



# Stansbury Service Agency Administrative Policy Manual

Revised 11.2023

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# CHAPTER 1

## INTRODUCTION

### 1.1 ADMINISTRATIVE POLICY

This Document shall be known as the Stansbury Service Agency ("Agency") Administrative Policies and Procedures Manual ("Manual").

### 1.2 PURPOSE, VISION, MISSION & VALUES

Organizational Purpose: The Agency was established for the purposes of (1) providing recreation services and owning, operating, and maintaining the golf course, swimming pool, lake, playgrounds and all equipment, facilities and grounds related thereto; and (2) owning, operating, and maintaining the open space and greenbelt lands and all equipment, facilities and grounds related thereto. (See Interlocal Agreement of August 12, 1992, between Stansbury Recreation Service Area and Stansbury Greenbelt Service Area.)

Vision Statement: Stansbury Park is a unique community in Tooele County characterized by its large system of parks, trails, lake, pool, golf course, amphitheater, cemetery, and public buildings. This beautiful network of public spaces is part of daily life and shapes the character of the community. Natural, cultural, artistic, historical, and recreational resources cultivate outstanding experiences, health, enjoyment, fun and learning for all residents. The Agency Board of Trustees and employees carefully and efficiently manage taxpayer funds to provide maximum benefit to residents. The park system is sustainable, well-maintained and safe. It meets the needs of individuals, families, and the community. The focus on preserving and developing land continues with a strong emphasis on connecting people to the community spaces and each other. Aware of its value to their lives, residents are proud stewards and supporters of an extraordinary park and recreation system.

Vision Themes: (1) Natural resources, including trees, flowers, green spaces, desertscapes and waters that endure and captivate, (2) Recreation that inspires personal growth, healthy lifestyles, and a sense of community, (3) Dynamic parks that shape community character and meet diverse community needs, (4) Safe place to play, celebrate, contemplate, recreate, and work, (5) Supportive work environment for employees, and (6) Efficiently managed funds.

Mission Statement: Our mission is to enrich the lives of the residents of Stansbury Park by providing (1) safe, welcoming parks and recreation facilities and (2) affordable, diverse recreation and cultural opportunities whereby people of all ages may play, learn, and interact.

Core Values: (1) We value Sustainability: balance environmental, economic and equity concerns to set realistic program, infrastructure, and service levels. (2) We value Visionary Leadership: respect the vision that built the park and recognize the need for ongoing leadership and flexibility in achieving excellence. (3) We value Safety: support safe and thriving environments for employees and residents. (4) Responsiveness and Innovation: anticipate and thoughtfully

respond to diverse needs, continually improving and tailoring park and recreation services to changing needs. (5) Partnerships & Technology: continually evaluate existing and potential partnerships and technology to better serve the community.

### 1.3 BOARD OF TRUSTEES

The Agency Board of Trustees ("Board") shall govern, manage, and conduct the business and affairs of the Agency and shall determine all questions of Agency policy. All powers of the Agency are exercised through the Board.

### 1.4 AGENCY GOVERNMENT

- A. Agency government is vested in the Board, the governing body of the Agency, and a General Manager appointed by the Board.
- B. The Board constitutes the policy-making body of the Agency and is presently composed of three (3) trustees elected to the Stansbury Recreation Service Area and three (3) trustees elected to the Greenbelt Service Area, by voters within the Agency Boundaries.
- C. The General Manager and the subordinate officers and employees will execute the will of the Board as expressed by Board policy and direction.

### 1.5 FUNCTIONS OF THE BOARD OF TRUSTEES

- A. The Board passes resolutions and policies, appropriates funds, and performs such other duties and responsibilities as are required of it or otherwise allowed by law.
- B. The Board establishes policy through broad policy directives and general task assignments of a goal-oriented nature.
- C. The Board reviews the General Manager's performance and establishes the General Manager's compensation level 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 annually, or as it otherwise determines is appropriate, to ensure that it is pertinent and current.

### 1.6 LIMITATIONS OF ACTIONS AND AUTHORITY OF THE BOARD

- A. Individual Trustees 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 officer, department, Agency governance, or any matter relating to the welfare of the Agency and delegating to these committees such powers of inquiry as the Board may deem necessary.

# CHAPTER 2

## TRUSTEES AND OFFICERS

### 2.1 QUALIFICATIONS FOR ELECTED TRUSTEES

- A. **Agency Residence.** Each Trustee shall be a registered voter at the location of the Trustee's residence and be a resident within the boundaries of the Agency.
- B. **Oath of Office.** Before entering upon the duties of office, each Trustee 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 the State of Utah, and that I will discharge the duties of my office with fidelity." The failure of a Trustee to take the oath does not invalidate any official act of that member.

### 2.2 TRUSTEE ELECTION

Trustees are elected in conformance with the laws of the State of Utah. Agency employees shall not engage in recruiting individuals to be a candidate for the Board in any election or to be considered in filling a vacancy on the Board.

### 2.3 TERM OF OFFICE

- A. The term of each elected Trustee shall begin at noon on the first day of January following the member's election. The term of each appointed Trustee shall begin immediately upon appointment.
- B. The term of each elected Trustee shall be four years. The term of each appointed Trustee shall be the remaining term to which the Trustee is appointed.
- C. Each Trustee shall serve until a successor is duly elected or appointed and qualified, unless the member earlier is removed from office or resigns or otherwise leaves office.
- D. A Trustee is not limited in the number of terms the member may serve.

### 2.4 VACANCIES IN BOARD OF TRUSTEES

- A. **Events Creating Vacancies.** A vacancy in a Trustee's term of office shall be deemed to exist in the case of death, resignation, disqualification of the Trustee, or if a Trustee has been declared of unsound mind by order of a court, or if a Trustee has been convicted of a felony.
- B. **Filling a Vacancy.** Whenever a vacancy occurs on the Board, the remaining Trustees shall appoint a replacement to serve out the unexpired term in accordance with state law. Any interviews of applicants to fill an elected position must be conducted in an open meeting.

### 2.5 FIDELITY BONDS FOR ELECTED TRUSTEES

Each Trustee shall give a corporate surety bond, at the expense of the Agency, in the amount and with sureties prescribed by the Board, conditioned upon the faithful performance of the member's respective duties.



## 2.6 PRINCIPAL OFFICERS

The principal officers of the Agency shall consist of a Chair of the Board, a Clerk, a Treasurer, and such other officers as the Board shall from time to time establish.

## 2.7 QUALIFICATIONS; ELECTION AND TERM OF OFFICE

- A. Election. At the Annual Meeting, the Board shall choose one of its members as Chair of the Board, and shall choose others as Clerk and as Treasurer, who may or may not be members of the Board. The offices of Chair, Treasurer and Clerk may not be held by the same person.
- B. Term. The officers shall serve until the next Annual Meeting.

## 2.8 NOMINATION OF OFFICERS

Nominations and selection of officers shall be made at the Annual Meeting.

## 2.9 RESIGNATION

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

## 2.10 REMOVAL

Any officer elected by the Board may be removed by a majority vote of the Board whenever in its judgment the best interests of the Agency would be served.

## 2.11 VACANCIES IN OFFICES

The Board may fill a vacancy in any office because of death, resignation, removal, disqualification, or otherwise, for the unexpired portion of the officer's term. In the case of the Clerk or Treasurer, the Chair may appoint a new Clerk or Treasurer to serve until such time as the Board shall elect a successor and the person or persons so elected have qualified.

## 2.12 DUTIES OF THE CHAIR OF THE BOARD

The Chair of the Board shall:

- A. Preside at all meetings of the Board.
- B. Execute on behalf of the Agency:
  1. All bonds and instruments creating debt against the Agency.
  2. Board resolutions.
  3. Water purchase agreements.
  4. Agreements with the United States, State of Utah, or any other governmental entity, department, or political subdivision, unless delegated in writing to the General Manager by the Chair or allowed the General Manager by other sections in this manual.
  5. The countersigning of disbursement checks, as needed.
  6. Agreements specifically authorized and directed by the Board.
  7. Real estate leases, and all deeds and conveyance documents in which the Agency is a grantor of any interest.

8. Contracts and agreements authorized by the Board which cause the Agency to incur extraordinary expenditures not described within the Agency's annual budget.
  9. All other contracts and agreements specifically required of the Chair.
- C. 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.
  - D. Be a spokesperson for the Board, unless the Board directs otherwise. When the Chair acts as spokesperson for the Agency, the Chair should speak for the majority of the Board. When the Chair is speaking for himself or herself or in the capacity as an individual member of the Board, the Chair should clearly identify that limited capacity.
  - E. Represent the will of the Board.
  - F. The Chair may request any member of the Board to represent the Agency outside of the Board meetings. If no Trustee is able to represent the Chair (other than in official Board meetings) the General Manager or his or her designated staff member shall do so.
  - G. Ensure that Trustees and appropriate staff are provided with annual Utah Open Public Meetings Act training.

### 2.13 SUCCESSION OF AUTHORITY

In the event that the office of Chair is vacant or the individual occupying this office is 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.

### 2.14 DUTIES OF THE CLERK

- A. The Clerk shall be the custodian of the records of the Agency. The Clerk or other appointed person shall attend the Board meetings and keep a record of the proceedings of the Board; shall assist the Board in such particulars as it may direct in the performance of its duties; shall perform those duties authorized by law or by this manual.
- B. The Clerk shall attest all certified copies of the official records and files of the Agency.
- C. The Board may appoint an Assistant Clerk to function in the absence of the Clerk with all the power and authority of the Clerk.

### 2.15 DUTIES OF THE TREASURER

- A. The Treasurer shall be custodian of all money, deposits, bonds, or other securities of the Agency.
- B. The Treasurer shall determine the cash requirements of the Agency and provide for the deposit and investment of all money.
- C. The Treasurer shall receive all public funds and money payable to the Agency 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.
- D. The Treasurer shall collect all special taxes and assessments as provided by law and ordinance.
- E. The Treasurer shall give or cause to be given to every person paying money to the Agency 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.
- F. The Treasurer, or designee, shall keep secure the check-signing signature files, and may authorize its use to sign all Agency checks. Prior to affixing the signature, the Treasurer shall

determine that a sufficient amount is on deposit in the appropriate bank account of the Agency to honor the check.

- G. The Treasurer shall promptly deposit all Agency funds in the appropriate bank accounts of the Agency. Agency funds shall not be commingled with funds of another person or entity.
- H. The Treasurer shall be responsible for monitoring expenditures during the fiscal year.
- I. The Treasurer shall regularly present financial information to the Board.
- J. The Board may appoint an Assistant Treasurer to function in the absence of the Treasurer with all the power and authority of the Treasurer or within the scope of authority otherwise delegated by the Board.

## 2.16 UNAUTHORIZED USE OF AGENCY FUNDS

If any Trustee or officer or any other employee or officer of the Agency, is using Agency funds for personal profit or for any purpose not authorized by law, that person (1) shall be subject to discipline up to and including removal from the Board or termination of employment and (2) may also be subject to civil and criminal liability.

## 2.17 BONDS

The Treasurer shall furnish corporate surety bonds, at the expense of the Agency, in conformance with state law, conditioned upon the faithful performance of his or her respective duties.

## 2.18 POWER VESTED IN THE BOARD OF TRUSTEES

The Board shall exercise and control or authorize the exercise and control of all the business and affairs of the Agency, subject to the limitations of this manual, other Agency policies, the state Constitution, and other laws of the State.

## 2.19 COMMITTEES OF TRUSTEES

- A. Formation of Committees. The Board may establish by resolution 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 Board's powers and authority to transact any of the business and affairs of the Board. Appendix include Charters for established Committees.
- 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 with the advice and consent of the Board. Committees shall include at least one member of the Board. Committee members may be removed at any time by the Chair of the Board or by a majority vote of the full 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 Trustees in a timely fashion and the meetings shall be noticed as required by law. The committee chair or his or her designated replacement shall conduct all meetings of the committee.
- D. Committee Reports. Committee reports shall be made to the Board as requested or otherwise appropriate.

## 2.20 COMPENSATION<sup>1</sup>

- A. Each member of the Board may receive compensation for service on the Board in an amount allowed by law ([Utah Code 17B-1-307\(1\)\(b\)](#)) and set forth in the annual salary schedule.
- B. As determined by the Board, and where travel is required, each member of the Board shall be reimbursed by the Agency for all actual and necessary expenses incurred in attending board meetings, trainings or traveling on Agency business; thus performing the member's official duties.
- C. Current and former Board members who complete a four-year term, their spouse and minor children shall receive free use of all properties and amenities owned or operated by the Agency (e.g. golf course and carts (when available), swimming pool and facility rental). Current and former Board members shall also receive 30% (thirty percent) discount from merchandise sold by the Agency. The benefit of this section does not include food/beverage or any cemetery fees and are non-transferable.
- D. Compensation policy shall be reviewed no later than every 2 (two) years or as frequently as needed and determined by the Board.

Note concerning *Eligibility for Elected Officials and Appointive Officers*:

**Eligibility in Tier 1 is based on monthly earnings.** The Minimum Earnings Requirements are updated each February 1<sup>st</sup> and published in the Employer Guide.

**Eligibility in Tier 2 is based on what the participating employer has in writing.** Per Utah code 49-22-102(6)9b), employers are required to officially designate Tier 2 elected officials and appointive officers' positions as full-time eligible or part-time ineligible. The verbiage on file must specifically address the eligibility status of Tier 2 elected and appointive employees -- and do so by *position*, not by *employee/person*.

