



**POLICY MANUAL**  
**Rev. 11/16/2020**

**CHAPTER 1: INTRODUCTION ..... 1**

1.1. ADMINISTRATIVE POLICY .....1

1.2. MISSION STATEMENT .....1

1.3. CODE OF ETHICS.....1

1.4. IDENTITY .....2

**CHAPTER 2: ADMINSTRATIVE CONTROL BOARD AND OFFICERS ..... 3**

2.1. CREATION OF THE BOARD.....3

2.2. PRINCIPLE OFFICE .....3

2.3. PURPOSE AND OBJECTIVES .....4

2.4. MEMBERS .....4

2.5. PURPOSE AND OBJECTIVES .....5

2.6. OFFICERS.....6

**CHAPTER 3: BOARD MEETINGS AND FUNCTIONS ..... 6**

3.1. MEETINGS.....6

3.2. PUBLIC NOTICE .....7

3.3. PARLIAMENTARY AUTHORITY.....7

3.4. REGULATIONS AND POLICIES .....7

3.5. BOARD AUTHORITY .....8

3.6. LIMITATIONS OF ACTIONS AND AUTHORITY OF THE BOARD .....8

**CHAPTER 4: DISTRICT ADMINISTRATION ..... 9**

4.1. STRUCTURE OF DISTRICT ADMINISTRATION .....9

4.2. GENERAL MANAGER/CHEIF EXECUTIVE OFFICER .....9

4.3. DUTIES OF THE GENERAL MANAGER:.....9

4.4. WORKING TIME .....10

4.5. REMOVAL OF THE GENERAL MANAGER: .....10

4.6. FINANCE DIRECTOR/CHIEF FINANCIAL OFFICER .....10

- 4.7. CONTROLLER/TREASURER ..... 11
- 4.8. DISTRICT CLERK..... 12
- CHAPTER 5: BUDGETS ..... 12**
- 5.1. BUDGET PREPARATION..... 12
- 5.2. BUDGET AMENDMENTS OR ADJUSTMENTS ..... 12
- 5.3. BUDGET REPORTING AND COMPLIANCE ..... 13
- CHAPTER 6: MANAGEMENT OF PUBLIC FUNDS..... 13**
- 6.1. INTERNAL CONTROLS..... 13
- 6.2. OTHER FISCAL FUNCTIONS ..... 14
- CHAPTER 7: SAFEGUARDING PROPERTY AND ASSETS..... 14**
- 7.1. DEFINITIONS ..... 14
- 7.2. PURCHASING OR ACQUIRING AND ACCOUNTING FOR FIXED ASSETS ..... 16
- 7.3. DISPOSTITIONS ..... 16
- 7.4. REPORTING OF THEFT OR ABUSE OR MISUSE OF PROPERTY ..... 17
- 7.5. INFORMATION SYSTEMS, DATA AND CYBER SECURITY ..... 17
- CHAPTER 8: CONTRACTS AND PROCUREMENT..... 19**
- 8.1. STATE CODE PROVISIONS..... 19
- 8.2. RESPONSIBILITY FOR BUDGETARY COMPLIANCE ..... 19
- 8.3. BUDGET EXPENDITURES – MEMBERS OF THE ADMINISTRATIVE CONTROL BOARD APPROVAL..... 20
- 8.4. COMPETITIVE PROCESS..... 20
- 8.5. DESIGNATED FUNDS ..... 21
- 8.6. PETTY CASH ..... 21
- 8.7. PURCHASE LIMITS ..... 21
- 8.8. SMALL COST PURCHASES: ..... 22
- 8.9. GENERAL MANAGER REVIEW AND APPROVAL..... 23
- 8.10. BOARD REVIEW AND APPROVAL ..... 23
- 8.11. PROHIBITED ACTS ..... 23

8.12.	DISCIPLINARY ACTION.....	23
8.13.	CONTROVERSIES AND PROTESTS .....	24
<b>CHAPTER 9: HUMAN RESOURCE SYSTEM .....</b>		<b>28</b>
9.1.	PURPOSE.....	28
9.2.	DISCRIMINATION AND HARASSMENT PROHIBITED.....	28
9.3.	FAIR EMPLOYMENT PRACTICES.....	29
9.4.	PROFESSIONALISM .....	30
9.5.	ANTI-NEPOTISM.....	30
9.6.	DISABILITY AND RELIGIOUS ACCOMMODATION .....	30
9.7.	DEFINITIONS .....	30
9.8.	FLSA EXEMPT, NON-EXEMPT, AT-WILL EMPLOYEES .....	31
9.9.	PAY STRUCTURE.....	31
9.10.	MARKET SURVEYS AND ADJUSTMENTS .....	32
9.11.	RECLASSIFICATION .....	32
9.12.	ATTENDANCE.....	32
9.13.	WORKWEEK .....	32
9.14.	SCHEDULES .....	32
9.15.	OVERTIME.....	32
9.16.	EMERGENCY RESPONSE .....	33
9.17.	PAY PERIODS .....	33
9.18.	PAY DAYS.....	33
9.19.	PAYROLL DEDUCTIONS .....	34
9.20.	METHOD OF PAYMENT .....	34
9.21.	ADVANCES .....	34
9.22.	INSURANCE BENEFITS .....	34
9.23.	PENSION AND RETIREMENT BENEFITS .....	35
9.24.	PAID LEAVE .....	36
9.25.	UNPAID LEAVE .....	39

- 9.26. TUITION REIMBURSEMENT ..... 39
- 9.27 WORKERS’ COMPENSATION ..... 40
- 9.28 LONG TERM DISABILITY (LTD) ..... 40
- 9.29 RETIREE HEALTH INSURANCE ELIGIBILITY ..... 41
- 9.30 SERVICE AWARDS ..... 42
- 9.31 EMPLOYEE RECOGNITION AWARDS AND INCENTIVES ..... 42
- 9.32 UNIFORMS AND SAFETY SHOES ..... 42
- 9.33 PUBLIC RELATIONS ..... 42
- 9.34 STANDARDS OF CONDUCT ..... 42
- 9.35 PERFORMANCE CORRECTION ..... 43
- 9.36 GRIEVANCES ..... 43
- 9.37 SEPARATION FROM EMPLOYMENT ..... 44
- 9.38 OPEN DOOR POLICY ..... 44
- 9.39 ALCOHOL AND DRUG FREE WORKPLACE ..... 44
  
- CHAPTER 10: OPERATIONS MANAGEMENT ..... 45**
- 10.1. SERVICING HOMES ON PRIVATE ROADS ..... 45
- 10.2. SERVICING HOMES ON A PUBLIC ROAD AND WITHIN AN HOA ..... 47
  
- CHAPTER 11: RISK MANAGEMENT ..... 47**
- 11.1. INSURANCE ..... 47
- 11.2. INDEMNIFICATION OF EMPLOYEES ..... 47
- 11.3. SAFETY, HEALTH AND RISK MANAGEMENT POLICY STATEMENT ..... 47
  
- CHAPTER 12: VEHICLES ..... 48**
- 12.1. USE OF DISTRICT VEHICLES ..... 48
- 12.2. USE OF PERSONAL VEHICLES FOR DISTRICT BUSINESS ..... 48
- 12.3. REQUIREMENTS ..... 48
- 12.4. CONDUCT ..... 49
  
- CHAPTER 13: TRAVEL POLICY ..... 49**

**CHAPTER 14: INVESTMENT POLICY ..... 50**

**CHAPTER 15: RECORDS MANAGEMENT ..... 50**

13. .... Error! Bookmark not defined.

15.1. PURPOSE.....50

15.2. EXECUTIVE/CHIEF ADMINISTRATIVE OFFICER .....50

15.3. RETENTION AND CLASSIFICATION OF RECORDS .....50

15.4. ACCESS TO RECORDS.....51

15.5. FEES .....51

15.6. APPEALS TO ADMINISTRATIVE CONTROL BOARD .....51

**CHAPTER 16: SERVICE FEES ..... 51**

16.1. FISCAL YEAR.....51

16.2. SERVICE CHARGES.....51

16.3. COLLECTION OF SERVICE CHARGES .....53

16.3.1. The set service charge shall be billed at least semi-annually to each property owner. ....53

16.4. ABATEMENT OR REFUND OF CHARGED SERVICE FEES.....54

16.5. FEE WAIVERS .....54

**CHAPTER 17: EMERGENCY RESPONSE..... 55**

17.1. EMERGENCY RESPONSE PLANNING .....55

17.2. MUTUAL AID AGREEMENTS .....55

17.3. EMERGENCY EXPENDITURES .....55

## CHAPTER 1: INTRODUCTION

### 1.1. ADMINISTRATIVE POLICY

- 1.1.1. This Document shall be known as the Wasatch Front Waste and Recycling District ("District") Policy Manual.
- 1.1.2. These policies may be altered, amended, or repealed, and new policies may be adopted, by majority vote of the entire Administrative Control Board ("Board") cast at a meeting, provided however, that such alteration, amendment, repeal, or new policies shall not be inconsistent with statutory requirements applicable to special service districts.

### 1.2. MISSION STATEMENT

The District provides sustainable integrated waste and recycling collection services for the health and safety of our community... because not everything fits in the can

This is accomplished through:

- Serving with integrity and providing fair, dignified, and respectful treatment of customers and employees.
- Accountability to customers and for public funds.
- Striving for excellence and a workforce that values and reflects the diversity of the service area.
- Providing services that exemplify environmental and financial stewardship while exceeding industry standards.

### 1.3. CODE OF ETHICS

This Code of Ethics provides a framework, so all Board members and employees can be seen to act solely in the public interest and within the law, and thus uphold the public confidence in local government. Board members and employees of the District pledge to uphold the District's Code of Ethics as follows:

- Maintain the highest standards of integrity, truthfulness, honesty, and fortitude by avoiding conflicts of interest and never seeking to use improper influence; acting in a way that enhances public trust and confidence; not using one's official position or resources of the District for personal gain; and ensuring that one's conduct does not bring the integrity of the person's position or of the District into disrepute.
- Observe appropriate behavior at work and by treating one's colleagues with courtesy and respect; dealing with the public courteously, fairly, and promptly; and promoting equality and avoiding bias in one's dealings with the public.

- Follow and comply at all times with the requirements of the Utah Public Officers' and Employees' Ethics Act, (Utah Code Ann. §§ 67-16-1 *et seq.*, as amended or replaced from time to time), and with any other laws applicable to the District and its Board members or employees.

1.3.1 If a Board member, a member of the public, or employee becomes aware of activities that he or she believes to be illegal, improper, unethical, or otherwise inconsistent with this Code of Ethics, the person should report the matter. The District has an open-door policy and suggests that employees share their questions, concerns, or complaints with their supervisor. Additionally, comments may be reported anonymously by placing a written comment in the locked comment box provided by the District for such purpose. Comments may also be made directly to any member of the District's Administrative Control Board by email at the e-mail address provided for such Board member on the District's website, or by any other means possible. Lastly, comments may be made using the State Auditor Hotline Program, detailed at <https://auditor.utah.gov/hotline>.

1.3.2 It is contrary to the values of the District for anyone to retaliate against any Board member or employee who in good faith reports an ethics violation or violation of law. An employee who retaliates against someone who has reported a violation in good faith is subject to corrective action up to and including termination of employment.

1.3.3. Any breach of this Code of Ethics by any employee may render that employee liable to corrective action as set forth in this Policy Manual.

#### 1.4. **IDENTITY**

The District was established in 1977 under the Special Service District Act, which is now found in Utah Code §§ 17D-1-101 et seq. (the "Act") by what was then the Salt Lake County Commission. At that time, the name of the District was Salt Lake County Special Service District #1 (Sanitation). The Salt Lake County Commission served as the governing board of the District and had all governing authority over the District. The purpose of the District was to provide waste collection services for what was then the unincorporated areas of Salt Lake County.

