



**SECOND AMENDED AGENDA
COUNTY COUNCIL
Wednesday, March 25, 2026**

NOTICE is hereby given that the Summit County Council will meet, on Wednesday, March 25, 2026, electronically, via Zoom, and at the anchor location of the Richins Building auditorium, 1885 W. Ute Blvd., Park City, UT 84098

(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

1:50 PM - Tour of the remodeled Sheriff/Attorney office at 6300 Justice Center Road, Park City, Utah; Kacey Bates (45 min)

2:35 PM - Travel to Richins building (20 min)

2:55 PM Closed Session- Property acquisition (15 min)

3:10 PM - Move to auditorium (10 min)

3:15 PM Work Session

1. 3:15 PM - Pledge of Allegiance (5 min)
2. 3:20 PM - Interview applicant for vacancies on Timberline Special Service District Administrative Control Board (15 min)
[Interview Schedule-Timberline SSD.docx](#)
3. 3:35 PM - Discussion and update on the Cline Dahle property; Tony Tyler and Peter Barnes (60 min)
[Staff Report Cline Dahle Update and Discussion.pdf](#)
4. 4:35 PM - Presentation regarding advancing community health in Summit County - data, partnership, and impact; Kendra Babitz and Nancy Porter (30 min)
[CHA & CHIP Council Presentation-3.pdf](#)
[CHA_CHIP STAFF REPORT_final_26.3.10.pdf](#)

5:05 PM Closed Session- Personnel (5 min)

5:10 PM Consideration of Approval

1. 5:10 PM - Public comment may be taken regarding the proposed appointment, and possible adoption of Resolution 2026-11, a Resolution Appointing a Member to Serve on Timberline Special Service District Administrative Control Board (5 min)
[Resolution 2026-11 Appointment to Timberline SSD.docx](#)

2. 5:15 PM - Discussion and possible direction from Council regarding the Crittenden Farms Annexation Petition (Parcel CD-2106; approximately 10.18 acres) into Francis City, Utah; County Planner; Laura Kuhrmeyer (10 min)
[Crittenden Farms Annexation into Francis Staff Report 3.25.26](#)
3. 5:25 PM - Approval of Council Minutes dated March 4, 2026, and March 6, 2026 (5 min)
[SCC Draft Minutes 3-4-26.pdf](#)
[Draft Joint City Council and County Council Meeting 3-6-26.pdf](#)
4. 5:30 PM - Council and Manager comments (10 min)

5:40 PM Convene as the Governing Board of Mountain Regional Water Service District

1. Discussion and possible adoption of revisions to By-Laws and Personnel Policies; Andy Garland (20 min)
[MRW Memo Recommendation ByLaws and Personnel Policies 3.25.26.pdf](#)

Dismiss as the Governing Board of Mountain Regional Water Service District

6:00 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 by 12:00 p.m. on Wednesday, March 25, 2026. 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.

6:00 PM Convene as the Governing Board of Mountain Regional Water Service District

1. Discussion and possible adoption of Resolution MRW 2026-12 authorizing the issuance and sale of not more than \$18,000,000 aggregate principal amount of Water Revenue Refunding Bonds, Series 2026B; and related matters
[MRW Refunding Memo to County Council.pdf](#)
[Parameters Resolution - Mt Regional Water SSD Water Rev Refunding 2026B.docx](#)
[Bond Purchase Contract - Mt. Regional Water SSD Water Rev Refunding 2026B.docx](#)
[Seventeenth Supplemental Indenture - Mt. Regional Water SSD - Water Rev Refunding 2026.docx](#)

Dismiss as the Governing Board of Mountain Regional Water Service District

Adjourn

**Interview Schedule
Timberline Special Service District
Wednesday, March 25, 2026**

At the anchor location of the Richins Building
1885 W. Ute Blvd, Park City, UT 84098

OR

Zoom webinar: <https://zoom.us/j/772302472>

Phone: 1-301-715-8592, Webinar ID 772 302 472

(2 vacancies; 1 applicant)

3:20 PM Abbey Eddy *In Person

Two vacancies are a result of Amy Cairn resigning May 28, 2025, and Cedric Gambel resigning November 10, 2025.

Interview Instructions (Zoom)

For your interview with Council, please use one of the two following options:

1. By phone only: Dial 1-301-715-8592, Meeting ID: 772 302 472
2. By video chat: Join Zoom meeting: <https://zoom.us/j/772302472> When you join the meeting, set up your audio preferences. You will be muted upon entering the meeting.

When Council finishes the interview prior to yours, the moderator will unmute your microphone so you can interview with Council.



STAFF MEMO

To: Summit County Council
From: Peter Barnes, Community Development Director
Date of Meeting: March 25, 2026
Regarding: Cline Dahle, Update and Discussion

Last November Tony Tyler of Columbus Pacific Development appeared before council to present a status update on the Cline Dahle project. During that presentation discussions were held regarding: the site plan, possible adjustments to mix of unit types and tenures and a review of next steps in the process.

Since that last update regular meetings have been taking place between Columbus Pacific and County representatives to finalize an agreement as to how to most efficiently move the project forward while minimizing risks to both the County and the development team selected through the original RFP.

At the March 25 meeting, county staff and Columbus Pacific representatives will provide an update on the project status, outline stumbling blocks to progress and suggest potential paths forward.

One of the beginning steps towards progress identified in the November 2025 update was the need to prepare a rezone application, including the creation of a new small lot/mix use zone. Difficulties associated with that process are outlined below and staff will elaborate on this during the March 25 meeting. It is expected that Tony Tyler will also address this issue and the risks that developers face when dealing with the requirements for rezones and other code changes.

Analysis of Regulatory Requirements: Cline Dahle Project

The proposed Cline Dahle project necessitates significant amendments to the Snyderville Basin Development Code, ranging from standard exceptions to the potential creation and application of an entirely new zoning district.

The Regulatory Hurdle: Section 10-7-4

While most jurisdictions require a high-level master plan for rezoning, Summit County's requirements under Section 10-7-4 impose an atypical burden on applicants. The code mandates that a rezone cannot be granted until a detailed development plan is reviewed and found in full compliance with all standards in Chapters 3 and 4.

Key Challenges

High Financial Risk: Applicants must provide a level of project detail usually reserved for final approvals—including Conditional Use Permits and Master Planned Development applications—before the rezone itself is even secured.

Procedural Complexity: This "simultaneous application" standard requires exhaustive site planning and engineering before moving toward construction documents, creating significant front-end costs.

Legislative Ambiguity: While Section C2 offers a "lesser standard" for amendments initiated by the County Council or Manager, this flexibility is largely negated by language requiring that these amendments still remain consistent with the "full compliance" standard of subsection C1c.

Summary: The current code structure essentially requires an applicant to fully engineer and design a project to a "final approval" standard to justify the initial legislative act of rezoning, representing an extraordinary level of risk. Staff would like the County Council to consider potential changes to the rezoning process and discuss to what extent this might be acceptable.

The following are more general notes associated with any rezone process, not unique to Summit County or the Cline Dahle project. These are presented as additional items for consideration should the council wish to explore the need to amend the rezone process.

Financial Risk to Development

Applying for a zone change is one of the highest-risk phases in real estate development. It requires significant, non-refundable capital with no guarantee of approval. The process can take 6 to 12 months or longer, during which developers face substantial carrying costs and uncertainty.

1. High "Sunk" Costs

Developers often spend tens or even hundreds of thousands of dollars on professional fees and studies before a decision is made. This pre-development capital is unrecoverable if the rezoning request is denied:

- **Professional Fees:** Legal counsel for land use, architects, and civil engineers.
- **Application Fees:** Significant non-refundable application and filing costs.
- **Technical Studies:** For example; traffic analyses, environmental assessments, and infrastructure impact reports.

2. Carrying Costs

A protracted timeline erodes profitability through ongoing holding costs:

- **Debt Service:** Interest payments on land acquisition loans.
- **Property Taxes & Maintenance:** Ongoing obligations on land that remains non-revenue-generating during the wait.

3. Regulatory & Approval Risks

- **Complex Process:** Additional time and costs directly related to processing requirements
- **Denial/Downzoning:** Rejection by Planning Commission or County Council transforms a potential asset into a non-performing one. Conversely, a "downzone" risk might result from the imposition of stricter conditions, increasing costs or diminishing land value.
- **Compounding Expenses:** Rezoning delays increase total development costs

4. Capital Efficiency

- **Opportunity Cost:** Capital tied up in a high-risk rezone cannot be deployed into lower-risk, immediate-return projects.
- **Tax Exposure:** Delays beyond 180 days can jeopardize IRS 1031 Exchange eligibility, triggering immediate and massive capital gains tax liabilities.

5. Conditional Approval (Possible Exactions)

Rezoning success often comes with "proffers" or conditions. Council may demand additional "public benefits" and/or infrastructure upgrades adding significant costs to the final budget.

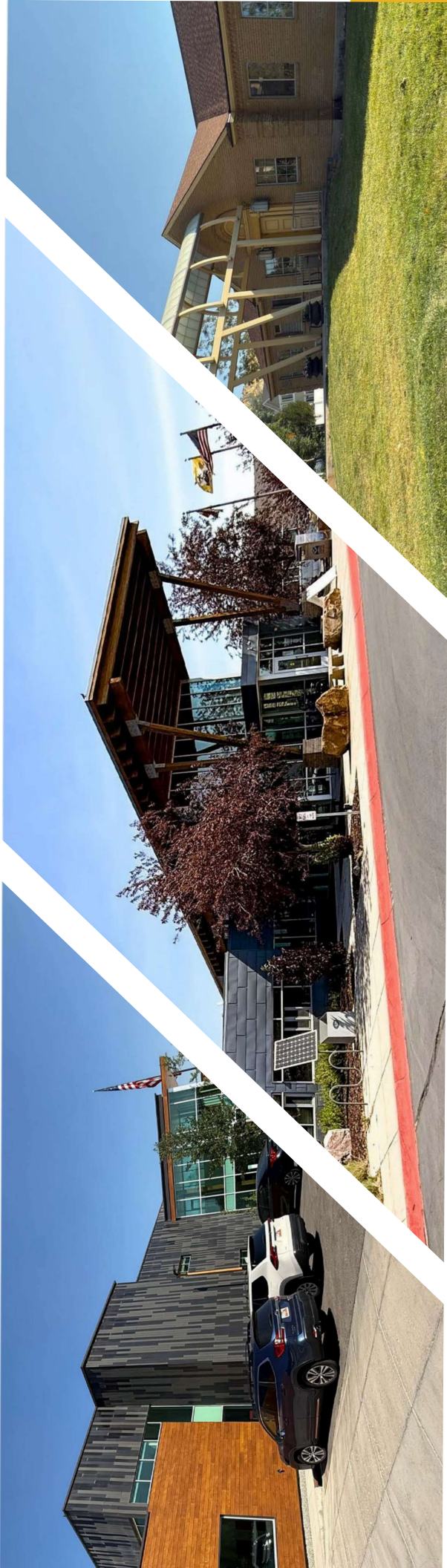
ADVANCING COMMUNITY HEALTH IN SUMMIT COUNTY DATA, PARTNERSHIP, AND IMPACT

CHA & CHIP from Data to Action



A healthier community for all.

NANCY PORTER, EPIDEMIOLOGIST
KENDRA BABITZ, DEPUTY HEALTH DIRECTOR

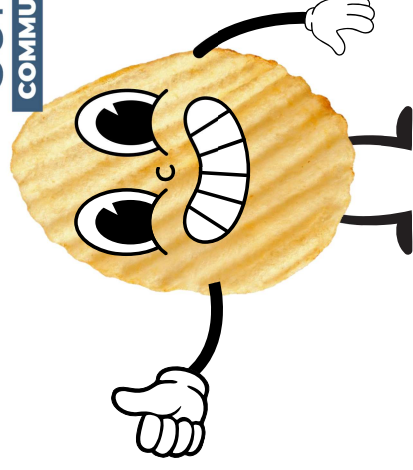


SUMMIT COUNTY - UTAH



BACKGROUND

Over the past two years, the Health Department has led the development of Summit County's first comprehensive Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP), establishing a data-driven and community-informed roadmap for improving health across the county.



Community Health Assessment (CHA)

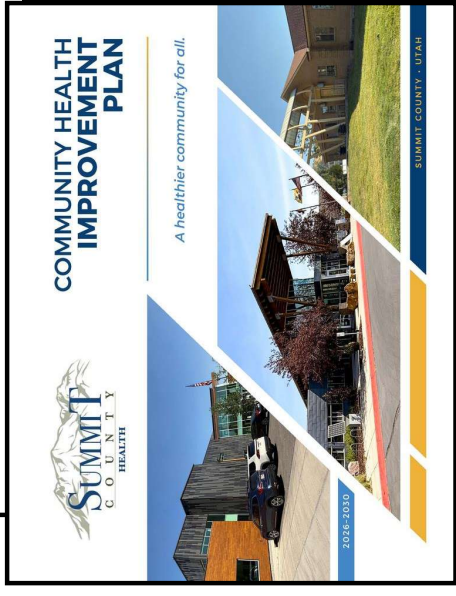
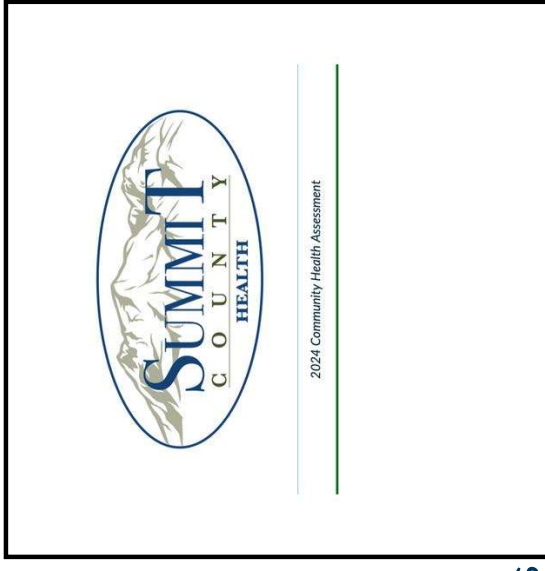
What it is: A comprehensive review of community health conditions and priorities

- Conducted by local health departments about every 5 years
- Uses data and community input to understand health needs
- Findings identify key issues affecting community health

Community Health Improvement Plan (CHIP)

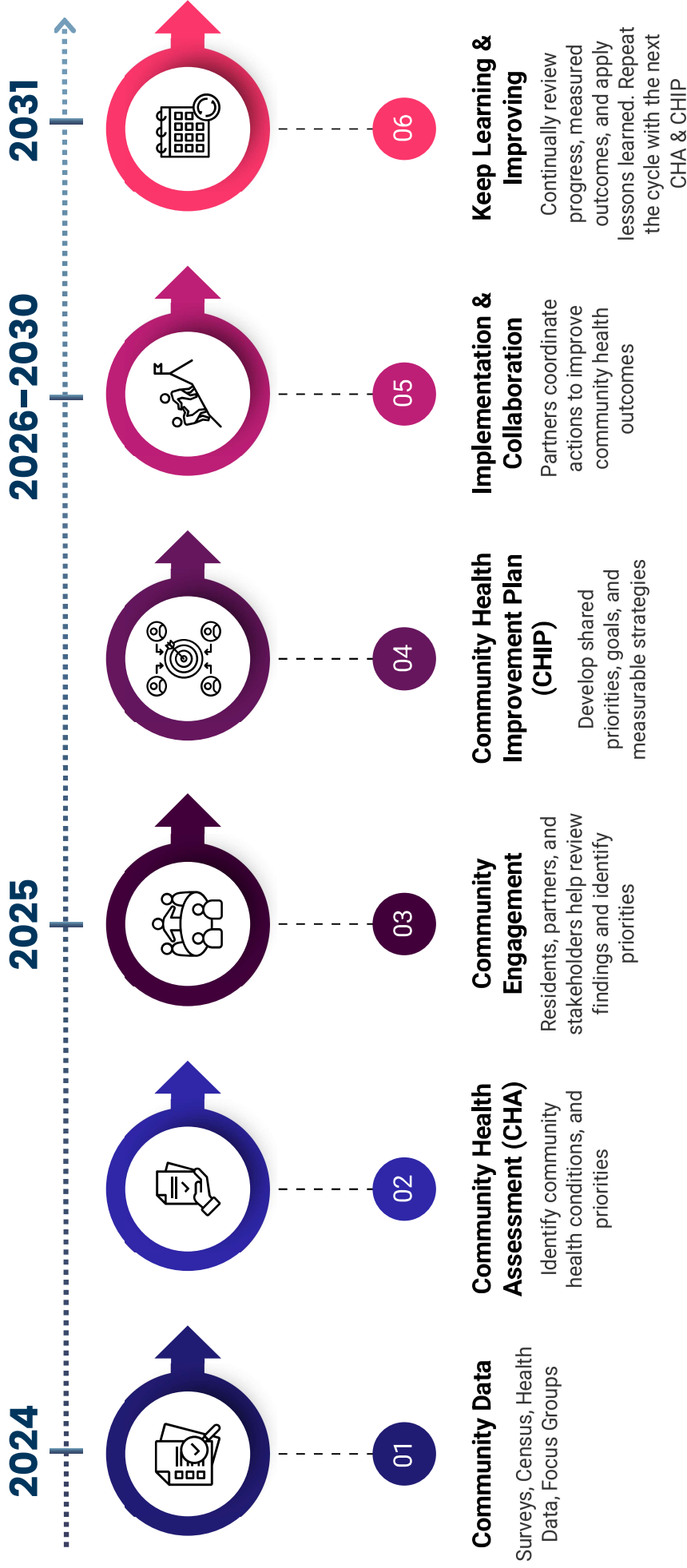
What it is: A 5-year strategic plan to address priority health issues in the community

- Data-driven and informed by community input
- Aligns partners and coordinates community efforts
- Focuses on upstream conditions that influence health long before medical care is needed





CHA → CHIP PROCESS & TIMELINE



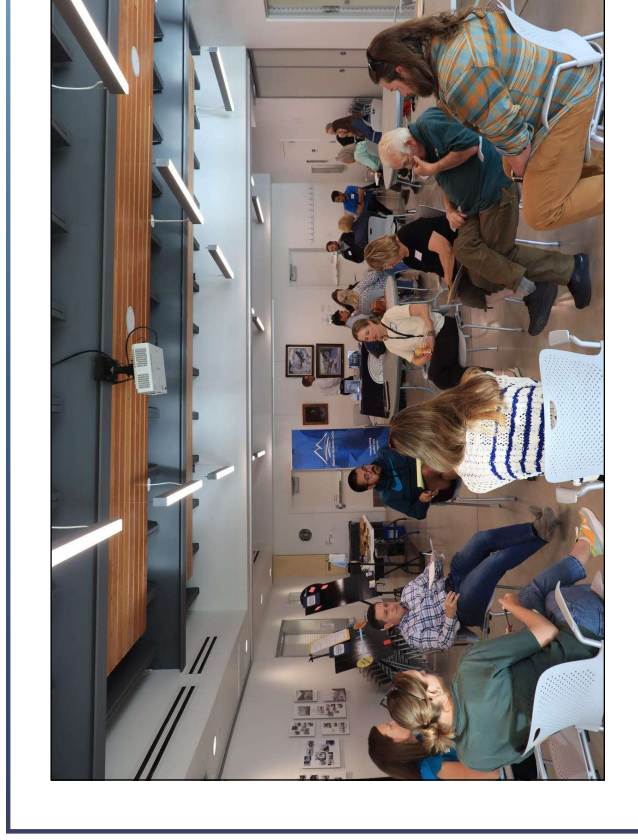
2024 COMMUNITY HEALTH ASSESSMENT

Why We Conducted the CHA

- Understand the health conditions affecting Summit County
- Identify priority issues impacting residents
- Use data and community input to guide action

How We Gathered Information

- Census and health surveillance data
- Environmental and economic indicators
- Countywide survey (1,700+ residents)
- Focus groups and qualitative responses





COMMUNITY SURVEY

- **community survey Snapshot**
- 1,700+ residents | 42 questions | 20+ outreach events
- Online, mail, and in-person recruitment
- Statistically representative sample across key demographics
- Community voices directly informed the assessment findings



WHAT MAKES SUMMIT COUNTY HEALTHY

Top Factors Identified by Residents

- Access to parks, trails, and outdoor recreation
- Safe neighborhoods
- Clean environment
- A place to raise children
- Access to healthcare

Community Factors that Make Summit County a Healthy Community				
Community Factors	All	Park City	South Summit	North Summit
Access to Parks/Trails and Outdoor Recreation	1 st	1 st	1 st	4 th
Crime Rate/Safe Neighborhoods	2 nd	2 nd	2 nd	2 nd
Clean Environment	3 rd	3 rd	3 rd	3 rd
Place to Raise Children	4 th	4 th	4 th	1 st
Access to Healthcare (e.g., Family Doctor)	5 th	5 th	6 th	5 th
Bike Paths	6 th	7 th	7 th	8 th
Access to Indoor Recreational Facilities	7 th	8 th	5 th	13 th
Transportation Options, Including Public Transit	8 th	6 th	10 th	18 th
Healthy Food Options	9 th	9 th	8 th	9 th
Affordable Healthcare	10 th	12 th	13 th	10 th



AREAS RESIDENTS SAY NEED IMPROVEMENT

Top Factors Identified by Residents

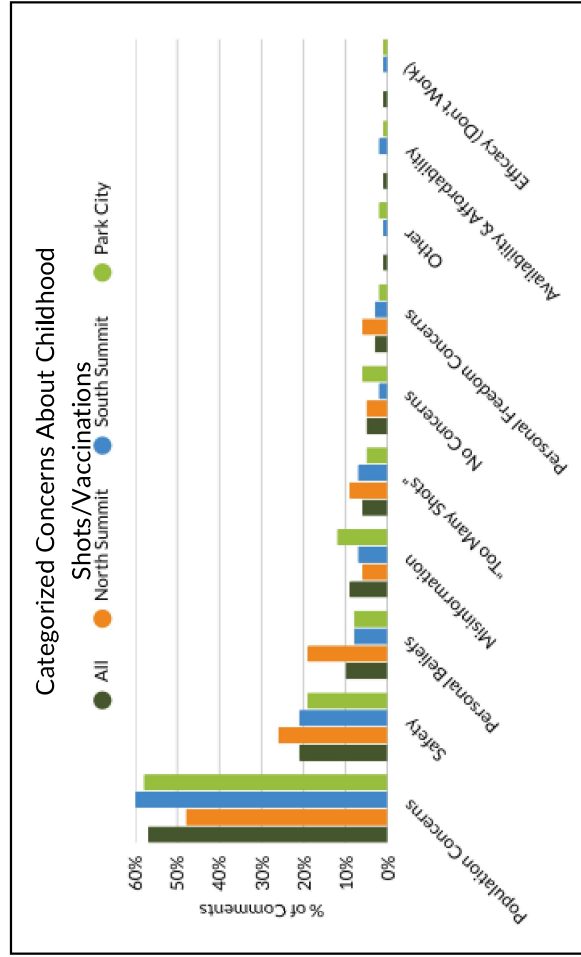
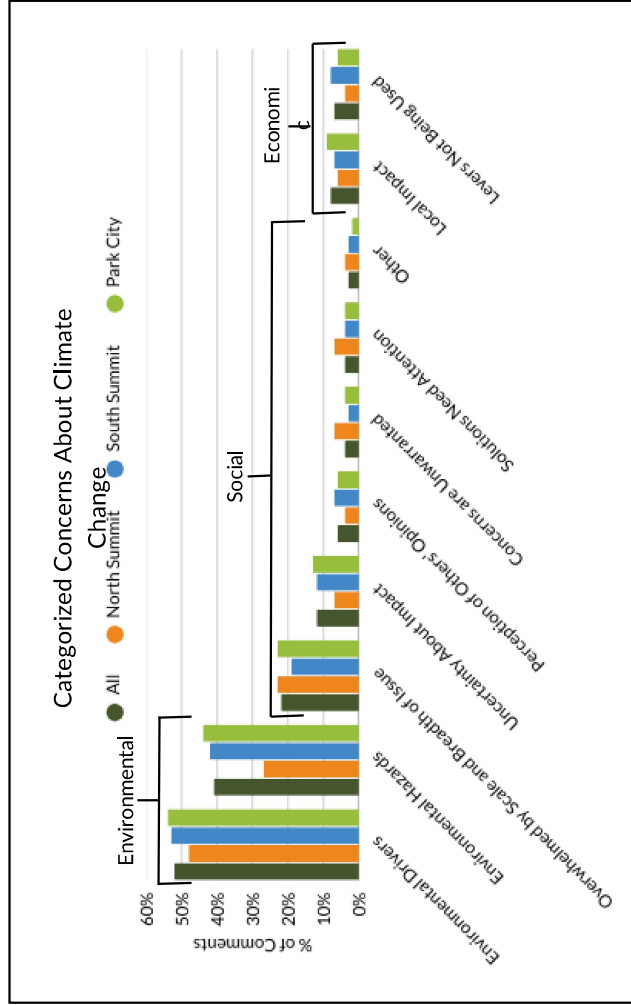
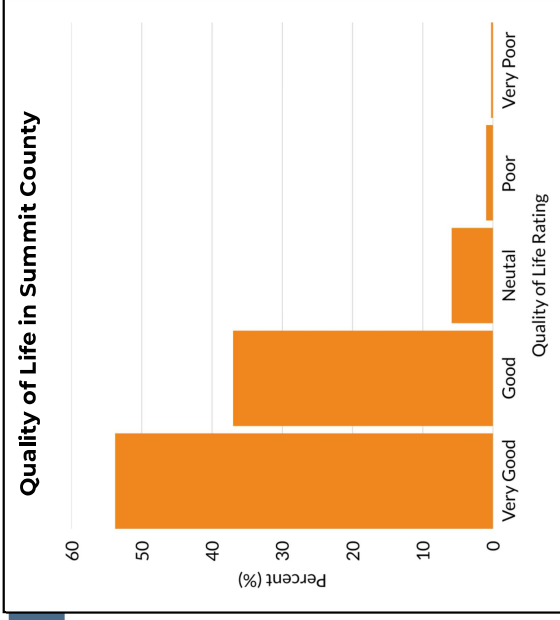
- Affordable housing
- Elder care options
- Affordable food
- Childcare
- Transportation options

Community Factors that Need Improvement in Summit County				
Community Factors	All	Park City	South Summit	North Summit
Affordable Housing	1 st	1 st	1 st	1 st
Elder Care Options	2 nd	2 nd	2 nd	3 rd *
Affordable Food Options	3 rd	4 th	3 rd	2 nd
Childcare	4 th	3 rd	4 th	7 th
Transportation Options, Including Public Transit	5 th	7 th	5 th	3 rd *
Road Maintenance and Safety	6 th	5 th	6 th	6 th
Affordable Healthcare	7 th	6 th	8 th	9 th
Number of Healthcare Providers	8 th	8 th	10 th *	10 th
Availability of Employment	9 th	12 th	9 th	8 th
Healthy Food Options	10 th	11 th	10 th *	11 th
Access to Indoor Recreational Facilities	11 th	14 th	13 th	3 rd *

These issues reflect broader drivers of health beyond medical care.



CHA RESULTS TO NOTE



COMMUNITY HEALTH IMPROVEMENT PLAN (CHIP)

From Data to Action – the CHIP translates CHA findings into action

CHA → identifies needs
CHIP → guides action

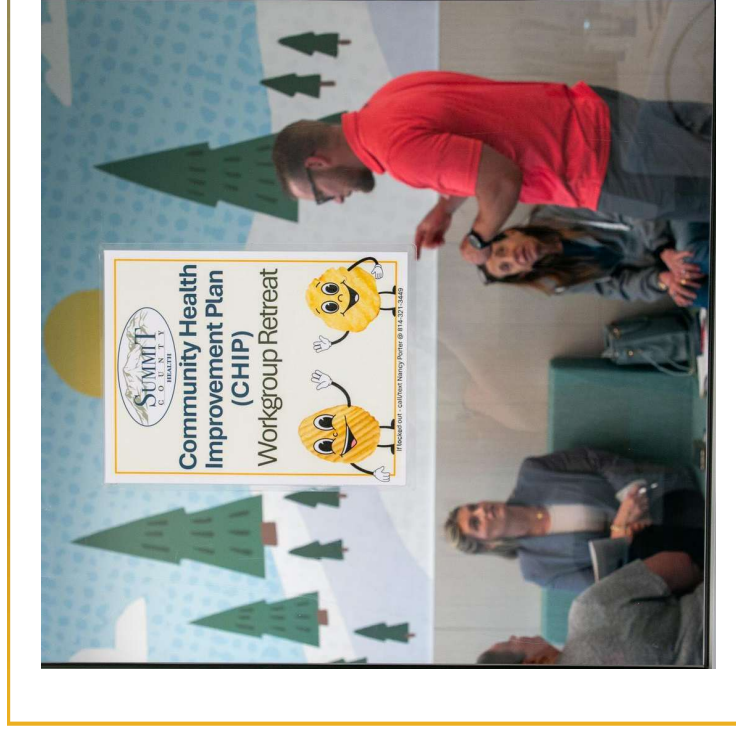
The plan establishes:

- Shared community priorities
- Measurable goals
- Coordinated strategies across partners

Focus on the root causes of health

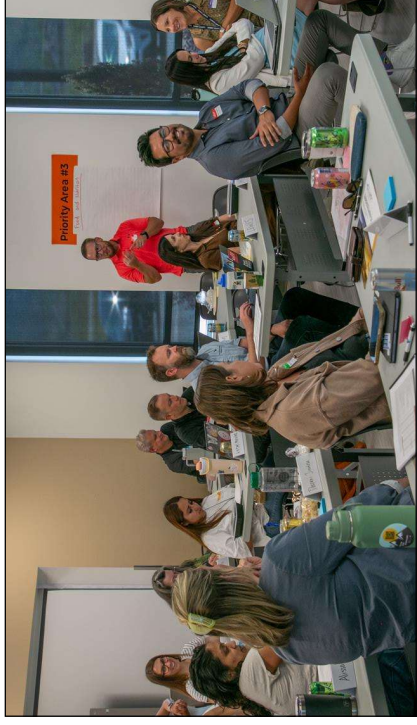
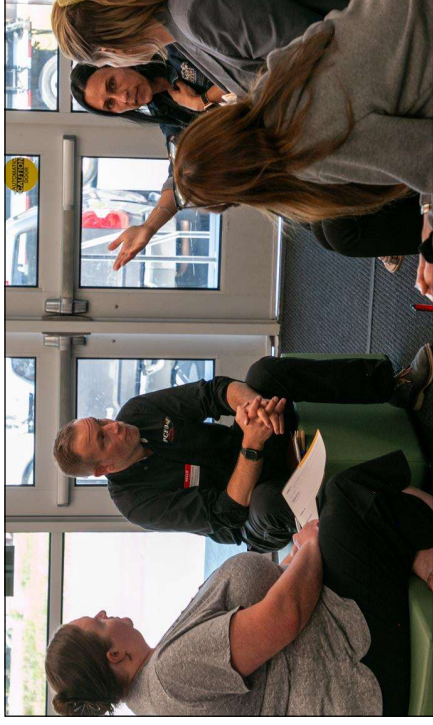
Community-Led Process:

→ Community Partners Helped Set the Direction





DATA INFORMED & COMMUNITY DRIVEN



GUIDED BY COMMUNITY VOICES

- A 2-day facilitated workgroup brought together 40 cross-sector partners from health care, education, transportation, social services, environment, and local government
- External facilitation removed staff bias and positioned the Health Department as a partner rather than an authority
- Structured decision-making ensured equitable representation and that every voice was heard
- Community partners helped define priorities, not just endorse them



CHIP PRIORITIES (2026–2030)

PRIORITY 1

Strengthen Partnerships to Impact Community Health Drivers

Goal 1.1 Collaborate with community stakeholders to address policy affecting community health drivers through inclusive communication and trust-building strategies.

Goal 1.2 Leverage existing community partnerships and infrastructure to expand access to information, services, and coordinated health equity efforts.

PRIORITY 2

Improve Food and Nutrition Access for an Evolving Community

Goal 2.1 Promote an equitable, resilient, and sustainable local food network.

Goal 2.2 Promote inclusive, stigma-free participation in local food programs.

PRIORITY 3

Increase Immunization Coverage to Reduce Preventable Disease

Goal 3.1 Strengthen public trust in vaccines through clear communication, trusted messengers, and culturally responsive engagement.

Goal 3.2 Expand vaccine access through improved delivery models and system coordination.

WHY THIS PROCESS WORKS

- CHIP priorities reflect both statistically grounded data and community lived experience
- The process strengthened cross-sector collaboration and established trust across partner organizations
- Strategies address real barriers rather than assumed needs
- Community buy-in secured during planning increases readiness and shared accountability for action

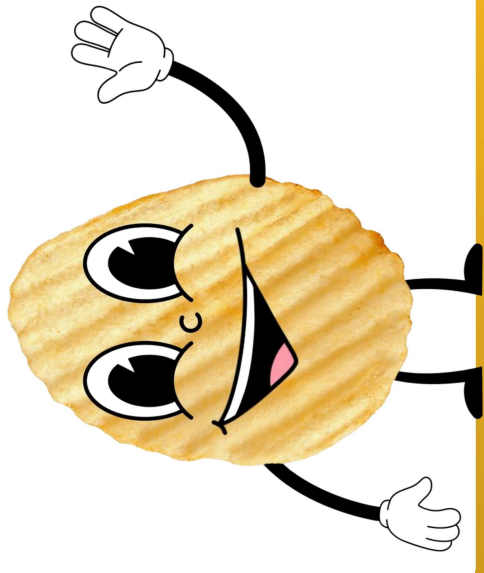


KEY TAKEAWAY

The CHA and CHIP provide:

- A data-driven understanding of community health
- A community-led roadmap for action
- Strong partnerships for implementation

Together, they position Summit County for coordinated, long-term improvements in health and well-being.





ACKNOWLEDGEMENTS



STAFF REPORT

To: Summit County Council

From: Nancy Porter, Epidemiologist; Kendra Babitz, Deputy Health Director

Date of Meeting: March 18, 2026

Subject: Advancing Community Health In Summit County - Data, Partnership, and Impact

Presentation of the Summit County 2024 Community Health Assessment (CHA) and 2026–2030 Community Health Improvement Plan (CHIP)

BACKGROUND

Local health departments conduct a Community Health Assessment (CHA) approximately every five years to evaluate community health conditions and identify priority needs.¹ Findings from the CHA inform the Community Health Improvement Plan (CHIP), which establishes coordinated strategies and measurable goals to address those priorities.

In 2024, the Summit County Health Department completed its first comprehensive CHA to assess health status, community conditions, emerging trends, and resident priorities. The findings informed the development of the 2026–2030 Community Health Improvement Plan, a five-year framework for improving health outcomes across the county through coordinated action with community partners.

