against them, and an opportunity to respond before disciplinary action may be taken.

#### 12.6.6 Resolution.

- a. The complainant shall be notified if any disciplinary action has been taken or not taken as a result of the official complaint and subsequent investigation. If either party to the complaint is not satisfied with the action taken or not taken, they may file a written appeal with the Administrative Control Board through the Business Manager within ten (10) working days of receiving official notification of the case resolution from the District Director or Business Manager.
- b. If the complainant is not satisfied with the Board's decision, they have a statutory right to request an investigation by the Utah Division of Antidiscrimination and Labor.

### 12.7 Sexual Harassment

*Amended January 22, 2025*

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when submission to or rejection of this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile or offensive work environment.

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

12.7.1 Sexual harassment of coworkers of any type, on or off duty, subtle or otherwise, shall not be tolerated, and violators will be subject to disciplinary action up to and including termination.

12.7.2 Retaliation is prohibited against any employee(s) who has filed an allegation, testified, assisted in, or participated in any investigation proceeding or hearing relating to sexual harassment under this policy.

12.7.3 False or bad faith claims regarding sexual harassment shall result in disciplinary action against the accuser. An employee accused of sexual harassment and facing disciplinary action shall be entitled to receive notice of charges, the evidence to be used against them, and an opportunity to respond before disciplinary action may be taken.

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

12.7.5 All employees, supervisors and management personnel shall receive training on the sexual harassment policy and grievance procedures during orientation and annually during in service training.

12.7.6 Prohibited Conduct: Any unwelcome behavior of a sexual nature, whether verbal, non-verbal, or physical, is prohibited. There are two major categories of sexual harassment:

- a. Quid Pro Quo Sexual Harassment: occurs when an individual's submission to or rejection of sexual advances or conduct of a sexual nature is used as the basis for employment decisions affecting the individual or the individual's submission to such conduct is made a term or condition of employment.
- b. Hostile Environment Sexual Harassment: occurs when unwelcome sexual conduct unreasonably interferes with an individual's job performance or creates a hostile, intimidating, or offensive work environment even though the harassment may not result in tangible or economic job consequences, that is, the person may not lose pay or a promotion.

12.7.7 Sexual harassment may be addressed through either a formal or informal process, depending on the level of offense, as described below.

- a. Informal Process (for less severe forms of sexual harassment): Employees who experience or witness sexual harassment may, if they so desire, choose to address the situation informally by notifying the offending individual that the behavior is objectionable, that their conduct/behavior is unwelcome and that future similar behavior will result in a formal complaint. During this process, the victim may:
  - i. Ask their supervisor for assistance in determining what to say and how to approach the offending employee.
  - ii. Request the supervisor accompany them when giving the offending employee notice.
  - iii. Ask the supervisor to give notice to the offending employee, accompanied by the victim.

- iv. Ask the supervisor alone to provide notice to the offending employee.
- b. Formal Process (for more severe forms of sexual harassment): Employees who have been subjected to forcible sexual abuse or the intentional unwanted touching of the breasts, buttocks, or genitals are not required to use the informal process and should file a formal complaint.
  - i. This formal complaint may be submitted to a supervisor, department manager, Business Manager, or the District Director.
  - ii. If circumstances involve the immediate supervisor, the employee shall seek assistance through the District Director, Business Manager, or the County Attorney's Office, Civil Division.
  - iii. Complaints shall be in writing and specify the identity of the victim; the identity of the offending employee; the offensive behavior that the offender engaged in; the frequency of the offensive behavior; damage the victim suffered as a result of the offensive behavior; how the victim would like the matter settled; and what the victim would like to see happen.
  - iv. The victim will be allowed a reasonable amount of time during work hours to prepare a formal complaint. The victim should submit formal written complaints to any of the following:
    - 1. The District Director
    - 2. The Business Manager
    - 3. County Attorney's Office, Civil Division

12.7.8 Remedies: When a sexual harassment allegation reveals credible evidence, the accused shall face disciplinary action ranging from a letter of reprimand to termination based on all the circumstances of the case. Information contained in the complaint files shall be released only with the written authorization of the victim and the District Director.

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

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

- a. Open hostility.
- b. Exclusion or ostracism.
- c. Special or more closely monitored attention to work performance.
- d. Assignment to demeaning duties not otherwise performed during the regular course of the employee's duties.



## 12.8 Drug-Free Workplace

*Amended July 13, 2022*

A healthy, safe, and productive workforce that is free from the effects of drugs and alcohol is an essential component in maintaining high-quality operations throughout the District. It is the policy of the District that the unlawful manufacturing, distribution, possession, or use of any controlled substances and/or alcoholic beverages in the workplace is expressly prohibited. All processes, procedures, actions, and requirements undertaken or imposed by the District shall be in conformance with Utah Code §34-41-101 et. seq. Drug and Alcohol Testing and the Omnibus Transportation Employee Testing Act of 1991, revised as of February 15, 1994. In order to achieve a drug-free workplace, employees shall be required to participate in controlled substances testing as set forth below:

### 12.8.1 Testing

- a. All employees shall be required to participate in controlled substances and/or BAC testing under the following circumstances:
  - i. When there is a reasonable suspicion to believe that an employee is in an impaired state as a result of the consumption of drugs or alcohol.
  - ii. When an employee has been involved in an on-duty accident and directed by their supervisor and/or the District Director.
  - iii. Return-to-duty testing.
  - iv. Follow-up testing.
- b. In addition, employees in Safety Sensitive Positions shall be required to participate in controlled substances testing as outlined in paragraph H.1.a above, as well as:
  - i. When an applicant has been extended a conditional offer of employment but before beginning work.

### 12.8.2 On a random basis.

- a. Definitions:
- b. Alcohol - Alcohol is defined as an intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols in methyl and isopropyl alcohol, no matter how it is packaged or in what form the alcohol is stored, utilized, or found.
- c. Controlled Substance - Controlled substances are defined as marijuana (THC), cocaine, phencyclidine (PCP), opiates, and amphetamines (including methamphetamine) or any other substances which are included in Title 58, Chapter 37, Utah Controlled Substances Act.
- d. Drug - Any substance recognized as a drug in the United States Pharmacopeia or other drug compendia, including Title 58, Chapter 37 Utah Controlled Substances Act, or supplement to any of those compendia.
- e. Drug Testing - The scientific chemical analysis used for the detection of the presence of drugs or their metabolites in the human body in accordance with the definitions and terms of this policy.
- f. Random Testing - The unannounced drug testing of an employee in a Safety Sensitive Position who was selected for testing by using a method uninfluenced by any personal characteristics other than the job category.
- g. Reasonable Suspicion - Knowledge sufficient to induce an ordinarily prudent and cautious individual under the circumstances to believe that a prohibited activity is occurring.

- h. Reasonable Suspicion Testing – Drug testing pursuant to an articulated belief based on specific recorded facts and reasonable inferences drawn from those facts that an employee or volunteer is in violation of this drug-free workplace policy.
- i. Positive test - Any test result showing a blood alcohol content of 0.02% or greater or the presence of any controlled substances or their metabolites in the test subject or a sample that has been tampered with.
- j. Refusal to Submit to Testing - Failure to provide adequate breath or urine sample without a valid or verified medical explanation after the employee has received notice that they are being tested and a breath or urine sample is required or engages in conduct that clearly obstructs the testing process.
- k. Safety Sensitive Position - Any position which requires an employee to operate a vehicle or equipment.
- l. Return to duty testing - The drug/alcohol testing, with a verified negative test result for controlled substances or their metabolites, of an employee who has been released back to work after seeking help from a rehabilitation program.
- m. Follow-up testing - The drug/alcohol testing of an employee who has sought professional help from a rehabilitation program. The employee shall be tested monthly while under the care of the Substance Abuse Professional and upon release from a rehabilitation program. The employee shall be tested a minimum of six (6) times in the following twelve (12) months following their return to duty. Employees may be subjected to follow-up drug/alcohol testing for a period not to exceed sixty (60) months.
  - i. Follow-up testing beyond one (1) year shall be based on a need assessment provided by a substance abuse professional.

12.8.3 If the employee seeks help prior to discovery, then, confidentiality, job security, and promotional opportunities will be protected. But if the employee does not attempt to seek help and the problem comes to the attention of the District through other means, the employee will be terminated. Discovery begins when an employee has been notified of a random drug test or is directed to be tested following an accident or in the event of reasonable suspicion cases as deemed appropriate by the District Director.

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

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

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

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

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

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

12.8.10 Employees performing in safety-sensitive positions are subject to random drug/alcohol tests. The District maintains the right to conduct unannounced inspections of District-owned property, vehicles, workstations, equipment, desks, cabinets, etc.

12.8.11 The District maintains the right to utilize detection methods necessary for the enforcement of this policy including blood, urine, or other tests, and the use of electronic detection equipment and trained animals.

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

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

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

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

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

12.8.17 If an employee tests positive for a controlled substance or the test results show a blood alcohol content of 0.04% or greater, the employee may be referred to a Substance Abuse Professional who shall perform an evaluation at the District's expense to determine whether the employee has a drug/alcohol

problem. This employee may also be provided with information about drug or alcohol treatment programs in the area. The District shall have no obligation or duty to pay for or provide financial assistance for a drug/alcohol treatment program. Referral to treatment creates no protection from other disciplinary actions.

12.8.18 The District shall require a final applicant selected for a Safety Sensitive position with the District to undergo a drug screening test to detect the presence of illegal drugs, controlled substances, or their metabolites in the body. Refusal to take such a test shall be grounds for denial of employment. An applicant who tests positive for a controlled substance or its metabolites, as defined in the definitions of this policy, shall be denied employment with the District for a period of no less than two (2) years. Such applicant may be considered for future employment after such time and following the documented successful completion of a drug/alcohol treatment program accompanied by a positive recommendation of a health care professional but will be required to undergo a mandatory drug screening test before any future employment offer shall be extended and may be subject to random testing for a period of not more than sixty (60) months.

12.8.19 Employees may direct any questions regarding this policy to the District Director and/or Business Manager.

## **12.9 Nonsmoking Policy**

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

12.9.1 The District recognizes that smoking in the workplace can adversely affect employees. Accordingly, smoking is restricted at all District facilities.

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

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

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

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

accordance with this policy.

### **12.10 Serious and Communicable Diseases**

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

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

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

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

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

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

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

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

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





# Mountain Regional Water SSD

Treatment Plant Expansion and WIFIA Presentation

June 11, 2025



# Outline

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Summarized District Overview

Project Information and Background

Parameters Resolution \$61M

- \$43M WIFIA FUNDING
- \$18M 2023 Bond Refunding

Q&A





# System Metrics



Approximately  
6,067 connections

Standby  
Customers: 937

Area:  
approximately  
40 square miles

6.3 million gallons  
of drinking water  
delivered on peak  
day

9,200 GPM  
capacity at Lost  
Canyon pump  
station

2.6 MGD surface  
water treatment  
capacity

## Interconnections:

- Regionalized many independent water systems
- 7 emergency/wholesale with other water agencies

## Sources/Distribution/Storage:

- 16 groundwater wells
- Over 130 miles of pipe
- 12.5 MG drinking water storage
- 8.9 MG raw water storage

# Who are we?

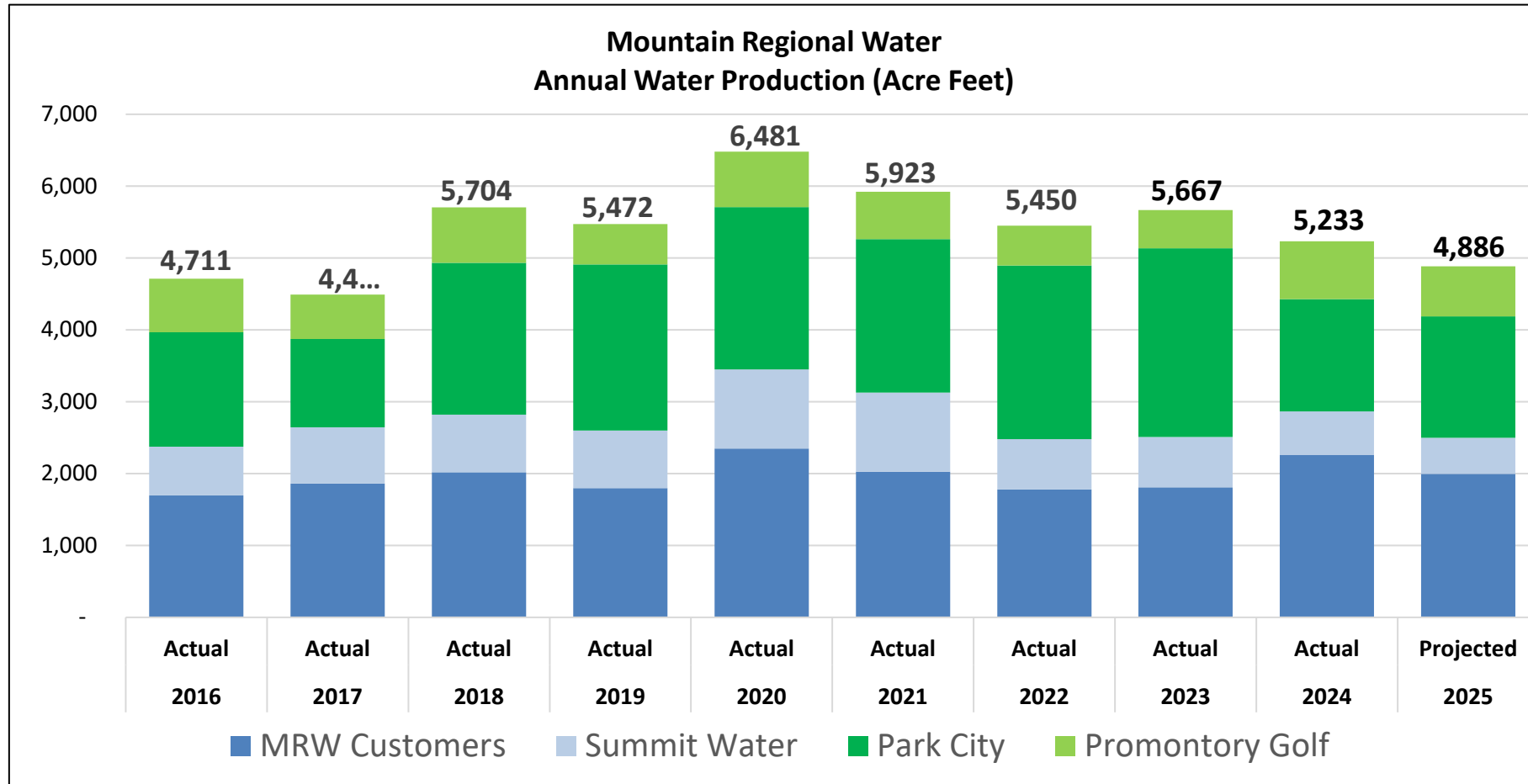
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- More than 300 years combined experience in water service. 3 of 31 have been here since the District inception
- Licensed Civil Engineer
- Licensed Surveyor
- Licensed Contractor
- 16 Operators certified at the highest level
- Masters in Business Administration
- Certified Public Accountant
- Certified Backflow Administrator
- Certified GIS Administrator
- Civil, Structural, Electrical Engineering Consultants



# Water Delivery by Category



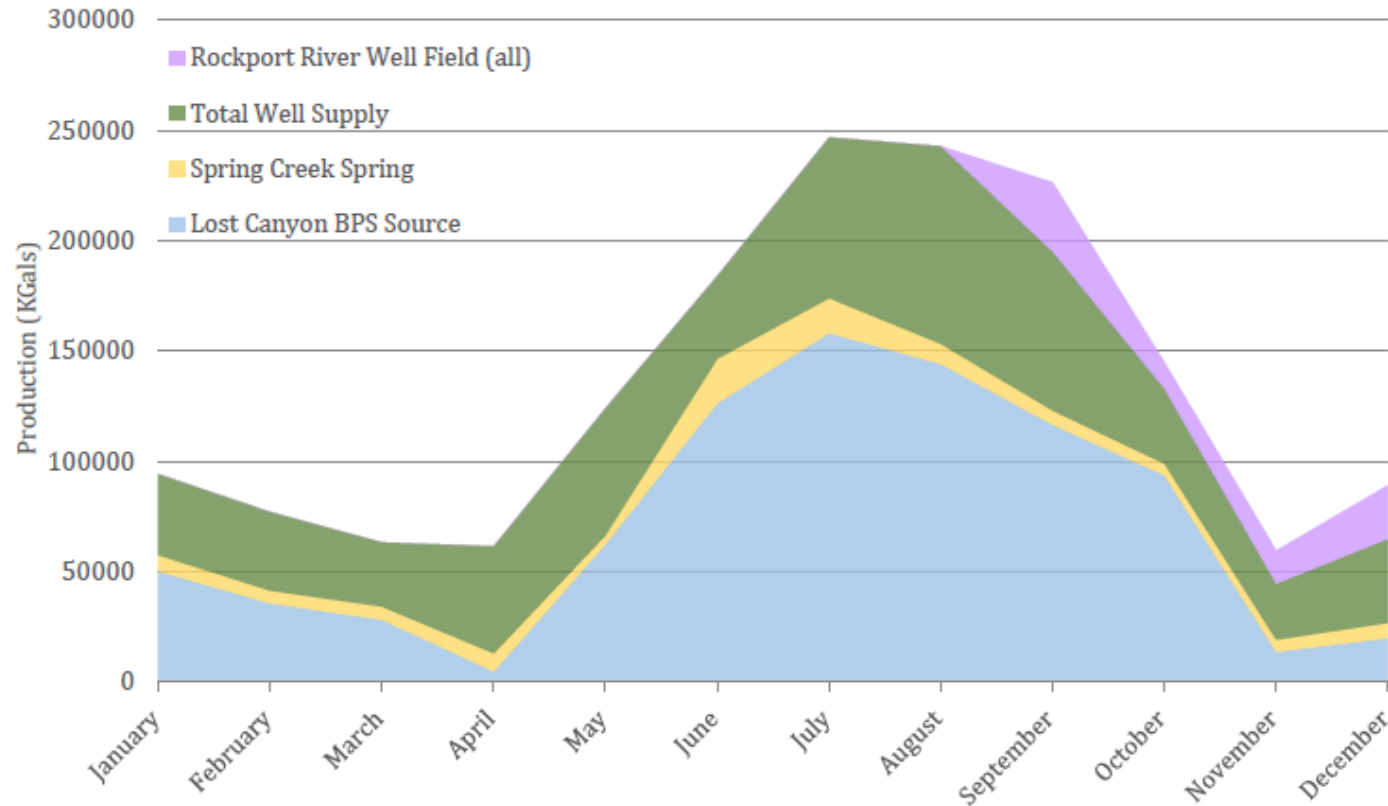


# Project Information and Background





# District Water Supply

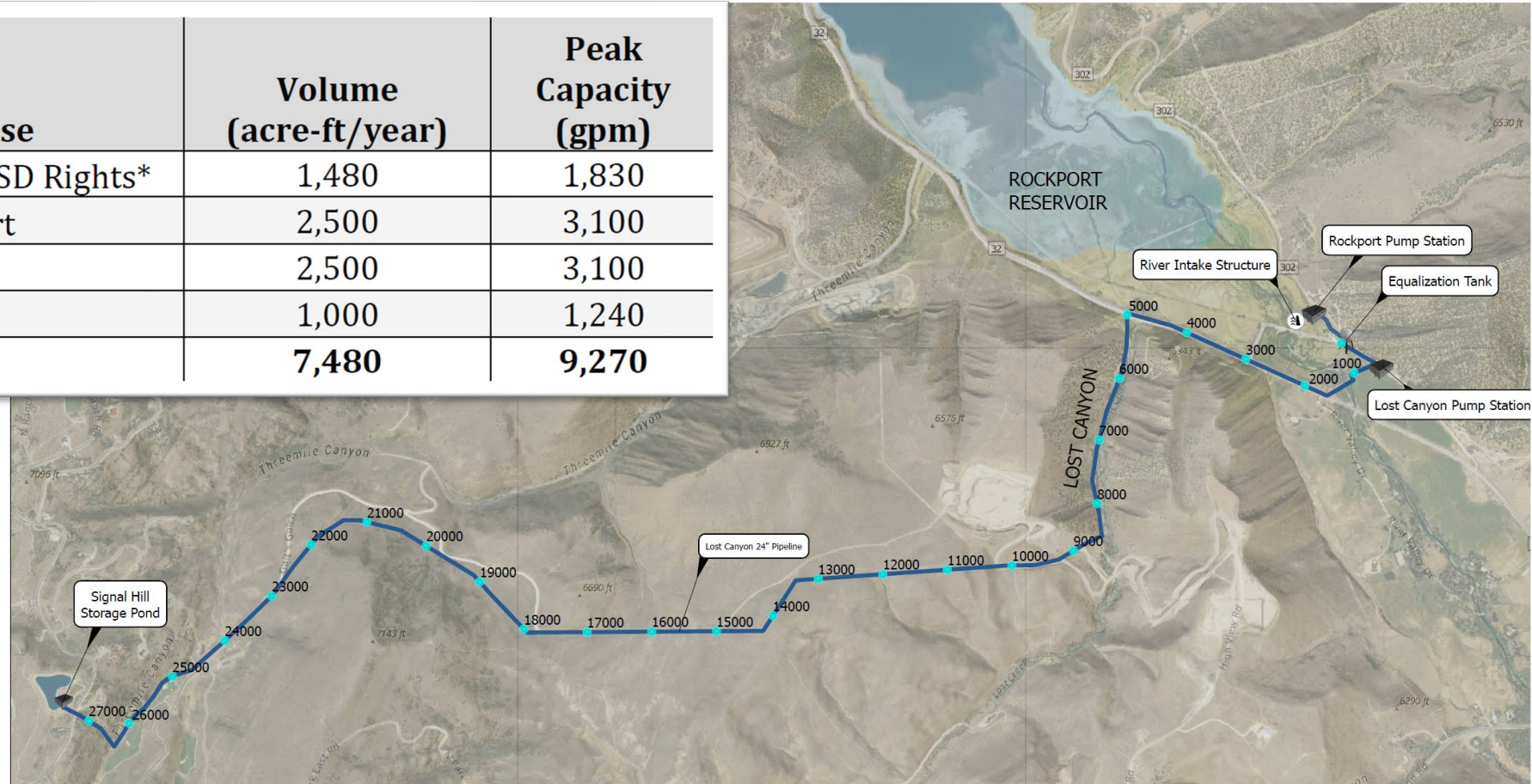


- 2020 example production year, monthly drinking water production from all facilities
- Peak day typically in July, with a ~3-week sustained window