At that time, the Salt Lake County Sanitation Division was designated as the Service provider for the District and was set up, and still functions, as an enterprise fund within Salt Lake County Government.

Since 1977, the cities of Taylorsville, Cottonwood Heights, Holladay, and Herriman incorporated, and an area was annexed into Murray City. All of these areas remained in the District, and the Sanitation Division remained the service provider for these municipal areas and unincorporated Salt Lake County.

In 2001, the citizens of Salt Lake County voted to change the government structure from three County Commissioners to a nine-member County Council and a County Mayor. The County Council became the governing board of the District and the County Sanitation Division remained the service provider.



In November 2009, through Resolution 4345, the County Council created a nine-member Administrative Control Board (Board), effective January 1, 2010, and delegated governing authority to the Board as allowed under the Act. At that time, the Board consisted of one elected official from each of the four cities, four County Council members and the County Mayor or his/her designee.

Both Salt Lake County and members of the Board voiced a desire to have the District function as an independent entity; hiring its own employees and managing its own funds; as opposed to having Salt Lake County provide employees and manage funds for the District.

On June 5, 2012, the Salt Lake County Council approved and ratified the Administrative Control Board resolution and gave direction for a County resolution to be drafted to establish the District as its own fully functioning organization by transferring sanitation employees and funds from the County to the District.

On November 20, 2012, the Salt Lake County Council adopted Resolution 4670, declaring, to the extent allowed by the Act, the District to be its own independent organization effective January 1, 2013. This resolution granted the Board full authority to manage District assets and liabilities, and the name of the District was changed to the Wasatch Front Waste and Recycling District effective January 1, 2013.

Over the years, Sandy City has annexed a number of unincorporated islands that continue to be served by the District, entitling Sandy City to representation on the Board.

On July 12, 2016, the Salt Lake County Council adopted Resolution 5100 amending and restating Resolution No. 4670. The amendment updated the membership of the District Board to reflect the impending incorporation of Millcreek and the Metro Townships of Copperton, Emigration Canyon, Kearns, Magna and White City and allows each to appoint a board member on the Administrative Control Board with up to two appointments from the County Council.

## **CHAPTER 2: ADMINSTRATIVE CONTROL BOARD AND OFFICERS**

### **2.1. CREATION OF THE BOARD**

On November 9, 2009, the Administrative Control Board was created by the Salt Lake County Council through County Resolution 4345, to be effective January 1, 2010. The Board is vested with the authority to govern the Special Service District within the provisions of Title 17B of the Utah State Code.

- 2.1.1. The General Manager shall designate an employee of the District to serve as the Executive Assistant to act as secretary and clerk to the Board.

### **2.2. PRINCIPLE OFFICE**

The Board designates and the District shall maintain a principal office named the Wasatch Front Waste and Recycling District, Attention: General Manager, 604 West 6960 South Midvale, Utah 84047

### 2.3. PURPOSE AND OBJECTIVES

The Board is regulated by Utah State Code Title 17B and 17D and has governing authority of the Wasatch Front Waste and Recycling District. All powers of the County Council regarding governance of the District shall be exercised by the Board except those restricted by Section 17 D-1-301, Utah Code Annotated and listed below in section 2.3.2.

- 2.3.1. The business and affairs of the District shall be governed by the Board.
- 2.3.2. Governing authority shall follow Utah State Code, Title 17D and include the same authority of the Salt Lake County Council except for the following:
  - a. Annexation of an area to an existing special service district or adding a service within the area of the District;
  - b. Designation of the classes of special service district contracts that are subject to Title 11, Chapter 39, Building Improvements and Public Works Projects;
  - c. Levying a tax on the taxable property within the special service district;
  - d. Issuing special service district bonds payable from taxes;
  - e. Calling or holding an election for the authorization of a property tax or the issuance of bonds;
  - f. Levying an assessment;
  - g. Issuing interim warrants or bonds payable from an assessment; or
  - h. Appointing a board of equalization.

### 2.4. MEMBERS

The Board is vested with the authority to govern the District to the maximum extent allowed under the Act.

- 2.4.1. In response to a request from the Administrative Control Board, the Salt Lake County Council amended Resolution 4670 and adopted Salt Lake County Resolution 5100 to be effective January 1, 2017.

The amended resolution expanded the Board composition to include one board member from each of the existing municipalities in the District and the newly incorporated Metro Townships of Kearns, Magna, White City, Emigration Canyon and Copperton as well as the City of Millcreek, appointed as follows:

- 2.4.1.1. One municipal elected official shall be appointed from each of the municipalities within the service area, each appointed by the legislative body of the respective municipality. The Salt Lake County Council has the option to appoint up to two representatives to serve on the Board.
- 2.4.1.2. In the event a municipality annexes into the District, the legislative body of the annexing municipality may appoint one municipal elected official to serve on the Board.

- 2.4.1.3. The size and composition of the Board may be changed as needed from time to time as determined by two-thirds majority of the Board and consistent with State Statute.
- 2.4.2. Appointments: Appointments shall be made in writing and filed with the Clerk of the Board. The Clerk of the Board shall administer oaths of office to Board members and maintain records of oaths.
- 2.4.3. Terms: Under Utah Code Ann. § 17D-1-304 (2), and except as provided in Subsection (2) (b), the term of each member of an administrative control board is four years.
- 2.4.4. Quorum and Voting: Except as otherwise provided in these policies, a quorum of the Board shall consist of not less than one-half of the total members of the Board present in person or by electronic means for the transaction of business at any meeting of the Board. If less than such majority is present at a meeting, a majority of the Board members present shall adjourn the meeting until a quorum is present. The vote of a majority of the Board Members present at a meeting at which a quorum is present shall be the act of the Board. No Board member may vote or act by proxy at any meeting of the Board.
- 2.4.5. General Manager: The General Manager of the District shall serve as the Chief Executive Officer to the Board and in that capacity, shall prepare and provide notice of the Board meeting agendas, ensure compliance with the Open Meetings Act, attend all Board meetings in a non-voting capacity, and shall appoint competent staff to serve as clerk to the Board and to the District.

2.5. **PURPOSE AND OBJECTIVES**

The District is governed by Utah Code Title 17D Chapter 1 and portions of Title 17B Chapter 1 as specified in Utah Code Ann. § 17D-1-106 and the Board has governing authority over the District as provided therein. All powers of the County Council regarding governance of the District have been delegated to the Board except those powers restricted by Utah Code Ann. § 17D-1-301 and listed below in section 2.3.2.

- 2.5.1. The business and affairs of the District shall be governed by the Board.
- 2.5.2. Governing authority shall follow the Act and include the full authority delegated by the Salt Lake County Council excepting the following:
  - 2.5.2.1. Annexation of an area into the District or adding a service to be provided by the District;
  - 2.5.2.2. Designation of the classes of District contracts that are subject to Title 11, Chapter 39, Building Improvements and Public Works Projects;
  - 2.5.2.3. Levying a tax on the taxable property within the District;
  - 2.5.2.4. Issuing District bonds payable from taxes;

- 2.5.2.5. Calling or holding an election for the authorization of a property tax or the issuance of bonds;
- 2.5.2.6. Levying an assessment;
- 2.5.2.7. Issuing interim warrants or bonds payable from an assessment; or
- 2.5.2.8. Appointing a board of equalization.

## 2.6. OFFICERS

- 2.6.1. Officers: The Board's officers shall consist of a chair and vice chair.
- 2.6.2. Elections: At its first meeting in January of each year, the Board shall, by majority vote, select one of its members as vice chair, which vice chair shall succeed to and hold the office of Chair after completion of the Vice Chair's one-year term.
- 2.6.3. Nominations: Board members shall nominate members to serve as chair and vice chair.
- 2.6.4. Service Terms: The Chair and Vice Chair shall serve for one year or until their successors are elected as set forth above.
- 2.6.5. Vacancy: In the event of a vacancy in the position of chair, the Vice Chair shall serve as the Chair for the remainder of the Chair's term.
- 2.6.6. Temporary Chair: The Board may, from time to time, determine a method of order for the selection of a Board member to act as a temporary Chair in the absence or inability of the Chair and Vice Chair to act and take such action as may be deemed necessary.
- 2.6.7. Powers and Duties: The Chair, or Vice Chair in the Chair's absence, shall conduct meetings and sign all documents authorized by the Board.
- 2.6.8. Board Clerk: Specific clerk duties for the Board shall be provided by the District's executive assistant as designated by the General Manager.

## CHAPTER 3: BOARD MEETINGS AND FUNCTIONS

### 3.1. MEETINGS

- 3.1.1. Frequency: The Board shall generally hold at least one meeting each month, provided regular meetings may be cancelled by the action of the Board at least 24 hours in advance of the scheduled meeting.
- 3.1.2. Location: Generally, all regular meetings of the Board shall be held at the Salt Lake County Public Works Building at 604 West 6960 South Midvale, Utah. Special, closed and emergency meetings may be held at such other places in accordance with the law and provided that the proper notice is given of the time and place.
- 3.1.3. Types of Meetings: The Board holds the following types of meetings:

- a. Regular meetings (monthly)
- b. Special meetings (as needed)
- c. Closed meetings (as needed and allowed by law)
- d. Emergency meetings (As needed and called by the Chair and/or General Manager)

### 3.2. PUBLIC NOTICE

To the extent required by Utah law, the Board Clerk shall ensure that meetings are held, and notification of those meetings provided in accordance with Utah law governing open and public meetings, Utah Code Annotated §§ 52-4-101 through 52-4-305, as amended.

- 3.2.1. Agenda and Minutes: The Board Clerk shall work with the General Manager, Chair and Vice Chair to develop an agenda for each meeting, take minutes and distribute minutes to the Board members in a manner and within time limits as established by the Board and in compliance with the Open and Public Meeting Act.
- 3.2.2. Electronic Meetings: The Board may permit its meetings to be conducted by electronic or telephonic means as provided by the Utah Open and Public Meeting Act.

### 3.3. PARLIAMENTARY AUTHORITY

The rules contained in the current edition of Robert's Rules of Order shall govern all proceedings of the Board, subject to exceptions or special rules the Board may adopt.

### 3.4. REGULATIONS AND POLICIES

The Board may develop regulations, standards, and policies as they relate to the District and its operations. Matters regarding the policies, activities, and provision of services by the District are established by the Board, in accordance with this policy, and shall be binding on District activities, including the provision of services to the public and relations with employees.

- 3.4.1. The Board establishes policy through broad general policy directives and general task assignments to the General Manager of a goal-oriented nature. All District activities and policies which have a broad District-wide impact shall be governed by formal policies approved by the Board.
- 3.4.2. A proposed policy which requires approval by the Board may be submitted to the Board at its regular meeting by the General Manager for consideration, discussion, amendment, or approval. Policies regarding Board approval shall be reviewed and approved as to legal form and effect by the District's attorney.
- 3.4.3. By majority vote, the Board may suspend or change policies as needed during their regular meetings.

- 3.4.4. The District and its operation subsections are encouraged to adopt a class of policy or regulation to be known as standard operating procedures (SOPs). The SOPs deal with activities and operations which are of a character which does not rise to the level of a formal policy and procedure. Such SOPs shall refer to and provide guidance to District employees regarding day-to-day operations; safety concerns; the operation of equipment, vehicles, and devices; approved methods for accomplishing tasks; work assignments; and similar matters.
- 3.4.5. The adoption of SOPs does not require the review and approval of the Board or the District's attorney. Such SOPs may be prepared and approved by the General Manager. The General Manager may request the advice and review of the Board as may appear advisable.