This report provides an overview of the CHA findings, summarizes the development of the CHIP, and highlights how community engagement strengthened the plan and positioned the County for implementation.

2024 COMMUNITY HEALTH ASSESSMENT (CHA)²

Overview

The Community Health Assessment is a systematic review of community health conditions, including health outcomes, social determinants of health, and access to services. The CHA helps guide public health planning, partnership development, and resource allocation to ensure strategies respond to local needs.

The 2024 CHA combined quantitative and qualitative data to create a comprehensive picture of health in Summit County.

Data Sources

The assessment incorporated multiple sources of information, including:

- Secondary data from U.S. Census estimates, Utah state surveillance systems, environmental assessments, and economic indicators
- A countywide survey with **1,700+ respondents**, producing a statistically representative sample across geography, age, gender, and ethnicity
- Open-ended survey responses and qualitative analysis
- Focus groups to provide additional context on lived experiences and access barriers

This multi-source approach ensured the findings were both statistically grounded and informed by community experience.

Key Themes Identified

The CHA identified several factors influencing community health in Summit County, including:

- Access to healthy and affordable food
- Immunization coverage and preventable disease
- Health equity and structural barriers to care
- Economic pressures and cost of living
- Environmental and infrastructure conditions that influence health

Tables 1 and 2 summarize survey results identifying the factors residents believe contribute most to community health and the areas they believe need improvement.

The full Community Health Assessment is available online:

<https://summitcountyhealth.org/resources/cha24/>

Table 1. Ranked Factors that Make Summit County a Healthy Community

Community Factors that Make Summit County a Healthy Community					
Community Factors	All	Park City	South Summit	North Summit	
Access to Parks/Trails and Outdoor Recreation	1 st	1 st	1 st	4 th	
Crime Rate/Safe Neighborhoods	2 nd	2 nd	2 nd	2 nd	
Clean Environment	3 rd	3 rd	3 rd	3 rd	
Place to Raise Children	4 th	4 th	4 th	1 st	
Access to Healthcare (e.g., Family Doctor)	5 th	5 th	6 th	5 th	
Bike Paths	6 th	7 th	7 th	8 th	
Access to Indoor Recreational Facilities	7 th	8 th	5 th	13 th	
Transportation Options, Including Public Transit	8 th	6 th	10 th	18 th	
Healthy Food Options	9 th	9 th	8 th	9 th	
Affordable Healthcare	10 th	12 th	13 th	10 th	
Availability of Employment	11 th	13 th	11 th *	7 th	
Number of Healthcare Providers	12 th	11 th	14 th	11 th	
Family Activities	13 th	14 th	9 th	6 th	
Arts and Cultural Events	14 th	10 th	15 th	16 th	
Affordable Housing	15 th	15 th	16 th	17 th	
Elder Care Options	16 th	17 th	17 th	15 th	
Road Maintenance and Safety	17 th	21 st	11 th *	12 th	
Childcare	18 th	16 th	19 th	21 st *	
Affordable Food Options	19 th	19 th	18 th	14 th	
Services for Disabled People	20 th	18 th	21 st	21 st *	
Behavioral/Mental Health/Counseling Services	21 st	20 th	20 th	19 th	
Culturally Appropriate Healthcare	22 nd	22 nd	22 nd	23 rd	
Drug and Alcohol Abuse Treatment Services	23 rd	23 rd	24 th *	19 th *	
Drug and Alcohol Abuse Prevention Services	24 th	24 th	23 rd	24 th *	
LGBTQ+ Resources	25 th	25 th	24 th *	24 th *	
* Indicates a tied ranking (rankings of 25 factors); Top rankings color key:			1 st	2 nd	3 rd

Table 2. Ranked Factors that Need Improvement in Summit County

Community Factors that Need Improvement in Summit County					
Community Factors	All	Park City	South Summit	North Summit	
Affordable Housing	1 st	1 st	1 st	1 st	
Elder Care Options	2 nd	2 nd	2 nd	3 rd *	
Affordable Food Options	3 rd	4 th	3 rd	2 nd	
Childcare	4 th	3 rd	4 th	7 th	
Transportation Options, Including Public Transit	5 th	7 th	5 th	3 rd *	
Road Maintenance and Safety	6 th	5 th	6 th	6 th	
Affordable Healthcare	7 th	6 th	8 th	9 th	
Number of Healthcare Providers	8 th	8 th	10 th *	10 th	
Availability of Employment	9 th	12 th	9 th	8 th	
Healthy Food Options	10 th	11 th	10 th *	11 th	
Access to Indoor Recreational Facilities	11 th	14 th	13 th	3 rd *	
Behavioral/Mental Health/Counseling Services	12 th	9 th	14 th	13 th *	
Access to Healthcare (e.g., Family Doctor)	13 th	10 th	12 th	18 th	
Bike Paths	14 th	21 st *	7 th	12 th	
Clean Environment	15 th	13 th	19 th *	13 th *	
Family Activities	16 th	15 th	16 th	16 th	
Services for Disabled People	17 th	16 th	17 th	17 th	
Access to Parks/Trails and Outdoor Recreation	18 th	23 rd	15 th	13 th *	
Crime Rate/Safe Neighborhoods	19 th	18 th *	19 th *	19 th	
Drug and Alcohol Abuse Treatment Services	20 th	17 th	21 st	20 th *	
Arts and Cultural Events	21 st	21 st *	18 th	24 th *	
Drug and Alcohol Abuse Prevention Services	22 nd	18 th *	24 th	22 nd	
Culturally Appropriate Healthcare	23 rd	18 th *	25 th	24 th *	
Place to Raise Children	24 th	25 th	22 nd *	20 th *	
LGBTQ+ Resources	25 th	24 th	22 nd *	23 rd	
* Indicates a tied ranking (rankings of 25 factors); Top rankings color key:			1 st	2 nd	3 rd

2026–2030 COMMUNITY HEALTH IMPROVEMENT PLAN (CHIP)³

Overview

The Community Health Improvement Plan translates CHA findings into prioritized goals, measurable objectives, and coordinated strategies to improve health outcomes over the next five years.

The CHIP focuses on upstream drivers of health such as housing, food access, transportation, education, and income that influence health outcomes before medical care is needed. Addressing these conditions helps reduce disparities and strengthen the systems that support community well-being. Health equity is a core principle of the CHIP, recognizing that barriers such as poverty, discrimination, and limited access to resources influence health outcomes and access to services.

To develop the plan, the Health Department convened a two-day facilitated workshop with 40 cross-sector partners, including representatives from healthcare, education, transportation, social services, environmental organizations, and local government. Participants reviewed CHA findings and engaged in structured discussions to identify shared priorities.

Importantly, community partners were involved before priorities were finalized, allowing them to help shape the direction of the plan rather than simply review it. This approach strengthened trust, legitimacy, and shared ownership.

Following the workshop, the Health Department worked with internal divisions and partners to establish timelines, identify responsible parties, and develop measurable objectives using the SMART framework (specific, measurable, achievable, realistic, and time-bound). The plan also aligns with Public Health Accreditation Board standards.

CHIP Priorities (2026–2030)

While Summit County ranks among the healthiest counties in Utah, the CHA identified ongoing challenges related to access, affordability, and equity. Based on community input and data analysis, the CHIP focuses on three priorities where coordinated action can have the greatest impact within the next five years:

- 1. Strengthen Partnerships to Impact Community Health Drivers**
- 2. Improve Food and Nutrition Access for an Evolving Community**
- 3. Increase Immunization Coverage to Reduce Preventable Disease**

Although issues such as housing, childcare, transportation, and behavioral health strongly influence health outcomes, these areas already have dedicated initiatives led by other County

departments and community partners. The Health Department will continue supporting those efforts through collaboration and data sharing while focusing CHIP resources on areas where it can have the most direct impact.

These priorities reflect Summit County's commitment to prevention, equity, and coordinated public health action. The full CHIP report is available online:

<https://summitcountyhealth.org/chip/>

CHA AND CHIP SUCCESSES

Although implementation of the CHIP is still in its early stages, several outcomes already demonstrate the value of the CHA-to-CHIP process.

The development process strengthened collaboration across sectors by establishing partnerships with organizations in healthcare, education, transportation, social services, environmental organizations, and local government before implementation began. These relationships helped align organizations around shared goals and expanded engagement with groups serving underrepresented populations.

The process also increased community buy-in. Because partners were involved in reviewing data and identifying priorities, these organizations are well positioned to participate in strategy development and implementation as the CHIP moves forward. This early engagement builds readiness for coordinated action and strengthens the credibility and effectiveness of public health initiatives across the community.

CHA findings are now informing department planning, community presentations, and discussions with partners. Using shared data has improved alignment between public health messaging and documented community needs and has helped guide more strategic prioritization of resources.

The CHA and CHIP also emphasize addressing structural barriers that influence health outcomes. Strategies focus on improving access to services, strengthening representation in decision-making, and developing solutions informed by community experience.

Engaging partners early in the process created measurable advantages. By involving community organizations before priorities were finalized, the Health Department built trust, reduced resistance during objective setting, and strengthened accountability through shared ownership of the plan. The process also established partnerships that will support collaboration on additional community priorities in the future.

When community members help identify priorities, they are more likely to support and participate in the work required to address them, increasing the likelihood of sustained impact throughout the five-year implementation period.

ALIGNMENT WITH COUNTY PRIORITIES

The CHA and CHIP align with several broader County strategic objectives and workplan priorities, including:

- Local Housing Choice
- Regional Planning and Transportation
- Environmental Stewardship
- Senior Citizen Services

The CHIP also complements related County initiatives, including sustainability efforts, behavioral health initiatives, housing and infrastructure planning, and economic development strategies.

SUMMARY

The 2024 Community Health Assessment and the 2026–2030 Community Health Improvement Plan provide a data-driven and community-led roadmap for improving health in Summit County.

Through strong data analysis and early engagement with community partners, the Health Department and its partners have:

- Identified clear, evidence-based priorities
- Strengthened cross-sector collaboration
- Built shared ownership of community health strategies
- Positioned the County for effective implementation over the next five years

These efforts strengthen not only health outcomes but also the County’s capacity for coordinated, equitable action.

The Health Department will continue to provide periodic updates on CHIP progress and measurable outcomes throughout the 2026–2030 implementation period.

REFERENCES

1. Community Planning for Health Assessment: CHA & CHIP | Public Health Gateway | CDC. <https://www.cdc.gov/public-health-gateway/php/public-health-strategy/public-health-strategies-for-community-health-assessment-health-improvement-planning.html>.
2. Porter, N. R. *et al.* *Summit County Health 2024 Community Health Assessment*. https://summitcountyhealth.org/wp-content/uploads/2025/04/SCHD-2024-CHA_for-web-Edited.pdf (2024).
3. Porter, N. R., Babitz, K. & Bondurant, P. *Summit County Health 2026-2030 Community Health Improvement Plan*. <https://summitcountyhealth.org/chip/> (2025).

Summit County Council Resolution No. 2026-10
A Resolution Appointing a Member to Timberline Special Service District
Administrative Control Board

WHEREAS, the County lawfully created the Timberline Special Service District (the “District”) codified in Summit County Code Title 2, Chapter 38 (the “Code”), which created an Administrative Control Board (the “ACB”) and delegated certain powers thereto to administer the responsibilities of the District; and

WHEREAS, the Code requires the ACB be comprised of 5-7 members appointed by the County Council, and that each member shall be a registered voter within the District; and

WHEREAS, the ACB members Amy Cairn resigned effective May 28, 2026, and Cedric Gambel resigned effective November 10, 2025; and

WHEREAS, pursuant to Utah Code Annotated §17B-1-304(2), the County prepared a notice of vacancy for these ACB positions, posted the notice, and otherwise complied with all requirements of law for filling vacancies; and

WHEREAS, the Council has conducted interviews with interested applicants who responded to the notice of vacancy; and

WHEREAS, the Council has complied with Utah’s Open and Public Meetings Act in making this appointment and has allowed interested persons an opportunity to speak with respect to this proposed appointment; and

WHEREAS, pursuant to Utah Code Annotated §17B-1-304 et. seq., the County now desires to appoint member(s) to the ACB of the District.

NOW, THEREFORE, the SUMMIT COUNTY COUNCIL resolves as follows:

The following registered voters of the Timberline Special Service District are hereby appointed to serve on the Timberline Special Service District’s Administrative Control Board for the term specified herein.

Appoint _____ to serve the unexpired term of Amy Cairn, through December 31, 2028.

APPROVED, ADOPTED AND PASSED by the Summit County Council on 25th day of March,
2026.

SUMMIT COUNTY COUNCIL

Council Chair

ATTEST:

County Clerk

APPROVED AS TO FORM:

Deputy County Attorney



STAFF REPORT

To: Summit County Council
From: Laura Kuhrmeyer, County Planner
Date of Meeting: March 25, 2026
Type of Item: Annexation Petition – Crittenden Farm Annexation (CD-2106, approx. 10.18 acres)
Process: Legislative

On January 12, 2026, Summit County received the request for mailing for the petition for parcel CD-2106 to annex into the City of Francis, referred to as the Crittenden Farm Annexation. The proposed annexation area consists of approximately 10.18 acres, located south of East 2200 South. A map of the area is attached as Exhibit A and outlined below in green.



The proposed annexation area is currently zoned Agriculture-10 (AG-10) and is located in the Eastern Summit County Planning District. The parcel is adjacent to the current Francis City boundary and is also located within the Annexation Declaration Area of Francis City. The Francis

City Council accepted the petition for further consideration and the petitioners requested a mailing notice to be sent by Summit County.

On March 16, 2026, 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 Annexation Area

Exhibit B – Certification of Annexation Petition

FINAL LOCAL ENTITY PLAT - PARCEL 2106 ANNEXATION INTO THE CITY OF FRANCIS
2025

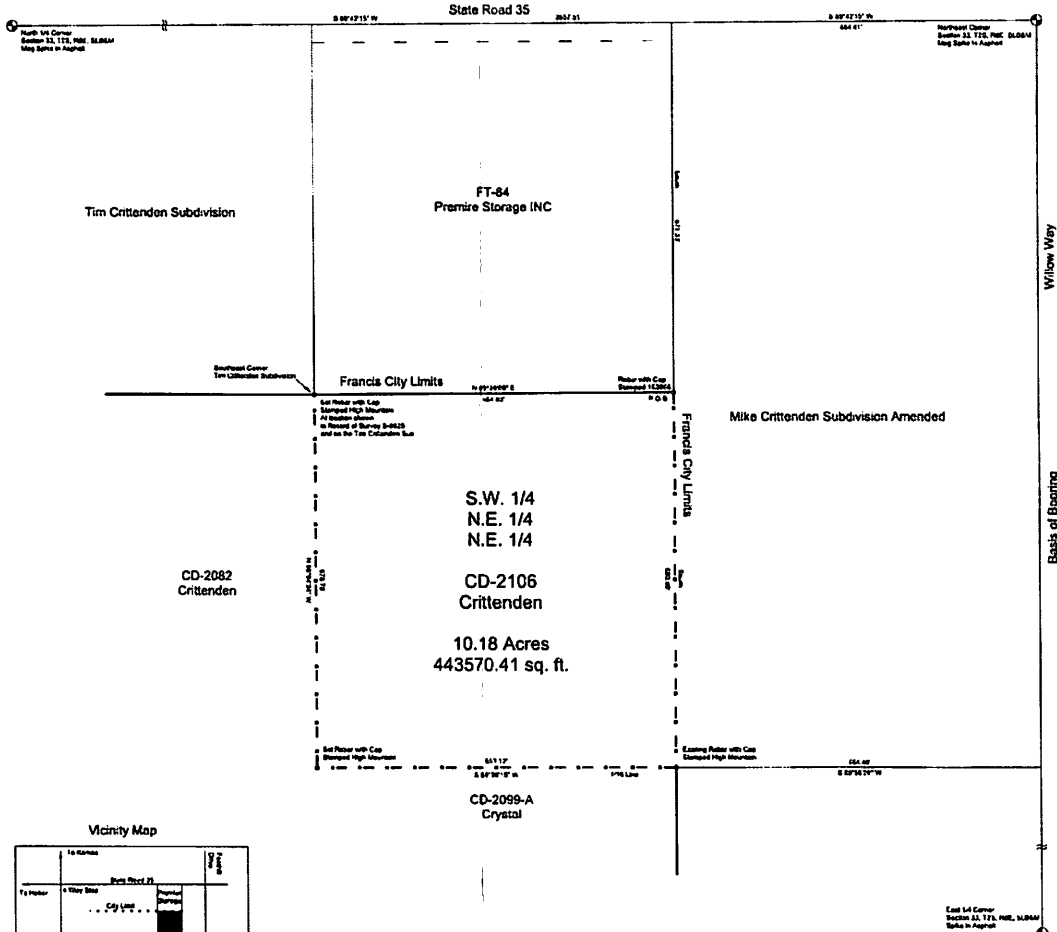
Located in the NE1/4 of Section 33, T2S, R6E, SLB&M.
Francis, Summit County, Utah

SURVEYOR CERTIFICATE
I, JOE WILSON, a Registered Professional Land Surveyor as provided by the laws of the State of Utah and holding License Number 16512, do hereby certify that a boundary survey of the described property was conducted under my direction and that the plat herein is a true and correct representation of said survey.

Recordation No. 2025-0014 Date 11/14/2025
Plate No. 1144



HIGH MOUNTAIN SURVEYING, LLC
1315 South Reynolds Road
Cedarville, Utah 84207
(435) 334-8210



ANNEXATION BOUNDARY DESCRIPTION

A tract of land located in the Northeast Quarter of Section 33, Township 2 South, Range 6 East, Salt Lake Meridian and Section 2, Township 2 South, Range 6 East, Salt Lake Meridian. Beginning at a point 69' 42" 1/2" West 684' 41" East along the section line and South 02' 33" East from the Northeast Corner Section 33, Township 2 South, Range 6 East, Salt Lake Meridian, thence north bearing a value with one stoppage of 12.0000, bearing South 88.62' East along a fence line that bears 20' 00" 00" 00" East of the line, Coleridge Subdivision, Amended, bearing South 89' 42" 1/2" West 684' 41" East along a fence line also measured by the 1978 Utah Premier Survey 89' 42" 1/2" West 684' 41" East along a fence line to the southeast corner of the Tim Crittenden Subdivision, bearing North 87' 24' 00" East 643' 83" East along the southerly line of Parcel PT-84 to the point of beginning.

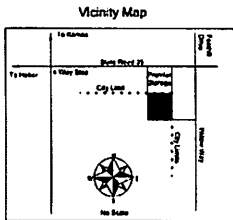
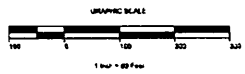
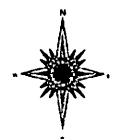
Containing 18.18 Acres
443570.41 sq. ft.

NARRATIVE

Timothy Crittenden requested a preliminary survey map of Parcel CD-2106 being the Southeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 33, Township 2 South, Range 6 East, Salt Lake Meridian. A fence line was shown on the map. A survey was conducted on the Northeast Corner and the East 1/4 Corner of Section 33, T2S, R6E, SLB&M. This survey was requested for the purpose of preparing an annexation plat of Parcel CD-2106.

LEGEND

- - - - - Leading Fence Line
- Set Marker with Cap (Measured High Mountain - LB 344521)
- ⊙ Existing Marker with Cap (Measured High Mountain - LB 123994)



S.W. 1/4
N.E. 1/4
N.E. 1/4

CD-2106
Crittenden

10.18 Acres
443570.41 sq. ft.

FINAL LOCAL ENTITY PLAT APPROVAL	
APPROVED BY CITY ATTORNEY	APPROVED BY FRANCIS CITY COUNCIL
Summit County Surveyor	Summit County Surveyor
Approved in compliance with Section 17-23-20 of the Utah Code on _____ day of _____ 2025	Reviewed and Approved by the Francis City Council this _____ day of _____ 20____
BY: _____ Summit County Surveyor	BY: _____ Francis City Attorney

FRANCIS CITY ATTORNEY
Reviewed and Approved by the Francis City Attorney
this _____ day of _____ 20____

FRANCIS CITY COUNCIL
Reviewed and Approved by the Francis City Council
this _____ day of _____ 20____

COUNTY RECORDER
NO
Date of Utah County of Summit, Registered and Filed in the record of this _____ day of _____ 20____ Book _____ Page _____
FILED
County Recorder

Francis City Annexation Survey
Parcel CD-2106
Located in the NE1/4 of Section 33, T2S R6E, SLB&M.
Francis, Summit County, Utah

Prepared For:
Tim Crittenden

SHEET 1 OF 1



CERTIFICATION FOR ANNEXATION PETITION

On February 12th, 2026, the Francis City Council accepted for further consideration an Annexation Petition signed by Tim Crittenden. The annexation is approximately for 10.18 Acres known as Parcel CD-2106.

Crittenden Farms Subdivision Annexation Boundary

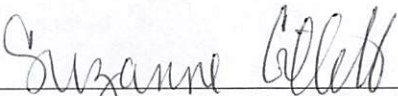
A tract of land located in the Northeast Quarter of Section 33, Township 2 South, Range 6 East, Salt Lake Base and Meridian and having a Basis of Bearing taken as South between the Northeast Corner and the East 1/4 Corner of said Section 4, described as follows:

Beginning at a point South 89°42'15" West 664.41 feet along the section line and South 671.33 feet from the Northeast Corner Section 33, Township 2 South, Range 6 East, Salt Lake Base and Meridian, which point being a rebar with cap stamped 152956; thence South 680.60 feet along a fence line also being the westerly line of the Mike Crittenden Subdivision Amended; thence South 89°56'15" West 653.12 feet along a fence line also accepted as the 1/16 line; thence North 0°04'34" West 676.78 feet along a fence line to the southeast corner of the Tim Crittenden Subdivision; thence North 89°36'09" East 645.03 feet along the southerly line of Parcel FT-84 to the point of beginning.

Containing 10.18 Acres

443570.41 sq. ft.

I, Suzanne Gillett, Francis City Recorder, and Brad Christopherson City Attorney, have reviewed the Annexation Petition in accordance with applicable provisions of Utah Code Ann. 10-2-405, and hereby certify that the Annexation Petition is available for inspection at the Francis City Recorder's Office at Francis City Hall, 2317 So. Spring Hollow Rd., Francis, Utah during normal working hours 8:00 a.m. to 4:30 p.m., Monday through Thursday. If you have any questions regarding this matter, please feel free to contact me at 435-280-4040.


Suzanne Gillett, Francis City Recorder



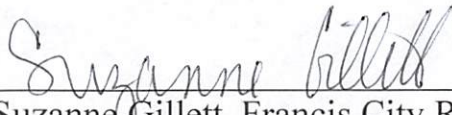
Mailing Certificate

I hereby certify that on the 5th. day of March 2026, I caused to be emailed, or hand delivered a true and correct copy of the foregoing Certification of Annexation Petition to the following:

Francis City Mayor and City Council

And caused to be mailed, emailed or hand delivered, first class United States Postal Service, postage pre-paid, a true and correct copy of the foregoing Certification of Annexation Petition to the following:

Tim Crittenden, Contact Sponsor
Summit County Council
Summit County Clerk
South Summit School District
So. Summit Fire Protection
Rocky Mountain Power



Suzanne Gillett, Francis City Recorder



Public Notice

The Francis City Planning Commission will hold a public hearing on Thursday, March 19, 2026, to receive public comments regarding the Crittenden Farms Annexation. The annexation area is parcel CD-2106. It is ten acres, located near 2396 S Willow Way. The developer is proposing five lots in an AG-1 zone. The meeting will begin at 6:00 pm at Francis City Hall, 2317 South Spring Hollow Road. Persons wishing to comment may do so in person or by email to comments@francisutah.gov prior to 3:00 pm on the day of the public hearing.

The meeting will be streamed live on the Francis City YouTube channel:
<https://www.youtube.com/channel/UC-9wahpEELShvGQZShXGIXg>



MINUTES

SUMMIT COUNTY

County Council

SUMMIT COUNTY COURTHOUSE

60 NORTH MAIN STREET, COALVILLE, UTAH, 84017

WEDNESDAY, MARCH 4, 2026

Meeting also conducted via Zoom.

Draft

1. **Work Session** (3:52 PM)

Tonja B Hanson
Canice Harte
Megan McKenna
Excused: Roger Armstrong
Christopher Robinson

Shayne Scott
Janna Young
Dave Thomas
Brandon Brady
Melissa Mendez
Brian Craven

1) ***Pledge of Allegiance*** (3:52 PM)

2) ***Interview applicants for vacancies on the Eastern Summit County Planning Commission*** (3:52 PM)

Attachment: Cover Page

Attachment: ESCPC Interview Schedule.pdf

David Darcey interviewed for the Eastern Summit County Planning Commission. (3:52 PM)

Council Vice Chair Roger Armstrong joined the meeting. (3:59 PM)

Roger Armstrong
Tonja B Hanson
Canice Harte
Megan McKenna
Excused: Christopher Robinson

Shayne Scott
Janna Young
Dave Thomas
Brandon Brady
Melissa Mendez
Brian Craven

Paul Weller interviewed for the Eastern Summit County Planning Commission. (4:10 PM)

3) **Interview applicants for vacancies on the Snyderville Basin Planning Commission** (4:26 PM)

Attachment: Cover Page

Attachment: SBPC Interview Schedule.pdf

Eric Sagerman interviewed for the Snyderville Basin Planning Commission. (4:26 PM)

Spencer Young interviewed for the Snyderville Basin Planning Commission. (4:42 PM)

Peter Van Stee interviewed for the Snyderville Basin Planning Commission. (4:56 PM)

4) **Discussion regarding the final week of the 2026 General Session of the Utah State Legislature; Janna Young** (5:06 PM)

Attachment: Cover Page

Attachment: StaffReport_2026LegSession_Final Week.pdf

Deputy Manager Janna Young presented a legislative update to Council. (5:06 PM)

Council members commented and asked questions. Deputy Young responded. (5:22 PM)

2. **Closed Session - Personnel** (5:24 PM)

Tonja B Hanson made a motion to enter closed session to discuss personnel. (5:24 PM). Megan McKenna seconded, and all voted in favor, (4-0). Absent: Christopher Robinson.

Council members Hanson, Harte, Armstrong, and McKenna, along with Manager Shayne Scott and Chief Civil Deputy Attorney Dave Thomas met in closed session to discuss personnel. (5:25 PM)

Tonja B Hanson made a motion to leave closed session and enter open session. (5:28 PM). Megan McKenna seconded, and all voted in favor, (4-0). Absent: Christopher Robinson.

Attachment: Closed Affidavit 3-4-26

Roger Armstrong made a motion to enter recess. (5:28 PM). Tonja B Hanson seconded.

Council Vice Chair Armstrong left the meeting. (5:44 PM)

Tonja B Hanson	Shayne Scott
Canice Harte	Janna Young
Megan McKenna	Dave Thomas
Excused: Roger Armstrong	Brandon Brady
Christopher Robinson	Melissa Mendez
	Brian Craven

3. **Consideration of Approval** (5:45 PM)

1) **Discussion and appointment of members to serve on the Eastern Summit County Planning Commission** (5:40 PM)

Attachment: Cover Page

Attachment: 030426 appt to ESC Planning Commission.docx

Megan McKenna made a motion to appoint David Darcey and Paul Weller to the Eastern Summit County Planning Commission with a new term set to expire on February 28, 2029. (5:45 PM). Tonja B Hanson seconded, and all voted in favor, (3-0). Absent: Roger Armstrong, Christopher Robinson.

2) ***Discussion and appointment of members to serve on the Snyderville Basin Planning Commission*** (5:45 PM)

Attachment: Cover Page

Attachment: 030426 appt to SB Planning Commission.docx

Tonja B Hanson made a motion to reappoint Eric Sagerman, Spencer Young and appoint Peter Van Stee; all 3 of those terms expire February 28, 2029. (5:46 PM). Megan McKenna seconded, and all voted in favor, (3-0). Absent: Roger Armstrong, Christopher Robinson.

3) ***Council and Manager comments*** (5:46 PM)

Council member Tonja B Hanson provided updates about her activities on behalf of the Council last week. (5:46 PM)

Council Vice Chair Armstrong joined the meeting. (5:46 PM)

Roger Armstrong	Shayne Scott
Tonja B Hanson	Janna Young
Canice Harte	Dave Thomas
Megan McKenna	Brandon Brady
Excused: Christopher Robinson	Melissa Mendez
	Brian Craven

Council member Megan McKenna asked for advice going into the Council of Governments meeting. Chief Civil Deputy Attorney Dave Thomas responded, and then Council member McKenna provided updates about her activities on behalf of the Council last week. (5:47 PM)

Council member Roger Armstrong provided updates about his activities on behalf of the Council last week. (5:53 PM)

Council Chair Canice Harte provided updates about his activities on behalf of the Council last week. (5:54 PM)

Manager Shayne Scott updated the Council about activities at the County. (5:54 PM)

Recess until 6:00 pm. (5:56 PM)

4. **Public Input** (6:00 PM)

Council Chair Harte opened the meeting for public comment. (6:00 PM)
No one appeared to comment.
Council Chair Harte closed the meeting for public comment.

5. **Public Hearing** (6:01 PM)

1) ***Public hearing and discussion of Ordinance No. 998, an Ordinance to officially vacate Coal Hollow Road, Spring Creek Road, and Lewis Canyon Road***

Located in Sections 24, 25 and 26 of Township 2 North, Range 4 East, and Sections 19, 20, 29 and 30 of Township 2 North, Range 5 East, Salt Lake Baseline and Meridian, Summit County, Utah; Brandon Brady (6:01 PM)

Attachment: Cover Page

Attachment: Lewis Peak Roads Vacation Staff Report 030426.pdf

Engineer Brandon Brady presented Ordinance No. 998 to the Council. (6:01 PM)

Council members commented and asked questions. Engineer Brady responded. (6:07 PM)

Council Chair Harte opened the public hearing. (6:09 PM)

Scott Robinson was called to speak. (6:10 PM)

Rozella Richins was called to speak. (6:15 PM)

Lance Rees was called to speak. (6:17 PM)

Tim Rees was called to speak. (6:20 PM)

Doug Moore was called to speak. (6:23 PM)

Council Chair Harte closed the public hearing. (6:26 PM)

Council members commented and asked questions. Engineer Brady and Chief Civil Deputy Attorney Dave Thomas responded. (6:27 PM)

Scott Robinson was called to speak. (6:41 PM)

Lance Rees was called to speak. (6:47 PM)

Attachment: Sign-In Sheet 3-4-26

Roger Armstrong made a motion to in accordance with the status quo of the roads in question that were discussed -Coal Hollow Road, Spring Creek Road, and Lewis Canyon Road-which are and have been vacated by the County since 1972, for the Summit County Engineer to remove their designations as Class B and/or Class D roads on Summit County Maps and anyplace else where listing them as Class B and Class D roads would have legal affect. (6:53 PM). Megan McKenna seconded, and all voted in favor, (4-0). Absent: Christopher Robinson.

6. **Adjournment (6:56 PM)**

Tonja B Hanson made a motion to adjourn. Roger Armstrong seconded, and all voted in favor, (4-0). Absent: Christopher Robinson.

Canice Harte, Chair

Eve Furse, Clerk

Meeting minutes and recordings appear at summitcountyutah.gov/meetings. When in the electronic version of the minutes, clicking on the hyperlinked times takes you to that spot in the meeting recording.



MINUTES

SUMMIT COUNTY

Joint City Council and County Council Meeting

PARK CITY HALL

445 MARSAC AVENUE, PARK CITY, UTAH, 84060

FRIDAY, MARCH 6, 2026

Canice Harte
Tonja Hanson
Megan McKenna
Roger Armstrong
Chris Robinson

Shayne Scott
Janna Young
Dave Thomas
Ryan Dickey
Tana Toly
Bill Ciraco
Ed Parigian
Diego Zegarra
Molly Miller
Jodi Emery
Heather Sneddon
Matt Lee
Margaret Plane
Luke Cartin
Michelle Kellogg
Melissa Mendez

1. **Park City Senior Center by Matt Lee, Park City Economic Development Project Manager (9:02 AM)**

Attachment: Senior Center Joint City & County Meeting

Matt Lee, Park City Economic Development Project Manager, provided an update to the joint councils regarding the Park City Senior Center. He highlighted the rapid growth of the senior population and emphasized the evolving needs for various programs. He also discussed plans for the new Park City Senior Center. (9:02 AM)

Council members commented and asked questions. Economic Development Project Manager Lee responded. (9:24 AM)

2. **Recycle Utah and Solid Waste Status Briefing by Luke Cartin, Park City Land and Environmental Sustainability Director, and Janna Young, Deputy County Manager (9:38 AM)**

Attachment: Solid Waste Update-Joint Councils Meeting-March 6 2026

Luke Cartin, Park City Land and Environmental Sustainability Director, and Janna Young, Deputy County Manager, provided an update to Council members on solid waste management and strategies to reduce organic and cardboard waste, which account for 30% of landfill content. Recycle Utah is moving to a new location. The importance of public outreach events was emphasized to educate the community about recycling practices. (9:38 AM)

Council Members commented and asked questions. Deputy Young and Director Cartin responded. (10:06 AM)

3. **Olympic Observer Program Debrief by Jodi Emery, Acting City Manager, and Shayne Scott, County Manager** (10:08 AM)

Attachment: Milano Cortina 2026 Delegation Report

Jodi Emery, Acting City Manager, and Shayne Scott, County Manager, presented an overview of the Milano Cortina 2026 Delegation report to the Councils. (10:08 PM)

Council members commented and asked questions. Manager Emery and Manager Scott responded. (10:25 AM)

4. **Wrap Up and Schedule Next Joint Meeting** (10:25 AM)

Next meeting is scheduled for June 12th, 2026, at 8:30 AM. (10:40 AM)

5. **Adjournment** (10:40 AM)

Canice Harte, Chair

Eve Furse, Clerk

Meeting minutes and recordings appear at summitcountyutah.gov/meetings. When in the electronic version of the minutes, clicking on the hyperlinked times takes you to that spot in the meeting recording.



MEMORANDUM

To: Summit County Council

From: Lisa Hoffman, Assistant General Manager

Date: March 25, 2026

Subject: Policy Revisions to District By-Laws and Personnel Policies

Action

District Staff and the Administrative Control Board recommend these proposed changes to the Summit County Council for approval and incorporation into the District's By-Laws and Personnel Policies.

Background

As part of an effort to strengthen the District's financial and internal control policies, changes to the By-Laws are recommended to include an Audit Committee. The red-lined policy can be found behind this memo. Ryan Stack and Dave Thomas have reviewed and approved these changes.

