

Tab 2

Agenda Item: Consider approval of changes to Policies and Procedures of the District

Objective: Annual approval of changes to the Policies and Procedures Manual

Background: The Finance Committee, Engineering Committee, and Management Advisory Committee annually review specific chapters in the District's Policies and Procedures Manual. This periodic review usually takes place in May or June of each year after the Utah legislative session and the resulting implementation of any new laws affecting District policy. Staff and legal counsel conducted the review.

The Management Advisory Committee reviewed the proposed changes to the Policies and Procedures Manual except for Chapters 3, 4, 5 and 16. The Finance Committee reviewed proposed changes to chapters regarding fiscal and budget (3), investment (4), and debt (5). The Engineering Committee reviewed the proposed changes to Chapter 16 - regulations for non-District use of rights-of-way. The following is a summary of the proposed changes:

Proposed changes in Chapter 3

- Changed "local district" to "special district".
- Changed reference to the Uniform Accounting Manual for Local Districts to Uniform Accounting Manual for all Local Governments.
- Section 3-627 Property Tax Levy – The following changes are proposed:

Utah Code Ann. § 59-2-912 requires the District to adopt a proposed tax rate, or if the rate is equal to or less than the certified rate, adopt a final tax rate, on or before June 22 each year. Utah Code Ann. §§ [17B-1-1001 through 1003](#), [17B-2a-608](#), and 59-2-919 through 923 govern in situations where the District intends to set a tax rate above the District's certified rate. Those Sections require [the Trustees to report the proposed tax increase to the legislative bodies of the Member Cities, the legislative bodies of the Member Cities to approve the proposed tax increase](#), special notice of the tax increase, and a public hearing held at or after 6:00 p.m.

Proposed changes in Chapter 5 –

- paragraph 5-13 Publication of Notice – language was added that also requires posting of Public Notices at the District offices and website.

Proposed changes in Chapter 6

- Section 6-1207 Certification of Change Order: Added section outlining the use of and approval limits of construction work change directives and change orders.
- Section 6-1302 Alternative Methods of Construction Contracting Management: Updated to reflect current procurement code requirements.

Proposed changes in Chapter 10

- Section 10-6 Sick Leave: Added option, with supervisor's approval, to use sick leave or any other accrued time for unsafe driving conditions due to inclement weather. Also added details from the Employee Manual that were not included in the P&P.
- Section 10-20 Reasonable Accommodations for Pregnant Workers: New section to address recent changes for the Pregnant Workers Fairness Act (PWFA) and the Providing Urgent Maternal Protections (PUMP) for Nursing Mothers Act.
- Section 10-33 Whistleblower Policy: Added that an employee may be represented by counsel, examine evidence, and the board may set the requirements for the hearing.
- Clarification in wording through various sections to reflect District practice.

Proposed changes in Chapter 16

- Adding the SLAR Corridor to the list of applicable property interests.
- Stating how fence footings differ from other poles.
- Identifying responsibility for drainage to those who alter the District's grade.
- Noting the need to refer to state regulations for parallel utilities in easement.
- Clarifying the appeals process.

Committee Activity: The Management Advisory and Finance Committees met on May 21, 2024 and the Engineering Committee met on June 4, 2024 to review proposed changes. The committees recommend approval of the P&P chapters they reviewed by the full board.

Recommendation: Approval of changes to the Policies and Procedures of the District.

Attachment:

- P&P Chapter redlines

CHAPTER 1 TRUSTEES

Last Updated: ~~June 12, 2023~~ June 17, 2024

PREFACE

Certain provisions of this Chapter of the Policies and Procedures Manual (“P&P”) of the Metropolitan Water District of Salt Lake & Sandy (“District”) are mandated by statute, specific document signed or adopted as a part of the annexation of Sandy City into the District, contract, or bond document. In most such instances specific statutes, annexation documents, contracts, and bond documents are referenced. Except as mandated by applicable statute, annexation document, contract, or bond document, P&P Sections are subject to change by the Board of Trustees of the District (“Board”) without notice. Except as otherwise stated, or otherwise dictated by applicable law, these Sections contain “policies and procedures” which are mandatory directives of the Board to be followed by the Trustees and staff absent a different directive or approval of the Board. Absent sufficiently exigent circumstances, such different directive or approval of the Board should precede action which varies from these Sections. Occasionally the Board may adopt “regulations” pursuant to authority granted by Utah Code Ann. §§ 17B-1-103, 17B-1-301(2)(i) that have the force and effect of law, and may be applicable to the activities of persons or entities who are not Trustees or staff. Occasionally these P&P Sections are stated in terms of “goals,” “objectives” or “guidelines,” that give the Trustees and staff general direction, but do not mandate particular end results or particular procedures. Except as otherwise stated, or as otherwise provided by applicable law, these Sections are not intended to create any claim or cause of action, set any standard of care applicable to any claim or cause of action, nor provide any evidence of standard of care for the purposes of any claim or cause of action. The District’s General Manager (“GM”) is authorized to make non-substantive grammatical and format changes to the P&P. Utah Code Ann. Title 17B applies to Special Districts. Some parts of Title 17B apply only to specific kinds of Special Districts. For example, the Metropolitan Water District Act (“MWD Act”) is Part 6 of Chap. 2a of Title 17B, and that Part applies only to Metropolitan Water Districts. If there is a conflict between the MWD Act provisions and other Special District provisions, the MWD Act provisions take priority. Utah Code Ann. § 17B-2a-602(4).

1-1 NUMBER

- 1) Utah Code Ann., Title 17B, Chap. 1, Part 3 deals with Trustees. Utah Code Ann. § 17B-1-302 allows the Board to set the number of Trustees at an odd number of no less than 3 by a 2/3 vote. No change in the number of Trustees may shorten any Trustee’s term. Section 604 of the MWD Act, Utah Code Ann. § 17B-2a-604(2), allows the District to determine the number of Trustees by agreement with member cities. Pursuant to Paragraph 8 of District Resolution 1633, adopted as part of the annexation of Sandy City into the District, and approved by and relied upon by the District’s member cities, the total number of Trustees shall be 7. Five Trustees are appointed by

at least one of which is the District's large conference room, and state if public comment will be accepted during the meeting. Upon written request received at least 12 hours before the electronic meeting, space and facilities shall be provided at the anchor location so that interested persons and the public may attend, monitor and participate in the open portions of the meeting. Any Trustee who is connected electronically and can be heard will be included in calculating a quorum.

- 13) Conduct of the Meeting. Except as otherwise provided by the P&P or applicable law, or as directed by the Chair, meetings will be conducted pursuant to Robert's Rules of Order. Board meetings will be conducted by the Chair if present, by the Vice-Chair in the Chair's absence, by the Secretary in the absence of the Chair and Vice-Chair, or by a Trustee elected by the Board in the absence of the Chair, Vice-Chair and Secretary. The Trustee conducting the meeting may make or second motions and may vote on any matters upon which a vote is called for. The Trustee conducting the meeting may establish parameters for the conduct for public hearings designed to maintain order and decorum and fairly apportion available time. Absent consent of the Chair in advance, public comments should be limited to 5 minutes.
- 14) The Trustee presiding over the meeting may, without motion or vote, expel a person who willfully disrupts a meeting to the extent that orderly conduct is seriously compromised. Any Trustee may move the expulsion of a person under such circumstances.

1-12 BOARD OFFICERS

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

1-13 GENERAL MANAGER AND GENERAL COUNSEL

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

1-14 COMMITTEES OF THE BOARD

- 1) Standing committees of the Board shall include the Executive Committee, the Management Advisory Committee, the Engineering Committee, the Finance Committee and the Environmental Committee. The Executive Committee consists of the Chair, Vice-Chair and Secretary. Members of other standing committees shall be appointed by the Board. The Board may appoint additional ad hoc committees. Except

CHAPTER 3 FISCAL AND BUDGET

Last Updated: ~~February 26, 2024~~June 17, 2024

PREFACE

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

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

3-601 DEFINITIONS

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

3-602 FISCAL YEAR

- 1) Utah Code Ann. § 17B-1-602 allows the Board to select a fiscal year beginning January 1 or July 1. The District’s fiscal year is July 1 to June 30.

3-603 UNIFORM ACCOUNTING SYSTEM

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

3-604 FUNDS AND ACCOUNT GROUPS

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

3-612 RESERVE COMMITMENTS AND GOALS

- 1) Certain reserve balances are required by agreement and/or the District's Master Bond Resolution, District Resolution Number 1739, adopted April 29, 2002 (the "Master Bond Resolution"). Other reserve balances are subject to change at the discretion of the Board. To the extent the District has discretion, the Finance Committee shall, consistent with Utah Code Ann. §§ 17B-1-612 and 613, make recommendations to the Board regarding the application and/or disposition of reserve balances in excess of the goals described here.
- 2) Operations & Maintenance Reserve. Section 5.05 of the Master Bond Resolution requires the District to maintain a minimum balance in the Operations and Maintenance Reserve Fund of 3 months operation and maintenance costs based upon the current annual budget. The target balance shall be set by the Board as a part of the annual budget process and shall be stated along with the current Operations & Maintenance Reserve balance in the periodic financial reporting of the District.
- 3) Capital Projects Reserve. Section 5.09 of the Master Bond Resolution requires that the amount of \$650,000 be maintained in the Renewal and Replacement Reserve Fund to meet extraordinary operations and maintenance costs as well as unusual loss or damage. Section 5.09 of the Master Bond Resolution allows this amount to be altered by future supplemental resolutions. In addition to these funds, money will be held for additional construction costs not defined in the Renewal and Replacement Reserve Fund relating to capital cost overruns, additional costs related to project timings, unbudgeted capital projects, and other contingencies. The Capital Projects Reserve, which shall include the Renewal and Replacement Reserve Fund and all other capital project reserves, shall be directly proportionate to the annual construction costs to be undertaken in the following 3 to 5 years. The goal of the District shall be to maintain a minimum balance of 15% to 25% of the total of the following 5 years' annual capital expenses, not to exceed \$10,000,000, at any given time. It is not intended that the Capital Projects Reserves duplicate any contingencies or reserves which are a part of any financing.
- 4) Self-Insurance/Contingency Reserves. The Self-Insurance/Contingency Reserve is intended to cover expenditures required to pay insurance deductibles and self-insured retentions, offset delays in insurance payments, protect against losses in excess of insurance limits, protect against exclusions in insurance coverage, and protect against denials of insurance coverage, all resulting from any unforeseen losses, claims or legal actions. The goal of the District is to maintain an unrestricted Self-Insurance/Contingency Reserve balance at a level that will provide funds to protect the

3-623 EMERGENCY EXPENDITURES

- 1) The Board may, by resolution, amend the budget and authorize an expenditure of money that results in a deficit if:
 - a) the Board determines that:
 - i) an emergency exists; and
 - ii) the expenditure is reasonably necessary to meet the emergency; and
 - b) the expenditure is used to meet the emergency.