**3.5. BOARD AUTHORITY**

The Board shall exercise and control or authorize the exercise and control of all the business and affairs of the District, subject to the limitations of this manual, other District policies, the State Constitution and other laws of the State of Utah as allowed under Utah State Statute.

- 3.5.1. The Board passes resolutions and policies, appropriates funds, sets fees, and performs such other duties and responsibilities as are required of it or otherwise allowed by law.
- 3.5.2. The Board approves existing personnel allocations through the annual budgeting process and approves additional allocations to meet the demand for services.
- 3.5.3. The Board reviews the General Manager's performance and annually establishes the General Manager's compensation level.
- 3.5.4. In every case, the will of the Board shall be expressed by a majority vote of a quorum of the Board. No statement or act of any individual member of the Board shall be viewed as the will of the Board.
- 3.5.5. The Board will review this policy manual annually, or as it otherwise determines is appropriate, to ensure that it is pertinent and current.

**3.6. LIMITATIONS OF ACTIONS AND AUTHORITY OF THE BOARD**

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

## **CHAPTER 4: DISTRICT ADMINISTRATION**

### **4.1. STRUCTURE OF DISTRICT ADMINISTRATION**

The District Administration consists of the General Manager, Finance Director (Chief Financial Officer), Controller (Treasurer), and District Clerk. Each staff member shall have such authority as is necessary to enable the staff member to carry out duties and responsibilities assigned by this Manual, the Utah Code or by direction of the General Manager. The General Manager may direct any program/area to furnish another program/area with service, labor, and/or materials.

### **4.2. GENERAL MANAGER/CHIEF EXECUTIVE OFFICER**

The General Manager shall be the Chief Executive Officer responsible for the day-to-day affairs of the District. The administrative powers of the District are vested in and exercised by the General Manager and by District employees.

By a majority vote of its full membership, the Board shall appoint the General Manager solely on the basis of ability, integrity and prior experience relating to the duties of the office, including but not limited to, abilities of public administration, leadership and managerial capabilities.

4.2.1. The Board shall determine the General Manager's compensation and shall review such compensation annually.

4.2.2. The benefits and working conditions for the General Manager are established in Chapter 9, Human Resource System.

### **4.3. DUTIES OF THE GENERAL MANAGER:**

4.3.1. Execute and enforce faithfully all applicable laws, rules, and regulations, and ensure that all franchises, leases, permits, contracts, licenses, and privileges granted by the District are observed.

4.3.2. Carry out the policies and programs established by the Board.

4.3.3. Develop standard operating procedures and other standards to govern the daily operations of the District and its employees.

4.3.4. Report to the Board on all operational, planning, and budget initiatives.

4.3.5. Attend all meetings of the Board and take part in its discussions and deliberations.

4.3.6. Prepare a financial estimate of the annual budget and advise the Board of the financial condition and needs of the District.

4.3.7. Notify the Board of any emergency existing in any program or area of service.

4.3.8. Coordinate all District operations.

4.3.9. Schedule and cause notice to be published of public hearings before the Board, as

required by law, including, but not limited to:

- 4.3.9.1. Fee rate increase hearings.
- 4.3.9.2. Adoption of or amendment to District budget.
- 4.3.10. Serve as the District's procurement officer and execute such contracts as are necessary for the good order and functioning of the District, provided the expenditures pursuant to such contracts are within the appropriations contained within the appropriate budget, as adopted by the Board.
- 4.3.11. Implement and administer a plan, as approved by the Board, for the compensation of District employees.
- 4.3.12. Serve as the District's budget officer and approve expenditures made for official District business, provided such expenditures are within the appropriations contained within the appropriate budget as adopted by the Board.
  - 4.3.13. Serve as the endorser of all financial remittances prepared by the Finance Director of the District. The General Manager delegates endorsing authority to the Operations Manager if the General Manager is not available. In the case where the Operations Manager is not available, the same authority is delegated to the Human Resource Manager.
- 4.3.14. Discharge any other duties specified by statute or designated by the Board.
- 4.3.15. Develop, implement, and administer personnel rules and regulations as approved by the Board.
  - 4.3.15.1. Including hiring and releasing employees from employment.
  - 4.3.15.2. Hire for new allocations as approved by the Board.

**4.4. WORKING TIME**

- 4.4.1. The General Manager shall devote full attention to the performance of these duties and shall not engage in other employment without the consent of the Board.
- 4.4.2. Serving on boards and committees separate from the District is allowed with full disclosure to the Board to ensure there is no conflict of interest.

**4.5. REMOVAL OF THE GENERAL MANAGER:**

The Board may remove the General Manager by two-thirds majority vote of the Board. Upon removal, the General Manager shall be paid the unpaid balance of salary due to the date of removal, together with any accrued leave at the same salary rate and other severance benefits provided by District policy. At its sole discretion, the Board may negotiate other terms as deemed appropriate and within the policies established for the District by the Board.

**4.6. FINANCE DIRECTOR/CHIEF FINANCIAL OFFICER**



- 4.6.1. With the advice and consent of the Board, the General Manager shall appoint a qualified person to be the District Finance Director and Chief Executive Finance Officer.
- 4.6.2. In general, the Finance Director shall act as the Chief Financial Officer of the District monitoring all financial transactions to ensure compliance with applicable laws and regulations, and perform such other duties as assigned by the General Manager.
- 4.6.3. Maintain the financial records of the District.
  - 4.6.3.1. Maintain the financial records for each fund of the District and all related subsidiary records.
  - 4.6.3.2. Prepare necessary checks after having determined that the claim was authorized by: (i) the Board, or (ii) the General Manager or other designated official other than the Finance Director; the claim does not over expend the appropriate budget established by the Board; and the expenditure was approved in advance by the Board or its designee.
  - 4.6.3.3. Determine and confirm that a sufficient amount is on deposit in the appropriate bank account of the District to honor the Check.
  - 4.6.3.4. Prepare and present to the Board detailed financial statements showing the financial position and operations of the District. These financial reports shall be presented at least quarterly showing the financial position and operations of the District for that quarter and the year-to-date status.
  - 4.6.3.5. Reconcile and resolve financial accounts.

4.7. **CONTROLLER/TREASURER**

- 4.7.1. With the advice and consent of the Board, the General Manager shall appoint a qualified person to be the Controller and serve as the Treasurer for the District.
- 4.7.2. As assigned by the Finance Director, performs analysis of operational and billing processes.
- 4.7.3. Provides oversight of the District's billing process.
- 4.7.4. Acts as the District's Cyber Security Administrator.
- 4.7.5. Statutory duties of the Treasurer are spelled out in Utah Code Ann. §§ 17B-1-633, -634, -635(2), -636 and -637, as they may be amended or replaced over time. Such duties include:
  - 4.7.5.1. The Treasurer is the Custodian of all money, bonds, and other securities of the District.
  - 4.7.5.2. The Treasurer shall determine the cash requirements of the District, provide for the deposit and investment of all money in

accordance with requirements of Title 51, Chapter 7 of the Utah Code, the State Money Management Act, and keep an accurate detailed account of all money received by the District from any source. The Treasurer shall give or cause to be given to every person paying money to the District Treasury, a receipt or other evidence of payment.

**4.8. DISTRICT CLERK**

- 4.8.1. The District Executive Assistant shall serve as the District Clerk.
- 4.8.2. The Clerk shall attend the Board meetings and keep a record of the proceedings of the Board.
  - 4.8.3. The Clerk will post a notice of Board meetings, including an annual meeting schedule notice, in compliance with the Open and Public Meeting Act.

**CHAPTER 5: BUDGETS**

The District sets the following policies under the authority of the Act related to the District's budget, finance, and reporting.

**5.1. BUDGET PREPARATION**

- 5.1.1. The Board, by its authority, reviews, approves, and adopts the District's annual budget.
- 5.1.2. The General Manager shall function as the Budget Officer for the District and shall be assisted in the budget process by the Finance Director.
- 5.1.3. Not later than October of each year the General Manager shall review the annual budget with the Board for the upcoming fiscal year.
- 5.1.4. Not later than October of each year the Board shall tentatively approve, pending public hearing, the upcoming fiscal year budget.
- 5.1.5. Not later than December of each year the Board shall adopt, through a resolution, the District's operating and capital budgets for the upcoming fiscal year.
- 5.1.6. Not later than December of each year the Board shall hold a public hearing to allow public comment prior to adopting the final balanced operating and capital budgets which shall be in effect for the upcoming budget year, subject to later amendment in accordance with applicable law.

**5.2. BUDGET AMENDMENTS OR ADJUSTMENTS**

- 5.2.1. During the budget year, the Board may review and amend the operating and capital budget in any regular meeting or special meeting called for that purpose.

- 5.2.2. The Board may reopen the budget and amend at any time during the fiscal year by properly providing notice of the meeting in accordance with state statute.
- 5.2.3. The Board may approve a contingency to pay for unanticipated expenses or to cover budget line item overruns.
- 5.2.4. The General Manager may approve transfers of appropriation items within the budget if a total appropriation unit is exceeded and the deficit can be covered by another appropriation unit.
- 5.2.5. All unexpended or unencumbered appropriations, except capital projects fund appropriations, shall lapse at the end of the budget year and be returned to the fund balance.

**5.3. BUDGET REPORTING AND COMPLIANCE**

- 5.3.1. The District shall publish the annual fiscal year’s budget on the public website in compliance with state statutes.
- 5.3.2. The Budget Officer, or designee, shall submit the final adopted budget to the State Auditor within 30 days after adoption.
- 5.3.3. The District shall hire an independent auditor to conduct an annual financial audit in compliance with state statutes.
- 5.3.4. The annual financial report shall be filed with the Utah State Auditor no later than 180 days after year end (usually by June 30).
- 5.3.5. The District shall send the Deposit and Investments Report to the Utah State Treasurer twice a year by June 30 and December 31.
- 5.3.6. The Budget Officer, or designee, shall prepare and present to the Board detailed quarterly financial reports showing the financial position and operations of the District for that quarter and the year-to-date status.

**CHAPTER 6: MANAGEMENT OF PUBLIC FUNDS**

The District sets the following policies under the authority of Utah Code related to the Management of Public Funds.

**6.1. INTERNAL CONTROLS**

- 6.1.1. The District shall establish accounting control of funds, prescribe other fiscal functions required by law or statute to transact business, and maintain a financial control system according to generally accepted accounting principles.
- 6.1.2. The fundamental premise of segregated duties is that an individual or small group of individuals should not be in a position to initiate, approve, undertake, and review the same financial transaction.
- 6.1.3. Segregating these functions protects the employees involved and mitigates the risk

of theft, embezzlement, misuse, loss, waste, fraud, and errors in financial statements and reports, and reduces the potential for noncompliance with state and federal laws and statutes.

- 6.1.4. Supervisory oversight enforces the separation of duties, creates an atmosphere of employee accountability, and strengthens the control environment.
- 6.1.5. Effective internal controls provide reasonable assurance that daily transactions are executed in accordance with applicable statutes, ordinances, and policies.

## 6.2. OTHER FISCAL FUNCTIONS

- 6.2.1. The District shall adopt a policy that defines a balanced operating budget and statutory financial reporting requirements in accordance with Chapter 5.
- 6.2.2. The District shall adopt a policy that supports a financial planning process that assesses the long-term financial implications of current and proposed operating and capital budgets.
- 6.2.3. The District shall adopt a policy to purchase, to maintain proper accounting information regarding, and to conduct inventories of all fixed assets and disposal of surplus property in accordance with Chapter 7.
- 6.2.4. The District shall adopt policy(s) which encourage a diversity of revenue sources within the District's legal authority and identify the manner in which fees and charges are set and the extent to which they cover the cost of the service provided.