For employees holding positions with Stansbury Service Agency as elected officials or appointive officers, eligibility for URS Retirement benefits is to be based on the following:

- Those having earned URS retirement service credit prior to July 1, 2011, are considered Tier 1, and their eligibility is based on meeting the monthly Minimum Earnings Requirements as dictated by URS.
- Those not having earned URS retirement service credit prior to July 1, 2011, are considered Tier 2, and are determined by Stansbury Service Agency to be ineligible for retirement benefits.

## 2.21 TRAINING

- A. Each member of the Board shall complete training, as prescribed by statute. This includes: (1) Within one year of appointment/election (and reappointment/reelection), each Trustee must complete the Local District & Special Service District Board Member Training, provided by the Utah State Auditor, (2) Annually, each Trustee must complete Utah Open & Public Meetings Act training.
- B. The Agency shall compensate each member of the Board up to \$100 per day for each day of training, described in Section 2.21.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 this manual.

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<sup>1</sup> Revised 2/23/2022

- C. The Agency shall not pay compensation under Section 2.21.B to any member of the Board more than once per year.

## 2.22 CONFLICTS OF INTEREST

Trustees are required to disclose actual and potential conflicts of interest between their public duties and private interests.

# CHAPTER 3

## BOARD MEETINGS

### 3.1 TERMS USED IN THIS CHAPTER

As used in this Chapter:

- A. "Act" means the Utah Open and Public Meetings Act of the Utah Code.
- B. "Closed meeting" means a meeting that the public is not allowed to attend pursuant to the Act.
- C. "Open meeting" means a meeting that the public is allowed to attend pursuant to the Act.
- D. Terms used in this Chapter that are defined in the Act shall have the meaning given by the Act.

### 3.2 MEETINGS OF THE BOARD OF TRUSTEES

- A. Regular Meeting. A regularly scheduled meeting of the Board for which notice of the date, time, and place has been given in the Annual Meeting Schedule.
- B. Special Meeting. Any meeting of the Board that replaces or is held in addition to regular meetings.
- C. Annual Meeting. The meeting at which (1) officers of the Agency are elected, (2) Act, elected official, and special service district training may occur, (3) administrative policies are reviewed, (3) annual schedule of regular meetings, fee schedule, salary schedule, and employee benefit package are reviewed and approved, and (4) General Manager performance and compensation are reviewed.  
The Annual Meeting shall be held on the date and hour of its regularly scheduled meeting in January.
- D. Emergency Meeting. A special meeting held as a result of unforeseen circumstances, to consider matters of an urgent or emergency nature.
- E. Public Hearing. A public hearing is the portion of an open meeting at which members of the public are provided a reasonable opportunity to comment on the subject of the hearing. Public hearings are required when imposing or increasing a fee or adopting a budget.

### 3.3 PLACE OF MEETINGS

Except as may otherwise be determined, meetings of the Board shall be held at the Agency's principal place of business: in the Board Room of the Agency's Clubhouse, 1 Country Club Drive, Stansbury Park, UT 84074.

### 3.4 PUBLIC NOTICE OF MEETINGS

- A. Annual Schedule of Regular Meetings. An annual schedule of the regular meetings of the Board shall be posted at all times in a conspicuous place at the Agency's principal office and on the Agency's website. The annual schedule of regular meetings shall be sent to the Public Notice Website and to other organizations and individuals requesting such schedule.
- B. Regular Meeting. Notice of the date, time, place and agenda for each regular meeting shall be posted at the Agency's principal office and sent not less than 24 hours before the beginning of each meeting to the Public Notice Website, a local newspaper and other organizations and individuals requesting such notice.

- C. Special Meeting. Where possible, the notice described in Section 3.4.B shall be given. However, when unforeseen circumstances require calling a special meeting, including an emergency meeting, the notice requirements of Section 3.4.B may be disregarded, and the best practicable notice given. No special meeting shall be held until a reasonable attempt has been made to notify all board members, and a majority of the board members contacted and polled agree to hold the special meeting.
- D. Public Hearing. At least seven (7) days prior to the hearing, notice must be published in at least one issue of a newspaper of general circulation, posted to the Public Notice Website and posted at the location where the meeting is to be held.
- E. Meeting at a Place other than the Principal Place of Business. Notice of a meeting to be held at a place other than the principal place of business shall be given as provided by law.

### 3.5 NOTICE TO TRUSTEES

The Clerk or other designee shall send notice of all regular and, when possible, special meetings of the Board to all members of the board by ordinary mail, hand delivery or electronic mail at least five days in advance of each meeting. Such notice shall include the date, time, and place of the meeting as well as a copy of the previous meeting's minutes and the agenda for the present meeting.

### 3.6 CONDUCT OF MEETINGS

- A. All meetings of the Board shall be conducted according to Robert's Rules of Order when requested by a member of the Board and shall comply with Utah's Open and Public Meetings Act.
- B. The Board Chair is responsible for the content of each meeting of the board and will review and approve the agenda for each meeting. Any member of the board shall have the right to place any matter on the agenda if a reasonable notice of seven (7) days is given. The meeting shall follow the agenda unless otherwise agreed.

### 3.7 QUORUM

A majority of the actual number of Trustees shall constitute a quorum for the transaction of Agency business. A concurrence of a majority of the quorum, in any matter within the scope of their duties, shall be sufficient for the determination of such matter, except as required otherwise by statute or in this Manual.

### 3.8 PRESUMPTION OF ASSENT

A Trustee who is present at a meeting of the Board at which action on any matter is taken shall be presumed to have assented to the action taken unless the Trustee's dissent shall be entered into the minutes of the meeting or unless the Trustee shall file written dissent to such actions before the adjournment of the meeting. A written dissent shall not apply to a Trustee who voted in favor of such action.

### 3.9 NO PROXY

No Trustee may appoint another individual, by proxy or otherwise, to assume the Trustee's responsibilities as a Trustee.

### 3.10 OPEN AND CLOSED MEETINGS

- A. Open Meeting. All meetings of the Board, except closed meetings, shall be open to the public.
- B. Closed Meeting. Except as otherwise directed by the Board, closed meetings shall be open only to Trustees, Board Officers and invited Agency staff. A closed meeting may be held upon the affirmative vote of two-thirds of the Trustees present at an open meeting for which notice is given, provided a quorum is present. A closed meeting may be held for any of the following purposes:
  - 1. Discussion of the character, professional competence, or physical or mental health of an individual.
  - 2. Strategy sessions to discuss collective bargaining.
  - 3. Strategy sessions to discuss pending or reasonably imminent litigation.
  - 4. Strategy sessions to discuss the purchase, exchange, or lease of real property, including any form of a water right or water shares, when public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the Agency from completing the transaction on the best possible terms.
  - 5. Strategy sessions to discuss the sale of real property, including any form of water right or water shares, when (a) public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the Agency from completing the transaction on the best possible terms; (b) the Agency previously gave public notice that the property would be offered for sale; (c) the terms of the sale are publicly disclosed before the Agency approves the sale.
  - 6. Discussion about deployment of security personnel, devices, or systems.
  - 7. Investigative proceedings regarding allegations of criminal misconduct.
- C. Actions Taken. No ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting.

### 3.11 MINUTES OF MEETINGS TO BE KEPT

- A. Open Meeting. Written minutes shall be kept of all open meetings. Such minutes shall include:
  - 1. The date, time, and place of the meeting.
  - 2. The names of members present and absent.
  - 3. The substance of all matters proposed, discussed, or decided by the Board, which may include a summary of comments made by Trustees, and a record, by individual member, of votes taken.
  - 4. The name of all each person who is not a Trustee but, after being recognized by the Chair, provided testimony or comments to the Board, and the substance in brief of their remarks.
  - 5. Any other information that any Trustee requests be entered in the minutes. Minutes shall not be "final" or "official" until the Board has formally approved them. Notes and/or draft minutes prepared by or at the direction of the Clerk shall contain a clear indication that they have not yet been approved by the Board and are subject to change until approved.
- B. Closed Meeting. Unless the closed meeting is called for purposes specified in Section 3.10.B.1 or 3.10.B.6, in which case the presiding officer shall sign a sworn statement affirming the purpose of the meeting, a recording shall be kept of the closed portion of the meeting. Written minutes also may be kept. If minutes are kept, they shall include:
  - 1. The date, time, and place of the meeting.



2. The names of members present and absent.
3. The names of all others present.
4. The content of the meeting.

Recordings and written minutes of the closed meeting are protected records under the Governmental Records Access and Management Act (“GRAMA”), section 63-2-801 et seq. of the Utah Code, and any person who violates the provisions GRAMA is subject to the criminal penalties contained in GRAMA. Recordings and written minutes of closed meetings may be disclosed pursuant to a Court order only as provided in section 52-4-304 of the Utah Code. The Agency may reclassify a record of a closed meeting in accordance with GRAMA.

### 3.12 PUBLIC HEARING PROCEDURES

- A. Public hearings before the Board shall follow these procedural steps:
  1. Declaration that the public hearing is open.
  2. Verification that legal notification requirements have been met.
  3. Staff presentation.
  4. Questions by Trustees.
  5. Motion to open public comment session.
  6. Call upon individuals who have completed and submitted registration cards (see section 3.12.B.1 below).
  7. Motion to close public comment session.
  8. Staff response.
  9. Questions by Trustees.
  10. Board discussion.
  11. Board vote.
  12. Motion to adjourn/close public hearing.
- B. The following rules shall be observed during public hearings before the Board:
  1. Members of the public who desire to speak shall each first complete a registration card or form indicating the speaker’s name, address, and affiliations to the agenda item(s) (or whom the person represents).
  2. The Chair shall determine who will speak after reviewing the registration cards. Each speaker shall be called by the Chair and at the discretion of the Board.
  3. Speakers shall state their names, addresses and affiliations to the agenda items (or whom they represent) before beginning their comments.
  4. Speakers shall address their comments to the Chair, and they shall not debate with other meeting attendees or make personal attacks.
  5. A predetermined time limit shall be placed on speakers. A speaker cannot combine his time with another (e.g., Speaker “X” cannot give his time to Speaker “Y” so that Speaker “Y” has double the time), and the Chair will not recognize redundant speakers/comments.
  6. To permit everyone the opportunity to hear the proceedings, attendees shall be as quiet as possible.
  7. The hearing is designed for civil discussion. Therefore, attendees shall not jeer, cheer, yell out comments, or clap.
  8. Attendees shall not display any signs or distribute any handouts or flyers in the hearing room.

9. After the close of the public comment period, discussion shall be limited to Trustees and staff.
- C. The Chair of the public hearing shall enforce the procedures and rules set forth above in subsections A and B. At the Chair's discretion and consistent with this Manual, the Chair may take such additional actions as will promote an orderly and efficient public hearing.

### 3.13 ELECTRONIC MEETINGS

- A. General. A Board meeting may be convened and conducted by means of telephonic, telecommunications, or computer conference by satisfying the requirements of Utah Code Ann. § 52-4-207.
- B. Participation. The primary purpose for holding electronic meetings is to enable members of the Board to participate in the meeting electronically. Nevertheless, provision may be made for a member of the public to monitor an open meeting of the Board through electronic means provided that the member of the public so requests in writing at least three days prior to the meeting, and further provided that the Agency will not be required to acquire any equipment, facilities, or expertise which the Agency does not already possess in order to accommodate the request. Notwithstanding anything to the contrary in this Policy, with the exception of a public hearing, the general public and other interested persons need not be provided an opportunity to participate in, as opposed to attend and monitor, an electronic meeting.
- C. Anchor Location. One or more anchor locations must be established for all electronic meetings. The anchor location is the physical location from which the electronic meeting originates or from which the participants are connected. At least one anchor location for an electronic meeting must be in the building where the Board would normally meet if not holding an electronic meeting. A quorum of the Board need not be present at a single anchor location for an electronic meeting to be held. As few as one Board member may be present at the anchor location, as long as all other requirements of this Policy and of Utah Code Ann. § 52-4-207 are satisfied for a meeting to be held as an electronic meeting, provided that the Board member who chairs the meeting is physically present at the anchor location. Space and facilities must be provided at the anchor location(s) so that all interested persons may attend and monitor the open portions of the meeting. In addition, if the meeting is a public hearing, space and facilities must be provided at the anchor location(s) so that interested persons and the public may attend, monitor and participate in the hearing.  
Notwithstanding the previous paragraph, the Agency may conduct a public meeting without anchor location if (a) the Chair makes a written determination that conducting the meeting with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location; (b) states in the written determination the facts upon which the determination is based; (c) includes in the public notice for the meeting, and reads at the beginning of the meeting, the reasons and includes in the public notice information on how a member of the public may view or make a comment at the meeting. Such written determination expires 30 days after the day on which the Chair makes the determination.
- D. Notice. Not less than 24 hours' advance public notice, including the agenda, date, time, location, and a description of how the Board Members will be connected to the electronic meeting, will be given for each electronic meeting of the Board by posting a written notice at the principal office of the Agency (or at the building where the meeting is to be held if no principal office exists) and providing written or electronic notice to at least one newspaper of general circulation in the Agency and to a local media correspondent, and by posting the notice on the

Utah Public Notice Website created under Utah Code Ann. § 63F-1-701. In addition, the notice must be posted at the anchor location (which may be the principal office of the Agency) and must be provided to all Board Members at least 24 hours before the meeting. These notice requirements are minimum requirements and are not to be construed as precluding such additional postings and notifications as may be directed by the Board.