3-624 LAPSE OF APPROPRIATIONS - EXCEPTIONS

- 1) All unexpended or unencumbered budget appropriations lapse at the end of the budget year.

3-627 PROPERTY TAX LEVY

- 1) The Board at a regularly scheduled meeting or special meeting called for that purpose, shall, by resolution, set the real and personal property tax rate for various District purposes by the date set under Utah Code Ann. § 59-2-912, but the rate may be set at an appropriate later date in accordance with Sections Utah Code Ann. §§ 59-2-919 through 923. Utah Code Ann. § 59-2-912 requires the District to adopt a proposed tax rate, or if the rate is equal to or less than the certified rate, adopt a final tax rate, on or before June 22 each year. Utah Code Ann. §§ 17B-1-1001 through 1003, 17B-2a-608, and 59-2-919 through 923 govern in situations where the District intends to set a tax rate above the District's certified rate. Those Sections require the Trustees to report the proposed tax increase to the legislative bodies of the Member Cities, the legislative bodies of the Member Cities to approve the proposed tax increase, special notice of the tax increase, and a public hearing held at or after 6:00 p.m. It is the District's goal to set the tax rate at a meeting held at or after 6:00 p.m. to facilitate public comment whether required by statute or not. If the tax levy is to be above the certified rate the District's final budget cannot be adopted until after the just described public hearing. The District may, until the final budget is adopted, expend money based upon the tentative budget or on its prior year's final budget as amended, if the prior year's budget is readopted by resolution at a properly constituted Board meeting.
- 2) The combined levies for all purposes in any year, excluding the retirement of general obligation bonds, the payment of any interest on the bonds, and any taxes expressly authorized by law to be levied in addition, may not exceed the limit enumerated by the laws governing the District.

- 1) The Clerk shall prepare and present to the Board detailed financial reports, at least quarterly, in a form approved by the Board, showing the financial position and operations of the District for that quarter and year-to-date status. As a guideline the Clerk shall prepare and present to the Board detailed financial reports monthly whenever practicable. The Clerk shall prepare and present to the Board available financial and statistical information in any format reasonably requested by any Trustee.

3-639 ANNUAL FINANCIAL REPORTS

- 1) Within 180 days after the close of each fiscal year, the District shall prepare an annual financial report in conformity with generally accepted accounting principles as prescribed in the Uniform Accounting Manual for all Local ~~Districts~~ Governments. This requirement may be satisfied by presentation of the audit report furnished by the independent auditor. Copies of the annual financial report and the audit report furnished by the independent auditor shall be filed with the State Auditor, shall be submitted to member cities as described in Section 3-703 of the P&P, and shall be filed as a public document in the District's offices.

3-640 INDEPENDENT AUDIT

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

3-641 DISTRICT MAY EXPAND UNIFORM PROCEDURES – LIMITATIONS

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

3-642 APPROVAL OF CONTRACTS AND EXPENDITURES

- 1) The approval of expenditures required under this Section of the P&P is in addition to requirements for proper budget appropriations, P&P Section 3-619 and 3-620,

CHAPTER 5 DEBT

Last Updated: ~~June 21, 2021~~ June 17, 2024

PREFACE

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

5-1 INTENT

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

5-2 AUTHORIZATION TO ISSUE BONDS

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

5-3 CREDIT RATING OBJECTIVES

- 1) As the District issues debt, its objective will be to maintain or improve its ratings. The District may employ any of the credit enhancements described in P&P Section 5-4 to maintain or improve the District’s credit ratings.

5-4 CREDIT OBJECTIVES AND ENHANCEMENTS

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

5-5 LIMITATIONS OF INDEBTEDNESS

- 1) The District goal is to maintain revenues and expenditures such that total revenues for each fiscal year minus total expenditures for each fiscal year equals 125% of debt service for each fiscal year. The District objective is to issue all debt instruments in the most cost effective manner reasonably possible. Any legal and reasonable method may

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

5-11 GENERAL OBLIGATION DEBT

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

5-12 BOND ANTICIPATION NOTES

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

5-13 PUBLICATION OF NOTICE

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

5-14 UNDERWRITING SERVICES

- 1) Unless otherwise directed by the Board, underwriting services for bond transactions will be solicited on a “per issue” basis. These services will be considered professional services and solicited in accordance with applicable procurement policies. The

CHAPTER 6 PROCUREMENT REGULATIONS

Last Updated: ~~October 16, 2023~~ June 17, 2024

PREFACE

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

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

All District expenditures must be properly appropriated as described in P&P Chapter 3. Once a District expenditure has been properly appropriated, this Chapter of the P&P describes the manner in which the source for the budgeted purchase is to be selected. Once the source for a properly appropriated purchase has been selected, P&P Chapter 3 describes the manner in which the source for the budgeted purchase is to be approved.

PART 1 GENERAL PROVISIONS

6-102 PURPOSES

This Chapter of the P&P is intended to:

- 1) provide for transparency in the District procurement process;
- 2) provide for the fair and equitable treatment of those who deal with the District regarding procurement; and

- b) prepare and issue standard specifications for procurement items;
- c) review contracts, coordinate contract compliance, conduct contract audits, and approve change orders;
- d) delegate duties and authority to District staff, as considered appropriate;
- e) correct, amend, or cancel a procurement at any stage of the procurement process if the procurement is out of compliance with the Procurement Code, the Procurement Board regulations or this Chapter of the P&P;
- f) attempt to resolve a contract dispute in coordination with the District's General Counsel; and
- g) at any time during the term of a contract awarded by the District, correct or amend a contract to bring it into compliance or cancel the contract:
 - i) if the Procurement Official determines that correcting, amending, or canceling the contract is in the best interest of the District; and
 - ii) after consulting with the District's General Counsel.
 - iii) aAny such action that is material should be reported to the Board.

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

6-107.5 APPLICATION

- 1) Except as otherwise directed by the Board, this Chapter of the P&P, the Procurement Code, and any applicable Procurement Board regulations shall govern the District's purchase of all goods and services.
- 2) This Chapter of the P&P describes the procedure for District procurements. All District procurements shall be properly appropriated as described in P&P Chapter 3. Once an appropriate source has been selected pursuant to this Chapter of the P&P, contracts and expenditures must be authorized consistent with P&P Section 3-642. Any District monies shall be disbursed consistent with P&P Section 3-635.
- 3) This Chapter of the P&P shall, to the extent reasonable, be interpreted in a manner consistent with those portions of the Procurement Code and any Procurement Board regulations which apply to the District.

6-1105 FORM OF BONDS—EFFECT OF CERTIFIED COPY

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

PART 12 CONTRACTS AND CHANGE ORDERS

6-1202 CONTRACTS AND CHANGE ORDERS

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

6-1207 CERTIFICATION OF CHANGE ORDER

1) Any construction contract change which increases the contract amount shall be properly appropriated and expended consistent with P&P Chapter 3 and instructions of the Board.

2) Construction contract changes less than \$50,000 are approved individually through change directives, sometimes referred to as “work change directives”, which are a form of change order . Except as otherwise instructed by the Board, the District’s rules relating to change directives are the following:

a) The change directive should be collaborative with the contractor to the extent possible, and include an explanation of the change and its associated change to contract cost and time.

b) Department managers are authorized to approve change directives of \$25,000 or less.

c) The Procurement Official is authorized to approve change directives of \$50,000 or less.

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

- e) Because of the unknown time and cost, the District does not normally approve time and materials contract changes.
- 3) A contract change exceeding \$50,000 may not be approved through a change directive under Section 2 above. Instead, any such contract changes shall be brought to the Board in a change order for approval.
- 4) When an emergency condition as defined in P&P Section 6-803 occurs, the Procurement Official is authorized to approve a time and materials contract change and/or exceed a \$50,000 change directive when it is determined to be in the District's best interest. The Board shall be promptly notified of the change.

**PART 13
GENERAL CONSTRUCTION PROVISIONS**

**6-1302 ALTERNATIVE METHODS OF CONSTRUCTION CONTRACTING
MANAGEMENT**

- 1) Subject to Procurement code and District Procurement Regulations. Except for small purchases and except as otherwise described in this Chapter of the P&P or instructed by the Board, competitively bid, single prime contractor, design bid build projects, shall be the construction contract management method used by the District. Procurement Official may select an appropriate method of construction contracting management for a particular project. A written statement signed by the Procurement Official describing the facts that led to the selection of a particular method of construction contracting management shall be included with the contract file.
- 2) ~~An alternative method of construction contract management may be selected by the Engineering Committee as provided in the Procurement Code and the Procurement Board regulations.~~

**PART 15
DESIGN PROFESSIONAL SERVICES**

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

CHAPTER 10
PERSONNEL POLICIES

Last Updated: ~~June 12, 2023~~June 17, 2024

10-1 INTENT

- 1) The Board expects the GM to implement goals consistent with its desire:
 - a) To provide each District employee with a productive work environment, including the necessary policies, procedures, tools, equipment, and resources to perform that employee's duties.
 - b) To be committed to the safety of employees and others.
 - c) To provide a work place which prohibits discrimination and harassment.
 - d) To recruit, select, retain, advance, and pay District employees on the basis of their relative ability, knowledge, and skills and without regard to race, color, religion, pregnancy, sex, sexual orientation, gender identity, national origin, age, disability, or any other class protected by applicable law.
 - e) To provide each District employee with a job description that describes their duties and responsibilities.
 - f) To provide employees with a description of available benefits.
 - g) To adopt and disseminate to employees the procedure for processing employee grievances and appeals.
- 2) The Board's goal is to provide to the GM the authority, support, and resources reasonable and necessary to implement the policies of this chapter consistent with applicable state and federal law and other instructions of the Board.
- 3) The Management Advisory Committee shall cause the District's Employee Manual to be reviewed annually by counsel to ensure that it conforms to state and federal law, this Chapter, and other instructions of the Board.