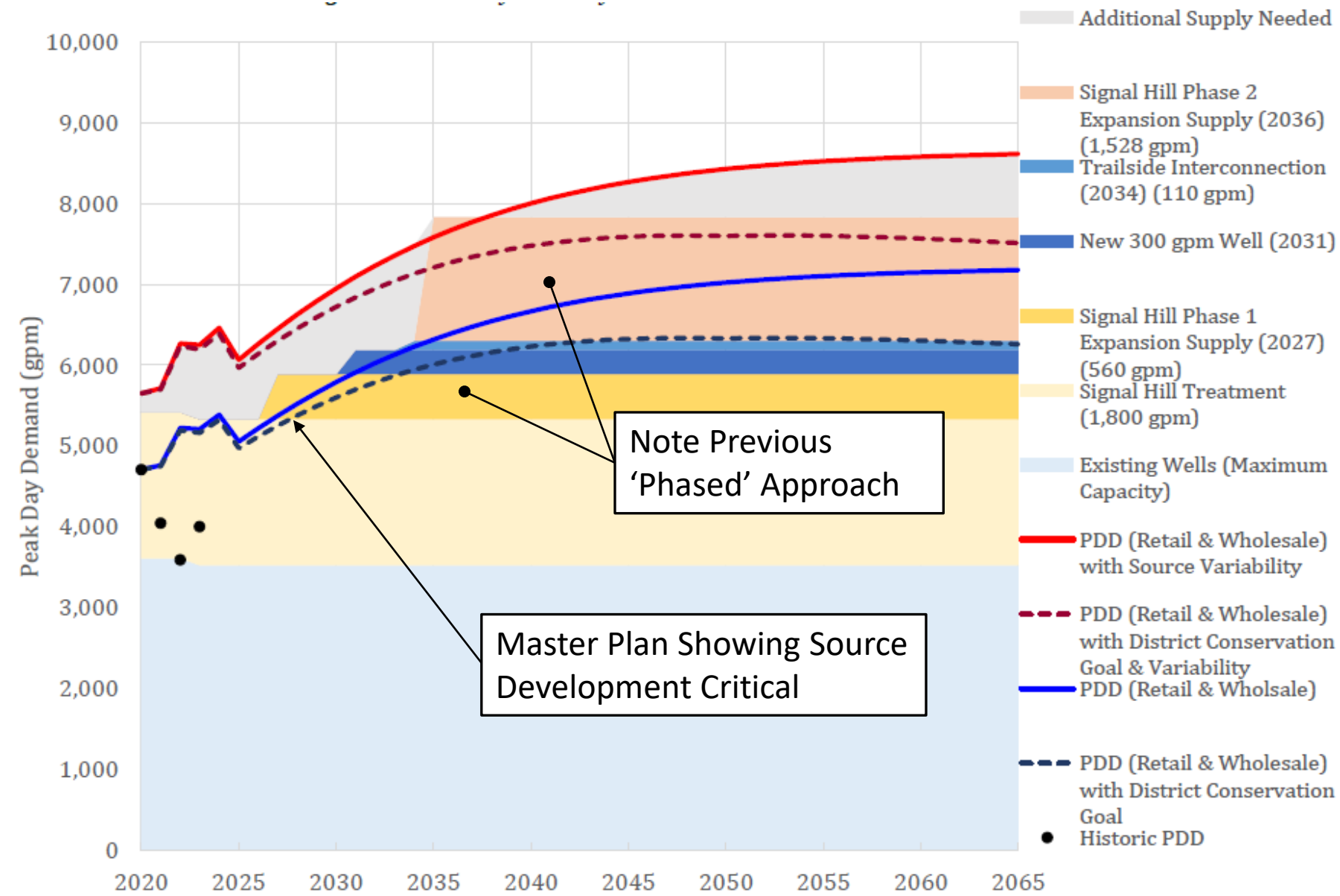
# Lost Canyon System



Purpose	Volume (acre-ft/year)	Peak Capacity (gpm)
Existing MRWSSD Rights*	1,480	1,830
Park City Import	2,500	3,100
Other Import	2,500	3,100
Contingency	1,000	1,240
<b>Total</b>	<b>7,480</b>	<b>9,270</b>



# Master Planning Peak Day



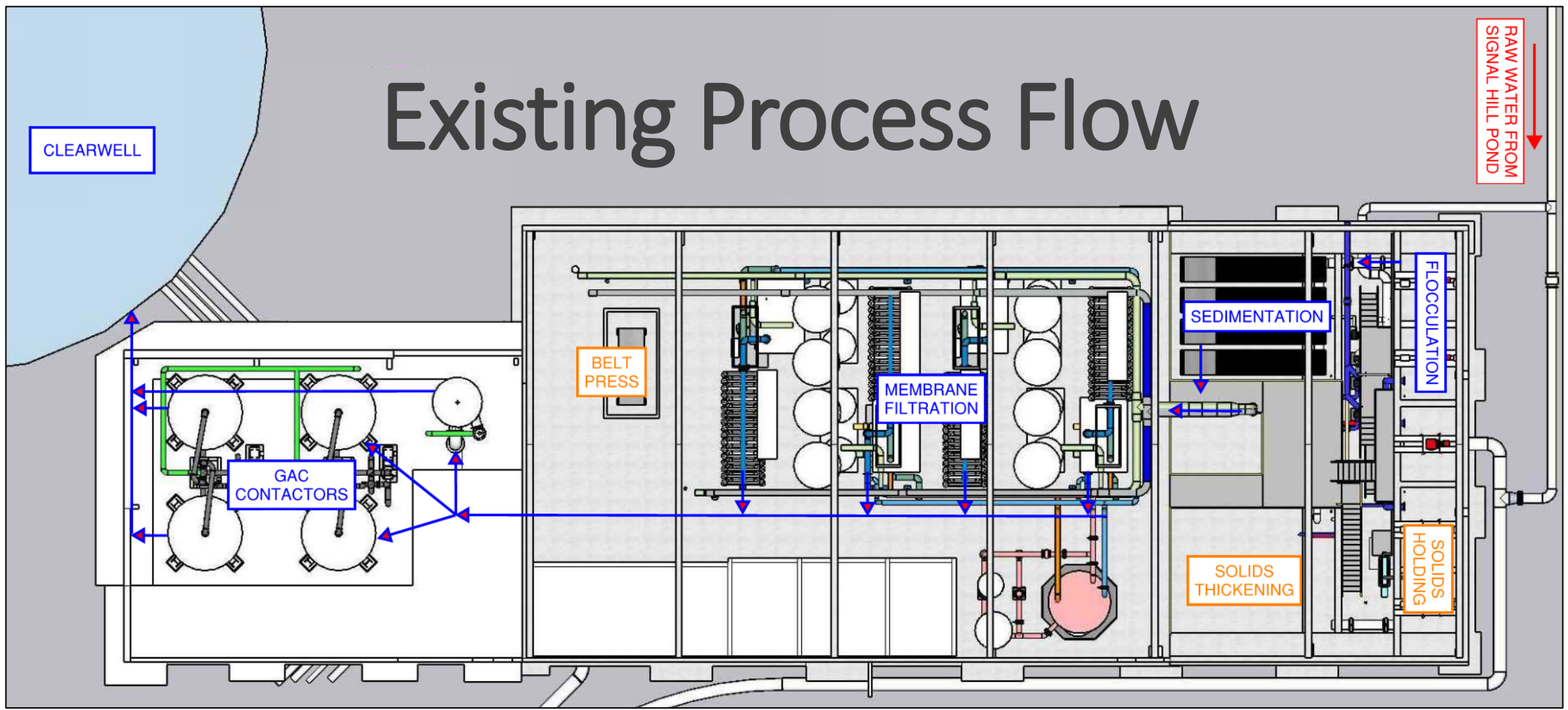
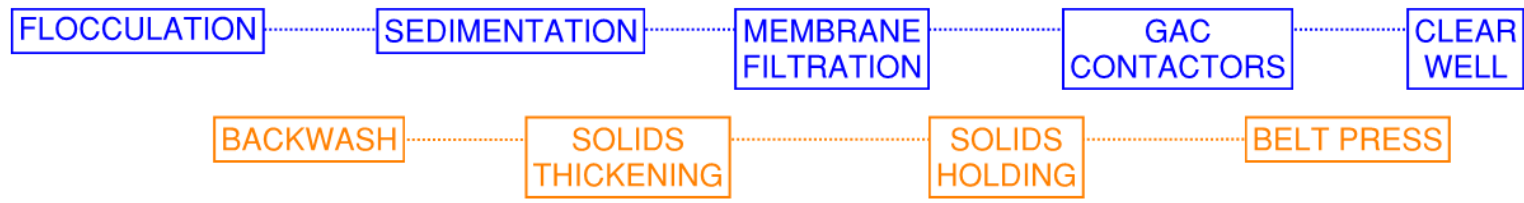
# Project Objectives



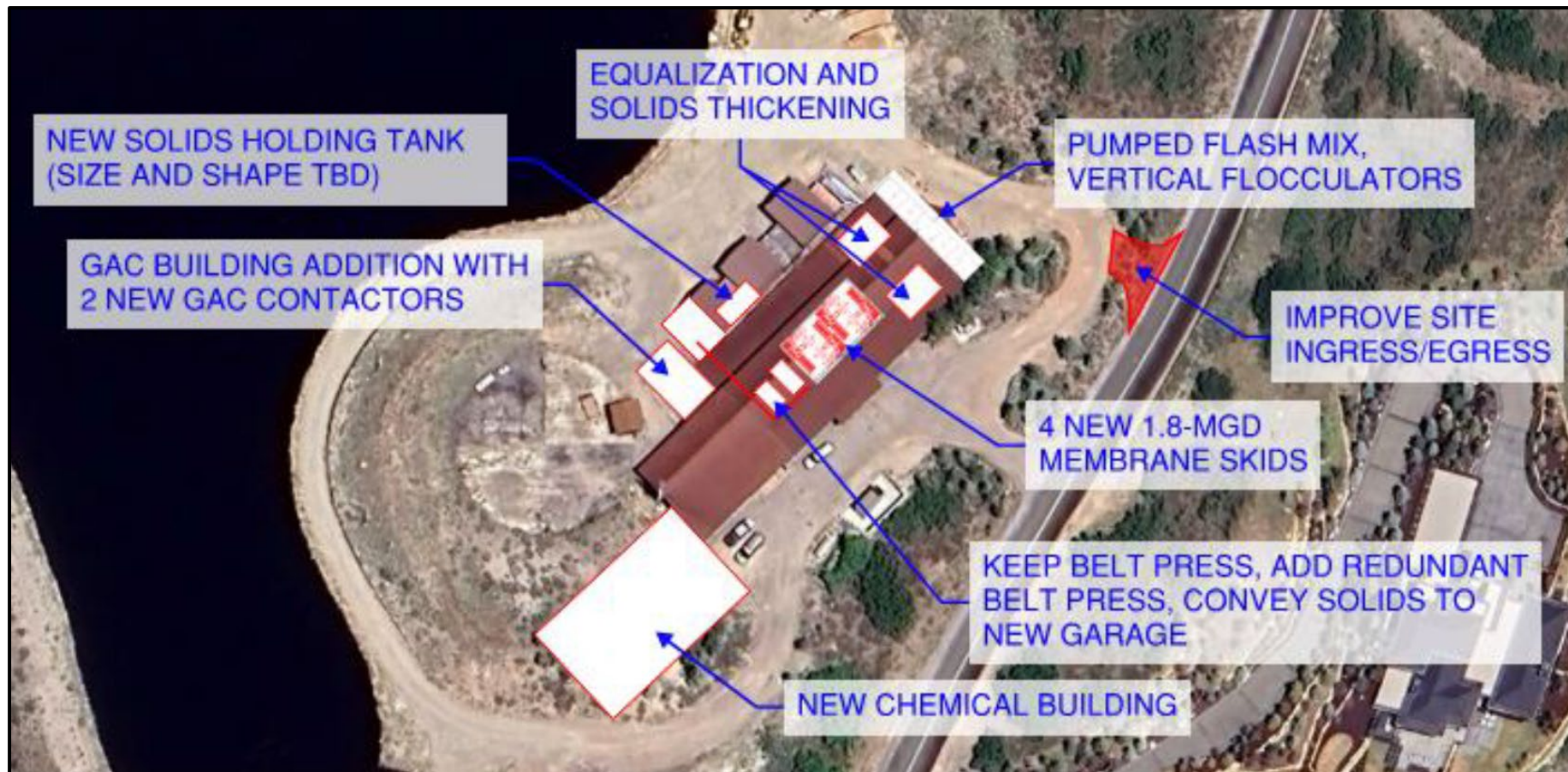
- Meet increased demand
- Fully utilize Lost Canyon water
- Meet water quality objectives
- Increase safety
- Improve operations & maintenance
- Provide reliability/redundancy
- Future resilience (e.g., regulatory changes, wildfire, etc.)
- Capital and O&M costs







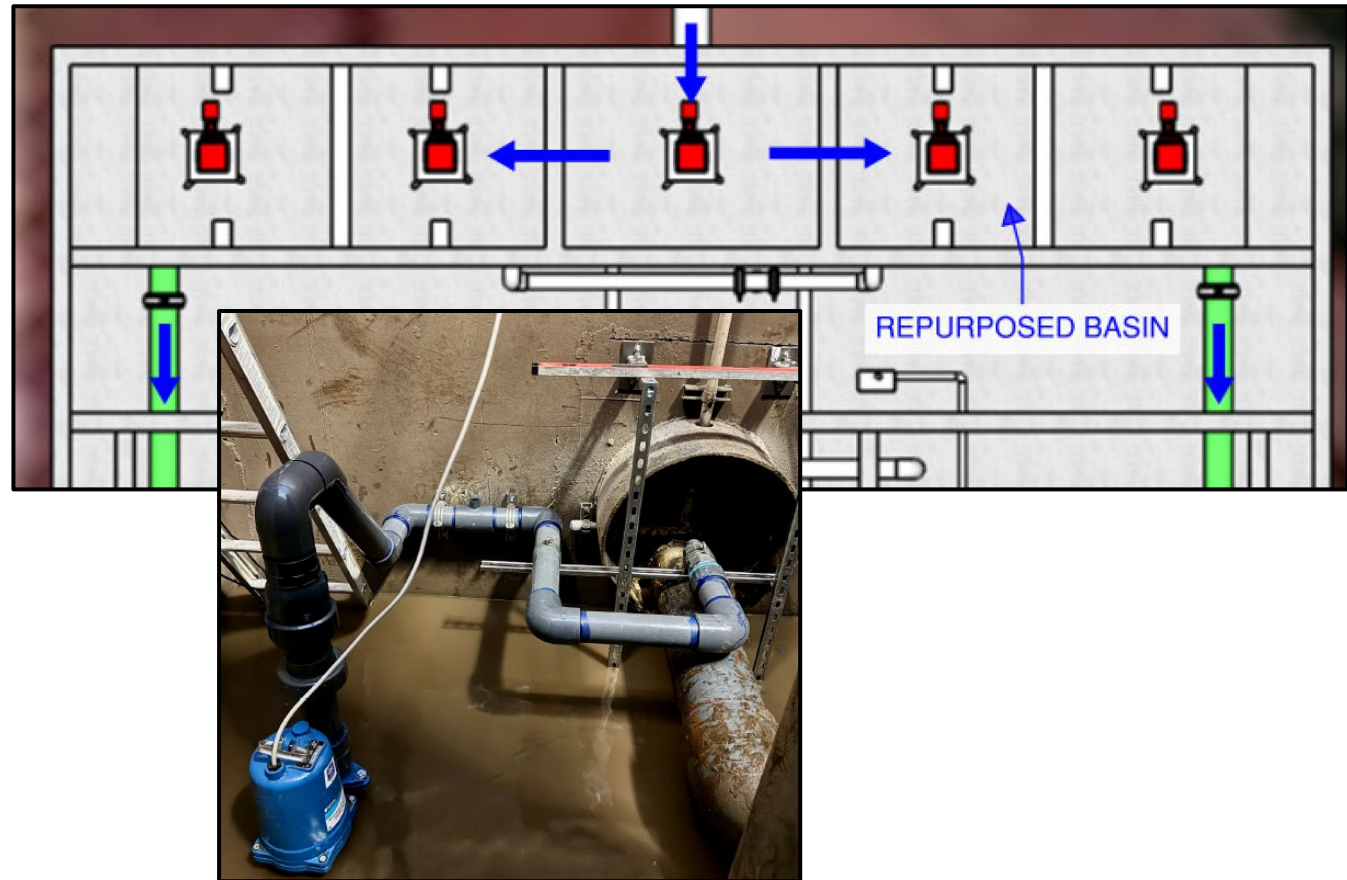
# Proposed Project Layout



# Flash Mix and Flocculation



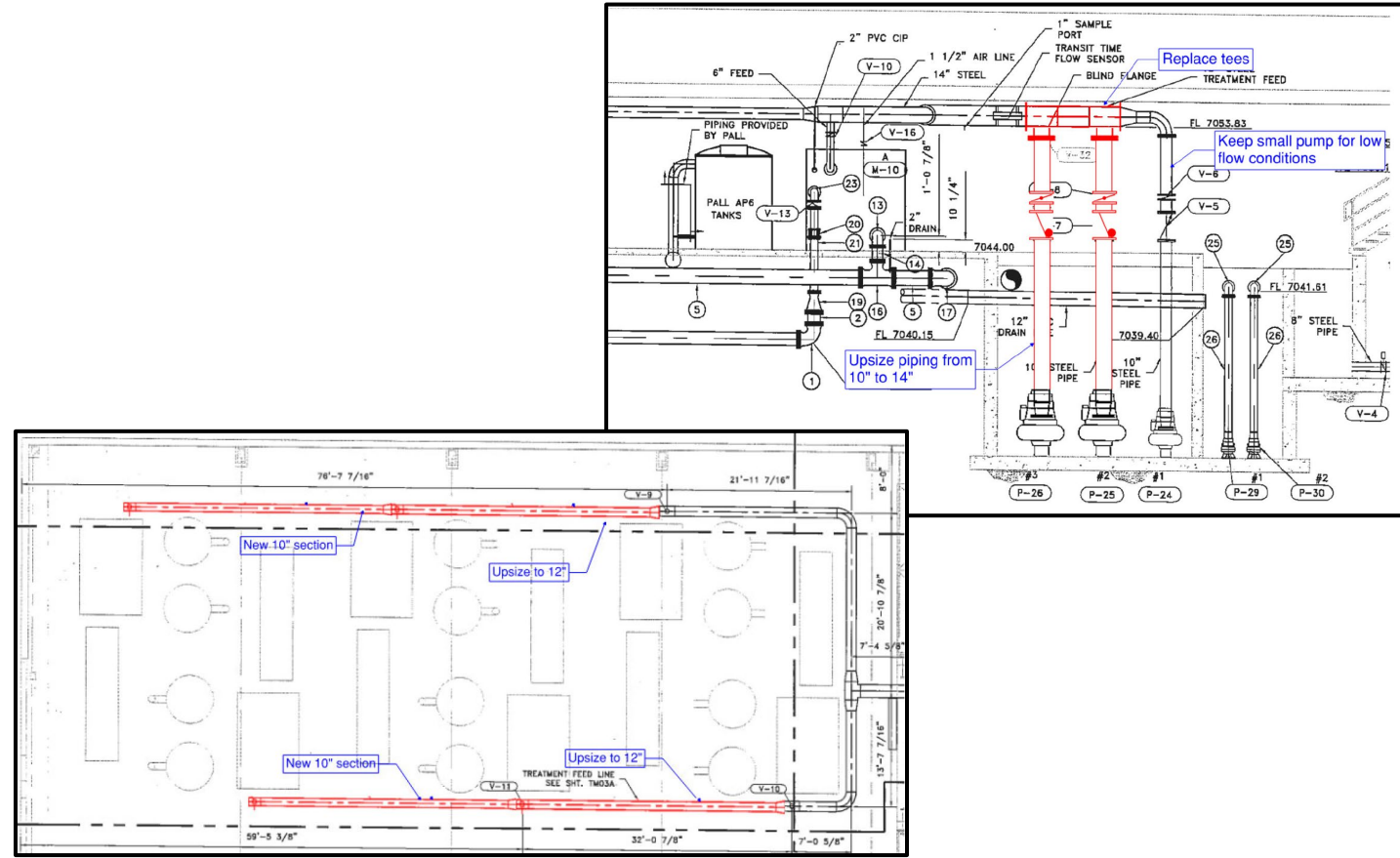
- Reclaims solids holding tank for improved flocculation process
- Removes flawed bubble mixer and implements pumped flash mix
- Cost: **\$895,000**





# Direct Filtration and Membrane Wet Well

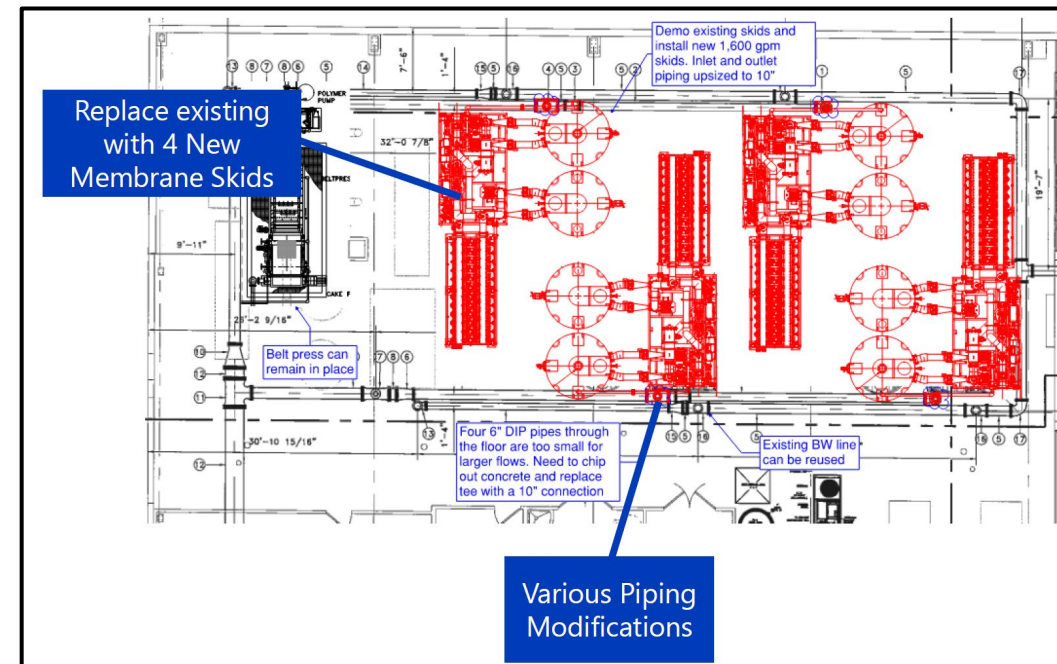
- Eliminates needs for sedimentation basins, **\$9M capital savings**
- Increased capacity and new configuration
- Cost: **\$120,000**