- E. Budget or Logistical Considerations. The Chair may determine, based upon budget or logistical considerations, that it is not in the best interest of the Agency to hold an electronic meeting, in which event the meeting will not be held as an electronic meeting. The Chair may also restrict the number of separate electronic connections that are allowed for an electronic meeting based on available equipment capacity. The request from a member of the public to participate in a meeting electronically may be denied by the Chair based on budget, public policy or logistical considerations deemed sufficient by the Chair.
- F. Conduct of Meeting. No action may be taken, and no business may be conducted at a meeting of the Board unless a quorum, consisting of a simple majority of the members of the Board, is present. A Board Member who is not physically present may nevertheless participate in the meeting through electronic means and be counted toward the required quorum in accordance with Utah Code Ann. § 52-4-207. Any Board Member participating via electronic means may make, second and vote on all motions and participate in the discussion as though present, except that the Board Member who chairs the meeting must be present at the anchor location. If the Chair is not physically present at the anchor location (but there is still a quorum) a Board Member who is physically present at the anchor location will preside over the meeting.

# CHAPTER 4

## AGENCY ADMINISTRATION

### 4.1 STRUCTURE OF AGENCY ADMINISTRATION

- A. The Agency Administration consists of the General Manager and subordinate officers.
- B. Each officer shall have such authority as is necessary to enable the officer to carry out duties and responsibilities assigned by this Manual or by direction of the General Manager.
- C. The General Manager may direct any department to furnish another department with service, labor, and/or materials.

### 4.2 FIDELITY BONDS

Before assuming the duties of office, all appointed officers as designated in this chapter, shall 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 Agency shall pay the bond premiums.

### 4.3 GENERAL MANAGER

- A. Administrative Powers Vested in General Manager. The General Manager shall be the chief executive officer of the Agency. The administrative powers of the Agency are vested in and exercised by the General Manager and the subordinate officers.
- B. Appointment of General Manager. By a majority vote of its full membership, the Board shall appoint the General Manager solely on the basis of his or her ability, integrity and prior experience relating to the duties of the office, including but not limited to, abilities of public administration, leadership and managerial capabilities.
- C. Compensation of General Manager. The Board shall determine the General Manager's compensation and shall review such compensation annually.

- 1. Depart

Specific duties include (but are not limited to):

- 2. Execute and enforce faithfully all applicable laws, rules, and regulations, and ensure that all franchises, leases, permits, contracts, licenses and privileges granted by the Agency are observed.
- 3. Carry out the policies and programs established by the Board.
- 4. With the advice and consent of the Board, appoint a qualified person to each of the offices of Operations Manager & Assistant Manager, recommend the creation of any other offices as may be deemed necessary for the good governance of the Agency, and regulate and prescribe the powers and duties of all officers of the Agency except as otherwise provided by law.
- 5. Examine and inspect the books, records, and official papers of any office, department, agency, board, or commission of the Agency, and make investigations and require reports from personnel.
- 6. Make such appointments, suspensions, removals, or terminations as authorized by law or by the policies and procedures established by the Board.

7. Establish standards, qualifications, criteria, and procedures to govern the appointments, by managers or by other authorized officers, assistants, and employees within their respective organizational units, subject to any applicable provisions of the Agency's Personnel Rules and Regulations Manual and this Manual.
  8. Submit to the Board plans and programs relating to the development and needs of the Agency and annual or special reports concerning the financial, administrative, and operational activities of the Agency.
  9. Attend the meetings of the Board and take part in its discussions and deliberations.
  10. Recommend to the Board for adoption such measures as the General Manager deems necessary or expedient.
  13. Prepare a financial estimate of the annual budget and advise the Board of the financial condition and needs of the Agency.
  14. Notify the Board of any emergency existing in any department.
  15. Coordinate all Agency departments.
  16. Schedule and cause notice to be published of public hearings before the Board, as required by law, including, but not limited to:
    - a. Tax rate and fee increase hearings.
    - b. Adoption of or amendment to Agency budget.
  17. Execute such contracts as are necessary for the good order and functioning of the Agency, provided the expenditures pursuant to such contracts are within the appropriations contained within the appropriate budget, as adopted by the Board, and excepting those contracts specified in Section 2.12.B.
  18. Implement and administer a plan, as approved by the Board, for the compensation of Agency employees.
  19. Approve expenditures made for official Agency business, provided such expenditures are within the appropriations contained within the appropriate budget as adopted by the Agency.
  20. Discharge any other duties specified by statute or designated by the Board.
  21. Develop, implement, and administer personnel rules and regulations as approved by the Board.
- D. Supplemental Powers and Duties. In addition to the powers and duties enumerated in Section 4.3.D, the General Manager may:
1. Authorize a director or officer responsible to the General Manager to appoint and remove employees serving under that director or officer.
  2. Designate another officer or employee to perform the duties of any office or position under the General Manager's control which is vacant, or which lacks administration due to the absence or disability of the incumbent.
  3. Assign any employee of the Agency to any department or branch requiring services appropriate to the personnel system classification of the employees so assigned.
  4. Investigate, examine, or inquire into the affairs or operation of any department, division, or office, and when so authorized by the Board, the General Manager shall have power to employ consultants and professional counsel to aid in such investigations, examinations, or inquiries.
  5. Examine all proposed contracts to which the Agency may be party.
  6. Authorize any employee to exercise any power or duty granted the General Manager.
  7. Execute contracts between the Agency and another governmental entity in which the parties have standardized the terms and conditions.

- E. Working Time. The General Manager shall devote his or her full attention to the performance of these duties and shall not engage in other employment without the consent of the Board.
- F. Removal of the General Manager. The General Manager serves at the pleasure of the Board. The Board may, at its pleasure, remove the General Manager by majority vote. Except in the case of removal for proven malfeasance in office, the General Manager, upon removal, shall be paid the unpaid balance of salary due to the date of removal, and any accrued vacation and sick leave at the same salary rate. At its sole discretion, the Board may negotiate other terms as it deems appropriate and within the policies established by the Agency.

# CHAPTER 5

## BUDGET, AUDITS AND CHECKS

### 5.1 BUDGET OFFICER

The Manager shall function as the Budget Officer, as designated in the Utah Uniform Fiscal Procedures Act for Local Districts. The General Manager is authorized to make expenditures for:

- A. Payroll.
- B. Repetitive contractual obligations (utility bills, for example).
- C. All items approved by the Board in the annual budget or by specific Board action.

### 5.2 PREPARATION OF BUDGET

- A. On or before the first June meeting of each year, the Business Manager, Budget Officer and Treasurer should recommend a tax rate and levy to the Board.  
Following any required Public Hearing, the adopted tax rate and levy should be reported to the Tooele County Auditor.
- B. On or before the first regularly scheduled meeting of the Board in November, the Budget Officer shall prepare for the upcoming fiscal year, and file with the Board, tentative revenue, operating and capital budgets, together with specific work programs and any other supporting data required by the Board.
- C. The Board shall review and consider the tentative budget at any regular meeting or special meeting called for that purpose. The Board may make any changes considered advisable in the tentative budget, pursuant to statute.
- D. Following appropriate Public Hearing, the Board shall adopt operating and capital budgets for the ensuing fiscal year before the beginning of each fiscal year. A copy of the budget shall be filed with the Utah State Auditor within 30 days after adoption.
- E. Upon final adoption, the operating and capital budgets shall be in effect for the budget year, subject to amendment. During the budget year the Board may review the operating and capital budget and adopt changes to the budget, in any regular meeting or special meeting called for that purpose.
- F. The Board may reopen the budget at any time during the fiscal year by properly noticing the meeting in accordance with statute.
- G. The budget may contain an Agency contingency to pay for any unanticipated expenses or to cover budget line-item overruns. The contingency may be used only upon approval of the Board.
- H. Funds designated for a particular department's use within a budget line item may be utilized by a different department with the approval of the General Manager.
- I. When a total line-item appropriation is exceeded, the overrun may be covered by a transfer from another line item in the same department budget with the approval of the General Manager or the overrun may be covered by a transfer from the Agency contingency, as approved by the Board.

### 5.3 COMPLIANCE REPORTING

- A. The Treasurer shall prepare and present to the Board monthly summaries and detailed financial reports, showing the financial position and operations of the Agency for that month and the year-to-date status.
- B. Within 180 days after the close of each fiscal year, the Treasurer shall present to the Board an annual financial report prepared in conformity with generally accepted accounting principles. This requirement may be satisfied by presentation of the audit report furnished by the independent auditor, if the financial statements included therein are appropriately prepared and reviewed with the Board.
- C. The Treasurer is responsible for the compliance with applicable state laws requiring the reporting of information to the state auditor, public notice website and the public notice finance website (transparency). The Treasurer, or designee, will report compliance with these laws to the Board, as applicable.

### 5.4 INDEPENDENT AUDITOR

- A. The independent auditor has the responsibility of reporting whether the Agency's financial statements are prepared in conformity with generally accepted accounting principles. The Board is responsible for the retention of an auditor and directing the audit function. Copies of the annual financial report or the audit report furnished by the independent auditor shall be given to each Trustee, filed with the Utah State Auditor's Office, and shall be filed as a public document in the office of the Agency.
- B. The Agency shall select its auditor by a competitive request for proposal process. Requests for proposals shall be issued as the Agency deems necessary. The audit term will be three years with an option to renew the agreement for two additional years. No agreement for independent auditor services will exceed five (5) years. At the expiration of an agreement for independent auditor services, the Agency will issue an RFP to select an independent auditor. If an independent auditor is selected who is currently providing independent auditor services to the Agency, the audit manager and partner will be different than before.

### 5.5 CHECKS

- A. Agency checks shall be issued by one of the following procedures:
  - 1. The Agency may utilize an electronic format containing check and signature fonts for preparation of checks. The Treasurer or alternate designated by the General Manager shall have access to the signature fonts. All printed checks shall have facsimiles of the Board Chair's and Agency Treasurer's signatures. All checks shall contain appropriate security measures. A voucher copy of each check shall be printed or photocopied and attached to the invoice being paid. A pre-check register shall be made available to the Treasurer and the Business Manager, or alternate designated by the General Manager, and shall be reviewed and initialed for approval.
  - 2. All other checks shall be signed by both the Board Chair and Treasurer. If the Chair of the Board is unavailable, the check may be signed by another designated Trustee, together with the Treasurer or Assistant Treasurer.
- B. Payroll checks and payments for budgeted items in the operation and maintenance fund, together with all other disbursements approved by the Board, may be processed through any of the Agency's check printing or electronic means so long as appropriate documentation is held on file.



## 5.6 CREDIT CARDS

- A. The General Manager may acquire credit cards to be used in the purchase of goods and services for the Agency. The same policies apply when purchasing goods and services with an Agency credit card as outlined in the Procurement Policy. Any award points accumulated on an Agency credit card are the property of the Agency and will be used for Agency purposes only.

## 5.7 APPROVAL OF DISTRICT EXPENDITURES

- A. The General Manager, or his designee, may approve payroll checks and routine expenditures, such as utility bills, payroll-related expenses, supplies, and materials.
- B. Except as provided in subsection 5.7.A., above, the Board shall approve all expenditures and purchases of the Agency in excess of \$25,000 in the Operation and Maintenance Budget, wherein a competitive bid process was initiated, and in excess of \$25,000 in the Capital Projects Budget. All expenditures and purchases below these threshold amounts may be approved by the General Manager or his designee. The General Manager may approve any construction change orders of \$25,000 or less or as provided in the Procurement Policy. Each approval shall be reported to the Board at its next regular Board meeting. Change Orders exceeding the above amounts shall be submitted to the Board for approval.
- C. For any purchase above the threshold amounts described in 5.7.B above, where it is determined that time is of the essence, the General Manager will consult with a majority of the Board to receive approval to move forward with the purchase. Any expenditure under this provision will be ratified by the Board at the next regularly scheduled Board meeting.
- D. At least quarterly, the Board shall review all expenditures authorized under subsection 5.7.A., above, and those authorized by the General Manager or designee under subsection 5.7.B. and 5.7. C., above.
- E. Notwithstanding subsection 5.7.B., above, the following expenditures and purchases may be approved by the Budget Officer:
  - a. Those approved under subsection 5.7.A., above.
  - b. Progress or periodic payments for any contract formally approved by the Board.
  - c. Periodic payments for any indebtedness formally approved by the Board; and,
  - d. Payments for any employee compensation plan or policy adopted by the Board and formally approved by the Board in the then-current budget, including but not limited to the tuition assistance program, service awards, and other post-employment benefits.
- F. Notwithstanding subsection 5.7.B., above, the General Manager, or a designee, may approve (i) expenditures and purchases for emergency procurement as permitted in Agency's Procurement Policy; and, (ii) payments from the self-insurance retention, not to exceed the Fund balance approved by the Board in the then-current budget, to pay for damages sustained by the Agency in an effort to maintain operations or security or to satisfy claims for damages sustained by a third party for which the Agency allegedly is responsible.

# CHAPTER 6

## PROCUREMENT POLICY

### 6.1: GENERAL PROVISIONS

#### A. SCOPE

The Utah Association of Special Districts (UASD) has prepared a comprehensive document entitled “Purchasing Policy and Procedures” (the “UASD Purchasing Policy”), which will be updated from time-to-time and is located on the UASD website. The UASD Purchasing Policy, as constituted from time-to-time, shall be and is the official Purchasing Policy of the District, automatically including future amendments and modifications made by UASD to the UASD Purchasing Policy and that, subject to the exceptions listed in this chapter, the entire UASD Purchasing Policy is adopted by reference as the District’s rules respecting procurements of every type and description.

#### 2. BUDGET EXPENDITURES - BOARD OF TRUSTEES APPROVAL

No purchase shall be made, and no encumbrance shall be incurred unless funds sufficient to cover the purchase or encumbrance have been budgeted and are available within the approved budget or unless the Board approves the purchase or encumbrance.

#### C. RESPONSIBILITY FOR BUDGETARY COMPLIANCE

The General Manager is the authorized officer charged with the responsibility of staying within the department budgets and authorizing no expenditures in excess of those budgets as required by the Utah Fiscal Procedures Act for Special Districts.