10-2 ANNUAL EMPLOYEE BENEFIT REVIEW

- 1) As a part of the annual budget process the GM will consult with the Management Advisory Committee regarding an appropriate employee benefits package. Health, dental and vision care, life insurance, a cafeteria plan, accident and disability insurance, long-term care, retirement benefits, and District matching contributions (100% match

certification. The District will determine which courses are appropriate for fulfilling CEU requirements. Typically, training will take place as part of the employees' regular work schedule (on District time).

10-6 SICK LEAVE

- 1) Only regular full-time employees are eligible for paid Sick Leave.
- 2) Eligible employees will accrue 88 hours of Sick Leave per year.
- 3) Accrual of Sick Leave starts upon the employee's date of hire and is available after their first pay date.
- 4) Eligible employees may carry over to the following calendar year a maximum of 1080 hours of Sick Leave. The employee will forfeit any amount beyond the maximum allowed carry over.
- 5) The District will not grant advances on Sick Leave.
- 6) Permissible Uses of Sick Leave:
 - a) Office visits to doctors, dentists or other health practitioners for the employee or the employee's dependents;
 - b) Caring for the employee's own health (physical or mental) or injury; and
 - c) Caring for the employee's immediate family member who is suffering an illness, injury, or serious health condition. Immediate family is defined for these purposes as spouse, child, or parent.
- 7) Upon their supervisor's approval, Sick Leave or other accrued time off may be used for unsafe driving conditions due to inclement weather if the employee is unable to work from home and adequate coverage is available to fulfill the needs of the District.
- 8) Employees should provide as much advance notice as practicable when using Sick Leave. Employees who are unable to report to work due to illness should notify their direct supervisor before the scheduled start of the workday, if practicable, and no later than two hours into the workday unless the employee is incapacitated. Generally, the employee must also contact his or her direct supervisor on each additional day of absence no later than two hours into the workday. The District reserves the right to deny Sick Leave to employees who fail to follow these notification requirements.
- 9) The District reserves the right to require a doctor's note any time Sick Leave is used.

10) The District reserves the right to require the employee to provide a doctor's medical release that he or she may safely return to work.

7)11) Sick Leave benefits will be calculated based on the employee's rate of pay at the time of absence and will not include any special forms of compensation such as incentives, overtime, bonuses or shift differentials. For exempt employees, an hourly equivalent of their salary, based upon a 40-hour workweek, will be used.

8)12) Sick Leave must be reported in the pay period it is used.

9)13) If an employee has 880 or more hours of Sick Leave available for use as of the last pay period of each calendar year, Sick Leave will be converted to Vacation Leave for the following calendar year based on the employee's calendar yearend available balance. One of the as-following conversions may take place:

- a) 880-979 Sick Leave hours: 20 Vacation Leave hours or;
- b) 980-1079 Sick Leave hours: 30 Vacation Leave hours or;
- c) 1080 Sick Leave hours or more: 40 Vacation Leave hours
- d) An employee may opt out of converting Sick Leave to Vacation Leave if their balance is between 880 hours and 1079 hours. If an employee has 1080 hours of Sick Leave or more, the conversion to Vacation Leave will occur automatically.

10)14) Sick Leave is not counted as time worked for purposes of calculating overtime.

11)15) Sick Leave may not be cashed out at any time except as described in the District's Sick Leave Conversion Upon Retirement Policy.

12)16) Abuse, misuse, or excessive use of Sick Leave, or misrepresentation or dishonesty regarding the use of Sick Leave may result in denial of Sick Leave and/or disciplinary action up to and including termination of employment.

10-7 SICK LEAVE CONVERSION UPON RETIREMENT

- 1) For employees who are eligible to retire, and do retire from the District:
 - a) The employee may upon retirement elect to receive a one-time cash payment equal to 25 percent of the employee's accumulated Sick Leave at the employee's rate of pay at the time of retirement. Accumulated Sick Leave received as a one-time cash payment is not included as compensation for purposes of retirement related earnings reported to the Utah Retirement System ("URS").
 - b) In the alternative, the employee may elect to convert 25 percent of the accumulated Sick Leave to continuing group health, dental and/or vision insurance coverage for the employee and any previously enrolled eligible dependents on a dollar-for-dollar

basis. Under this option, the value of 25 percent of the employee's accumulated Sick Leave at the employee's rate of pay at the time of retirement will be held in reserve for the employee and applied to the applicable group insurance premium for the benefit of the employee and previously enrolled eligible dependents. This will continue until the employee's reserve is exhausted, coverage periods have exhausted as required by law, or the employee and all previously enrolled eligible dependents become eligible for Medicare or health insurance under another group plan. The District will cash out and pay to employee any remaining converted Sick Leave that is not used to pay for insurance premiums. This option is subject to all limitations, terms and conditions of the group insurance policy, federal law, and state law.

- c) In the alternative, the employee may elect to convert 25 percent of the employee's accumulated Sick Leave, at the employee's rate of pay at the time of retirement, to purchase service credit in their 401k Plan or contribute to their Health Savings Account, subject to IRS guidelines, and only to the extent allowed under the law. Written notice of the employee's intention to exercise this option must be given to the District no later than four weeks prior to the employee's retirement date.
 - d) Under any of the above options, the remaining accumulated Sick Leave is surrendered to the District.
- 2) For Sick Leave accumulated through February 28, 2001 by District employees who are eligible to retire, and do retire, before reaching the age of Medicare eligibility:
- a) The employee may elect to receive a one-time cash payment equal to 25 percent of the Sick Leave accumulated through February 28, 2001, at the employee's rate of pay at the time of retirement. Accumulated Sick Leave received as a one-time cash payment is not included as compensation for purposes of retirement related earnings reported to the URS.
 - b) In the alternative, the employee may elect to convert 50 percent of the Sick Leave accumulated through February 28, 2001 to continuing group health, dental and/or vision insurance coverage for the employee and any previously enrolled eligible dependents on a dollar-for-dollar basis. Under this option, the value of 50 percent of the employee's accumulated Sick Leave at the employee's rate of pay at the time of retirement will be held in reserve for the employee and previously enrolled eligible dependents and applied to the applicable group insurance premium for the benefit of the employee and previously enrolled eligible dependents. This will continue until the employee's reserve is exhausted, coverage periods have exhausted as required by law, or the employee and all previously enrolled eligible dependents become eligible for Medicare or health insurance under another group plan. The District will cash out and pay to employee any remaining converted Sick Leave that is not used to pay for insurance premiums. This option is subject to all

limitations, terms and conditions of the group insurance policy, federal law, and state law.

- c) The employee may elect to convert 50 percent of the Sick Leave accumulated through February 28, 2001, at the employee's rate of pay at the time of retirement, to purchase service credit in their 401k Plan, subject to IRS guidelines, and only to the extent allowed under the law. Written notice of the employee's intention to exercise this option must be given to the District no later than four weeks prior to the employee's retirement date.
 - d) For items (b) and (c) above, the Sick Leave accumulated through February 28, 2001 will be reduced accordingly if the Sick Leave balance falls below the original accumulated balance at any time during the employee's tenure at the District.
 - e) Under any of the above options, the remaining accumulated Sick Leave is surrendered to the District.
- 3) Any conversion of Sick Leave upon retirement is contingent upon an adequate unencumbered appropriation in an approved budget.

10-8 VACATION LEAVE

- 1) Only regular full-time employees are eligible for paid Vacation Leave.
- 2) Vacation Leave accrual is as follows based on the number of years of service completed (whether continuous or intermittent) as a full-time employee:
 - a) Date of hire thru year 4: 80 hours per year
 - b) ~~Start of year~~ 5 year anniversary thru year 9: 120 hours per year
 - c) ~~Start of year~~ 10 year anniversary and beyond: 160 hours per year
- 3) A completed year is calculated from the date of hire.
- 3)4) Accrual of Vacation Leave starts upon the employee's date of hire and is available after their first pay date.
- 4)5) Eligible employees may carry over to the following calendar year a maximum of 320 hours. The employee will forfeit any amount beyond the maximum allowed carry over.
- 5)6) Employees must receive prior approval from their supervisor before taking Vacation Leave.
- 6)7) Vacation Leave benefits will be calculated based on the employee's rate of pay at

the time of the leave and will not include any special forms of compensation such as incentives, overtime, bonuses or shift differentials. For exempt employees, an hourly equivalent of their salary, based upon a 40-hour workweek, will be used.

7)8) The District will not grant advances on Vacation Leave.

8)9) Any accrued, unused vacation will be cashed out at termination of employment. Accumulated Vacation Leave cashed out upon termination is not included as compensation for purposes of retirement related earnings reported to the URS. Upon retirement, any accrued, unused vacation will be cashed out or converted only as described in the District's Vacation Conversion Upon Retirement Policy.

9)10) Vacation Leave is not counted as time worked for purposes of calculating overtime.