# Membrane Filtration



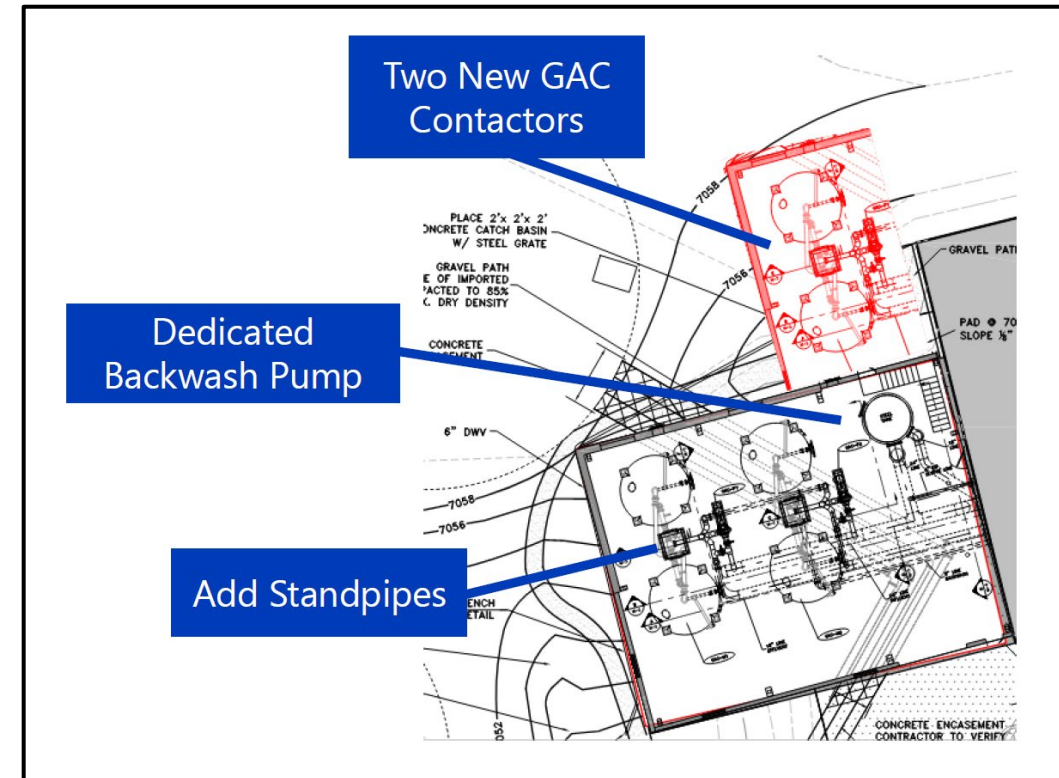
- (4) new modular skids
  - allows for 5.5 MGD
- Increases capacity, resiliency, and redundancy to the process
- Replaces aging (original) membrane hardware
- Cost: **\$15,125,000**



# Granular Activated Carbon (GAC)



- GAC is primary removal of TOC in process
- Improved coagulation only requires (2) new vessels
- Other mechanical and pumping improvements
- Cost: **\$4,466,000**

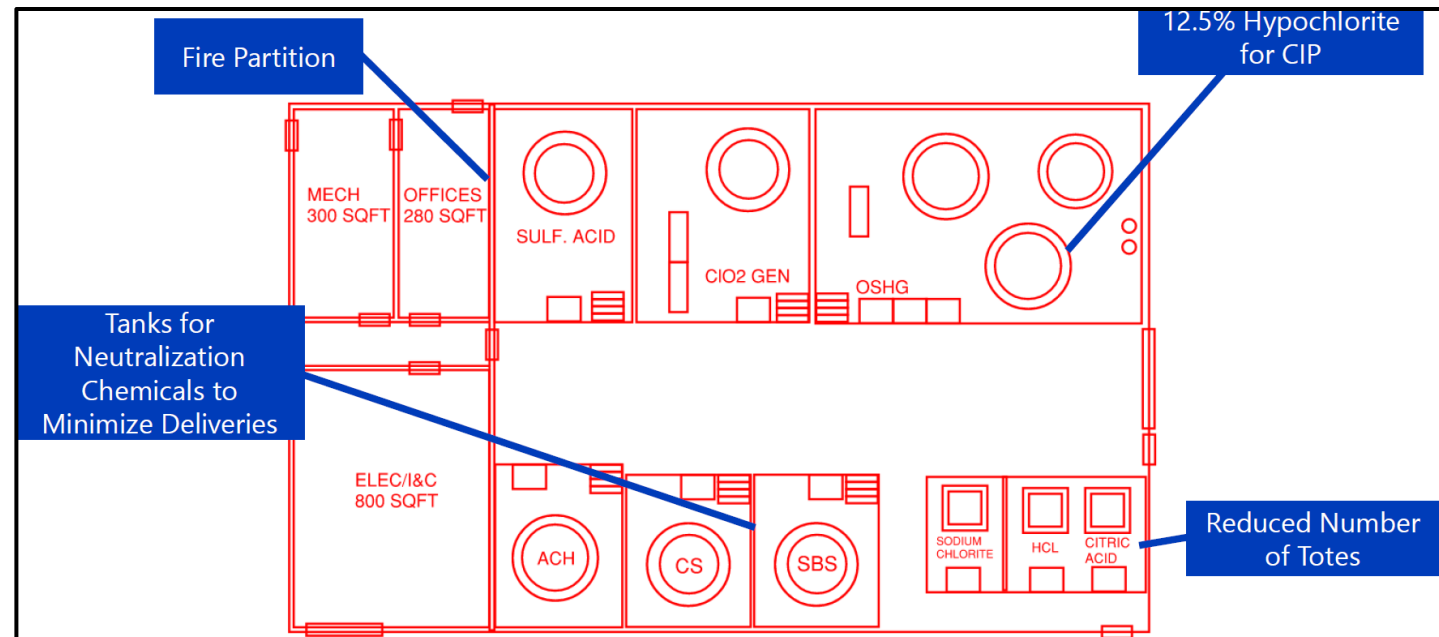


# Chemical Building



- No current dedicated chemical storage
- Centralize storage, improve safety and operations
- New chemical building structure approximately 5,200 square feet

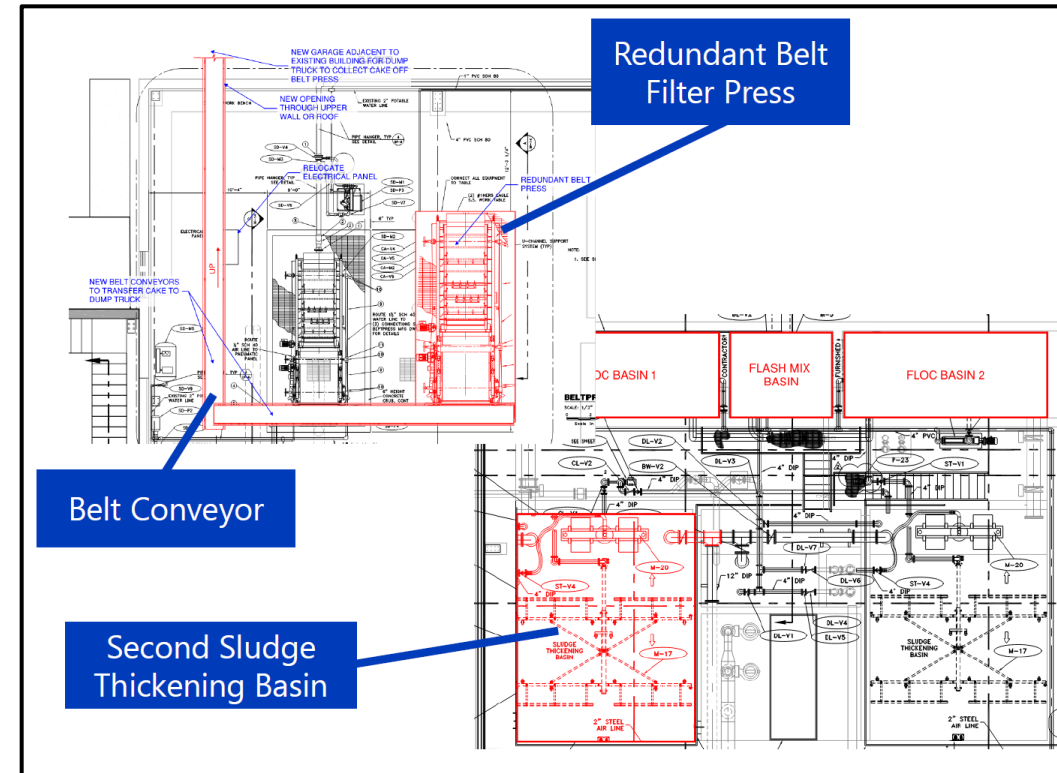
- Cost: **\$8,996,000**



# Solids Handling



- Second belt filter press
- New solids holding tank in exterior footprint
- Belt conveyor
- Repurpose sedimentation basin as second thickening basin
- Avoids significant cost of new dewatering facility
- Cost: **\$4,719,000**





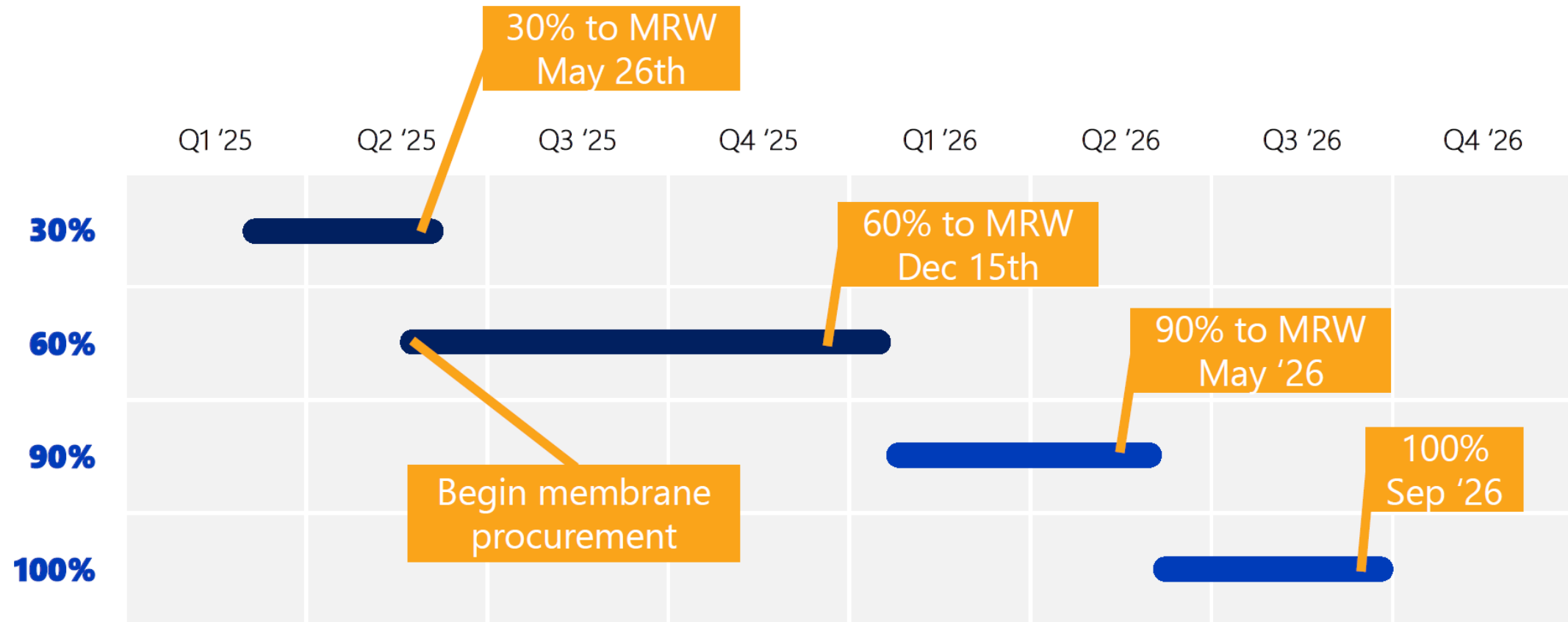
# Other Civil



- New sewer connection
  - Estimated impact fee: \$500,000
- Reevaluate site ingress and egress
- Cost: **\$1,047,000**



# Design Schedule



# Conceptual Cost Summary

No.	Description	Total
01	Flash Mix and Flocculation	\$895,000
02	Direct Filtration and Membrane Wet Well	\$120,000
03	Membrane Filtration	\$15,125,000
04	GAC	\$4,466,000
05	Chemical Building	\$8,996,000
06	Solids Handling	\$4,719,000
07	Other Civil	\$1,047,000
	<b>TOTAL CONSTRUCTION COST</b>	<b>\$35,368,000</b>
	Pre-Design/Design Fee	\$3,501,993
	Assumed Construction Management Fee	\$2,900,000
	Assumed SBWRD Impact Fee	\$500,000
	<b>TOTAL COST</b>	<b>\$42,269,993</b>

# Financial Information



# Funding Sources Summary

No.	Description	Total
<b>TOTAL COST</b>		<b>\$42,269,993</b>
01	WIFIA LOAN	\$34,292,460
02	Division of Drinking Water Funding	\$2,000,000
03	Previously Incurred Costs	\$534,266
04	Impact Fees	\$2,300,000
05	Additional District Cash	\$3,143,267
<b>TOTAL SOURCES</b>		<b>\$42,269,993</b>



# Why a WIFIA Loan

---

- **Flexible draw down**
  - Funds can be drawn down over time and interest is only accrued on that portion. No obligation to draw down full approved amount.
- **Long amortization period**
  - The amortization period for the loan can be up to 35 years which includes the first payment not being required until five years after substantial completion.
- **Post-closing flexibility**
  - A one-time rate reset after the loan is closed and before any funds are drawn is available.
  - Adjustable project scope and timeline to respond to changing construction schedules.
- **No prepayment penalties**
  - The WIFIA loan can be repaid at any time without penalty.
- **Quick reimbursements**
  - The WIFIA loan can be repaid at any time without penalty.





# WIFIA Closing Timeline

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- June 25<sup>th</sup> – Council meeting to adopt Parameters Resolution
- July 9<sup>th</sup> – Council meeting for Public Hearing
- July through October 2025 – District works with WIFIA team on loan closing
- Q4 2025 – WIFIA loan closed
- January 1, 2027 – First draw down on WIFIA Loan.



Questions?





**RESOLUTION NO. MRW 2025-xx**

**A RESOLUTION ANNEXING CERTAIN REAL PROPERTY TO THE MOUNTAIN  
REGIONAL WATER SPECIAL SERVICE DISTRICT  
(Parcel PP-87-14)**

**WHEREAS**, the Summit County Council of Summit County, Utah (the “Council”), established a local district designated as the Mountain Regional Water Special Service District (the “District”), to provide water services within its boundaries; and

**WHEREAS**, Utah Code Ann. §17D-1-401 provides that additional land from that specified in the resolution establishing a local district may be annexed to the District in conformance with the applicable procedures; and

**WHEREAS**, §17D-1-203 and §17D-1-401(2) provide that the Council, may be petitioned to annex an area into the District; and

**WHEREAS**, there have been numerous annexations into the District since its establishment in 2000; and

**WHEREAS**, **CARPENTER FAMILY TRUST** has petitioned the Council to annex its land into the District (the “Petition”). In the Petition, **CARPENTER FAMILY TRUST** represented that it is the sole owner of **Parcel PP-87-14**; and

**WHEREAS**, the Summit County Clerk has certified the Petition; and

**WHEREAS**, §17D-1-402 provides that the notice, hearing, and protest period do not apply if a petition for annexation of additional area is filed with the signatures of all of the owners of taxable real property;

**WHEREAS**, **CARPENTER FAMILY TRUST** has signed the Petition for annexation.

**NOW, A THEREFOR, BE IT RESOLVED** by the Summit County Council as

follows:

Section 1. **FINDINGS.** The Council finds and determines that public health, convenience, and necessity requires that certain land situated in Summit County, State of Utah, being generally described as parcel **PP-87-14** located in Summit County, Utah (the “Property”) be annexed into the District.

Section 2. **ANNEXATION.** The Property is hereby annexed into the boundaries of Mountain Regional Water Special Service District. The property annexed shall be governed by and become an integral part of the District. Pursuant to this annexation, the owners of the Property shall be entitled, upon entering into a Water Service Agreement with the District, to receive the benefit of water services and facilities provided by the District, and shall be subject to the rights, powers and authority of the District, including, without limitation, the right, power and authority of the District to promulgate rules and regulations for the operation of the District, to levy ad valorem taxes on the Property, and to impose such fees and charges as shall be necessary to pay for all or part of the commodities, facilities and services to be provided by the District for the payment of the District’s bonds and other obligations.

Section 3. **Direction.** All officers and employees of the District are hereby directed to take such action as shall be necessary and appropriate to effectuate the provisions of this Resolution and the intent expressed herein.

Section 4. **Effective Date.** This Resolution shall take effect immediately upon its approval and adoption by the Summit County Council.

APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025

SUMMIT COUNTY COUNCIL  
SUMMIT COUNTY, UTAH

---

Tonja Hansen  
Chair

ATTEST:

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Evelyn Furse  
County Clerk

APPROVED AS TO FORM:

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David L. Thomas  
Chief Civil Deputy



## STAFF REPORT

TO: Summit County Council

FROM: Summit County Auditor Office

DATE: June 11, 2025

RE: 2025 Tax Lien Sale Results and Acceptance

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### Summary

As of March 15, 2025, there were 19 properties slated for tax sale with back taxes totaling \$149K. Council approved the following actions on three of those properties:

- S-1175 UNITED PARK CITY MINES COMPANY
  - Withdrawn from sale, discretionary abatement of some delinquent amounts due, and the property owner has paid the balance outstanding
- PP-63-B UTAH SPORTS AUTHORITY
  - Withdrawn from sale, allowing time for clean-up items and a deed to the county to be completed
- SA-254-2 WESTERN MORTGAGE SERVICES
  - withdraw from sale, allowing Park City time to clear title

The sale was held as an online auction via Public Surplus on May 22<sup>nd</sup>. Two properties were auctioned, see the results summary below. Minimum bid amounts required were the total amounts due on accounts. Payments in full have been received from the winning bidders by Public Surplus. Overpayment amounts will be treated as unclaimed property.

### 2025 Sale Properties and Results

Account	Parcel Number	Previous Owner Name	Amount Due 5/22/2025	Winning Bid Price	New Vesting
0291389	TLS-A-1-AM	692 MAIN STREET INVESTORS LLC	\$ 375.49	\$ 22,100.00	Western Healthcare Group LLC
0006266	FT-62	SIMMONS HARRY	\$ 409.54	\$ 409.54	Wilshire Real Estate, LLC

**Action Requested**

County council accept and ratify the winning bids and results of the 2025 tax sale, per Utah Code 59-2-1351.1 and County Ordinance 1-12C-7.

Once accepted, the county auditor will execute deeds conveying ownership to the purchasers.

Thank you for your time.

Chase Black  
Chief Deputy Auditor

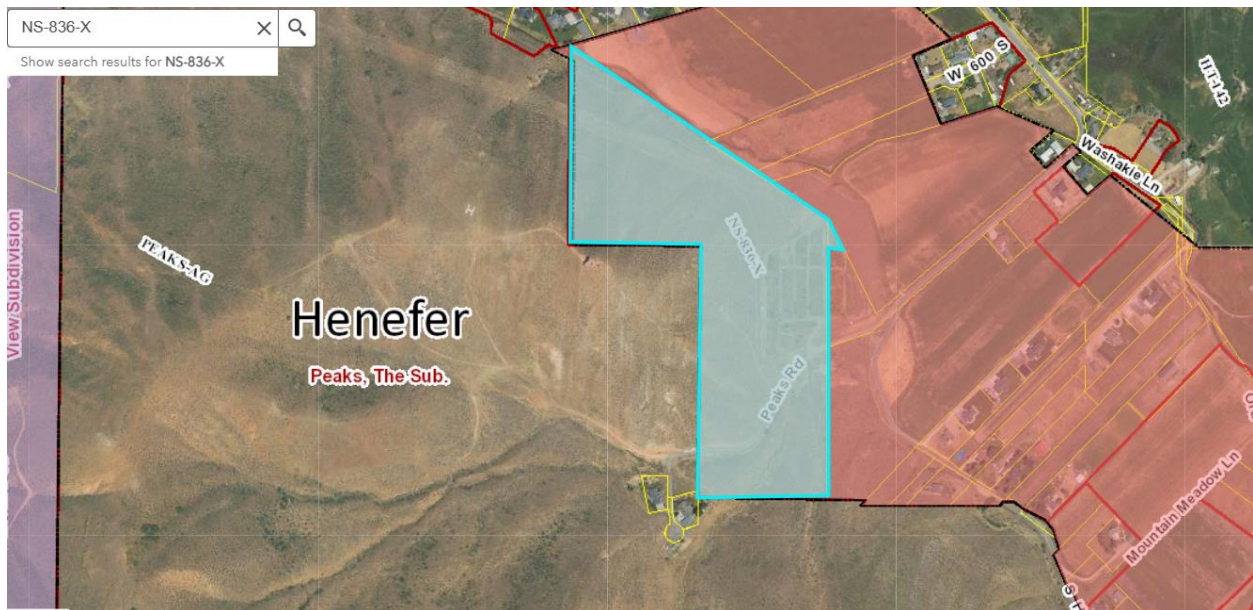


## STAFF REPORT

**To:** Summit County Council  
**From:** Laura Kuhrmeyer, County Planner  
**Date of Meeting:** June 11, 2025  
**Type of Item:** Annexation Petition – Henefer Cemetery Annexation (NS-836-X)  
**Process:** Legislative

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On April 2, 2025, Summit County received the request for mailing for the petition for Parcel NS-836-X to annex into Henefer Town, referred to as the Henefer Cemetery Annexation. The proposed annexation area consists of approximately 41 acres, located off Peaks Road. A map of the area is attached as Exhibit A and outlined below in blue.