## CHAPTER 7: SAFEGUARDING PROPERTY AND ASSETS

The District sets the following policies in compliance with the Generally Accepted Accounting Principles and Governmental Accounting Standards Board.

### 7.1. DEFINITIONS

"Fixed Assets" (also referred to as capital assets or capitalized assets) are assets acquired for use in operations which are not for resale or investment purposes and have a useful life greater than one year and cost \$5,000 or more. Fixed assets can include buildings, machinery, land, furniture, office equipment, computer equipment, computer software, licensing agreements, etc. and similar real, personal, or intangible property.

"Controlled Assets" are personal property items having a cost of \$100 or greater, but less than \$5,000 and which are sensitive to conversion to personal use or may be considered subject to loss or theft, thereby necessitating special provisions for safeguarding.

"Annual Inventory" of Fixed Assets is a process of reviewing and determining the location of fixed assets once every fiscal year.

"Historical Cost" is the basis for valuing District fixed assets and is the cash or cash equivalent price for obtaining an asset and getting it ready for its intended use, including the purchase price, freight charges, installation costs, etc.

"Property Manager" is the individual assigned by the District who is responsible for managing fixed or controlled assets. The Property Manager shall establish internal protective controls appropriate for custody of the property, including locking equipment storage areas, controlling access to areas where equipment is shared, using a checkout system, maintaining supplementary records to support location and existence of property, ensure proper receiving controls are in place so that property received is what was ordered, and ensuring all other property controls are followed.

"Public Servant" means an elected official of the District; an appointed official of the District; an employee, consultant, or independent contractor of the District; or a person (including an individual, an entity, or an organization) hired or paid by the District to perform a government function. See Utah Code Ann. § 76-1-601(14). A person becomes a "public servant" upon the person's election, appointment, contracting or other selection, regardless of whether the person has begun to officially occupy the position of a public servant.

"Public Property" and "District Property" are interchangeable and mean and include any real or personal property that is owned, leased, held, operated or managed by the District, including Public Property that has been transferred by the District to an independent contractor for the purpose of providing a program or service for or on behalf of the District. In the event and to the extent the Public Property is consumed or rendered effectively valueless to the District as a program or service is provided to the District by an independent contractor or as the Public Property is utilized by District employees, the property shall cease to be Public Property and may be disposed of as the independent contractor or District management deems fit, unless otherwise directed by the District. See Utah Code Ann. § 76-8-101(5).

"Authorized Personal Use" means any personal use that is authorized pursuant to this Policy. As provided in Utah Code Ann. § 76-8-402(1), a public servant may use District Property for a personal matter and personal use of District Property is allowed when: (a) (i) the public servant is authorized to use or possess the Public Property to fulfill the public servant's duties owed to the District; (ii) the primary purpose of the public servant using or possessing the Public Property is to fulfill the public servant's duties to the District; (iii) the personal use is in accordance with this Policy; and (iv) the public servant uses and possesses the District Property in a lawful manner in accordance with this Policy; or (b) the personal use of District Property is incidental, such as when: (i) the value provided to the District by the public servant's use or possession of the Public Property for a public purpose substantially outweighs the personal benefit received by the public servant's personal incidental use; and (ii) the incidental use is not prohibited by an applicable state or federal law. Any lawful personal use of District Property by a public servant that is not prohibited by applicable state or federal law is specifically authorized and allowed by this Policy. The District recognizes that third parties may benefit indirectly or directly from a public servant's personal use, or official use, of the District's Public Property, which benefit is specifically condoned and authorized by this Policy so long as and to the extent that the benefit does not otherwise violate an applicable law, rule or ordinance, including but not limited to state statutory law and rules and regulations of the District.

**Personal Use:**

**Devices:** Communication and other devices, such as mobile phones, landline phones, and computers, that are owned by the District may be used by an employee for occasional, incidental personal activities such as calling home, making other personal calls during a break, accepting occasional incoming personal calls, etc., provided that such personal usage is not excessive. Similarly, District owned computers and smart phones may be used for personal text messaging, e-mails and other personal uses, provided that such use is limited, as much as reasonably possible, to break periods or periods when the employee is not “on the clock”, and is not excessive.

**Physical Facilities:** Personal activities by public servants at District-owned, leased, managed and/or maintained facilities, such as meeting family members or friends for short periods of time, are allowed, provided they do not become excessive or disruptive.

**Office Supplies/Shop Supplies/etc.:** Office supplies, shop supplies and other District-owned supplies and items of personal property are intended for uses that directly benefit the District. Incidental personal use of the same by public servants is allowed, such as the use of District-owned office supplies including pens, pencils, and paper, provided that such incidental personal use is not excessive.

**Miscellaneous:** Any District Property that does not fall under any of the above classifications may nevertheless be utilized by a public servant for incidental personal uses.

**7.2. PURCHASING OR ACQUIRING AND ACCOUNTING FOR FIXED ASSETS**

- 7.2.1. All fixed assets will be purchased in accordance with District purchasing policies.
- 7.2.2. The District shall establish and maintain the fixed asset accounting information and data elements in the District Software Fixed Assets module. Depreciation is computed based on useful life, in-service date, asset value, salvage value and the appropriate depreciation method.
- 7.2.3. The District shall ensure fixed assets are accounted for properly when acquired, are tagged with the District’s identification number promptly upon receipt, are inventoried annually and safeguarded, and are accounted for properly when retired.
- 7.2.4. The District shall conduct all annual inventories of fixed assets.

**7.3. DISPOSITIONS**

- 7.3.1. When a fixed asset is no longer needed by the District, the asset must be sent to the State-approved disposition vendor for sale or disposal. It is the disposition vendor's responsibility to dispose of the asset and transfer all proceeds, if any, less disposal charges, to the District.

- 7.3.2. When a controlled asset is no longer needed by the District, the controlled asset shall be sold to surplus or disposed of in accordance with property management standards. All proceeds are transferred to the District.
- 7.3.3. The Property Manager shall maintain and update all records if an asset has been lost, stolen, destroyed, scrapped, or sold.

**7.4. REPORTING OF THEFT OR ABUSE OR MISUSE OF PROPERTY**

- 7.4.1. Employees who discover a loss or possible theft of an asset or who have evidence that District property is not being used appropriately shall contact the supervisor who will contact the Property Manager.
- 7.4.2. The Property Manager shall report the theft to the appropriate law enforcement authorities and shall ensure the accounting records are updated.

**7.5. INFORMATION SYSTEMS, DATA AND CYBER SECURITY**

WFWRD understands the importance of keeping information about its employees, customers, and business associates secure and confidential. This policy establishes a framework cataloging the District's technology assets that contain personally identifiable information and establishes a plan for managing the risks of unauthorized access to those assets.

Salt Lake County hosts and supports the District's information systems as part of the District's Interlocal Agreement for Administrative Services. The District shall abide by the appropriate County policies, applicable laws, and regulations to ensure proper security for the District's information.

The General Manager will ensure that all employees that have access to information systems, assets, and data receive ongoing trainings that will secure the District's information systems, assets data, and information on these systems.

7.5.1. **Laws:** The following is a list of laws that have been considered during the drafting of this policy, which may apply to WFWRD:

- 7.5.1.1. Utah's Protection of Personal Information Act, Utah Code Ann. & 13-44-101, et seq.
- 7.5.1.2. Utah's Government Records Access and Management Act, Utah Code Ann. & 63G-2-101, et seq.
- 7.5.1.3. Salt Lake County Code of Ordinances Title 2, Chapter 2.81; and Title 2, Chapter 2.82
- 7.5.1.4. Salt Lake County Security Policies 1400-1 through 1400-8, 1500, 1510, and 1515

7.5.2. **Definitions**

- 7.5.2.1. **Asset:** Any physical or electronic medium that contains personally

identifiable information. Examples include: CDs, flash drives, internal or external hard drives, paperwork, emails, computers, laptops, and cellular phones.

- 7.5.2.2. **Information Systems:** All of the devices that connect into the District's network, such as computers, laptops and phones, and devices that facilitate the network's operation, such as routers, servers, and control switches.
- 7.5.2.3. **Personally Identifiable Information:** Information that can be used on its own or with other information to identify a person. Examples include any electronic or physical document that contains the name of a customer, employee, or business associate and any of the following:
  - a. Social security number;
  - b. Tax-identification number;
  - c. Financial account number;
  - d. Credit card or debit card number;
  - e. Driver license number or state identification card number;
  - f. Responses to security questions that would grant unauthorized access to any of the above information; or
  - g. Any other information that must be protected by state and federal law.
- 7.5.2.4. **Unauthorized Use:** The use of Personally Identifiable Information in a manner that is unrelated to performing a job function in the normal course of business. Unauthorized Use includes, but is not limited to:
  - a. Accessing, monitoring, or intercepting Personally Identifiable Information from WFWRD's customers, employees, or business associates without approval from a supervisor or the Security Manager;
  - b. Attempting to use WFWRD's Information System in a way that would disrupt the functionality of the Information System or a part of the Information System, WFWRD's network, or WFWRD's Assets;
  - c. Misrepresenting identity to gain access to WFWRD's Information System, network, or Assets, including unauthorized use of a login or password of any client, customer, employee, or business associate;
  - d. Accessing Assets or Personally Identifiable Information without proper authorization;
  - e. Violating copyright and licensing laws for programs used by WFWRD; or
  - f. Using Personally Identifiable Information in violation of state or federal laws.



### 7.5.3. Violations

Any WFWRD employee who violates these policies and/or engages in any Unauthorized Use shall be subject to performance correction up to and including termination depending on the violation. Any criminal actions will be reported to the appropriate legal agency.

## CHAPTER 8: CONTRACTS AND PROCUREMENT

The District sets the following policies under the authority of and in compliance with Utah Procurement Code, found in Title 63G, Chapter 6a of the Utah Code related to contracts and procurement.

### 8.1. STATE CODE PROVISIONS

The District is a special service district and, as such, District purchases shall be made in accordance with applicable sections of the Utah Procurement Code and this policy. In the event of a conflict between this policy and the Utah Procurement Code, the Utah Procurement Code shall control.

### 8.2. RESPONSIBILITY FOR BUDGETARY COMPLIANCE

The General Manager is the authorized officer and purchasing agent charged with the responsibility of staying within the District adopted budgets, authorizing no expenditures in excess of those budgets as required by the Utah Fiscal Procedures Act for Special Districts, in compliance with the Utah Procurement Code and this policy.

8.2.1. Duties and Powers. The Purchasing Agent shall have the following general powers and duties:

- 8.2.1.1. To adopt procedures regulating the purchasing procedures of the District;
- 8.2.1.2. To procure or supervise the procurement of all real or personal property, supplies or services;
- 8.2.1.3. To exercise general supervision and control over all inventories and supplies;
- 8.2.1.4. To dispose of surplus supplies or property; and,
- 8.2.1.5. To establish and maintain programs for the inspection, testing and acceptance of supplies, services, and construction.

8.2.2. Delegation. Subject to the provisions in district policies and this procedure, the Purchasing Agent may delegate authority to another.

- 8.2.2.1. The General Manager delegates authority to the Operations Manager if the General Manager is not available by any means, and goods must be

purchased for continuity of service. In the case of the Operations Manager not being available by any means the same authority is delegated to the Finance Director for the District.

8.2.2.2. The General Manager delegates authority to the District's Fleet Manager to sign titles on behalf of the District in the disposal/sale of the District assets.

8.2.3. Preparation of Specifications by Others. The Purchasing Agent may designate others to prepare specifications for the District's use in making purchases when there will be no substantial conflict of interest involved, and it is otherwise in the District's best interest.