10-9 VACATION CONVERSION UPON RETIREMENT

- 1) Upon retirement all employees who accumulate vacation time are entitled to a cash payout, at their rate of pay at the time of retirement, for accumulated vacation time. Accumulated Vacation Leave cashed out upon termination is not included as compensation for purposes of retirement related earnings reported to the URS.
- 2) In the alternative the employee may elect to convert their accumulated Vacation Leave to continuing group health, dental, and/or vision insurance coverage for the employee and any previously enrolled eligible dependents on a dollar-for-dollar basis. Under this option, the value of the employee's accumulated Vacation Leave at the employee's rate of pay at the time of retirement will be held in reserve for the employee and applied to the applicable group insurance premium or Medicare supplement for the benefit of the employee and previously enrolled eligible dependents. This will continue until the employee's reserve is exhausted, coverage period have exhausted as required by law, or the employee and all previously enrolled eligible dependents become eligible for Medicare or health insurance under another group plan. Conversion of Vacation Leave to insurance coverage ceases for the employee and previously enrolled eligible dependents as each becomes eligible for Medicare or health insurance under another group plan. The District will cash out and pay to employee any remaining converted Vacation Leave that is not used to pay for insurance premiums or Medicare supplement. This option is subject to all limitations, terms and conditions of the group insurance policy, federal law, and state law.
- 3) In the alternative the employee may elect to have the accumulated vacation time, at the rate of pay at the time of retirement, contributed to their 401(k) Plan or Health Savings Account, subject to IRS guidelines, and only to the extent allowed under the law. Written notice of the employee's intention to exercise this option must be given to the District no later than four weeks prior to the employee's retirement date.

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

10-10 PERSONAL LEAVE

- 1) Only regular full-time employees are eligible for paid Personal Leave.
- 2) Eligible employees receive 32 hours of paid Personal Leave at the beginning of each calendar year.
- 3) Personal Leave for new employees will be prorated for the first calendar year as follows based on hire date:
 - a) January 1-March 31: 32 hours
 - b) April 1-June 30: 24 hours
 - c) July 1-September 30: 16 hours
 - d) October 1-December 31: 8 hours
- 4) This leave is intended to be used for purposes other than employee illness or taking vacations; however, ~~in the event an employee has exhausted all Vacation and Sick Leave,~~ Personal Leave may be used at the employee's discretion.
- ~~5)~~ 6) Personal Leave is granted every year on a calendar year basis, does not carry over from year to year and cannot be converted or cashed out.
- ~~5)6)~~ 6)7) Personal Leave can be used in minimum increments of one-quarter hour.
- ~~6)7)~~ 7)8) Employees must receive prior approval from their supervisor before taking Personal Leave.
- ~~7)8)~~ 8)9) Personal Leave benefits will be calculated based on the employee's rate of pay at the time of absence and will not include any special forms of compensation such as incentives, overtime, bonuses or shift differentials. For exempt employees, an hourly equivalent of their salary, based upon a 40-hour workweek, will be used.
- ~~8)9)~~ 9)10) Personal Leave is not counted as time worked for purposes of calculating overtime.
- ~~9)10)~~ 10)11) The District will not grant advances on Personal Leave.

10-11 LEAVE WITHOUT PAY

- 1) Leave without pay requires prior authorization from the GM. Employees absent from their regularly scheduled work shift without authorization are subject to disciplinary

action up to and including termination.

10-12 EMERGENCY MEDICAL LEAVE ASSISTANCE PROGRAM

- 1) Employees may voluntarily donate hours of accrued vacation leave to another regular full-time employee if the recipient meets all of the following qualifications:
 - a) Recipient, their spouse, child, or parent have a serious health condition, as that term is defined by FMLA.
 - b) Recipient has exhausted all accrued sick, vacation, and personal leave hours.
 - c) Receipt of donated leave must comply with applicable income protection insurance requirements (i.e., short term disability).
- 2) Employee's donations may not exceed 120 hours in a calendar year (January 1 through December 31).
- 3) Donating employee's remaining vacation leave balance shall not be less than 80 hours.
- 4) Donations must be made in full hour increments.
- 5) Based on the request, donated time off will be provided to the recipient on a pay period basis to a maximum of 12 calendar weeks. Any unused donated time off will remain with the donating employee.
- 6) Employees will be paid at their current rate of pay, not the rate of the donor.
- 7) Donated hours cannot be converted to cash.
- 8) Donated vacation leave is not counted as time worked by the recipient for purposes of calculating overtime.
- 9) The District will not grant advances on donated vacation leave.
- 10) All requests must be ~~authorized~~approved by the department manager and ~~approved by~~ the GM.

10-13 HOLIDAYS

- 1) Only regular full-time employees are eligible for paid holidays.
- ~~1)2)~~ Employees receive eight hours holiday leave per holiday.
- ~~2)3)~~ The GM will announce 13 paid holidays annually.

~~3)4)~~ Holiday leave benefits will be calculated based on the employee's rate of pay at the time of the leave and will not include any special forms of compensation such as incentives, overtime, bonuses or shift differentials. For exempt employees, an hourly equivalent of their salary, based upon a 40-hour workweek, will be used.

~~4)5)~~ Holiday leave is not counted as time worked for purposes of calculating overtime.

~~5)6)~~ Non-Exempt employees working the holiday (the actual date of the holiday not the observed date of the holiday) will be paid at two and one-half times their hourly rate. Non-exempt employees scheduled to fill scheduled shifts to facilitate 24-hour shift work will be compensated for the scheduled shift that has a majority of its hours on the actual date of the holiday (i.e., the night shift employee on the evening prior to the holiday and the day shift employee on the day of the holiday will get pay at two and one-half times their hourly rate; the night shift employee on the night of the actual holiday will be paid at the regular hourly rate).

10-14 BEREAVEMENT LEAVE

- 1) Only regular full-time employees are eligible for paid Bereavement Leave.
- 2) In the event of the death of a spouse, adult designee, or child, the employee will be paid for scheduled work time from the date of death through the day of the funeral or memorial service, not to exceed five working days. The employee will be permitted one additional day of Bereavement Leave on the day following the funeral or memorial service if all of the following apply: (1) such service is held more than 150 miles distance from the employee's residence; (2) the employee attends the service; and (3) the day following the service is a regular work shift.
- 3) In the event of the death of a parent, sibling, current stepmother or stepfather, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild; or adult designee's relative as if the adult designee were the employee's spouse, the employee will be paid for scheduled work time from the date of death through the day of the funeral or memorial service, not to exceed three working days. The employee will be permitted one additional day of funeral leave on the day following the funeral or memorial service if all of the following apply: (1) such service is held more than 150 miles distance from the employee's residence; (2) the employee attends the service; and (3) the day following the service is a regular work shift.
- 4) In the event of a miscarriage or stillbirth, i.e., spontaneous or accidental loss of a fetus regardless of gestational age or duration of the pregnancy, where (1) the employee would have been a biological parent of a child born as a result of the pregnancy; (2) the employee provides documentation establishing that the employee was intended to be an adoptive parent of a baby born as a result of the pregnancy; or (3) the employee provides documentation establishing a valid gestational agreement through which the

10-15 JURY DUTY AND WITNESS LEAVE

- 1) Regular full-time employees will receive paid leave for jury duty.
- 2) Except as excused by their immediate supervisor, employees on Jury Duty Leave should return to work if released by the court prior to the end of the regular working day in time to make it practicable to return to work.
- 3) Employees may retain any compensation received for jury duty or witness fees.
- 4) While temporary employees do not receive paid leave for jury duty, the District will provide unpaid time off so they can attend to their civic responsibilities.
- 5) Regular full-time employees who are serving as witnesses in litigation in which the District is a party will receive their regular wage or salary while attending court or serving as a witness.
- 6) Employees who are subpoenaed to serve as witnesses in court actions that do not involve the District will receive their regular wage or salary.
- 7) Jury Duty and Witness Leave will be calculated based on the employee's rate of pay at the time of the leave and will not include any special forms of compensation such as incentives, overtime, bonuses or shift differentials. For exempt employees, an hourly equivalent of their salary, based upon a 40-hour workweek, will be used.
- 8) Jury Duty and Witness Leave is not counted as time worked for purposes of calculating overtime.

10-16 MILITARY SERVICE

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

10-17 MATERNITY LEAVE

- 1) Regular full-time employees are eligible to receive up to six weeks of paid Maternity Leave for physical recovery following the delivery of a child. Thereafter, the District may require eligible employees to use other accrued paid leave (Sick Leave, Personal Leave and Vacation Leave) before going on unpaid leave status. This leave will run concurrently with Family and Medical Leave ("FMLA"). Receipt of donated leave

- 8) To the extent practicable, employees must give the District 30 days advance notice of needed FMLA leave.
- 9) Eligible employees may request up to a maximum of 12 weeks of FMLA leave (or 26 weeks as explained above) within a 12-month period. Any FMLA leave may not exceed this maximum limit.
- 10) The District uses the 12-month period measured forward from the date the employee first uses FMLA leave.
- 11) Eligible employees will be required to first use any accrued paid leave time (Sick Leave, Personal Leave, Vacation Leave) before taking unpaid FMLA leave. This accrued paid leave time will be included as part of the maximum twelve weeks leave.
- 12) Leave time benefit accruals (Vacation Leave and Sick Leave) will continue during any unpaid leave.
- 13) Employees requesting FMLA leave must submit sufficient information for the District to determine if the leave qualifies for FMLA protection and the anticipated timing and duration of leave. Employees must also inform the District if the requested leave is for a reason for which FMLA leave was taken or previously certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.
- 14) If the employee fails to timely return a requested certification, FMLA leave may be denied.
- 15) So that an employee's return to work can be properly scheduled, an employee on FMLA leave should provide the District with at least two days advance notice of the date the employee intends to return to work.
- 16) When FMLA leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.
- 17) If an employee fails to report to work at the end of the approved leave period, the District will assume that the employee has resigned.