Additionally, over the past several years, Summit County has approved updates to their Personnel Policies, which prompted the District to review and incorporate applicable updates to District Personnel Policies, along with a few other changes and clean-up items. The detailed red-line changes of the Personnel Policies are included behind this memo and below you will find a summary of the significant changes. David Warnock, Helen Strachan have reviewed and approved these changes.

Summary of Personnel Policy Changes

- Sections 3,5,6
 - Minor "responsible person" changes and discussion regarding advancing Paid Time Off (PTO) for new hires.
- Section 8
 - Updates to reflect new PTO program detailed in Section 9.
 - Added an employee referral bonus program.

- Section 9
 - Changes to mirror Summit County policies and programs:
 - Change to PTO from vacation/sick leave
 - Change funeral to bereavement leave and adopt County policy
 - Added language to describe an adult designee for insurance coverage of a domestic partner
 - Changed Parental Leave to be available only after the six-month Orientation Period is completed.
 - Clarifications to FMLA.
 - Increase to housing/transportation allowance from \$250 per month to \$300 per month.
 - Added a statement about the District’s policy on an employee clothing allowance.

- Section 10
 - Made changes to more clearly define the District’s reimbursement policy around personal vehicles used for District business.

- Section 11, 12
 - Minor wording changes.

- Section 16
 - Changed “compliance officer” to “safety committee” to reflect what the District is doing now.

- Section 17
 - Removed Uniform and Equipment Allowance; clothing is now covered in Section 9 and the District no longer uses an equipment allowance.



**MOUNTAIN
REGIONAL
WATER**

SPECIAL SERVICE DISTRICT of Summit County

By-Laws

Adopted March 30, 2005

Amended _____, ~~2026~~ ~~March 29, 2023~~

Prepared By
The Administrative Staff of
Mountain Regional Water Special Service District

Mountain Regional Water Special Service District

By-Laws

TABLE OF CONTENTS

SECTION 1.0	Definitions	3
SECTION 2.0	Introduction.....	4
SECTION 3.0	Board Members.....	6
SECTION 4.0	District Administration	12

SECTION 1.0 Definitions

- 1.1 BOARD:** The Mountain Regional Water Special Service District Administrative Control Board.
- 1.2 COUNTY:** Summit County, Utah.
- 1.3 COUNTY COUNCIL:** The legislative body of Summit County.
- 1.4 DISTRICT:** The Mountain Regional Water Special Service District.
- 1.5 DISTRICT CLERK:** The General Manager of the District who shall record and safeguard all minutes of the Board and act as the secretary to the District in accordance with Summit County Code §2-9-11(B).
- 1.6 DISTRICT TREASURER:** The Chief Financial Officer of the District who shall cosign all checks and other disbursements on behalf of the District and to provide recommendations to the Board regarding the collection of revenues, disbursements of funds for expenses, and the custody of funds that comply with state law and sound accounting controls in accordance with Summit County Code §2-9-11(C).
- 1.7 GOVERNING BOARD:** The Summit County Council, otherwise referred to as the "County Council".
- 1.8 OWNERS:** The owners of property within the boundaries of the Mountain Regional Water Special Service District. (Ord. 749-A, 12-15-2010).
- 1.9 PERSONNEL DIRECTOR:** The person designated by Summit County to maintain appropriate personnel records, review personnel policy, negotiate insurance, review wage scale and job descriptions and handle general personnel problems.

DRAFT

SECTION 2.0 Introduction

2.1 TITLE

This Document shall be known as the By-Laws of Mountain Regional Water Special Service District ("District").

2.2 STATEMENT of PURPOSE

The District was organized as a regional water agency to develop a water system within its service area. Its mission is to be a pro-active and transparent public water utility, focused on quality, technology, efficiency, fiscal responsibility, the environment, and sustainability – with quality service values, and a realistic vision for the future.

The District develops and maintains positive and effective relationships with its customers, and with government and regulatory entities, in acquiring and protecting water rights, and in cooperatively developing facilities with other entities to meet the water needs of the District's service area.

The District participates in the development of public water policy, the dissemination of water-related information, the effective application of technology, and promotion of prudent water use.

2.3 ADMINISTRATIVE CONTROL BOARD

The District shall be governed by an Administrative Control Board ("Board") which shall manage and conduct the business and affairs of the District in accordance with its delegated powers from the County Council, acting as the Governing Board of the District. All powers of the District are exercised through the Board or County Council in accordance with the law.

2.4 DISTRICT GOVERNMENT VESTED IN THE BOARD AND GENERAL MANAGER

- A. District government is vested in the Board. The Board shall recommend a General Manager to County Council for appointment by the Council.
- B. The Board, composed of five (5) to seven (7) members appointed by the County Council, constitutes the policy-making body of the District.
- C. The General Manager and the subordinate managers and employees will execute the will of the Board and County Council as expressed by policy and direction.

2.5 FUNCTIONS OF THE BOARD

- A. The Board approves changes to rates, operating fees, impact fees and passes resolutions. All proposed increases to rates and fees, including impact fees, shall be presented to the County Council prior to adoption. The Board recommends changes to policies, budgets, capital facility plan and assessments to the County Council for approval, and performs such other duties and responsibilities as are required of it or otherwise allowed by law.
- B. The Board establishes policy through broad general policy directives and general task assignments of a goal-oriented nature.
- C. The Board reviews the General Manager's performance and determines his/her compensation annually.

- D. In every case, the will of the Board shall be expressed by a majority vote of a quorum of the Board. No statement or act of any individual member of the Board shall be viewed as the will of the Board.
- E. The Board will review this document periodically to ensure that it is pertinent and current.

2.6 LIMITATIONS OF ACTIONS AND AUTHORITY OF THE BOARD

- A. Individual Board members shall not give orders to any staff member or the General Manager, either publicly or privately, but may make suggestions and recommendations to the General Manager.
- B. Nothing in this section shall prevent a majority of a quorum of the Board from appointing committees of its own members to conduct investigations into the conduct of any employee, or department of the District, or any matter relating to the welfare of the District, and delegating to these committees such powers of inquiry as the Board may deem necessary.

DRAFT

SECTION 3.0 Board Members

3.1 QUALIFICATIONS FOR APPOINTED BOARD MEMBERS

- A. The Board will be comprised of persons who must be electors of the district, as that term is defined in state law.
- B. Oath of Office. Before entering upon the duties of office, each Board member shall take and subscribe to the following oath or affirmation: "I do solemnly swear (or affirm) that I will support, obey and defend the Constitution of the United States and the Constitution of this State, and that I will discharge the duties of my office with fidelity."

3.2 NUMBER AND APPOINTMENT

- A. Authorized Number. The Board shall consist of five (5) to seven (7) persons. This number may change as authorized by the County Council.
- B. Actual Number. The actual number of Board members and the representation and vote of each shall be established by the County Council.
- C. Appointments. Each Board member shall be appointed by the County Council from qualified electors of the District, as defined in state law.

3.3 TERM OF OFFICE

- A. The term of each member of the Board shall begin at noon on the first day of January following the member's appointment.
- B. The term of each member of the Board shall be four years, with the first Board members serving staggered terms of two and four years.
- C. Each Board member shall serve until a successor is duly appointed and qualified, unless the member is removed from office or resigns or otherwise leaves office.
- D. Each Board member may serve a maximum of three (3) terms, unless additional terms are approved by the County Council.

3.4 VACANCIES ON BOARD

- A. Events Creating Vacancies. A vacancy in a Board member's term of office shall be deemed to exist in the case of death, resignation, disqualification of the Board member, removal of the Board member with or without cause by a majority vote of the County Council, or if a Board member has been declared of unsound mind by order of a court, or if a Board member has been convicted of a felony.
- B. Notice. Whenever a vacancy occurs on the Board, a replacement to serve out the unexpired term shall be appointed by the County Council. Upon vacancy, and at least 90 days before expiration of a Board member's term, the District Clerk shall give written notice to the County Council.

3.5 FIDELITY BONDS FOR BOARD MEMBERS

Each member of the Board shall give a corporate surety bond, at the expense of the District, in the amount and with sureties prescribed by state law, conditioned upon the faithful performance of his/her respective duties.

3.6 BOARD STRUCTURE

The Board shall consist of a Chair of the Board, and a Vice Chair of the Board. The General Manager shall be the District Clerk, and the Chief Financial Officer shall be the District Treasurer. The Board may establish other offices from time to time.

3.7 QUALIFICATIONS; ELECTION AND TERM OF OFFICE

- A. Election. At the Annual Meeting held each March, the Board shall elect members as Chair of the Board, Vice Chair of the Board, Audit/Finance Committee Chair, Conservation Committee Chair, and a two-member Personnel Committee.
- B. Term. The officers shall serve until the next Annual Meeting.

3.8 NOMINATIONS OF OFFICERS

Nominations from the floor shall be made at the Annual Meeting.

3.9 RESIGNATION

Any officer may resign at any time by giving verbal or written notice to the Board or to the District Clerk. Any resignation shall take effect upon receipt of such notice or at any later time specified therein. Unless otherwise specified in the notice, acceptance of the resignation shall not be necessary to make it effective.

3.10 REMOVAL

Any officer elected by the Board may be removed from that office (but not from the Board) by a majority vote of the Board whenever in its judgment the best interests of the District would be served.

3.11 VACANCIES IN OFFICES

A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the County Council for the unexpired portion of the officer's term.

3.12 DUTIES OF CHAIR OF THE BOARD

The Chair of the Board shall:

- A. Preside at all meetings of the Board. The Board shall meet at least quarterly, but may meet more often as the Board deems necessary.
- B. The Chair of the Board shall have the power and authority to convene meetings in accordance with the Utah open and public meetings act and conduct such business as is necessary to fulfill the duties of the Board. (Ord. 749-A, 12-15-2010)
- C. The Chair of the Board may execute on behalf of the District:
 - 1. Board resolutions.

2. All agreements which sell, lease, encumber, alienate or otherwise dispose of water works, water systems, and sources of water supply for any beneficial use within or without the District in accordance with its delegated powers.
 3. Agreements with the United States, State of Utah, or any other governmental entity, department or political subdivision in accordance with its delegated powers, unless delegated in writing to the General Manager by the Chair or otherwise allowed by law.
 4. Agreements specifically authorized and directed by the County Council.
 5. Real estate leases, and all deeds and conveyance documents in which the District is a grantor of any interest.
 6. All other contracts and agreements specifically required by applicable law which are in accordance with its delegated powers.
- D. Attend and, if appropriate, preside at ceremonial activities (including, but not limited to, ribbon-cuttings, open houses, receptions) in which ceremonial representation is needed or sought.
 - E. Be a spokesperson for the Board, unless the Board directs otherwise. When the Chair acts as spokesperson for the District, he/she should speak for the majority of the Board. When the Chair is speaking for himself or in his/her capacity as an individual member of the Board, he/she should clearly identify that limited capacity.
 - F. Represent the will of the Board.

3.13 DUTIES OF THE VICE CHAIR OF THE BOARD

- A. The Vice Chair shall act only in cases of the inability or refusal to act or in the absence of the Chair and shall assume those powers and duties granted the Chair. The determination as to the inability or refusal to act shall be made by a vote of the Board.
- B. The Chair may request any member of the Board to represent the District outside of the Board meetings. When no designee is appointed by the Chair, the Vice Chair shall represent the District.
- C. If no member of the Board is able to represent the Chair (other than in official Board meetings) the General Manager or his/her designated staff member shall do so.

3.14 SUCCESSION OF AUTHORITY

In the event that the offices of Chair and Vice Chair are vacant or the individuals occupying these offices are absent or otherwise unavailable, the senior member of the Board, in terms of length of continuous service on the Board, shall serve as Acting Chair of the Board, with all the power and authority of the Chair.

3.15 DUTIES OF THE CLERK

- A. The General Manager shall be the District Clerk.
- B. The Clerk shall be custodian of the records of the District and of its seal; shall cause minutes of all meetings of the Board to be kept; shall assist the Board in such particulars as it may direct in the performance of its duties; and shall perform those duties authorized by the District's Bylaws.

- C. The Clerk shall attest, under the seal of the District, all certified copies of the official records and files of the District.
- D. The General Manager may appoint an Assistant Clerk to function in the absence of the Clerk with all the power and authority of the Clerk.
- E. The Clerk shall countersign all disbursement checks and approve all payroll payments.

3.16 DUTIES OF THE TREASURER

- A. The Chief Financial Officer shall be the District Treasurer.
- B. The Treasurer shall be custodian of all money, bonds, or other securities of the District.
- C. The Treasurer shall determine the cash requirements of the District and provide for the deposit and investment of all money.
- D. The Treasurer shall receive all public funds and money payable to the District within three business days after collection, including all taxes, licenses, fines, and intergovernmental revenue, and keep an accurate, detailed account of those funds and money as required by law and as directed by the Board.
- E. The Treasurer shall collect all special taxes and assessments as provided by law and ordinance.
- F. The Treasurer shall give or cause to be given to every person paying money to the District Treasury a receipt or other evidence of payment, specifying, as appropriate, the date of payment and upon which account paid, and shall file the duplicate of the receipt.
- G. The Treasurer shall sign all checks. Prior to affixing the signature, the Treasurer shall determine that a sufficient amount is on deposit in the appropriate bank account of the District to honor the check.
- H. The Treasurer shall promptly deposit all District funds in the appropriate bank accounts of the District. District funds shall not be commingled with funds of another person or entity.
- I. The Treasurer shall be responsible for monitoring expenditures during the fiscal year.
- J. If the Treasurer, or any other employee or officer of the District, is using District funds for personal profit or for any purpose not authorized by law, that person shall be subject to dismissal.
- K. The General Manager may appoint an Assistant Treasurer to function in the absence of the Treasurer with all the power and authority of the Treasurer.

3.17 BONDS

The Treasurer shall furnish corporate surety bonds, at the expense of the District, in amount and form required by state law.

3.18 POWER VESTED IN THE BOARD

The Board shall exercise and control or authorize the exercise and control of all the business and affairs of the District, subject to the limitations of the then current Governing Ordinance for the District outlining its duties and responsibilities, this document, the State Constitution, and other laws of the State and the County.

3.19 FORMATION OF COMMITTEES

The Board may form committees composed of its own members for such purposes as it deems appropriate.

3.20 COMMITTEES OF THE BOARD

- A. Appointment of Committees. The Board may, by resolution, establish one or more committees to serve at the pleasure of the Board. The Board may assign the committees such tasks as the Board may determine and delegate to any committee any of the powers and authority of the Board to transact any of the business and affairs of the Board.
- B. Appointment of Committee Members. The Chair of the Board shall appoint the members of the various committees and shall designate the chair of each committee, subject to approval by the Board. Members of committees shall be members of the Board.
- C. Meetings of Committees. Meetings of committees shall be held at such time and place as a majority of the members of the individual committees shall determine. Notice of committee meetings shall be given to all Board members in a timely fashion and the meetings shall be noticed as required by law. The committee chair or his/her designated replacement shall conduct all meetings of the committee.
- D. Committee Reports. Committee reports shall be made to the Board when appropriate.

3.21 STANDING COMMITTEES

- A. Finance Committee. The Finance Committee shall be a standing committee comprised of the entire membership of the Board. The Finance Committee Chair shall: (a) preside at meetings of the Finance Committee; (b) review the District's budget with the General Manager; ~~and (c) review the District's annual audit with the General Manager.~~ The powers of the Finance Committee shall include: (a) review of the District's budget preparation; (b) review of the annual audit; and (c) other duties assigned by the Board.
- B. Conservation Committee. The Conservation Committee shall be a standing committee comprised of the entire membership of the Board. The powers of the Conservation Committee shall include: (a) review of the District's conservation activities; and (b) other duties assigned by the Board. The Conservation Committee Chair shall (a) preside at meetings of the Conservation Committee; and (b) review the District's conservation activities with the General Manager.
- C. Personnel Committee. The Personnel Committee shall be comprised of up to three (3) members of the Board and the Personnel Director. The number of Board members appointed shall be dictated by the number of Board members and shall not constitute a quorum of the Board. The Personnel Committee shall have an advisory role to review policies and procedures, job descriptions, grievances and other items of personnel nature.
- D. Audit Committee. The Audit Committee shall be comprised of two (2) members of the Board. The Audit Committee shall advise the board and make recommendations on the appointment, compensation, and retention of any independent accountants. The Audit Committee shall also have the following powers: to (a) provide independent review and oversight of the District's financial reporting process and internal controls; (b) review the District's annual audit with the General Manager; and (c) annually report to the entire membership of the Board of its activities and recommendations, if any.

3.22 COMPENSATION

- A. Board members may receive annual compensation within the limits established by law, for service on the Board (Utah Code 17B-1-307).
 - 1. Board members may receive compensation of \$300 per month for all official meetings, activities, and work sessions attended in the Board member's official capacity, attended in person or via electronic communication.
 - 2. The Board Chair may receive an additional \$50 per month.
 - 3. Total compensation may not exceed \$5,000 in any calendar year.
 - 4. Compensation will be paid on a quarterly basis, generally by the 10th day of the month following the close of the quarter (March 30, June 30, September 30, December 31). All Board payments will occur through accounts payable.
- B. In addition to any other compensation a member receives, each member of the Board shall be reimbursed by the District for all actual and necessary expenses incurred in performing the member's official duties consistent with Utah Administrative Code Rule R25-7.

3.23 TRAINING

- A. Each member of the Board should, within one year after taking office, complete the training described in UCA, Section 17B-1-312 as amended.
- B. The District shall compensate each member of the Board up to \$100 per day for each day of training described in Section 3.23.A that the member completes. The per diem amount is in addition to all other amounts of compensation and expense reimbursement authorized by law or by the District's Administrative Policies. This training compensation shall be included as part of the board member's total compensation for purposes of Section 3.22.A.3.
- C. The District shall not pay compensation under Section 3.23.B to any member of the Board more than once per year.

SECTION 4.0 District Administration

4.1 STRUCTURE OF DISTRICT ADMINISTRATION

- A. The District administration consists of the General Manager and subordinate department managers.
- B. Each department manager shall have such authority as is necessary to enable him/her to carry out duties and responsibilities assigned to him/her by this document or by direction of the General Manager. The designation of a duty or responsibility shall constitute such authority as is necessary to affect the duty or responsibility so imposed.
- C. The General Manager may direct any department to furnish another department with service, labor, and/or materials.

4.2 FIDELITY BONDS

All appointed department managers as hereinafter designated below shall, before assuming the duties of office, be bonded with corporate sureties for the faithful performance of the duties of their offices and the payment of all monies received by such officers. A blanket bond or separate bonds may be obtained. The bond premiums shall be paid by the District, and be in the minimum amount as determined by rule of the State Money Management Council, Rule 4 for public treasurers.

4.3 GENERAL MANAGER POSITION

Pursuant to Summit County Code §2-9-11(A), the position of General Manager was created.

4.4 ADMINISTRATIVE POWERS VESTED IN GENERAL MANAGER

Consistent with Summit County Code §2-9-11(A), the General Manager shall be the chief executive officer of the District. The administrative powers of the District are vested in and exercised by the General Manager and his/her employees in accordance with the delegated powers from the County Council.

4.5 APPOINTMENT OF GENERAL MANAGER

The Board, by a majority vote of its full membership, shall recommend to the County Council a General Manager for appointment by the County Council. The General Manager shall be appointed solely on the basis of his/her ability, integrity and prior experience relating to the duties of the office, including but not limited to, abilities of public administration and leadership; and shall possess managerial capabilities as in the opinion of the Board and County Council befit him/her to provide professional direction to the District. The County Council shall maintain the authority to hire and discharge the General Manager. The General Manager shall:

- A. Faithfully execute and enforce all applicable laws, rules and regulations, and see that all franchises, leases, permits, contracts, licenses and privileges granted by the District are observed.
- B. Carry out the policies and programs established by the Board and County Council.
- C. Appoint a qualified person as Chief Engineer and a qualified person as Chief Financial Officer. Recommend the creation of any other department managers or Assistant General Managers as may be deemed necessary for the good government of the District; and regulate and prescribe the powers and duties of all managers of the District except as provided by law.

- D. Examine and inspect the books, records, and official papers of any office, department, agency, board of the District, and make investigations and require reports from personnel.
- E. Appoint, subject to the provisions of this document and the Governing Ordinance, all other employees.
- F. Suspend or remove all department managers with approval of the Board and according to established laws and the District's Personnel Policies.
- G. Suspend or remove all other employees with approval of the Board and according to established laws and the District's Personnel Policies.
- H. Establish standards, qualifications, criteria and procedures to govern the appointments by department managers of all employees within their respective departments, subject to any applicable provisions of the Personnel Policies, the Governing Ordinance, and these Bylaws.
- I. Submit plans and programs relating to the development and needs of the District, and annual or special reports concerning the financial, administrative and operational activities of the District, to the Board.
- J. Attend all applicable meetings of the County Council and Board and take part in its discussions and deliberations.
- K. Recommend to the Board for adoption such measures as he/she deems necessary or expedient.
- L. Act as the District Clerk.
- M. Direct the Chief Financial Officer to prepare a financial estimate of the annual budget and advise the Board of the financial condition and needs of the District.
- N. Notify the Board of any emergency existing in any department.
- O. Coordinate all District departments.
- P. Schedule and cause notice to be published of public hearings before the Board as required by law, including, but not limited to:
 - 1. Tax rate hearings.
 - 1. Adoption of or amendment to District budgets.
 - 2. Rates, fees and assessments.
- Q. Execute such contracts as are necessary for the good order and functioning of the District, provided the expenditures pursuant to such contracts are within approved budgets, as adopted by the Board, and subject to the limits established in the District Procurement Policy.
- R. Implement and administer a plan, as approved by the Board and County Council, for the compensation of District employees.
- S. Approve expenditures made for official District business, provided such expenditures are within the approved budgets, and subject to the parameters of the current Governing Ordinance of the District.

- T. As District Clerk, countersign all District checks and approve all payroll expenses.
- U. Discharge any other duties specified by statute or designated by the Board or County Council.
- V. Develop, implement, and administer Personnel Policies as recommended by the Board and approved by the County Council.
- W. Execute contracts for easements, rights-of-way and/or well protection zones, provided any expenditure pursuant to such contracts do not exceed approved budgets for that specific purpose, and/or limits established in the District Procurement Policy, and that the District is a grantee of the interest(s) conveyed.

4.7 SUPPLEMENTAL POWERS AND DUTIES

In addition to the powers and duties enumerated in Section 4.6, the General Manager may:

- A. Designate himself or some other employee to perform the duties of any department or position under his/her control which is vacant or which lacks administration due to the absence or disability of the incumbent.
- B. Assign any employee of the District to any department requiring services appropriate to the personnel system classification of the employees so assigned.
- C. Investigate, examine or inquire into the affairs or operation of any department and when so authorized by the Board, he/she shall have power to employ consultants to aid in such investigations, examinations or inquiries.
- D. Examine all proposed contracts to which the District may be party.
- E. Authorize any employee to exercise any power or duty granted the General Manager.
- F. Execute contracts between the District and another governmental entity, subject to limitations of the District Procurement Policy, in which the parties have standardized the terms and conditions.

4.8 WORKING TIME

The General Manager shall devote his/her full attention to the performance of these duties and shall not engage in other outside employment without the consent of the Board and County Council.

4.9 REMOVAL OF GENERAL MANAGER

The General Manager serves at the pleasure of the Board and County Council. The Board may, at its pleasure, by majority vote, recommend to the County Council the removal of the General Manager. The General Manager is subject to terms of the Mountain Regional Water General Manager Employment Contract.

4.10 SELECTION OF LEGAL COUNSEL

The county attorney shall serve as the primary legal counsel to the district. Outside legal counsel may be retained with the approval of the county attorney. In accordance with UCA §17D-1-103(3), the District shall reimburse the county a reasonable amount for the use of the county attorney's services.

4.11 DUTIES OF LEGAL COUNSEL

Advise the District as requested and perform such other duties as assigned by the General Manager, Board or County Council.

4.12 APPOINTMENT OF CHIEF ENGINEER

The General Manager shall designate and appoint a qualified engineer to be the Chief Engineer.

4.13 DUTIES OF CHIEF ENGINEER

Act as the Chief Engineer and perform engineering work and project management work and such other duties as assigned by the General Manager.

4.14 APPOINTMENT OF CHIEF FINANCIAL OFFICER

The General Manager shall appoint a qualified person to be the Chief Financial Officer.

4.15 DUTIES OF CHIEF FINANCIAL OFFICER

- A. Act as the controller of the District and perform such other duties as assigned by the General Manager.
- B. The Chief Financial Officer shall act as the District Treasurer.

4.16 POWERS AND DUTIES OF ASSISTANT GENERAL MANAGER(S)

- A. An Assistant General Manager shall serve in the absence or incapacity of the General Manager, and shall assume those powers and duties granted the General Manager.
- B. In the event more than one Assistant General Manager is appointed, the Assistant General Manager with the greatest seniority in that position shall serve first.

SECTION 3 - ADMINISTRATION

A. **Administration of Policies**

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

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

B. **Personnel Committee**

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

1. **General Organization:** The PC shall be comprised of the Personnel Director and up to three (3) members of the Board appointed by the Chair of the Board. The number of Board members appointed shall be dictated by the number of Board members and shall not constitute a quorum of the Board.
2. **Chairperson:** The Personnel Director shall be the chair, but shall be a non-voting member of the PC.

3. **Authority:** The PC shall have an advisory role only, unless otherwise allowed or delegated by the Board or these policies. Personnel policy proposals or recommendations shall be submitted to the Board who shall then make a formal recommendation to the District Governing Body.

C. Management Prerogative

The General Manager and department managers retain the responsibility to exercise all managerial functions including:

1. To assign, supervise, discipline and dismiss employees;
2. To determine and change starting times, ending times, and shifts which are consistent with District policy;
3. To transfer employees within other departments within the District and other classifications;
4. To recommend the size and qualifications of the work force to the General Manager and/or Board;
5. To determine and change methods by which departmental operations are to be carried out;
6. To assign duties to employees in accordance with the District's needs and requirements and to carry out all ordinary administrative and management functions.

D. Employee Supervision

It is the policy of the District that the work of all employees is to be assigned, directed and reviewed by Supervisors. Employees ordinarily are to have only one Supervisor to whom they report.

1. A primary role of each supervisor is to provide an effective link between management and non-management employees. As such, supervisors are expected to communicate the goals and policies of management to their employees. At the same time, they are expected to communicate back to management the attitudes, suggestions and complaints of their employees.
2. Supervisors must, in addition to mastering the technical skills needed for their work unit, be able to lead and motivate their employees to do their jobs effectively and efficiently. To this end, supervisors should be prepared to:
 - a. Treat employees as individuals;

- b. Give recognition for good performance, as well as guidance for correcting mistakes;
 - c. Explain in advance when and why changes are necessary;
 - d. Recommend employees with growth potential for promotion, even if it means losing them to other departments;
 - e. Show integrity by admitting mistakes instead of shifting the blame to others;
 - f. Be impartial and let employees know the reasons for any decisions that might be interpreted as unfair;
 - g. Demonstrate a desire for good performance by setting work goals and standards for employees;
 - h. Perform and complete employee performance evaluations in accordance with District guidelines. Evaluations shall be conducted during the month of December each year;
 - i. Create a feeling of teamwork and belonging among employees; and
 - j. Set good examples by holding themselves to the standards of conduct and performance that they demand of their employees.
3. Supervisors are responsible to ensure that the goals regarding employee conduct and performance established by management are achieved and that the personnel policies established by this manual are implemented. Therefore, they are expected to be involved in:
- a. Recommending the hiring of personnel and overseeing special job training;
 - b. Keeping employees informed on factors relating to their work assignments, work progress and opportunities for advancement;
 - c. Evaluating the performance of new employees on an ongoing basis as required, regular employees annually, and employees who are being terminated;

- d. Recommending salary adjustments, promotions, transfers, and termination of employees under existing District policies;
- e. Scheduling vacations, lunch and rest breaks;
- f. Approving reimbursement of employee expenses;
- g. Controlling absenteeism and tardiness and approving requests for time off;
- h. Verifying employee time records and approving overtime when necessary;
- i. Recommending job elimination when appropriate;
- j. Complying with applicable federal and state laws and regulations concerning employee safety;
- k. Maintaining neat and orderly work areas;
- l. Implementing all policies and procedures; and
- m. Ensuring that all rules and regulations are observed by employees.

4. Nothing in this policy should be considered as a contract or promise, express or implied, to employees that supervisors will in each case perform any or all of the activities described above, or that such activities will be performed uniformly in each case.

E. Official Personnel Records

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

keeping for all personnel information and will specify what information should be collected and how it should be stored and secured. According to law, all medical files shall be maintained separate from other personnel records.

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

manager, ~~General Accounting~~ Manager, Personnel Director or employee.

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

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

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

F. "At-will" Confirmation

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

G. Savings Clause

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

SECTION 5 - HIRING FOR NEW AND VACANT POSITIONS

A. Recruiting:

Selecting and advancing employees in the District personnel system shall be on the basis of their ability, knowledge and skill levels related to the vacant position. The General Manager may execute, with the approval of the Board, written employment agreements for certain services.

B. Disqualification:

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

C. Testing:

Applicants may be subjected to competitive testing which may include, but is not limited to: determination of bondability, rating of education and experience, written, oral, or physical agility tests, psychological testing, essential function demonstrations, and/or background investigations, proof of academic attainment, etc. Applicants for positions which require the worker to operate District vehicles or equipment on public roadways must provide a copy of a State Department of Motor Vehicle driving record. The driving record will be used to assist in the ranking of applicants who meet the minimum qualifications.

D. Physical Examination/Drug Testing:

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

1. A physical examination may be required before an applicant is appointed to any District position. The results of the exam will be presented to the General Manager, in writing. A disabled applicant may be required to submit to a physical exam only subsequent to a job offer being made and only if all others being hired are required to do the same.
2. The District may require a medical examination at any time during the employee's work tenure, if deemed necessary to assure the safety and health of the employee, co-workers and the public. The District will pay the cost of any required medical examination.

3. Final candidates for any position shall be required to undergo chemical screen testing to determine the presence of chemical substances in the body. Subject to the ADA, any applicant who tests positive, tampers with or adulterates their sample may be disciplined according to these policies and procedures and state law (*see* Drug Free Work Place policy, Utah Code §34-38-8, District Policies and Procedures, Section 12, paragraph H, subparagraph 6).

E. Employment Eligibility Verification:

In conformance with the "Immigration Reform and Control Act of 1986" (P.L. 99-603) and in order to avoid monetary penalties for the hiring of undocumented workers, the General 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.

1. The ~~Assistant General Manager~~~~accounting Manager~~ shall complete or have completed Immigration and Naturalization Service Form I-9 prior to or on a hired employee's first day of work and verify work eligibility through examining such documents as a United States Passport, birth certificate, social security card, driver's license or an alien identification document.
2. Employees must also attest in writing that they are authorized to work in the United States. Forms and all written verifications shall be kept along with other personnel records and shall be kept in accordance with the Utah State Records Management Act. These documents shall be made available to the Immigration and Naturalization Service or the Department of Labor as requested.

F. Hiring Procedures:

1. When a position opens or a need arises to create a new position or fill a vacancy, the General Manager shall notify, in writing, the Personnel Director and Board of recruitment needs. Notification shall be accompanied by the position title and a description of the duties, responsibilities and required knowledge and skills. Minimum qualifications for education and experience shall be outlined for recruited positions. Authorization to hire individuals must be in accordance with Section 4, paragraph A of the District Personnel Policy and Procedures Manual.
2. Advertisements will be placed only by the General Manager or their designee. Upon being given approval to recruit and receiving signed documentation from the Personnel Director and Board authorizing the creation of a position, the General Manager shall prepare, advertise and post the opening where all District full and part-time employees will be made aware of the opportunity. First consideration in filling the vacancy will

be given to District employees who qualify. Full and part time employees interested in the position must apply for a transfer with the General Manager within seven calendar days of the posting date. All in house recruitment shall be posted in the District offices and designated locations. If the same position is being recruited for multiple times within the span of one year of the first in house advertisement, the in-house posting requirement is waived.

3. Following the in house posting, if the position is not filled by promotion or transfer, the community and labor market shall become the object of an appropriate recruitment effort. All applications will be received by the General Manager or designee. Outside applications will be accepted for a minimum of seven calendar days. If necessary, outside recruitment may be extended as needed to attract sufficient qualified applicants.
4. Upon closing the community and labor market recruitment the General Manager shall review all applications to determine those that meet the minimum qualifications. Those applicants who meet minimums shall then be ranked by using a formal system for rating applicant training, education and experience, etc. The rated list then constitutes the certified list of eligible applicants and a hiring register for the recruited position and functionally similar positions within the District. The certified eligible list for the advertised position shall remain active for six months.
5. The Supervisor, General Manager or their designee(s) will conduct the applicant interviews from the certified list of eligible applicants. Upon ranking the interviewed applicants, the finalists for the position will be determined and the scores will be submitted to the General Manager, The finalists for the position shall be selected from the scores submitted to the General Manager.

Upon the selection of the individual to be hired the General Manager shall submit the name of their choice and proposed salary in writing to the Personnel Director for the development of a formal employment offer and processing. No offer is final until approved by the Personnel Director.
6. Before extending a conditional offer of employment to the finalist, the General Manager will secure the following:
 - a. Signed documentation by the Board if a new employee is hired or a current employee is promoted to an amount higher than the starting wage for that position.
 - b. Necessary background check information and required medical information.

- c. All notes, scores, or other documentation created and or received during the interview process.
- d. The results of any physical/medical/psychological examinations.
- e. The results of any job related skills or agility tests.
- f. Time and location for the finalist's pre-employment drug screening test.

G. Employee Induction:

After the new employee is hired, they shall promptly receive a general orientation concerning benefits, compensation practices, personnel policies and procedures and various employment expectations from the General Manager or their designee and their immediate supervisor. Job specific orientation shall be conducted by the General Manager or their designee. All new employees must sign a document stating they have read and understand the District's Personnel Policies and Procedures.

H. Orientation Period:

All appointments to positions within the District, whether new hires, rehire, reinstated (affected by reduction-in-force or leave without pay) transfer, or promotional, require an orientation period during which both the District and the employee can determine compatibility and competence.

1. This period is regarded as a testing period designed to acquaint the new employee with the position and allow the employee, Supervisor and General Manager, to measure fairly the employee's ability to perform the job. An employee who is either serving a new hire or promoted/transferred orientation period is not eligible for promotion, transfer or reassignment.
 - a. New Hire Orientation: During the orientation period, the Supervisor shall conduct performance reviews on an ongoing basis as may be required to coach the employee in the job duties, apprise the employee of their suitability for the position and determine the employment action to be recommended to the General Manager. (*see* Section 6, para F, Conditional Employees)
 - i) The orientation period for all District employees shall be six (6) months in duration with the period extendable up to an additional six (6) months for good cause, but with the condition that the orientation period employee may appeal any undue prolongation of the period designed to thwart merit principles. The employment relationship may be terminated at any time during the new hire orientation

period, with or without notice, and with or without cause, by either the employee or the District.

ii) During the new hire orientation period, all benefits accrue. ~~In the case of vacation benefits, they accrue but cannot be used until the completion of the orientation period, without approval of the General Manager.~~

iii) New or rehired (after 1 year of termination date) employees, during the orientation period, will be advanced 78, 91, or 104 PTO hours (dependent on District years of service calculation) for use during the orientation period. Use of any advanced PTO hours must be reviewed and used only with the express written permission of the employee's supervisor and General Manager.