### 8.3. BUDGET EXPENDITURES – MEMBERS OF THE ADMINISTRATIVE CONTROL BOARD APPROVAL

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

### 8.4. COMPETITIVE PROCESS

The District requires that purchases of goods and services be satisfied by commercially available products whenever practical. Contracts shall be awarded through a competitive bidding or proposal process when required by state statute. The use of the State of Utah's contract vendors is considered to be a competitive process. Contracts awarded by a sealed bidding procedure shall follow the Source Selection and Contract procedure as outlined in the Utah Procurement Code.

8.4.1. The District requires that purchases of goods and services be satisfied by commercially available products whenever practical.

8.4.2. The Purchasing Agent may purchase supplies, goods or services, and the District may enter into contracts without the receipt or review of competitive bids or proposals, if any of the following occur:

8.4.2.1. In the case of an emergency which poses a threat to the public health, welfare, or safety, and as declared in writing by the Purchasing Agent, in accordance with the Utah Procurement Code.

8.4.2.2. When there is a sole source of supply as declared in writing by the Purchasing Agent, in accordance with the Utah Procurement Code.

8.4.2.3. When the purchase or work is a continuation of previous purchases or work, and there exists a clear, potential economic benefit to the District to negotiate a contract directly with the firm that supplied the initial purchase or work. The basis for the selection shall be approved and confirmed in writing by the Purchasing Agent.

8.4.2.4. When the District does not receive a response to its announcements, requests or invitations for bids or proposals.

- 8.4.2.5. In the case of a small purchase or contract, as defined in Part 8.10.
- 8.4.2.6. When the Purchasing Agent determines that it is not in the best interest of the District to change legal services, financial services, or other professional services.
- 8.4.2.7. When the award to a specific supplier, service provider or contractor is a condition of a donation that will fund the full cost of the supply, service, or construction item.

**8.5. DESIGNATED FUNDS**

Funds designated for the purchase of goods or services under a particular budget line item may not be used for the purchase of goods or services under a different budget line item without the prior approval of the General Manager.

Funds designated for a particular program within a budget line item may be used by a different program with the approval of the General Manager.

**8.6. PETTY CASH**

Petty cash in an amount not to exceed \$400 may be established. Petty cash funds may be used to purchase supplies, materials, and equipment when the cost does not exceed \$400.00 and when documentation of the purchase is maintained. Supplies, materials, and equipment regularly purchased and available to the District through regular purchasing channels shall not be purchased using petty cash funds.

**8.7. PURCHASE LIMITS**

- 8.7.1. Anticipated contract amounts of \$50,000 or greater are subject to a competitive bidding or proposal process.
- 8.7.2. The use of the State of Utah’s contract vendors is considered to be a competitive process.
  - 8.7.2.1. Contracts awarded by a sealed bidding procedure shall follow the Source Selection and Contract procedure as outlined in the Utah Procurement Code.
  - 8.7.2.2. The Purchasing Agent may assign selection committee members as appropriate to serve on committees to select vendors of needed services for the District.
    - 1.3.1.1.1. The selection committee members shall be qualified through expertise, knowledge of services, and work related to services needed.
  - 8.7.2.3. The competitive bidding process shall include Statements of Qualifications (SOQ) from the bidder. The SOQs shall have the following information:

- 1.3.1.1.2. Name of the firm, location of offices, and specifically the location of the principle place of business.
- 1.3.1.1.3. Age of the firm and average number of employees over the past five years in the local office.
- 1.3.1.1.4. Education, training, qualifications, and availability of key employees of the firm in the local office, pertaining to the type of work anticipated by the District.
- 1.3.1.1.5. Experience, special technical capabilities, and expertise of the firm, and available equipment necessary or useful in pertinent types of professional work.
- 1.3.1.1.6. References from at least five clients and previous projects, including two from the preceding year.
- 1.3.1.1.7. Any other relevant information as determined by the District.

**8.8. SMALL COST PURCHASES:**

- 8.8.1. The threshold dollar amount is a purchase less than \$50,000.
- 8.8.2. The annual cumulative threshold from a single source is \$50,000.
- 8.8.3. The individual procurement threshold: the maximum total amount that may be expended as a small cost purchase is \$50,000.
- 8.8.4. The single procurement aggregate threshold: the maximum total that may be expended to purchase multiple items from a single source at one time is \$50,000.
- 8.8.5. The purchase of supplies, services, and construction items shall not be artificially divided so as to constitute a small cost purchase under this section.
- 8.8.6. Before making a purchase of \$1,000 or less, the manager responsible for the purchase will make all reasonable means to assure the District is getting good value and a reasonable price.
- 8.8.7. A purchase between \$1,001 and less than \$5,000 requires that at least two verbal quotes be obtained.
- 8.8.8. A request for a purchase of supplies, services, or other items totaling \$5,000 or greater shall be submitted for approval to the Operations Manager or Finance Director as designated by the General Manager. A purchase of supplies, services, or construction items for \$5,001 or greater shall be made in the manner deemed most appropriate by the General Manager or his/her designee.
- 8.8.9. Insofar as it is practical for small purchases of supplies, services, or other items between \$5,001 and \$50,000, no less than two businesses shall be solicited to submit electronic, telephone, or written quotations. The State of Utah purchasing system is the preferred method for requesting and receiving quotations. The District shall award the purchase to the business offering the lowest acceptable

quotation meeting specifications. Records should be maintained to verify solicitations and quotes received for 2 years.

**8.9. GENERAL MANAGER REVIEW AND APPROVAL**

Appropriate levels of approval shall be established in writing by the General Manager.

**8.10. BOARD REVIEW AND APPROVAL**

The General Manager and the Chair of the Board may determine, based on the nature of the goods and services to be acquired, that any procurement may be subject to notice and review by the Board.

**8.11. PROHIBITED ACTS**

8.11.1. No bidder, prospective bidder, or current bidder, including its employee(s) or officer(s), in connection with a purchase by the District, shall engage in any act or inaction which is a restraint of trade, anti-competitive or price-fixing.

8.11.2. No person shall offer or give any employee of the District or any member of the employee's immediate family, any gift whose value is greater than \$50, whether in the form of money, services, loan, travel, entertainment, hospitality, promise, or other form, under circumstances in which the gift could reasonably be intended to influence the employee or could reasonably be expected to influence the employee in his/her duties concerning the award of any contract or order of purchase, or for any District employee to directly or indirectly solicit or directly or indirectly accept any such gift for such purpose. (Reference: Utah Code Title 67 Chapter 16, Public Officers' and Employees' Ethics)

8.11.3. No District employee, or Board member shall disclose, in advance of the opening of the bids, the content of any bid invited through the formal competitive bidding procedure.

8.11.4. No District employee, or Board member shall actively participate in the awarding of a contract from which he/she will directly benefit, without first fully disclosing any interest he/she has in the contract.

8.11.5. No District employee, Board member or other person shall appropriate for personal or private use any item of public property.

**8.12. DISCIPLINARY ACTION**

Any District employee committing any of the foregoing acts is subject to disciplinary action up to and including termination. Any bidder or prospective bidder committing any of the foregoing acts is subject to being debarred from further involvement in any business with the District.

## 8.13. CONTROVERSIES AND PROTESTS

### 8.13.1. Procurement Code Provisions

8.13.1.1. Part 16: Controversies and protests shall be conducted in accordance with the requirements set forth in Sections 63G-6a-1601 through -1604 of the Utah Procurement Code (the "Act"). This Rule 8.13 provides additional requirements and procedures, and will be used in conjunction with the Act. Unless otherwise designated by this Rule or the Board, the Procurement Officer, or a person designated by the Procurement Officer, shall be the "Protest Officer".

8.13.1.2. Part 19: Part 19 of the Act, Sections 63G-6a-1901 through -1911, contain provisions regarding:

8.13.1.2.1. Limitations on challenges of:

8.13.1.2.1.1. A procurement;

8.13.1.2.1.2. A procurement process;

8.13.1.2.1.3. The award of a contract relating to a procurement;

8.13.1.2.1.4. A debarment; or

8.13.1.2.1.5. A suspension; and

8.13.1.2.1.6. The effect of a timely protest or appeal;

8.13.1.2.2. The costs to or against a protester;

8.13.1.2.3. The effect of prior determinations by employees, agents, or other persons appointed by the District;

8.13.1.2.4. The effect of a violation found after award of a contract;

8.13.1.2.5. The effect of a violation found prior to the award of a contract;

8.13.1.2.6. Interest rates; and

8.13.1.2.7. A listing of determinations that are final and conclusive unless they are arbitrary and capricious or clearly erroneous.

8.13.2. **General**: Any actual or prospective bidder, offeror, or contractor (collectively "vendors" and individually a "vendor") who is aggrieved in connection with the solicitation or award of a contract may file a written protest with the Protest Officer.

8.13.3. **Deadline**. A protest relating to an invitation for bids or a request for proposals is to be submitted in writing prior to the opening of bids or the closing date for proposals, unless the aggrieved vendor did not know and should not have known of the facts giving rise to the protest prior to the bid opening or the closing date for proposals. In any event, the protest shall be submitted in writing within 7 days

after the aggrieved person knows or should have known of the facts giving rise thereto. Anyone failing to file a protest within the time prescribed may not:

- 8.13.3.1. Protest to the Protest Officer a solicitation or award of a contract; or
  - 8.13.3.2. File an action or appeal challenging a solicitation or award of a contract before an appeals panel, a court, or any other forum.
- 8.13.4. **Protest Document.** A person filing a protest shall include in the filing document:
- 8.13.4.1. The person's address of record and e-mail address of record; and
  - 8.13.4.2. A concise statement of the grounds for the protest.
- 8.13.5. **Resolution/Correction of Errors:** The Protest Officer or designee shall have the authority to settle and resolve a protest. Furthermore, if at any time during the protest process it is discovered that a procurement is out of compliance with any part of the Procurement Code or applicable rules and regulations, including errors or discrepancies, the Protest Officer may take administrative action to correct or amend the procurement to bring it into compliance, correct errors or discrepancies, or cancel the procurement.
- 8.13.6. **Verification of Legal Authority:** A person filing a protest in a representative capacity may be asked to verify that the person has legal authority to file the protest on behalf of the affected party.
- 8.13.7. **Intervention in a Protest:** After a timely protest is filed in accordance with the Act, the Protest Officer shall notify awardees of the subject procurement, and may notify others, of the protest.
- 8.13.8. **Period of Time to File:** A motion to intervene must be filed with the Protest Officer no later than ten days from the date such notification is sent by the Protest Officer. Only those motions to intervene made within the time prescribed in this Rule 8.13 will be considered timely. The District and the intended beneficiary of the procurement (the intended awardee of the procurement) are automatically considered to be parties of record and need not file a motion to intervene.
- 8.13.9. **Contents of a Motion to Intervene:** A copy of any motion to intervene will be mailed or e-mailed to the party protesting the procurement and to the intended awardee of the procurement.
- 8.13.9.1. Any motion to intervene must state, to the extent known, the position taken by the intervenor and the basis in fact and law for that position. A motion to intervene must also state the intervenor's interest in sufficient factual detail to demonstrate that:
  - 8.13.9.2. The intervenor has a right to participate which is expressly conferred by statute or by applicable rule, order, or other action;
  - 8.13.9.3. The intervenor has or represents an interest which may be directly affected by the outcome of the proceeding, including an interest as a consumer; customer; competitor; security holder of a party; or the person's participation is in the public interest.