The proposed annexation area is currently zoned Agriculture-5 (AG-5) and is located in the Eastern Summit County Planning District. The Parcel is adjacent to the current Henefer Town boundary and is also located within the Annexation Declaration Area of Henefer Town. The Town Council accepted the petition for further consideration and the petitioners requested a mailing notice to be sent by Summit County.

The petitioners (Henefer Town) seek to annex the Parcel into Henefer Town and the Town will determine the density and types of development that could be allowed on the property.

On May 13, 2025, the County received the certified petition. Under [Utah Code §10-2-407](#), the County has the right to protest the annexation within 30 days of receiving the certified petition.

Staff reviewed the proposed annexation and finds it complies with [Utah State Code §10-2-402](#) and does not see any reason to formally protest the annexation.

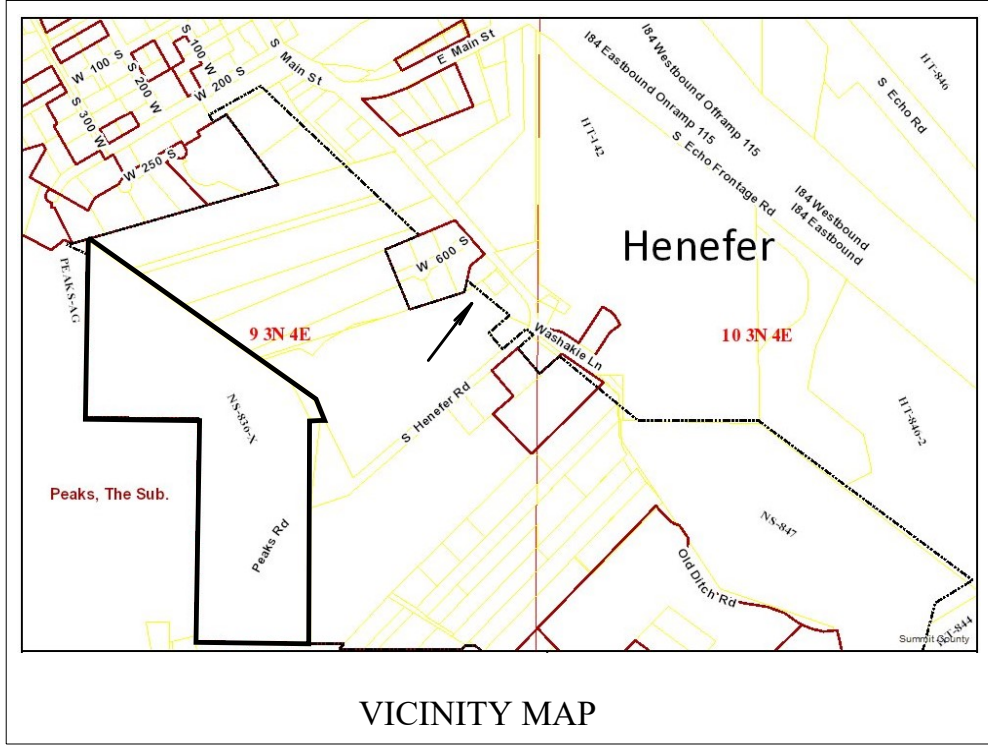
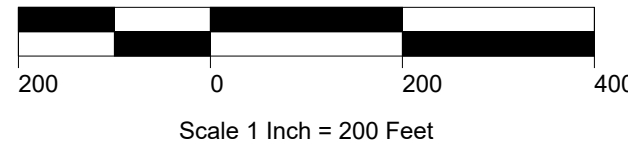
**Attachments**

Exhibit A – Proposed Henefer Cemetery Annexation Area



FINAL LOCAL ENTITY PLAT - HENEFER CEMETERY ANNEXATION INTO HENEFER TOWN  
2025

For Parcel NS-836-X, located in the Northeast 1/4 & Southeast 1/4 of Section 9, Township 3  
North, Range 4 East, Salt Lake Base and Meridian  
Henefer, Summit County, Utah



HIGH MOUNTAIN  
SURVEYING, LLC  
P.O. Box 445  
1325 South Hoytsville Road  
Coalville, Utah 84017  
(435) 336-4210

SHEET 1 OF 1

COMMENTS

SURVEYED BY:	PCF	DRAWN BY:	PCF
PCS FILE:		PROJECT NO:	
DATE:			September 20, 2025

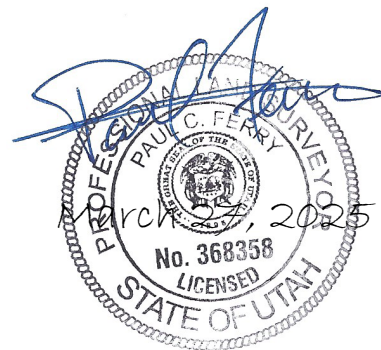
Annexation Description

A tract of land being part of the East 1/2 of Section 9, Township 3 North, Range 4 East, SLB&M and having a Basis of Bearing matching the Utah North State Plane Coordinate System (NAD83) described as follows:

Beginning at the Southeast Corner of the Northwest 1/4 of the Southeast 1/4 of said Section 9, said point being North 00°22'35" East 1328.45 feet along the Section Line and North 89°23'30" West 1350.90 feet from the Southeast Corner of Section 9, T3N, R4E, SLB&M and running thence North 89°23'30" West 675.46 feet along the 1/16 Line; thence North 0°09'13" East 1308.06 feet along the westerly line of the east 1/2 of the SE 1/4 of said Section 9 to a point on the 1/4 Section Line; thence North 89°26'58" West 677.15 feet to the center 1/4 corner of said Section 9; thence North 0°04'47" East 1044.65 feet to a point on the Rulon Richins Subdivision; thence South 55°49'34" East 1078.44 feet; thence South 55°50'30" East 181.26 feet; thence South 57°01'31" East 286.91 feet; thence South 54°33'05" East 95.35 feet along an existing line of fence; thence South 26°45'12" East 149.91 feet along said fence to a point of intersection with the 1/4 Section Line; thence North 89°26'58" West 83.57 feet along said 1/4 Section Line; thence South 0°13'40" West 1308.73 feet along the East line of the East 1/2 of the NW1/4 of the SE1/4 of said Section 9, to the POINT OF BEGINNING, said described tract containing 38.90 Acres, more or less.

Surveyor Certificate

I Paul Ferry, a Licensed Professional Land Surveyor as prescribed by the Laws of the State of Utah and holding License No. 368358, do hereby certify that I have made a survey, or a field survey was made under my direction of the described property by and that the plat hereon is a true and correct representation of said survey.



FINAL LOCAL ENTITY PLAT APPROVAL	
APPROVED AS TO FORM Summit County Surveyor	COUNTY SURVEYOR FILING State of Utah County Summit
Approved in compliance with Section 17-23-20 of the Utah Code this _____ day of _____, 2025.  Summit County Surveyor  BY: _____ Acting Summit County Surveyor	

Henefer Town Council

Reviewed and Approved by the Henefer Town Council  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Mayor

Attest: City Recorder

COUNTY RECORDER

NO.

State of Utah, County of Summit, Recorded and filed at the request of

Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_ Time: \_\_\_\_ Book: \_\_\_\_ Page: \_\_\_\_

Fee \$

County Recorder

**Henefer Town Annexation Survey**

Prepared For: Henefer Town, Mayor Kay Richins  
Henefer Cemetery, NS-836-X  
Part of the East Half of Section 9, T3N, R4E, SLB&M  
Henefer, Summit County, Utah

- Proposed Annexation Area
- Existing Fence
- Current Town Boundary
- Section Division Lines
- Rebar & Cap L.S. 144078
- Section Corner
- Set Rebar & Cap L.S. 368358

Northeast Corner  
Section 9  
T3N, R4E, SLB&M  
Summit County Aluminum Cap  
in Concrete

N 0°22'35" E Meas. 6273.05'  
Basis of Bearing

Southeast Corner  
Section 9  
T3N, R4E, SLB&M  
Summit County Brass Cap  
in Concrete





# THE SETTLEMENT

AT JEREMY RANCH





Set·tle·ment [noun]

*a **place**, typically one that has been uninhabited, where people establish a community*



## MISSION SPECIFIC GOALS

Fire Station



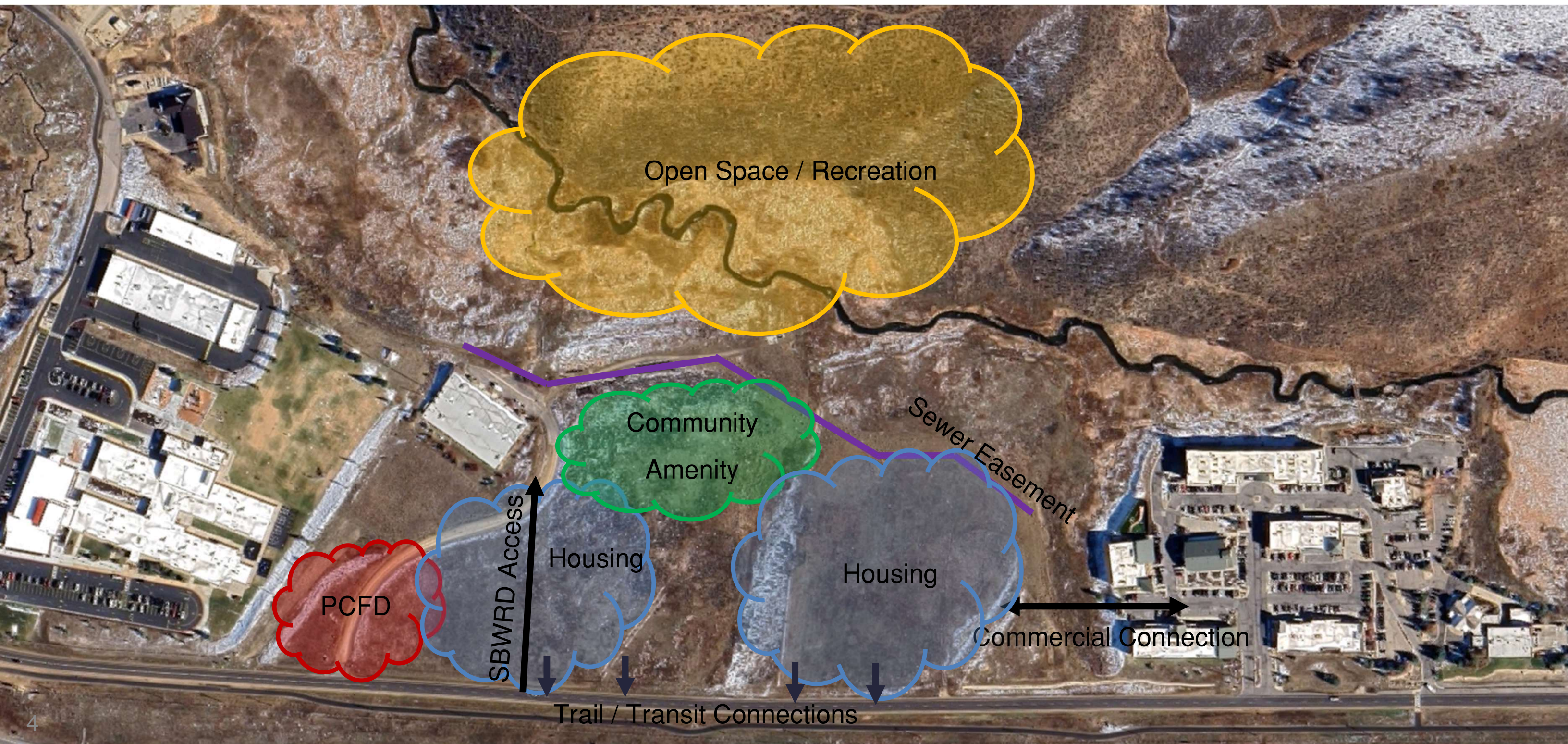
Open Space / Recreational



Residential / Housing











15.16 acres  
(80 Parking Stalls)



1.48 acres  
(10 Parking Stalls)

CP COLUMBUS PACIFIC  
DEVELOPMENT

MOUNTAINLANDS  
COMMUNITY HOUSING TRUST

Habitat  
for Humanity®  
of Summit and  
Wasatch Counties, Utah

**97 Housing Lots**  
13.24 acres  
(390 Parking Stalls)  
**13 UNITS/ACRE**

**Summit Center**  
Proposed  
Connection



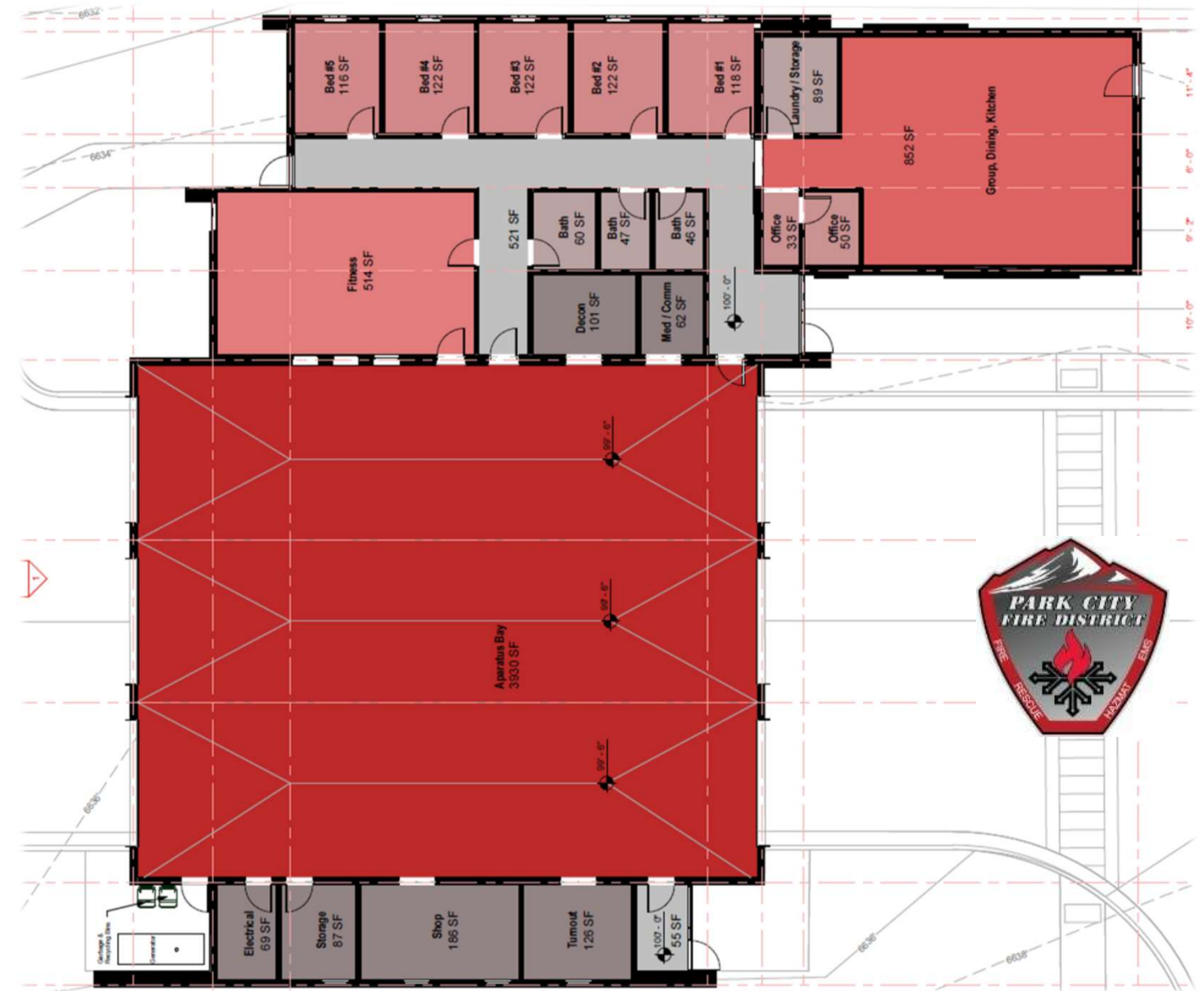
## FIRE STATION # 39

1.48 acre parcel (subdivided / swap)

Adjacent to Jeremy Ranch Elementary

Configuration allows drive-through bays

Schematic design provided for an 8,175 SF facility



SEE PANORAMA #9: <https://view.mylumion.com/?p=vqzgg7wgxlaaw8xg>



## OPEN SPACE / RECREATIONAL

15.16 acre parcel (subdivided / swap)

Signature, central community feature

1.5 acre park / sports fields

Schematic design provided for a 57,040 SF facility  
*including an aquatic center, climbing wall, bouldering space,  
multiple fitness gyms, camp and party rooms,  
childcare / indoor play area*

Trail expansion and connections

Creekside recreational opportunities

Open space management



SEE PANORAMAS #3, 4, 5, 8, 10: <https://view.mylumion.com/?p=vqzgg7wgxlaaw8xg>



## RESIDENTIAL / HOUSING

13.24 acre parcel (subdivided )

97 individual lots

Street parking (up to 390 stalls – 319 required)

Garages possible in some back- or side-yard locations

Schematic designs provided for multiple, flexible floor plans

*2 bedroom w/ unfinished basement (1.5 stories)*

*2 bedroom w/ 2 bedroom ADU (1.5 stories)*

*3 bedroom 2/ 1 bedroom ADU (1.5 stories)*

*3 bedroom w/second family room (1.5 stories)*

*4 bedroom (2 stories)*

*4 x 1 bedroom apartments (2 stories)*

Fully integrated community



## WATER THRESHOLD



### Available Water Shares

50 Class A (Active)

6 Class B (Standby)

**56 TOTAL**

### Unit Calculation

0.45 shares / unit<sup>1</sup>

**124 UNITS**

### Water Analysis (Future)

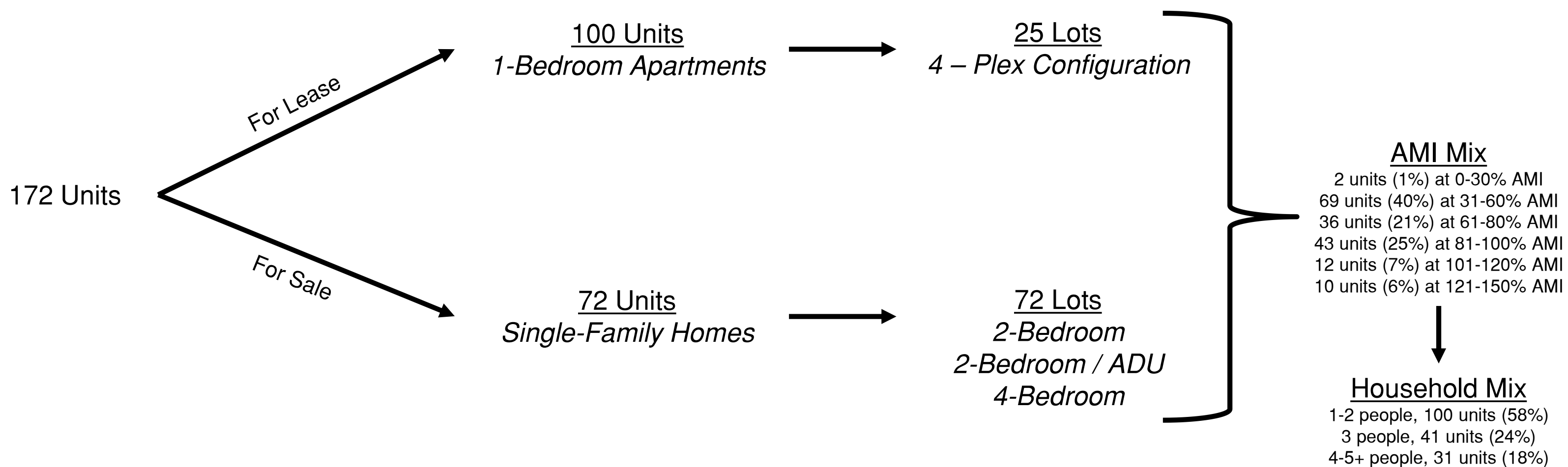
22% Reduction<sup>2</sup>

**172 UNITS**

<sup>1</sup> 0.45 shares/unit is based on the Utah Division of Water Rights estimated usage for indoor domestic water per year-round resident family. For the purposes of calculations, a factor of 0.8 is applied to all units below 2-bedroom configurations based on the affordable unit equivalent definition in Summit County code.

<sup>2</sup> 22% reduction is the average reduction based on previous experience on other developments in the Summit County area.