10-20 REASONABLE ACCOMODATIONS FOR PREGNANT WORKERS

- 1) As required by the Pregnant Workers Fairness Act ("PWFA") and the Utah Antidiscrimination Act ("UADA"), the District will provide reasonable accommodations to employees and qualified applicants with known limitations related to pregnancy, childbirth or related medical conditions, unless the accommodation will

cause undue hardship to the District's operations.

- 2) An employee or qualified applicant may request an accommodation due to pregnancy, childbirth or a related medical condition by submitting the request in writing to the District's HR Manager. The accommodation request should include an explanation of the pregnancy-related limitations, the accommodation needed and any alternative accommodation(s) that might be reasonable. Depending on the nature of the accommodation, the individual may be requested to submit a statement from a health care provider substantiating the need for the accommodation.
- 3) Upon receipt of a request for accommodation, HR will contact the employee or qualified applicant to discuss the request and determine if an accommodation is reasonable and can be provided without significant difficulty or expense, i.e., undue hardship.
- 4) For up to one year after an employee gives birth, any employee who is breastfeeding will be provided reasonable break times to express breast milk. The District has designated the Mothers Lounge for this purpose.
 - a) Employees must schedule time through their supervisor to use the Mothers Lounge. Employees who work offsite or in other locations will be accommodated with a private area as necessary.
 - b) A small refrigerator reserved for the specific storage of breast milk is available. Any breast milk stored in the refrigerator must be labeled with the name of the employee and the date of expressing the breast milk. Any nonconforming products stored in the refrigerator may be disposed of. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage, refrigeration, and tampering.
 - c) Breaks of more than 20 minutes in length will be unpaid, and recorded on timesheets where appropriate.
- 5) The District prohibits any retaliation, harassment or adverse action due to an individual's request for an accommodation under this policy or for reporting or participating in an investigation of unlawful discrimination under this policy.

10-2010-21 FAIR LABOR STANDARDS ACT COMPLIANCE

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

~~10-21~~10-22 **REPORTING WORK HOURS**

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

~~10-22~~10-23 **EMPLOYEE CLASSIFICATIONS**

- 1) *Regular full-time employees*: an employee who works in a designated full-time position and who is normally scheduled to work at least a 40-hour workweek.
- 2) *Temporary employees*: an employee hired directly by the District (not through a temporary agency) for an unspecified period, for a specific task, on a seasonal basis, and/or who is assigned to work on an intermittent and/or irregular basis. Temporary employee status does not change to “regular” employee status simply by length of service, but requires a formal change of status by the District.

~~10-23~~10-24 **EMPLOYEE NOTIFICATION OF CHANGES TO PERSONAL INFORMATION**

- 1) Employees are expected to help the District keep their personnel records current by immediately reporting to their supervisor any changes to their:
 - a) Address
 - b) Telephone number
 - c) Marital status
 - d) Number of dependents
 - e) Emergency contact information
 - f) Educational achievements
 - g) Change in W-4 information
 - h) Any change that would affect eligibility to work in the United States (I-9 form)
 - i) Driver's license
 - j) Professional certifications

~~10-24~~10-25 **NEPOTISM**

- 1) The District will comply with all applicable state statutes regarding nepotism.

~~10-25~~10-26 **EQUAL EMPLOYMENT OPPORTUNITY**

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

- a) Race
 - b) Color
 - c) National origin
 - d) Sex (including pregnancy)
 - e) Age (forty and older)
 - f) Religion
 - g) Disability as defined by law
 - h) Veteran or military status
 - i) Sexual orientation or gender identity
 - j) Any other class protected under federal, state or local laws.
- 2) Illegal discrimination, harassment, and retaliatory conduct are prohibited in all aspects of employment, including hiring, compensation, training, promotions, performance evaluations, benefits, etc.
 - 3) Any employee found to have engaged in discriminatory, harassing or retaliatory conduct is subject to immediate disciplinary action, up to and including termination.
 - 4) The District will not tolerate any form of illegal harassment, or other abusive conduct, including verbal, visual and physical conduct that demeans or shows hostility toward an individual based on a protected class.
 - 5) Employees who believe they have been subjected to illegal discrimination, harassment or retaliatory conduct in the workplace should immediately notify their Department Manager or the District's HR ~~Program~~-Manager. Management will initiate a prompt, thorough investigation and will take remedial action, as appropriate. Reports of discrimination, harassment and/or retaliatory conduct are treated as discreetly and confidentially as practical.
 - 6) Retaliatory conduct is defined as taking adverse action against an employee because the employee has made a discrimination, harassment or retaliation complaint, or because the employee has testified, assisted or participated in any manner in an investigation, proceeding, or hearing relating to violation of this policy.

~~10-26~~10-27 APPEAL FROM DISCIPLINARY ACTIONS

- 1) Employee disciplinary actions are final and effective when made or confirmed by action of the GM, subject to the appeal process described here. Although there is an appeal process, the employment relationship is still "at-will."
- 2) Any such disciplinary action which involves termination, suspension for more than two days without pay, or involuntary transfer to a position with less remuneration for a disciplinary reason may be appealed to the Management Advisory Committee, except

when the termination or involuntary transfer is as a result of a layoff or reorganization. Such appeal shall be initiated by written notice received by the Management Advisory Committee detailing briefly the date and nature of the disciplinary action appealed from and a summary of the grounds for the appeal. Such written notice must be received by the Management Advisory Committee within 10 calendar days after the disciplinary action appealed from was taken or confirmed by the GM.

- 3) If an appeal is timely filed, the Management Advisory Committee will schedule a hearing at which ~~2~~two or more members of the Management Advisory Committee will hear the appeal. The employee who is the subject of the termination, suspension, or transfer may: appear in person and be represented by counsel; have a public hearing; confront the witnesses whose testimony is to be considered; and examine the evidence to be considered by the Management Advisory Committee. The Management Advisory Committee has discretion to set, on a hearing by hearing basis, all necessary requirements for the hearing to provide a fair, efficient and professional process.
- 4) If the employee wishes to appeal the decision of the Management Advisory Committee, a further appeal may be taken to the Board. Such appeal shall be initiated by written notice received by the Board detailing briefly the date and nature of the disciplinary action appealed from and a summary of the grounds for the appeal. Such written notice must be received by the Board within 10 calendar days after the Management Advisory Committee decision. The appeal to the Board will be on the record created at the hearing before the Management Advisory Committee. No additional evidence will be received by the Board.
- 5) The decision of the Board is final. Any appeal therefrom must be taken as allowed by law.

~~10-27~~10-28 **DELEGATION OF EMPLOYMENT MATTERS TO GM**

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

~~10-28~~10-29 EMPLOYEE AUTHORIZATION STATUS

- 1) The District is, and shall remain, registered with the federal “status verification system” (E-verify or current equivalent). The District will use this “status verification system” to verify the federal employment authorization status of new employees in keeping with state and federal law.

~~10-29~~10-30 ENROLLMENT IN MEDICARE

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

~~10-30~~10-31 CRIMINAL BACKGROUND CHECKS

- 1) The District may require an applicant for a position as a regular full-time employee, an applicant for a position as a temporary employee, or an existing employee to submit to a criminal background check as a condition of employment if, in the judgment of the Board or the GM, the individual may be in a position to affect the safety or security of District works and waters or affect the safety or well-being of patrons, visitors, and employees of the District. Criminal background checks will comply with applicable law, including Utah Code § 34-52-201. The following generally describes the procedure:
 - 2) Criminal background check procedure:
 - a) If requested by the GM, each individual so requested shall:
 - i) Consent to a criminal background check by a third party through:
 - (1) The Utah Bureau of Criminal Identification and/or
 - (2) The Federal Bureau of Investigation.
 - 3) If requested by the District, the Division shall request the Department of Public Safety to complete a Federal Bureau of Investigation criminal background check for each individual through a national criminal history system.
 - 4) The District will then evaluate the result of the criminal background check in accordance with the criteria described below, to the extent allowed by law:

notice shall be given to this person within three business days of the request for the background check.

- 6) If the District rejects an application for employment based on information obtained through a criminal background check, the District shall:
 - a) Notify the individual in writing; and
 - b) Give the individual an opportunity to respond by filing a written request for review which identifies the reason(s) for review with the Management Advisory Committee as outlined in 10-26(2). The Management Advisory Committee will consider whether the information supplied by the individual warrants an exception to the policy.
- 7) Information obtained through criminal background checks under this Chapter shall be classified and protected from disclosure as “private and protected records,” as described in Sections 9-10 and 9-12 of the P&P.
- 8) The information obtained through a criminal background check under this Chapter shall be used only to determine employment.

~~10-31~~10-32 **GROUP HEALTH INSURANCE**

- 1) Dependents of District employees, specifically children over the age of 18, who are also employed as District regular full-time employees, are entitled to enroll as an individual on the District’s health plan and Health Savings Account (“HSA”). Per IRS Guidelines, to be an eligible individual and qualify for an HSA, an individual cannot be claimed as a dependent on another person’s tax return.

~~10-32~~10-33 **WHISTLEBLOWER POLICY**

- 1) Pursuant to the Utah Protection of Public Employees Act, Utah Code Ann. Title 67, Chap. 21. (the “Act”):
 - a) The District will not take adverse action against an employee because the employee, or a person authorized to act on behalf of the employee, communicates in good faith (1) the waste or misuse of public funds, property or manpower; or (2) a violation or suspected violation of a law, rule or regulation adopted under the law of Utah, a political subdivision of Utah, or a recognized entity of the United States. The District encourages employees to report such issues either to their immediate supervisor(s), the HR ~~Program~~ Manager, or anonymously through the employee suggestion box. The employee reporting such issues is not responsible for investigating the activity or for determining fault or corrective measures. The GM

or his/her designee is responsible for investigating and coordinating corrective action.

- b) The District will also not take adverse action against an employee because the employee participates or gives information in an investigation, hearing, court proceeding, legislative or other inquiry, or other form of administrative review held by the District.
- c) The District will not take adverse action against an employee because the employee has objected to or refused to carry out a directive that the employee reasonably believes violates a law of Utah, a political subdivision of Utah, or the United States, or a rule or regulation adopted under the authority of the laws of Utah, a political subdivision of Utah, or the United States.