- 8.13.10. **Granting of Status:** If no written objection to a timely motion to intervene is filed with the Protest Officer within seven calendar days after the motion to intervene is received by the protesting person, the intervenor becomes a party at the end of this seven-day period. If an objection is timely filed, the intervenor becomes a party only when the motion is expressly granted by the Protest Officer based on a determination that a basis for intervention exists as stated in this Rule 8.13.
- 8.13.11. **Late Motion:** If a Motion to Intervene is not timely filed, the Motion shall be denied by the Protest Officer.
- 8.13.12. **Preliminary Procedure:** After a protest is filed, the Protest Officer shall determine whether the protest was timely filed and complies fully with the requirements of the Act and this Rule 8.13. If the protest is not timely and/or not compliant with the Act or this Rule, the protest will be rejected. If the Protest Officer determines that the protest was timely filed and is compliant, the Protest Officer shall:
- 8.13.12.1. Dismiss the protest without any further proceeding if the Protest Officer determines that the protest alleges facts that, if true, do not provide an adequate basis for the protest;
  - 8.13.12.2. Uphold the protest without holding a hearing if the Protest Officer determines that the undisputed facts of the protest clearly indicate that the protest should be upheld; or
  - 8.13.12.3. Schedule a hearing under Section 8.13.8 if there is a genuine issue of material fact to be resolved.
- 8.13.13. **Hearing:** The hearing shall be conducted by a three-member panel consisting of the District's General Manager, the District's Finance Director, and the Board Chair, or a designee of any of them. Should any member of the panel have a conflict as, for example, may be the case if the decision under appeal was made by the General Manager, that panel member may withdraw, in which event the Board Chair shall designate another person, who may be a board member, to sit on the panel.
- 8.13.13.1. For purposes of Rule 8.13 and the applicable provisions of the Act, the appellate panel shall be treated as and shall have the authority of the Protest Officer from the point in time when the panel is convened.
  - 8.13.13.2. The hearing, and any post hearing proceedings, shall be conducted as provided in part 16 of the Act, particularly Section 63G-6a-1603.
- 8.13.14. **Delay in Award of Contract:** In the event of a timely protest under Section 8.13.1 above, the District will not proceed further with the solicitation or with the award of the contract until all administrative and judicial remedies have been exhausted or until the Procurement Officer, in consultation with appropriate District personnel, makes a written determination that the award of the contract without delay is necessary to protect substantial interests of the District.
- 8.13.15. **Proceeding to Debar/Suspend Potential Contractors:**



- 8.13.15.1. **Debarment:** After reasonable notice to the vendor involved and a reasonable opportunity for the vendor to be heard, the Procurement Officer, after consulting with the District's attorney, shall have authority to debar a vendor for cause from consideration of award of a contract for a period not exceeding three years.
- 8.13.15.2. **Suspension:** The Procurement Officer, after consultation with the District's attorney, shall have authority to suspend a person/entity from consideration for the award of a contract if there is probable cause to believe that the person/entity has engaged in any activity which might lead to debarment. The suspension shall not be for a period exceeding three months unless a charge or an indictment has been issued for an offense which would be a cause for debarment as set forth in Utah Code Ann. § 63G-6a-904, in which event the suspension shall, at the request of the District's attorney, remain in effect until after the trial of the suspended person.
- 8.13.15.3. **Resolution of Controversies:** The Procurement Officer is authorized to settle and resolve a controversy which arises between the District and a vendor under or by virtue of a contract. This includes, without limitation, controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.
- 8.13.15.4. **Written Decision:** The Procurement Officer shall promptly issue a written decision regarding any protest, debarment or suspension or contract controversy if it is not settled by mutual agreement. The decision shall state the reasons for the action taken and inform the protestor, contractor, or prospective contractor of the right to administrative or judicial review as provided in Parts 17 and 18 of the Act.
- 8.13.16. **Timing and Finality of Decision:**
- 8.13.16.1. **Adverse Decision Presumed After 30 Days:** As provided in Section 63G-6a-1603(9) of the Act, if a final written decision regarding a protest is not issued within 30 calendar days after the day on which a written request for a final decision is filed with the Protest Officer, or within such longer period as may be agreed upon by the parties, the protestor, prospective vendor, or vendor may proceed as if an adverse decision had been received.
- 8.13.16.2. **Finality:** Except as otherwise specifically provided in this policy, a decision of the Procurement Officer shall be effective until stayed or reversed on appeal.
- 8.13.16.3. **Written Decision:** Once available, a copy of the decision shall be immediately mailed or otherwise furnished to the protestor, prospective contractor, or contractor and any parties that have been allowed to intervene in the proceeding. The decision shall be final and conclusive

unless the protestor, prospective contractor, or contractor timely files an appeal to an appeals panel established by the Procurement Policy Board in accordance with Sections 63G-6a-1701 to -1706 of the Act within the applicable 7 day statute of limitations period specified in Section 63G-6a-1702 of the Act.

- 8.13.17. **Violation of Law:** If, before an award of a contract, it is finally determined administratively or upon administrative or judicial review that a solicitation or proposed award of a contract is in violation of law, the solicitation or proposed award shall be canceled or revised to comply with applicable law, unless different relief is mandated.
- 8.13.18. **Options After Adverse Determination:** If, after an award of a contract, it is finally determined administratively or upon administrative or judicial review that a solicitation or award of a contract is in violation of law, provided that the recipient of the award has not acted fraudulently or in bad faith, unless different relief is ordered: (a) the contract may be ratified and affirmed by the District if it is determined by the Board that doing so is in the best interest of the District; or (b) the contract may be terminated and the vendor awarded the contract shall be compensated for the actual expenses reasonably incurred under the contract prior to termination, plus a reasonable profit.
- 8.13.19. **Fraudulent Conduct by Contractor:** If, after an award of a contract, it is determined administratively or upon administrative or judicial review that a solicitation or award of a contract is in violation of law and if the recipient of the award has acted fraudulently or in bad faith, unless different relief is ordered: (a) the contract will be declared null and void; or (b) the contract may be ratified and affirmed if such action is in the best interest of the District, as determined by the Board, without prejudice to the District's rights to any appropriate damages.

## CHAPTER 9: HUMAN RESOURCE SYSTEM

### 9.1. PURPOSE

- 9.1.1. The Human Resource policy has been adopted for the purpose of guiding the District's efforts for quality performance, equity in employment, and career development of its employees. The District personnel system is merit-based, under state statute Utah Code Annotated 17B-1-801 and 803.
- 9.1.2. The Policy is a guideline and general statement of the District's present policies and benefits. It is not intended to be all-inclusive. It is not an employment contract or agreement. All requirements, rules, policies, and procedures included herein are subject to change and revision as conditions and circumstances change. The District intends to comply with all local, state, and federal laws.

### 9.2. DISCRIMINATION AND HARASSMENT PROHIBITED

- 9.2.1. The District is an equal employment opportunity employer, and desires to provide employees with a working atmosphere free of harassment, discrimination or retaliation and to allow applicants for employment or those conducting business with the District to do so in an environment free from harassment, discrimination or retaliation.
- 9.2.2. Discrimination, harassment, or retaliation based on race, color, national origin, sex, pregnancy, sexual orientation, gender identity, marital status, religion, age, disability, genetic information, and military or veteran status is prohibited.
- 9.2.3. It is the policy of the District to maintain a workplace free from all forms of discrimination and harassment and to strictly prohibit retaliation against any individual who opposes a discriminatory practice, makes a complaint of discrimination or cooperates in an investigation of a complaint. Detailed rules and regulations covering equal employment opportunity and non-discrimination may be found in separate policies and procedures of the District.

### 9.3. FAIR EMPLOYMENT PRACTICES

- 9.3.1. It is the intent and purpose of the Board to assure equality and quality in all phases of the employment process. In so doing, the Board intends to comply with all applicable State and Federal requirements pertaining to fair employment practices with a competitive recruitment process.
- 9.3.2. **Salary Adjustments.** When a Merit Employee voluntarily requests, or competes for a lower salaried position within the District, or management determines the need for a change in duties, the following shall apply:
  - 9.3.2.1. An employee's salary shall be reduced by 15% if the midpoint of the salary range the employee currently occupies is 20% higher than the midpoint of the salary ranges of the position he or she is eligible to fill.
  - 9.3.2.2. An employee's salary shall be reduced by 10% if the midpoint of the salary range the employee currently occupies is less than 20% above the midpoint of the salary range of the position he or she is eligible to fill.
  - 9.3.2.3. If an employee previously occupied the position being considered, the decrease shall be based upon the salary the employee would have been earning if said employee had not occupied the higher position to the date of the request, or change.
  - 9.3.2.4. Eligibility shall be based upon knowledge, skill, ability, and any required certifications. Notwithstanding the foregoing, all salaries must be within the pre-determined salary range for the applicable job position. If, after performing the calculation described in either Section 9.3.2.1 or Section 9.3.2.2, the employee's adjusted salary would fall outside of the salary range, the salary will be further adjusted to the point where it no longer exceeds or falls below the salary range of the position the employee is to fill.

**9.4. PROFESSIONALISM**

- 9.4.1. All employees of the District are expected to accept and adhere to high standards of personal and professional conduct. This not only involves sincere respect for the rights and feelings of others, but also demands that employees refrain from behavior that might be harmful to themselves, their co-workers and/or the District, or negatively impact those persons and organizations served by the District or the perception of the District by the public at large.
- 9.4.2. An employee whose performance, work habits, overall attitude or demeanor becomes unsatisfactory or who fails to perform assigned duties and responsibilities at prescribed levels may be subject to retraining or performance correction, up to and including termination.

**9.5. ANTI-NEPOTISM**

No relative of an employee or Board member will be employed by the District in violation of the Utah Anti-Nepotism Act, Utah Code Ann. §§ 52-3-1 *et seq.*

**9.6. DISABILITY AND RELIGIOUS ACCOMMODATION**

In accordance with federal and state law, reasonable accommodations may be made for qualified employees with known disabilities and employees whose religious belief, practice, or observance conflicts with workplace requirements. Employees may request a reasonable accommodation by contacting the District Human Resource Manager.

**9.7. DEFINITIONS**

The District will classify all employees in accordance with the following definitions:

Regular: An employee hired to work more than 30 hours per week on a regular basis in an established position with merit rights.

Part-time: Employment in a job established for a specific period of time or for the duration of a specific project or group of assignments. A part time employee may work up to 40 hours per week with the understanding that the employment will be terminated as the conclusion of a specific time or at the completion of a specific project.

Probationary: An employee who is in the initial six months of employment will be considered "at will" until passing their six-month performance review and receiving merit rights.

Merit Employee: A regular employee who has completed the probationary period and is in good standing with the District.

At Will/Appointed: Serves at the will of the Board or with the Board's approval at the will of the General Manager and may be terminated without cause.

Emergency Response Employee (ERE): All District employees may be subject to designation as an Emergency Response Employee and be called upon to respond outside of regular work hours.

Safety Sensitive: Employment positions within the District that require operating equipment as part of the daily duties and responsibilities.

Adult Designee: An individual who is not the spouse of an employee, has resided in the same domicile with the eligible employee for at least the past twelve (12) consecutive months and intends to remain so for a period of time, is at least eighteen (18) years of age, and is directly dependent upon or interdependent with the employee sharing a common financial obligation.

## **9.8. FLSA EXEMPT, NON-EXEMPT, AT-WILL EMPLOYEES**

- 9.8.1. As allowed by the Fair Labor Standards Act (FLSA) The District may classify as “exempt” from the FLSA, executive, administrative, and professional employees from the overtime provisions of the FLSA.
- 9.8.2. All other employees of the District are considered non-exempt, or entitled to the payment of overtime or compensatory time as required by state and federal law.
- 9.8.3. At will employees are eligible for the same benefits as District employees and may be terminated with or without cause. In the case of termination without cause, a severance package will be activated based upon one (1) month salary and health benefits for each one (1) year of service with the District at the following limits: two (2) month minimum and six (6) month maximum upon termination. Any other benefits being granted will be determined by the Board as appropriate.