## RESIDENTIAL / HOUSING



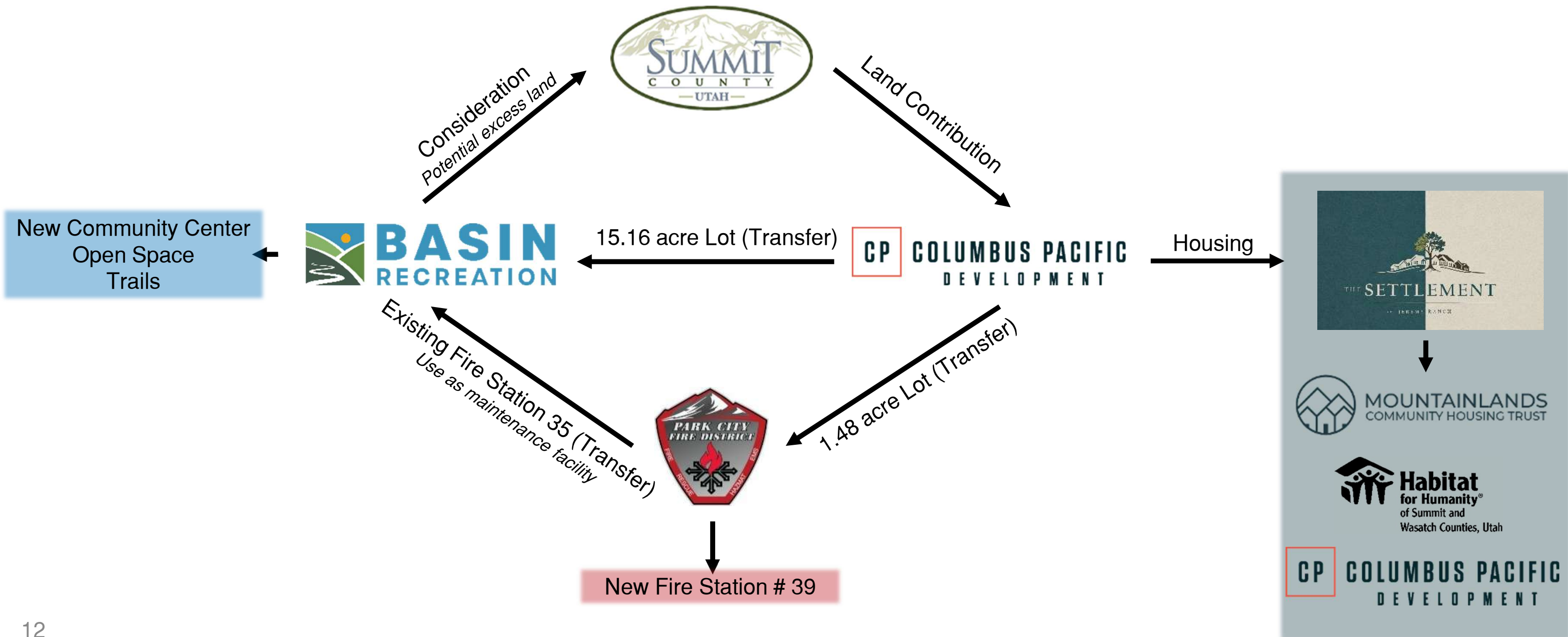


## RESIDENTIAL / HOUSING

Video animation: <https://www.youtube.com/watch?v=-rWIVmS0BVU>



## DEAL STRUCTURE



## 13 NEIGHBORHOOD ELEMENTS

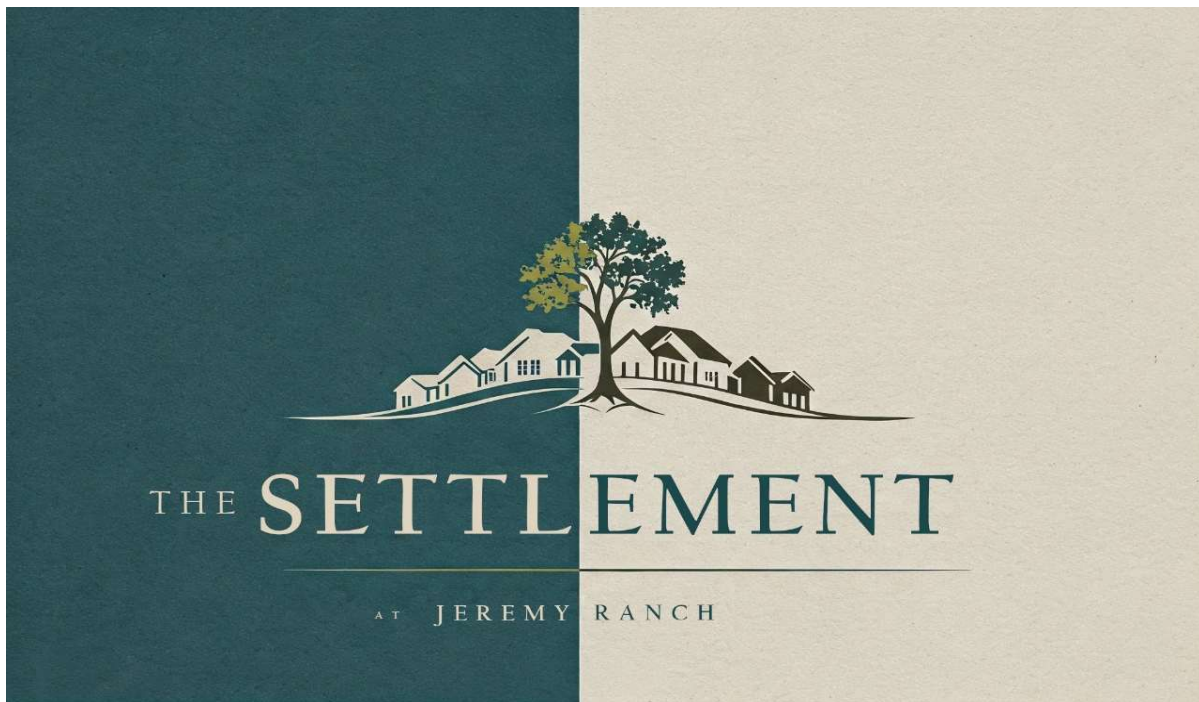
1. Natural Feature Preservation – *Protect and enhance natural features.*
2. Scenic Views – *Protect viewsheds and provide new view corridors from inside and outside the community.*
3. Parks and Open Spaces – *Anchor community recreational uses with Basin Recreation, a proven partner.*
4. Pedestrian Friendly – *Separate cars from people.*
5. Bike Friendly – *Create and connect pathways for active transportation.*
6. Connected Streets – *Easy access in and around the community.*
7. Accessibility – *Equitable public access to central recreation center for people, bikes, cars and transit.*
8. Human Scale Design – *All housing is below 2-stories and apartments are designed in single-family scale.*
9. Mix of Activities – *Commercial and school adjacent, trails throughout, public park and private yards, recreation center.*
10. Urban-Suburban-Rural Interface – *Infill intermediate scale from interstate to dedicated open space.*
11. Housing for Diverse Incomes and Generations – *Ultimate flexibility, complete integration and long-term optionality.*
12. Housing Variety – *Efficient and similar floor plans, but nearly unlimited exterior options.*
13. Unique and Integrated Design Elements –
  - A. *Environmental sustainability and energy efficiency integration in both design and construction.*
  - B. *Art everywhere.*
  - C. *97 lots offer opportunities for neighborhood elements due to spacing between buildings.*
  - D. *Dense where needed (13 units/acre), but with more than 73% open space where desirable.*



THANK YOU!







May 12, 2025

	Proposed Units	Breakdown
<b>Total Units</b>	<b>172</b>	
<i>Total &lt;80% AMI</i>	107	62.2%
<i>Total 80% - 120% AMI</i>	55	32.0%
<i>Total Market Rate*</i>	10	5.8%
<b>Total Civic SF</b>	<b>8,175</b>	
<i>Fire Station</i>	8,175 SF	
<b>Total Recreation SF</b>	<b>57,040</b>	
<i>Aquatic / Climbing Gym - L1</i>	39,307 SF	
<i>Aquatic / Climbing Gym - L2</i>	17,733 SF	
<b>Total Park / Open Space SF</b>	<b>948,877</b>	<b>73.60%</b>
<i>Fire Station</i>	37,472	58.0%
<i>Recreation Center (w/o Park)</i>	504,974	76.1%
<i>Park</i>	65,800	100.0%
<i>Residential (w/o Private Lots)</i>	179,378	31.1%
<i>Residential (Private Lots)</i>	161,253	58.3%

\*Note: All proposed units are deed-restricted; 10 units proposed at 150% AMI.



# Staff Report

**MEETING DATE:** June 11, 2025

**TO:** Summit County Council

**SUBJECT:** Resolution No. 2025-15, a Resolution Awarding the Exclusive Right to Negotiate a Public Private Partnership with Summit County Regarding the Cline Dahle Property.

**ISSUING**

**DEPARTMENT:** Economic Development and Housing

**STAFF:** Jeffrey B. Jones, AICP  
Economic Development & Housing Director  
[jjones@summitcountyutah.gov](mailto:jjones@summitcountyutah.gov)

**FISCAL IMPACT:** N/A

**ITEM:**

_____	DIRECTION
_____	INFORMATION
_____	ORDINANCE
_____X_____	MOTION
_____X_____	DRAFT AGREEMENT TO NEGOTIATE EXCLUSIVELY

## **BACKGROUND INFORMATION**

1. On November 13, 2024, the Summit County Council directed staff to augment the draft Request for Proposals (“RFP”) for the Cline Dahle – Fire Station 35 properties and publish the RFP accordingly.
2. Staff revised the draft RFP and published/released the Cline Dahle – Fire Station 35 RFP on January 6, 2025. The RFP closing date was 3:00 P.M. MST, on March 24, 2025.

3. On March 24, 2025, the County received responses from six (6) companies: Evergreen Devco, Inc; Columbus Pacific Development; Layton Legacy Jeremy Village LLC; JF Development Group LLC; Brinshore Development, L.L.C and GTS Development Services; and, Crandall Capital.
4. On May 21, 2025, The Summit County Council entertained oral presentations from each of the proposers.
5. Proposals were scored by internal County Staff and the Summit County Council.
6. After due deliberations the Summit County Council has selected **Columbus Pacific Development** with the option of entering into an agreement to negotiate exclusively with the County to develop the Cline Dahle Property (see attached presentation from the May 21, 2025, County Council Meeting).
7. The County and Columbus Pacific Development shall enter into a formal agreement to facilitate said exclusive negotiation, which Agreement is substantially in the form set forth and attached as Exhibit A.
8. Failure of the Parties to enter into the Agreement within ninety (90) days from the Effective Date (June 11, 2025) shall result in the termination of this Award.
9. Once executed by all parties, the Agreement to Negotiate Exclusively period is for one hundred eighty (180) days. A good faith deposit in the amount of \$15,000 shall also be required by the Developer.
10. Summit County may in its sole and absolute discretion extend the Agreement to Negotiate Exclusively Period for an additional thirty (30) calendar days beyond the Termination Date. If said extension is at the sole instigation of Summit County, no extension fee shall be due.
11. If the Developer requests such an extension to the Agreement to Negotiate Exclusively and Summit County grants such request, Summit County may, in its sole discretion, require Developer to pay an extension fee of \$5,000.00. In the event an extension fee has been paid, and a Disposition and Development Agreement (DDA) has been

executed by both Parties, such extension fee shall be credited towards the purchase price for the Site.

### **RECOMMENDATION/MOTION**

Staff recommends that the Summit County Council adopt Resolution No. 2025-15, a resolution awarding the Exclusive Right to Negotiate a public private partnership with Summit County regarding the Cline Dahle property to Columbus Pacific Development.

### **ATTACHMENTS**

1. Resolution No. 2025-15, A resolution of the Summit County Council awarding the Exclusive Right to Negotiate a public private partnership with Summit County regarding the Cline Dahle property.
2. Exhibit A. Agreement to Negotiate Exclusively
3. Columbus Pacific Development Cline Dahle County Council Presentation

**A RESOLUTION OF THE SUMMIT COUNTY COUNCIL  
AWARDING THE EXCLUSIVE RIGHT TO NEGOTIATE  
A PUBLIC PRIVATE PARTNERSHIP WITH SUMMIT COUNTY  
REGARDING THE CLINE DAHLE PROPERTY**

**SUMMIT COUNTY, UTAH**

*Preamble*

**WHEREAS**, Summit County (the “County”) owns an approximately 29.6 acre tract of land in the Snyderville Basin of Summit County, identified as Summit County Tax Identification Parcel No.s PP-46-A-X and PP-46-C-X (together, the “Cline Dahle Property”); and,

**WHEREAS**, the County envisions the creation of an affordable/moderate income housing project on the Cline Dahle Property through a strategic public private partnership with a qualified private development team; and,

**WHEREAS**, the County issued its Cline Dahle and Fire Station 35 Request for Proposals (the “RFP”) on January 6, 2025; and,

**WHEREAS**, six (6) proposals were received by the County; and,

**WHEREAS**, the Summit County Council (the “Council”) entertained oral presentations from each of the proposers on May 21, 2025; and,

**WHEREAS**, after due deliberations, the Council has decided to award one of the proposers with the option of entering into an agreement to negotiate exclusively with the County to develop the Cline Dahle Property.

**NOW, THEREFORE, BE IT RESOLVED** by the Summit County Council as follows:

**I. Award.**

The Council hereby formally awards to Columbus Pacific Development the opportunity to enter into an exclusive negotiation with the County to develop the Cline Dahle Property (the “Award”).

**II. Agreement.**

The County and Columbus Pacific Development (the “Parties”) shall enter into a formal agreement (the “Agreement”) to facilitate said exclusive negotiation, which Agreement is substantially in the form set forth at **Exhibit A** hereto. Failure of the Parties to enter into the Agreement within ninety (90) days from the Effective Date (*defined below*) shall result in the termination of this Award and the County will be free to select the next highest ranked proposal for an exclusive negotiation in accordance with the RFP.

**III. Effective Date.**

This Resolution shall take effect on the 11<sup>th</sup> day of June, 2025.

PASSED, APPROVED AND ADOPTED this 11<sup>th</sup> day of June, 2025.

SUMMIT COUNTY

By: Summit County Council

ATTEST:

---

Evelyn Furse  
County Clerk

---

Tonja Hanson  
Chair

APPROVED AS TO FORM:

---

David L. Thomas  
Chief Civil Deputy



# EXHIBIT A

## AGREEMENT TO NEGOTIATE EXCLUSIVELY

THIS AGREEMENT TO NEGOTIATE EXCLUSIVELY (the “Agreement”) is entered into by and between SUMMIT COUNTY, a political subdivision of the State of Utah, and COLUMBUS PACIFIC DEVELOPMENT (“Developer”), collectively referred to as the “Parties” and each individually as “Party,” on the terms and provisions set forth below.

### RECITALS

WHEREAS, Summit County owns certain real property identified as Summit County Tax Identification Parcel No.s PP-46-A-X and PP-46-C-X, which together constitute the “Cline Dahle Property” contemplated for development (the “Site”), attached hereto as “Exhibit A”; and,

WHEREAS, Summit County seeks to initiate a transit-oriented development project (the “Project”) in compliance with the Snyderville Basin General Plan and Snyderville Basin Development Code through the development of the Site, which could also serve as a catalyst/example for development or redevelopment of other properties in the vicinity; and,

WHEREAS, following the publication of the Cline Dahle and Fire Station 35 RFP, dated January 6, 2025, Summit County received six (6) proposals for development of the Site and at a public meeting on June 11, 2025, the Summit County Council selected Developer's proposal, attached hereto as “Exhibit B” (the “Proposal”); and,

WHEREAS, Summit County and Developer intend to pursue the negotiations of a Disposition and Development Agreement (“DDA”) and thus comply with the required notice provisions concerning the disposition of property by Summit County as set forth in Summit County Code, Title 1, Chapter 11; and,

WHEREAS, Summit County seeks to enter into an agreement with Developer for the purpose of analyzing and assessing a development opportunity for the Site as defined in this Agreement.

NOW, THEREFORE, Summit County and Developer hereby agree as follows:

## **AGREEMENT**

### **Section 1.0 DEFINITIONS**

**“County Staff”** shall be the staff of Summit County and may include other members as designated by the County Manager or County Council.

**“County Council”** shall be the members of the Summit County Council, as duly and legally elected.

**“Developer”** shall be COLUMBUS PACIFIC DEVELOPMENT, or its assigns.

**“Disposition and Development Agreement”** or **“DDA”** shall mean the agreement the Parties hope to negotiate that will set forth the definitive terms of Summit County’s disposition and/or lease of the Site to Developer.

**“Effective Date”** shall be the date this Agreement is signed by both Parties (last date signed).

**“Negotiation Period”** shall begin on the Effective Date and end one hundred eighty (180) calendar days after the Effective Date, unless extended by Summit County, in its sole and absolute discretion.

**“Schedule of Performance”** shall mean the attached “Exhibit C.”

**“Scope of Development”** shall mean Developer’s concepts for development of the Site included in Developer’s Proposal and attached as “Exhibit B,” and including any agreed upon changes negotiated by Developer and Summit County during the course of this Agreement.

**“Site”** shall mean the Cline Dahle Property owned by Summit County and developed by the Developer, more particularly described in “Exhibit A,” attached hereto and incorporated herein by reference.

### **Section 2.0 NEGOTIATIONS**

#### **2.1 Good-Faith Exclusive Negotiations**

2.1.1 The Parties agree the foregoing Recitals are not mere recitations but are covenants of the Parties, binding upon them as may be appropriate and a portion of the consideration for the agreements contained herein. Summit County and Developer agree for the Negotiation Period to negotiate diligently and in good faith to prepare a DDA to be considered for execution between Summit County and Developer, in the manner set forth herein, with respect to the development of the Site. During the Negotiation Period Summit County shall not directly or indirectly negotiate with any person or entity other than Developer with respect to the disposition or development of the Site.

## 2.2 Negotiation Period

2.2.1 The duration of this Agreement shall commence on the Effective Date and shall terminate one hundred eighty (180) calendar days thereafter (the "Termination Date"). Summit County may in its sole and absolute discretion extend this Negotiation Period for an additional thirty (30) calendar days beyond the Termination Date. If said extension is at the sole instigation of Summit County, no extension fee shall be due. In the event that Developer requests such an extension and Summit County grants such request, Summit County may, in its sole discretion, require Developer to pay an extension fee of \$5,000.00. In the event an extension fee has been paid and a DDA has been executed by both Parties, such extension fee shall be credited towards the purchase price for the Site.

2.2.2 If upon expiration of the Negotiation Period, Developer has not executed a Summit County approved DDA, then this Agreement shall terminate, unless extended in writing by Summit County. Once a DDA is signed by both Developer and Summit County, then the terms of the DDA shall prevail and this Agreement shall automatically terminate.

2.2.3 If the negotiations do not result in an executed DDA, Developer shall submit to Summit County a summary of its findings and determinations regarding the proposed development, excluding any confidential, privileged information or any third party produced work product. Developer shall not seek reimbursement for costs and expenses from Summit County and Summit County shall not seek reimbursement for costs and expenses from Developer, except that Summit County shall retain any extension fee paid by Developer, and Summit County shall be entitled to retain the Deposit (*defined below*) subject to Section 2.3.

## 2.3 Deposit

2.3.1 Developer shall submit to Summit County a deposit ("Deposit") in an amount of Fifteen Thousand Dollars (\$15,000) in the form of cash or cashier's check to ensure that Developer will proceed diligently and in good faith to negotiate and perform all of Developer's obligations under this Agreement. In the event that a DDA is executed by the Parties, this Deposit shall be applied to the Purchase Price and/or Lease. However, in the event the Parties terminate this Agreement before Summit County incurs any costs in preparing the Reuse Appraisal (*defined below*), the Deposit shall be refunded in its entirety to Developer. After Summit County incurs any third- party costs in preparing the Reuse Appraisal, such costs shall be deducted from the amount of the Deposit refunded to Developer if such a refund occurs as otherwise provided herein.

2.3.2 Submission of the Deposit must occur within fifteen (15) calendar days of the Effective Date. If Developer fails to submit said Deposit within this fifteen (15) day period, Summit County may terminate this Agreement, with neither Party having any further rights against nor liability to the other under this Agreement, unless as agreed to in writing by Summit County.

2.3.3 Summit County shall be under no obligation to pay or earn interest on Developer's Deposit, but if interest shall accrue or be payable thereon, such interest (when received by Summit County) shall become part of the Deposit.

## **Section 3.0 DEVELOPMENT CONCEPT**

### **3.1 Scope of Development**

3.1.1 Summit County and Developer acknowledge the Proposal, as submitted to Summit County on March 20, 2025, and attached as Exhibit B.

### **3.2 Design Development Plan**

3.2.1 Subject to Section 8.2.1, Developer shall refine and supplement their Proposal to produce a second submittal to Summit County Staff under this Agreement (the "Design Development Plan"). Prior to the submittal of the Design Development Plan to Summit County Staff, Developer, a principal representative or representatives from Developer's architectural design firm ("Principal Designer"), and Summit County Staff shall engage in a design refinement process to address design-related issues identified by Summit County. Following this design refinement and within ninety (90) calendar days of the Effective Date, Developer shall submit the Design Development Plan to Summit County Staff which shall include a clear chart showing changes from the Proposal including:

- square footage by type of uses
- number of parking spaces
- perspective renderings
- floor plans
- site plan
- elevations/sections listing exterior finishes
- representative unit layout plans for each following type: studio, one bedroom, two bedroom and three-bedroom units

3.2.2 The Design Development Plan shall also include a brief Project summary and a critical path analysis identifying key milestones in the planning and construction stages for the Project and an updated estimated Project schedule. Developer shall submit the Design Development Plan to Summit County Staff and Summit County Staff shall review and consider the Design

Development Plan as set forth in Section 3.2.1 of this Agreement and the Schedule of Performance ("Exhibit C").

3.2.3 Within twenty-one (21) calendar days of Summit County Staff's receipt of the Design Development Plan, Summit County shall either approve or disapprove the Design Development Plan in writing to Developer. In the event the Design Development Plan is initially disapproved, Summit County Staff shall set forth the reasons for disapproval and options that address Summit County's reasons for disapproval. Developer shall then have ten (10) calendar days to resubmit information to address the reasons for disapproval. Within seven (7) days of Summit County Staff's receipt of the resubmittal, Summit County Staff shall meet with Developer to discuss the resubmittal (the "Resubmittal Meeting") and shall identify issues that have not been resolved to Summit County Staff's satisfaction, if any, and shall provide an additional period of twenty-one (21) days for Developer to resubmit information to address Summit County Staff's issues. Summit County and Developer agree that the purpose of this process is to reach a mutually satisfactory resolution of differences on Project design with the understanding that Summit County retains the right to approve the Design Development Plan. In the event the Design Development Plan, as applicable, is again disapproved based on issues identified by Summit County Staff in its discussions with Developer, Summit County may terminate this Agreement and the Deposit, less any costs incurred per Section 2.3.1, shall be refunded to Developer.

### **3.3 Progress Reports**

3.3.1 The Developer agrees to make oral and written progress reports advising Summit County on all matters and all studies being made by Developer on a monthly basis or at the request of Summit County; provided however that Summit County will be limited to two (2) requests per month.

### **3.4 Assessment of Project Feasibility; Notification**

3.4.1 In the event at any time during the Negotiation Period the Developer determines that it is not feasible to proceed with the Project, this Agreement shall be terminated upon ten (10) calendar days' written notice to Summit County. In the event of such termination, Summit County shall refund the Deposit subject to Section 2.3.1 of this Agreement.