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

~~2)~~

- 3) The independent personnel board shall render its decision and enter its order within 10 calendar days of the hearing.
- 4) If the independent personnel board finds that adverse action was taken in violation of this policy or the District's regulations, the independent personnel board may order (a) reinstatement of the employee at the same level as before the adverse action; (b) the payment of back wages; (c) full reinstatement of fringe benefits; (d) full reinstatement of seniority rights; or (e) if the adverse action includes failure to promote, if the employee would otherwise have been promoted, a pay raise that results in the employee receiving the pay that the employee would have received if the employee had been promoted. The independent personnel board may also order an employee who violated the Act to pay a civil fine of not more than \$500.
- 5) The District will post notices and use appropriate measures to keep employees informed of their rights and obligations under the Act. Employees will be provided a

CHAPTER 16

POLICIES FOR NON-DISTRICT USE OF AQUEDUCT CORRIDORS

Last Updated: ~~September 18, 2023~~ June 17, 2024

This chapter of the P&P contains policies governing the use of the corridors for Salt Lake Aqueduct (“SLA”), Salt Lake Aqueduct Replacement (“SLAR”), Point of the Mountain Aqueduct (“POMA”), and Little Cottonwood Conduit - Raw Water (“LCC-RW”) (collectively, “Aqueduct Corridors”); construction, excavation, removal and/or placement of materials, or other earth work on the Aqueduct Corridors; and construction near enough to the Aqueduct Corridors to potentially adversely impact District facilities and Aqueduct Corridors, by persons or entities other than the District.

16-1 GENERAL BACKGROUND

- 1) SLA. The SLA, located in Wasatch, Utah, and Salt Lake Counties, is critical to the water supply of Salt Lake City’s retail water service area, Sandy City’s retail water service area, and other areas of Salt Lake County. Reclamation designed and constructed the SLA under authority of the Reclamation Act of 1902 and the Public Works Administration Appropriation Act of 1938. Since 1938, the District has been responsible for the operation and maintenance of the SLA, has repaid Reclamation all costs incurred in constructing the SLA, and has been entitled to the use of the SLA. Pursuant to the Provo River Project Transfer Act, Pub. Law. 108-382, and a title transfer agreement among the District, the Provo River Water Users Association, and the United States, title to the SLA, including the SLA Corridor, was transferred to the District on October 2, 2006. The SLA was constructed between 1939 and 1951.
- 2) SLAR. The SLAR, located in Salt Lake County, is a parallel pipeline to the SLA to allow the District to meet its water delivery obligations and improve reliability, resiliency, and redundancy of the water delivery system. The SLAR began construction in 2024.
- 2)3) POMA. POMA, located in Utah and Salt Lake County, is a pipeline and associated facilities constructed by the District to convey raw water to the District’s Point of the Mountain Water Treatment Plant, and to carry treated water to the District’s member cities and others. The District owns and is responsible for the operation and maintenance of all POMA facilities. POMA is critical to the water supply of Salt Lake City’s retail water service area, Sandy City’s retail water service area, and other areas of Salt Lake County. POMA was constructed between 2005 and 2006.
- 3)4) LCC-RW. LCC-RW, located in Salt Lake County, is a pipeline and associated facilities constructed by Salt Lake City in 1931 to convey water from Little Cottonwood

Creek. In 1960, the LCC-RW was modified to supply raw water to the Little Cottonwood Water Treatment Plant. In 2014, MWDSLS received title to the LCC-RW, its corridor, and related improvements.

4)5) Clear Corridors Serve the Public Best. Aqueduct Corridors are most effective when clear of all obstructions excepting appropriate vegetation. The District's interests in the Aqueduct Corridors were acquired for the primary purpose to operate, maintain, repair and replace the aqueducts and related improvements. The District's goal is to maintain Aqueduct Corridors in a manner that will serve the District's need to safely and efficiently accomplish its mission of reliably delivering water to its member cities and others. Through education, negotiation, and other appropriate means, the District will work to gain certainty for the District and others regarding the rights and obligations of the District and others relative to District Corridors.

5)6) General Intent of this Chapter. The intent of this chapter is to provide guidelines and authorization to staff for the uses of District Aqueduct Corridors by others. The District recognizes the need to balance the objectively reasonable interests of non-District fee owners in the reasonable use of and protection of their property with the needs of the District and the District's right to utilize and protect the Aqueduct Corridors for the benefit of the public. Where the District holds property in fee, the District's current and future uses of the property must be considered before permitting use by a third party; in many cases this will preclude use by others. Agreements document balance between the needs of the District and Affected Property Owners. Agreements should reasonably accommodate other uses of Aqueduct Corridors so long as it is clear that such uses will not violate the District's rights. In doing so, the District desires to:

- a) maintain its ability to have necessary, proper, and timely access to the Aqueduct Corridors as well as the Aqueducts and any related improvements;
- b) minimize the costs to the public by protecting reasonable constructability for future repair and replacement projects;
- c) minimize costs to the public by avoiding litigation;
- d) minimize the exposure to liability claims;
- e) provide adequate security;
- f) enter into written agreements with others who are using the Aqueduct Corridors to outline the rights and obligations of the District and such others; and
- g) fulfill the District's fiduciary responsibilities to protect District assets for the benefit of the District's member cities and the water users served by those member cities.

6)7) District Rights. Portions of the Aqueduct Corridors are held in fee, portions are held in easement, and portions are in place pursuant to agreements. The application of these policies will necessarily vary depending upon the nature of the interest of the District. The District's rights should be reviewed for each property in applying these policies.

~~7~~8) Site Characteristics. How the District addresses a particular non-District use of an Aqueduct Corridor may vary based on location, topography of that portion of the Corridor, the horizontal and vertical location of the aqueduct in the corridor, the District's property interest, existing and past agreements, and other similar factors. For example, areas more vulnerable to seismic events, or slope instability, or more prone to require emergency repairs may have stricter requirements than areas without those characteristics.

~~8~~9) General Implementation. The District's intent is to implement these objectives and provide these protections in a fair, timely, and reasonable manner. Except as otherwise directed by the Board, fees for Agreements should be reasonably calculated to generally recover direct and indirect costs to the District associated with evaluating, approving, and administering such Agreements as to District fee lands. Where the District holds an interest other than fee title the District should be responsible for direct and indirect District costs associated with evaluating, approving, and administering Agreements. The Engineering Committee or Board may authorize Agreements in addition to those the staff is authorized to issue by this chapter, or make exceptions to the policies, where doing so would serve the interests of the District and the public the District serves.

~~9~~10) Pre-existing Uses. Many uses on the Aqueduct Corridors have occurred since acquisition of the Aqueduct Corridors. The District does not recognize existing uses as exempt from these policies (i.e., grandfathering). Uses inconsistent with these policies should be resolved during an agreement or agreement renewal. Interests cannot be acquired in district property through adverse possession. See Utah Code Ann. § 78B-2-216

~~10~~11) Changes to this Chapter While Applications are Pending. An Application that is substantially complete and is being diligently pursued will be considered for approval based upon this chapter as written as of the time the District receives such Application, with the following exceptions: 1) applicable amendments to this chapter that are pending before the Board or a committee of the Board at the time an Application is received, and that are adopted before the Agreement is signed by the District, will apply; and 2) amendments to this chapter that occur after receipt of an Application and before the Agreement is signed by the District will apply if the General Manager ("GM") determines there is a compelling reason to apply such amendments. The GM is authorized to develop and implement guidelines to inform an Applicant that an application is not substantially complete or is not being diligently pursued.

16-2 GENERAL INTENT OF POLICIES

1) District Assumption of Reclamation Agreements. Reclamation has historically provided, by agreement, Affected Property Owners and others the right to use portions of the SLA Corridor pursuant to 43 United States Code, § 387; 43 Code of Federal Regulations, Part 429; and Reclamation Manual/Directives and Standards LND 08-01.

As a condition of title transfer, the District assumed all of the rights and responsibilities of Reclamation under then-valid Reclamation agreements for use of the SLA Corridor. Many of these agreements with Reclamation have expired or will expire. The District is not obligated to extend such expired agreements.

- 2) Fair Market Value of Use of District Fee Lands. The District is generally obligated by state law to charge present fair market value for use of District lands and interests in lands, unless the District has statutory authority to the contrary. *E.g.*, *Salt Lake Cty. Comm'n v. Salt Lake Cty. Attorney*, 985 P.2d 899 (Utah 1999); *Municipal Building Authority of Iron Cty. v. Lowder*, 711 P.2d 273 (Utah 1985); *Sears v. Ogden City*, 533 P.2d 118 (Utah 1975). The basic premise of these cases is that the District holds title to District lands and interests in lands as a trustee for the benefit of its member cities and the water users served by those member cities. The District is charged with the obligation to put the interests of its member cities and the water users served by those member cities above other interests, including the interests of adjoining landowners, and the interests of the public generally. Utah Code Ann. §17B-1-103(2)(t) allows the District to permit uses of District lands and interests in lands by adjoining landowners or political subdivisions of the State for less than present fair market value if the Board finds that doing so is in the best interests of the District and the public. In sum, the District's ability to meet the desires of adjoining landowners and others is substantially constrained by law. The District will make reasonable efforts to comply with these requirements, and will take reasonable efforts to act within the District's limited authority to dispose of any right of use or interest in District lands and interests in lands if said disposal is in the best interest of the District, its member cities, and the water users served by those member cities. The District will reasonably recover the estimated actual costs to the District of processing and administering Cooperation Agreements as to District fee lands, including costs such as an appraisal or survey, while taking reasonable steps to minimize charges. The District will receive reasonable compensation for commercial uses of District fee lands.
- 3) SLA Rights Reserved by the United States. Pursuant to the Provo River Project Transfer Act, Pub. Law. 108-382, and a title transfer agreement among the District, the Provo River Water Users Association and the United States, the United States transferred the title of the SLA Corridor to the District and the United States reserved an easement for the continued, lawful, non-motorized public access across the SLA to adjacent public lands. The United States also reserved an easement for Central Utah Project facilities within a portion of Utah County. All uses of the SLA Corridor are subject to these easements. No action taken pursuant to these policies should be interpreted as adversely impacting such interests of the United States.
- 4) Critical Public Infrastructure. The District's Aqueducts are critical public infrastructure and as such the use of the Aqueduct Corridors will be subject to all applicable federal, state, and local statutes, regulations, rules, and ordinances.