#### D. STATE CODE PROVISIONS

The Agency is a Local Public Procurement Unit as defined under the Utah Procurement Code, and as such, Agency purchases shall be made in accordance with applicable sections of the Procurement Code, the UASD Purchasing Policy and this chapter.

#### E. EXCEPTIONS TO THE UASD PURCHASING POLICY

The UASD Purchasing Policy, as the official rules of the Agency, shall be and hereby is modified as follows:

1. I. A. Policy. This shall be known as the Stansbury Service Agency (the “Agency”) Purchasing Policy.
2. II.C. Procurement Officer. The General Manager shall be the Agency’s Procurement Officer and other employees of the Agency may act as procurement officers as authorized and delegated by the Board and/or the Procurement Officer.
3. III.G.1. Disposal of Surplus Property. Surplus property having a salvage value estimated to be \$10,000 or less may be disposed of in a commercially reasonable manner as the procurement officer sees fit, with all proceeds of the disposal to be the property of the Agency. Surplus property with a salvage value estimated to be in excess of \$10,000 may not be disposed of until the Board has declared the property to be surplus, after which it may be disposed of for the benefit of the Agency in a commercially reasonable lowest quote that meets the specifications.

4. V.A.2. Small Purchase Thresholds. Small Purchase thresholds are as follows:
  - a. The “Individual Procurement Threshold” is a maximum amount of \$5,000.00 for a procurement item.
  - b. The “Single Procurement Aggregate Threshold” is a maximum of \$10,000.00 for multiple procurement items purchased from one source at one time: and
  - c. The annual cumulative threshold from the same source is a maximum amount of \$50,000.
5. V.D. Quotes for Small Purchases between \$5,001 and \$50,000.
  - a. From \$5,001 to \$25,000: For procurement item(s) other than architectural and engineering services, other professional or consulting services, or construction, where the cost is greater than \$5,000 up to a maximum of \$25,000, the Agency will obtain at least two price quotations based on minimum specifications and may purchase the procurement item from the vendor offering the lowest quote or best value that meets the specifications.
  - b. Above \$25,000 to \$50,000: For such procurement item(s) costing more than \$25,000, up to a maximum of \$50,000, the Agency will obtain at least two competitive quotes that include minimum specifications and may purchase the procurement item(s) from the responsible vendor offering the lowest quote or best value that meets the specifications.
  - c. Above \$50,000: For procurement item(s) costing more than \$50,000, the Agency will conduct an invitation for bids or other procurement process outlined in the Procurement code.

#### F. CAPITALIZATION VERSUS EXPENSE

The purchase of fixed assets for \$5,000 or more will be capitalized and included on the Agency’s balance sheet. These purchases will include, but are not limited to:

LAND: Including acquisition costs.

BUILDINGS: Permanent structures to house persons and property.

IMPROVEMENTS OTHER THAN BUILDINGS: Permanent improvements, other than buildings, which add value to the land.

OTHER ASSETS such as:

- Office Furniture and Equipment.
- Machinery and Equipment.
- Automobiles and Trucks.
- Construction Work in Progress.

The purchase of fixed assets for less than \$5,000 shall be expended from the Agency’s Operation and Maintenance budget.

Other expenditures, for \$5,000 or more, which provide a significant increase in future service potential of a fixed asset shall also be capitalized as part of the existing asset. To meet the criteria for a capital expenditure, the purchase should extend the useful life of an asset, increase the quantity of service provided by an asset, or increase the quality of service provided by an asset.

Capital expenditures may include the following:

- Additions - enlargements, expansions, or extensions of existing assets.
- Replacements and Improvements.

- Rearrangement and Relocation.

Expenditures for normal repairs and maintenance shall not be considered capital expenditures

# CHAPTER 7

## PERSONNEL

### 7.1 EMPLOYEE PERSONNEL SYSTEM

The General Manager shall:

- A. Administer the personnel program of the Agency.
- B. Formulate personnel principles and programs designed to:
  1. Assure that employment in the Agency is based upon open competition and merit and is free from personal and political considerations.
  2. Provide a just, equitable, and market-based compensation plan to promote high morale, efficiency and economy in the operation of the Agency.
- C. Prepare and revise classification plans and job descriptions.
- D. Recommend salary schedules for approval by the Board.
- E. Establish and maintain a roster of all employees, setting forth each officer and employee, class, title of position, salary, any changes in class, title or status, and such other data as may be deemed desirable or useful.
- F. Maintain an accurate organizational chart.
- G. Develop, acquire, and administer such recruiting and examining programs as may be necessary to obtain competent applicants to meet the needs of the Agency.
- H. Propose, develop, or otherwise acquire and coordinate training and educational programs for Agency employees.
- I. Search for and inquire about ways and means of improving personnel procedures.
- J. Develop a workable performance evaluation system.
- K. Prepare a document or table of organization as part of the budget to be approved by the Board.

### 7.2 ADOPTION OF PERSONNEL RULES AND REGULATIONS MANUAL

The General Manager shall prepare and present to the Board such personnel rules and regulations in the form of an employee manual as the General Manager deems appropriate. The employee manual shall be adopted and from time to time amended by resolution of the Board.

### 7.3

Notwithstanding any other provision of this Manual to the contrary, the General Manager may administratively reorganize job positions in the Agency by assigning an employee to another position without first posting the vacancy in that position. The reassignment may result in an adjustment in the employee's compensation and financial benefits.

### 7.4 WHISTLEBLOWER<sup>2</sup>

Reporting of possible waste, fraud, abuse, safety concerns, or violations of law

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<sup>2</sup> Policy created 11/15/2023

1.
  - (a) The General Manager, other manager, or supervisor may not take retaliatory action against an employee because the employee, or a person authorized to act on behalf of the employee, communicates in good faith:
    - i. the waste or misuse of public funds, property, or manpower;
    - ii. fraud;
    - iii. a safety concern;
    - iv. a violation or suspected violation of a law, rule, or regulation; or
    - v. as it relates to the General Manager, other manager or supervisor:
      - (A) gross mismanagement;
      - (B) abuse of authority;
      - (C) unethical conduct.
  - (b) For purposes of Subsection (1)(a), an employee is presumed to have communicated in good faith if the employee gives written notice or otherwise formally communicates the conduct described in Subsection (1)(a) to:
    - i. a person in authority over the person alleged to have engaged in the conduct described in Subsection (1)(a);
    - ii. Human Resource manager;
    - iii. Board Member(s);
    - iv. [whistleblower@stansburypark.org](mailto:whistleblower@stansburypark.org) or through the Waste/Fraud/Abuse/Safety form found on our website;
    - v. law enforcement, if the conduct is criminal in nature.
  - (c) The presumption described in Subsection (1)(b) may be rebutted by showing that the reporting employee knew or reasonably ought to have known that the report is malicious, false, or frivolous.
2. The General Manager, other manager or supervisor may not take retaliatory action against an employee because an employee participates or gives information in an investigation, hearing, court proceeding, legislative or other inquiry, or other form of administrative review held by the Board.
3. The General Manager, other manager or supervisor may not take retaliatory action against an employee because the employee has objected to or refused to carry out a directive that the employee reasonably believes violates a law, a rule or regulation of the Agency.
4. The General Manager, other manager or supervisor may not implement rules or policies that unreasonably restrict an employee's ability to document:
  - (a) the waste or misuse of public funds, property, or manpower;
  - (b) a violation or suspected violation of any law, rule, or regulation;
  - (c) a safety concern; or
  - (d) as it relates to the General Manager, other manager or supervisor:
    - i. gross mismanagement;
    - ii. abuse of authority; or unethical conduct

# CHAPTER 8

## RISK MANAGEMENT

### 8.1 INSURANCE

The Agency shall purchase property, general liability, automobile, and other insurance to protect the Agency's assets and employees. The Agency is self-insured for the amount of the deductible(s) on all potential insurance claims. A separate fund has been established to pay claim expenses and deductibles.

### 8.2 PROCEDURE FOR FILING AND PROCESSING OF CLAIMS

- A. The procedures for filing and settling claims shall conform with the statutory guidelines contained in the Utah Governmental Immunity Act.
- B. The General Manager may prescribe the use of forms and promulgate administrative procedures not inconsistent with the Utah Governmental Immunity Act to expedite the claims-processing procedures of the Agency.
- C. The General Manager shall periodically advise the Board concerning claims that have been filed against the Agency.

### 8.3 INDEMNIFICATION OF EMPLOYEES

Trustees, officers, and employees of the Agency shall be indemnified for acts or omissions occurring during the performance of their duties, within the scope of employment, or under color of authority, pursuant to the provisions of the Utah Governmental Immunity Act.

### 8.4 SAFETY, HEALTH AND RISK MANAGEMENT POLICY STATEMENT

- A. The Agency's safety and risk management policy is to protect the Agency against accidental losses which, in the aggregate, during any financial period, would significantly affect personnel, property, the budget, or the ability of the Agency to fulfill its responsibilities to its customers, employees, taxpayers, and the public.
- B. Agency staff is directed to implement a risk management process which shall include systematic risk identification; risk and hazard evaluation; safety, training and loss control activities; claims processing; and program monitoring.
- C. All employees shall promptly report all accidents, claims and injuries; when requested, cooperate, and assist the Agency in investigating all accidents and injuries; be aware of all department safety rules and procedures; properly use all safety equipment and devices; and be safety conscious.
- D. Staff shall prepare a budget recommendation to the Board to fund selected methods and procedures for reducing the identified risks and to implement safety training activities. At least annually, the General Manager shall prepare a report to the Board summarizing the losses incurred by the Agency, their causes, and risk and loss prevention activities implemented by the Agency.

- E. The General Manager will maintain an Employee Safety Manual that outlines the objectives of carrying out this policy.
- F. Each employee of the Agency is considered to work in a safety sensitive position and should carry out his/her duties in such a manner. Any employee who does not follow this policy may be subject to discipline up to and including termination.

#### 8.5 EMERGENCY RESPONSE POLICY

- A. The General Manager or its designee will develop emergency response plans and procedures to address expectations for employee response during emergency situations. In addition, the General Manager or its designee will develop security procedures to provide for protection of its property, facilities, and employees from criminal acts.
- B. All employees are required to be familiar with and comply with the Agency's emergency response plans and procedures and security procedures. The Agency management will provide training to all employees regarding emergency response and security procedures. Disregard or violation of emergency response and security procedures in the performance of duties or work will result in disciplinary action, up to and including termination.



# CHAPTER 9

## INVESTMENT/DEBT MANAGEMENT POLICY

### 9.1 INVESTMENT POLICY

The Agency shall invest its cash assets in such a manner as to comply with the requirements of the Utah State Money Management Act (as used in this Chapter, the “Act”) to maintain the integrity of the corpus of all investments and to provide for necessary liquidity. Within those restrictions, the Agency shall attempt to obtain the highest return possible.

- A. Scope. The investment policy of the Agency shall include all cash balances that may exist periodically in all accounts of the Agency. Also, if it is in the best interest of the Agency to acquire investments in larger blocks than there are monies in any particular fund, the Agency Treasurer may elect to consolidate certain accounts to maximize investment earnings.
- B. Objectives. The objectives of the investment policy include the following:
  - a. To provide for the safety of principal, preservation of capital and the mitigation of risk.
  - b. To provide for the liquidity necessary to match the Agency’s cash requirements.
  - c. To increase earnings through higher yielding investments.
- C. Policy. The following shall be the investment policies of the Agency:
  - a. Prudence: All investment activities shall be conducted with the same degree of judgment and care, under circumstances then prevailing, which persons of ordinary prudence, discretion, and intelligence exercise in the management of their own affairs. Agency trustees, officers, employees and professionals retained by the Agency that act in the capacity of investment officers as defined in the Act, so long as they are acting in accordance with written procedures and this investment policy, and while exercising due diligence, shall be relieved of personal responsibility for credit or market price changes of any investment security, provided that deviations from expectations are reported in a timely fashion and appropriate action, if necessary, is taken to control adverse developments.
  - b. Ethics and Conflicts of Interest: Agency trustees, officers and employees and retained professionals involved in the investment process, shall refrain from personal business activity that could conflict with proper execution of this investment policy, or which could impair their ability to make impartial investment decisions. Any conflict of interest with this investment policy shall be reported to the General Manager or to the Board of Trustees.
  - c. Delegation to the Treasurer: The Treasurer shall be responsible for all investment activities and shall establish procedures for conducting investment activities consistent with this policy. The Treasurer shall maintain a system of checks and balances and internal controls so that Agency funds will at all times be protected from loss, theft and fraud. The Treasurer may invest funds without prior Board approval, provided the investments (i) are similar to other investments previously made by or on behalf of the Agency; (ii) do not expose the Agency to unreasonable

- risk or expense; (iii) comply with the Act and the provisions of this policy; and (iv) do not use an interest rate swap, a forward delivery agreement, or similar instrument.
- d. Reporting: The Treasurer shall report the status of investments at least quarterly to the Board of Trustees.