3.4.2 In the event of such termination neither Party shall have any further rights against or liability to the other under this Agreement. Developer acknowledges and consents that in the event this Agreement is terminated, Summit County has the right and authority to enter into an exclusive right to

negotiation agreement concerning the Site with any other interested developer or party.

### **3.5 Environmental Condition**

3.5.1 Developer acknowledges that in the development of the Project, it has previously received and reviewed certain environmental reports which have included an investigation of the Site. The environmental reports known to Summit County include:

3.5.1.1 Phase I Environmental Site Assessment conducted by Gordon Geotechnical Engineering, Inc, Dated July 5, 2016;

3.5.1.2 Preliminary Geotechnical Investigation Addendum 1, dated September 2, 2016; and

3.5.1.3 any other reports included in Summit County's due diligence materials found at the following URL:

<https://www.summitcounty.org/901/Due-Diligence-Reports>

## **Section 4.0 PURCHASE PRICE/LEASE AND/OR OTHER CONSIDERATIONS**

4.1 Developer shall propose a purchase price (the "Initial Purchase Price") and/or lease for the Site as part of its Proposal. During the Negotiation Period, Summit County and Developer shall negotiate the schedule and conditions for transfer of the Site to Developer in fee title or long-term ground lease with respect to financing and a schedule for the development and disposition of the Site, which schedule and conditions will be included in the DDA.

4.2 Summit County may transfer real property for no less than the fair reuse value. Summit County will cause an approved certified appraiser to, subject to Section 4.5, prepare and provide Developer with a copy of the reuse appraisal ("Reuse Appraisal") based upon the information developed through rezoning and the Design Development Plan as described in this Agreement. The Reuse Appraisal shall establish the fair reuse value of the Site (the "Residual Land Value").

4.3 In the event that the Initial Purchase Price is at least equal to the Residual Land Value, then the Initial Purchase Price shall become the "Final Purchase Price." Conversely, in the event the Residual Land Value is greater than the Initial Purchase Price, the Final Purchase Price shall be the Residual Land Value.

4.4 Additional details of the setting of the purchase price and/or lease and the conditions precedent to rebate shall be included in the DDA. The Final Purchase Price and/or ground lease rate shall be as established by the DDA and not by the terms of this Agreement.

4.5 Within sixty (60) calendar days of the Effective Date, Developer shall submit to Summit County Staff the data required by the appraiser ("Reuse Appraiser") who has been selected by joint approval of the Developer and Summit County, which data ("Reuse Appraisal Data") is needed by the Reuse Appraiser to prepare the Reuse Appraisal for the Site, which data shall include data on the Project. Developer shall submit the Reuse Appraisal Data at the time the Design Development Plan is submitted to Summit County Staff. The Developer may be required to supplement the Reuse Appraisal Data during the course of the Reuse Appraisal and shall submit this supplementary data in a timely manner as required by the Reuse Appraiser and Summit County.

4.6 The Reuse Appraisal Data includes but may not be limited to:

- zoning
- density of development
- costs expected to be incurred and revenues expected to be realized in the course of developing and disposing of the Project
- residential unit types, sizes and expected sales prices or rents
- Construction type and materials
- Exterior and interior finish materials,
- square footages of uses other than residential
- leasing or sales prices for other uses and assets such as office space, retail space and parking spaces
- assumptions regarding soft costs such as marketing and insurance, risks of Summit County, risks of Developer
- Developer participation in the funding of public facilities and amenities, and estimated or actual Developer return, including assumptions regarding entrepreneurial incentive, overhead and administration as these factors apply to the Project



#### **4.7 Proposed Ground Sub-Lease Terms**

4.7.1 If Summit County chooses to negotiate a long-term sublease for the Site, the Developer should provide a detailed proposal for ground sub-lease payments. The critical elements of the ground lease proposal will include, but not be limited to:

- Total monthly / annual amount of ground lease payment
- Term of ground lease (Summit County will consider a lease term of between 65 to 99-years)
- Timing of the start of ground lease payments and any contingencies associated with the proposed timing
- Periodic adjustments to ground lease payment amount and cause for adjustment
- Proposals for a bulk / upfront payment

4.7.2 The Parties anticipate completion of the Reuse Appraisal within one hundred twenty (120) calendar days of the Effective Date. Developer acknowledges that Summit County will be unable to commence the Reuse Appraisal process without Developer's submittal of the Reuse Appraisal Data, and Developer acknowledges that Summit County will be unable to complete negotiation of the terms of the DDA without the results of the Reuse Appraisal.

### **5.0 DEVELOPER AND DEVELOPER'S OBLIGATIONS**

#### **5.1 Nature of Developer**

5.1.1 Developer is COLUMBUS PACIFIC DEVELOPMENT or its assigns. Wherever the term "Developer" is used herein, such term shall include any permitted nominee or assignee as herein provided.

#### **5.2 Developer's Principal Office and Development Team**

5.2.1 Developer's Principal Office is located at: 1389 Center Dr., Suite 230, Park City, Utah 84098. Summit County and Developer acknowledge and agree that the Local Project Manager, as described in Section 9.6.1, shall also be a member of the Development Team (*defined below*). Any other consultants and professionals on the Development Team (such as special architectural consultants, leasing agents, engineer, and contractor) will be selected at a later date.

### **5.3 Full Disclosure**

5.3.1 Developer is required to make full disclosure to Summit County of its officers, key managerial employees, and design professionals (collectively the "Development Team") involved in this Project. Any significant change during the period of this Agreement of the Development Team or in the controlling interest of Developer of the Project covered by this Agreement is subject to the approval of Summit County, such approval not to be unreasonably withheld or delayed. This Agreement shall be assigned or otherwise transferred as provided herein.

### **5.4 Compliance with Applicable Laws**

5.4.1 Developer recognizes it will be required to comply with all applicable laws, including all applicable federal and state labor standards, anti-discrimination regulations, affirmative action standards, and non-discrimination and non-segregation standards, laws, and regulations in development, rental, sale, or lease of the Site.

## **Section 6.0 SUMMIT COUNTY'S RESPONSIBILITIES**

### **6.1 Snyderville Basin General Plan and Development Code**

6.1.1 This Agreement and any DDA agreed to by the Parties are subject to the provisions of the Snyderville Basin General Plan and the Snyderville Basin Development Code.

### **6.2 REAL ESTATE COMMISSIONS**

6.2.1 Summit County shall not be liable for any real estate commission or brokerage fees which may arise herefrom. Summit County represents that it has engaged no broker or finder in connection with this transaction, and Developer agrees to hold Summit County harmless from any claim by any broker, agent, or finder retained by Developer.

## **Section 7.0 EXECUTION OF THIS AGREEMENT NOT A DISPOSITION OF PROPERTY**

7.1 By its execution of this Agreement, Summit County is not committing itself to or agreeing to undertake: (a) disposition of land to Developer; or (b) any other acts or activities requiring the subsequent independent exercise of discretion by Summit County; or (c) any other acts or activities requiring the subsequent independent exercise of discretion by any federal or state agency including, but not limited to, environmental clearance and historic preservation approval. Execution of this Agreement by Summit County and Developer does not constitute a disposition of property by Summit County.

## **Section 8.0 ISSUES OF NEGOTIATION**

8.1 Developer recognizes that the following items are matters Summit County desires be addressed during the Negotiation Period, but both Parties understand that there is no present agreement as to the manner or degree to which they or anyone can or will be included in the DDA or Design Development Plan.

### **8.2 Design Refinement**

8.2.1 Prior to submission of the Design Development Plan, Summit County, Developer, and the Principal Designer shall engage in design discussions to address design issues related to the Design Development Plan identified by Summit County, which Summit County desires to resolve. Summit County shall prepare a list of the issues to be addressed in the Design Development Plan, and the process shall be conducted as provided in the Schedule of Performance. Summit County and Developer shall reach mutual agreement on how to proceed regarding the design issues.

### **8.3 Demolition and Clearance**

8.3.1 Cost estimates for demolition and clearance, and any environmental remediation, shall be included in the Reuse Appraisal as a development cost to be paid by Developer. The Parties agree to address as part of the negotiation of the DDA: (a) the timing and any phasing involving the demolition and clearance costs; (b) rights of the Parties to the structural components and materials comprising the existing buildings and any equipment or appurtenances on the Site; and (c) requirements, if any, for recycling of structural components and building materials as part of demolition and clearance.

### **8.4 Summit County Participation**

8.4.1 Developer specifically acknowledges, recognizes, and consents that Summit County participation in the Project may be limited to the inclusion of the Site for the Project at a yet to be determined value based on the Reuse Appraisal and other Summit County determinations.

### **8.5 Impact Fees**

8.5.1 Summit County acknowledges that Developer likely will be assessed impact fees by Summit County or its Special Districts. Such impact fees assessed represent a cost to the Project and may be included within the Reuse Appraisal analysis as described herein.

## **Section 9.0 GENERAL PROVISIONS**

### **9.1 Notices**

9.1.1 Formal notices, demands, and communications between Summit County and Developer shall be sufficiently given if sent by registered or certified mail, postage prepaid and return receipt requested, to the principal offices of Summit County and Developer as set forth below. Routine communication may be by first class mail, e-mail or telephone.

**Summit County**

Jeffrey B. Jones, AICP, Economic Development & Housing Director  
Summit County  
PO Box 128  
60 North Main Street  
Coalville, UT 84017  
384-336-3221  
[jjones@summitcountyutah.gov](mailto:jjones@summitcountyutah.gov)

With a copy to:  
Summit County Attorney  
60 N. Main  
P.O. Box 128  
Coalville, Utah 84017  
435-336-3206  
[dthomas@summitcountyutah.gov](mailto:dthomas@summitcountyutah.gov)

**Developer**

Tony Tyler  
President  
Columbus Pacific Development  
1389 Center Dr., Suite 230  
Park City, Utah 84098  
435-640-5568  
[tony@cpdre.com](mailto:tony@cpdre.com)

With a copy to:  
David Fisher  
Kephart Fisher, LLC  
207 N. 4<sup>th</sup> Street  
Columbus, Ohio 43215  
614-469-1882  
[davidfisher@KephartFisher.com](mailto:davidfisher@KephartFisher.com)

**9.2 Remedies and Damages**

9.2.1 Notwithstanding anything to the contrary contained in this Agreement, the Parties' obligations hereunder are nonrecourse. In the case of Summit County, it's only recourse against Developer's obligations shall be retention of the Deposit and any extension fee. In the event of any legal

proceeding described herein between the Parties to this Agreement to enforce any provision of this Agreement or to protect or establish any right or remedy of either Party hereunder, the prevailing Party shall recover its reasonable attorney fees, at trial and upon appeal, in addition to all other costs and damages allowed, as determined by the Court.

### **9.3 No Recordation**

9.3.1 In no event shall any Party record this Agreement, or any memorandum hereof or otherwise encumber the Site by reason of this Agreement or the negotiations contemplated hereby.

### **9.4 Successors and Assigns**

9.4.1 No Party may assign or delegate its obligations under this Agreement without the consent of each other Party hereto other than to a person or entity controlled by the assignor, which consent may not be unreasonably withheld or delayed.

9.4.2 Except as otherwise set forth in this Agreement, the terms, covenants, conditions, and agreements contained herein shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the Parties hereto.

### **9.5 Counterparts**

9.5.1 This Agreement may be executed in any number of counterparts and by each of the Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Agreement or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

### **9.6 Local Project Management**

9.6.1 Tony Tyler, an employee of Developer, shall serve as Local Project Manager ("Project Manager") who will be available to Summit County.

## **Section 10.0 TERMINATION**

### **10.1 Termination by Mutual Agreement**

10.1.1 This Agreement may be terminated at any time by the mutual written consent of the Parties. In the event of such termination, Deposit shall be

refundable as set forth in Section 2.3 and neither Party shall have any further rights against or liability to the other under this Agreement.

## **10.2 Termination Due to Inability to Agree on the DDA Terms**

10.2.1 Upon termination of this Agreement at the expiration of the Negotiation Period, or such extension thereof, neither Party shall have any further rights against nor liability to the other under this Agreement. If this Agreement is terminated for the Parties' failure to negotiate a DDA acceptable to both Parties, Developer shall not seek reimbursement for costs and expenses from Summit County, and Summit County shall not seek reimbursement for costs and expenses from Developer, except to retain from Developer's Deposit and extension fee, if any, any third-party costs actually incurred by Summit County in preparing the Reuse Appraisal, as provided in Section 4.0.

### **Exhibits**

- Exhibit A      Legal Description of the Site
- Exhibit B      Developer's Proposal
- Exhibit C      Schedule of Performance

- End of Agreement | Signatures appear on the following page(s) -

SIGNATURE PAGE- NOTARY REQUIRED

SUMMIT COUNTY

Shayne C. Scott  
County Manager

Approved as to form:

David L. Thomas  
Chief Civil Deputy

STATE OF UTAH )  
:ss.

COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Shayne C. Scott, in his capacity as County Manager of Summit County, Utah.

NOTARY PUBLIC

Residing at:

My Commission Expires:



DEVELOPER

COLUMBUS PACIFIC DEVELOPMENT

\_\_\_\_\_  
Name: Tony Tyler  
Title: President

STATE OF UTAH )

:SS.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by Tony Tyler, in his capacity as President, Columbus Pacific Development.

\_\_\_\_\_  
NOTARY PUBLIC

Residing at:

\_\_\_\_\_  
My Commission Expires:

\_\_\_\_\_

## **Exhibit A: Legal Description of the Site**

## **Exhibit B: Developer's Proposal**

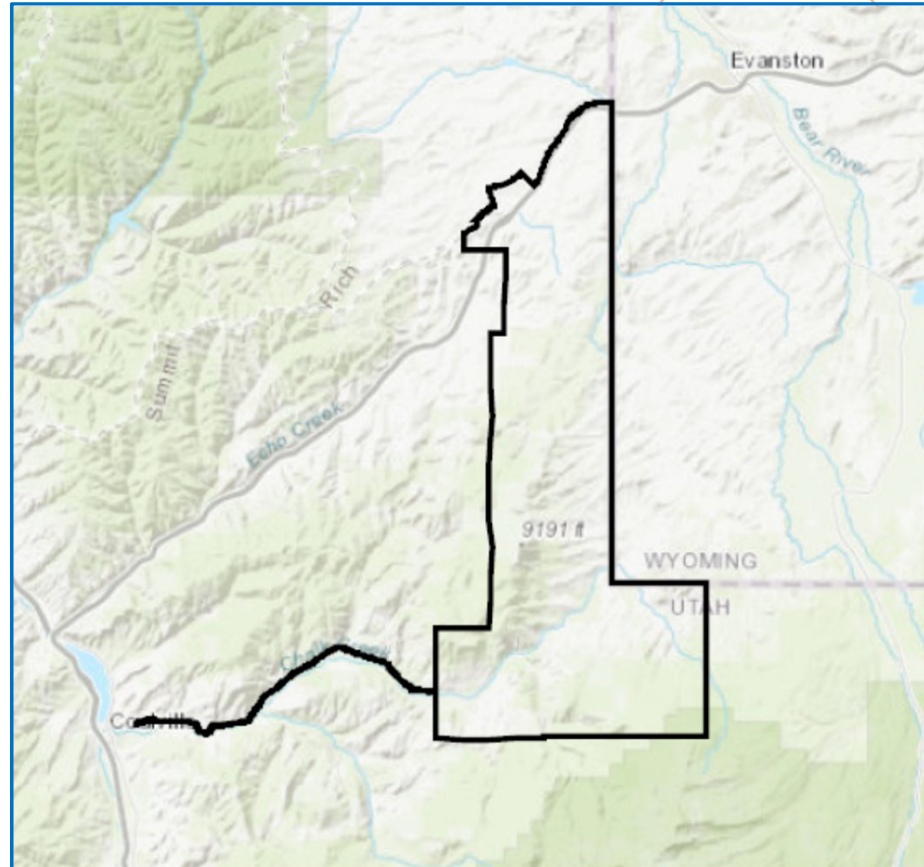
## **Exhibit C: Schedule of Performance**



## SUMMIT COUNTY SERVICE AREA #8

## MAP OF SA#8

The Border of SA#8 is represented by the dark line on the map beginning east at Coalville City Main Street and running to the State border with Wyoming.







## NOVEMBER 14, 2024 COUNCIL MEETING:

Reduce the SA#8 budget and follow up before tax rates are set (June 22<sup>nd</sup>).

Estimated impacts:

- Current costs about \$15k per centerline mile for maintenance.
  - About \$500k per year.
- Need to revisit interlocal agreement with Uinta County (WY).
- Potentially close areas to fulltime snow removal.

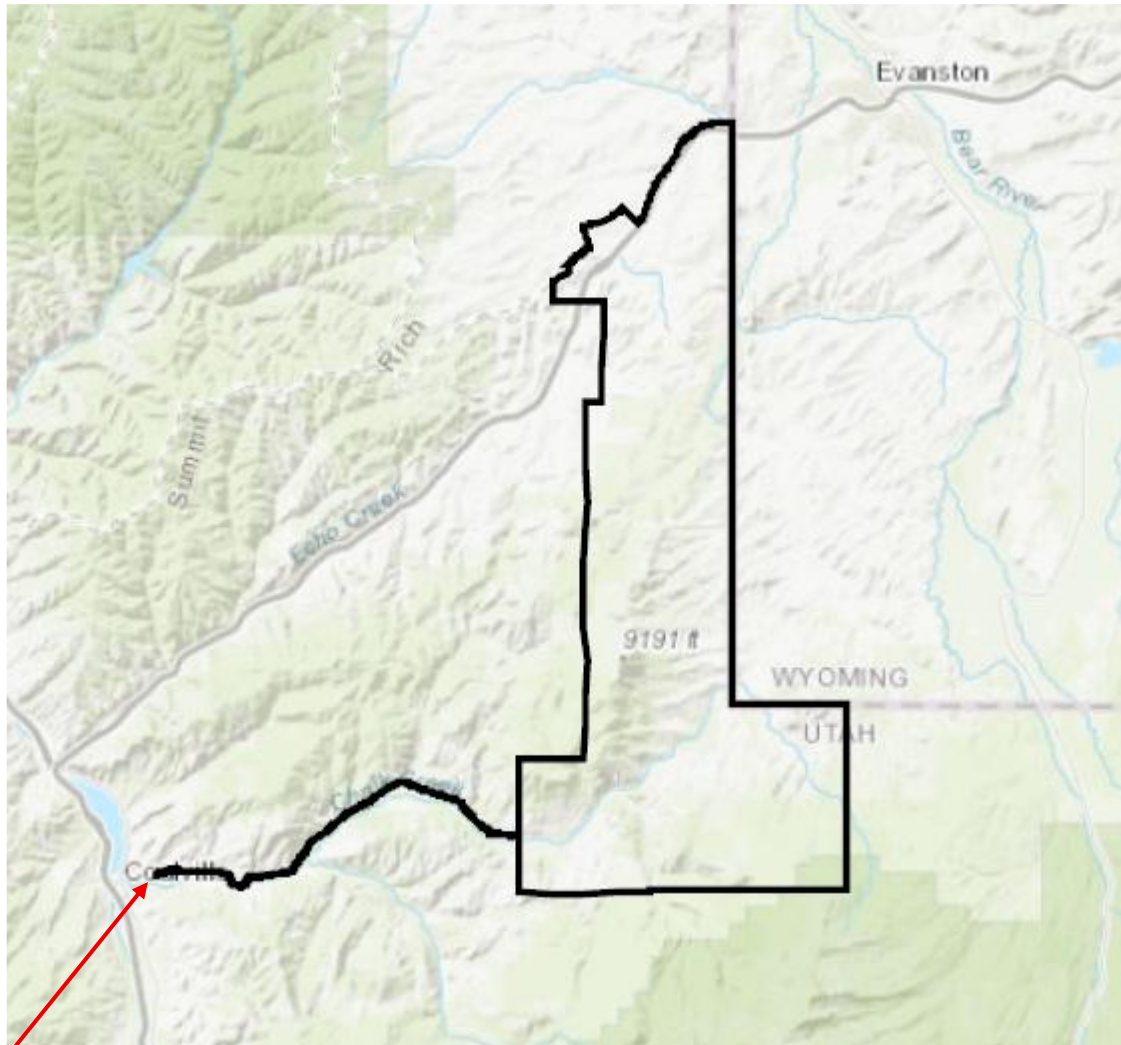
## SA#8: DISCUSSION ITEMS



- What are the appropriate service levels for the area?
- Should the tax rate be adopted consistent with the certified tax rate (business as usual)?
- Should the rate be reduced, service levels continue until fund balances are spent?
  - Timing of spending down fund balances (example 4-5 years)?
- Should service levels continue or be reduced and other funding sources be explored?

**BACKGROUND:** Summit County Service Area #8:

- Created in late 1982 with the boundaries along Chalk Creek Road with the purpose of providing road maintenance including snow removal for county roads.
- Chalk Creek Road serviced oil/gas field which impacted county roads, consequently requiring higher levels of service.
- Approximately 31 lane miles.



Coalville City

The Border of SA#8 is represented by the is represented by the dark line on the map beginning east at Coalville City Main Street and running to the State border with Wyoming.

- In the past five years, 2021-2025 taxable values have shifted from nearly 94% being State assessed (centrally assessed) to nearly 86%.
  - Resulting in a shift of the property tax burden from oil and gas companies that are centrally assessed to residential properties.
  - Only taxing entity to have tax rate consistently increase without Truth In Taxation due to overall decreasing values (from \$115.6 million in 2021 to \$89.8 million preliminary for 2025).
  - Since centrally assessed is decreasing and residential is increasing proportionally to taxable values and the tax rate is increasing the impact on residential properties, primary and secondary, is compounding.
- Typically, school districts have higher property tax rates. By comparison, the top five taxing entities of Summit County (rates exclude voter approved debt):

Entity	Rate
SA#8	0.009272
So Summit School District	0.003758
Park City School District	0.003561
No Summit School District	0.003102
Coalville City	0.001256

- Property tax rate for SA#8 is about 2.5 times higher than the next highest rate.
- At the November 14, 2024 County Council meeting the 2025 budget for SA#8 was discussed at funding at one-third previous budget levels with the intent to review how it went before setting tax rates for 2025 (June 22, 2025).
  - Reduced operating and maintenance budget from \$859,000 to \$634,000 (actual reduction of more than 25%).
  - Estimated rate without reduction = 0.008602 (\$860 per \$100,000 taxable value).
  - Estimated rate with reduction = 0.007060 (\$706 per \$100,000 taxable value).
    - Based on preliminary data, estimate reduces the rate by approximately 18%.
    - In order to reduce by one-third, budget for SA#8 would be \$515,220 (preliminary data).