(a) If an employee uses any advanced PTO hours but has not yet accrued them (according to the accrual schedule outlined in Section 9) and separates from District employment, the employee will be responsible for repaying the unaccrued balance back to the District.

iii) At the close of the orientation period the Supervisor shall submit the new employee's written evaluations and may recommend up to a 6% increase for the new employee.

b. Career Ladder Adjustment: Employees participating in a Career Ladder Adjustment will not participate in an orientation period.

c. Promoted or Transferred Employee Orientation: Promoted or transferred employees who fail to demonstrate competence and/or compatibility with the new assignment within the six-month orientation period may be reassigned to the same or equivalent position with the equivalent pay and tangible benefits previously held if one is available. Reassigned employees shall have all rights of appeal and due process as defined by policy and procedures. There shall be no orientation period increase at the completion of a promoted or transferred employee orientation period.

SECTION 6 - EMPLOYMENT STATUS

A. Applicability:

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

B. Merit Exempt Positions:

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

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

C. Temporary Employees:

The General Manager may make temporary appointments to carry out necessary District responsibilities as the budget will permit. The District shall create a pool of eligible temporary employees. When the General Manager~~Director~~ needs to utilize the services of a temporary employee, they shall select an individual from the temporary employee pool. Department managers may request individuals of their choice be added to the temporary employee pool.

Temporary employees shall be designated as either short-term full time temporary employees or short-term part time temporary employees.

1. Short-term full time temporary employees, those working in excess of 130 hours per month for three consecutive months shall be eligible for health care only.
2. Short-term part time temporary employees, those working less than 130 hours per month for three consecutive months shall not be eligible for health care or any other benefits.
3. All temporary employees shall be provided the mandatory benefits as prescribed by law, i.e. social security, workers compensation and unemployment.
4. Short-term full time temporary employee appointments should not exceed a period of 3 months, or 480 hours. Temporary employees should not work more than 3 months or 480 hours in succession without a 90-day rest period (no employment activity with any department of the District~~County~~) before additional work hours are permitted.
5. Short-term part time temporary employee appointments should not exceed a period of 6 months, or 750 hours. Temporary employees should not work more than 6 months or 750 hours in succession without a 90 day rest period (no employment activity with any department of the District~~County~~) before additional work hours are permitted.
6. In extenuating circumstances a department manager~~head~~ may petition the General Manager~~Personnel Director~~ to extend a short-term full time temporary employee's term of service. Upon review the General Manager~~Personnel Director~~ may approve or deny the department manager~~head~~'s request. The temporary employee, on approval, will have additional time allotted to their term of service. The additional time shall not exceed an additional three months or 480 hours for a total of 6 months or 960 hours.
7. Temporary employment does not count as credit toward the completion of

an orientation period.

D. Full-time Employees:

An employee who has satisfactorily met the requirements for employment, is generally working forty (40) hours per week (is expected to work 2080 hours per year), and successfully completed the appropriate orientation period is considered a full-time employee. Full-time employees are eligible for all the benefits programs and rights and privileges described in District policies and procedures.

E. Part-time Employees:

Employees expected and scheduled to work less than a yearly average of forty (40) hours per week in any one position shall be considered part-time.

1. Merit Status: Consistent with the provisions of Utah Code Ann. §17-33-8(1)(b)(ix), and paragraph B above, part time employees hired after January 1, 2015 shall be considered Merit Exempt.
2. FLSA Exempt: Part-time employees who are considered exempt under the federal Fair Labor Standards Act ("FLSA") and under paragraph G below shall be compensated at a fixed rate, based upon the expected hours of work per week for the part time position they hold. All other part time employees shall be compensated at an hourly rate in accordance with federal law.
3. Benefits: Part-time employees hired prior to January 1, 2017 who work less than forty (40) hours per week but more than twenty (20) hours per week, may participate in some benefits offered to full-time employees on a pro-rata basis (*see* Section 9 of these Policies). Part-time employees hired after January 1, 2017 working less than forty (40) hours per week and Part-time employees hired prior to January 1, 2017 but who work a yearly average of less than twenty (20) hours per week shall qualify for the following benefits only:
 - a. Mandatory benefits shall be provided as prescribed by law, i.e. social security, workers compensation, retirement and unemployment.

F. Conditional Employees

All newly hired and promoted employees shall be considered conditional employees and are required to serve an orientation period. The orientation period shall be six months for all employees. Conditional employees who are new hires may be terminated with or without cause.

Conditional employees who are promoted or transferred and are unable to

satisfactorily perform the requirements of the new position, during the orientation period, may be reassigned to their former position, if available, reassigned to a like position of similar pay grade, or reassigned to a position of lesser pay grade. If a promoted or transferred conditional employee violates District policy and procedures, they may be terminated but shall have all rights of appeal and due processes as defined by these Policies and Procedures (*see* Section 14).

This period is designed to acquaint the new employee with their position and allow the supervisor to assess the employee's performance (*see* Orientation Period, Section 5, Paragraph H).

G. FLSA Exempt:

There are two types of employment classes in the District relative to FLSA minimum wage and maximum hour requirements, exempt and non-exempt.

1. Exempt employees are those in an executive, administrative or professional position and certain merit exempt employees. These employees will normally be classified in category 1 and 2 according to the EE04 definitions. These codes generally include: officials, administrators; and professionals.
2. Non-exempt employees are generally included in all other EE04 categories. Category 3 includes technicians, category 4 protective service workers, category 5 office and clerical, category 6 craft workers, category 7 operators (semi-skilled), laborers (unskilled), category 8 service workers.
 - a. Part-time employees will not be paid for overtime unless the total number of hours worked in a standard work week exceeds forty (40).
 - b. Full-time, temporary and seasonal employees shall be paid overtime if they are non-exempt and hours actually worked exceed forty (40).
 - c. Holidays, vacation, sick leave and other paid leave such as jury duty, military leave and funeral leave shall not be counted as time worked for purposes of overtime.
 - d. Volunteers and Board Members are exempt from FLSA minimum wage and overtime requirements and will not be considered an employee of the District. They may receive a nominal stipend or reimbursement for expenses.

H. Seasonal:

Due to the seasonal nature of the work demands placed upon some District

departments, the General Manager may designate certain positions as seasonal hire. Seasonal employees are hired for a specific portion of the year, not to exceed 780 hours, to meet the increased demands during that period. Upon the conclusion of the high demand period, employees shall be terminated, or furloughed until they are recalled to meet the needs of a new "high need period". A furlough does not create a vacancy or reduce the number of approved positions. Such employees are not merit employees as described above. All seasonal appointments must be determined through a competitive recruitment process.

Health care may be offered if the seasonal employee works beyond 26 weeks and 780 hours. In determining eligibility for health care the District shall use the look back period.

DRAFT

SECTION 8 - COMPENSATION

A. **Equability**

Compensation for District employees shall be equitable and competitive with the market place. The assignment of employees to positions and pay rates shall be consistent with the formal classification plan.

B. **General Wage/Salary Adjustments:**

It is the intent of the District to consider prevailing practices related to cost of living and market trends in establishing wages and salaries. The General Manager shall consider annually, during the budgeting process, the amount of cost of living money available. All cost of living increases and salary adjustments are subject to the sole discretion (and the availability of budgeted funds) of the General Manager. This shall be communicated to department managers as a percentage of the departmental salary budget for the ensuing year. Where general, across the board raises are awarded, the raise will be effective on a date determined and approved by the General Manager.

1. **Cost Of Living vs. Market:** Adjustments to the salary schedule shall be determined through analysis of market trends in comparison to cost of living. This shall be done once per year and the District will utilize market survey results and cost of living index data. All employees, regardless of employment status (for exception, see paragraph "L" following- Salary Adjustments & Red Line Rates), shall receive the benefits of such general adjustments to the pay plan. In the event the market establishes a Cost of Living increase, but no increase in wages is budgeted or authorized, the wage and salary ranges shall nevertheless be increased by the Cost of Living increase percentage.
2. In determining the total compensation value of the position, benefits must be considered. Base salary plus cost of benefits equals' total compensation. In comparing benefit packages provided in the labor market, the District may evaluate both level and cost of benefits or other factors as deemed appropriate.

C. **Initial Appointment**

All initial appointments to classes assigned to the wage scale in the compensation plan should be at the first step unless:

1. An employee cannot be recruited for the position at the beginning rate, or,
2. The qualifications of the individual selected for the position exceed the minimum requirements and the individual can be expected to perform at a level equal to that of other individuals being paid at the same step.

D. **Hourly Rates**

Temporary, part-time and seasonal employees shall be paid at an hourly rate no higher than that which is established for the position through job classification.

E. **New Hire Increases**

New employees at the completion of their orientation period, shall be assigned a merit review date which coincides with the established performance review policies of the District. New employees who successfully complete their orientation period and receive the orientation period increase shall not be eligible for any other merit increase until they have reached their one (1) year anniversary date of employment. All other merit increases shall be conducted and evaluated as provided in this chapter.

F. **Overtime**

Employees covered under the overtime pay provisions of the Fair Labor Standards Act (29 U.S.C. chapter 8 and P.L. 99-150, 1985 as amended), will be credited with overtime for all hours worked over forty (40) in a work week. Two 7 day periods will correspond to the District's pay period. Time taken as PTO ~~vacation leave, sick leave, bereavement~~ funeral leave, compensation time, holiday leave, etc., shall not be counted as hours worked for the purpose of calculating overtime.

It is the District's policy to discourage the accumulation of overtime. Supervisory personnel should organize their department workload to avoid the need for overtime. Overtime will be permitted where circumstances allow no other alternative and should be kept to a minimum. Overtime work must have the prior approval of the General Manager, department manager or immediate supervisor who shall keep complete records concerning overtime and any compensation thereof. Any time worked over forty (40) hours in any defined work week by an FLSA covered employee, which the supervisor has approved of, is aware of, or "suffered" to be worked, shall qualify as overtime. The following rules apply to the accumulation and compensation of overtime.

1. Positions defined as FLSA exempt as outlined in Section 6, paragraph G, are not eligible for overtime.
2. For all non-exempt, FLSA covered employees, overtime shall be paid and/or all comp-time accrued at the rate of time and one half (1.5) the regular rate of pay for all hours worked in excess of the forty (40) hour work week. **It shall be the regular practice of the District to pay overtime in the pay period in which it is earned.** However, if authorized by the General Manager, an employee may be allowed to accumulate up to a maximum of forty (40) hours compensatory time annually. Unused comp time shall be paid out on or before December 31st of each year.

3. Every department shall be required to request overtime and comp time, during the District's budget session. The District shall then be allowed to utilize overtime and comp time up to the amount approved by the Governing Body in the budgeting process. Records of overtime hours worked shall be maintained by the District for all employees and shall be retained as required by law.
4. When call-out occurs, as in the case of emergencies, the District shall pay a minimum of one (1) hour when called out to work other than their regular work schedule.
5. All time spent in training, in conferences, at workshops, meetings, etc., when such attendance is required by the District shall constitute hours worked and shall be used to calculate overtime eligibility under the FLSA.
6. All comp time shall only be paid out in the final pay period of the year it was accrued.
7. An employee who has accrued comp time shall, upon termination of employment, be paid for all unused comp time.
8. "Compensatory time" and "Compensatory time off" are defined as hours when an employee is not working and which are paid at the employee's regular rate of pay. These hours are not counted as hours worked in the week in which they are paid.
9. ~~PTO~~Vacation, ~~sick leave~~, comp time, holiday leave, and ~~bereavement~~funeral leave shall not be used to obtain overtime. Overtime shall only be paid for actual hours worked.

G. Holiday/Weekend Pay

Hourly employees in departments not regularly scheduled to work weekends and holidays, when called out to work on a holiday or weekend shall receive the overtime rate indicated in Section 8.F above for excess hours worked and holiday pay as set forth in Section 9.~~1~~ of these policies.

H. Separation Pay

When employees separate their employment, they shall be required to return all District property and to clear all financial obligations prior to receiving their final pay check. Any obligations not cleared shall be deducted from their final pay check. The employee shall have the option of:

1. Either extending their separation date to a time when all PTO ~~vacation~~, ~~sick leave~~, and all comp time will be used;

2. Request a final check, which will include all ~~PTO~~~~vacation, sick~~ leave and all comp time earned, when they actually work their last day for the District; or
3. Request a final check for all ~~vacation and~~ comp time earned, and request that in lieu of payment or use, ~~PTO leavesick time~~ may be used to pay for COBRA or other health insurance coverage in an amount or for a time equivalent to the earned ~~PTO~~~~sick~~ leave, up to but not exceeding eighteen (18) months after the separation date.

In the event the separation date is extended, as outlined in option 1 above, all benefits, will continue through the final check. If a lump sum check is requested, as outlined in options 2 and 3, only F.I.C.A. tax and 403(b) benefits will be paid on that check. The General Manager shall determine the amount of separation pay to which the employee is entitled. In the event of the death of an employee, final payment under option 2 or 3 shall be made to the employee's beneficiary.

I. **Pay advancement**

The District will not make pay advances to employees.

J. **Severance Pay**

When a full-time employee is separated from District employment due to a reduction in force through no fault of the employee, and when such a separation requires immediate action thereby not permitting a two-week notice, the employee shall be paid two weeks' severance pay in lieu of the two weeks' notice. Employees terminated for cause shall not be eligible for severance pay.

K. **Payroll Deductions/Withholdings**

Payroll deductions other than FICA, State and Federal Income Tax Withholdings and Garnishments, can only be made with the approval of the General Manager or designee and Personnel Director on a program by program basis.

L. **Salary Adjustment & Red Line Rates**

When the rate of pay of an employee is lower than the minimum prescribed for their classification in the compensation plan, the wage shall be increased to that minimum. When an employee's pay rate falls above the established pay range, that employee's pay shall be frozen for a period not to exceed two (2) years. During the freeze period the employee shall not be entitled to any general pay increases or cost of living increases until such adjustments bring the individual pay back into the range. If after two (2) years, the pay still falls above the established pay range, the pay of the individual shall be reduced to the maximum of the pay range of the job classification to which they are assigned.

M. **Out Of Classification Assignments**

Employees required to perform in higher level positions due to illness, vacation schedules or under-staffing of their offices may, at the discretion of the District

General Manager, and upon recommendation of the department manager, receive a temporary increase in compensation which is consistent with the level of the temporary assignment. The out of class assignments must exceed a thirty-day period in order to be considered for a temporary increase. Normally, out of class duties shall not be allowed to continue beyond a six-month period. If the need continues beyond six-months the department manager shall treat the situation as a job vacancy and utilize the promotion or transfer policies to remedy the situation. If no internal remedy is achievable, an outside recruitment shall be undertaken.

N. Additional Assignment

Employees assigned to perform an additional assignment which cannot be considered “other duties” assigned by their supervisor, beyond the scope of their job description and requires them to report, conduct business, or perform duties **outside of their assigned department**, may, at the discretion of the General Manger, receive a temporary increase to their base pay between 2% and 5% for the duration of the additional assignment which shall not exceed six (6) months. This additional pay increase shall not change or alter the employee’s assigned pay scale, but shall be a temporary increase during the additional assignment period. The additional assignment must exceed a thirty-day period in order to be considered for this temporary increase, shall not exceed six months, and may be granted only by the General Manager. This is not to be confused with Out of Classification Assignments (Paragraph M above).

O. Pay Progression

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

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

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

P. Performance/Incentive Awards & Bonuses

In order to promote exceptional or outstanding services and recognize those occasions where services are rendered, emergencies responded to, or proficiencies demonstrated which are beyond the normal expectation of the job; it is the position of the District to reward such individual or group contributions.

These awards shall be a one-time recognition, in that they are not added to the regular pay of the recipient.

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

1. **Instant Bonus Program:** A District employee, supervisor, manager, or member of the general public may nominate a District employee for a bonus of up to \$500 for actions which bring favorable attention or recognition to the District.
 - I. The nomination shall be written in memo or bonus nomination form. Nominations must involve a detailed description of the project or act and the nominated employee's involvement in the act. If money is awarded to the District employee, the award shall run through the payroll process.
 - II. The nomination shall be forwarded to the employee's supervisor for approval. If the employee's supervisor or the General Manager does not approve the nomination, the nominating individual may appeal the decision to the Personnel Committee.
 - III. The Personnel Committee decision shall stand.
 - IV. The bonus money/gift certificate will be given to the nominating individual so they can present the award to the recognized employee.
 - V. In lieu of money, the nominating employee may choose to award the employee a \$50 gift certificate.
2. **Cost Savings Bonus:** A department manager or the General Manager may nominate one of their employees for a Cost Savings Bonus. These may include:
 - I. Ways to increase efficiencies. If there is a process in the normal routine of the work place that is time consuming, repetitive, a burden on the budget, there may be a means for improvement. This is a criterion where creative ideas improve District efficiency or effectiveness or eliminate difficulties.
 - II. Cost Savings. An employee may suggest a procedure that will save costs to the District. Similarly, an employee may suggest a procedure for generating revenue.

- 1) The Supervisor or shall submit a written letter detailing the actions of the District employee and the recommended amount of the award to the General Manager. The employee may be nominated to receive up to 10% of the amount saved. Savings would be based on an annual basis. Savings in subsequent years shall not be taken into consideration. The maximum amount allowed shall be \$1,000.
- 2) The General Manager after consulting with the Chief Financial Officer, to verify the cost of the actual savings, will either approve or deny the request.
 - i. If the Supervisor disagrees with the award or if the Chief Financial Officer disputes the amount saved, the supervisor may appeal to the Personnel Committee.
 - ii. The Personnel Committee's decision shall stand.
3. **Meritorious Bonus:** A Supervisor may nominate one of their employees for a meritorious bonus of up to \$3,000.
 - I. These bonuses may include:
 1. Exemplary performance on special projects. An employee may be given a special project. A great deal of effort and research may go into the project. The project shall benefit the District in some way.
 2. The exercise of leadership and/or initiative beyond that normally expected in the individual's regular assignments. An employee may be required to meet unusual deadlines or perform in emergency situations. An employee may demonstrate a willingness to accept and perform new assignments on a short-term basis.
 3. Actions which avert legal actions by or against the District.
 4. Independent research and analysis initiated by an employee resulting in a contribution to the specific objectives or improved methods for delivering District services or conducting District operations.
 5. Extraordinary work during declared emergencies. An employee may be recognized for extraordinary work done either within their own department or in duties outside of their job description which demonstrate a willingness to go above

and beyond their regular work during a declared emergency.

- II. The Supervisor shall submit a written letter detailing the actions of the District employee to the General Manager.
- III. The General Manager shall either approve or deny the request.
 1. The General Manager's decision may be appealed to the Personnel Committee.
 2. The Personnel Committee's decision shall stand.
4. **Other Bonus Programs:**
 - a. **Safety Bonus:** The General Manager may approve annual safety incentives not to exceed \$500 if, in his or her opinion, the District employees utilized good safety practices and measures during the year, and avoided serious injury.
 - b. **Test Bonus:** Any employee passing a new certification level test which is not required for their current job, may be entitled to receive a \$100 bonus for the first and second levels passed and a bonus of up to \$200 for all additional levels beyond level two passed.
 - c. **Annual Bonus Program:** The Board has established an annual bonus program, in which it may approve a bonus not to exceed \$1,500-~~00~~, based on its evaluation of the District's accomplishment of its goals for the year and available funding at year-end.
 - d. **Employee Referral Bonus Program:** The District will pay a cash bonus of \$1,000 to an eligible employee who refers a job applicant that the District hires, under the terms listed below:
 - i. \$500 is paid after the referred candidate is hired and completes 30 days of employment. The remaining \$500 is paid after the referred candidate completes the District's six-month Orientation Period.
 - ii. Full-time, Part-time or Seasonal employees may earn a referral bonus.
 - iii. The referral must represent the candidate's first contact with the District; previous employees, including Part-Time and Seasonal employees, are not eligible for the referral bonus program until two years after their resignation or termination date.
 - iv. Referrals must be hired within 180 days of the original referral date.

v. All candidates will be evaluated on merit; submitting a referral does not guarantee the candidate an employment offer.

vi. Managers with the hiring authority over referred candidates are not eligible to participate in the Employee Referral Bonus program.

5. All Performance/Incentive awards detailed in this Section are discretionary, not an entitlement, and are subject to the availability of funds.

6. **Award Restrictions:**

- a. In order for the employee to be considered for a nomination, they must not be undergoing a corrective action plan.
- b. More than one incentive award of different sizes may be given to the same employee, providing that the performance qualifies.
- c. No more than one incentive award may be given for the same or substantially similar act. However, case by case consideration shall be given.
- d. Awards may be shared by a team of employees, provided all of the employees contribute to the project or act.
- e. Employees shall not be considered for an incentive award for performance which is routinely expected for any duty or responsibility.

Q. **Pay Day**

District employees will be paid biweekly on Thursday. Pay stubs shall be delivered electronically. If a pay day falls on a weekend or holiday, employees will be paid on the previous workday.

R. **Payroll Corrections**

It is the responsibility of each employee to verify that any pay increase, change, deduction, or any other pay change is accurately reflected on their pay stub as soon as such pay action should take place.

1. A request to make a non-monetary (other than voluntary payroll deductions) correction(s) to an employee's payroll record shall be initiated by the employee and coordinated through the payroll administrator within one (1) year of the date in which the error occurred.

2. A request to make a monetary correction(s) affecting an employee's pay, rate of pay or other compensation, shall be made within six (6) months from the date the employee's payroll advice (pay stub) for the period of employment in which the payroll error occurred. The request shall be initiated by the employee and coordinated through the Assistant General Manager.
3. The Assistant General Manager will coordinate with the Personnel Director regarding any changes. Pay rate changes resulting from monetary corrections to an employee's payroll record may be carried forward, affecting future pay or compensation.
4. Retroactive monetary corrections to an employee's pay or other monetary compensation shall be made according to the following procedure:
 - a. Corrections not affecting an employee's retirement contributions account with the Utah Public Employees' Retirement System ("URS") must be made within six (6) months from the date the pay error occurred.
 - b. Corrections affecting an employee's retirement contributions account with URS will only be made if they otherwise qualify and are not prohibited under the provisions of sub-section 5 below. If a URS correction is accepted according to the requirements herein, the District shall be responsible for their portion of the retirement contribution, plus interest that would have been made if no error had occurred.
5. URS corrections occurring in the following circumstances will not be considered:
 - a. Claims for contributions for persons who were classified as contract workers or temporary employees during the time for which contributions are claimed and for whom it is determined they were entitled to participate in URS plans unless:
 - (i). the claimant asserts his/her claim within one year of the last date of the period of service for which the employee claims entitlement to contributions; or,

- (ii). if more than six (6) months has passed from the last date of service for which contributions are claimed, the claimant can establish by credible evidence, other than his/her assertion, that (1) he/she could not reasonably discover his/her entitlement prior to the date of discovery, and (2) the claim is asserted within six (6) months of the date of discovery.
- b. Claims for contributions for an employee who was exempt from the URS during the time for which the contributions are claimed.
- c. Claims for contributions for periods of service for employees who were participants in any of the URS plans during the time for which contributions are claimed, unless:
 - (i) the claim is asserted within six (6) months from the last date of service for which contributions are claimed; or
 - (ii) if more than six (6) months has passed since the last date of service for which contributions are claimed, the employee can establish by credible evidence, other than his/her own assertion,
 - (A) that he/she had no reasonable notice from payroll advice (pay stub) or from any of the URS's "Members Annual Statement" sent to him/her subsequent to the last date of the period of service for which contributions are claimed; and
 - (B) the error upon which the claim is based could not have reasonably been discovered by him/her within six (6) months of the date of its occurrence, and
 - (C) the claim is asserted within six (6) months of the date of its discovery by the employee.
- d. Claims for retired employees who have been receiving retirement benefits from the URS.

5. Corrections to URS contributions shall be resolved in accordance with Utah law and rules established by the Utah Public Employees Retirement Board.
6. A request for correction of an error to an employee's URS retirement account shall be verified and processed through the Assistant General Manager and the Personnel Director, as appropriate.

DRAFT

SECTION 9 - FRINGE BENEFITS

The Benefits Described in this section are for Employees as determined below. Temporary and Seasonal employees, contractors and volunteers are not eligible for any benefits, except those that may be required by law.

A. **Qualifying Employees**

As used in this Section, Qualifying Employees are defined as:

1. All Full-Time and Part-Time Benefited employees working for the District prior to January 1, 2017 that have as of that date, worked for the District for six (6) or more months; and
2. After January 1, 2017 all Full-Time employees.

B. **Group Health Insurance**

The District may pay a premium for health, dental, life insurance and accidental death and dismemberment, up to a maximum amount designated by the General Manager for Qualifying Employees and their dependents, as well as other federally mandated employees and dependents.

Qualifying Employees as defined above, working more than 1040 hours annually, but less than 2080 hours, and federally mandated employees working between 1560 and 2080 hours annually, may participate in health insurance benefits upon paying a pro-rated share of the monthly premium.

Qualifying Employees who have other health care coverage and choose not to participate in the District health insurance may receive a fee in lieu contribution proportionate to their participation of up to \$350.00 per month.

Board members may participate in the District's group health insurance plan provided to Qualifying Employees on the same basis as Qualifying Employees of the District. (Utah Code 17B-1-307). Board members will be responsible for the cost of the health insurance.

Adult designees of Qualifying Employees may participate in the District's group health insurance plan. During a period of open enrollment, unmarried employees desiring to extend benefits to a financially dependent or interdependent adult designee, shall be required to present to the General Manager a fully signed and notarized affidavit. See Item V. at the end of this Section for further information.

C. **Continuation of Benefits**

The District recognizes and follows COBRA regulations for insurance coverage

after employment by the District for all employees. Qualifying Employees separating from District employment who are participating in health care prior to the qualifying event will be allowed to continue group medical and dental insurance coverage at cost to the employee for up to eighteen (18) months from the date of separation (except when terminated for cause). The separated employee will be responsible for the costs of that insurance and administrative fee. The District assesses up to a minimum of 2% of the premium as an administrative fee. (*see* Utah Code §31A-22-714, or Consolidated Omnibus Budget Reconciliation Act, 1985 (COBRA)). Employees and/or dependents shall be notified within thirty (30) days from date of separation regarding extension and conversion privileges and must reply in writing within sixty (60) days of notice or forfeit their extension right. Payment must be made within forty-five (45) days of acceptance of COBRA benefits or benefits will be canceled.

1. Dependents of employees are eligible to continue insurance at their cost for up to thirty-six (36) months upon the occurrence of the following:
 - a. Upon legal separation or divorce from the covered employee;
 - b. The death of the covered employee;
 - c. When dependents cease to be dependent under the definition of the policy;
 - d. When Medicare eligible employees cease participation in employer sponsored plans;
2. Dependents of Employees are eligible for COBRA coverage paid for by the District for up to four months from the date of death of the District employee.
3. Insurance cannot be continued beyond any of the following:
 - a. The date the premium is not paid;
 - b. The date when the individual becomes covered under any other group health plan or is entitled to Medicare benefits;
 - c. In the case of a spouse, when the spouse remarries or becomes covered under another group health plan; and
 - d. On the date when the employer ceases to provide any group plan, except the District would be obligated to allow employees or dependents to continue coverage under any replacing group policy or policies.

D. General Group Insurance Programs

In addition to Health Insurance, the District has committed to providing other insurance benefits to Qualifying Employees.

1. Disability insurance: The District provides both Short and Long Term Disability coverage for benefit eligible employees.
 - a. Upon approval by the District, Short Term disability benefits are paid at 66.67% of the employee's salary beginning on the eighth day when an employee is unable to do the essential functions of their job due to accident or illness.
 - b. Short Term disability coverage may continue for up to 90 days provided the employees continues to meet the requirements for disability benefits. In the event the employees is unable to return to work after 90 days, the employee may apply for Long Term Disability benefits through URS/PEHP.
 - c. Upon approval from our Long Term disability provider, employees continue to receive 66.67% of their salary as long as they continue to meet the eligibility requirements of our plan.
 - d. Post retirees and employees eligible for pension benefits through URS are not eligible for Long Term Disability benefits.
 - e. Family & Medical Leave without pay shall run concurrently during short term disability but shall begin the first day the employee is not able to work.
 - i. In the event of long-term disability, health, dental and life insurance premium payments will be paid by the District for a period of six (6) months from date of inception of the disability.
 - ii. An employee returning to work after disability leave shall provide a return to work release from their physician listing accommodations, if any. The District may restrict the employee's return to work if the accommodations preclude the employee from fully participating in their job responsibilities or are unreasonable.
 - iii. An employee who cannot return to their regular work responsibilities after this six-month period shall be separated from employment with the District. Eligible employees receiving Short and/or Long Term Disability benefits may continue to receive service credit through the Utah Retirement System provided by the District's Benefit Protection contract with URS as discussed in paragraph Q.1 of this Section.

2. Dental insurance is available for all Qualifying Employees. There shall be no compensation in lieu of coverage. Qualifying Employees as defined above, working more than 1040 hours annually, but less than 2080 hours, may participate in dental insurance benefits upon paying a pro-rated share of the monthly premium
3. Additional District approved insurances and benefits are available options for Qualifying Employees participating in the District's benefit program They include:
 - a. Term Life insurance
 - b. Accidental Death & Disability Insurance
 - c. Flex spending
 - d. A 403(b) plan
 - e. Participation in the Utah Retirement Program
 - f. Housing/Transportation allowance-
 - g. Employee Clothing allowance
 - h. Accident and hospital indemnity
 - i. Vision insurance

~~E.~~ E. Employee Assistance Program

- ~~A.1.~~ A.1. -The Employee Assistance Program (EAP) offers free, confidential services designed to help qualifying employees prevent or resolve personal, family and workplace problems affecting that employee's well-being and job performance.
 - a. Use of EAP is voluntary.
 - b. Typical problems include:
 - i. job stress,
 - ii. communication problems with a family member, co-worker or supervisor,
 - iii. depression,
 - iv. substance abuse, and
 - v. marital/family problems.
- ~~B.2.~~ B.2. EAP provides problem assessment, education, short-term counseling, and/or referral to community resources.

F. F. Leave Status

~~Paid time off, Vacation, sick, comp time, holiday or bereavement funeral~~ leave shall not be used to create overtime. The purpose of leave is to supplement the employee's forty (40) hour workweek.

G. Paid Time Off (PTO) Vacation

1. The District believes that a reasonable period of time away from the job encourages good health and the well-being of employees. This is a benefit to the District, as well as the employee. Therefore, it is the policy of the District to grant paid time off (PTO) vacations to certain categories of employees.
2. All Full-time Employees are eligible for PTO vacation as accrued upon completion of their orientation period. Qualifying Employees as defined above, working more than 1040 hours annually, but less than 2080 hours, may participate in PTO vacation benefits on a pro-rata basis. Years of District service, for establishing PTO vacation accrual rates, shall be ~~January 1st of each year. Effective July 1, 2020, years of District service, for establishing vacation accrual rates, shall be~~ the employee's full time hire date.

Accumulation of PTO vacation shall be based upon the following schedule:

DISTRICT SERVICE	MONTHLY/ANNUAL ACCRUAL
0—5 years	8 hours/96 hours
6—10 years	10 hours/120 hours
11—15 years	12 hours/144 hours
16—20 years	14 hours/168 hours
21 year or more	16 hours/192 hours

FULL TIME DISTRICT SERVICE	PAY PERIOD ACCRUAL*	ANNUAL ACCRUAL*
0 - 2.99 years	6 hours	156 hours (19.5 days)
3 - 5.99 years	7 hours	182 hours (22.75 days)
6 - 10.99 years	8 hours	208 hours (26 days)
11 - 15.99 years	9 hours	234 hours (29.25 days)
16 - 20.99 years	10 hours	260 hours (32.5 days)
21 years or more	11 hours	286 hours (35.75 days)

*PTO accrual rates will increase according to the table above and will change with the payroll period in which the employee's anniversary date occurs.

Prorated rates shall be:

- | | | |
|----|------------------------|-----|
| a. | 30 – 40 hours per week | 75% |
| b. | 20 – 29 hours per week | 50% |

3. Former employees who are re-hired with reinstatement rights following military service shall be entitled to assume the same eligibility for PTO ~~vacation~~ as enjoyed as outlined in Section 7, Paragraph H.
4. Employees may accrue up to a maximum of 600 hours of PTO ~~12 months of their annual vacation leave accrual~~. Any PTO hours accrued ~~vacation leave~~ in excess of the maximum shall be forfeited in the payroll period in which the maximum is earned.
5. PTO shall accrue when a leave of absence ~~Vacation leave may not be accrued during a period of time when leave of absence without pay is being granted for reasons other than personal or family related illness or condition as defined by the~~ federal Family & Medical Leave Act (FMLA).