## 9.2 DEBT MANAGEMENT POLICY

- A. Purpose. The purpose of this policy is to establish a set of parameters by which debt obligations will be undertaken by the Agency. This policy reinforces the commitment of the Agency and its officials to manage the financial affairs of the Agency so as to minimize risk, avoid conflicts of interest and ensure transparency while still meeting the capital needs. A debt management policy signals to the public and the rating agencies that the Agency is using a disciplined and defined approach to financing capital needs and fulfills the requirements of the State of Utah regarding the adoption of a debt management policy.
- B. Goal. The goal of this policy is to assist decision makers in planning, issuing, and managing debt obligations by providing clear direction as to the steps, substance, and outcomes desired. In addition, great stability over the long-term will be generated by the use of consistent guidelines in issuing debt.
- C. Objective. This policy will assist in the capital planning funding decision to determine the amount and type of debt to be issued, in the debt issuance process (including the determination of the acceptable level of risk for a debt transaction), and in the management of debt and to provide limits:
1. On the amount of debt outstanding and on the amount of annual debt service
  2. On the use of and justification for variable-rate debt
  3. On the use of and justification for debt structures other than level principal or level debt service
  4. On the maximum maturities of debt
  5. On the timing of principal and interest payments
  6. On the use of credit enhancements
  7. On the use of debt related derivatives
- D. Definition of Debt. All obligations of the Agency to repay, with or without interest, in installments and/or at a later date, some amount of money utilized for the purchase, construction, or operation of Agency resources. This includes but is not limited to notes, bond issues, capital leases, and loans of any type (*whether from an outside source such as a bond or from another internal fund*).
- E. Transparency. The Agency shall comply with legal requirements for notice and for public meetings related to debt issuance. All notices shall be posted in the customary and required posting locations, including as required local newspapers, bulletin boards, and websites. All costs (including principal, interest, issuance, continuing, and one-time) shall be clearly presented and disclosed to the citizens, Board, and other stakeholders in a timely manner. The terms and life of each debt issue shall be clearly presented and disclosed in a timely manner. A debt service schedule outlining the rate of retirement for the principal amount shall be clearly presented and disclosed in a timely manner.
- F. Debt Management Strategies. To achieve its financing objectives above, the Agency will adopt the following debt management strategies and procedures:
1. Role of Debt: Long-term debt shall not be used to finance current operations. Long-term debt may be used for capital purchases or construction identified through the

capital improvement, regional development, or master plan. Short-term debt may be used for certain projects and equipment financing as well as for operational borrowing; however, the Agency will minimize the use of short-term cash flow borrowings by maintaining adequate working capital and close budget management.

2. In accordance with Generally Accepted Accounting Principles and state law,
  - a. The maturity of the underlying debt will not be more than the useful life of the assets purchased or built with the debt, not to exceed 30 years; however, an exception may be made with respect to federally sponsored loans, provided such an exception is consistent with law and accepted practices.
  - b. Debt issued for operating expenses must be repaid within the same fiscal year of issuance or incurrence.
- G. Types and Limits of Debt. The Agency will seek to limit total outstanding debt obligations based on the need and circumstances of the Agency as determined by the Board. The limitations on total outstanding debt must be reviewed prior to the issuance of any new debt. The Agency will seek to structure debt with level or declining debt service payments over the life of each individual bond issue or loan. The Agency may use capital leases to finance short-term projects.
- H. Use of Variable Rate Debt. The Agency recognizes the value of variable rate debt obligations and that issuers have greatly benefited from the use of variable rate debt in the financing of needed infrastructure and capital improvements. However, the Agency also recognizes there are inherent risks associated with the use of variable rate debt and will implement steps to mitigate these risks, including:
  1. The Agency will annually include in its budget an interest rate assumption for any outstanding variable rate debt that takes market fluctuations affecting the rate of interest into consideration.
  2. Prior to entering into any variable rate debt obligation that is backed by insurance and secured by a liquidity provider, the Agency's Board shall be informed of the potential effect on rates as well as any additional costs that might be incurred should the insurance fail.
  3. Prior to entering into any variable rate debt obligation that is backed by a letter of credit provider, the Agency's Board shall be informed of the potential effect on rates as well as any additional costs that might be incurred should the letter of credit fail.
  4. Prior to entering into any variable rate debt obligation, the Board will be informed of any terms, conditions, fees, or other costs associated with the prepayment of variable rate debt obligations.
  5. The Agency shall consult with persons familiar with the arbitrage rules to determine applicability, legal responsibility, and potential consequences associated with any variable rate debt obligation.
- I. Use of Derivatives. The Agency chooses not to use derivative or other exotic financial structures in the management of the Agency's debt portfolio. An exception to this policy may occur if:
  1. A written report outlining the potential benefits and consequences of utilizing these structures is submitted to the Board; and

2. The Board adopts a specific amendment to this policy concerning the use of derivatives or interest rate agreements that complies with State statutes.
- J. Costs of Debt. All costs associated with the initial issuance or incurrence of debt, management, and repayment of debt (including interest, principal, and fees or charges) shall be disclosed prior to action by the Board in accordance with the notice requirements stated above. In cases of variable interest or non-specified costs, detailed explanation of the assumptions shall be provided along with the complete estimate of total costs anticipated to be incurred as part of the debt issue. Costs related to the repayment of debt, including liabilities for future years, shall be provided in context of the annual budgets from which such payments will be funded.
- K. Refinancing Outstanding Debt. The Agency will refund debt when it is in the best financial interest of the Agency to do so. The decision to refinance must be explicitly approved by the Board, and all plans for current or advance refunding of debt must be in compliance with state laws and regulations. The Agency will consider the following issues when analyzing possible refunding opportunities:
1. Onerous Restrictions – Debt may be refinanced to eliminate onerous or restrictive covenants contained in existing debt documents, or to take advantage of changing financial conditions or interest rates.
  2. Restructuring for Economic Purposes – The Agency will refund debt when it is in the best financial interest of the Agency to do so. Such refunding may include restructuring to meet unanticipated revenue expectations, achieve cost savings, mitigate irregular debt service payments, or to release reserve funds. Current refunding opportunities may be considered if the refunding generates positive present value savings.
  3. Term of Refunding Issues – The Agency will refund bonds within the term of the originally issued debt. However, the Agency may consider maturity extension, when necessary to achieve a desired outcome, provided such extension is legally permissible. The Agency may also consider shortening the term of the originally issued debt to realize greater savings. The remaining useful life of the financed facility and the concept of inter-generational equity should guide this decision.
  4. Escrow Structuring – The Agency shall utilize the least costly securities available in structuring refunding escrows. Under no circumstances shall an underwriter, agent or financial advisor sell escrow securities to the Agency from its own account.
  5. Arbitrage – The Agency shall consult with persons familiar with the arbitrage rules to determine applicability, legal responsibility, and potential consequences associated with any refunding.
- L. Risk Assessment. Risk assessment on the effect of the outstanding debt portfolio shall be performed annually and presented to the Board as part of the annual budget approval process or a debt management report. Risk assessment is done to determine the impact of the debt portfolio on current and future operations.
- M. Financial Services. The Agency may retain a financial advisor on a continuing basis to provide on-going advice pertaining to proposed and existing bond issues, investment of Agency funds and related matters. The Agency's financial advisor shall be prepared to provide certain services that shall include, but will not necessarily be limited to, the preparation and presentation of information to rating agencies and bond insurance companies, bond issue

structuring, official statement preparation, recommendations pertaining to the selection of underwriter(s), coordination of the particulars of issuing bonds, interface with bond counsel, investment of reserves and funds and related matters. The Agency desires to maintain continuity in the provision of financial services so long as the quality and cost of such services are maintained at a level acceptable to the Agency.

# CHAPTER 10

## PUBLIC RECORDS POLICY

### 10.1 GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT

The Agency is subject to and complies with the Government Records Access and Management Act ("GRAMA"). GRAMA provides the basis for the Agency's information practices including classification, designation, access, denials, segregation, appeals, management, retention, and amendment of records. The Agency adopts GRAMA's standards for classification and designation of its records as public, private, controlled or protected.

### 10.2 EXECUTIVE/CHIEF ADMINISTRATIVE OFFICER

For all purposes under GRAMA, the General Manager shall be considered to be the Agency's executive officer and its chief administrative officer.

### 10.3 FEES

The Agency shall charge and collect those costs and fees allowed by GRAMA for responding to a request for a record, specifically including but not limited to those in GRAMA. The General Manager may waive any cost or fee in accordance with GRAMA.

### 10.4 REQUESTS FOR RECORDS

Pursuant to GRAMA, a request for an Agency record shall be directed to the Agency's General Manager at 1 Country Club Drive, Suite 1, Stansbury Park, UT 84074.

# CHAPTER 11

## FUND BALANCE POLICY

These policies relating to the establishment and appropriate management of Fund Balances are intended to be consistent with the Utah Code, applicable portions of the Uniform Fiscal Procedures for Special Districts Act (“Uniform Fiscal Procedures Act”), applicable portions of the State Money Management Act (“Money Management Act”), Rules of the State Money Management Council, and applicable portions of the Municipal Bond Act (“Municipal Bond Act”).

### 11.1 INTENT

The Agency’s Reserves are intended to be used as a risk-management and solvency tool that is designed to grow with the risks and exposure of the Agency and allow the Agency to have cash on hand in the event of an unbudgeted demand for cash. The following guidelines are intended to provide the Agency with a strong reserve policy to strengthen the Agency’s financial situation through the maintenance of funds to handle cost overruns in the annual operations and maintenance expenses, ongoing and major capital repair and replacement and by maintaining cash to cover immediate cash needs resulting from emergencies or for unforeseen costs.

### 11.2 PURPOSE OF POLICY

In order to ensure fiscal integrity, the Agency maintains a high credit rating, provides for adequate planning, and will target the maintenance of certain fund balances as discussed below.

### 11.3 LIMITATION TO TOTAL OF FUND BALANCES

Regardless of the target fund balance amounts set forth in this policy, the total of the fund balance outlined herein (exclusive of any bond proceeds or designated reserves) shall not exceed the limitation as outlined in the Utah Code.

### 11.4 FUND BALANCE CLASSIFICATIONS AND TARGET BALANCES

Fund balance classification hierarchy is based primarily on the extent to which the Agency is bound to honor constraints on the specific purposes for which the amounts may be spent. The classifications and respective funds are as follows:

*ASSIGNED – Amounts intended to be used for a specific purpose*

- A. Operations & Maintenance (O&M) Reserve. The O&M Reserve is established to hold funds sufficient to offset normal fluctuations in revenues collected or annual operations and maintenance expenses. *The amount in this fund should be the equivalent of twelve months operational and maintenance expenses.* The target fund balance shall be set by the Board as a part of the budget process and shall be included in the periodic financial reporting of the Agency. It is recommended that these reserves be invested in highly liquid instruments such as the Utah Public Treasurer’s Investment Fund (“UPTIF”), short-term Government or Agency bills, commercial paper or repurchase agreements.
- B. Repair & Replacement (R&R) Reserve. The R&R Reserve is established to pay for unforeseen system repairs or replacements. Total funding to the R&R Reserve should be calculated

according to law. R&R Reserves are most appropriately held in instruments that are somewhat liquid but seek a slightly higher yield. These instruments can include those listed for the O&M Reserves, but can include longer term maturities, so long as the final maturity of any investment does not exceed the projected potential use of the fund balance.

*COMMITTED – Amounts constrained by Agency for particular purposes*

- C. Capital Projects Reserve. A Capital Project Reserve is held to maintain funds to hedge against any unforeseen construction cost change orders or overruns associated with capital projects. The balances maintained should be directly proportionate to the annual construction costs to be undertaken in the following three to five years. The balances held in this reserve will likely be the most volatile of the three reserves as the amount of construction planned for each year may vary significantly. *It is recommended that a minimum balance of 15% to 25% of the total of the following five years of annual expenses be held at any given time to provide a minimum level of coverage.* Capital Reserves are most appropriately held in instruments that are somewhat liquid but seek a slightly higher yield. These instruments can include those listed for the O&M Reserves, but can include longer term maturities, so long as the final maturity of any investment does not exceed the projected potential use of the fund balance. The expenditure of any amount over \$25,000 from the Capital Projects fund shall require Board Action.
- D. Self-Insurance/Contingency Reserve. The Self-Insurance/Contingency Reserves, intended to offset costs or delay in insurance payments resulting from an unforeseen major catastrophe or legal action, should maintain unrestricted fund balances at a level that will provide sufficient funds to protect the Agency against significant unforeseen costs not covered by any other reserves maintained by the Agency. This calculation shall exclude liability reserves (by policy, not law), capital trust account funds, bond funds, and general trust accounts (i.e., customer security deposits).

*RESTRICTED – Amounts constrained by others for a particular purpose*

- E. Impact Fee Reserve. The Impact Fee Reserve is established to accumulate funds received from the collection of impact fees and must be expended in accordance with state law. Minimum funding for this reserve fund is calculated according to state law and will fluctuate from time to time based on growth within the Agency.
- Other Funds Named by Agreement. The Agency may, from time to time, enter into agreements which require the Agency to maintain certain agreement-specific reserve funds. To the extent that such may be required in the future, the Agency's staff shall make recommendations to the Agency's Board of Trustees as to the implementation and accounting of those funds.
- Interest Rate Stabilization Fund. The Agency's Board of Trustees reserves the right to create an interest rate stabilization fund as a means of mitigating variable interest rate risk.



# CHAPTER 12

## AMERICANS WITH DISABILITIES POLICY

### 12.1 BACKGROUND

Title I of the Americans with Disabilities Act (ADA) prohibits an employer from discriminating against qualified individuals with disabilities in their recruitment, hiring, promotion, training, lay-off, pay, firing, job assignments, leave, benefits, and all other employment-related activities. The ADA also makes it unlawful for an employer to discriminate against an applicant or an employee, whether disabled or not, because of the individual's family, business, social or other relationship or association with an individual with a disability. Additionally, the ADA prohibits an employer from retaliating against an applicant or employee for asserting his or her rights under the ADA.

### 12.2 PURPOSE

The purpose of this policy is to comply with the provisions of the "Americans with Disabilities Act" and to provide reasonable accommodations to the known physical and mental limitations of a qualified applicant or employee with a disability unless the accommodation would impose an undue hardship. Another policy purpose is to provide guidance in determining types of reasonable accommodations that qualified individuals with a disability, as defined by the ADA, may require, and to implement a procedure to document inability to provide an accommodation due to undue hardship.