## **9.9. PAY STRUCTURE**

- 9.9.1. The District shall have pay structures based around a market reference midpoint representing the 50<sup>th</sup> percentile of the average actual base pay in the market. The length of the pay structure is a 40% range spread from the pay range minimum to the pay range maximum.
- 9.9.2. Annual Merit Salary Increases
  - 9.9.2.1. Merit employees are eligible for an annual merit increase approved as part of the annual budget if they receive an overall score that meets the required expectations in their annual performance appraisal.
  - 9.9.2.2. A merit employee who is eligible for an annual merit increase and who has reached the “redlined” top of the respective salary range, may receive an annual one-time lump sum payment in lieu of the approved annual merit adjustment upon the employee’s effective service date.
    - 9.9.2.2.1. Eligible employees may choose to have the annual one-time lump sum added to their paycheck or the employees may request that the annual lump sum be deposited into their retirement accounts.

**9.10. MARKET SURVEYS AND ADJUSTMENTS**

The District will conduct market surveys including benefit information every 3 to 4 years. The information obtained will be used in recommending adjustments to the salary range or particular job classifications and the salary, within the approved range for particular employees.

**9.11. RECLASSIFICATION**

A job may be reclassified and assigned a different title and salary range upon a significant content change in the job description or as the result of a Market Survey.

**9.12. ATTENDANCE**

Employees need to be at work, on time and ready to work, and give proper notice when they will be late. Working hours, shift assignments, breaks, meal periods, and special rules for work performance and attendance are determined for each program by the program manager.

**9.13. WORKWEEK**

The District workweek runs from Sunday morning at 12:01 a.m. to the following Saturday evening at 11:59 pm.

**9.14. SCHEDULES**

9.14.1. For the purpose of efficient operation and effective service to the community, District Management, in its sole discretion, determines the scheduling of its employees' work shifts. District Management also has sole discretion to modify work schedules to meet the needs of the District.

9.14.2. Except for scheduled leave, no employee may be absent from work without authorization from the supervisor. Any employee who is absent without authorization for more than two (2) consecutive workdays will be considered to have resigned.

**9.15. OVERTIME**

9.15.1. Any FLSA covered employee who is required to work more than 40 hours during any work week shall receive overtime or compensatory time for all hours in excess of 40 hours at the rate of one and one-half times the regular rate of pay. Non-exempt employees who work on Holidays or accrue overtime related to working holidays shall be compensated appropriately according to regular and premium holidays.

- 9.15.2. FLSA covered employees, with the approval of their manager, must complete a compensatory time agreement to request their overtime be accumulated as compensatory time.
- 9.15.3. Up to 100 hours of compensatory time may be accumulated (66 overtime hours actually worked).
- 9.15.4. Holidays, vacation, sick leave, compensatory time used and other paid leave such as jury duty, military leave and funeral leave shall not be counted as time worked for the purposes of calculating overtime.
- 9.15.5. An employee shall be permitted to use accrued compensatory time off within a reasonable period after requesting its use, provided that the use of the compensatory time does not unduly disrupt the operations of the District.
- 9.15.6. FLSA exempt employees do not accrue overtime or compensatory time.

**9.16. EMERGENCY RESPONSE**

- 9.16.1. All employees shall be available to return to work at any hour if called to do so by the General Manager/Designee if the General Manager is not available.
  - 9.16.1.1. Delegation. Subject to the provisions in district policies and this procedure, the General Manager delegates authority to the Finance Director if the General Manager is not available by any means. In the case of the Finance Director not being available by any means the same authority is delegated to the Operations Manager for the District.
- 9.16.2. An employee's failure to comply with an emergency call-out request may result in disciplinary action up to and including termination.
- 9.16.3. In the event of a disaster or emergency declaration by an appropriate legal authority, the General Manager shall require that all employees (FLSA-exempt and non-exempt) record all hours worked, including time in excess of 40 hours per week. FLSA-exempt employees shall be paid for overtime hours worked if a disaster or emergency is declared at the rate of one and one half times the regular rate for actual hours worked in excess of 40 in a standard work week for all overtime hours worked during the declared disaster or emergency.

**9.17. PAY PERIODS**

- 9.17.1. Unless an exception is granted by the Department of Labor, as required by the Fair Labor Standards Act, wages will be calculated on a weekly basis.
- 9.17.2. The District's first pay period shall open on Tuesday, January 2, 2013, and end on Saturday, January 15, 2012.

**9.18. PAY DAYS**

The District shall have 26 paydays each year on a bi-weekly schedule for Fridays. If the

day designated as payday falls on a holiday, payday shall be the workday immediately preceding the regular scheduled payday.

**9.19. PAYROLL DEDUCTIONS**

9.19.1. Deductions required by law will be made from each employee’s wages. These deductions include but may not be limited to federal and state income taxes or garnishments.

9.19.2. Other deductions permitted by law may be made from an employee’s paycheck with the Board’s approval and the employee’s written permission.

9.19.2.1. An employee on Family Medical Leave or Worker’s Compensation who wants to maintain health, dental, 125 pre-tax cafeteria, or life insurance benefits will be required to pay the same premium or cafeteria payroll deductions normally paid. Premiums may be paid by check, leave time, incentive award or safety certificates.

9.19.3. The District may not make any pay roll deductions from the wages of its employees for political purposes, as described in state law.

**9.20. METHOD OF PAYMENT**

The District pays all employees through direct deposit into the employee’s bank account or through a pay card at the employee’s choice. The District will distribute payroll vouchers to its employees on pay day.

**9.21. ADVANCES**

The District will not give advances in pay.

**9.22. INSURANCE BENEFITS**

The District provides group insurance plans for its regular employees. Part-time and seasonal/casual/temporary employees are not eligible for District health and dental insurance programs or District life, disability insurance, and retirement programs other than the Federal Insurance Contribution Act (FICA).

Due to the nature of the benefits described herein, the provisions of this policy are subject to addition, deletion, modification, or repeal. The District Board reserves the right to make modifications as needed. This policy does not establish a guaranteed level of benefits for employees or retirees.

9.22.1. Medical, Dental and Vision Insurance

The District provides medical, dental and vision insurance to regular employees. Additional information about these benefits and eligibility requirements may be obtained from the plan documents or the Human Resource Manager. The District will comply with



UCA-49-11 to ensure all of its regular employees are enrolled in the Utah Retirement Systems (URS) plans during new hire orientation.

- 9.22.2. An employee must enroll a spouse, an adult designee, or dependent children to trigger dependent coverage. An employee must complete a declaration establishing adult designee status to enroll an adult designee. An employee may not enroll an adult designee if they are married and may only enroll one adult designee if they are not married. Adult Designee and Domestic Partner coverage is subject to Internal Revenue Service (IRS) guidelines.
- 9.22.3. When documentation for the purpose of determining eligibility of spouses, adult designees, or children is requested it must be provided within 30 days of eligibility; such as after a change of status (e.g. birth of a child, legal adoption, marriage, new adult designee status).
- 9.22.4. The District complies with the Consolidated Omnibus Budget Reconciliation Act (COBRA), the federal health care continuation law.
- 9.22.5. For purposes of District provided group medical insurance, the District has officially opted out of the requirements of the Health Insurance Portability and Accountability Act (HIPAA).
- 9.22.6. Life Insurance and Disability Insurance  
Life and disability insurances are available to regular employees. Further information on life and disability coverage is available in the summary plan description.

## **9.23. PENSION AND RETIREMENT BENEFITS**

### 9.23.1 Utah State Retirement Plans

Regular employees participate in the URS defined benefit plans. Plan design and benefits are determined by the Utah State Legislature.

### 9.23.2 District Retirement Plan.

Effective January 1, 2013, the District Retirement Plan, known as the Alternative Social Security Plan is implemented. It is the intent of the Board to allow employees flexibility to manage investments while at the same time secure retirement funds for the future.

The contribution rate for this plan is the same as FICA or Social Security tax, as it may be changed periodically by Congress.

9.23.2.1 Employees are required to pay the Medicare tax.

9.23.2.2 Part-time and seasonal/causal/temporary employees do not participate in District Pension and Retirement Benefits, and therefore are required to match the District's contribution to FICA and Medicare.

9.23.3 Regular employees (including Tier 2 appointed officials) are eligible to participate in any of the retirement savings plans administered by the Utah Retirement Systems,

which are also referred to as “defined contribution” plans. Tier 2 elected officials are not eligible to participate.

9.23.3.1 At retirement, a regular employee with a minimum of 25 years of service with the District is eligible to purchase up to five additional years of service credit from the Utah Retirement System. The District may contribute up to \$5,000 for each year of retirement credit being purchased, not to exceed a maximum total of \$25,000.

9.23.3.2 Contribution amounts will be limited to the actual number of years of service needed to attain a full retirement with no actuarial reduction. Such contribution shall not exceed 95% of the total cost of purchasing the retirement credit as determined by the Utah State Retirement Office.

9.23.3.3 The employee should notify the District in writing and in a timely manner of his/her desire to retire and take advantage of this benefit so that appropriate amounts can be included in the District’s annual budget.

9.23.4 Employees in the following positions are eligible to request exemption from the Utah State Retirement System under Utah Code Ann. § 49-13-203(4). An employee seeking such an exemption must file an exemption request with the HR Manager within the first 60 days of employment.

9.23.4.1 General Manager/CEO (appointed)

9.23.4.2 Chief Financial Officer (appointed)

9.23.4.3 Controller (appointed).

## **9.24. PAID LEAVE**

### 9.24.1 Holidays

Upon hire, regular employees are eligible to receive straight-time holiday pay on the following holidays:

New Year’s Day	The 1 <sup>st</sup> day of January
Martin Luther King Day	The 3 <sup>rd</sup> Monday of January
Presidents’ Day	The 3 <sup>rd</sup> Monday of February
Memorial Day	The last Monday in May
Independence Day	The 4 <sup>th</sup> day of July
Pioneer Day	The 24 <sup>th</sup> day of July
Labor Day	The 1 <sup>st</sup> Monday of September
Veterans Day	The 11 <sup>th</sup> day of November
Thanksgiving Day	The 4 <sup>th</sup> Thursday of November
Thanksgiving	The Friday After Thanksgiving
Christmas Day	The 25 <sup>th</sup> day of December
Personal Preference	First Day of Vacation

9.24.2 Premium holiday pay is only granted to employees who are required by their supervisor to work on a premium holiday and are paid for actual hours worked at time and one half (1 ½).

- New Year's Day
- Memorial Day
- Independence Day
- Pioneer Day
- Labor Day
- Thanksgiving
- Christmas

9.24.3 Sick Leave

- 9.24.3.1 Regular employees are eligible to accumulate sick leave upon hire. No paid sick leave is provided to part-time, seasonal, or temporary employees. Sick leave will accumulate at the rate of .04615 hours for each straight-time hour worked of employment until termination of employment.
- 9.24.3.2 An employee's sick leave utilization may be restricted when, in the opinion of the employee's Manager, the employee is abusing the benefit. At the discretion of District Management, a physician's note or other evidence of illness may be required if the illness extends for three days or more.
- 9.24.3.3 Employees retiring pursuant to the provisions of the Utah State Retirement Act shall be paid for twenty-five percent of their accumulated sick leave at the current daily rate of pay. Employees separating for any other reason than retirement will forfeit accrued, unused sick leave time.
- 9.24.3.4 Employees may use sick leave to supplement workers' compensation payments to the amount of regular gross compensation for a pay period.