~~Paternal Leave, Short Term Disability and Workers Compensation, and when an employee has announced their resignation or retirement from the District.~~

- ~~a. PTO will not accrue when long term disability begins.~~
- ~~b. Leave for any other circumstances may stop PTO accruals.~~

6. Utilization: The employee's Supervisor or the General Manager must approve IN ADVANCE~~in advance~~ all PTO~~vacation~~ leave. However, if PTO use is for an unforeseen circumstance such as an illness or emergency wherein employee cannot come to work on a given day, employee shall notify their Supervisor immediately or at a minimum of one (1) hour of the expected start time. A signed medical statement from an attending physician may be required for illness or medical emergencies.
7. The Supervisor may schedule PTO~~vacation~~ leave so that District operations are not disrupted.
- ~~8.~~ 87. An authorized holiday which falls within the time period of an employee's scheduled PTO~~vacation~~ shall not be charged as used PTO leave unless employee is originally scheduled to work that holiday~~vacation~~.
- ~~8.~~ Currently, the District front loads vacation leave on January 1st for the calendar year. If separation of employment occurs during a calendar year, the employee shall owe the District for the pro rata balance of vacation leave. Effective July 1, 2020, the District will begin accruing vacation leave per bi-weekly pay period (at the annual rates listed in paragraph 2 above divided by 26), based on the employee's full time hire date. At this time, vacation leave may be accrued up to 15 months, however once an employee's leave balance drops below 12 months, the maximum 12 month accrual (as noted in paragraph 4 above) shall apply.
9. Effective April 1, 2020, for purposes of leave accrual, at the General Manager's discretion, and in consultation with and approval of the Personnel Director, the General Manager may recognize and establish an eligible employee's ~~vacation~~ service date at hire, based upon prior relevant experience in a comparable position. Credit for prior service shall be 1 year of credit for every 2 years of previous experience and limited to advancing to the beginning of the 6-10.99 years accrual noted in the table above.
 - ~~a. Employees hired after October 2014 and prior to the adoption of this policy, may receive 1 year of vacation accrual credit for 2 years prior experience, not to exceed the amounts awarded for current employees in the second tier (6-10 year) period. This shall be based upon prior relevant experience in a comparable position at the General Manager's discretion.~~

10. ~~PTO is~~ ~~Vacations are~~ to be taken as time off and there will be no pay in lieu of time off.
11. The District will not advance ~~PTO except as noted in Section 9.G.2 above.~~ ~~vacation days.~~ No ~~Supervisor~~ ~~department manager~~ shall authorize the use of un-accrued ~~PTO~~ ~~vacation time~~ except for the advance hours noted in 9.G.2.
12. The fact that an employee may have available PTO time does not justify tardiness or unexcused absences. Unscheduled absenteeism or tardiness are grounds for disciplinary action, regardless of PTO time available.
13. Unauthorized use of PTO including but not limited to: taking PTO when denied or not approved, taking PTO when no accrued time is available, using PTO for different days than what was approved, etc. are grounds for denial of paid PTO time and disciplinary action.
14. Failure to notify the District within the first three (3) workdays of an absence may be considered an abandonment of position.
15. All Full-time employees eligible for PTO are only allowed to use PTO time equivalent to their designated work hours. Employees who do not actually work their full designated work hours WILL use PTO or comp time to make up the remaining hours to equal their total designated 80 work hours per pay period. Employees who fail to do so are at risk of losing benefits, PTO time earned and/or other reduction of benefits.
162. Resignation/Retirement: Upon resignation or retirement, an employee may:
 - a. Be paid out eighty (80%) percent of the cash value of earned PTO (carried over and earned).
 - b. Elect to take paid time off with pay equal to eighty (80%) percent the number of PTO hours earned.
 - i. Any advance PTO hours not yet accrued through service time are not paid out nor available to be taken as time off.

~~take the cash value of earned vacation leave (carried over and earned), or time off with pay equal to the number of leave hours earned. Vacation leave shall not accrue when an employee has announced their resignation or retirement from the District and are using the time off with pay option. Payments made pursuant to this section shall be at the rate of pay current upon termination. Deductions from termination pay may be made where the terminating employee has outstanding obligations to the District. The~~

~~District may withhold the payment of termination pay if the employee fails to return District property in their possession.~~

- ~~17. PTO shall not accrue when an employee has announced their resignation or retirement from the District and have elected to use PTO.~~
- ~~18. Sick leave accrued prior to January 1, 2017 which was separated into a category called "OLD SICK" and tracked separately, shall be paid out at the time of separation of employment, at the full amount of sick leave accrued as of the effective date of these policies, unless used.~~
- ~~19. Deductions from termination pay may be made where terminating employee has outstanding financial obligations to the District. The District may withhold the payment of termination pay if the employee fails to return District property in their possession.~~
- ~~4320. Record Keeping: The official record of accrued and used PTO vacation is to be kept by the District through a formal leave accounting system. Supervisors and their employees have access to PTO balances in real-time shall be provided with leave accounting reports periodically for departmental and employee review. Any discrepancies shall be reconciled directly through the Chief Financial Officer District Accountant. If discrepancies are not reported within sixty (60) days, all PTO balances reports shall be deemed correct.~~
- ~~21. If an employee is injured at work and receives workers' compensation benefits, the employee may choose to use their accrued PTO to make up the difference between the workers' compensation benefit and the employee's typical full salary.~~
- ~~22. Insurance benefits (Short/Long Term Disability) are provided for more serious or longer-term illness or accidents. While insurance policies pay 67% of the normal wage, PTO time may be used on a pro rata basis to maintain normal income. The employee may supplement the disability benefit with accrued PTO leave to receive the remaining 33% of their normal wage. If no PTO time is available, only normal insurance proceeds are payable.~~

~~H. Sick Leave~~

~~Sick leave is allowed for Qualifying Employees as a benefit and may be used for personal illness or illness in the immediate family. Sick leave taken in excess of three (3) working days may require a statement from an attending physician. The~~

~~General Manager and/or Supervisors must use discretion in approving sick leave, while insisting that seriously ill employees stay off the job. Accrued sick leave is a District owned benefit afforded to those District employees who become ill or injured and cannot perform their normal duties. Accrual begins on the first date of employment.~~

- ~~1. Sick leave shall be earned at the rate of 3.7 hours per pay period of full time employment and may be used as earned. Sick leave shall not be granted beyond that earned by any employee. Qualifying Employees as defined above, working more than 1040 hours annually, but less than 2080 hours, may participate in sick leave benefits on a pro-rated basis.~~
- ~~2.
 - a. Full-time employees may accrue up to 400 hours of sick leave. Employees who have 400 hours of sick leave may not accrue additional sick leave until their sick leave bank drops below the 400 hour level.
 - b. Effective January 1, 2017, employees, who have in excess of 400 hours of sick leave as of the effective date, shall retain those hours, but shall not accrue any additional time until their sick leave balance drops below 400 hours.
 - c. Sick leave accrued shall be paid out at the time of separation of employment, at 50% of the sick leave accrued as of the effective date, under one of the options set forth in Section 8(G) of these Policies.~~
- ~~3. Upon separation from District employment (except when terminated for cause), an employee may take the cash value of the accrued sick leave (as described in paragraph H.2 above) under any one of the options outlined in Section 8, paragraph H of this policy. Payments made pursuant to this section shall be at the rate of pay at the time of termination.~~
- ~~4.
 - a. Sick leave shall not accrue during a period where a leave of absence without pay is being granted for reasons other than personal or family related illness or condition as defined by the Family & Medical Leave Act (FMLA).
 - b. Sick leave shall accrue while an employee is on short-term disability.
 - c. Sick leave shall not accrue when an employee has announced their resignation or retirement from the District and are using the time off with pay option.~~
- ~~5. Notification to the employee's department head for the use of sick leave~~

~~shall be made no later than one (1) hour after the employee's regular reporting time.~~

- ~~6. District designated holidays occurring while an employee is ill shall be deducted from their compensated illness leave credit if the employee is scheduled to work and elects to use sick leave.~~
- ~~7. Supervisors are charged with the responsibility to approve or disapprove leave requests, and may require the employee to provide evidence of illness or injury.~~
- ~~8. 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 Assistant General Manager. If discrepancies are not reported within sixty (60) days, all reports shall be deemed correct.~~
- ~~9. Workers Compensation: In the event an employee is injured on the job, they must apply for workers compensation. The employee may additionally utilize compensated sick leave in accordance with the following formula: "Gross monthly compensation minus industrial compensation equals total compensation subject to sick leave utilization. The number of hours to be charged shall be determined by dividing the total amount subject to use by the appropriate hourly compensation rate." This shall not be construed as allowing a gross income, inclusive of industrial compensation, in excess of the employee's regular monthly salary or earnings.~~
- ~~10. Insurance benefits are provided for more serious or longer term illness or accidents. While insurance policies pay 66.67% of the normal wage, sick leave time and vacation time may be used on a pro rata basis to maintain normal income. The employee may supplement the disability benefit with accrued vacation and sick leave to receive the additional 33.33% of their normal wage. If no sick leave or vacation time is available, normal insurance proceeds only are payable.~~

Hi. Bereavement/Funeral Leave

1. Bereavement/Funeral leave with pay, not to exceed 40 hours, may be allowed for Qualifying Employees in the loss of the following:
 - a. Spouses, Adult Designee (as noted for health insurance), Child Son, Daughter, Parent/Mother, Father, Parent-in-law, Grandchild/son, Granddaughter, Grandparent, Stepparent/mother, Stepfather, Stepchild/son, Stepdaughter, Child/Son-in-law, Sibling and Sibling-in-law, Daughter-in-law.
2. Bereavement/Funeral leaves with pay, not to exceed 8 hours, may be

allowed for Qualifying Employees in the loss of other family members with the written permission of the General Manager the following:

~~b. Grandparents, Sister, Brother, Father-in-law, Mother-in-law, Sister-in-law, and Brother-in-law.~~

3. Qualifying Employees desiring extended bereavement funeral leave may request to use comp time, PTOvacation or leave without pay. Leave without pay may be used only if the employee has no accrued comp time or PTOvacation. Funerals which occur during use of PTOvacation shall be treated as described in this paragraph and not be charged to PTOvacation.
4. If a funeral is attended or death occurs while an employee is on leave of absence, there will be no time off with pay forthcoming.

I.J. Holiday Leave

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

New Year's Day	January 1 st
Martin Luther King Jr. Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday of May
Juneteenth	June 19 th
Independence Day	July 4 th
Pioneer Day	July 24 th
Labor Day	1 st Monday in September
Thanksgiving Day	4 th Thursday of November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25 th
Day before or after Christmas	December 24 th or 26 th

2. When any of the above holidays fall on a Sunday, the following Monday shall be observed as the designated holiday. When any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the designated holiday.
3. Should a holiday occur while an employee is on PTOvacation, the employee will not be charged with PTOvacation the day of the holiday.
4. Holiday Pay: Qualified Employees who are required to work on a designated holiday will receive eight hours of pay at their regular rate for the holiday, plus compensation at their regular rate for all hours worked on

the designated holiday. Qualifying Employees as defined above, working more than 1040 hours annually, but less than 2080 hours, may participate in Holiday leave benefits on a pro-rated basis.

5. Additionally, one eight (8) hour personal holiday is allowed annually. A personal holiday shall not be carried over from year to year.

JK. **Court or Jury Leave**

Each Qualifying 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 jurors fees paid to employees on leave with pay status shall be returned to the District for deposit in the District's operating cash account. Per diem and witness or juror fees may be retained by an employee who elects to use ~~PTO~~~~vacation~~ ~~leave~~ while on jury duty or acting as a witness. Absence due to litigation not required by the employee's position, but as an individual, shall be taken as ~~PTO~~~~vacation~~ ~~leave~~, comp time, or leave without pay.

KL. **Maternity Leave**

1. An employee who becomes pregnant may continue working until such time as they can no longer satisfactorily perform their duties or their physical condition is such that their attending physician deems continued employment to be hazardous to the employee's health or the health of the unborn child.
2. ~~PTO~~~~aid~~ ~~sick~~ ~~leave~~ or Family & Medical Leave without pay, which is available to cover the time for physical examinations and periods of incapacitation, will be available to the pregnant employee for the same purpose.
3. Leave granted for maternity purposes shall be allowed on the same basis for which sick ~~PTO~~ ~~leave~~ or Family & Medical Leave without pay is granted. Such leave shall also be eligible for short-term disability compensation according to District insurance program guidelines.
4. Employees who have exhausted all accumulated ~~PTO~~~~sick~~ leave shall be granted Family & Medical Leave without pay for maternity purposes, except that Short Term Disability benefits shall be provided according to policy. Family & Medical Leave ~~without~~~~with-out~~ ~~pay~~ shall run concurrently during short-term disability but shall begin the first day the employee is not able to work. Employees desiring extended leave due to "pregnancy disability" shall receive it on the same basis as any other disability.

LM. Parental Leave

Parental leave is leave associated with the birth of an employee's own child or the placement of a child with the employee in connection with an adoption. The amount of leave under this policy is four (4) weeks. This leave does not supersede other laws that apply to the birth or adoption of a child.

1. Eligible employees may receive up to four (4) weeks of paid, job protected, leave during the first twelve (12) weeks following birth or adoption.
 - a. Employees working more than 30 hours per week are eligible for Parental Leave. Employees working less than 40 hours per week, but more than 30, shall have their Parental Leave pro-rated.
 - b. Notice & Verification: The employee must:
 1. Provide to their Supervisor and General Manager thirty (30) days' written notice of the requested leave (or as much notice as practicable if the leave is not foreseeable),
 2. Complete the necessary forms at the time of the leave, and
 3. File the documents with the General Manager.
 - ~~3-c.~~ Employees must have completed the District's New Hire Orientation period. See Section 5, paragraph H, Orientation Period.
2. Parental Leave is a benefit of employment and its use will not be considered as a negative factor in employment actions, such as hiring, promotions, or disciplinary actions under attendance policies.
3. Upon receiving notice of an employee's need for Parental Leave, the District shall provide the employee with a detailed notice specifying the employee's rights under District policy and explain any consequences of a failure to meet these obligations. The District notice shall include:
 - a. Any requirements for the employee to make or participate in the payment of insurance premiums, and the methods for doing so. The employee's potential liability for health insurance premiums paid by the District during the leave if the employee does not return to work;
 - b. The employee's reinstatement rights to the same or equivalent job, unless the employee is defined a key employee under FMLA;
4. Method of Leave Usage:
 - a. Birth of the parent's own child:

1. Birthing parent
 - A. After short-term disability has been exhausted, Parental Leave will commence.
 - B. Non-birthing parent; Parental Leave, if taken, shall be used anytime during the first twelve (12) weeks after the birth of the child. Parental Leave shall not extend beyond the end of the twelve (12) week date from the birth of the child.
- b. Adoption of a child:
 1. The parents of an adopted child shall receive Parental Leave after the child(ren) has been placed in their home.
 2. Parental Leave, if taken, shall be used anytime during the first twelve (12) weeks after the placement of the child(ren). Parental Leave shall not extend beyond the end of the twelve (12) week date from the placement of the child(ren).
 3. To qualify for Parental Leave the adopted child(ren) shall be under eighteen (18) years of age.
- c. All leave dates shall be approved and coordinated with the employee's Supervisor.
- d. Parental Leave shall run concurrently with FMLA.
5. Parental Leave will be paid at 100 percent of an Eligible Employee's straight- time, regular pay for the specified amount of time outlined in this policy.
 - a. ~~PTO Sick leave and vacation~~ accrual shall be allowed in accordance with the District's FMLA policy.
6. The fact that a multiple birth or adoption occurs (for example, the birth or adoption of twins) does not increase the length of Parental Leave granted for that event.
7. If both parents are employed by the DistrictCounty, each parent shall receive up to four (4) weeks Parental Leave.

MN. Military Leave

Leave shall be granted for a period of active military service. Extended military leave is six (6) months or more, not to exceed five (5) years unless approved by

the District. Short-term military leave is any leave of less than six (6) months in duration, normally not longer than 120 hours.

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

- a. Employees are entitled to one hundred and twenty (120) hours of military leave per year without loss of regular pay or other fringe benefits. The employee shall take military leave when activated. After the employee has exhausted their one hundred and twenty 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 General Manager within one week of receipt of an activation notice, and shall indicate in writing their intention and anticipation with regard to participating in periods of active duty. Such written notification shall be made a part of the individual employee's personnel file.
- c. Employees requesting short term military leave may go on leave without pay status prior to using accrued ~~PTO~~vacation and comp-time.
- d. While on short term military leave, none of the employee's benefits shall accrue, except that health, dental and life insurance benefits will remain in force.
- e. If the employee does not return to District employment after six (6) months, the General Manager may declare the position vacant.

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

- a. USERRA provides that an individual may serve up to 5 years in the uniformed services, in a single period of service or in cumulative periods totaling 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 General Manager.

- 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 eligible's for consideration for future openings. Under the American's With Disabilities Act, reasonable accommodation shall be provided unless to do so would prove to be an undue hardship.

NO. Administrative Leave

In cases of training, special educational pursuits, hardships, or other cases not provided for in these policies, upon recommendation of the Supervisor, the General Manager may grant short-term leaves for Qualifying Employees at full pay, partial pay, or without pay. The approval or denial of such requests is at the discretion of the General Manager and is not subject to appeal. In the event the General Manager is requesting the leave, the approval shall be by the Board.

OP. Family & Medical Leave Without Pay

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

1. Eligibility: All employees who have worked for the District for at least 12 months (which need not be a consecutive 12 month period) and have worked for the District at least 1250 hours in the previous consecutive 12 month period qualify for family & medical leave without pay.
2. Eligible employees may receive up to 12 weeks of unpaid, job protected, leave in any 12-month period for the following reasons:
 - a. To care for a child upon birth or upon placement for adoption or foster care;
 - b. To care for a parent, spouse, or child with a serious health condition, or,
 - c. When an employee is unable to work because of a serious health condition. A serious health condition is defined as "any illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider" (i.e. doctors, podiatrists, dentists, clinical psychologists, optometrists, chiropractors, nurse practitioners, nurse midwives, and Christian Scientist practitioners). In addition, a single event or

occasion, which results in a regimen of continuing treatment under the supervision of the health care provider, such as a regimen of medication or physical therapy, qualifies. Excluded from coverage are voluntary or cosmetic treatments, which are not medically necessary and preventive physical examinations. An employee returning to work after FMLA leave for their own serious health conditions shall provide a return to work release from their physician listing accommodations, if any. The District may restrict the employee's return to work if the accommodations preclude the employee from fully participating in their job responsibilities.

- d. When a family member is called on active military duty or called to active military duty
3. Eligible employees may receive up to 26 weeks of unpaid, job protected, leave in any 12-month period to care for a family member who sustained an injury or illness in the line of active military duty.
 4. Notice & Verification: Employees who want to take FMLA leave ordinarily must provide the District with at least 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 15 days after the request or as soon thereafter as is rsseasonably possible.
 - a. 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 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.
 - b. The District may deny leave to employees who do not provide proper advance leave notice or medical certification within established time frame.
 - c. 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 PTOsick leave, the District may provisionally designate all subsequent leave as FMLA-qualifying until such time the employee's FMLA status changes.
 - 1) 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.
 - 2) 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.

5. District Communication Requirements: Upon receiving notice of an employee need for FMLA leave or determining extended PTO/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, and
 - h. The employee's potential liability for health insurance premiums paid by the District during the leave if the employee does not return to work.
6. Method of Leave Usage: The leave may be taken intermittently or on a reduced leave schedule without the District's approval when medically necessary; therefore department heads ~~anelected officials~~ shall take an active role in verifying medical necessity, especially in the case of emergencies and short notice situations. FMLA leave may be taken in half-hour, hourly, daily or weekly blocks of time.
7. Employee Entitlements: Employees taking qualified FMLA leave are entitled to receive health benefits during the leave at the same level and terms of coverage as if they had been working throughout the leave. In addition, the District shall reinstate an employee returning from FMLA

leave to the same or equivalent position with equivalent pay, benefits, and other employment terms as previously provided. The District's obligation under FMLA to reinstate an employee returning from leave ceases once the employee has used up their 12/26 week entitlement and continues on another form of leave, paid or unpaid. Also, the District may deny reinstatement if it can be demonstrated that the employee would not otherwise have been employed at the time the reinstatement request is made, such as when an employee's position is eliminated due to a layoff.

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

- a. ~~PTO~~Sick leave
- b. Compensatory time
- ~~Administrative leave~~
- c. Personal holiday
- d. Earned holiday leave
- ~~—~~Vacation

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

~~the employee must first use any accrued paid vacation, compensatory time, and sick leave during a FMLA leave for the employee's own serious health condition or for a seriously ill family member. In addition, the employee must first use any accrued paid vacation or compensatory time, but not sick leave, during FMLA leave to care for a newborn or newly placed child, and no more than 5 paid sick days may be included in FMLA leave taken to care for a seriously ill family member (see sick leave policy). In calculating the number of leave days used as part of the 12/26 week FMLA limit, all paid leave shall be included.~~

9. Short-term Disability: The District makes elective short-term disability insurance coverage available to employees. Short-term Disability 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, Short-term Disability and FMLA may run concurrently.
 - b. Short-term Disability 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.

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 Short-term Disability and FMLA may run concurrently, and to ensure that requested accommodation is necessary and reasonable.

In the event an employee has opted for elective Short-term Disability 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 Short-term Disability policy.

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

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

- a. For example, if the short-term disability coverage provides for 66.67% income replacement (as determined by the policy), the remaining 33.33% 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.

109. ———Defining 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. ~~use one of four 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, 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 a rolling 12 month period measured backward from the last date an employee uses any FMLA leave.~~

110. Return to Work

- a. Upon returning to work, an employee whose FMLA leave was due to the employee's own serious health condition shall provide a release to return to work from his health care provider. In addition, an employee who has been absent due to illness or injury will also be required to undergo a Return to Work / Fitness for Duty Evaluation through a District-appointed physician. In such event, the district shall cover the cost of such examination.
- b. The employee shall be restored to the same position held before the FMLA leave or to an equivalent position with equivalent pay and benefits, unless the employee has been identified as a "key employee,"
- c. Job restoration may be denied in very limited circumstances:
 - 1) If the District can prove that an employee would not still be employed even if the FMLA leave had not been taken (i.e., layoff or completion of a specific project the employee was hired to work), or,
 - 2) e. If the employee is a "key employee," defined as a salaried employee amongst the highest paid ten-percent of all employees, provided that the denial is necessary to prevent substantial and grievous economic injury to the District.

124. 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.

132. Record Keeping Requirements: Records retention for FMLA purposes must be maintained in accord with record keeping requirements of the Fair Labor Standards Act (FLSA). Records must be kept for a minimum of three 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 employer;
- e. Copies of employer notices regarding employee rights and obligations;
- f. Copies of District policies and procedures describing benefits and leave provisions;
- g. Premium payments of employee benefits;
- h. Documents pertaining to disputes regarding designation of FMLA leave. All records relating to medical information must be kept in separate, confidential medical files.

PQ. Retirement

1. URS: 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 Qualifying Employees.

- a. Employees, at their discretion, may choose to retire any time after they are eligible under provisions of the Utah Retirement Act.
- b. 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.
- c. 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.
- d. All employees who have previously participated with URS prior to July 1, 2011 shall be enrolled in the Tier 1 retirement.
- e. Effective July 1, 2011, all existing employees who have not participated and all newly hired employees shall be enrolled with the URS Tier 2 retirement unless previously enrolled within a URS retirement system.
- f. Tier 2 employees must choose between a defined contribution or hybrid

plan which are described below. Employees have one year after employment begins to make this irrevocable choice of plans.

- g. Defined Contribution Plan: The District contribution of 10% will be put into a 401(k) account administered by the URS. Employees in this plan become vested after four years of service.
- h. Hybrid Plan: This plan is a combination defined benefit (pension) and defined contribution.
 - i. As long as the defined benefit rate remains below 10 percent, employees will receive the difference between the 10 percent and the required contribution rate into a 401(k) account administered by the URS.
 - ii. If the defined benefit rate reaches or exceeds 10 percent, employees will no longer receive any of this excess amount into a 401(k) account. In addition, if the defined benefit rate exceeds 10 percent employees will be required to pay the portion of the contribution rate above these rates.
- i. Benefits Paid:
 - a. The amount of benefit paid is determine by your
 - i. Hire date,
 - ii. Age,
 - iii. Years of service credit,
 - iv. Final average salary, and
 - v. A benefit formula designed by the URS
- j. Benefit Protection: The District participates in a Benefit Protection program with URS which allows service credit to continue accruing for both Tier 1 and Tier 2 employees as follows:
 - i. During periods of short-term disability (up to 90 days) credit for service in the URS system will continue while the employee is on short-term disability leave.
 - ii. During periods of long-term disability (90-180 days) credit for service in the URS system will continue while the employee is on long-term disability.
 - iii. Worker's Compensation injury. In the event an employee is involved in an industrial accident and eligible for Worker's Compensation coverage consistent with Section 16 of these

Policies, URS service credit will continue for the employee for the duration of the coverage up to 180 days.

- k. District Board members are considered part-time appointive officers and therefore ineligible for Tier 2 URS benefits.
2. **403(b) Program:** The District provides a 403(b) plan to Qualifying Employees to provide them with the opportunity to save for retirement on a tax-advantaged basis and to provide additional income for retirement. This Plan is a type of retirement plan commonly referred to as a 403(b) plan or Tax Sheltered Annuity (TSA). Any Qualified Employee wishing to participate in the 403(b) program after January 1, 2017 must forego the Cost Of Living (COLA) increase given to employees in the first year of their election. If there is no COLA granted in the 1st year, then the first COLA for which the employee is entitled must be waived to qualify for the District 403(b) contribution. The District shall contribute 3% of the employee's gross wages (excluding allowances and reimbursements) into the 403(b) plan. In an effort to encourage retirement savings by the employees, the District will increase their contribution to 4% of the gross wages if the employee contributes 5% or more of their own wages to the Plan.

QR. Housing/Transportation Allowance:

The District's primary work area is in a high cost of living area which requires employees to either pay a premium for housing or commute longer distances to reside in affordable housing areas. In order to help offset this hardship, the District provides this benefit.

1. Qualifying Employees as defined above, who are NOT assigned a vehicle for emergency purposes shall receive a monthly housing allowance of ~~\$300~~~~250~~ per month payable in installments each bi-weekly pay period.
2. The housing allowance shall be considered an employee benefit; accordingly the amount of the benefit shall be considered as income and reported to the Internal Revenue as such.

R. Employee Clothing Allowance

To ensure employees maintain a professional appearance and are able to meet all safety standards required by their job, an annual clothing allowance is provided by the District.

S. Unemployment Insurance

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

T. Education Assistance

When determined by the General Manager that additional training or education is required for the proper performance of a job, the District shall allow rescheduling of work time together with compensation for time spent in training plus associated expenses.

If a Qualifying Employee desires to enhance their own job skills through training or academic pursuits which are viewed by the General Manager as being directly related to the job or a position to which one may wish to become promoted, and the employee initiates such a request; the District may give consideration in work schedule accommodations and tuition expenses.

Tuition expenses must be budgeted during the District's regular budget process. Employees requesting tuition reimbursement must be employed by the District for a minimum of 2 years. The District may choose to participate at a rate of 50% of education expenses. Education expenses may be taxable by the IRS. Employees with approved educational assistance must enter into a written agreement that upon termination (voluntary or involuntary, except for reduction in force) they will refund to the District monies received for educational assistance based upon the following schedule:

<u>Time Period Between Date Of Termination & Conclusion of Educational Course(s)</u>	<u>Portion Of Expenses Refunded To District</u>
Less Than One Year	100%
One Year, But Less than Two Years	75%
Two Years, But Less Than Three Years	50%
Three Years, But Less Than Four Years	25%
Greater Than Four Years	0%

Qualifying Employees who participate in this benefit shall maintain a 3.0 grade or better in all classes at the end of each term or semester.

U. Adult Designee

If an adult designee of a Qualifying Employee requests benefits under the District's group insurance programs an affidavit will be required stating the following:

1. Qualifying Employee is not currently married. The Adult Designee is not currently married.
2. Employee has shared the same permanent residence with the Adult Designee for not less than 12 continuous months immediately preceding the signing of the Affidavit.
3. Qualifying Employee is 18 years of age or older. The Adult Designee is 18 year of age or older.
4. Qualifying Employee and Adult Designee are not related by blood in a

manner that would prohibit legal marriage.

The Affidavit shall be accompanied by two of the following forms of documentation as to the financial dependence or interdependence between the Qualifying Employee and the Adult Designee:

1. Common ownership of real property or a common leasehold interest in such property;
2. Designation as a beneficiary for life insurance or retirement benefits under the Qualifying Employee's Last Will and Testament; or
3. Assignment of Durable Power of Attorney.

A Qualifying Employee who is afforded this benefit shall immediately file a Declaration of Termination when the Adult Designee is no longer a financially dependent or interdependent of the Qualifying Employee.

A Qualifying Employee who is afforded this benefit shall file a new Affidavit and proof of financial dependence or interdependence of the Adult Designee annually with the General Manager during open enrollment.

False or misleading Affidavits or documentation, as required by this policy, shall subject the Qualifying Employee to disciplinary action up to and including termination of employment and financial responsibility for any benefits paid on behalf of the non-qualified Adult Designee. Cases shall be referred to the Summit County Attorney for consideration of criminal prosecution for fraud.

VU. Benefit Limitation

The benefits described in this section constitute the total and complete benefit package offered and available to all District employees who qualify for participation according to eligibility requirements established by this policy manual.

SECTION 10 - REIMBURSEMENT FOR EXPENSE

A. Travel

Travel expenses associated with authorized trips on District business, for attendance at conventions, conferences, field trips, seminars, educational courses or meetings etc., will be paid by the District. It is the District's policy that the most cost effective travel and training shall be pursued to accomplish the training goals of the District. Actual costs for materials required for the seminar, training courses, etc., will be paid for or reimbursed by the District.

If the employee expends personal funds required for travel, for reasonable expenses, the employee will provide receipts/ledger of expenses to the District upon completion of the trip, but not later than one week after return to normal duties. For specific policies regarding meal reimbursement please see paragraph 6 of this section.

An employee may be accompanied by a spouse or family member on approved District business trips with the understanding that the District will not pay any of the costs incurred by the spouse or be responsible for any liability associated therewith.

The General Manager shall have approval authority for all travel when travel coincides with the employee's professional associations and/or training and has been pre-approved by the Governing Body in the budgeting process. All travel and mileage vouchers shall be signed by the General Manager. In the event the travel expenses for the General Manager exceed \$2,500.00, Board approval must be given.

To accomplish the District's goals the following guidelines and procedures shall be followed for expenditure and reimbursement of travel associated expenses:

1. Public Transportation or Car Rental: The most economical available means of transportation shall be used, considering travel time, fares, convenience and liability. Receipts will be required in the event reimbursement is necessary.
2. Miscellaneous Transportation: Toll charges, parking fees, non-receiptable fares for taxi, buses, etc., shall be reimbursed at actual cost. Fuel, emergency repairs, towing charges, storage fees, etc., for District vehicles will be reimbursed with receipts.
3. If more than one employee from the District is traveling to the same event and/or location by automobile, carpooling in a District vehicle is strongly recommended. If personal transportation is used only one mileage

reimbursement per event/location shall be allowed.

4. Lodging: Receipts will be required in the event reimbursement is necessary. If an employee travels and stays with friends or relatives rather than in a hotel/motel the employee may be reimbursed at the rate of \$40.00 per day without receipts, with prior approval of the General Manager.
5. Personal Transportation: ~~It is the preference of the District that District vehicles be used for any needed business purpose. However, if prior approval is received from the General Manager a personal vehicle may be used. If a personal vehicle is used, but a District vehicle was available (as determined by the General Manager), the reimbursement rate will be at the then current I.R.S. Publication 463 published rate for medical purposes (as of January 1, 2026, this rate is 20.5 cents per mile). If a District vehicle was not available (as determined by the General Manager) the reimbursement rate will bill the then current I.R.S. Publication 463 published rate for business purposes (as of January 1, 2026 this rate is 72.5 cents per mile). Personal vehicles may be used if District vehicles are not available.~~ For travel out-of-state, District vehicles will not be used, unless authorization is obtained from the General Manager. ~~Reimbursement for personal car use shall be at the rate as published in I.R.S. Publication 463 and adjusted yearly.~~
 - a. When two or more employees travel in a private car, only one employee will be reimbursed for vehicle costs.
 - b. Damage to a traveler's personal vehicle occurring during the course of conducting official business should be reported to the employee's Supervisor and the General Manager immediately and Section 7.7 of the District's Administrative Policies should be followed.
 - c. Mileage will be computed using either the state mileage chart, or an online mapping program using the most direct route.
 - d. Reimbursement will not be allowed for commuting between the traveler's place of residence and the office considered the principal place of assignment or for miles traveled for purposes other than official business.
 - e. Computation of mileage should commence from the office considered the principal place of assignment to the point of destination unless the distance from the point of origin other than the principal office to the destination is less.
6. Meals: Meals are allowable on a reimbursable basis for department approved travel outside the District. Use of the per diem rates is the

preferred method for meal reimbursement. Meals shall be reimbursed either at actual cost, or at the per diem schedule presented in the most recent edition of the IRS publication 463, whichever is less.

- a. A traveler is entitled to meals when not staying overnight when:
 - 1) Breakfast - round trip travel is out of District and commences prior to 6:00 a.m.
 - 2) Lunch - when the trip meets one of the following conditions:
 - i) The traveler is on an officially approved trip of such duration as to warrant entitlement to breakfast and dinner.
 - ii) The traveler leaves their "home base" before 11:00 a.m. and returns after 2:00 p.m.
 - 3) Dinner - round trip travel is out of District and arrival back home is later than 7:00 p.m. If meals are provided by a hotel, motel, and/or association, no reimbursement will be made for that meal.

b. Money may be advanced for anticipated expenses.

7. Miscellaneous Expense: Registration fees, incidental supplies, publications, etc., shall be purchased in advance through the District if possible. Receipts will be required for reimbursement of authorized expenses.

8. Non-per diem expenses require receipts to be eligible for reimbursement.

- a. The preferred payment method for non-per diem expenses is shown in preferred order below:
 - District credit card
 - District check

If these options are not available, an employee may use a personal credit card or other personal payment method. The District will not reimburse employees for credit card fees, penalties, or late fees.

9. Non-per diem expenses eligible for reimbursement include:

- a. Registration costs for conferences, seminars, training, or other meetings
- b. However, any part of the registration costs that pay for personal

activities (tours, guest registrations, etc.) will not be reimbursed to the traveler, or the traveler will reimburse the District for these costs if the District prepaid the registration.

- c. Lodging costs shall be paid or reimbursed at the single occupancy rate or at the applicable convention rate. Employees may elect to pay the difference between the single occupancy rates and other rates.
 - d. Car rental cost will be reimbursed at no more than the compact car rate unless special circumstances require a larger vehicle as approved by the General Manager.
10. Travelers may be reimbursed actual out-of-pocket expenses only if the expense was necessary and reasonable considering the travelers' circumstances. Out-of-pocket expenses that may be reimbursed include:
- a. Long-term parking or park and ride facilities.
 - b. Hotel parking.
 - c. Business telephone calls.
 - d. Ground transportation to/from the airport to locations required for District purposes. This includes fares for a taxi, bus, or shuttle, or for highway tolls.
 - e. Other costs incurred by the traveler as approved by the General Manager.

The District will not pay for spouse or companion expenses. Also, the District will not reimburse a traveler for personal expenses for entertainment, sightseeing or non-District-related tours or other activities. Alcoholic beverage expenses will not be reimbursed. It is the responsibility of the employee to distinguish between permitted expenses and unauthorized expenses, as set forth in this policy. Employees should only seek reimbursement for permitted expenses.

11. Counting Business Days for Travel: The traveler's business days include transportation days plus days spent conducting business or attending conferences.
12. Transportation days will be pre-determined by the General Manager based upon reasonable travel time required.
13. Employees who are non-exempt for Fair Labor Standard Act purposes shall be paid eight hours for each day they are traveling, including weekends. If an employee participates in conferences, meetings, or other

business in excess of eight hours in one day, they shall be paid for the amount of time they participate.