### 12.3 DEFINITIONS

**ADMINISTRATORS:** The General Manager, Operations Manager, Business Manager and Supervisors.

**DISABLED INDIVIDUAL:** A person having a physical or mental impairment that substantially limits a major life activity; a person having a record of such impairment; or a person being regarded as having such an impairment.

**ESSENTIAL FUNCTIONS:** The basic job duties that an employee must be able to perform, with or without reasonable accommodation. Fundamental job tasks as opposed to marginal, not critical, and not frequently performed job functions.

**LIGHT OR RESTRICTED DUTY:** A temporary adjustment of job tasks or duties which an employee is physically or mentally unable to perform due to a temporary disability.

**MAJOR LIFE ACTIVITY:** Activities that an average person can perform with little or no difficulty such as walking, hearing, seeing, speaking, breathing, performing manual tasks, learning, caring for oneself, standing and working.

**MENTAL IMPAIRMENT:** Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

**PHYSICAL IMPAIRMENT:** Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, hemic, and lymphatic, skin and endocrine.

**QUALIFIED INDIVIDUAL WITH A DISABILITY:** A person who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position held or desired and who, with or without reasonable accommodation, can perform the essential functions of the position.

**REASONABLE ACCOMMODATION:** Any change in the work environment or in the way things are customarily done that would enable an individual with a disability to perform the essential functions of the position sought.

**SUBSTANTIAL LIMITS:** A physical or mental impairment that affects the duration, extent, and manner in which a major life activity is performed.

**UNDUE HARDSHIP:** An accommodation that would be unduly costly, extensive, substantial, or disruptive, or one that would fundamentally alter the nature or operation of business when considered in the light of factors such as employer's size, financial resources, and the nature and structure of its operation.

## 12.4 HIRING PROCEDURE

- A. The Operations Manager and all others responsible for hiring shall provide reasonable accommodations to applicants with a disability in the application, interview, and examination process. These accommodations may include providing assistance in filling out the employment application, rescheduling the examination or interview, moving the examination or interview to an alternate Agency facility location, reading the test to the applicant, providing interpreters, visual aids, enlarged print, extended time limits, etc.
  - a. Requests for reasonable accommodations must be received by the Operations Manager at least two working days prior to the examination or interview.
  - b. All requests will be reviewed on a case-by-case basis, and decisions will be based on the type of request, the applicant's disability, and the nature of the job.
- B. The Agency shall not ask whether an applicant has a disability or inquire as to the severity of the disability.
- C. The Operations Manager shall have a current job description on file which identifies the essential functions of a position before a vacancy is advertised or filled.
- D. Administrators may inquire whether the applicant or employee is able to perform the essential functions of the job with or without reasonable accommodations.
- E. After a job offer is made and prior to the commencement of the employee's duties, the Agency requires that, as with all prospective employees, the disabled employee obtains a medical examination and drug and alcohol screen test. The employee's job offer is conditioned on the results of the medical examination; however, the employee will be excluded because of the existence of a disability only if there is no reasonable accommodation that makes it possible for the applicant to perform his or her essential job functions. The results of the medical examination will be kept confidential and will be maintained in a separate medical file.

## 12.5 REASONABLE ACCOMODATIONS IN THE WORKPLACE

Reasonable accommodations shall be provided to an employee with a disability who can perform the essential functions of the position held, unless the Agency can demonstrate undue hardship. Reasonable accommodations are required to ensure equal employment opportunity and to enable the disabled employee to perform the essential functions of the job, and to enable the disabled employee to enjoy benefits and privileges equal to that of non-disabled employees. The Operations Manager may inform the employee of the availability of accommodations and provide the individual with the opportunity to voluntarily suggest reasonable accommodations. It shall be the responsibility of the applicant or employee with a disability to request the type of accommodations necessary to perform the essential functions of the job. Reasonable accommodations may include:

- A. Restructuring the job (elimination of non-essential tasks, reassignment of work among co-workers, designing additional procedures for task accomplishment, etc.).
- B. Part-time or modified work schedule.
- C. Making facilities used by employees accessible to and usable by people with disabilities (for example, removing architectural barriers).
- D. Acquiring or modifying equipment or devices.
- E. Reassigning or transferring an employee to a vacant position.
- F. Adjusting or modifying examinations, training materials, or policies.
- G. Providing readers or interpreters.
- H. Job restructuring
- I. Providing additional unpaid leave.

Notwithstanding the foregoing, administrators are not required to lower performance standards to make an accommodation. Disabled employees are required to follow rules, policies, procedures, and standards others are required to adhere to in the work environment. Any accommodation that would pose a significant health or safety risk to the applicant, employee or others in the workplace is not reasonable.

## 12.6 TRANSFERS/REASSIGNMENTS

In cases where an employee is unable to continue performing the essential job functions even with accommodations, due to a permanent disability, Administrators may have thirty (30) days in which to attempt to transfer or reassign the employee to a vacant position.

- A. The employee may be placed on a leave of absence without pay while the department attempts to place the employee in another position.
- B. Supervisors who are unable to reassign or transfer a disabled employee shall notify the Operations Manager immediately. The Operations Manager of Administration may take an additional sixty (60) days to evaluate the vacancies available in the Agency in an effort to identify a position for which the employee may qualify and where the disability can be reasonably accommodated. During this period of time, the employee shall continue to be on leave without pay.
- C. If, in the judgment of the Operations Manager, a position is available for which the employee qualifies, the Operations Manager, in consultation and with the consent of the General Manager and the Supervisor wherein the vacancy exists, will effectuate a transfer.

- D. If a position is not found within the Agency, the employee will be terminated. The Operations Manager shall notify the terminated employee of any job openings that become available within the next thirty (30) days following the termination of employment.

## 12.7 COSTS

- A. The cost of reasonable accommodation shall be borne by the Agency.
- B. Applicants or employees with a disability who voluntarily offer to contribute toward the expense of an accommodation may be allowed to do so.
- C. Applicants or employees with a disability who wish to bring to the work environment equipment or devices that facilitate performing the essential job functions may be allowed to do so, unless the equipment or device is unreasonably or extraordinarily disruptive.

## 12.8 UNDUE HARDSHIP

Before an applicant or an employee is denied an employment opportunity because the accommodation required would pose an undue hardship, the Agency must consider the following:

- A. The nature and cost of the accommodation.
- B. The impact of the accommodation on the facility.
- C. The impact of the accommodation on other employees' abilities to perform their duties.
- D. The impact of the accommodation on the Agency's ability to conduct business or provide services.
- E. The financial resources of the Agency.
- F. The effect on expenses and resources.
- G. The Agency's operation, function and structure.

If cost causes the undue hardship, the Agency will consider whether funding for an accommodation is available from an outside source, such as a vocational rehabilitation agency, and if the cost of providing the accommodation can be offset by state or federal tax credits or deductions. The Agency will also give the applicant or the employee with a disability the opportunity to provide the accommodation or pay for the portion of the accommodation that constitutes an undue hardship. If a particular accommodation would be an undue hardship, the Agency will try to identify another accommodation that will not pose such a hardship.

## 12.9 UNDUE HARDSHIP DOCUMENTATION

When the Agency is unable to provide an accommodation, the Supervisor and Operations Manager shall document the Agency's inability to provide the accommodation.

- A. A letter/memorandum which follows the considerations outlined in Section 12.7 shall be submitted to the General Manager within five (5) working days of having informed the applicant or employee of the Agency's inability to provide the accommodation.
  - a. Supervisors shall document that they provided consultation with the individual requesting an accommodation. Supervisors shall consult with the General Manager before a request for an accommodation is rejected in order to assess the reasonableness of the denial and verify that resources available to the Agency have been explored.
  - b. A copy of the documentation shall be retained by the Supervisor and the Operations Manager and shall be made available to the applicant or employee for review.

- B. Upon notifying an applicant or employee of the Agency's inability to provide the requested accommodation, the applicant or employee shall be provided a copy of the complaint procedure set forth in Section 12.10.

#### 12.10 COMPLAINT PROCEDURE

- A. Public Complaints. Any member of the public can file a complaint regarding accessibility to buildings, employment, programs, services, or activities of the Agency with any Supervisor in the department where the complaint arises. A copy shall be provided to the General Manager.
- B. Employee and Job Applicant Complaints. Employees and job applicants may file a complaint with the Operations Manager. Upon receipt of a written or oral complaint, the Operations Manager shall immediately notify the General Manager and Supervisor of the department where the complaint originated.
- C. Reasonable Efforts. Reasonable efforts shall be made to internally resolve complaints at the Supervisor level. Complaints not resolved at the Supervisor level shall be referred to the General Manager.
- D. Inquiry. In cases where a complaint is not resolved at the Supervisor level or the complaint is not in agreement with the proposed resolution, the Operations Manager shall conduct an inquiry into the issues raised.
  - a. The Operations Manager will have thirty (30) calendar days in which to conduct an inquiry and prepare a report.
  - b. Confidentiality shall be protected to the extent possible under the law.
  - c. Copies of the report shall be forwarded to the complainant, the Supervisor and the General Manager.
  - d. The complainant may appeal the Operations Manager's report to the General Manager, who may conduct a hearing or otherwise attempt to resolve the matter.
- E. No person filing a complaint under this policy, no person named in the complaint, and no person who legitimately assists another in the prosecution of such a complaint shall be subjected to retribution of any kind for doing so. Retaliation may consist of but is not limited to open hostility, exclusion, or ostracism, special or more closely monitored work performance, demotion, suspension, or assignment to demeaning duties not otherwise performed during the regular course of the employee's duties. Any employee engaging in prohibited retaliatory activities shall be subject to disciplinary action.

# CHAPTER 13

## GENERAL POLICIES

### 13.1 BOUNCE HOUSE POLICY.

The Agency desires to promote safe parks and recreational opportunities for all Stansbury residents and users of the Agency's public property. To achieve this goal and purpose, the Agency has adopted the following policy which applies to all individuals and groups that make use of a bounce house or similar apparatus (collectively, a "Bounce House") at any Agency Park or other public facility. Use of a Bounce House in, on or about the Agency's parks and other public facilities requires the User to agree to the following terms and conditions:

- A. User must inform the Agency's General Manager or his/her authorized designee that User will be using a Bounce House in, on or about an Agency Park or other public facility as part of an event.
- B. User must select a Bounce House Company that has a current, nondelinquent business license.
- C. Use of the Agency's parks and public facilities constitute the User's and the participants' agreement to abide by all rules, policies, and conditions of the Agency, and serves as an acknowledgement and understanding of all waivers and disclaimers set forth in this policy.
- D. User must abide by all laws, state and federal, and all applicable ordinances and resolutions of the Agency and Tooele County, while using any of the Agency's parks and public facilities.
- E. All Bounce Houses must be rented from a company that has liability insurance on file with the Agency. The Bounce House Company must provide a certificate of insurance to the Agency evidencing current and valid personal injury, commercial general liability, and automobile liability insurance of not less than Three Million Dollars (\$3,000,000.00) Combined Single Limit, from a company authorized to transact the business of insurance in the State of Utah. The insurance company must have an AM Best Rating of not less than B 5. The Bounce House Company must provide an appropriate additional insured endorsement to the insurance policy or policies which contains this exact language: "The Stansbury Service Agency, and its officers, employees, agents, and volunteers are additional insureds under this policy number."
- F. All Bounce Houses must be set up no sooner than sunrise and taken down no later than sunset on the same day and are not allowed to remain in, on or about Agency parks or public facilities.
- G. All Bounce Houses must be set up and removed only by trained and qualified representatives of the Bounce House Company in compliance with manufacturer's specifications.
- H. Bounce Houses must not be tied or tethered to trees, tables, or other amenities or structures.
- I. Bounce House Users must provide adequate and appropriate adult supervision so that the use of the Bounce House by all Users and participants is in compliance with the manufacturer's recommendations and reflects a safe level of operation.
- J. Bounce House Users will be responsible for providing a generator for inflation of the Bounce House. THE AGENCY DOES NOT PROVIDE ELECTRICITY, WATER OR OTHER AMENITIES FOR

- THE USE OF BOUNCE HOUSES. The generator will be one noted as "quiet" and not generate noise in excess of applicable Tooele County or State of Utah standards. All generators shall be placed a safe distance from the Bounce House, and all electrical cords shall be properly insulated, grounded, and converted to prevent tripping hazards. Electrical cords running across a public street from a nearby residence are prohibited.
- K. All Bounce Houses and generators will be placed not more than 50 feet from the location of the area authorized for the event, as determined by the Agency General Manager or his/her designee. It is suggested that the User select the location several days before the event so that the distance between the Bounce House and the authorized location can be measured.
  - L. NO vehicle is allowed in, on or about the Agency's parks or public facilities, on the turf, or on walkways, even for loading or unloading the Bounce House.
  - M. Users, providers, and participants of the Bounce House are jointly and severally responsible for all damage caused by their use of the Bounce House in, on or about the Agency's parks and/or public facilities.
  - N. User and Bounce House Company agree to jointly and severally indemnify, protect, defend, save and hold harmless the Agency, its officers, employees, agents, and volunteers from and against any and all liability, claims, suits, and causes of action for death or injury to persons, or damage to property, resulting from intentional or negligent acts, errors, or omissions of User and/or the Bounce House Company arising out of the setup, use, or operation of the Bounce House, or from any violation of any federal, state, or municipal law or ordinance, to the extent cause, in whole or in part, by the willful misconduct, negligent acts, or omissions of User and/or the Bounce House Company related to the setup, use, or operation of the Bounce House.
  - O. THE AGENCY IS NOT RESPONSIBLE OR LIABLE FOR ANY DAMAGE TO THE BOUNCE HOUSE OR INJURY TO USERS OR PARTICIPANTS OF THE BOUNCE HOUSE OR OTHER SIMILAR INFLATABLES.
  - P. User and an authorized representative of Bounce House Company must expressly agree to the foregoing terms.