- 5) Non-motorized Public Trail Development. The District believes that public, non-motorized recreational trail use of portions of the Aqueduct Corridors may be developed in a manner that does not adversely impact the security of the SLA or POMA, and does not adversely impact the District's ability to operate, maintain, repair, or replace District facilities. That said, the District's focus is providing supplementary wholesale water to the District's member cities. The District does not view its role as including the creation or promotion of recreational trail development. Any trail development on Aqueduct Corridors requires approval by the District's Board.
- 6) Unauthorized Encroachments. The District staff should continually review its Aqueduct Corridors to identify uses that may violate the District's rights. The staff may take action to remove such uses or bring them into compliance with these policies, including payment of all required fees and charges as applicable. In exigent circumstances the GM together with the Chair and General Counsel may initiate legal action to terminate encroachments if determined to be in the best interests of the District. In the absence of the Chair the Vice Chair or Secretary may approve such decisions. A report to the Board of such actions must be made as soon as practicable.
- 7) Restoration.
 - a) Fee lands. District Staff should take all reasonable measures to see that replacement or repair of non-District uses on fee lands are the responsibility of the Licensee, even if removal or damage is a result of the District's exercise of its rights. Licensees may replace or repair uses approved by a valid Agreement following their removal or damage unless District exercises its rights to limit or eliminate use.
 - b) Lands other than District fee lands. The District goal is that replacement or repair of uses on lands where the District does not hold fee should be the responsibility of the non-District user of the corridor, even if removal or damage is a direct result of District's exercise of its rights, unless the District is otherwise obligated to make such repairs or restoration, by agreement or otherwise.

16-3 DEFINITIONS

- 1) "Affected Property Owner" – An underlying fee owner or adjoining landowner.
- 2) "Agreement" – The agreement issued to an Applicant who has successfully completed the application process. An agreement may be in the form of a Cooperation Agreement, Easement Agreement, Temporary Use Permit, or another document as determined appropriate by the GM.

- 3) “Applicant” – A person or entity who applies for issuance of an Agreement from the District.
- 4) “Aqueduct” or “Aqueducts” – Salt Lake Aqueduct (“SLA”), [Salt Lake Aqueduct Replacement \(SLAR\)](#), Point of the Mountain Aqueduct (“POMA”) and/or Little Cottonwood Conduit – Raw Water (“LCC-RW”).
- 5) “Aqueduct Corridor” – Lands the District has the right to use for the purposes of the Aqueducts and related works, equipment, facilities and infrastructure and that are in addition designated as part of the Aqueduct Corridor by the Board. For example, a portion of the SLA crosses Little Cottonwood Water Treatment Plant and Terminal Reservoir lands, but these Little Cottonwood Water Treatment Plant and Terminal Reservoir lands are not designated by the Board as portions of the SLA Corridor, and thus the Board has not authorized the District staff to license uses of such lands by others under this chapter.
- 6) “District” – The Metropolitan Water District of Salt Lake & Sandy.
- 7) “Encroachment” – A non-District use within an Aqueduct Corridor.
- 8) “Hazardous Materials” include:
 - a) Those substances included within the definitions of “hazardous substances,” “hazardous materials,” “toxic substances,” or “solid waste” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*, the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. § 6901, *et seq.*, the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1981, *et seq.*, and the regulations promulgated pursuant to such statutes.
 - b) Those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the United States Environmental Protection Agency as hazardous substances (40 CFR Part 302 and amendments thereto).
 - c) Such other substances, materials and wastes which are or become regulated or which are classified as hazardous or toxic under applicable federal, state, or local laws, statutes, ordinances or regulations. This does not include public sewers.
- 9) “Licensee” – The person or entity that is a party to an Agreement with the District for use of Aqueduct Corridor lands. Any reference in these policies to “Licensee” should also be interpreted as referring to Licensee’s contractors, subcontractors, employees, agents or representatives.

best interests of the District. In the absence of the Chair the Vice Chair or Secretary may approve such decisions. A report to the Board of any such action must be made as soon as practicable.

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

16-7 PROTECTION STANDARDS

- 1) Purpose: The purpose of this section is to provide a guidance for use of the Aqueduct Corridors by non-District individuals and entities. The lists provided below are not exhaustive. Staff should consider all applications for use of the Aqueduct Corridors on a case-by-case basis under the standards in the chapter as a guide. The GM has authority to interpret and extrapolate the standards in this chapter for existing and requested uses of the Aqueduct Corridors.
- 2) Specifications and Applicable Law. All uses of the Aqueduct Corridors should be in compliance with District Standard Specifications and applicable federal, state, and local statutes, regulations, and ordinances.
- 3) Deeds Govern. The deed granting the District its interest in the subject land should be reviewed prior to making determination. Where the deed and these protection standards differ, the deed shall govern. Where the deed is silent or unclear, these protection standards apply.

3)4) Roads and Driveways.

- a) Public Roads. The District staff may allow public roads to cross Aqueduct Corridors so long as their construction and use does not unreasonably interfere with the integrity, operation, maintenance, repair, or replacement of any District facilities.
 - i) Public roads are not desirable within Aqueduct Corridors unless alternative traffic corridors are available to accommodate the rerouted traffic for times of repair or replacement of the Aqueducts or associated works, equipment, facilities, and infrastructure.
 - ii) Angles of crossing should be 90 degrees in relation to the Aqueducts whenever practicable and should not be less than 60 degrees. For District fee lands, angles of crossing shall be as near 90 degrees as possible in relation to the Aqueducts. Angles of crossing should extend the width of the Aqueduct Corridor.
 - iii) Acceptable public roads include asphalt, curbs, gutters, park strips, and sidewalks.

- iv) All public roads are subject to approval by the GM on an individual basis.
 - v) Where public roads will be constructed by or for a developer, but dedicated to a municipality or other governmental entity, the District should require the Agreement to be signed by both the developer and that municipality or other governmental entity where such crossing is on District fee lands.
 - vi) Public trails are not considered to be part of the public road. See paragraph 16-2(5) for policies related to public trails.
 - vii) Utilities are not considered to be part of the public road. See paragraph 16-7(~~13~~14) for policies related to utility crossings.
 - viii) Where public roads cross the Aqueduct Corridors access to the Aqueduct Corridor should be considered. For example, a curb cut may be appropriate to allow District-authorized access. Fencing and gates with appropriate signs should be required as needed to prevent unauthorized access.
- b) Public Road Amenities. Public road amenities (e.g., signs, lights, medians, guardrails) are not permitted on District fee lands or where the same would be a violation of District rights unless the GM determines the public road amenity sufficiently enhances the safety, health, or welfare of the public. Where safety, health, or welfare of the public is a factor in the installation of a public road amenity, the owner of the public road amenity should be required to coordinate design with the District to protect District Aqueducts, works, equipment, facilities, and infrastructure.
 - c) Private Roads. Except for District purposes, new, primary access, private roads are not permitted on District fee land or where the same would be a violation of the rights of the District.
 - d) Private Driveways, Walkways. Except for District purposes new, private, hard-surface driveways and walkways (walkways include stairs leading to a building entrance) should not be allowed within Aqueduct Corridors on District fee lands, or where the same would violate District rights. Existing private driveways and walkways on District fee lands may remain pursuant to a valid Agreement. An Agreement is not required for existing private driveways and walkways where the District's interest is not fee, unless the driveway or walkway violates District's rights.
 - e) Loading Restrictions. Allowable loading varies by Aqueduct and location. Vehicular travel, grading, staging, and similar uses should not occur within Aqueduct Corridors without the prior written consent of the District. Such use

should be designed to not exceed maximum allowable loads and to at least meet minimum cover requirements. Pipeline depth should not be estimated from project drawings. District-supervised potholing of the Aqueduct should be required for new road crossings.

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

4)5) Structures, Hard Surfaces.

- a) Structures. Buildings, structures and similar uses should not be authorized within or overhanging Aqueduct Corridors. The list of unacceptable items includes, but is not limited to, buildings, poles, retaining walls, pools, and water features.
 - i) Buildings. Buildings, even if not fixed to the ground, should not be authorized by District staff within or overhanging District fee lands or where such would violate District rights. Buildings, in most cases, will violate District rights. Buildings include, but are not limited to, footings, foundations, decks, carports, greenhouses, and sheds. The GM is authorized to permit, by Agreement, existing buildings that encroach or overhang Aqueduct Corridors under terms that are in the District's interest.
 - ii) Poles, Posts. Existing post mailboxes may remain on District fee lands by Agreement. New post mailboxes, and all flag, light, sports, and other poles (whether or not existing) should not be permitted on District fee lands or where the rights of the District may be violated. For fence posts see 16-7(~~58~~).
 - iii) Retaining Walls. Except for District purposes, retaining walls shall not be permitted within District fee lands. Where the District does not own fee, non-reinforced, gravity (i.e., without footing or foundation) modular block or rock retaining walls may be allowed on a case-by-case basis for grading that is not supporting a building, road, or structure if they will not violate District rights. Concrete or masonry retaining walls should be excluded from Aqueduct Corridors.
 - iv) Pools, Water Features. Pools, whether above or below ground, and water features are not to be permitted on District fee lands or within the Aqueduct Corridors where such uses will violate District rights.
- b) Hard Surfaces.
 - i) Hard surfaces (e.g., concrete, asphalt) not part of an existing driveway or walkway, or road are not to be permitted on District fee lands.