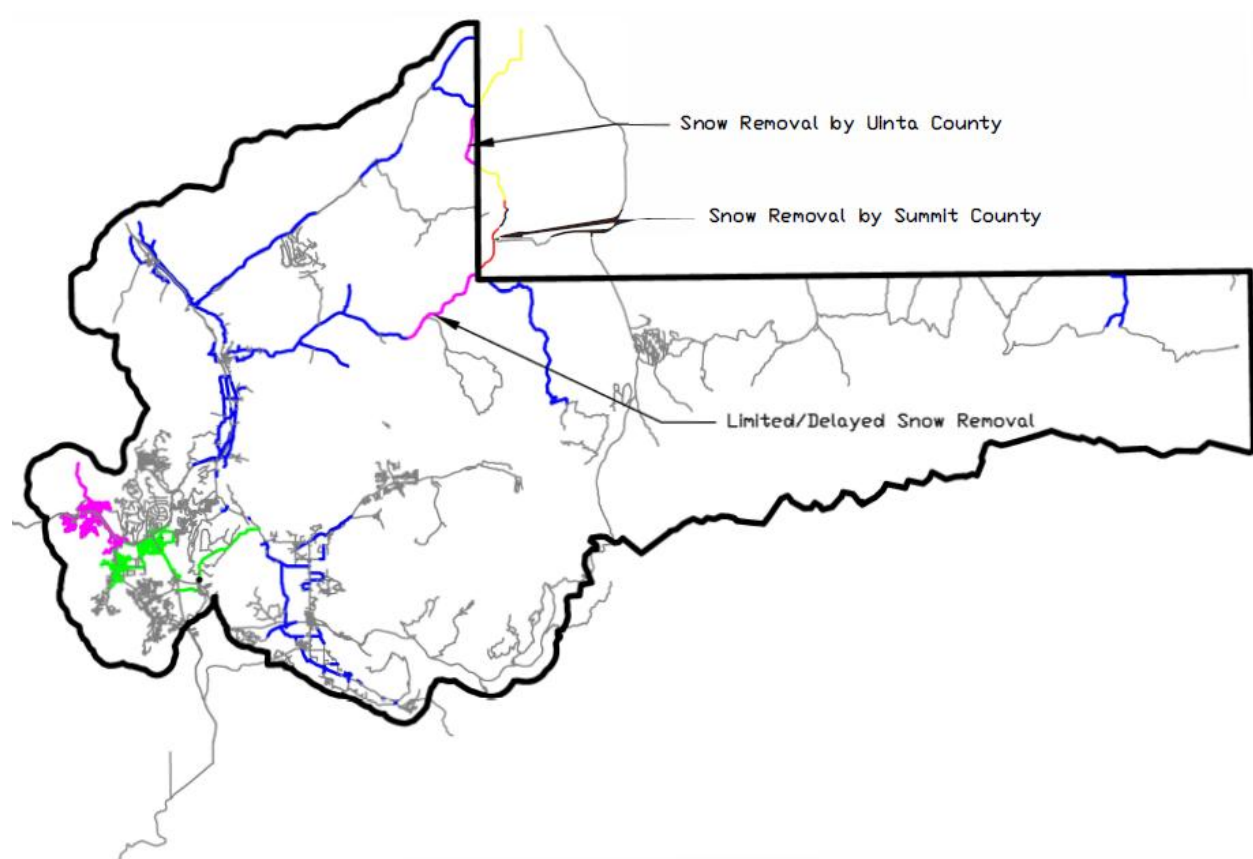
#### **IMPACTS:** 6-month follow-up

In order to maintain an acceptable level of service for our roads it **costs at approximately \$15,000 dollars per year for each centerline mile of road for routine maintenance** (overlays & Seal Coats) SA 8 revenues have provided the funds (approximately

\$500,000/year) to provide this routine maintenance within the service area and for the needed snow removal operation to keep this road open during the winter months. Without this revenue the added burden will need to come from other sources, or the level of service will decline for these roads and others within the County.

**Prior to the creation of SA#8 the roads outside of where there were fulltime residences did not receive full time snow removal and were closed at times.** Without the revenue from the service district, we could cut back on the level of snow removal services along the section that have no fulltime residents.

We have participated in an agreement with Uinta County that they would perform snow removal on 4.7 miles of Yellow Creek Rd which is in Summit County and we would provide snow removal on 6 miles of Yellow Creek Road in Uinta County. This agreement expired in August of 2022 but we have continued to operate as though the agreement is still active.



Because of the conditions mainly the drifting snow along this gravel road that we maintain within Uinta County it has required one full time employee during the winter months and a



grader to keep this road open. We would **need to discontinue or adjust this agreement** as we believe it would save us money and time to travel around to our section of the road to perform the needed snow removal rather than to keep the section within Uinta County open. We could **also explore limiting the amount of resources into keeping this road open** which would mean it would be closed for extended periods of time especially during harsh winters.

**OPTIONS:** Direction from Council

- Adopt tax rate consistent with prior years, i.e. business as usual.
- Determine appropriate service levels, spending down fund balances (\$3.0 million) over next 4-5 years.
- Determine appropriate service levels using other potential sources or transfers from other funds.



Engineering Division  
60 N Main St  
Coalville, UT 84017  
summitcounty.gov

Date: 6/11/2025

To: County Council

Shayne Scott, County Manager

From: Brandon Brady, County Engineer

Re: Class A Franchise Agreement Between Summit County, Utah and Hoytsville Pipe Water Company

Background:

The Engineering Division manages the utilities in the County right of way through franchise agreements. The use of County rights of way and franchise agreements are defined in Title 7, Chapter 1 of the County Code. There are two types of classes of franchises: A and B.

**Class A:**

- Those utilities and telecommunications services with a franchise agreement (telecommunication services must have a Class A Franchise)
- Priority
- Non-interference covenant as to Class B Franchises and adjoining property owners
- Non-revocable term
- Extended deadlines
- Right to third party reimbursement
- Waiver of performance bonds
- Relocation for benefit of the County
- Duty to repair damage to / revegetate the right of way
- Emergency or disaster utilization
- Subscriber Service Standards
- Franchise Fee
- Provide "as built" CAD drawings
- Excavation/Encroachment permit required

**Class B:**

- Those utilities without a franchise agreement

- Subject to a revocable license
- Provide “as built” CAD drawings
- Duty to repair damage to / revegetate the right of way
- Relocation of utility facilities for the benefit of the County or Class A Franchisee at Class B Franchisee’s expense
- Excavation/Encroachment permit required
- Indemnification
- No Franchise Fee
- No Subscriber Service Standards
- Performance bonds required

Proposal:

The Engineering Division, Attorneys’ Office, and the Hoytsville Pipe Water Company have worked on an agreement that would make them a Class A Franchise for 10 years. (See the attached agreement)

Recommendations:

Staff recommend that the County Council approve the Class A Franchise Agreement Between Summit County, Utah and Hoytsville Pipe Water Company.

Attachments:

Class A Franchise Agreement Between Summit County, Utah and Hoytsville Pipe Water Company

**CLASS A FRANCHISE AGREEMENT  
BETWEEN SUMMIT COUNTY, UTAH  
AND  
HOYTSTVILLE PIPE WATER COMPANY**

This **FRANCHISE AGREEMENT** ("**Franchise**") is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("**Effective Date**"), by and between SUMMIT COUNTY, a body corporate and politic of the State of Utah, whose address is 60 N. Main Street, P.O. Box 128, Coalville, Utah 84017 ("**County**"), and HOYTSTVILLE PIPE WATER COMPANY, a Utah non-profit public water supplier of the State of Utah, whose mailing address is P.O. Box 753, Coalville, UT 84017 ("**Grantee**"). The County and the Grantee are referred to individually as a "**Party**" and collectively as the "**Parties**".

**WHEREAS**, the County hereby acknowledges that the Grantee has the financial, legal, and technical ability to provide services, facilities, and equipment necessary to supply and transmit irrigation, snow making, and culinary water to the inhabitants of the County and persons and corporations beyond the limits thereof and in connection therewith to maintain and establish a network in, under, along, over and across present and future streets, alleys and rights-of-way of the County, consisting of underground water mains and pipes, together with all necessary and desirable appurtenances (the "**Water Utility Services**").

**WHEREAS**, Grantee has historically utilized the County's existing streets, alleys and rights-of-way without a formal written franchise agreement.

**WHEREAS**, The County has authority pursuant to U.C.A. §17-50-306 to "grant franchises along and over the public roads and highways for all lawful purposes, upon such terms, conditions and restrictions as in the judgment of the county legislative body are necessary and proper, to be exercised in such manner as to present the least possible obstruction and inconvenience to the traveling public." Summit County Code ("**Code**"), Title 7, Chapter 1 governs franchise agreements. The Parties agree that Grantee's Water Utility Services qualify as a Class A franchise under subpart 5 of Chapter 1.

**WHEREAS**, having afforded the public adequate notice and opportunity for comment, the Parties agree to enter into this non-exclusive Franchise for the provision of Water Utility Services on the terms set forth herein.

**SECTION 1**

**Definition of Terms**

- 1.1 Terms.** For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

- A. “County” means Summit County, Utah, or the lawful successor, transferee, or assignee thereof.
- B. “County Right-of-Way” means the surface, the air space above the surface, and the area below the surface of any public street, highway, lane, path, alley, boulevard, drive, or other similar public way within the County, which, consistent with the purposes for which it was dedicated, may be used for the purpose of installing and maintaining private utilities, public utilities, and telecommunication services.
- C. “Franchise” means a non-exclusive authorization, or renewal thereof, issued by the County which authorizes the construction, maintenance or operation of a public utility, private utility, or telecommunication service system along the County Right-of-Way. A Franchise shall not be construed to include any general license required for the privilege of transacting and carrying on a business within the County as may be required by other ordinances and laws of the County or for excavating or performing other work in or along the County Right-of-Way, unless otherwise provided in a Grantee’s Franchise Agreement.
- D. “Franchise Agreement” means a contract entered into pursuant to Code §7-1-4 between the County and a Grantee that sets forth the terms and conditions under which a Franchise will be granted and exercised.
- E. “Grantee” means Hoytsville Pipe Water Company, a special service district of the State of Utah, or the lawful successor, transferee, or assignee thereof.
- F. “Person” means an individual, partnership, association, joint stock company, organization, corporation, joint venture, limited liability company, or any lawful successor thereto or transferee thereof, but such term does not include the County.
- G. “Service Area” means the current properties with a meter who receive water from the Grantee’s water system, and shall include any additions thereto by annexation or other legal means.
- H. “Subscriber” means a Person or user who lawfully receives Water Utility Service from the Grantee.

## **SECTION 2**

### **Grant of Franchise**

**2.1 Grant.** The County hereby grants to the Grantee, during the Term, a non-exclusive Franchise which authorizes the Grantee the right, privilege and authority to construct, maintain, operate, upgrade, and relocate, at Grantee’s sole cost and expense, its water distribution and transmission lines and related appurtenances, including underground conduits and structures (collectively referred to herein as “**Water Facilities**”) in, along, among, upon, across, above,



over, under, or in any manner connected with County Rights-of-Way within the Service Area, for the provision of Water Utility Services to residents of Summit County, Utah.

**2.2 Non-interference Covenant.** The County agrees to not knowingly grant other franchises that may unreasonably interfere with Grantee's then existing Water Utility Facilities, which are situated within the County Rights-of-Way. Further, the County covenants to manage the County Rights-of-Way in accordance with Summit County Code, Title 7, Chapter 1 (or its successor ordinance) and the terms of this Franchise, and to enforce all regulations pertaining thereto.

**2.3 Competitive Equity.** The Grantee acknowledges and agrees that the County reserves the right to grant one (1) or more additional franchise agreements to provide Water Utility Services within the County.

**2.4 Term.** The Franchise granted hereunder shall be for a term of ten (10) years commencing on the Effective Date, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

### **SECTION 3**

#### **Standards of Service**

**3.1 Conditions of Occupancy.** The Water Facilities installed by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of County Rights-of-Way and with the rights and reasonable convenience of property owners who own property that adjoins any of such County Rights-of-Way. All Water Facilities shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable rules, ordinances and regulations of the County.

#### **3.2 Other Ordinances.**

**3.2.1** The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance and regulations, to the extent the provisions of the ordinance or regulations do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. Neither Party may unilaterally alter the material rights and obligations set forth in this Franchise. In the event of a conflict between any ordinance and this Franchise, the Franchise shall control, provided however, that the Grantee agrees that it is subject to the lawful exercise of the police power of the County.

**3.2.2** Except in the case of an emergency, Grantee shall, prior to commencing new construction or major reconstruction work in the County Right-of-Way, apply for any permit from the County as may be required by the County's ordinances, which permit shall not be unreasonably withheld, conditioned, or delayed. Grantee will abide by all applicable ordinances and all reasonable rules, regulations and requirements of the County, and the County may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, Grantee shall not be obligated to obtain a permit to perform emergency repairs.

**3.3 Restoration of County Rights-of-Way.** If, during the course of the Grantee's construction, operation, maintenance, or replacement of the Water Facilities, Grantee causes damage to or alters the County Right-of-Way or causes damage to public property, Grantee shall replace or repair and restore such County Right-of-Way at Grantee's expense to the condition of the County Right-of-Way existing immediately prior to such damage or alteration and in a manner reasonably approved by the County Engineer.

**3.4 Relocation for the County.** Upon its receipt of reasonable advance written notice, to be not less than thirty (30) calendar days in the event of a temporary relocation and no less than sixty (60) calendar days for a permanent relocation, the Grantee shall, at its own expense except as provided by law or entitlement, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the County Right-of-Way, any property of the Grantee when requested by the County by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, power lines or other municipal utility infrastructure, or any other type of public structures or improvements which are not used to compete with the Grantee's services, or any other reason requested by the County. The grantee shall employ commercially available best practices to meet the relocation times. In the event the Grantee has commenced efforts to complete the relocation and is making continuous progress toward completion, the County may extend the allowable time for completion.

**3.5 Relocation for a Third Party.** The Grantee shall, on the request of any Person holding a lawful permit issued by the County, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the County Right-of-Way as necessary any property of the Grantee, provided: (A) the expense of such is paid by said Person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and (B) the Grantee is given reasonable advance written notice to prepare for such changes. For purposes of this subsection, "reasonable advance written notice" shall be no less than thirty (30) calendar days in the event of a temporary relocation, and no less than sixty (60) calendar days for a permanent relocation. The grantee shall employ commercially available best practices to meet the relocation times. In the event the Grantee has commenced efforts to complete the relocation and is making continuous progress toward completion, the relocation time shall be extended as necessary to allow for completion. The relocation shall not interrupt Grantee's water deliveries to its shareholders.

**3.6 Trimming of Trees and Shrubbery.** After obtaining the prior written consent of the County, the Grantee shall have the authority to trim trees or other natural growth overhanging or interfering with any of its Water Facilities within the County Rights-of-Way in the Service Area so as to prevent vegetation from coming into contact or interfering with the operation of the Water Facilities. Such pruning shall comply with the *American National Standard for Tree Care Operation (ANSI A300)* and be conducted under the direction of an arborist certified with the International Society of Arboriculture. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing and problematic. The Grantee shall reasonably compensate the County for any damage caused by such trimming, or shall, in its sole discretion and at its own cost and expense, with the prior written consent of the County, reasonably replace all trees or shrubs damaged as a result of any construction, operation, maintenance, or

replacement of the Water Facilities undertaken by the Grantee. Such replacement shall satisfy any and all obligations the Grantee may have to the County pursuant to the terms of this subsection. Nothing herein shall give the Grantee the right to trim trees not within the County Right-of-Way without the permission of the landowner or without the permission of the County upon showing of public need. The County agrees to assure that the County Rights-of-Way are not unlawfully obstructed by property owners.

**3.7 Safety Requirements.** Construction, operation, maintenance, and replacement of the Water Facilities shall be performed in an orderly and workmanlike manner. All such work shall be performed in accordance with generally applicable federal, state, and local regulations. The Water Facilities shall not endanger or unreasonably interfere with the safety of Persons or property in the Service Area.

**3.8 Underground Construction.** All water distribution and transmission lines shall be placed underground. Prior to construction or replacement, in each case, all applicable permits shall be applied for and granted and all fees shall be paid. All other codes and ordinances of the County that pertain to such construction shall be complied with.

**3.8.1** For the purposes of this Franchise, facilities to be placed “underground” shall be at least twenty four (24) inches below the surface grade.

**3.9 Extensions of Water Facilities.** The Grantee shall have the right, but not the obligation, to extend Water Facilities into any portion of the Service Area where another operator is providing Water Utility Services, into any annexed area which is not contiguous to the present Service Area of the Grantee, or into any area which is financially or technically infeasible due to extraordinary circumstances.

**3.10 Trenching; Notice.** Before installing new Water Facilities or replacing existing Water Facilities, Grantee shall first notify the County of such work by written notice and shall allow the County, at its own expense, (to include a pro rata share of the trenching costs), to share the trench of Grantee to make its own improvement therein, provided that such action by the County will not unreasonably interfere with Grantee’s Water Facilities or delay project completion.

**3.11 Technical Standards.** The Grantee is responsible for insuring that the Water Facilities are designed, installed, operated, maintained, and replaced in a manner that fully complies with federal, state and local rules as revised or amended from time to time. As provided in these rules, the County shall have, upon request, the right to obtain a copy of tests and records required in accordance with appropriate rules.

**3.12 Subscriber Service Standards.**

**3.12.1** The County reserves its right to establish lawful standards beyond those established by this Franchise including:

**3.12.1.1** Customer service requirements.

**3.12.1.2** Construction schedules and other construction related

requirements.

**3.12.1.3** Consumer protection laws.

**3.13** **Regulatory Compliance.** Grantee agrees to comply with the following regulatory standards:

**3.13.1** Title 1, Chapter 5, Section 2 of the Summit County Code of Health (Water Concurrency).

**3.13.2** Utah Code Ann. Title 11, Chapter 36a (Impact Fees Act).

**3.13.3** Utah Code Ann. Title 73, Chapter 10, Section 32 (Water Conservation Plan).

**SECTION 4**

**Regulation by the County**

**4.1** **Renewal of Franchise.**

**4.1.1** At least one hundred twenty (120) days prior to the expiration of this Franchise, Grantee and the County either shall meet to discuss extending the term of this Franchise for a mutually acceptable period of time or use best efforts to renegotiate a replacement Franchise. Grantee shall have the right to continue using the County Rights-of-Way as set forth herein, under the same terms and conditions, so long as the Parties are negotiating in good faith towards an extension or replacement Franchise; provided that the County retains all rights it may have to terminate the Grantee's right to provide services within Summit County or to occupy the County Rights-of-Way on a prospective basis, using any and all available legal means. If the County and Grantee are unable to agree on a replacement Franchise, nothing herein shall limit the Parties' respective legal rights.

**4.1.2** The Grantee and the County agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the County and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the County may grant a renewal thereof.

**4.2** **Transfer of Franchise.** The Grantee's right, title, or interest in the Franchise shall not be sold, transferred or assigned to another entity, except transfers and assignments by operation of law, or to affiliates, parents or subsidiaries of Grantee which assume all of Grantee's obligations hereunder, without the prior written consent of the County, such consent not to be unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Water Facilities in order to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the County shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the County has not taken action on the Grantee's request for transfer within one

hundred twenty (120) days after receiving such request, consent by the County shall be deemed given.

## **SECTION 5**

### **Insurance and Indemnification**

**5.1 Insurance Requirements.** The Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Comprehensive Commercial General Liability Insurance in the amount of one Million Dollars (\$1,000,000) combined single limit per occurrence and Three Million Dollars (\$3,000,000) aggregate for bodily injury and property damage. The Grantee shall provide to the County an Endorsement to the Insurance Policy designating the County as an additional primary insured. Such Endorsement shall provide that such insurance coverage is primary and not contributory to any insurance policy maintained by the County. The Grantee shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3

**5.2 Indemnification.** The Grantee agrees to indemnify, save and hold harmless, and defend the County, its officers, boards and employees, from and against any and all claims, demands, liens, and all liability for damages of whatsoever kind, including but not limited to any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's use or occupancy of the County Right-of-Way or any of Grantee's acts or omissions pursuant to or related to this Franchise, and to pay any and all costs, including reasonable attorneys' fees incurred by the County in defense of such claims, demands or liens brought thereunder. The County shall: (a) give prompt written notice to Grantee of any claim, demand or lien with respect to which the County seeks indemnification hereunder; and (b) permit Grantee to assume the defense of such claim, demand, or lien. Notwithstanding the foregoing, the Grantee shall not indemnify the County for any damages, liability or claims resulting from the willful misconduct or negligence of the County. All settlements of claims, demands, liens and liability triggered by this indemnification provision shall require the consent of the County, which consent shall not be unreasonably withheld.

## **SECTION 6**

### **Enforcement and Termination of Franchise**

**6.1 Grounds for Termination.** The County may terminate or revoke this Franchise and all rights and privileges herein provided as follows:

**6.1.1** The Grantee, by act or omission, materially violates a material duty herein set forth in any particular within the Grantee's control, and with respect to which redress is not otherwise herein provided. In such event, the County, acting by or through its County Manager, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the Grantee notice of such determination, the Grantee, within sixty (60) calendar days of such notice, shall commence efforts to



remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, the County may declare the Franchise forfeited and this Franchise terminated, and thereupon, the Grantee shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the County shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the Grantee.

**6.2 Remedies at Law.** In the event the Grantee or the County fails to fulfill any of their respective obligations under this Franchise, the County or the Grantee, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this Franchise shall become effective without such action that would be necessary to formally amend the Franchise.

**6.3 Third Party Beneficiaries.** The benefits and protection provided by this Franchise shall inure solely to the benefit of the County and the Grantee. This Franchise shall not be deemed to create any right in any Person who is not a Party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of the Parties hereto).

**6.4 Uncontrollable Events.** The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by strikes, acts of God, power outages, or other events reasonably beyond its ability to control including any delays caused by the County.