DRAFT

SECTION 11 - WORK HOURS

A. Normal Work Day

District offices may be open from 7:00 a.m. through 6:00 p.m., but shall be open to the public from 8:30 a.m. through 5:00 p.m. Monday through Friday.

B. Attendance

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

C. Show up Pay

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

D. Meal Periods

The normal work day shall consist of an unpaid one hour meal period. Employees may take a 1/2 hour unpaid meal period upon approval of the General Manager. No lunch period shall be used to shorten the work day to something less than 8 hours, nor be used to accrue overtime or compensatory time, unless specifically authorized by the department manager and/or General Manager.

E. Rest Periods

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

F. Stand By

A District employee who is required to remain on call on the District's premises or so close thereto that they cannot use the time effectively for their own purposes is working while "on call". An employee who carries a ~~pager or~~ cell phone and is not required to remain on the District's premises but is merely required to ~~notify leave word at their home, with the General Manager, department manager or~~ their immediate supervisor where they may be reached, is not entitled to on call pay.

G. Call Out

An employee who is called out, will receive a minimum of one (1) hour straight time pay. Any employee who is called to work on a day off will receive a minimum of one (1) hour straight time pay.

SECTION 12 - PRODUCTIVE WORK ENVIRONMENT

A. General Conduct

The very nature of governmental service makes public relations one of the most important aspects of the job. The quality of our interactions impacts all employees of the District and the public perception of the District as a whole. Employees are to take every opportunity through the course of performing their job to create "good-will" with 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.

1. Employees are expected to apply themselves to their assigned duties during the full schedule for which they are being compensated.
2. Employees are expected to make prudent and frugal use of District funds, equipment, building and supplies.
3. Employees are expected to observe work place rules. District employees shall comply with all applicable laws, rules and regulations, and District policies. Each employee must have an understanding of the District policies, laws, and rules and regulations that apply to his or her specific role. If an employee is unsure of whether a contemplated action is permitted by District policy, statute, or rules and regulations, he or she should seek the advice of the General Manager and/or legal counsel as appropriate.
4. Employees are to report conditions or circumstances that would prevent them from performing their job effectively or completing assigned tasks.
5. Employees are expected to practice dress and grooming habits which are consistent with the District's purpose and beneficial in promoting a favorable public image. The General Manager is responsible for determining what creates a professional business environment in their department.
6. Success is dependent upon the trust and confidence each employee and control board member earns from co-workers and customers. Employees should adhere to our commitments, and display honesty and integrity in reaching the District's goals.
7. Employees deserve to work in an environment where they are treated with dignity and respect. The District is committed to fostering an open and supportive environment that will allow employees to fulfill their potential,

thereby contributing to the District's success. Accordingly, politeness and reasonableness are required of all District employees. Rudeness, bullying, uncooperativeness, unresponsiveness, and refusal to communicate are unacceptable. All employees are especially cautioned to be polite and helpful when dealing with the general public.

8. Management personnel are responsible for demonstrating, through their conduct, the importance of these Policies by promptly addressing ethical questions or concerns raised by employees, and overseeing compliance with the District's policies. Supervisors should not consider employees' ethical concerns as threats or challenges to their authority, but as an encouraged form of District communication. The District encourages ethics to be a natural part of daily activity.
9. The District is committed to maintaining a healthy environment. A Safety Manual, which is included as part of the overall District Personnel Policy, has been designed to educate employees on the importance of safety in the workplace. All employees should have a copy of this manual.

B. Outside Employment

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

1. The outside employment must not interfere with efficient performance of the employee's District position. In the event the General Manager determines that the outside employment is interfering with the employee's District position, the General Manager shall notify the employee in writing that the outside employment must cease.
2. The outside job must not conflict with the interests of the employee's department or the District.
3. The outside employment must not be the type that would reasonably give rise to conflicting interests or duties.
4. The employee is required to sign a statement (Form HR-11) concerning outside employment, notify the General Manager, and gain approval prior to accepting outside employment.
5. If the General Manager determines that either the employment or payment could reasonably present a real or potential conflict of interest, the General Manager shall deny permission. The General Manager's

decision may not be grieved. Failure to notify the employer and to gain approval is grounds for disciplinary action. Employees may jeopardize their employment with the District through unsatisfactory performance reviews affected by outside employment.

C. Conflict Of Interest

Employees shall not use their District position or any influence, power, authority, confidential information derived there from, or District time, equipment, property, or supplies for private gain. It shall be a violation of District policy for any employee to violate any provision of Utah Code §67-16-1 and §76-8-105. Employees shall not receive outside compensation for their performance of District duties except in cases of:

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

D. Non-competition

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

E. Political Activity

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

provisions:

1. No person shall be denied the opportunity to become an applicant for a position by virtue of political opinion or affiliation.
2. No person employed by the District may be dismissed from service as a result of political opinion or affiliation. When engaged in political activity an employee shall not use District equipment, supplies or resources, or other attendant expenses, electronic storage, paper, computer online and access charges, etc.
3. An employee may voluntarily contribute funds to political groups and become a candidate for public office. The intent of this provision is to allow the individual freedom of political expression, and to allow employees to serve as county party officers and as state or county delegates.
4. No employee may directly or indirectly coerce, command, advise or solicit any employee covered under the personnel system to pay, lend, or contribute part of their salary or compensation or anything else of value to any party, committee, organization, agency or person for political purposes. No Supervisor, employee or the General Manager, whether elected or appointed, may attempt to make any officer's or employee's employment status dependent upon the employee's support or lack of support for any political party, committee, organization, agency, or person engaged in a political activity.
5. No employee may engage in any political activity during the hours of employment nor shall any person solicit political contributions from District employees during hours of employment. Nothing in this section shall preclude voluntary contributions by a District employee to the party or candidate of the employee's choice.
6. Nothing contained in this section shall be construed to permit partisan political activity by any District employee who is prevented or restricted from engaging in such political activity by the provisions of the Federal Hatch Act.

F. Discrimination Based on Protected Categories

1. Discrimination in any form is a serious offense which will not be tolerated.
2. Employees may use the **HOTLINE AT 435-336-3050** for any complaints. If this method is used, the caller must be specific as to who is involved, the date and time of the occurrence(s). Please see paragraph 5 below.
3. Discrimination based on a protected class is defined as discrimination of

any person because of race, color, religious creed, sex, national origin, age, military status, disability, sexual orientation, gender identification or any other factor protected by law.

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

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

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

5. Reporting and Investigating Claims:

- a. If an employee believes they have been subjected to discrimination they should:
 - i) Make a written record of the date, time and nature of the incident, and the names of any witnesses,
 - ii) Report the incident immediately to any of the following: A supervisor in the employee's chain of command, the General Manager, the Personnel Director, or the County Attorney's Office, Civil Division.
 - iii) All incidents must be reported regardless of their seriousness. There shall be no retaliation against an employee who in good faith reports an incident of discrimination or against anyone who provides information about violations. Complaints may be submitted by any individual irrespective of whether the complainant was personally subjected to the offending behavior.
- b. Supervisors who knowingly allow or tolerate any discrimination are in violation of this policy and are subject to disciplinary action up to and including termination of employment. Supervisors must deal quickly and fairly with allegations of discrimination whether or not

there has been a formal complaint. They are responsible to:

- i) Make sure the District's policy is communicated to employees; and
 - ii) Any complaint shall be immediately reported to the Personnel Director so that the matter can be investigated.
- c. The Personnel Director, or their designee, will conduct a fair and impartial review of the discrimination complaint. All such complaints will be handled with as much confidentiality as possible in order to encourage reporting and to protect the privacy of the parties.
 - d. An employee accused of discrimination and facing disciplinary action shall be entitled to receive notice of charges, the evidence to be used against them, and an opportunity to respond before disciplinary action may be taken.

6. Resolution.

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

G. Sexual Harassment

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

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

It is the Policy of the District that:

1. Unlawful discrimination/harassment of coworkers of any type, on or off

duty, based on sex/gender, subtle or otherwise, shall not be tolerated and violators will be subject to disciplinary action up to and including termination.

2. Retaliation or reprisals are prohibited against any employee who opposes a forbidden practice, has filed a charge, testified, assisted or participated in any manner in an investigation proceeding or hearing under this policy.
3. False or bad faith claims regarding sexual harassment shall result in disciplinary action against the accuser.
4. An employee accused of sexual harassment and facing disciplinary action shall be entitled to receive notice of charges, the evidence to be used against them, and an opportunity to respond before disciplinary action may be taken.
5. Records and proceedings of sexual harassment claims, investigations, or resolutions are confidential and shall be maintained separate and apart from the employee's personnel file.
6. All employees, supervisors and management personnel shall receive training on the sexual/gender harassment policy and grievances procedures during orientation and annually during in service training.
7. Prohibited Conduct: Any deliberate, unwanted, or unwelcome behavior of a sex/gender based nature, whether verbal, non-verbal, or physical is prohibited. There are two major categories of sexual/gender harassment:
 - a. Quid Pro Quo the granting or conditioning of tangible job benefits on the grant of sexual favors, and
 - b. Creating a hostile or unwelcome work environment. Creation of a hostile work environment can occur through any or all of the following general means:
 - 1) Level One: Sex Role Stereotyping
 - a) Assignments made or denied solely on the traditional historic perceptions regarding the types of jobs that specific gender may/should perform.
 - b) Comments or written material reinforcing traditional historic perception regarding gender.
 - 2) Level Two: Gender Harassment/Discrimination

- a) Intentional or unintentional behavior/conduct of a visual, verbal, nature directed at a specific gender which is demeaning, ridiculing or derisive of that gender.
 - b) Creating an environment that demonstrates a demeaning, ridiculing or derisive attitude toward a specific gender.
- 3) Level Three: Targeted or Individual Harassment
- a) Intentional behavior predicated on gender or expressing sexuality which is directed at a specific group or individual.
 - b) Offensive conduct may be verbal, visual or physical and includes unwanted physical touching.
- 4) Level Four: Criminal Touching
- a) The intentional unwanted touching of the breasts, buttocks, or genitals of another.
 - b) Forcible sexual abuse.
8. Any employee who is being sexually harassed or who has personal knowledge of clearly offensive conduct may address the issue either through the formal or informal processes described below.
- a. Informal Process: Employees who are experiencing an unwelcome or hostile work environment at levels 1-3 as described above may, if they so desire, choose to address that unwelcome behavior/conduct informally by notifying the individual responsible for the behavior that the behavior is objectionable. That the conduct/behavior is unwelcome and that future similar behavior will result in a formal complaint.
 - b. Employees experiencing sexual harassment at this level are not required to use the informal process and may file a formal complaint if they so desire.
 - 1) This notification may be: orally in person; in writing signed or unsigned; through a supervisor either orally or in writing.
 - 2) The victim may ask the supervisor for assistance in determining what to say and how to approach the offending employee; request the supervisor to accompany the victim when the victim gives the offending employee notice; ask the supervisor to give

- notice to the offending employee, accompanied by the victim; ask the supervisor alone to provide notice to the offending employee.
- 3) If circumstances involve the immediate supervisor, the employee shall seek assistance through the General Manager, Personnel Director or the County Attorney's Office, Civil Division.
- c. Formal Process: Employees who are experiencing an unwelcome or hostile work environment which is clearly offensive or at Level 4 as described above, or who have been subjected to quid pro quo type sexual harassment, should address that unwelcome behavior/conduct through the formal remedial process.
- 1) Complaints shall be in writing and specify the identity of the victim; the identity of the offending employee; the offensive behavior that the offender engaged in; the frequency of the offensive behavior; damage the victim suffered as a result of the offensive behavior; How the victim would like the matter settled; and what the victim would like to see happen.
 - 2) The victim will be allowed a reasonable amount of time during work hours to prepare a formal complaint. The victim should submit formal written complaints to any of the following:
 - a) The General Manager;
 - b) The Personnel Director, or
 - c) County Attorney's Office, Civil Division.
9. Remedies: Employees found guilty of sexual harassment shall face disciplinary action ranging from a letter of reprimand to termination based on all the circumstances of the case, as well as the offending employee's work history. Information contained in the complaint files shall be released only with the written authorization of the victim and the Personnel Director.
10. Records: Information related to any sexual harassment complaint, proceeding, or resolution shall be maintained in separate and confidential sexual harassment complaint files. This information shall not be placed or maintained in any employee's personnel file.
11. Victim Protection: Individual complaints, either verbal or written, are confidential. Victims of alleged sexual harassment shall not be required to confront the accused outside of a formal proceeding. Retaliation or reprisals

are prohibited against any employee who opposed a practice forbidden under this policy, or who has filed a charge, testified, assisted or participated in any manner in an investigation, proceeding or hearing. Any employee engaging in prohibited retaliatory activities shall be subject to disciplinary action up to and including termination. Retaliation is an additional and separate disciplinary offense. Retaliation may consist of, but is not limited to:

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

H. **Drug Free Work Place**

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

1. Testing
 - a. When an applicant has been extended a conditional offer of employment but before beginning work;
 - b. When there is a reasonable suspicion to believe that an employee is in an impaired state;
 - c. When an employee has been involved in an on duty accident and directed by their Supervisor and/or the General Manager;
 - d. On a random basis for employees in safety sensitive positions;
 - e. Return to duty testing;
 - f. Follow up testing.

2. Definitions:

- a. Alcohol - Alcohol is defined as an intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols in methyl and isopropyl alcohol no matter how packaged or in what form the alcohol is stored, utilized or found.
- b. Controlled Substance - Controlled substances are defined as marijuana (THC), cocaine, phencyclidine (PCP), opiates, and amphetamines (including methamphetamine) or any other substances which are included in Title 58, Chapter 37, Utah Controlled Substances Act.
- c. Drug - Any substance recognized as a drug in the United States Pharmacopeia or other drug compendia, including Title 58, Chapter 37 Utah Controlled Substances Act, or supplement to any of those compendia.
- d. Drug Testing - The scientific analysis for the presence of drugs or their metabolites in the human body in accordance with the definitions and terms of this policy.
- e. Random Testing - The unannounced drug testing of an employee in a position requiring a Commercial Driver's License or a Safety Sensitive Position, who was selected for testing by using a method uninfluenced by any personal characteristics other than job category.
- f. Reasonable Suspicion - Knowledge sufficient to induce an ordinarily prudent and cautious individual under the circumstances to believe that a prohibited activity is occurring.
- g. Reasonable Suspicion Testing - An articulated belief based on recorded specific facts and reasonable inferences drawn from those facts that an employee or volunteer is in violation of this drug-free workplace policy.
- h. Positive test - Any test result showing a blood alcohol content of 0.02 or greater or the presence of any controlled substance, its metabolites in the test subject or a sample that has been tampered with.
- i. Refusal to Submit to Testing - Failure to provide adequate breath or urine sample without a valid or verified medical explanation, after the employee has received notice they are being tested and a breath or urine sample is required, or engages in conduct that

clearly obstructs the testing process.

- j. Safety Sensitive Position – Is defined as any position which requires a Commercial Driver’s License, or duties which directly affect the safety of governmental employees, the general public, during the course of performing job duties, including driving District vehicles or operating District equipment.
- k. Return to duty testing - The drug/alcohol testing, with a verified negative test result for controlled substances or their metabolites, of an employee who has been released back to work after seeking help from a rehabilitation program.
- l. Follow-up testing - The drug/alcohol testing of an employee who has sought professional help from a rehabilitation program. The employee shall be tested monthly while under the care of the Substance Abuse Professional and upon release from a rehabilitation program. The employee shall be tested a minimum of six (6) times in the following twelve (12) months following their return to duty. Employees may be subjected to follow up drug/alcohol testing for a period not to exceed sixty (60) months.
 - 1) Follow-up testing beyond one year shall be based on a need assessment provided by a substance abuse professional.
- 3. If the employee seeks help prior to discovery, then confidentiality, job security, and promotional opportunities will be protected. But if the employee does not attempt to seek help and the problem comes to the attention of the District, the employee will be terminated. Discovery begins with the notification when an employee has been notified of a random drug test.
- 4. The extent of District assistance, if an employee comes forward prior to discovery, shall be limited to referral to a community resource program with financial limitations as provided in the District health and medical insurance plan.
- 5. If an employee is under treatment with a drug that alters their ability to perform the essential functions of a specific position, the employee shall be reassigned if a current job opening exists which the employee is qualified.
- 6. The District shall require a final applicant selected for a position with the District to undergo a drug screen test to detect the presence of illegal drugs, controlled substances or their metabolites in the body. Refusal to take such a test shall be grounds for denial of employment. An applicant,

who tests positive for a controlled substance or its metabolites, as defined in the definitions of this policy, shall be denied employment with the District.

7. Employees shall not use, be under the influence of or be in possession of alcohol while on duty, on District premises or while in District vehicles. District premises include buildings, parking lots, grounds and vehicles owned by District or personal vehicles while being used for District business. Under the influence is defined as having blood alcohol content in excess of .02%. This provision does not apply to employees attending events on District or Summit County property during their private (non-working) time where alcohol may be permitted.
8. 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 hours prior to being called in. Employees exercising this option shall have job security and promotional opportunities protected.
9. Employees trafficking, selling, using, possessing or being at the work place under the influence of alcohol, illegal or illegally obtained controlled substances shall be subject to immediate suspension and such conduct may be grounds for termination of employment.
10. 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.
11. Employees performing in Safety Sensitive Positions are subject to random drug/ alcohol tests.
12. The District maintains the right to conduct unannounced inspections of District owned property, vehicles, work stations, equipment, desks, cabinets, etc.
13. 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.
14. Failure to cooperate with these detection methods or inspections is grounds for termination of employment.
15. 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.

16. Employees who are required to operate machinery, including vehicles, and who are under a physician's care and taking prescribed medication which directs the employee not to operate machinery, must disclose the use of such medication immediately to the General Manager.
17. If any alcohol test result shows a blood alcohol content of 0.04% or greater, the employee shall be terminated.
18. 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.
19. If a drug test result shows that the employee has tested positive for a controlled substance, the employee shall be terminated.
20. If an employee tests positive for a controlled substance or the test results show a blood alcohol content of 0.04% or greater, the employee may be referred to a Substance Abuse Professional who shall perform an evaluation at the District's expense, to determine whether the employee has a drug/alcohol problem. This employee may also be provided with information about drug or alcohol treatment programs in the area. The District shall have no obligation or duty to pay for or provide financial assistance for a drug/alcohol treatment program. Referral to treatment creates no protections from other disciplinary actions.
21. Employees may direct any questions regarding this policy to the Personnel Director.

I. Nonsmoking Policy

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

1. The District recognizes that smoking in the work place can adversely affect employees. Accordingly, smoking is restricted at all District facilities.
2. Smoking is prohibited inside all District facilities and vehicles. The facilities manager is responsible for implementing and monitoring smoking regulations, and supervisors/department managers are expected to enforce such regulations. The smoking policy applies to employees during working time and to customers and visitors while on

District premises.

3. Employees who wish to smoke may do so outside of District facilities and vehicles, as long as, they are at least 25' from any entry way, exit, open or closed window or air intake.
4. Employees are expected to exercise common courtesy and to respect the needs and sensitivities of coworkers as regards the smoking policy. However, smokers have a special obligation not to abuse break and work rules. Complaints about smoking issues should be resolved at the lowest level possible, but may be processed through the District's grievance procedure. Employees who violate the policy will be subject to disciplinary action.
5. The District does not discriminate against individuals on the basis of their use of legal products, such as tobacco, if the use occurs during non-working time or off of the District's premises.

J. Serious & Communicable Diseases

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

1. Serious diseases for the purposes of this policy include, but are not limited to, cancer, heart disease, multiple sclerosis, hepatitis, tuberculosis, drug resistant tuberculosis, chronic fatigue syndrome, human immune deficiency virus ("HIV") and acquired immune deficiency syndrome ("AIDS").
2. The District will support, where feasible and practical, educational programs to enhance employee awareness and understanding of serious diseases.
3. Employees afflicted with a serious disease are to be treated no differently than any other employee. However, if the serious disease affects their ability to perform assigned duties, such employees are to be treated like other employees who have disabilities that limit their job performance and will be provided reasonable accommodation as long as there is no undue hardship on District operations.
4. Employees who are diagnosed as having a serious disease and who want an accommodation shall inform their supervisor, the General Manager or the Personnel Director of their condition as soon as possible. Anyone receiving such a report shall respond with compassion and understanding. In addition, they shall review with the employee District

policy on such issues as employee assistance, leaves and disability, infection control, requesting and granting accommodations, the District's continuing expectation regarding the employee's performance and attendance, and available benefits.

5. Employees who have a serious disease and who want an accommodation shall provide the General Manager with any pertinent medical records needed to make decisions regarding job assignments, ability to continue working, or ability to return to work. The District may also require a doctor's certification of an employee's ability to perform job duties safely. Additionally, the District may request that an employee submit to a medical examination if it believes the employee is a health or safety threat to themselves or others.
6. The District will maintain the confidentiality of the diagnosis and medical records of employees with serious diseases, unless otherwise required by law. Information relating to an employee's serious disease will not be disclosed to other employees unless the information is, in the opinion of the General Manager, necessary to protect the health or safety of the employee, coworkers, or others.
7. The District will comply with applicable occupational safety regulations concerning employees exposed to blood or other potentially infectious materials. Universal precautions, engineering and work practice controls, and personal protective equipment will be utilized to limit the spread of diseases in the work place.

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

SECTION 16 - OCCUPATIONAL LAWS

A. Occupational Health & Safety

It is the intent of the District to comply with all applicable rules and regulations pertaining to the Occupation Safety and Health Act as established under Federal Law or Utah State Law. The District takes safety very seriously, and has created a Safety Manual that all employees must review, and acknowledge in writing that they have read, understand and will follow this manual. No job is so important and no service so urgent that time cannot be taken to perform work safely. Equipment, materials and operations must be understood before they are utilized. Unsafe conditions and circumstances involving accidents or the potential for accidents shall be reported immediately to the supervisor and the safety committee compliance officer.

1. The General Manager shall appoint a safety committee compliance officer.
2. The District shall furnish each of its employees a work environment free from recognized hazards that are causing or are likely to cause death or physical harm to such employees and does hereby require that each employee comply with the occupational safety and health standards, orders, rules, and regulations promulgated under the Occupation Safety and Health Act. Compliance with this Act shall be accomplished through the establishment of an occupational safety and health program as outlined herein.
3. All employees are covered under the Worker's Compensation Act (Utah Code §34A-2-101 *et. seq.*) for any injury sustained during the performance of their job. Compensation will be received for any loss sustained on account of such injury or death, and for medical and hospital services, medicines and funeral expenses. No compensation shall be allowed for the first three days after the injury, except for authorized medical, nurse and hospital services, and for medicines and funeral expenses. However, if the temporary disability lasts more than fourteen days, compensation shall then be payable for the first three days.
4. In accordance with law, the General Manager and the safety committee compliance officer shall inspect District facilities semi-annually at a minimum for unsafe conditions and practices, defective equipment and materials, and where such conditions are found, to take appropriate action to correct such conditions immediately. The safety committee compliance officer in conjunction with department heads shall enforce safety regulations and issue such rules as may be necessary to safeguard the health and lives of employees and the public. They shall warn all employees of any known dangerous conditions.

5. An accurate record shall be kept of all accidents involving an injury to an employee while on duty, whether or not time is lost. These records shall at all reasonable times be available to the Industrial Commission or its representatives upon request. Other records shall be kept as requested by the Industrial Commission.
6. The ~~safety committee~~~~compliance officer~~ shall post, in conspicuous places, a listing of telephone numbers or addresses as may be applicable so that necessary help can be obtained in case of an emergency.
7. Supervisors and employees shall be required to insure clean work areas. An excessively littered or dirty work area constitutes an unsafe, hazardous condition of employment and should be remedied within a reasonable amount of time.
8. A report of any on-the-job injury resulting in disability or lost time and or a report of property damage due to accident shall be submitted to the ~~Chief Financial Officer~~~~compliance officer~~, who shall in the event of injury, notify the Workers Compensation carrier who shall notify the Industrial Commission and the affected employee within seven (7) calendar days on a "First Report of Injury" form. Should any sudden or unusual occurrence or change of conditions occur (such as the appearance of toxic or unusual fumes or gases, major equipment failure, explosions, fires, etc.) that might affect the safety or health of District employees or tend to increase the hazards thereof, the Personnel Director or other designated authority shall notify the Industrial Commission of Utah at once. Such notification must be made whether or not any actual injuries result from the above occurrences or changes of conditions. All injuries, no matter how severe, shall be documented using the Employee Injury Report Form {FORM HR-36) and signed by the employee and ~~General Manager~~~~compliance officer~~.
9. No person shall remove, displace, destroy, or carry away any safety device or safeguard provided for use in any place of District employment or interfere with the use of any method or process adopted for the protection of employees. No employees shall refuse or neglect to follow and obey reasonable orders that are issued for the protection of health, life, safety, or welfare of employees. Willful violation of these rules is grounds for disciplinary action or dismissal.
10. Additional information relative to the Occupational Safety and Health Act can be obtained from: The Utah State Industrial Commission.

B. Worker's Compensation

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

1. The Worker's Compensation Coordinator for the District is the Chief Financial Officer~~Finance—Manager~~. The Workers Compensation Coordinator will help employees and their supervisors achieve the goal of assisting injured employees to return to work whenever possible.
2. Injury Reporting: ALL INJURIES, NO MATTER HOW MINOR, MUST BE REPORTED IMMEDIATELY to the employee's supervisor. Supervisors shall report these injuries to the Worker's Compensation Coordinator~~Supervisor~~ within 24 hours of the injury. Forms prescribed by the State Industrial Commission must be completed by the compliance officer within seven (7) days of injury
3. When a work related injury occurs and is reported:
 - a. For serious or life threatening injuries, 911 emergency should be utilized immediately.
 - b. For all other injuries, supervisors should arrange for the employee to be taken to the nearest appropriate medical facility for evaluation and treatment.
4. Consistent with state law, Workers Compensation benefits are provided to all District employees who become injured or contract occupational diseases on the job and cannot perform their normal duties. Eligible workers may receive benefits in various areas which include: hospitalization, medical, disability, permanent loss of body functions, prosthetic devices, and death/burial benefits. The amount and conditions of any such compensation shall be based on applicable provisions of the Worker's Compensation Act
5. Upon resolution of the injury, an employee returning to work after Worker's Compensation leave shall provide a written return to work release from their treating physician stating that the injury has been resolved and the employee may return to work without restrictions, or if restrictions are imposed, the nature, duration and extent of those restrictions. If necessary, the release shall also include a determination as to whether the employee, with reasonable accommodations, can perform the essential functions of their job. Under the ADA, reasonable accommodation will be made in all

return-to-work situations, if doing so will not produce undue hardship on the District. The District may restrict the employee's return to work if the accommodations preclude the employee from fully participating in their job responsibilities.

C. Coordination of Social Security Benefits

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

D. Unemployment Insurance

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

SECTION 17 - MISCELLANEOUS

~~A. Uniform & Equipment Allowance:~~

~~If the District desires to utilize allowances for uniform purchase and maintenance or for non-issued equipment, such expenditures must go through the budget process to assure availability of funds. Such allowances shall apply to entire job classifications.~~

B.A. Gratuities:

Accepting gifts, compensation, or loans -- prohibited.

1. Prohibited actions include:
 - a. Receiving a loan at an interest rate that is substantially lower than the commercial rate then currently prevalent for similar loans; and
 - b. Receiving compensation for private services rendered at a rate substantially exceeding the fair market value of the services.
2. Employees who knowingly receive, accept, take, seek, or solicit, directly or indirectly for themselves or another, a gift exceeding \$50 in value may be disciplined if:
 - a. The gift would tend to improperly influence an employee to depart from the faithful and impartial discharge of the employee's public duties;
 - b. The employee knows or that a reasonable person in that position should know under the circumstances is primarily for the purpose of rewarding the employee for official action taken; or
 - c. An employee recently has been, is now, or in the near future may be involved in any governmental action directly affecting the donor or lender, unless a disclosure of the gift, compensation, or loan and other relevant information has been made.
3. Subparagraph 2 does not apply to:
 - a. An award publicly presented in recognition of public services;
 - b. A bona fide loan made in the ordinary course of business; or
 - c. A political campaign contribution.

C.B. Worksite Wellness Physical Activity and Nutrition:

The District is committed to the wellbeing of our employees by promoting a healthy work environment. Food choices, lifestyle, and environment affect our health. Easy access to healthy foods and beverages, as well as opportunities for physical activity throughout the workday, encourage healthier lifestyles among employees.

1. Physical Activity
 - a. The District encourages employee participation in physical activity during the workday:
 - b. Employees will be allowed thirty minutes per day, for a maximum of three times per week, to engage in physical activity during paid time.
 - i. Employees who do not wish to utilize this physical activity time, are not eligible to use it for other activities.
 - ii. This time shall not be used at the end of the day and may not be accumulated.
 - iii. This time may be combined with the employee's scheduled lunch hour to extend the employee's opportunity for physical activity.
 - iv. Qualified activities include structured programs such as:
 1. aerobics,
 2. walking,
 3. jogging,
 4. biking,
 5. swimming,
 6. strength training,
 7. stretching, and
 8. yoga.
 - v. However, other appropriate exercise programs may be approved by the employee's immediate supervisor.
 1. Contact sports (for example: football, basketball,

rugby, dodge ball, etc.) are not permitted under this policy.

- c. In order to ensure all primary job responsibilities are completed, the time for this activity shall be determined by agreement between the employee and their immediate supervisor. (Employee Request Form is required). Supervisors are encouraged, when possible, to offer a flexible schedule that will accommodate an employee who wishes to participate in physical activity during the workday.

2. Activity Suggestions:

- a. Encourage employees to take a “brain break” by getting up and moving around. A few minutes spent stretching at their desk, walking around the halls, or stepping outside are all appropriate ways to regain focus.
- b. For conferences or extended meetings, include activity breaks in the agenda. Take moments to stand and stretch after sitting for an extended time.
- c. Organize walking meetings for small groups.
- d. Promote alternative commuting; walking, biking, public transportation, and carpooling.
- e. Provide guidance on activities that can be completed while sitting (desk exercises) or in a small area (walking in place).

3. Nutrition

- a. The District will make every effort to provide healthy meals, snacks and beverages during meetings and other District functions.



MEMORANDUM

To: Summit County Council

From: Steve Anderson, CFO

Date: March 19, 2026

Subject: \$18 Million Bond Refunding

Action

District staff (after receiving the recommendation from the Administrative Control Board) requests that the County Council, acting as the governing body of Mountain Regional Water Special Service District, approve all necessary action to issue certain water revenue bonds, for the refunding (refinance) of \$18 million Bank of Utah bonds.

Background

In 2023 the District did a direct placement bond with the Bank of Utah for \$18 million to facilitate the construction of its new administrative office and maintenance facility. At the time the Bank of Utah was offering favorable rates and with the direct placement and the District was able to avoid the additional costs of going to market to offer the water revenue bonds.

\$18 Million Bond Refunding

Due to the decline in interest rates since that time, rates as of today would result in a Net Present Value (NPV) savings of \$2.05 million and drop the District's True Interest Cost (TIC) on the bonds from 5.17% to 4.06%.

Park City, Utah

March 25, 2026

The County Council (the “County Council”) of Summit County, Utah acting as the governing body of the Mountain Regional Water Special Service District, Utah (the “Issuer”), met in regular public session at the Richins Building, 1885 West Ute Boulevard, Park City, Utah, at [6:00 p.m.] on Wednesday, March 25, 2026, with the following members present:

Canice Harte	Chair
Roger Armstrong	Vice Chair
Tonja Hanson	Councilmember
Megan McKenna	Councilmember
Christopher Robinson	Councilmember

Also present:

Shayne Scott	County Manager
Evelyn Furse	County Clerk

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, a Certificate of Compliance with Open Meeting Law with respect to this March 25, 2026 meeting was presented to the County Council, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, was adopted by the following vote:

AYE:

NAY:

The resolution is as follows:

RESOLUTION NO. _____

A RESOLUTION OF THE COUNTY COUNCIL OF SUMMIT COUNTY, UTAH (THE "COUNTY") ACTING AS THE GOVERNING BODY OF THE MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT, UTAH (THE "ISSUER"); AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN \$18,000,000 AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE REFUNDING BONDS, SERIES 2026B (THE "SERIES 2026B BONDS"), IN ONE OR MORE SERIES; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE SERIES 2026B BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE SERIES 2026B BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE SERIES 2026B BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE SERIES 2026B BONDS MAY BE SOLD; DELEGATING TO CERTAIN OFFICERS OF THE ISSUER THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE SERIES 2026B BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; PROVIDING FOR THE POSTING OF A NOTICE BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AUTHORIZING AND APPROVING THE EXECUTION OF A SUPPLEMENTAL INDENTURE, A BOND PURCHASE AGREEMENT AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, pursuant to the provisions of the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the "Refunding Act"), the County Council (the "County Council") of Summit County, Utah acting on behalf of the Mountain Regional Water Special Service District, Utah (the "Issuer"), has authority to issue its Water Revenue Refunding Bonds, Series 2026B (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the Issuer) (the "Series 2026B Bonds") payable from the revenues received by the Issuer from its water system (the "System") for the municipal purposes set forth therein; and

WHEREAS, subject to the limitations set forth herein, the Issuer desires to issue its Series 2026B Bonds to (a) refund certain of its outstanding water revenue bonds, (b) fund a debt service reserve fund, if necessary, and (c) pay costs of issuance of the Series 2026B Bonds, pursuant to this Resolution, and a General Indenture of Trust dated June 1, 2001 and a Supplemental Indenture of Trust (together, the "Indenture"), in substantially the forms presented to the meeting at which this Resolution was adopted and which is attached hereto as Exhibit B; and

WHEREAS, the Refunding Act provides that prior to issuing refunding bonds, an issuing entity must give notice of its intent to issue such bonds; and

WHEREAS, the Issuer desires to post such notice in accordance with the Refunding Act with respect to the Series 2026B Bonds; and

WHEREAS, the County Council desires to approve and authorize the preparation and use of a Bond Purchase Agreement, if needed (the “Bond Purchase Agreement”), to be entered into between the Issuer and a purchaser or purchasers selected by the Issuer for one or more series of the Series 2026B Bonds, in substantially the forms attached hereto as Exhibits C; and

WHEREAS, in order to allow the Issuer flexibility in setting the pricing date of the Series 2026B Bonds to optimize debt service costs to the Issuer, the County Council desires to grant to either the General Manager or Assistant General Manager, or the Chief Financial Officer of the Issuer (together, the “Designated Officers”), the authority to (a) determine whether all or a portion of the Series 2026B Bonds should be sold pursuant to a private placement or a public offering (including via a negotiated underwriting or public bid); (b) approve the principal amounts, interest rates, terms, maturities, redemption features, and purchase price at which the Series 2026B Bonds shall be sold; (c) make any changes with respect thereto from those terms which were before the County Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the “Parameters”); and select the Underwriter(s)/Purchaser(s) for the Series 2026B Bonds.