### 13.2 CLUBHOUSE POLICY.

- A. The Clubhouse may be rented by residents, non-residents, businesses, and nonprofit organizations.
- B. The person that signs the rental agreement is the primary responsible party for the payment and condition of the clubhouse.
- C. Clubhouse fees and deposits are set annually by the board and can be found in the Fee Schedule.
- D. Non-profit organizations may request reduced fee or free use of the Clubhouse.
- E. Families of military personnel may have free use of the Clubhouse for the purpose of having a going away or welcome home party for their soldier.
- F. Employees may use the Clubhouse free of charge for family events, however; they will not be allowed to schedule free use time more than seven days in advance of their proposed event.
- G. The Service Agency reserves the right to deny rental or free use of the Clubhouse to any and all individuals, businesses or organizations.
- H. No event reservation is valid until a completed, and signed Rental Agreement has been submitted, and accepted, along with the required rental fee and deposits.

- I. If the clubhouse is damaged beyond the amount of the damage deposit the responsible party renting the clubhouse will be required to pay the difference to restore the building to its original condition.
- J. Any exceptions to this policy must be authorized by the Service Agency Board of Trustees.

### 13.3 FACILITY FREE USE POLICY.

- A. Free use of SSA facilities is limited to non-profit organizations holding meetings or events that are of benefit to the community, as a whole. Persons or organizations holding commercial or for-profit events are not allowed free use of SSA facilities. No person or organization may use SSA facilities for free events that are meant to be advertising for a commercial enterprise. Any commercial venture using the parks or greenbelts, as a part of its business activity, may not set up signage or transact business within the park or greenbelt boundaries.
- B. Free use of the Clubhouse is limited to the main floor conference room, unless otherwise authorized by management or the Service Agency Board of Trustees.
- C. Organizations or individuals, using SSA facilities for free, are subject to all of the same rules and policies, as apply to paid rentals.
- D. Government agencies, providing services to the community, as a whole, may qualify for free use of SSA facilities, and likewise are subject to all of the same rules and policies that apply to paid rentals.
- E. Charitable organizations wishing to hold events for the benefit of a worthy cause, as determined by the Board of Trustees, may be granted free use of SSA facilities.
- F. Resident military personnel being deployed into harm's way, or returning from such deployment, are allowed free use of SSA facilities for a farewell or homecoming gathering. Non-resident military personnel are offered the resident rate for similar gatherings.
- G. The SSA does not rent or reserve the grassy areas, playgrounds, and non-pavilion picnic areas within its parks and greenbelts, with the exception of the sports fields and facilities. Except for sports fields and facilities that have been assigned to designated sports programs, all SSA facilities may be used on a first-come, first-served basis.
- H. Present and past SSA Board of Trustee members are allowed free use, within reason, of all SSA facilities. Free use of SSA facilities by current or former board members, however, is limited to personal or family use, or (with respect to the Clubhouse only) to use by a non-profit organization in which the board member is directly and actively involved. Further, for board member "free" uses of the Clubhouse as part of an organization, the board member must be present and may not simply "sponsor" another organization.
- I. The General Manager is allowed the same free use as Trustees.
- J. Full time or permanent employees are allowed occasional free use of SSA facilities but may not reserve such facilities until 7 days in advance of their event. Employees are allowed one swimming pool punch pass, for personal and family use, each year.
- K. The SSA Board of Trustees reserves the right to allow, limit or deny free use of any, or all, SSA facilities, to any individual or group, at any time. Further, in the event of conflict between conflicting requests for free use, the SSA Board of Trustees reserves the right to resolve the conflict in the manner selected by the Board in its sole discretion.

### 13.4 ORGANIZED SPORTS POLICY.

It is the mission of the Stansbury Service Agency (SSA) to provide and maintain recreation facilities throughout the community of Stansbury Park. With the exception of the Lake, all of the



facilities, which are owned and operated by the Service Agency, are open to use by the general public, including organized sports associations. In order to ensure that all interested parties have fair access to the above-mentioned facilities, and in order to provide for the proper maintenance of these facilities, the Stansbury Service Agency has adopted the following rules:

- A. Any use of SSA facilities by an organized sports association, for regular practices and/or games, must first be approved by the SSA.
- B. All organizations wishing to utilize SSA facilities, for their respective sports, must fill out a Facilities Use Agreement, prior to the beginning of their sport's regular season.
- C. Each sports association will be required to provide proof of insurance and must maintain a minimum of \$1,000,000.00 in general liability coverage.
- D. Sports associations may be assessed special fees, to offset the cost of extra required maintenance, caused by organized sports usage.
- E. Sports associations must restrict their use of SSA facilities, to the times and areas, authorized for their use, by the SSA.
- F. No games or practices may take place, at SSA facilities, outside of regular facility hours of operation. Activities after 9:00 pm or before 9:00 am may be interrupted by regular irrigation activities.
- G. Each sports association is responsible and liable for the conduct of their respective teams, coaches, players, and supporters, when they are using SSA facilities.
- H. All SSA facilities will be inspected at the beginning and end of each sports season. The repair of any damage that occurs, as a result of team play, will be the responsibility of the sports association assigned to that facility.
- I. On game days, sports associations are required to perform light bathroom maintenance (replace toilet paper, etc.) and pick up and remove garbage from the facility they use.
- J. Scheduling and scheduling conflicts, at any SSA facility, will be handled by the sports association that has been approved to use that facility. The SSA will maintain a roster showing which sports associations have been approved for use of SSA facilities, and the dates and times of their use.
- K. Modification of, or tampering with, any irrigation system's timers, valves, or sprinkler heads is not allowed. Such actions by teams, coaches, players, or supporters, could result in fines and revocation of facility use privileges.
- L. Public bathrooms and drinking fountains are not guaranteed to be available at SSA facilities before April 15th or after October 15th each year.
- M. Permanent structures such as goal posts, lights, fences, scoreboards, etc. may not be erected by any person or association at any SSA facility without the written permission of the SSA.
- N. The SSA is not liable for any accident, incident, injury, or damage, which may occur at their facilities, due to negligence or recklessness, on the part of the sports associations or their teams, coaches, players, or guests.
- O. The SSA reserves the right to authorize or deny the use of its facilities, by any individual or organization. The Stansbury Service Agency reserves the right to modify this policy at any time.
- P. Applicant must agree in writing to follow all of the rules stated in the Stansbury Service Agency Organized Sports Policy.
- Q. Applicant understands that the SSA is not liable for any accident, incident, injury, or damage that may occur at its facilities, due to negligence or recklessness, on the part of the Applicant or their team, coaches, players, or guests.

### 13.5 ATHLETIC FIELD USE POLICIES & RULES<sup>3</sup>

The Stansbury Service Agency (the “SSA”) offers reserved use of its athletic fields with the following policies and rules. Violations are subject to fees and fines as set forth in the Athletic Field Use Fee Schedule.

#### Athletic Field Policies

1. All fields are open to the public unless there is a Field Use Permit issued or closed by SSA.
2. Athletic Field Use Permit Applications will be accepted up to one year in advance of the event date. Requests submitted within 30 days will be assessed a late fee.
3. Proof of liability insurance is required in the amount of \$1,000,000 per occurrence. SSA must be named as additional insured.
4. No reservation or permit will be issued until approved by the SSA, fees are paid in full and proof of insurance naming the SSA as an additional insured is provided. An incomplete or inaccurate request form will not be processed. The applicant may be required to appear at the next available SSA Board meeting.
5. Among the criteria to be considered in granting reservations are the following:
  - a. timeliness of application;
  - b. availability of field and time slots;
  - c. residence of applicant (local Stansbury Park leagues have priority);
  - d. field condition as determined by the SSA;
  - e. proposed use schedules;
  - f. the type of activity and likely effect on the field; and
  - g. potential interference with the public ability to use and enjoy the Park.
6. Upon conclusion of the application process, receipt of full payment of fees and receipt of a certificate of liability insurance, an Athletic Field Use Permit will be issued to the approved applicant. The approved permit must be available for inspection at the field(s) during the time(s) of reservation(s).
7. Any person or group violating these Athletic Field Use Policies & Rules, its Athletic Field Use Permit or general rules of the Park may be subject to immediate cancellation of all reservations, forfeitures of fees and denial of future use. Additional fines for violations may be imposed according to the Athletic Field Fee Use Schedule.

#### Athletic Field Use Rules

1. The SSA reserves the right to limit or prohibit use of any field or area when in its discretion, determines:
  - a. weather conditions create a situation in which use of the field may damage the field;
  - b. the area is over-used or in need of repair;
  - c. conflicting uses exist; or
  - d. it is otherwise in the best interest of the Park and its patrons.
2. Permit holders are required to leave the area clean. Permit holders will be assessed a cleaning fee for SSA labor for any field repairs or cleanup required after field use, plus damage costs.

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<sup>3</sup> Policy Created 10/25/2023

3. No alcoholic beverages are allowed in the Parks.
4. No refunds will be issued for cancellations or unused reservations. Reservation dates and times may not be changed without prior written approval from the SSA.
5. Reservations may be rescheduled due to inclement weather or unplayable fields depending upon availability.
6. Permit holders must abide by park time regulations. All Parks are closed at 10:00 PM, and the Parks must be vacated at that time.
7. No equipment is included in any reservation unless specified in writing and agreed by the SSA.
8. No soliciting or sale of merchandise, raffles, food or other concessions are allowed in the Park without the express written consent of the SSA.
9. No Athletic Field Use Permit includes exclusive use of any parking lot. No attempt may be made to collect parking fees or otherwise restrict any member of the general public use of any SSA parking lot.
10. No vehicles/ATV/Golf Carts are allowed on the grass at any time.
11. Alterations or additions to existing athletic field facilities are prohibited. The use of backstops and fence lines for batting practice is strictly prohibited.
12. The introduction of soils or substances onto athletic fields is prohibited, except the use of field paint, line-marking substances, and "Diamond Dry" are allowed.
13. The use of detergents, fertilizers, fuels or other materials to burn boundary lines into any park grass is prohibited.
14. A permit to use any field may not be assigned or transferred to any other group.
15. Vandalism or intentional damage to Park fields or facilities will be referred to the appropriate authority for prosecution.
16. Use of the field shall cease should any hazardous condition on the field arise.
17. Permit Holder is responsible to provide restroom facilities when Park restrooms are not present, sufficient or operational.
18. The SSA assumes no responsibility for lost items or any cost or expenses arising from use of the athletic fields.
19. Responsibility for injury, damage, loss and all liability rests with the permit holder, who shall hold the SSA harmless.
20. Users agree to conduct themselves in such a manner to avoid potential conflict or injury to non-participating bystanders, and to comply with all rules and regulations governing the Park.
21. All permit holders are liable for damage to fields occurring during their use.
22. SSA staff monitors field use to prevent abuse of fields. Please cooperate with SSA staff to ensure a smooth event.

### 13.5 SIGN POLICY.

Stansbury Service Agency ("SSA") regulates signs on Service Agency property to avoid visual clutter, ensure traffic and pedestrian safety, to maintain an attractive appearance, and prevent the accumulation of litter and debris on public property.

- A. Per Utah code signs of any kind are prohibited from being placed on utility poles, traffic signs or other state-owned property.
- B. Permanent signs of any kind are prohibited from being placed or erected on SSA property.

- C. Temporary signs including but not limited to - banners, yard signs, posters, and A-boards, may be placed on Service Agency property with permission.
- D. Types of signs that may be approved include - private and community events, yard sale, school events, fundraisers, campaign signs and sports events.
- E. Signs advertising commercial businesses will not be approved unless the business has a current lease agreement with the SSA.
- F. Signs may not be more than 4' x 6' in size. Possible change to allow larger signs per management's discretion. <sup>4</sup>
- G. Signs must be placed 2 feet from the roadway and cannot obstruct any view for motorists.
- H. Signs must be removed within 24 hours after the end of the event or approved period.
- I. Campaign signs may be placed on service agency property in right of ways and greenspaces only. Campaign signs are prohibited from being placed at any Service Agency Park or facility. Campaign signs may be placed 30 days prior to a primary or general election and must be removed within 5 days following the election. Campaign signs are limited to no more than 10 per candidate or initiative.
- J. All signs must be approved by the Service Agency management prior to being placed on Service Agency property.
- K. A deposit is required prior to approval by management. If any sign is not removed within the time indicated in this policy or approval form the deposit will be forfeited. See Fee Schedule for deposit amount.
- L. Sign approval request forms are available at the SSA office or on the website. Service Agency staff will notify those requesting sign approval within 2 business days of submitting an approval request form.

### 13.6 SOCIAL MEDIA POLICY.

This policy is to provide guidelines for behavior and retention on all forms of social media for agency-owned social media accounts. Stansbury Service Agency ("SSA") recognizes the important role that social media plays in the agency-community relationship. Social Media is a practical and efficient channel for communicating important information to stakeholders, including residents and the larger community. Although the SSA's website is the authoritative source for information about the agency, the agency's social media accounts will constitute the front line of official communication with the public. Use of official social media accounts requires accountability, self-discipline, etiquette, and skill. Access to these accounts should therefore be limited to specific individuals with specific, well-defined roles.

- A. Employees and representatives of SSA will conform to all appropriate laws and regulations when utilizing social media channels.
- B. SSA will create and maintain various social media accounts as deemed appropriate by the Board for the SSA's audience. Any new platform must be authorized by the Board before accounts are created.
- C. Access to official social media accounts will be limited to the agency General Manager, a single backup designee from the staff, and a single Board member as designated by the Board Chair.