- ii) Where District interest is not fee title hard surfaces should be coordinated with the District prior to installation to ensure the same do not violate District rights (e.g., proper clearance and loading restrictions are met). These uses should be non-reinforced and separated at the easement boundary for ease of removal without damaging portions of the hard surface outside the Aqueduct Corridor.

5)6) Play Equipment.

- a) Play equipment (e.g., above-ground trampolines, swing sets, play sets) that is not permanently anchored to the ground is acceptable where the District holds an interest other than fee title. Anchored equipment is not permitted if it violates District rights.
- b) Play equipment, whether anchored or not, is not permitted on District fee lands.

6)7) Landscaping.

- a) Acceptable Landscaping Uses. Landscaping uses generally acceptable to the District, as to both fee and easement, include edging, gardening, planter-boxes, free-sitting pavers, organic or gravel mulch, shrubs less than four feet tall when mature, ornamental above-ground landscape rock no greater than 36 inches in any direction, sprinkler systems, and turf. Sprinkler systems should include an accessible shutoff valve located outside the Aqueduct Corridor. A landscape plan should be provided by the Applicant for review prior to approval and implementation.
- b) Water-wise Landscaping. Landscaping uses of District property should incorporate water-wise plants and designs. New turf on District fee lands should not exceed 35% of the total use area.
- c) Trees, Shrubs Taller than Four Feet at Maturity, and Vines.
 - i) Except for District purposes, trees, shrubs greater than four feet tall when mature, or vines should not be permitted on District fee lands.
 - ii) Where the District's interest is not fee, trees, shrubs more than four feet tall when mature, and vines should not be permitted within 20 feet of the centerline of District pipelines or on access paths and roads used by District or where their presence would otherwise violate District rights.
- d) Fire Pits. Fire pits should not be permitted on District fee lands or where they would violate District rights.

- e) Landscape Power and Lighting. Landscape power and lighting should not be permitted on District fee lands or where their presence would violate District rights. In-ground fire pits with natural gas run to the fire pit are not acceptable.
- f) Landscaping Maintenance. All landscaping uses within the Aqueduct Corridors should be maintained by the Affected Property Owner or Licensee. For landscaping of District fee lands, District maintenance of the remaining property should be considered. The Licensee may be required, by Agreement, to reduce or expand their use area to provide benefit to the District ~~as described in paragraph 16-5(1).~~
- g) Proactive District Trimming or Removal of Trees. The District may remove or trim trees, shrubs, and vines located within Aqueduct Corridors where such are on District fee lands or violate District rights. The GM is authorized to develop a proactive tree maintenance program to remove trees and/or portions of trees and branches within Aqueduct Corridors. This program does not exempt Licensees' from their responsibility to maintain these features.

7)8) Fences. The District recognizes the need for modest privacy fences, typically located along property lines. These fences are typically six feet or shorter and include shallow (no more than 30 inches deep) post bury depths and small footings, which serve a different purpose than the poles and footings prohibited above. Additional interior fences are discouraged.

- a) Fences on District Fee Lands. Existing fences may be permitted by Agreement on District fee lands until the District determines that District activities require removal. Fences may be replaced provided the Licensee has an active, valid Agreement permitting the fence. Except for District purposes no new fences should be permitted on District fee lands.
- b) Fences Where District Interest is Not Fee. New fences are acceptable where the District's interest is not fee, provided the fences permit reasonable and efficient access to enclosed portions of Aqueduct Corridors. Masonry, block, wall, and related styles of fencing should not be permitted within Aqueduct Corridors.
- c) Access. Gates should be installed in all fences that cross the Aqueducts or restrict access to a portion of the Aqueduct Corridor that is not otherwise accessible. Gates should not permit unauthorized vehicular access onto Aqueduct Corridors. If gates are to be locked the District should have the ability to install a District lock for District access.

8)9) Equipment Parking and Storage.

- a) Equipment Parking and Storage on District Fee Lands. The parking of equipment (e.g., vehicles, trailers) is permitted on District fee title lands only within existing

roads and driveways. Equipment should not otherwise be parked or stored on District fee title lands unless determined by the GM to serve a District purpose.

- b) Equipment Parking and Storage Where the District Interest is Not Fee. The parking of equipment should be permitted where the District does not own fee provided that the equipment does not block District access roads, works, equipment, facilities, or infrastructure; the equipment can be reasonably relocated (i.e., equipment is operational); and the equipment does not exceed load requirements for the Aqueduct (see 16-7(3)(e)). District staff should minimize or eliminate equipment parked or stored on District access roads, or other access areas.

9)10) Materials.

- a) Materials on District Fee Lands. Materials, including but not limited to construction materials, hazardous materials, yard waste, litter, or debris should not be permitted on District fee lands.
- b) Materials Where the District Interest is not Fee. District staff should minimize or eliminate materials including, but not limited to, construction materials, hazardous materials, yard waste, litter, and debris, placed or stored on Aqueduct Corridors, access roads, or other access areas if it violates District's rights or otherwise violates applicable law.

10)11) Animals.

- a) Animals on District Fee Lands. Animals should not be kept or grazed on District fee lands.
- b) Animals on Aqueduct Corridors Where the District Interest is not Fee. District staff should attempt to keep animals greater than 20 feet from District pipelines, access paths, and roads or where their presence would otherwise violate District rights. A secure area should be available off the Aqueduct Corridors to which animals can be relocated by the property owner when needed to permit the District to exercise its rights.

11)12) Changes in Ground Surfaces.

- a) Minimum and Maximum Aqueduct Cover. Minimum and maximum cover depths must be maintained to protect the Aqueducts. District staff should take steps to see that all temporary or permanent changes in ground surfaces comply with District requirements for minimum and maximum cover over the Aqueducts.
- b) Earthwork Adjacent to Corridors. Any fills and cuts on properties adjacent to Aqueduct Corridors should not be permitted to encroach onto District fee lands

without prior written approval by the District. Modifications of properties adjacent to Aqueduct Corridors should not be permitted to materially reduce lateral support for Aqueduct Corridors without prior written approval by the District.

b)c) Responsibility for Drainage. Before permitting changes in grade on District property, drainage should be reviewed to ensure there are no unintended or negative consequences to other properties. Except for District purposes, grade changes should be temporary. If permitted, the Agreement should include a grade restoration plan to occur with expiration of the Agreement, or as otherwise required by District. The District may, by Agreement, require the Licensee to indemnify and defend District for the consequences of permitted grade changes

12)13) Drainage From or Onto Aqueduct Corridors. District staff should attempt to see that existing drainage over and from Aqueduct Corridors are maintained and that any erosion from construction, operation, maintenance or use activities is appropriately controlled. District staff should attempt to see that no new concentration of surface or subsurface drainage is directed onto or under the Aqueduct Corridors inappropriately. Except for District purposes, drainage piping or collection points are not permitted within District fee title property or where the same would violate District rights.

13)14) Utilities, Corrosion Protection.

- a) Utilities on District Fee Lands. Where utilities will be constructed by or for a developer on District fee lands, but dedicated to a municipality or other local governmental entity or utility, the District should require the Agreement to be signed by both the developer and that municipality or other local governmental entity.
- b) Parallel Utilities. Parallel utilities can be a significant problem within Aqueduct Corridors. Angles of crossing should be 90 degrees in relation to the Aqueduct whenever practicable and should not be less than 60 degrees. Parallel utilities are not permitted within District fee title lands. Where the District's interest is not fee, parallel utilities should be distanced as far as practical from District pipelines and be installed in compliance with Utah rules, statutes, and ordinances and common best practices for large diameter pipelines.
- c) Corrosion Protection. Metal pipes and high voltage power which are in close proximity to and may affect District pipelines should be required to implement corrosion protection measures that provide adequate protection of the District's pipelines.
- d) New Residential Utilities. New residential utilities, meaning those not owned by a utility company such as water downstream of the meter, sewer upstream of the main, and electrical downstream of the meter, should not be permitted within

Aqueduct Corridors on District fee lands or where the utility would be a violation of the rights of the District. Existing residential utilities on District fee land should only be permitted by a valid Agreement.

16-8 APPEALS

- 1) Appeal. In the event an Applicant or Licensee disagrees with a determination related to their desired use of the Aqueduct Corridors, the Applicant or Licensee may appeal the determination to the ~~Assistant General Engineering~~ Manager (“AGMEM”). Any decision of the ~~AGM-EM~~ may be appealed to the ~~General Manager (“GM”)~~. Appeals should be made as described here.
- 2) Form. All appeals shall:
 - a) be in writing,
 - b) explain in detail the bases for the appeal, and
 - c) state clearly the relief sought.
- 3) Deadline. The written appeal must be received by the District within 30 calendar days following receipt of the decision that is being appealed. At the request of the person(s) filing the appeal ~~or the GM, the Chair of the Engineering Committee~~ may extend the time for appeal upon good cause shown.
- 4) Appeals Raising Question to Misinterpretation of Misapplication of District Policy. To the extent an appeal appears to raise concerns that some portion of these policies were misapplied or misinterpreted, the GM shall refer that portion of the appeal to the Engineering Committee.
- 5) Appeals Seeking Modification of an Exception to District Policy. To the extent an appeal appears to request an exception to, or a modification of, some portion of these policies, the ~~GM may, after consulting with the Chair of the Engineering Committee, refer that portion of the~~ appeal will be referred to the Engineering Committee ~~for and request the Engineering Committee consider making a~~ recommendation to the Board.
- 6) Appeals May be Decided on Information Submitted with Appeal. The individual or body addressing an appeal, ~~whether the AGM, GM, Engineering Committee, or the Board,~~ has discretion to resolve the appeal with or without information beyond the written appeal.
- 7) Decisions to be in Writing. Decisions will be made in writing and ~~mailed or~~ delivered to the person(s) filing the appeal. The District may implement electronic notification.