## **6.5 Bonds and Surety**

**6.5.1** Except as expressly provided herein, the Grantee shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the Franchise or continuing its existence. The Grantee and the County recognize that the costs associated with bonds and other surety may be ultimately borne by the Subscribers in the form of increased rates for Water Utility Services. Initially, no bond or other surety will be required. In the event that one is required in the future, the County agrees to give the Grantee at least sixty (60) days prior written notice thereof stating the exact reason for the requirement.

**6.5.2** Notwithstanding the above provisions, the Grantee shall be responsible for standard performance bonds and insurance required for encroachment permits for work done within the County Rights-of-Way.

**6.6 Termination by Grantee.** Notwithstanding any other provision of this Franchise to the contrary, Grantee may terminate this Franchise with or without cause six months after giving the County notice of Grantee's intent to terminate. Upon termination, Grantee shall cease all operations of the Water Facilities located within the County Rights-of-Way.

## **SECTION 7**

### **Annexation**

Upon the annexation of any territory to the County, the rights granted herein shall extend to the annexed territory to the extent the County has such authority. All Water Facilities owned, maintained, or operated by Grantee located within any County Rights-of-Way of the annexed territory shall thereafter be subject to all of the terms hereof.

## **SECTION 8**

### **Miscellaneous Provisions**

**8.1 Actions of Parties.** In any action by the County or the Grantee that is mandated or permitted under the terms hereof, such Party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

**8.2 Entire Agreement.** This Franchise (a) supersedes all previous Franchise agreements between the Parties, and (b) constitutes the entire agreement between the Grantee and the County on the subject of Water Utility Service. Amendments to this Franchise for any purpose, including but not limited to any changes in state or federal law, shall be mutually agreed to in writing by the Parties.

**8.3 Notice.** Unless expressly otherwise agreed between the Parties, every notice or response required by this Franchise to be served upon the County or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed

and correctly addressed envelope: (a) upon receipt when hand delivered with receipt/acknowledgment, or (b) upon receipt when sent certified or registered mail.

The notices or responses to the County shall be addressed as follows:

Summit County Manager  
60 North Main Street  
PO Box 128  
Coalville UT 84017

With Copy to:

Summit County Attorney  
60 North Main Street  
P.O. Box 128  
Coalville, UT 84017

The notices or responses to the Grantee shall be addressed as follows:

Hoytsville Pipe Water Company  
Attn: Tyler James Larsen, President  
P.O. Box 753  
Coalville, UT 84017

The County and the Grantee may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this Section.

**8.4 Descriptive Headings.** The captions to sections and subsections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

**8.5 Severability.** If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

**8.6 Applicable Law.** The terms and conditions contained herein shall be interpreted according to the laws of the State of Utah, except where expressly preempted by federal law.

**8.7 No Waiver.** Neither the County nor Grantee shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

**8.8 Counterparts.** This Franchise may be executed in several counterparts and all so

executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Franchise delivered by facsimile shall be deemed an original signed copy of this Franchise.

Signature Pages to Follow

**IN WITNESS WHEREOF, the Parties hereto sign and cause this Franchise to be executed.**

SUMMIT COUNTY

---

Tonja Hanson, Chair  
Summit County Council

ATTEST:

APPROVED AS TO FORM:

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Evelyn Furse  
Summit County Clerk

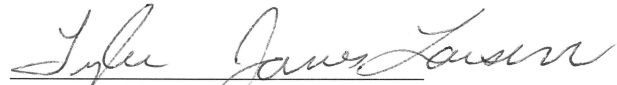
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David L. Thomas  
Chief Civil Deputy



IN WITNESS WHEREOF, the Parties hereto sign and cause this Franchise to be executed.

HOYTSTVILLE PIPE WATER COMPANY

  
By: Tyler James Larsen  
Its: President



Assessor  
60 North Main  
Coalville, UT 84017  
summitcountyassessor.org

TO: Summit County Council

FROM: Stephanie Poll, Summit County Assessor

DATE: 5 June 2025

RE: Consideration of Discretionary Tax Abatement – Parcel: YOUNG-2

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## Appeal Procedure

The law puts the responsibility on property owners to file a property tax appeal each year by the statutory deadline for that year. Counties mail the Notices of Valuation by the end of July to the address of record with information on how to file an appeal with the County Board of Equalization. Every year the deadline to file an appeal to the county board of Equalization is 15 September, or the next business day if the 15<sup>th</sup> falls on a weekend. See Utah Code 59-2-1004. **Summit County extends this deadline for the Primary Residential Exemption application to 30 November of each year per Summit County Ordinance 787-A.**

## Statement of Facts

- 1) The home ownership changed in December of 2023. The warranty deed states that the address of record should be 193 East 100 North Kamas, UT 84036 (attached). The Recorder's office did not make the updated address change and it was left at the previous owner's PO BOX in Park City.

## Staff Recommendation

As the property owner was not correctly noticed, they could not have known that the property was taxed as NON- PRIMARY, nor could they have had the information needed to make application to the Board of Equalization. This is a county error, and the staff recommendation would be to abate the taxes for 2024 on parcel YOUNG-2.

## Refund Calculation

***Difference in Primary and Non-Primary Taxes for Tax Year 2024 would be: \$1,464.94***

## State Standard of Practice

Utah Standards of Practice, Standard 3, adopted by the Utah Property Tax Division has these guidelines related to such discretionary abatements: *When considering a discretionary adjustment under Section 59-2-1374, it is the responsibility of the county legislative body to weight the best interests of the individual, the state, and the county. It can be interpreted as human interests vs. community interests, as taxes not paid by one person are spread amongst other taxpayers. The considerations given to one applicant must be applied to all applicants. Granting abatements, adjustments and deferrals too leniently can result in lower collections over time and higher tax rate for everyone else in a taxing entity.*

01213284 B: 2803 P: 0854

Page 1 of 1

Rhonda Francis Summit County Recorder

12/07/2023 03:07:36 PM Fee \$40.00

By US TITLE INSURANCE AGENCY

Electronically Recorded

WHEN RECORDED MAIL TO  
AND MAIL TAX NOTICE TO:

Annalise M. Coughlan

Joseph R. Coughlan

193 East 100 North

Kamas, UT 84036

## WARRANTY DEED

### ACCOMMODATION RECORDING

APN: YOUNG-2

Annalise M. Coughlan who previously acquired title as Annalise S. Margherita,

Grantor(s), of Kamas City, Summit County, State of Utah, hereby convey(s) and warrant(s) to

Annalise M. Coughlan and Joseph R. Coughlan, as Joint Tenants,

Grantee(s), of Kamas City, Summit County, State of Utah, for the sum of ten dollars and other good and valuable consideration, the following described tract(s) of land located in Summit County, Utah, to wit:

Lot 2, YOUNG SUBDIVISION, according to the official plat thereof recorded in the office of the Summit County, Utah Recorder's office

Situated in Summit County, State of Utah

Subject to easements, restrictions, reservations and rights of way appearing of record.

Witness the hand(s) of said Grantor(s) this 21 day of November, 2023.

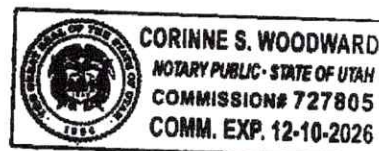
Annalise M. Coughlan  
Annalise M. Coughlan, who previously acquired title as Annalise S. Margherita

STATE OF UTAH

COUNTY OF Summit

The foregoing instrument was acknowledged before me the 21<sup>st</sup> day of November, 2023 by Annalise M. Coughlan who previously acquired title as Annalise S. Margherita.

Notary Public





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**MINUTES**

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**SUMMIT COUNTY**

County Council

SUMMIT COUNTY COURTHOUSE

60 NORTH MAIN STREET, COALVILLE, UT, 84017

MONDAY, MAY 19, 2025

**DRAFT**

Tonja Hanson  
Canice Harte  
Christopher Robinson  
Rodger Armstrong  
Megan McKenna

Shayne Scott  
Janna Young  
Dave Thomas  
Annette Singleton

1. **Closed Session (11:02 AM)**

**Canice Harte made a motion to enter closed session to discuss litigation. (11:02 AM). Christopher Robinson seconded, and all voted in favor, (5-0).**

1) ***Litigation* (11:02 AM)**

Council Members Hanson, Harte, Robinson, Armstrong, and McKenna, along with Manager Shayne Scott, Deputy Manager Janna Young, Chief Civil Deputy Attorney Dave Thomas and Executive Secretary Annette Singleton met in closed session to discuss litigation. (11:02 AM)

2. **Adjournment (11:35 AM)**

**Canice Harte made a motion to adjourn. Christopher Robinson seconded, and all voted in favor, (5-0).**

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**Tonja B. Hanson, Chair**

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**Eve Furse, Clerk**



## MINUTES

### **SUMMIT COUNTY**

County Council

SUMMIT COUNTY COURTHOUSE

60 NORTH MAIN STREET, COALVILLE, UT, 84017

WEDNESDAY, MAY 21, 2025

Meeting also conducted via Zoom.

### **DRAFT**

#### 1. **Work Session (12:03 PM)**

Tonja B Hanson

Canice Harte

Megan McKenna

**Absent:** Roger Armstrong

Christopher Robinson

Shayne Scott

Janna Young

Dave Thomas

Ben Nielson

Nick Jarvis

Peter Emery

Peter Barnes

Laura Kuhrmeyer

Mike Owens

Matt Boyer

Eve Furse

Brian Craven

#### 1) ***Pledge of Allegiance*** (12:03 PM)

#### 2. **Convene as the Governing Board of the North Summit Fire Service District (12:03 PM)**

**Megan McKenna made a motion to convene as the North Summit Fire District. (12:03 PM). Canice Harte seconded, and all voted in favor, (3-0). Absent: Roger Armstrong, Christopher Robinson.**

#### 1) ***Discussion and approval of amendments to Policy Sections 314, 316, 318, 400, 401, 500, 501, 502, 503, 504, & 505; Ben Nielson and Nick Jarvis*** (12:03 PM)

Attachment: Cover Page

Attachment: NFSD Operating Policy Amendments.pdf

North Summit Fire Chief Ben Nielson and Deputy Fire Chief Nick Jarvis presented Amendments to District policy. (12:04 PM)

Council Members commented and asked questions. Fire Chief Ben Nielson and Deputy Fire Chief Nick Jarvis responded. (12:04 PM)

**Canice Harte made a motion to approve amendments to Policy Sections 314, 316, 318, 400, 401, 500, 501, 502, 503, 504, & 505 as presented in the packet. (12:09 PM). Megan McKenna seconded, and all voted in favor, (3-0). Absent: Roger Armstrong, Christopher Robinson.**

**Canice Harte made a motion to dismiss as the Governing Board of the North Summit Fire Service District and reconvene as County Council. (12:09 PM). Megan McKenna seconded, and all voted in favor, (3-0). Absent: Roger Armstrong, Christopher Robinson.**

Council Members Roger Armstrong and Christopher Robinson joined the meeting. (12:10 PM)

Roger Armstrong

Shayne Scott



Christopher Robinson  
Tonja B Hanson  
Canice Harte  
Megan McKenna

Janna Young  
Dave Thomas  
Ben Nielson  
Nick Jarvis  
Peter Emery  
Peter Barnes  
Laura Kuhrmeyer  
Mike Owens  
Matt Boyer  
Eve Furse  
Brian Craven

3. **Consideration of Approval (12:10 PM)**

- 1) ***Discussion and action regarding restrictions on fireworks and open burning activities within the unincorporated areas of Summit County that fall within the boundaries of the Park City Fire District; Pete Emery (12:10 PM)***

Attachment: Cover Page

Attachment: Letter from Park City Fire District.pdf

Attachment: Proposed Council Letter to State Forester.pdf

Park City Fire Chief Peter Emery and Park City Fire Marshal Mike Owens presented a recommendation on fireworks and burning. (12:11 PM)

Council Members commented and asked questions. Park City Fire Chief Peter Emery and Park City Fire Marshal Mike Owens responded. (12:15 PM)

**Canice Harte made a motion to recommend for approval restrictions on fireworks and open burning activities within the unincorporated areas of Summit County that fall within the boundaries of the Park City Fire District.(12:17 PM). Megan McKenna seconded, and all voted in favor, (5-0).**

- 2) ***Discussion of Resolution 2025-13, a Resolution Authorizing the Issuance and Sale of Not More than \$30,000,000 Aggregate Principal Amount of Sale Tax Revenue Refunding Bonds, Series 2025; and Related Matters; Brad Patterson and Marcus Keller (12:18 PM)***

Attachment: Cover Page

Attachment: Parameters Resolution (super) - Summit Co Sales Tax Rev Ref 2025.docx

Attachment: Bond Purchase Contract - Summit Co Sales Tax Rev Ref 2025.docx

Attachment: Preliminary Official Statement Summit Co Sales Tax Rev Ref 2025.docx

Attachment: Fourth Supplemental Indenture - Summit Co Sales Tax Rev Ref 2025.docx

Bradley D. Patterson, Gilmore Bell shareholder, Marcus Keller, Managing Director Crews & Associates, and Finance Officer Matt Leavitt proposed a bond refinancing. (12:18 PM)

Council Members commented and asked questions. Shareholder Patterson, Director Keller, and Officer Leavitt responded. (12:22 PM)

The Council tabled Resolution 2025-13 until June 4, 2025. (1:03 PM)

- 3) ***Discussion and action regarding a discretionary tax abatement for Stephen and Gina Rossi, Parcel RC-1-1; Stephanie Poll (1:05 PM)***

Attachment: Cover Page

Attachment: RC-1-1 Discretionary Abatement.docx

Matt Boyer, Assessor Data Analyst, presented the proposed tax abatement. (1:05 PM)

**Canice Harte made a motion to approve a discretionary tax abatement for \$2,325.78 as presented in the packet. (1:06 PM). Megan McKenna seconded, and all voted in favor, (5-0).**

- 4) ***Discussion regarding the Blazzard Annexation Petition (approximately 136.88 acres total) into the City of Kamas, Utah; County Planner: Laura Kuhrmeyer (1:06 PM)***

Attachment: Blazzard Annexation into Kamas Staff Report

Attachment: Cover Page

Planner Laura Kuhrmeyer presented the proposed annexation to the Council. (1:06 PM)

Council commented and asked questions. No one objected. (1:08 PM)

- 5) ***Discussion and approval of Proclamation 2025-05, a Proclamation Declaring June, 2025 Pride Month in Summit County; Virginia Solomon*** (1:12 PM)

Attachment: Cover Page

Attachment: Proclamation 2025-05 Pride Month.docx

Summit Pride Foundation Board Member Virginia Solomon presented the proposed proclamation. (1:13 PM)

Council Members commented. (1:15 PM)

**Roger Armstrong made a motion to approve Proclamation 2025-05, a Proclamation declaring June, 2025 Pride Month. (1:20 PM). Canice Harte seconded, and all voted in favor, (5-0).**

Attachment: Proclamation 2025-05 Pride Month Executed

**Canice Harte made a motion to enter closed session to discuss litigation. (1:21 PM). Megan McKenna seconded, and all voted in favor, (5-0).**

4. **Closed Session** (1:22 PM)

- 1) ***Litigation*** (1:22 PM)

Council Members Hanson, Harte, Robinson, Armstrong, and McKenna, along with Manager Shayne Scott, Deputy Manager Janna Young, Chief Civil Deputy Attorney Dave Thomas and Executive Secretary Annette Singleton met in closed session to discuss litigation. (1:22 PM)

**Canice Harte made a motion to leave closed session and enter open session. (1:58 PM). Christopher Robinson seconded, and all voted in favor, (5-0).**

5. **Consideration of Approval continued.** (2:03 PM)

- 6) ***Consideration and approval of Ordinance No. 994, enacting Title 2, Chapter 45, to the Summit County Code, establishing the Summit County Districting Commission*** (2:03 PM)

Attachment: Cover Page

Attachment: Districting Commission Ordinance (Final 5.19.2025).doc

Chief Civil Deputy Attorney Dave Thomas introduced the proposed ordinance. (2:04 PM)

Council members commented and asked questions. Deputy Thomas responded. (2:08 PM)

**Canice Harte made a motion to adopt Ordinance No. 994, enacting Title 2, Chapter 45, to the Summit County Code, establishing the Summit County Districting Commission. (2:11 PM). Christopher Robinson seconded, and the motion carried, (4-1).**

**Christopher Robinson voted AYE**

**Tonja B Hanson voted AYE**

**Canice Harte voted AYE**

**Megan McKenna voted AYE**

**Roger Armstrong voted NAY**

Attachment: Ord 994 Executed

- 7) ***Discussion and appointment of members to the Districting Commission*** (2:11 PM)

Attachment: Cover Page

**Canice Harte made a motion to appoint Malena Stevens as the member at large for the unincorporated part of the County. (2:11 PM). Christopher Robinson seconded, and the motion carried, (4-1).**

**Christopher Robinson voted AYE**

**Tonja B Hanson voted AYE**

**Canice Harte voted AYE**

**Megan McKenna voted AYE**

**Roger Armstrong voted NAY**

- 8) ***Council Minutes dated April 9, 2025, April 23, 2025, and April 30, 2025*** (2:12 PM)

Attachment: Cover Page

Attachment: SCC Draft Minutes 04-9-25

Attachment: SCC Draft Minutes 04-23-25

Attachment: SCC Draft Minutes 04-30-25

**Canice Harte made a motion to approve Council Minutes dated April 9, 2025 and April 23, 2025 as presented in the packet. (2:12 PM). Megan McKenna seconded, and all voted in favor, (4-0). Abstain: Roger Armstrong.**

**Canice Harte made a motion to adopt Council Minutes dated April 30, 2025 as presented in the packet. (2:13 PM). Megan McKenna seconded, and all voted in favor, (4-0). Abstain: Christopher Robinson.**

9) ***Council and Manager comments*** (2:13 PM)

No comments were given. (2:14 PM)

6. **Work Session** (2:14 PM)

1) ***Respondent presentations to Cline Dahle RFP*** (2:14 PM)

Attachment: Cover Page

Attachment: Staff Report-Cline Dahle and Fire Station 35 RFP.docx

Attachment: Presentation #1 Brinshore Development, L.L.C. and GTS Development Services-Cline Dahle.pdf

Attachment: Presentation #2 Evergreen Devco, Inc-Cline Dahle.pdf

Attachment: Presentation #3 Columbus Pacific Development-Cline Dahle.pdf

Attachment: Presentation #4 Layton Legacy Jeremy Village LLC-Cline Dahle.pdf

Attachment: Presentation #5 JF Development Group LLC-Cline Dahle.pdf

Attachment: Presentation #6 Crandall Capital-Cline Dahle.pdf

Brinshore Development, L.L.C., GTS Development Services, Berkshire Hathaway, and PC Tots presented their proposed development for the parcel. The presentation team included Katie Wilking, Senior Managing Director of Berkshire Hathaway Utah Properties; Nick Carney, VP Development Manager Brinshore; Jeff Knighton, Founder & Principle Architect, Knighton Architecture; Steve Swisher, Principal, AIA LEED AP, GTS Development Services; Lisa Dove Swisher, Principle, GTS Development for Brinshore. (2:15 PM)

Council Members asked the Brinshore team questions. The presenters responded. (2:35 PM)

Jeremy Carver, Evergreen DevCo Inc. Vice President, presented the team and the proposal. Matt Nielson, Evergreen DevCo Inc. Vice President of Acquisitions; Chris Jensen, Evergreen DevCo Inc. Sr. Vice President-Utah Multifamily; Steve Jones, Principle, Dwell Design Studio Architect, supported the proposal. (2:42 PM)

Council Members asked the Evergreen DevCO team questions. The presenters responded. (3:07 PM)

Attachment: Dwell Design Studio RFP Handout

Columbus Pacific Development Partner Tony Tyler introduced the proposal. Craig Elliot, Elliot Workgroup Managing Partner, Carla Lehigh, Elliot Work Group Project Manager, Jason Glidden, Mountainlands Community Housing Executive Director, Dana Jones, Snyderville Basin Recreation District Director, Parry Harrison, Habitat for Humanity Summit and Wasatch Counties Operations Director, Gary Sikora, Manager of Mountain Pacific Construction LLC, all supported the presentation. (3:13 PM)

Council Members asked the Columbus Pacific Development team questions. The presenters responded. (3:37 PM)

Donny Peeples III, founder of Legacy Development, introduced the proposed Layton Legacy Jeremy Village. Legacy Development partnered with Layton Construction and Eskew Dumez Ripple Architects. Alex Drecksel, Layton Construction's Director of Development, presented the project overview. Marta Fenollosa, Eskew Dumez Ripple Senior Project Architect, presented design details. (3:42 PM)

Council Members asked the Layton Legacy Jeremy Village LLC team questions. The presenters responded. (4:01 PM)

Ryan Davis, J. Fisher Partner, introduced the team and the JF Development Group LLC, proposal. Rory Murphy and Jake Wood, J. Fisher Partners, along with Annie MacDonald, Henry Walker Homes Director, supported the presentation. (4:09 PM)

Council members commented and asked the JF Development Group questions. The presenters responded. (4:35 PM)

Attachment: J. Fisher Companies ClineDahle\_RFP

Justin Keys, Hoggan Lee Hutchinson Partner, introduced the Crandall Capital team and project. Ryan Crandall and Matthew Crandall from Crandall Capital, Trent Smith, Modern Out West Architect, and Scott Steed, Steed Construction President and CEO, supported the presentation. (4:40 PM)

Council Members asked the Crandall Capital-Cline Dahle team questions. The presenters responded. (5:04 PM)

7. **Public Input** (5:10 PM)

Council Chair Hanson opened the meeting for public input. (5:10 PM)

No one appeared.

Council Chair Hanson closed the meeting for public input.

**Canice Harte made a motion to enter closed session for Property Acquisition. (5:12 PM). Megan McKenna seconded, and all voted in favor, (5-0).**

8. **Closed Session** (5:12 PM)

1) ***Property Acquisition*** (5:12 PM)

Council Members Hanson, Harte, Robinson, Armstrong, and McKenna, along with Manager Shayne Scott, Deputy Manager Janna Young, Chief Civil Deputy Attorney Dave Thomas, Community Development Director Peter Barnes, Economic Development Director and Public Lands Manager Jessica Kirby met in closed session to discuss property acquisition. (5:12 PM)

9. **Adjournment** (6:28 PM)

**Canice Harte made a motion to adjourn. Megan McKenna seconded, and all voted in favor, (5-0).**

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Tonja B. Hanson, Chair

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Eve Furse, Clerk