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<sup>4</sup> Policy Revised 04/26/2022

- D. Board member access to official social media accounts is exclusively for purposes of governance.
- E. Account administrators will not share personal pages or posts to the SSA timelines.
- F. Account administrators will use discretion when sharing third party, non-personal posts to the timelines (see “Guidelines” below).
- G. Account administrators will not comment on or react to third party postings.
- H. Postings to official social media channels shall avoid content that may be deemed political, polarizing, controversial in any way, or that represents the mood, political bias or philosophical leanings of the individual poster.
- I. Official social media channels will not be used for personal marketing.
- J. Postings to official social media channels should adhere to the style guidelines enumerated in the Guidelines section below.
- K. Ultimately, the poster takes sole responsibility for what they post to official social media channels. Violating any part of this policy will result in immediate loss of access to all official social media accounts.
- L. All page data will be downloaded annually and stored according to the Public Records Policy.
- M. Guidelines:
  - a. Official social media should be used to provide unique perspectives on what is happening at the agency. Posts should be written in an interesting and informative manner.
  - b. Write shorter entries more often to show you are engaged.
  - c. Post meaningful, polite, and respectful comments.
  - d. Take any conversation that is not immediately applicable to the general audience offline.
  - e. Do not pick fights or engage in irrelevant discourse.
  - f. Do not post or comment as an individual. You are not you when using official SSA channels. You are SSA.
  - g. Do not respond negatively to comments with which you do not agree.
  - h. Properly attribute all content. Do not repost copyrighted material (including graphics) and use links to original sources as appropriate.
  - i. User proper grammar, punctuation and appropriate paragraph spacing.

### 13.7 STANSBURY LAKE MANAGEMENT POLICY<sup>5</sup>

- A. Whereas, the maintenance and improvement of Stansbury Lake, Millpond and surrounding public areas for the recreational use and enjoyment of Stansbury residents was one of the primary reasons for the creation of the Stansbury Service Agency (the “Agency”).
- B. Whereas ideal lake and pond conditions include balancing high-water quality, healthy plant and animal life, and recreational opportunities.
- C. Whereas, current lake and pond conditions include good water quality, a mix of invasive and native plants, healthy populations of fish and other aquatic wildlife.
- D. Whereas current concerns regarding the lake and pond include an over-abundance of invasive plant species on shore and in water impacting both water quality and recreation, an

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<sup>5</sup> Policy Created 03/09/2016

- overabundance of geese, lack of fishing dock amenity, and inadequate signage and rules enforcement.
- E. Whereas, the challenges our lake faces include its shallow depth, large watershed including farming, industrial and residential properties, a shoreline owned by hundreds of different people and entities, low flow-through, and limited funding.
  - F. Therefore, the Agency adopted the Stansbury Lake and Millpond Management Plan of 2020-24 and tasks the General Manager to implement it. The plan includes:
    - a. Lake Maintenance Tasks by Season
    - b. Ongoing Data Monitoring Tasks
    - c. Projects by Year
    - d. Resident Outreach Tasks
    - e. Appendices: A. History of Stansbury Lake, B. Survey of Possible Actions, C. Lake Depth Map, D. Lake Sediment Map, E. Lake Vegetative Biomass Map, and F. Sample Outreach Information and Materials
  - G. The General Manager will review data semi-annually in March and October and present a summary to the Agency Board of Trustees. In November, recommendations should be made as part of the following years' budgets. In March, the General Manager should propose to the Service Agency Board of Trustees any final adjustments to the current year projects and maintenance plan. A brief memo summarizing this review and any adjustments to be made should be attached to the plan and filed with the Service Agency Business Manager. A new plan should be drafted every five years.

### 13.8 STANSBURY SERVICE AGENCY LAKE USE POLICY

The Stansbury Service Agency desires that all residents of Stansbury Park have full access to the Lake. The Agency is cognizant of the potential problems that such usage could create, so it has adopted a set of rules and procedures to govern such usage.

The Stansbury Service Agency hereby resolves that the residents of Stansbury Park may use Stansbury Lake under the following conditions:

**Residency** - Only the residents of Stansbury Park, or their accompanied guests, are allowed to use Stansbury Lake and its amenities.

**Propulsion** - No gas powered engines are allowed on the lake. Electric, wind, and man powered watercraft are allowed.

**Operation of Watercraft** - Operators must conform to the State of Utah boating regulations regarding the use of motorized watercraft. Those regulations include the presence of lifejackets for each and everyone in the craft, the safe operation of the craft, and the use of state-approved running lights after dark. The entire Stansbury Lake is designated a no-wake zone. Operators of electric motors may not create a wake.

**Fishing**- Fishing is allowed only for residents, and their accompanied guests. All fish must be released back into the lake after being caught. Fisherman should be careful to respect private property and other patrons of the lake, when fishing.

**Disruptive Activities** - Operators of watercraft must operate their craft in a non-disruptive manner. Users of the lake, and its adjoining parks and greenbelts, are required to abide by the noise ordinances of Tooele County, which prohibits loud music or activities after 10:00 pm. Operators of an electric-powered watercraft are prohibited from operating the motor within 20 feet of any shoreline, with the exceptions of launching and

recovering watercraft.

**Registration** - Operators of watercraft are required to register their boat and/or motor with the Stansbury Service Agency, in advance of operation. A one-time fee of \$5.00 will be charged for boat registration and a one-time fee of \$5.00 for motor registration. A registration form can be obtained from the Stansbury Service Agency Office located at the Stansbury Park Clubhouse during normal business hours, of 8:00 am to 4:00 pm. After completing an approved registration form, applicants will receive a motor and/or boat registration sticker, which must be permanently attached and displayed at all times on the boat and/or motor.

**Enforcement** - Stansbury Lake is a private lake. Unauthorized use of the Lake is considered trespass. The Stansbury Service Agency reserves the right to enforce trespass violations of the lake and will report them to the Tooele County Sheriff's Department for prosecution. Violations of the rules of watercraft operation, on Stansbury Lake, may result in the revocation, at any time, of an individual's lake use privilege. The Stansbury Service Agency also reserves the right to waive the motor type and speed rules for maintenance and/or enforcement purposes.

The Stansbury Service Agency Board of Trustees, acting in an official capacity, will be the final board of arbitration on any enforcement action taken, in regards to Lake Use Policy violations.

The Stansbury Service Agency reserves the right to make any and all changes to this policy at any time.

### 13.9 VENDOR LEASE POLICY<sup>6</sup>

- A. No Vendor may operate a business on property owned by the Stansbury Service Agency (the "Agency") without the permission of the Agency Board of Trustees.
- B. Locations that may be leased to vendors will be determined by the Agency Board of Trustees.
- C. The Agency may issue a Request for Proposals to determine if there are vendors interested in leasing Agency property for the operation of their business.
- D. Vendors wishing to lease space should submit proposals which include: a description of the product or service that is to be sold, the desired location, desired hours of operation, desired beginning date and end date, power requirements, space requirements, waste management plans, proposed length of lease, and proposed lease rate.
- E. Each approved location may be leased for a period of up to 3 years, at the end of which, the RFP process will be repeated for each location.
- F. The Agency Board of Trustees will review proposals and, based upon the information provided, will determine which vendors will be given the opportunity to lease space for the operation of their business.
- G. The Agency reserves the right to negotiate the final terms of each lease, once an opportunity to lease has been awarded.
- H. Vendors without a long-term lease may set up operations on Agency property, if approved by the Agency. Vendors operating without a long-term lease will be charged a daily rate, which will be determined by the Agency.

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<sup>6</sup> Policy Created 04/26/2017

- I. The Agency reserves the right to deny any and all vendors the right to lease space at any of its properties.
- J. No lease may be transferred to a different vendor without the permission of the Agency.



# APPENDIX

## APPENDIX A

### FINANCE COMMITTEE BYLAWS<sup>7</sup>

#### General Purpose

The Finance Committee is commissioned by and responsible to the Board of Trustees. The committee has the responsibility for working with the General Manager to create the upcoming fiscal year budget; presenting budget recommendations to the Board; monitoring implementation of the approved budget on a regular basis and recommending proposed budget revisions; recommending to the Board appropriate policies for the management of the agency's assets; and, conducting trainings as needed to ensure that each board member has an appropriate understanding of the agency's finances to conduct proper financial oversight.

#### Appointments and Composition

1. Appointments of the chair and members of the Finance Committee shall be made annually by the Board Chair with the advice and consent of the Board.
2. The chair of this committee shall be a member of the Board.
3. Appointed members of this committee must include the SSA Treasurer, SSA Accountant and at least two members of the Board.
4. Additional committee members may be appointed by the Board Chair and may or may not be members of the Board or staff.
6. Members of this committee may be removed at any time by the Board Chair or by majority vote of the full Board.
7. Committee members who are not Board members or staff shall sign a non-disclosure agreement.

#### Responsibilities

1. Assist the agency staff to prepare and present to the full Board the annual budgets. Drafts of each budget will be available by October 15th for review and for possible adoption in the November board meeting.
2. Collaborate with the agency staff to develop and annually revise a three-year financial forecast. Develop long-range financial plans based on forecasts and make available by September 1 for review and possible adoption in September board meeting.
3. Review and recommend to the board all budget requests outside of the annual budget process.
4. Review annual agency objectives as part of the planning and budgeting process.
5. Conduct board member training on understanding the agency's financial statements as needed.
6. Provide oversight on management of agency facilities, inventory and infrastructure.
  - b. Prepare the Fraud Risk Assessment by December 31st to be presented to the Board at the next Annual Meeting.<sup>1</sup>
  - c. Report to the Board of Directors at regular meetings of the Board in a manner determined by the Board.

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<sup>7</sup> Policy Created 10/2021

## APPENDIX B

### POLICY COMMITTEE CHARTER AND BYLAWS<sup>8</sup>

#### General Purpose

The Policy Committee (“Committee”) is commissioned by and responsible to the Stansbury Service Agency Board of Directors (hereinafter the “Board”) to review, adjust, develop, and recommend policies for approval by the Board and monitor policy implementation, with the goal of advancing the strategic mission the Stansbury Service Agency (“SSA”).

#### Appointments and Composition

1. The Committee shall be composed of no less than two members of the Board, the General Manager, and appointed staff.
2. Appointments shall be made by the Board chair with the advice and consent of the Board.
3. Appointments shall be for one year and may be renewed annually upon approval of the Board during the first Board meeting each January.
4. Members may be removed from the Committee by a majority vote of committee members for violation of these bylaws or the governing bylaws of SSA, failure to fulfill committee duties, malfeasance, or undisclosed conflict(s) of interest.
5. The Committee may meet as necessary but no less than on a quarterly basis.
6. Decisions “to recommend policies to the board” are made by a majority vote of committee members present at the time of the vote.
7. The Committee shall elect its own officers. The Committee chair shall be a member of the Board.
8. Officers to include Committee Chair and Secretary.
  - a. Chair duties:
    - i. Conduct meetings.
    - ii. Set meeting agenda.
    - iii. Make assignments as necessary.
  - b. Secretary duties
    - i. Distribute meeting agendas and meeting minutes to committee members or advise members that information is available.
    - ii. Prepare meeting documents and information for committee members.
    - iii. Take meeting minutes.
    - iv. Maintain committee records.

#### Responsibilities

1. Recommend updates to the SSA charter, Administrative Policy Manual, Personnel Manual, and Master Plan.
2. Recommend updates to policies to maintain legal compliance with current legislation and regulatory changes regarding special service districts and local government entities.
3. Recommend updates to other internal operational policies.
4. Gather public input as needed.

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<sup>8</sup> Policy created 7/26/2023

## APPENDIX C

### CAPITAL IMPROVEMENT PLANNING COMMITTEE BYLAWS<sup>9</sup>

#### General Purpose

The Capital Improvement Planning Committee (CICP) is a collaborative body comprised of members of the SSA Board of Directors, management, and staff. The committee shall study proposed capital projects, major equipment purchases and improvements involving major new and replacement tangible assets and project that: 1) are purchased or undertaken at intervals of not less than five years, and 2) have a useful life of at least five years, and 3) have a cost of at least \$5,000.

#### Appointments and Composition

1. The Committee shall be composed of no less than two members of Stansbury Service Agency Board of Directors, the General Manager, and appointed staff.
2. Community members may be invited to participate in an ad hoc manner as determined by the committee.
3. Appointments from the Board of Directors shall be made by the Board Chair with the advice and consent of the Board.
4. Members may be removed from the committee by majority vote of committee members for violation of these bylaws or the governing bylaws of Stansbury Service Agency, failure to fulfill committee duties, malfeasance, or undisclosed conflict(s) of interest.
5. Appointments shall be for one year to renew on the first of January each year.
6. The committee shall elect its own officers.
7. Decisions are made by majority vote of committee members present at the time of the vote.
8. Officers to include Committee Chair and Secretary.
  1. Chair duties
    - i. Run meetings.
    - ii. Set meeting agenda.
    - iii. Make assignments as necessary.
  2. Secretary duties
    - i. Distribute meeting agendas and meeting minutes to committee members or advise members that information is available.
    - ii. Prepare meeting documents and information for committee members.
    - iii. Take meeting minutes.
    - iv. Maintain committee records.
9. The committee may meet on a monthly basis but no less than a quarterly basis.

#### Responsibilities

1. Collaborate with Finance Committee to develop funding plan for annual Capital Improvement Plan (CIP).
2. Prepare proposed annual Capital Improvement Plan (CIP) and proposed capital budget for the succeeding year to present to the Board of Directors for review at the July work meeting.
3. Collaborate with management and staff to develop a working five-year capital improvement plan.

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<sup>9</sup> Policy Created 4/26/2023

4. Act as oversight body on current capital projects to ensure completion of project within defined timeline and budget.