NOW, THEREFORE, it is hereby resolved by the County Council of Summit County, Utah, acting on behalf of the Mountain Regional Water Special Service District, Utah, as follows:

Section 1. The County Council hereby finds and determines that it is in the best interests of the Issuer and the residents of Issuer to issue not more than Eighteen Million Dollars (\$18,000,000) aggregate principal amount of the Issuer’s Water Revenue Refunding Bonds, Series 2026B (to be issued in one or more series, under one or more indentures and with such other series or title designation(s) as may be determined by the Issuer), to bear interest at a rate of not to exceed five percent (5.0%) per annum, to mature in not more than nineteen (19) years from their dated date or dated dates, and to be sold at a price not less than ninety-nine percent (99%) of the total principal amount thereof, all pursuant to this Resolution, an Indenture to be entered into at the time of issuance of the Series 2026B Bonds in substantially the form attached hereto as Exhibit B, and a Bond Purchase Agreement to be entered into at the time of issuance of the Series 2026B Bonds in substantially the form attached hereto as Exhibit C, and the Issuer hereby declares its intention to issue the Series 2026B Bonds according to the provisions of this Resolution, the Indenture, and the Bond Purchase Agreement, when adopted.

Section 2. The Issuer hereby authorizes and approves the issuance and sale of the Series 2026B Bonds pursuant to the provisions of this Resolution, the Indenture, and the Bond Purchase Agreement to be adopted by the County Council authorizing and confirming the issuance and sale of the Series 2026B Bonds and the final forms of the Indenture and the Bond Purchase Agreement.

Section 3. The Designated Officers are hereby authorized to select the Underwriter/Purchaser and specify and agree as to the method of sale, the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2026B Bonds for and on behalf of the Issuer, provided that such terms are within the

Parameters set by this Resolution. The selection of the method of sale, the selection of the Underwriter/Purchaser, and the determination of the final terms and redemption provisions for the Series 2026B Bonds by the Designated Officers shall be evidenced by the execution of the Bond Purchase Agreement in substantially the form attached hereto as Exhibit C, or a term sheet if the selected Underwriter/Purchaser prefers.

Section 4. In accordance with the provisions of the Refunding Act, a “Notice of Bonds to be Issued” shall be posted as a (1) Class A notice under Section 63G-30-102, Utah Code Annotated 1953, as amended (i) on the Issuer’s official website, (ii) posted on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, and (iii) posted in a public location that is reasonably likely to be seen by residents within the geographical bounds of the Issuer, and (2) as required in Section 45-1-101, Utah Code Annotated 1953, as amended, and shall also cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the principal office of the Issuer for public examination during the regular business hours of the Issuer until at least thirty (30) days from and after the last date of publication thereof. The “Notice of Bonds to be Issued” shall be in substantially the following form:

NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended, that on March 25, 2026, the County Council (the “Council”) of Summit County, Utah, acting on behalf of the Mountain Regional Water Special Service District, Utah (the “Issuer”), adopted a resolution (the “Resolution”) in which it authorized the issuance of the Issuer’s Water Revenue Refunding Bonds, Series 2026B (the “Bonds”) (to be issued in one or more series, under one or more indentures and with such other series or title designation(s) as may be determined by the Issuer).

PURPOSE FOR ISSUING THE BONDS

The Bonds will be issued for the purpose of (a) refunding certain of its outstanding water revenue bonds, (b) funding a debt service reserve fund, if necessary, and (c) paying costs of issuance of the Bonds

REVENUES TO BE PLEDGED

The Bonds are special limited obligations of the Issuer payable from the net revenues of the Issuer’s water system (the “Revenues”).

PARAMETERS OF THE BONDS

The Issuer intends to issue the Bonds in the aggregate principal amount of not more than Eighteen Million Dollars (\$18,000,000), to mature in not more than nineteen (19) years from their dated date or dated dates, to be sold at a price not less than ninety-nine percent (99%) of the total principal amount thereof, and bearing interest at a rate or rates not to exceed five percent (5.0%) per annum. The Bonds are to be issued and sold by the Issuer pursuant to the Resolution, including as part of said Resolution, a General Indenture of Trust and a Supplemental Indenture of Trust (collectively, the “Indenture”), and a Bond Purchase Agreement (the “Bond Purchase Agreement”), which Indenture and Bond Purchase Agreement were before the Council in substantially final forms at the time of the adoption of the Resolution and said Indenture and Bond Purchase Agreement are to be executed by the Issuer in such forms and with such changes thereto as shall be approved by the Issuer; provided that the principal amount, interest rate or rates, maturity, and discount of the Bond will not exceed the maximums set forth above.

A copy of the Resolution, the Indenture, and the Bond Purchase Agreement are on file in the office of Mountain Regional Water Special Service District, 5739 Paintbrush Road, Park City, Utah, where they may be examined during regular business hours of the Issuer from 8:30 a.m. to 5:00 p.m., Monday through Friday, for a period of at least thirty (30) days from and after the date of posting of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the posting of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, the Indenture (but only as it relates to the Bonds), and the Bond Purchase Agreement, or any provision made for the security and payment of the

Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever.

DATED this March 25, 2026.

/s/ Evelyn Furse

County Clerk

Section 5. The Series 2026B Bonds shall recite that they are issued under the authority of the Refunding Act and the form, terms, and provisions of the Series 2026B Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The General Manager and the Issuer's District Clerk are hereby authorized and directed to execute and seal the Series 2026B Bonds and to deliver the Series 2026B bonds to the trustee for authentication. The signatures of the General Manager and the Issuer's District Clerk may be by facsimile or manual execution.

Section 6. The Issuer hereby reserves the right to opt not to issue the Series 2026B Bonds for any reason.

Section 7. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

Section 8. If any provision of this Resolution should be held to be invalid, the invalidity of such provision shall not affect the validity of any other provisions of this Resolution.

Section 9. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this March 25, 2026.

Chair

(SEAL)

Attest and Countersign:

County Clerk

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By: _____
Chair

ATTEST:

By: _____
County Clerk

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Evelyn Furse, the undersigned County Clerk of Summit County, Utah (the “County”), do hereby certify, according to the records of the County in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the March 25, 2026, public meeting held by the County Council of the County (the “County Council”) as follows:

(a) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted in a public location within the County that is reasonably likely to be seen by residents of the County at least twenty-four (24) hours prior to the convening of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the County’s official website at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1 to be posted on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2025 Annual Meeting Schedule for the County Council (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the County Council to be held during the year, by causing said Notice to be (i) posted in a public location within the County that is reasonably likely to be seen by residents of the County, (ii) posted on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, and (iii) posted on the County’s official website, during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this March 25, 2026.

(SEAL)

County Clerk

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

ANNUAL MEETING SCHEDULE

EXHIBIT B
FORM OF INDENTURE

EXHIBIT C

FORM OF BOND PURCHASE AGREEMENT

BOND PURCHASE CONTRACT

\$[PAR]
Mountain Regional Water Special Service District, Utah
Water Revenue Refunding Bonds,
Series 2026B

[_____], 2026

Mountain Regional Water
Special Service District
5739 Paintbrush Road
Park City, Utah

The undersigned, [Underwriter], as the underwriter of the hereinafter defined Series 2026B Bonds (the “Underwriter”), acting on its own behalf and not as fiduciary or agent for you, offers to enter into this Bond Purchase Contract (the “Purchase Contract”) with Mountain Regional Water Special Service District, Utah (the “Issuer”) which, upon the acceptance by the Issuer of this offer, shall be in full force and effect in accordance with its terms and shall be binding upon you and the Underwriter.

This offer is made subject to your acceptance and approval on or before 11:59 p.m. Utah Time, on the date hereof. Terms not otherwise defined herein shall have the same meanings as are set forth in the hereinafter referred to Official Statement.

ARTICLE I.

SALE, PURCHASE AND DELIVERY

Section 1.1 (a) On the basis of the representations, warranties and agreements contained herein and upon the terms and conditions herein set forth, the Underwriter hereby agrees to purchase, and the Issuer hereby agrees to sell to the Underwriter, all, but not less than all, of the Issuer’s \$[PAR] aggregate principal amount of Water Revenue Refunding Bonds, Series 2026B (the “Series 2026B Bonds”), at a purchase price of \$[_____] (representing the principal amount of the Series 2026B Bonds, plus a [net] reoffering premium of \$[_____] and less an Underwriter’s discount of \$[_____]) plus accrued interest, if any, from their dated date to the Closing Date (as hereinafter defined). The Series 2026B Bonds will mature on the dates and in the amounts and bear interest at the rates per annum as set forth in Exhibit A hereto.

(b) The Series 2026B Bonds shall be as described in the Official Statement dated [_____], 2026, of the Issuer relating to the Series 2026B Bonds (together with all appendices thereto, the “Official Statement”), shall be issued and secured under and pursuant to (i) the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the “Act”), and other applicable provisions of law; (ii) a General Indenture of Trust dated as of June 1, 2001 (the “General Indenture”), as heretofore supplemented and amended, and as further supplemented by a Seventeenth Supplemental

Indenture of Trust dated as of _____ 1, 2026 (the “Seventeenth Supplemental Indenture” and together with the General Indenture, the “Indenture”) each by and between the Issuer and Zions Bancorporation, National Association, as trustee (the “Trustee”); and all as authorized pursuant to a resolution adopted by the County Council of Summit County (the “County Council”) acting on behalf the Issuer on _____, 2026 (the “Resolution”). The Series 2026B Bonds are payable from and secured solely by payable from and secured solely by the Net Revenues (as further defined in the Indenture). The Series 2026B Bonds are being issued pursuant to the Resolution, the Indenture, and the Act.

(c) The Series 2026B Bonds are being issued for the purpose of (a) refunding certain of its outstanding water revenue bonds, (b) fund a debt service reserve fund, if necessary, and (c) pay costs of issuance of the Series 2026B Bonds.

(d) The Indenture, the Series 2026B Bonds, the Resolution, and the Continuing Disclosure Undertaking (defined below), and this Purchase Contract are sometimes referred to collectively herein as the “Transaction Documents.”

(e) The Underwriter agrees to make an initial public offering of the Series 2026B Bonds at the offering prices or yields set forth on the inside front cover page of the Official Statement. The Underwriter may, however, change such initial offering prices or yields as it may deem necessary in connection with the marketing of the Series 2026B Bonds and offer and sell the Series 2026B Bonds to certain dealers (including dealers depositing the Series 2026B Bonds into investment trusts) and others at prices lower than the initial offering prices or yields set forth in the Official Statement. The Underwriter also reserves the right (i) to over-allot or effect transactions that stabilize, maintain or otherwise affect the market prices of the Series 2026B Bonds and (ii) to discontinue such transactions, if commenced, at any time without prior notice.

Section 1.2 (a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2026B Bonds and shall execute and deliver to the Issuer at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2026B Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the Series 2026B Bonds may be taken on behalf of the Issuer by the Issuer’s municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer’s municipal advisor.

(b) Except as otherwise set forth in Exhibit A attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Series 2026B Bonds (the “10% test”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Series 2026B Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2026B Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Series 2026B Bonds of that maturity to the public. That reporting obligation shall continue,

whether or not the Closing Date (as defined herein) has occurred, until either (i) the Underwriter has sold all Series 2026B Bonds of that maturity or (ii) the 10% test has been satisfied as to the Series 2026B Bonds of that maturity; provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Issuer or bond counsel. For purposes of this Section, if Series 2026B Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Series 2026B Bonds.

(c) The Underwriter confirms that it has offered the Series 2026B Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Series 2026B Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2026B Bonds, the Underwriter will neither offer nor sell unsold Series 2026B Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2026B Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Series 2026B Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Series 2026B Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Series 2026B Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2026B Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Series 2026B Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon

request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Series 2026B Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2026B Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Series 2026B Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2026B Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2026B Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2026B Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Series 2026B Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Issuer acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Series 2026B Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2026B Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026B Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Series 2026B Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2026B Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026B Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2026B Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026B Bonds.

(f) The Underwriter acknowledges that sales of any Series 2026B Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2026B Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2026B Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2026B Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2026B Bonds to the public),

(iii) a purchaser of any of the Series 2026B Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Purchase Contract by all parties.

Section 1.3 (a) By acceptance and approval of this Purchase Contract, the Issuer hereby authorizes the use of the Official Statement. The Issuer hereby agrees to provide to the Underwriter within seven business days of the date hereof and not later than one business days before the Closing Date, the Official Statement in sufficient number and form to enable the Underwriter to comply with the requirements of paragraph (b)(4) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”), and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

(b) The Issuer has heretofore “deemed final” the Preliminary Official Statement dated [_____], 2026, and relating to the Series 2026B Bonds (the “Preliminary Official Statement”) for purposes of paragraph (b)(1) of Rule 15c2-12 and the Issuer acknowledges and ratifies the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Series 2026B Bonds.

(c) In order to assist the Underwriter in complying with paragraph (b)(5) of Rule 15c2-12, the Issuer will undertake, pursuant to a Continuing Disclosure Undertaking (the “Continuing Disclosure Undertaking”), to be dated as of the Closing Date to provide annual reports and notices of certain events. A form of the Continuing Disclosure Undertaking is set forth as [Appendix D] to the Preliminary Official Statement and will also be set forth as [Appendix D] to the Official Statement.

Section 1.4 At approximately 9:30 a.m., Utah time, on [_____], 2026, or on such other date as shall be agreed upon in writing by the Issuer and the Underwriter (the “Closing Date”), the Issuer will cause the Series 2026B Bonds to be delivered to or for the account of the Underwriter in definitive form, duly executed and authenticated, at such place designated by the Underwriter and will deliver to the Underwriter the other documents herein mentioned at the offices of Bond Counsel, or such other location as may be mutually agreed upon by the Issuer and the Underwriter. The Underwriter will accept such delivery and pay the purchase price of the Series 2026B Bonds as set forth in paragraph 1.1(a) hereof by wire transfer, payable in federal funds or other immediately available funds to the order of the Trustee (such delivery and payment are herein called the “Closing”). The Series 2026B Bonds shall be initially issued in the form of one fully registered Bond for each maturity of the Series 2026B Bonds, shall be registered in the name of Cede & Co., as nominee for The Depository Trust Company (“DTC”), and shall be made available to DTC or its agent for the account of the Underwriter in New York, New York (or such other place designated by the Underwriter).

ARTICLE II.

REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF ISSUER

By its acceptance hereof, the Issuer represents and warrants to and covenants with the Underwriter that:

Section 2.1 The Issuer is a political subdivision and body politic duly organized and existing under the laws of the State of Utah with full power and authority to consummate the transactions contemplated by the Transaction Documents, including the execution, delivery and/or approval of all documents and agreements referred to herein or therein.

Section 2.2 The County Council of the Issuer has duly adopted the Resolution, has duly authorized and approved the distribution of the Preliminary Official Statement and the Official Statement, and has duly authorized and approved the execution and delivery of, and the performance by the Issuer of the obligations on its part contained in the Transaction Documents and, as of the Closing Date, each will be in full force and effect and, as of the Closing Date, neither the Resolution nor any of the Transaction Documents will have been amended, supplemented, rescinded, repealed or otherwise modified except with the approval of the Underwriter.

Section 2.3 The adoption of the Resolution, the execution and delivery of the Transaction Documents, the compliance by the Issuer with the provisions of any or all of the foregoing documents, and the application of the proceeds of the Series 2026B Bonds for the purposes described in the Official Statement do not and will not conflict with or result in the

material breach of any of the terms, conditions or provisions of, or constitute a default under, any existing law, court or administrative regulation, decree or order, agreement, indenture, mortgage, lease or instrument to which the Issuer is a party or by which the Issuer or any of its property is or may be bound.

Section 2.4 The Issuer has duly authorized all necessary action to be taken by it for the adoption of the Resolution; the issuance and sale of the Series 2026B Bonds by the Issuer upon the terms and conditions set forth herein, in the Official Statement, and the Transaction Documents; and the execution, delivery and receipt of the Transaction Documents, and any and all such agreements, certificates and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, effectuate and consummate the transactions contemplated hereby and by the Official Statement, including but not limited to such certifications as may be necessary to establish and preserve the excludability from gross income for federal income tax purposes of interest on the Series 2026B Bonds.

Section 2.5 Except as described in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against the Issuer, or to the knowledge of the Issuer, any meritorious basis therefor, (a) wherein an unfavorable decision, ruling or finding would have a material adverse effect on the Net Revenues, the Series 2026B Project, or the financial condition of the Issuer; (b) affecting the existence of the Issuer or the titles of its officers to their respective offices; (c) seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2026B Bonds or the Net Revenues pledged pursuant to the Indenture; (d) in any way contesting or affecting the validity or enforceability of the Series 2026B Bonds or any of the Transaction Documents or the transactions contemplated thereby; (e) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement; or (f) contesting the powers of the Issuer or any authority for the issuance of the Series 2026B Bonds or the execution and delivery of any of the Transaction Documents.

Section 2.6 When delivered to and paid by the Underwriter at the Closing in accordance with the provisions of this Purchase Contract, the Series 2026B Bonds will have been duly authorized, executed, issued and delivered and will constitute valid and binding special limited obligations of the Issuer in conformity with, and entitled to the benefit and security of the Indenture.

Section 2.7 The Issuer is not in breach of or in default under any material existing law, court or administrative regulation, decree or order, ordinance, resolution, agreement, indenture, mortgage, lease, sublease or other instrument to which the Issuer is a party or by which the Issuer or its property is bound; and the execution and delivery of the Series 2026B Bonds, the Transaction Documents, and this Purchase Contract, and compliance with the provisions thereof, will not conflict with or constitute a material breach or a default under any law, administrative regulation, judgment, decree, loan agreement, mortgage, indenture, deed of trust, note, resolution, agreement or other instrument to which the Issuer or its property is or may be bound.

Section 2.8 No event has occurred or is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under the Transaction Documents, or which could have a material adverse effect on the financial condition of the Issuer,

receipt by the Issuer of the Net Revenues, or the transactions contemplated by the Transaction Documents, or have a material adverse effect on the validity or enforceability in accordance with their respective terms of the Transaction Documents or this Purchase Contract or in any way adversely affect the existence or any powers of the Issuer or the titles of its officers to their respective positions or the excludability from gross income for federal income tax purposes of interest on the Series 2026B Bonds.

Section 2.9 The information contained in the Preliminary Official Statement (except as changed by the Official Statement) was, as of its date and as of the date hereof, and the information in the Official Statement will be, as of the Closing Date, true and correct in all material respects. The Preliminary Official Statement does not contain, and the Official Statement, as of its date and as of the Closing Date, will not contain any untrue statement of a material fact, and the Preliminary Official Statement does not omit and the Official Statement, as of its date and as of the Closing Date, will not omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not be deemed to cover or apply to (x) information provided to the Issuer in writing by the Underwriter and included on the inside front cover page of the Preliminary Official Statement or the Official Statement regarding the principal amount, interest rates, maturities and initial public offering prices of the Series 2026B Bonds or (y) statements in the Preliminary Official Statement or the Official Statement under the captions [“THE SERIES 2026B BONDS—Book-Entry-Only System,” “UNDERWRITER,” and “APPENDIX F.”]

Section 2.10 The Issuer will not take or omit to take any action which will in any way cause the proceeds from the sale of the Series 2026B Bonds to be applied or result in such proceeds being applied in a manner inconsistent with the Transaction Documents.

Section 2.11 The Issuer hereby authorizes the use of the Official Statement, including all amendments and supplements thereto, by the Underwriter in connection with the public offering and sale of the Series 2026B Bonds and consents to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering and sale of the Series 2026B Bonds.

Section 2.12 The Issuer agrees to reasonably cooperate with the Underwriter in any endeavor to qualify the Series 2026B Bonds for offering and sale under the securities or “Blue Sky” laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the Issuer shall not be required with respect to the offer or sale of the Series 2026B Bonds to file written consent to suit or to file written consent to service of process in any jurisdiction. The Issuer hereby consents to the use of the Official Statement by the Underwriter in obtaining such qualification.

Section 2.13 If between the date of this Purchase Contract and 25 days following the “end of the underwriting period” (which the Issuer can assume is the Closing Date unless otherwise notified in writing by the Underwriter) any event shall occur which might or would cause the Official Statement to contain any untrue statement of a material fact or to omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstance under which they were made, not misleading, the Issuer shall notify the Underwriter

and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer will supplement or amend the Official Statement in a form and in a manner approved by the Underwriter. If the Official Statement is amended or supplemented subsequent to the date hereof and prior to the Closing, the Underwriter may terminate this Purchase Contract by notification to the Issuer at any time prior to the Closing if, in the reasonable judgment of the Underwriter, such amendment or supplement has or will have a material adverse effect on the marketability of the Series 2026B Bonds.

Section 2.14 When executed by the respective parties thereto, this Purchase Contract and the Transaction Documents will constitute legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms except that the rights and obligations under the Transaction Documents, and this Purchase Contract are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State of Utah.

Section 2.15 The Issuer has complied, and will at the Closing be in compliance in all respects, with the obligations on its part contained in the Transaction Documents and this Purchase Contract and any and all other agreements relating thereto.

Section 2.16 Each representation, warranty or agreement stated in any certificate signed by any officer of the Issuer and delivered to the Underwriter at or before the Closing shall constitute a representation, warranty, or agreement by the Issuer upon which the Underwriter shall be entitled to rely.

Section 2.17 Except as described in the Official Statement, the Issuer has not otherwise pledged or assigned the Net Revenues other than to secure and pay the Series 2026B Bonds and the Series 2026B Bonds enjoy a first lien and pledge on the Revenues.

Section 2.18 The Issuer has never failed to pay principal and interest when due on any of its bonded indebtedness or other obligations nor has the Issuer ever failed to appropriate sufficient amounts to timely pay any of its lease obligations;

Section 2.19 The Issuer's audited financial statements as of, and for the year ended June 30, 2025, which are included in the Preliminary Official Statement and the Official Statement, present fairly the financial position of the Issuer and the results of its operations and changes in financial position for the year then ended; any other statements and data submitted in writing by the Issuer to the Underwriter in connection with this Purchase Contract are true and correct in all material respects as of their respective dates; except as described in the Official Statement and except as otherwise disclosed by the Issuer to the Underwriter, since June 30, 2025, there has been no material adverse change in the condition, financial or otherwise, of the Issuer from that set forth in the audited financial statements as of and for the year ended that date, and the Issuer has not since June 30, 2025, incurred any material liabilities, directly or indirectly, whether or not arising in the ordinary course of its operations;

Section 2.20 Except as disclosed in the Official Statement, during the last five years, the Issuer has not failed to materially comply with any previous continuous disclosure undertaking pursuant to Rule 15c2-12.

Section 2.21 The Issuer will not take or omit to take any action that will in any way cause the proceeds from the sale of the Series 2026B Bonds to be applied or result in such proceeds being applied in a manner inconsistent with the Indenture.

ARTICLE III.

UNDERWRITER'S CONDITIONS

Section 3.1 The Underwriter has entered into this Purchase Contract in reliance upon the representations and warranties of the Issuer contained herein, and in reliance upon the representations and warranties to be contained in the documents and instruments to be delivered prior to and at the Closing and upon the performance by the Issuer of its obligations hereunder, as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter's obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Series 2026B Bonds shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions:

(a) At the time of Closing for the Series 2026B Bonds, (1) the Transaction Documents shall be in full force and effect and shall not have been revoked, rescinded, repealed, amended, modified or supplemented, except as therein permitted or as may have been agreed to in writing by the Underwriter, and (2) the Issuer shall have duly adopted and there shall be in full force and effect such resolutions and ordinances as, in the opinion of Gilmore & Bell, P.C., bond counsel to the Issuer ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby.

(b) At the time of the Closing, the Official Statement shall not have been supplemented or amended, except in any such case as otherwise provided in this Purchase Contract or as may have otherwise been agreed to in writing by the Underwriter.

(c) The Underwriter may terminate its obligations hereunder by written notice to the Issuer if, at any time subsequent to the date hereof and on or prior to the Closing Date:

(i) the marketability of the Series 2026B Bonds or the market price thereof, in the opinion of the Underwriter, has been materially adversely affected by an amendment to the Constitution of the United States or by any legislation (A) enacted by the United States Congress, (B) recommended to the Congress for passage by the President of the United States or the Treasury Department of the United States, or (C) officially presented by any member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives for formal action by such Committee, or officially presented as an option for formal consideration by either such Committee,

by the staff of such Committee or by the staff of the Joint Committee on Taxation of the United States Congress, favorably reported for passage to either House of the Congress by any Committee of such House to which such legislation has been referred for consideration, or by the occurrence of any other Congressional action, but only, however, if the occurrence of any of the foregoing events is generally accepted by the municipal bond market as potentially affecting the federal tax status of the Issuer, its property or income, or the interest on its bonds or notes (including the Series 2026B Bonds) by any decision of any court of the United States or by any ruling or regulation (final, temporary or proposed) on behalf of the Treasury Department of the United States, the Internal Revenue Service or any other authority of the United States affecting the federal tax status of the Issuer, its property or income, or the interest on its bonds (including the Series 2026B Bonds);

(ii) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter, to the effect that obligations of the general character of the Series 2026B Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended (the "Securities Act"), or that the Indenture is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering or sale of obligations of the general character of the Series 2026B Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(iii) the State of Utah shall have taken any action, whether administrative, legislative, judicial or otherwise, which would have a material adverse effect on the marketing or sale of the Series 2026B Bonds, including any action relating to (i) the tax-exempt status under Utah law of the interest to be received by any owner of the Series 2026B Bonds, or (ii) a limitation on the ability of the Issuer to collect Revenues;

(iv) any state blue sky or securities commission or other governmental agency or body shall have withheld registration, exemption or clearance of the offering of the Series 2026B Bonds as described herein, or issued a stop order or similar ruling relating thereto;

(v) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crises, financial or otherwise, or the material escalation of such calamity or crisis, the effect of which, in the reasonable judgment of the Underwriter, would make it impracticable for the Underwriter to market the Series 2026B Bonds or to enforce contracts for the sale of the Series 2026B Bonds;

(vi) there shall have occurred the declaration of a general banking moratorium by any authority of the United States or the States of New York or Utah;

(vii) there shall be in force a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any governmental authority having jurisdiction; or the New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Series 2026B Bonds or as to obligations of the general character of the Series 2026B Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(viii) any rating of the Issuer's obligations (including the Series 2026B Bonds) shall have been downgraded or withdrawn by a national rating service, or any notice shall have been given of any intended downgrading, suspension, withdrawal or negative change in credit watch status by any national rating service, and such action, in the opinion of the Underwriter, will materially adversely affect the market price of the Series 2026B Bonds;

(ix) there shall have occurred since the date of this Purchase Contract any materially adverse change in the affairs or financial condition of the Issuer which, in the reasonable opinion of the Underwriter, has or will have a material adverse effect on the marketability of the Series 2026B Bonds;

(x) the purchase of and payment for the Series 2026B Bonds by the Underwriter, or the resale of the Series 2026B Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission; or

(xi) an event shall have occurred which in the reasonable opinion of the Underwriter requires the preparation and publication of a supplement or amendment to the Official Statement which has or will have a material adverse effect on the marketability of the Series 2026B Bonds or the market price thereof.

(d) At or prior to the Closing, the Underwriter shall receive the following:

(i) The approving opinion of Gilmore & Bell, P.C., Bond Counsel, dated the Closing Date, in substantially the form attached as [Appendix E] to the Official Statement;

(ii) The letter of Gilmore & Bell, P.C., as disclosure counsel to the Issuer, dated the Closing Date and addressed to the Underwriter, in standard form for similar transactions;

(iii) The opinion of the County Attorney, as counsel for the Issuer, in standard form for similar transactions and satisfactory to Bond Counsel and the Underwriter;

(iv) The Issuer's certificate, dated the Closing Date, signed by the County Council Chair and the County Clerk of the Issuer and in form and substance satisfactory to the Underwriter and Bond Counsel, to the effect that (A) the representations of the Issuer herein are true and correct in all material respects as of the Closing Date as if made on the Closing Date; (B) except as disclosed in the Official Statement, no litigation is pending or, to the best of their knowledge, threatened against the Issuer (i) to restrain or enjoin the issuance or delivery of any of the Series 2026B Bonds or the collection of Revenues pledged under the Indenture, (ii) in any way contesting or affecting the authority for the issuance of the Series 2026B Bonds or the adoption of the Resolution or the execution and delivery of the Transaction Documents, the validity or enforceability of the Series 2026B Bonds and the Transaction Documents, or the excludability from gross income for federal income tax purposes of interest on the Series 2026B Bonds, (iii) questioning or challenging any power of the Issuer, including its ability to levy taxes, (iv) in any way contesting the organization, existence or powers of the Issuer or the titles of its officers to their respective offices, or (v) contesting or attempting to restrain or enjoining the application of the proceeds thereof or the payment, collection or application of the Revenues or the pledge of the Revenues, or of other moneys, rights and interests pledged pursuant to the Indenture or the adoption of the Resolution; (C) the descriptions and information contained in the Official Statement relating to the Issuer, its organization and financial and other affairs, and the application of the proceeds of sale of the Series 2026B Bonds are correct in all material respects, as of the date of the Official Statement and as of the Closing Date; (D) such descriptions and information, as of the date of the Official Statement did not, and as of said Closing Date do not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; (E) no event affecting the Issuer has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purpose for which it is to be used or that is necessary to be disclosed therein in order to make the statements and information therein not misleading in any material respect; (F) the Transaction Documents have been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the other parties thereto, the Transaction Documents constitute legal, valid and binding agreements of the Issuer enforceable in accordance with their respective terms except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights and by the availability of equitable remedies; (G) the Resolution authorizing the execution and delivery of the Transaction Documents has been duly adopted and has not been modified, amended or repealed; and (H) the execution and delivery of the Transaction Documents and this Purchase Contract and compliance with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the Issuer a

breach of or default under any indenture, mortgage, deed of trust, agreement or other instrument to which the Issuer is a party or any law, public administrative rule or regulation, court order or consent decree to which the Issuer is subject;

(v) Copies of each of the Resolution and the Transaction Documents, duly executed by each of the parties thereto;

(vi) Copies of the Tax Certificate of the Issuer, relating to matters affecting the excludability from gross income for federal income tax purposes of interest on the Series 2026B Bonds, including the use of proceeds of sale of the Series 2026B Bonds and matters relating to arbitrage rebate pursuant to Section 148 of the Code and the applicable regulations thereunder, in form and substance satisfactory to Bond Counsel;

(vii) A copy of the Preliminary Official Statement and the Official Statement;

(viii) Evidence satisfactory to the Underwriter that the Series 2026B Bonds have received a rating of “[_____]” from [S&P Global Ratings];

(ix) All documents, certificates and opinions required by the Indenture; and

(x) Such additional legal opinions, certificates, instruments and other documents as the Underwriter or Bond Counsel may reasonably request.

All the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriter, and the Underwriter shall have the right to waive any condition set forth in this Section.

ARTICLE IV.

EXPENSES

The Issuer acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Series 2026B Bonds. The Underwriter shall be under no obligation to pay and the Issuer shall pay or cause to be paid the expenses incident to the performance of the obligations of the Issuer hereunder including but not limited to (a) the fees and disbursements of any counsel, financial advisors, accountants or other experts or consultants retained by the Issuer; (b) the fees and disbursements of Bond Counsel and Disclosure Counsel; (c) the fees of the rating agencies; (d) costs associated with the Official Statement and the Preliminary Official Statement; (e) Trustee fees; [(f) the fee of Underwriter’s counsel]; and (g) advertising costs and travel expenses.

The Underwriter shall pay (from the expense component of the Underwriter’s discount) and the Issuer shall be under no obligation to pay all expenses incurred by it in connection with

the initial purchase of the Series 2026B Bonds, including any costs or expenses related to CUSIP Service Bureau fees, and a continuing disclosure undertaking compliance review. The Issuer acknowledges that a portion of the Underwriter's underwriting discount is intended to reimburse the Underwriter for any incidental expenses (including, but not limited to, transportation, lodging and meals of Issuer and Underwriter personnel) incurred by the Underwriter (on behalf of Underwriter personnel and Issuer personnel and advisors, as applicable) in connection with the execution of the transaction contemplated by this Purchase Contract.

ARTICLE V.

[ROLE OF THE UNDERWRITER; RELATED DISCLOSURES]

Section 5.1 [The Issuer hereby acknowledges and agrees that:

(a) the Underwriter has heretofore provided the Issuer an engagement letter (the "Engagement Agreement"), setting forth the role and responsibilities of the Underwriter in connection with the offering of the Series 2026B Bonds and making disclosures pertinent thereto, which disclosures have previously been and are hereby acknowledged by the Issuer; and

(b) the Issuer has heretofore acknowledged in the Engagement Agreement and hereby acknowledges and agrees that:

(i) Municipal Securities Rulemaking Board ("MSRB") Rule G-17 requires the Underwriter to deal fairly at all times with both municipal issuers and investors;

(ii) the primary role of the Underwriter, as underwriter, is to purchase securities, for resale to investors, in an arm's length, commercial transaction with the Issuer, and the Underwriter has financial and other interests that differ from those of the Issuer;

(iii) the Underwriter is acting solely as a principal and are not acting as a municipal advisor, financial advisor or fiduciary to the Issuer and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters);

(iv) the only obligations the Underwriter has to the Issuer with respect to the transaction contemplated hereby are expressly set forth in this Purchase Contract;

(v) the Issuer has consulted with its own financial and/or municipal, legal, accounting, tax, financial and other advisors, as applicable, to the extent it deemed appropriate in connection with the issuance and offering of the Series 2026B Bonds;

(vi) the Underwriter has a duty to purchase securities from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and

(vii) the Underwriter will review the Official Statement in accordance with, and as part of, its responsibilities under the federal securities law, as applied to the facts and circumstances of the transaction. However, the Issuer has primary responsibility for disclosure to investors. Accordingly, the Underwriter's review of the Official Statement should not be construed by the Issuer as a guarantee of the accuracy or completeness of the information in the Official Statement.]

Section 5.2 The Underwriter represents and warrants that it is not currently engaged in a boycott of the State of Israel or an economic boycott of a boycotted company, as such terms are defined in the immediately succeeding two sentences. As currently defined in Section 63G-27-102(5) of the Utah Code, “economic boycott” means an action targeting a “boycotted company” with the intention of penalizing or inflicting economic harm to such company. Furthermore, as currently defined in Section 63G-27-102(3) of the Utah Code “boycotted company” means a company that (1) engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture, (2) engages in, facilitates, or supports the manufacture, distribution, sale, or use of firearms, (3) does not meet or commit to meet environmental standards, including standards for eliminating, reducing, offsetting, or disclosing greenhouse gas-emissions, beyond applicable state and federal law requirements or (4) does not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures. The Underwriter covenants and agrees not to engage in a boycott of the State of Israel or an economic boycott of a boycotted company for the duration of any contractual arrangement with the Issuer, including this Purchase Contract.

ARTICLE VI.

GENERAL

Section 6.1 Any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to the Underwriter at [_____], Attention: [_____]. Any notice or other communication to be given to the Issuer under this Purchase Contract may be given by delivering the same in writing to Mountain Regional Water Special Service District, 5739 Paintbrush Road, Park City, Utah 84098, Attention: District Manager, with a copy thereof to Issuer’s counsel, Dave Thomas, Summit County Attorney, 60 N. Main Street, Coalville, Utah 84017. This Purchase Contract is made solely for the benefit of the Issuer and the Underwriter (including its successors or assigns) and no other person shall acquire or have any right hereunder or by virtue hereof. All the representations, warranties, covenants and agreements contained herein shall remain operative and in full force and effect and shall survive delivery of and payment of the Series 2026B Bonds hereunder and regardless of any investigation made by the Underwriter or on their behalf.

Section 6.2 This Purchase Contract shall be governed by the laws of the State of Utah.

Section 6.3 This Purchase Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.4 Each party hereto acknowledges and agrees that it may execute this Purchase Agreement, and any variation or amendment hereto, using Electronic Signatures, as hereinafter defined. Such Electronic Signatures are intended to authenticate this writing and to have the same force and effect as handwritten signatures.

“Electronic Signature” means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the Utah Uniform Electronic Transaction Act, or any other similar state laws based on the Uniform Electronic Transactions Act, as amended from time to time.

Section 6.5 This Purchase Agreement contains the entire agreement between the parties relating to the subject matter hereof, and all previous representations, endorsements, promises, agreements or understandings, oral, written or inferred, between the parties relating to the subject matter hereof are superseded hereby.

This Purchase Contract shall become effective upon the execution by the Underwriter and the acceptance hereof by the Issuer.

Very truly yours,

[UNDERWRITER]

By: _____

Its: _____

SUMMIT COUNTY, UTAH ACTING AS THE
GOVERNING BODY OF THE MOUNTAIN
REGIONAL WATER SPECIAL SERVICE
DISTRICT, UTAH

By: _____
County Council Chair

ATTEST:

By: _____
County Clerk

(SEAL)

EXHIBIT A

\$[PAR]
Mountain Regional Water Special Service District, Utah
Water Revenue Refunding Bonds, Series 2026B

Maturity Date (_____)	Principal <u>Amount</u>	Interest <u>Rate</u>	<u>Yield</u>	<u>Price</u>	Rule
--------------------------	----------------------------	-------------------------	--------------	--------------	------

[* General Rule Maturities.]

[c Yield to optional call on _____, 20____].

EXHIBIT B

FORM OF

UNDERWRITER'S RECEIPT FOR BONDS
AND ISSUE PRICE CERTIFICATE

\${PAR}

Mountain Regional Water Special Service District, Utah
Water Revenue Refunding Bonds, Series 2026B

The undersigned, on behalf of [Underwriter] (the "Original Purchaser"), as the Original Purchaser of the above-described bonds (the "Bonds"), being issued on the date of this Certificate by Mountain Regional Water Special Service District, Utah (the "Issuer"), certifies and represents as follows:

1. Receipt of the Bonds. The Original Purchaser hereby acknowledges receipt of the Bonds pursuant to the Bond Purchase Contract (the "Purchase Contract") by and between the Original Purchaser, and the Issuer, dated [_____], 2026 (the "Sale Date"). The Bonds are issued as fully registered bonds, and are dated, mature on the dates, bear interest at the rates per annum, and are numbered as set forth in the Indenture (as defined in the Purchase Contract.)

2. Issue Price. For purposes of this section the following definitions apply:

"Effective Time" means the time on the Sale Date that the Agreement to purchase the Bonds became enforceable.

"Initial Offering Price" means the price listed on Exhibit A for each Maturity.

"Maturity" means Bonds with the same credit and payment terms; Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriting Firm or a related party to an Underwriting Firm. An Underwriting Firm and a person are related if it and the person are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other.

"Purchaser" means the Original Purchaser, on its own behalf and as representative of each Underwriting Firm.

“Undersold Maturity” or “Undersold Maturities” means any Maturity for which less than 10% of the principal amount of Bonds of that Maturity were sold as of the Effective Time.

“Underwriting Firm” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this definition to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The Original Purchaser represents as follows:

- 1. Attached as Attachment 1 is a copy of the pricing wire or similar communication used to communicate the Initial Offering Price of each Maturity to the Public.
- 2. As of the Effective Time all the Bonds were the subject of an initial offering to the Public.
- 3. As of the Effective Time none of the Bonds were sold to any person at a price higher than the Initial Offering Price for that Maturity.

[4. As of the Effective Time there were no Undersold Maturities.]

[UNDERWRITER]

By: _____

Its: _____

EXHIBIT A – [same as in Bond Purchase Contract]

ATTACHMENT 1 -- Initial Offering Price Documentation
[Attach Pricing Wire or Other Offering Price Documentation]

SEVENTEENTH SUPPLEMENTAL INDENTURE OF TRUST

Dated as of [_____], 2026

by and between

MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT, UTAH

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO
WELLS FARGO BANK, N.A.,
as Trustee

Supplementing the
General Indenture of Trust

Dated as of June 1, 2001

Table of Contents

**ARTICLE I
SUPPLEMENTAL INDENTURE; DEFINITIONS**

Section 1.1. Supplemental Indenture2
Section 1.2. Definitions.....2

**ARTICLE II
ISSUANCE OF THE SERIES 2026B BONDS**

Section 2.1. Principal Amount, Designation and Series3
Section 2.2. Date, Maturities and Interest.....3
Section 2.3. Optional Redemption4
Section 2.4. Execution of Bonds.....4
Section 2.5. Delivery of Bonds4
Section 2.6. Designation of Registrar4
Section 2.7. Designation of Paying Agent4
Section 2.8. [Book-Entry System.....5
Section 2.9. Limited Obligation.....7
Section 2.10. Perfection of Security Interest7
Section 2.11. Series 2026B Bonds as Additional Bonds7

**ARTICLE III
APPLICATION OF PROCEEDS AND FUNDS AND ACCOUNTS**

Section 3.1. Creation of Series 2026B Accounts8
Section 3.2. Application of Proceeds of the Series 2026B Bonds8
Section 3.3. Cost of Issuance Account.....8
Section 3.4. Redemption Account8
Section 3.5. [No Series 2026B Debt Service Reserve Requirement.....8

**ARTICLE IV
CONFIRMATION OF GENERAL INDENTURE**

**ARTICLE V
MISCELLANEOUS**

Section 5.1. Confirmation of Sale of Series 2026B Bonds.....9
Section 5.2. Severability9
Section 5.3. Counterparts.....9
Section 5.4. Applicable Law.....9
Section 5.5. Effective Date9

EXHIBIT A (FORM OF SERIES 2026B BOND)
EXHIBIT B COST OF ISSUANCE DISBURSEMENT REQUEST

SEVENTEENTH SUPPLEMENTAL INDENTURE OF TRUST

This Seventeenth Supplemental Indenture of Trust, dated as of [_____], 2026, by and between Mountain Regional Water Special Service District, Utah, a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah (the “Issuer”) and Zions Bancorporation, National Association, as successor trustee to Wells Fargo Bank, N.A., as trustee, a national banking association duly organized and existing under the laws of the United States of America, authorized by law to accept and execute trusts and having its principal office in Salt Lake City, Utah (the “Trustee”);

W I T N E S S E T H:

WHEREAS, the Issuer has entered into a General Indenture of Trust, dated as of June 1, 2001, as heretofore supplemented and amended (the “General Indenture”) with the Trustee; and

WHEREAS, the Issuer desires to issue its [\$_____] Water Revenue Refunding Bonds, Series 2026B (the “Series 2026B Bonds”) to (i) refund [_____] (the “Refunded Bonds”), (ii) fund a debt service reserve fund, in necessary, and (iii) pay costs of issuance; and

WHEREAS, the Series 2026B Bonds are authorized, issued and secured under the General Indenture, as previously supplemented and amended and as further supplemented by this Seventeenth Supplemental Indenture (the “Seventeenth Supplemental Indenture,” and collectively with the General Indenture, and any amendments thereto or hereto, the “Indenture”); and

WHEREAS, pursuant to the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the “Refunding Act”), and the General Indenture which authorizes the issuance of Additional Bonds, the Issuer has the authority to issue bonds for the purposes set forth above; and

WHEREAS, the execution and delivery of the Series 2026B Bonds and of this Seventeenth Supplemental Indenture have in all respects been duly authorized and all things necessary to make the Series 2026B Bonds, when executed by the Issuer and authenticated by the Trustee, the valid and binding legal obligations of the Issuer and to make this Seventeenth Supplemental Indenture a valid and binding agreement have been done;

NOW, THEREFORE, THIS SEVENTEENTH SUPPLEMENTAL INDENTURE OF TRUST WITNESSETH, that to secure the Series 2026B Bonds, the payment of the principal or redemption price thereof and interest thereon, the rights of the Registered Owners of the Series 2026B Bonds, to secure the Security Instrument Issuers of Security Instruments for any Series 2026B Bonds, and of all Reserve Instrument Providers of Reserve Instruments for any Series 2026B Bonds, and the performance of all of the covenants contained in such Series 2026B Bonds and herein, and for and in consideration of the mutual covenants herein contained and of the purchase of such Bonds by the Registered Owners thereof from time to time and the issuance of Reserve Instruments by the Reserve Instrument Providers, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer has executed and delivered this Seventeenth Supplemental Indenture of Trust, and by these presents does, in confirmation of the General Indenture, as supplemented pursuant to its terms, hereby sell, assign, transfer, set over and pledge unto Zions Bancorporation, National Association, as Trustee, its

successors in trusts and its assigns forever, to the extent provided in the General Indenture, as supplemented, all right, title and interest of the Issuer in and to (i) the Net Revenues (as defined in the General Indenture), (ii) all moneys in funds and accounts held by the Trustee under the General Indenture and hereunder (except the Rebate Fund), and (iii) all other rights granted under the General Indenture and hereinafter granted for the further securing of such Series 2026B Bonds.

TO HAVE AND TO HOLD THE SAME unto the Trustee and its successors in trust hereby created and its and their assigns forever;

IN TRUST, NEVERTHELESS, FIRST, for the equal and ratable benefit and security of all present and future Registered Owners of Series 2026B Bonds and Security Instrument Issuers of Security Instrument for any Series 2026B Bonds without preference, priority, or distinction as to lien or otherwise (except as otherwise specifically provided), of any one Series 2026B Bond over any other Series 2026B Bond and SECOND, for the equal and proportionate benefit, security and protection of all Reserve Instrument Providers, without privilege, priority or distinction as to the lien or otherwise of any Reserve Instrument Repayment Obligation over any of the others by reason of time of issuance, delivery or expiration thereof or otherwise for any cause whatsoever.

ARTICLE I SUPPLEMENTAL INDENTURE; DEFINITIONS

Section 1.1. Supplemental Indenture. This Seventeenth Supplemental Indenture is supplemental to and is executed in accordance with and pursuant to Articles II and IX of the General Indenture.

Section 1.2. Definitions. All terms which are defined in the General Indenture, shall have the meanings, respectively, when used herein (including the use thereof in the recitals and the granting clauses thereof) unless expressly given a different meaning or unless the context clearly otherwise requires. All terms used herein which are defined in the recitals hereto shall have the meanings therein given to the same unless the context requires otherwise and, in addition, the following terms shall have the meanings specified below:

“Authorized Representative” means the Chair, Chair pro tem, Clerk, Qualified Finance Officer or any other officer of the Issuer so designated in writing by an Authorized Representative of the Issuer to the Trustee.

[“Cede” means Cede & Co. and any substitute nominee of DTC who becomes the registered Bondholder.]

“Dated Date” means with respect to the Series 2026B Bonds the date of their initial delivery.

[“DTC” means The Depository Trust Company, New York, New York, a limited-purpose trust company organized under the laws of the State of New York.]

“Interest Payment Date” means, with respect to the Series 2026B Bonds, each June 15 and December 15, commencing [_____].

“Paying Agent”, when used with respect to the Series 2026B Bonds, means the person or persons authorized by the Issuer to pay the principal of (and premium, if any, on), and interest on, the Series 2026B Bonds on behalf of the Issuer, and initially is the Trustee.

[“Purchaser” means _____]

“Register” means the record of ownership of the Series 2026B Bonds maintained by the Registrar.

“Series 2026B Bonds” means the Mountain Regional Water Special Service District, Utah Water Revenue Refunding Bonds, Series 2026B authorized herein.

“Series 2026B Costs of Issuance Account” means the Series 2026 Cost of Issuance Account created pursuant to Section 3.1(b) hereof.

[“Series 2026B Debt Service Reserve Requirement” means, with respect to the Series 2026B Bonds, an amount equal to [\$0]].

“Series 2026B Redemption Account” means the Series 2026 Redemption Account created pursuant to Section 3.1(a) hereof.

[“Underwriter” means _____]

ARTICLE II ISSUANCE OF THE SERIES 2026B BONDS

Section 2.1. Principal Amount, Designation and Series. The Series 2026B Bonds are hereby authorized for issuance under the Indenture for the purpose of providing funds to (i) refund the Refunded Bonds, (ii) fund a debt service reserve fund, in necessary, and (iii) pay costs of issuance. The Series 2026B Bonds shall be limited to [\$______] in aggregate principal amount, shall be issued in fully registered form, shall be in substantially the form and contain substantially the terms contained in Exhibit A attached hereto and made a part hereof, and shall bear interest at the rates and be payable as to principal or redemption price as specified herein. The Series 2026B Bonds shall be designated as, and shall be distinguished from the Bonds of all other series by the title, “Water Revenue Refunding Bonds, Series 2026B” or such other designation as determined by the Issuer.

Section 2.2. Date, Maturities and Interest. The Series 2026B Bonds shall be dated as of the Dated Date, shall mature in the years and in the amounts set forth below and shall bear interest from the Interest Payment Date next preceding their date of authentication thereof unless authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from such date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event such Bonds shall bear interest from and including their Dated Date or unless, as shown by the records of the Trustee, interest on the Series 2026B Bonds shall be in default, in which event such Bonds shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on such Bonds, in which event such Series 2026B Bonds shall bear interest from and including their Dated Date, payable on each Interest Payment Date at the rates per annum as set forth below:

Maturity
(_____) Principal Amount Interest Rate

Interest shall be calculated on the basis of a year of 360 days comprised of twelve 30-day months.

Section 2.3. Optional Redemption. The Series 2026B Bonds maturing on or before [_____], are not subject to redemption prior to maturity. The Series 2026 Bonds maturing on or after [_____], are subject to redemption prior to maturity in whole or in part at the option of the Issuer on [_____], or on any date thereafter prior to maturity, in whole or in part, from such maturities or parts thereof as may be selected by the Issuer at a redemption price equal to 100% of the principal amount of the Series 2026B Bonds to be redeemed plus accrued interest, if any, thereon to the date of redemption.

Section 2.4. Execution of Bonds. The Chair is hereby authorized to execute by facsimile or manual signature the Series 2026B Bonds and the Clerk to countersign by facsimile or manual signature the Series 2026B Bonds and to have imprinted, engraved, lithographed, stamped or otherwise placed on the Series 2026B Bonds a facsimile of the official seal of the Issuer, and the Trustee shall manually authenticate the Series 2026B Bonds.

Section 2.5. Delivery of Bonds. The Series 2026B Bonds when executed, registered and authenticated as provided herein and by law, shall be delivered by the Issuer to the [Purchaser/Underwriter] upon payment of the purchase price thereof.

Section 2.6. Designation of Registrar. Zions Bancorporation, National Association, One South Main Street, 12th Floor, Salt Lake City, Utah 84133 is hereby designated as Registrar for the Series 2026B Bonds, acceptance of which appointment shall be evidenced by a written acceptance from the Registrar.

Section 2.7. Designation of Paying Agent. Zions Bancorporation, National Association, One South Main Street, 12th Floor, Salt Lake City, Utah 84133 is hereby designated as Paying Agent for the Series 2026B Bonds, acceptance of which appointment shall be evidenced by a written acceptance from the Registrar.

Section 2.8. [Book-Entry System].

(a) Except as provided in paragraphs (b) and (c) of this Section 2.8 the Registered Owner of all Series 2026B Bonds shall be, and the Series 2026B Bonds shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (together with any substitute securities depository appointed pursuant to paragraph (d)(ii) of this Section 2.8, “DTC”). Payment of the interest on any Series 2026B Bond shall be made in accordance with the provisions of this Seventh Supplemental Indenture to the account of Cede on the Interest Payment Dates for the Bonds at the address indicated for Cede in the registration books of the Bond Registrar.

(b) The Series 2026B Bonds shall be initially issued in the form of a separate single fully registered Bond in the amount of each separate stated maturity of the Series 2026B Bonds. Upon initial issuance, the ownership of each such Series 2026B Bond shall be registered in the registration books of the Issuer kept by the Registrar, in the name of Cede, as nominee of DTC. With respect to Series 2026B Bonds so registered in the name of Cede, the Issuer, Registrar and any Paying Agent shall have no responsibility or obligation to any DTC participant or to any beneficial owner of any of such Series 2026B Bonds. Without limiting the immediately preceding sentence, the Issuer, Registrar and any Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC participant with respect to any beneficial ownership interest in the Series 2026B Bonds, (ii) the delivery to any DTC participant, beneficial owner or other person, other than DTC, of any notice with respect to the Series 2026B Bonds, including any notice of redemption, or (iii) the payment to any DTC participant, beneficial owner or other person, other than DTC, of any amount with respect to the principal or redemption price of, or interest on, any of the Series 2026B Bonds. The Issuer, the Bond Registrar and any Paying Agent may treat DTC as, and deem DTC to be, absolute owner of each Series 2026B Bond for all purposes whatsoever, including (but not limited to) (1) payment of the principal or redemption price of, and interest on, each Series 2026B Bond, (2) giving notices of redemption and other matters with respect to such Series 2026B Bonds and (3) registering transfers with respect to such Bonds. So long as the Series 2026B Bonds are registered in the name of CEDE & Co., the Paying Agent shall pay the principal or redemption price of, and interest on, all Series 2026B Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to satisfy fully and discharge the Issuer’s obligations with respect to such principal or redemption price, and interest, to the extent of the sum or sums so paid. Except as provided in paragraph (c) of this Section 2.8, no person other than DTC shall receive a Bond evidencing the obligation of the Issuer to make payments of principal or redemption price of, and interest on, any such Bond pursuant to this Seventh Supplemental Indenture. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions of this Seventh Supplemental Indenture, the word “Cede” in this Seventh Supplemental Indenture shall refer to such new nominee of DTC.

(c) Except as provided in paragraph (d)(iii) of this Section 2.8, and notwithstanding any other provisions of this Seventh Supplemental Indenture, the Series 2026B Bonds may be transferred, in whole but not in part, only to a nominee of DTC, or

by a nominee of DTC to DTC or a nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository or any nominee thereof.

(d) (i) DTC may determine to discontinue providing its services with respect to the Series 2026B Bonds at any time by giving written notice to the Issuer, the Registrar, and the Paying Agent, which notice shall certify that DTC has discharged its responsibilities with respect to the Series 2026B Bonds under applicable law.

(i) The Issuer, in its sole discretion and without the consent of any other person, may, by notice to the Registrar, terminate the services of DTC with respect to the Series 2026B Bonds if the Issuer determines that the continuation of the system of book-entry-only transfers through DTC is not in the best interests of the beneficial owners of the Series 2026B Bonds or the Issuer; and the Issuer shall, by notice to the Registrar, terminate the services of DTC with respect to the Series 2026B Bonds upon receipt by the Issuer, the Registrar, and the Paying Agent of written notice from DTC to the effect that DTC has received written notice from DTC participants having interests, as shown in the records of DTC, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then outstanding Series 2026B Bonds to the effect that: (1) DTC is unable to discharge its responsibilities with respect to the Series 2026B Bonds; or (2) a continuation of the requirement that all of the outstanding Series 2026B Bonds be registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC, is not in the best interests of the beneficial owners of the Series 2026B Bonds.

(ii) Upon the termination of the services of DTC with respect to the Series 2026B Bonds pursuant to subsection (d)(ii)(2) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Series 2026B Bonds pursuant to subsection (d)(i) or subsection (d)(ii)(1) hereof the Issuer may within 90 days thereafter appoint a substitute securities depository which, in the opinion of the Issuer, is willing and able to undertake the functions of DTC hereunder upon reasonable and customary terms. If no such successor can be found within such period, the Series 2026B Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC. In such event, the Issuer shall execute and the Registrar shall authenticate Series 2026B Bond certificates as requested by DTC of like principal amount, maturity and Series, in authorized denominations to the identifiable beneficial owners in replacement of such beneficial owners' beneficial interest in the Series 2026B Bonds.

(iii) Notwithstanding any other provision of this Seventh Supplemental Indenture to the contrary, so long as any Series 2026B Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to the principal or redemption price of, and interest on, such Series 2026B Bond and all notices with respect to such Series 2026B Bond shall be made and given, respectively, to DTC.

In connection with any notice or other communication to be provided to Holders of Series 2026B Bonds registered in the name of Cede pursuant to this Seventh Supplemental Indenture by the Issuer or the Registrar with respect to any consent or other action to be taken by such Holders, the Issuer shall establish a record date for such consent or other action by such Holders and give DTC notice of such record date not less than fifteen (15) days in advance of such record date to the extent possible.]

Section 2.9. Limited Obligation. The Series 2026B Bonds, together with interest thereon, shall be limited obligations of the Issuer payable solely from the Net Revenues (except to the extent paid out of moneys attributable to the Series 2026B Bond proceeds or other funds created hereunder or under the Indenture (excluding the Rebate Fund) or the income from the temporary investment thereof).

Section 2.10. Perfection of Security Interest.

(a) The Indenture creates a valid and binding pledge and assignment of security interest in all of the Net Revenues pledged under the Indenture in favor of the Trustee as security for payment of the Series 2026B Bonds, enforceable by the Trustee in accordance with the terms thereof.

(b) Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Section 11-14-501, Utah Code Annotated 1953, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Net Revenues.

Section 2.11. Series 2026B Bonds as Additional Bonds. The Series 2026B Bonds are issued as Additional Bonds under the Indenture. The Issuer hereby certifies that the requirements set forth in Section 2.13 of the General Indenture have been and will be complied with in connection with the issuance of the Series 2026B Bonds, as follows:

(a) No Event of Default has occurred and is continuing under the Indenture on the date of authentication of the Series 2026B Bonds; and

(b) A certificate has been delivered to the Trustee by an Authorized Representative to the effect that the Net Revenues, plus Other Available Funds, for any Year in the twenty-four (24) months immediately preceding the proposed date of issuance of such Additional Bonds were at least equal to one hundred twenty-five percent (125%) of the sum of the Aggregate Annual Debt Service Requirement on all Bonds Outstanding for said Year; and

(c) All payments required by the Indenture to be made into the Bond Fund have been made in full, and there is on deposit in each account of the Debt Service Reserve Fund (taking into account any Reserve Instrument coverage) the full amount required to be accumulated therein at the time of issuance of the Series 2026B Bonds; and

(d) The proceeds of the Series 2026B Bonds will be used to refund the Refunded Bonds, which were issued under the Indenture (including the funding of necessary reserves and the payment of costs of issuance).

ARTICLE III
APPLICATION OF PROCEEDS AND FUNDS AND ACCOUNTS

Section 3.1. Creation of Series 2026B Accounts. There is hereby established with the Trustee the following accounts:

- (a) A Series 2026B Redemption Account, moneys in which shall be used to refund the Refunded Bonds; and
- (b) A Series 2026B Costs of Issuance Account.

Section 3.2. Application of Proceeds of the Series 2026B Bonds. The Issuer shall deposit with the Trustee the proceeds from the sale of the Series 2026B Bonds [(\$_____) (representing the original principal amount of the Series 2026B Bonds, plus a [net] reoffering premium of \$_____, and less an Underwriter's discount of \$_____) and the Trustee shall deposit such proceeds as follows:] or [representing the principal amount of the Series 2026B Bonds and the Trustee shall deposit such proceeds as follows:]

- (a) \$_____ into the Series 2026B Redemption Account for the Refunded Bonds; and
- (b) the remaining amount shall be deposited into the Series 2026B Cost of Issuance Account to be held by the Trustee under this Supplemental Indenture and to be used to pay costs of issuance of the Series 2026B Bonds.

Section 3.3. Cost of Issuance Account. The costs of issuance shall be paid by the Trustee from the Series 2026B Cost of Issuance Account upon receipt from the Issuer of an executed Cost of Issuance Disbursement Request signed by an Authorized Representative of the Issuer in substantially the form of Exhibit B attached hereto. Any unexpended balance remaining in the Series 2026B Cost of Issuance Account ninety (90) days after delivery of the Series 2026B Bonds shall be paid to the Bond Fund.

Section 3.4 Redemption Account. The Trustee shall use the deposit to the Series 2026B Redemption Account to pay the costs of redeeming the Refunded Bonds on such date as determined by the Issuer and provided to the Trustee.

Section 3.5. [No Series 2026B Debt Service Reserve Requirement. There is no Debt Service Reserve Requirement with respect to the Series 2026B Bonds.]

ARTICLE IV
CONFIRMATION OF GENERAL INDENTURE

As supplemented by this Seventeenth Supplemental Indenture, and except as provided herein, the General Indenture is in all respects ratified and confirmed, and the General Indenture and this Seventeenth Supplemental Indenture shall be read, taken and construed as one and the same instrument so that all of the rights, remedies, terms, conditions, covenants and agreements of the General Indenture shall apply and remain in full force and effect with respect to this

Seventeenth Supplemental Indenture, and to any revenues, receipts and moneys to be derived therefrom.

ARTICLE V
MISCELLANEOUS

Section 5.1. Confirmation of Sale of Series 2026B Bonds. The sale of the Series 2026B Bonds to the [Purchaser/Underwriter] at a price of [\$______], is hereby ratified, confirmed and approved.

Section 5.2. Severability. If any provision of this Seventeenth Supplemental Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections in this Seventeenth Supplemental Indenture contained, shall not affect the remaining portions of this Seventeenth Supplemental Indenture, or any part thereof.

Section 5.3. Counterparts. This Seventeenth Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.4. Applicable Law. THIS SEVENTEENTH SUPPLEMENTAL INDENTURE SHALL BE GOVERNED EXCLUSIVELY BY THE APPLICABLE LAWS OF THE STATE OF UTAH.

Section 5.5. Effective Date. This Seventeenth Supplemental Indenture shall become effective immediately upon execution.

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Seventeenth Supplemental Indenture of Trust to be executed as of the date first written above.

SUMMIT COUNTY, UTAH ACTING
AS THE GOVERNING BODY OF THE
MOUNTAIN REGIONAL WATER
SPECIAL SERVICE DISTRICT, UTAH

(SEAL)

By: _____
County Council Chair

COUNTERSIGN:

County Clerk

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION, as Trustee

By: _____
Its: _____

EXHIBIT A

(FORM OF SERIES 2026B BOND)

[Unless this certificate is presented by an authorized representative of the Depository Trust Company (55 Water Street, New York, New York) to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of the Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.]

Registered

Registered

**UNITED STATES OF AMERICA
MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT, UTAH
WATER REVENUE REFUNDING BONDS
SERIES 2026B**

Number RB - ____ [\$_____]

Interest Rate

Maturity Date

Original Issue Date

_____%

Registered Owner: [CEDE & CO.] [_____]

Principal Amount: _____

Mountain Regional Water Special Service District, Utah (“Issuer”), a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah, for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner named above or registered assigns, out of the special fund hereinbelow designated and not otherwise, the Principal Amount specified above on the Maturity Date specified above with interest thereon until paid at the Interest Rate specified above per annum, payable semiannually on [_____] and [_____] of each year, commencing _____ (each an “Interest Payment Date”), until said Principal Amount is paid in full. Principal and premium, if any, shall be payable upon surrender of this Bond at the principal corporate offices of Zions Bancorporation, National Association, Salt Lake City, Utah (“Trustee” and “Paying Agent”) or its successors. Interest on this Bond shall be payable by wire or check or draft mailed via certified mail to the Registered Owner hereof at its address as it appears on the registration books of the Paying Agent, who shall also act as the Registrar for the Issuer, or at such other address as is furnished to the Paying Agent in writing by such

Registered Owner. Interest hereon shall be deemed to be paid by the Paying Agent when wired or sent by certified mail. Both principal and interest shall be payable in lawful money of the United States of America.

This Bond is one of an issue of Bonds of the Issuer designated as the “Water Revenue Refunding Bonds, Series 2026B” (the “Series 2026B Bonds”) in the aggregate principal amount of [\$_____] of like tenor and effect, except as to date of maturity and interest rate, numbered RB-1 and upwards, issued by the Issuer pursuant to a General Indenture of Trust dated as of June 1, 2001, as previously supplemented and amended and as further supplemented by a Seventeenth Supplemental Indenture of Trust dated as of [_____], 2026 (together, the “Indenture”) [approved by a vote of the Administrative Control Board of the Issuer on _____] and a resolution of the Summit County Council, acting as the governing body of the Issuer, on _____, 2026 (together, the “Bond Resolution”), for the purpose of (i) refunding [_____] (the “Refunded Bonds”), (ii) funding a debt service reserve fund, in necessary, and (iii) paying costs of issuance, all in full conformity with the Constitution and laws of the State of Utah. Both principal of and interest on this Bond and the issue of which it is a part are payable solely from a special fund designated “Mountain Regional Water Special Service District, Utah Water Revenue Refunding Bond Fund” (the “Bond Fund”), into which fund, to the extent necessary to assure prompt payment of the principal of and interest on the issue of which this is one and on all series of bonds issued on a lien parity with this Bond shall be paid the Net Revenues (as defined in the Indenture) derived and to be derived from the Issuer’s System all as more fully described and provided in the Indenture.

The Series 2026B Bonds shall be payable only from the Net Revenues and other funds created under the Indenture (excluding the Rebate Fund) and the income from the temporary investment thereof and shall not constitute a general indebtedness or pledge of the full faith and credit of the Issuer, within the meaning of any constitutional or statutory provision or limitation of indebtedness.

As provided in the Indenture, additional bonds, notes and other obligations of the Issuer may be issued and secured on an equal lien parity with the Series 2026B Bonds, from time to time in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture, and the aggregate principal amount of such bonds, notes and other obligations issued and to be issued under the Indenture is not limited.

Reference is hereby made to the Indenture, copies of which are on file with the Trustee, for the provisions, among others, with respect to the nature and extent of the rights, duties and obligations of the Issuer, the Trustee and the Registered Owners of the Series 2026B Bonds, the terms upon which the Series 2026B Bonds are issued and secured, and upon which the Indenture may be modified and amended, to all of which the Registered Owner of this Bond assents by the acceptance of this Bond.

Except as otherwise provided herein and unless the context indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Indenture.

Interest on the Series 2026B Bonds authenticated prior to the first Interest Payment Date shall accrue from and including the Dated Date specified above. Interest on the Series 2026B Bonds authenticated on or subsequent to the first Interest Payment Date shall accrue from the Interest Payment Date next preceding their date of authentication, or if authenticated on an Interest Payment Date, as of that date; provided, however, that if interest on the Series 2026B Bonds shall be in default, interest shall accrue at the Default Rate from the date to which interest has been paid in full, or unless no interest shall have been paid on the Series 2026B Bonds, in the event such Series 2026B Bonds shall bear interest from and including their Dated Date.

The Series 2026B Bonds are subject to optional redemption prior to maturity as provided in the Indenture.

The Series 2026B Bonds are issued as fully registered Bonds. Subject to the limitations and upon payment of the charges provided in the Indenture, registered Bonds may be exchanged for a like aggregate principal amount of registered Bonds of other authorized denominations of the same series and the same maturity.

This Series 2026B Bond is transferable by the registered holder hereof in person or by its attorney duly authorized in writing at the principal corporate offices of Zions Bancorporation, National Association (the “Registrar”) in Salt Lake City, Utah, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same series, interest rate and maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Issuer and the Paying Agent may deem and treat the Registered Holder hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and neither Issuer nor Paying Agent shall be affected by any notice to the contrary.

This Bond is issued under and pursuant to the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended, and this Bond does not constitute a general obligation indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. The issuance of the Series 2026B Bonds shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

The Issuer covenants and agrees that it will cause to be collected and accounted for sufficient Net Revenues as will at all times be sufficient to pay promptly the principal of and interest on this Bond and the issue of which it forms a part and to make all payments required to be made into the Bond Fund, and to carry out all the requirements of the Indenture.

It is hereby declared and represented that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed,

have happened and have been performed in regular and due time, form and manner as required by law, that the amount of this Bond, together with the issue of which it forms a part, does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Net Revenues of the Issuer have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of the principal of and interest on this Bond and the issue of which it forms a part, as authorized for issue under the Indenture, and that the Net Revenues of the Issuer are not pledged, hypothecated or anticipated in any way other than by the issue of the Series 2026B Bonds of which this Bond is one and all bonds issued on a parity with this Bond.

This Bond shall not be valid or become obligatory for any purpose nor be entitled to any security or benefit under the Indenture until the Certificate of Authentication on this Bond shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by the manual or facsimile signature of its Chair and countersigned by the manual or facsimile signature of its Clerk under its corporate seal or a facsimile thereof.

SUMMIT COUNTY, UTAH ACTING AS THE
GOVERNING BODY OF MOUNTAIN
REGIONAL WATER SPECIAL SERVICE
DISTRICT, UTAH

(SEAL)

(facsimile or manual signature)

County Council Chair

COUNTERSIGN:

(facsimile or manual signature)

County Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Water Revenue Refunding Bonds, Series 2026B of Mountain Regional Water Special Service District, Utah.

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION, as Trustee

By: _____ (Manual Signature)
Authorized Officer

Date of Authentication: _____

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned, hereby sells, assigns and transfers unto:

(Social Security or Other Identifying Number of Assignee)

(Please Print or Typewrite Name and Address of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature: _____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of this Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an “eligible guarantor institution” that is a member of or a participant in a “signature guarantee program” (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

EXHIBIT B

COST OF ISSUANCE DISBURSEMENT REQUEST

Zions Bancorporation, National Association
One South Main Street, 12th Floor
Salt Lake City, Utah 84133

Pursuant to Section 3.4 of the Seventeenth Supplemental Indenture of Trust dated as of [_____], 2026, you are hereby authorized to pay the following costs of issuance from the Series 2026B Cost of Issuance Account:

(See Attached Schedule)

AUTHORIZED REPRESENTATIVE,
MOUNTAIN REGIONAL WATER SPECIAL
SERVICE DISTRICT, UTAH

Costs of Issuance

<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
--------------	----------------	---------------