9.24.4 Vacation

- 9.24.4.1 Regular employees are eligible for vacation pay and begin to accrue vacation time immediately upon hire. Paid vacation time is available for use after one month from hire as it is accrued. No paid vacation is provided to part-time, seasonal, or temporary employees.
- 9.24.4.2 Vacation shall be accrued as follows:

Service Date through year 8	3.70 hrs. per 80 hour pay period
Years 9 through 16	5.54 hrs. per 80 hour pay period
Years 17 and above	7.39 hrs. per 80 hour pay period
- 9.24.4.3 If a holiday falls during an employee's paid vacation, the employee will receive holiday pay for the day, and no deduction of accrued vacation will be made for that day.

- 9.24.4.4 Full-time employees may carry a maximum of 320 total hours of accrued vacation time into the calendar year immediately following the calendar year in which it accrues.
- 9.24.4.5 The first eight hours of vacation taken each calendar year in a single pay period shall be considered the personal preference holiday and shall not be deducted from accrued vacation.
- 9.24.5 Funeral Leave
  - 9.24.5.1 Upon hire, full-time employees who suffer the loss of an immediate family member are eligible to take up to forty (40) hours of paid funeral leave. The District defines “immediate family” as current spouse, mother, father, sister, brother, child, ward, current mother-in-law, current father-in-law, grandparents, legal guardian, grandchild, adult designee and dependent children of an adult designee and includes step relatives of the same order.
  - 9.24.5.2 Death of other family members to include uncle, aunt, nephew, niece, brother-in-law, sister-in-law, son-in-law, daughter-in-law, qualifies for time off of up to 3 working days.
- 9.24.6 Jury or Witness Duty
  - 9.24.6.1 In response to a jury or witness subpoena or direction by the Courts of the Federal Government, State of Utah or political subdivision thereof, an employee will be paid at his or her current rate of pay for time off during scheduled working hours for jury or witness duty by turning in to the District the payment of their jury or witness fees for the same period.
  - 9.24.6.2 If an employee is subpoenaed for private litigation (as a plaintiff or defendant) or by some party, not in an official capacity but as an individual, he or she may request to use vacation time.
- 9.24.7 Family and Medical Leave
  - 9.24.7.1 An employee who has been employed with the District for at least 12 months and who has worked at least 1,250 hours during the previous twelve-month period may be entitled to a maximum of twelve (12) weeks of unpaid family or medical leave (“Family Leave”) under certain qualifying conditions. Details and conditions of FMLA leave are described in the Federal notice, “Employee Rights and Responsibilities under the Family Medical Leave Act
  - 9.24.7.2 For determining the 12-month period in which an employee's 12 weeks of leave may occur, the District will use the rolling 12-month period measuring backward from the date an employee uses any FMLA leave.
- 9.24.8 Military Leave
  - 9.24.8.1 Regular and probationary employees are eligible for a paid leave of absence for military duty not to exceed fifteen working days (120

working hours) per calendar year by providing a copy of the orders requiring attendance of an employee for military duty.

- 9.24.8.2 Once the 120 hours of military leave have been used, an employee ordered to active duty will be placed in leave-without-pay status for the remainder of his or her active duty unless the employee requests to use accrued vacation instead.
- 9.24.8.3 Employees ordered to active duty will continue to accrue benefits under the Utah State Retirement System and retirement service credit will be adjusted for the period of active duty upon the return to employment.
- 9.24.8.4 Vacation and sick leave will be discontinued during military activation, however, upon return to employment accrual rates will be credited based on total length of service including military activation.
- 9.24.8.5 An employee on military leave without pay in excess of 30 days may continue existing District insurance coverage by paying 50% of the total premium after the first month of leave without pay. The District shall pay the remaining 50%.
- 9.24.8.6 All conditions of eligibility for the benefits and rights provided under this policy are contingent upon the employee's compliance with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

#### **9.25. UNPAID LEAVE**

An employee on leave without pay does not accrue sick or vacation leave, or retirement benefits.

#### **9.26. TUITION REIMBURSEMENT**

To encourage its employees to continue their education so that they may be of increased value to the District. The District's General Manager, in his or her sole discretion and on a case-by-case basis, may approve tuition reimbursement.

- 9.26.1 To be eligible, an employee must have completed probation and be enrolled in an educational institution accredited by one of the National or Regional Accreditations Councils recognized by the U.S. Department of Education.
  - 9.26.1.1 Approved course work must be related to a field in which the District would normally recruit employees.
- 9.26.2 Employees will be eligible to receive no more than the IRS tax exempt limit for tuition reimbursement per calendar year, based on a grade report or evidence of satisfactory completion of a passing grade, or a grade of C or greater.
- 9.26.3 College Level Examination Program (CLEP) test fees, lab or student fees, books and supplies will be treated the same as tuition.

## **9.27 WORKERS' COMPENSATION**

- 9.27.1 The District maintains workers' compensation insurance coverage for all employees as required by state law. All job-related injuries, illnesses, and accidents, regardless of severity, must be reported immediately to the employee's supervisor within 24 hours.
- 9.27.2 An employee's failure to report work-related injuries or accidents may subject an employee to corrective action up to and including termination.

## **9.28 LONG TERM DISABILITY (LTD)**

The District provides Long-Term Disability insurance coverage for its merit employees receiving benefits. As an additional benefit to an employee who qualifies for long-term disability insurance, the District will pay a limited stipend to the long-term disability recipient (the "LTD Recipient") to assist the LTD recipient in purchasing health insurance benefits in the open insurance market.

- 9.28.1 Payment of the stipend is dependent upon the LTD recipient actually purchasing health insurance benefits in the open insurance market. If the LTD recipient does not purchase health insurance or becomes covered under another person's (e.g. a spouse's) health insurance plan, the LTD recipient will not be eligible to receive the stipend.
- 9.28.2 The amount of the stipend will be up to the amount the District pays for a single employee under the District's traditional health insurance plan for the relevant year. As the amount paid by the District changes from year to year, the amount of the stipend will change as well. If the LTD Recipient on long-term disability is eligible for a premium credit when purchasing their health insurance in the open market, he or she will be required to apply the available premium credit to the cost of his or her monthly insurance premium prior to receiving any stipend from the District.
- 9.28.3 The stipend will be paid directly to the LTD recipient on long-term disability monthly for a maximum of 24 months. The District will begin paying the stipend on the first full month after the LTD recipient goes on long-term disability. Within 30 days of receiving the first monthly stipend payment, the employee must provide proof that he or she has purchased health insurance.
  - 9.28.3.1 If the LTD recipient has not purchased health insurance in the open insurance market within that timeframe, the District will cease making any further monthly stipend payments to the LTD recipient.
  - 9.28.3.2 Continued proof of insurance must be provided to the District at the beginning of each calendar year that the insurance is renewed, or else the District will cease making any further monthly stipend payments to the LTD recipient.

**9.29 RETIREE HEALTH INSURANCE ELIGIBILITY**

- 9.29.1 Retiring employees who were continuously employed by the District prior to January 1, 2013 are eligible to participate in premium sharing of their health and dental coverage based on their years of service and meeting the retirement requirements of the Utah State Retirement System, so long as they retire before July 1, 2019.
- 9.29.2 Employees hired on or rehired on or after January 1, 2013 are not eligible to receive retiree health insurance benefits.
- 9.29.3 The percentage of the premium sharing the District will provide to retirees hired before January 1, 2013 will be calculated based on the current 80/20 split of the insurance premium of an active single employee on the traditional health plan.

Years of Service	District Contribution
Less than 4 years	0%
4 to 6 years	10%
7 to 9 years	20%
10 to 11 years	30 %
12 to 13 years	40%
14 to 15years	50%
16 to 17 years	60%
18 to 19 years	70%
20 years or more	80%

- 9.29.4 For employees retiring after January 1, 2016, if the retiree’s health or dental insurance is discontinued for any reason, the retiree will not be able to reenroll in that insurance at a later date, and the District shall not make any further contribution towards the retiree’s insurance premiums for that type of insurance.
  - 9.29.4.1 Retirees who were enrolled in the District’s retiree insurance plans prior to January 1, 2016 will be grandfathered under the previous program, and will continue to be able to add or drop insurances during open enrollments.
- 9.29.5 For retirees under the age of 65, the first 18 months of premium will be equal to the COBRA rate for an active employee. After the 18-month COBRA period, retiree premiums will increase.
  - 9.29.5.1 Retiree’s under 65 may continue health, dental, and vision coverage for eligible spouses and children under age 26 at their own cost.
    - 9.29.5.1.1 Health, Dental, and Vision coverage will not be offered to family members of retirees 65 and older.
  - 9.29.5.2 When a retiree who has maintained retiree insurance with the District turns 65, the retiree will be enrolled in a Medicare Supplement Plan.

### 9.30 SERVICE AWARDS

The District shall present each employee a recognition certificate upon completion of one year of service with the District. Subsequent service awards shall be given upon completion of 5, 10, 15, 20, 25, 30 and additional increments of 5 years of service with the District.

### 9.31 EMPLOYEE RECOGNITION AWARDS, BONUSES, AND INCENTIVES

Commented [PR1]: ACB Approved March 22, 2021

The District provides an employee incentive ~~and~~ recognition ~~and bonus~~ plan with monetary awards or paid time-off awards for exceptional work related to customer service, safety, and improved efficiencies. These awards will be approved on an annual basis through the budget process as recommended by the General Manager and approved by the Board.

### 9.32 UNIFORMS AND SAFETY SHOES

The District provides an annual uniform and safety shoe allowance to ensure professional public appearance and District identification as well as safety in the workplace as it relates to the industry standards.

### 9.33 PUBLIC RELATIONS

The very nature of governmental business makes establishing and maintaining good public relations one of the most important aspects of a job with the District. District employees provide services to District residents every day in an excellent manner. The public's impression of the District's performance of its duties, its efficiency, and its value is formed by their experiences with District employees. Therefore, it is important for each employee to treat the public courteously, even in difficult situations. The District imposes certain requirements on its employees to ensure that there is no public perception of conflicts of interest, including without limitation the following:

9.33.1 District employees are prohibited from accepting any gift having a value of \$50 or more from any person connected with the District's business or attempting to procure the District's business. Any attempted offer of such a gift must be reported promptly to District Management.

### 9.34 STANDARDS OF CONDUCT

9.34.1 District employees are expected to accept their work responsibilities, adhere to acceptable business practices, and exhibit a high degree of professionalism at all times. This involves respect for the rights and personal views of others, and it demands that employees refrain from any behavior, including harassment based on sex, race, color, national origin, religion, age, disability, pregnancy, genetic



information, sexual orientation, marital status and gender identity, that might be harmful to the employee, co-workers, the public at large or the District.

- 9.34.2 Any violation of any of these rules, any other District rule, or any unacceptable behavior, as determined by the District in its sole discretion, may subject employees to discipline up to and including termination. Each situation is handled on a case-by-case basis.
- 9.34.3 Any violation of criminal law, whether on or off duty, which adversely reflects on the employee's ability to perform the District job duties is prohibited under District policy.
- 9.34.4 Antbullying: The District does not tolerate bullying of any type, including abusive conduct that includes intimidating, humiliating, or threatening behavior that interferes with work and makes it difficult for the person to complete their work. Any employee who violates this policy may be subject to performance correction up to and including termination.

### **9.35 PERFORMANCE CORRECTION**

- 9.35.1 Performance Correction is intended to help an employee identify and correct problems. The District normally will counsel and warn employees for minor infractions before taking more severe performance correction. Serious infractions may result in more severe correction or discharge without prior warnings. At the discretion of the General Manager/designee, the District may modify or skip any performance correction step taking into account the overall circumstances, including the nature of the offense, the actual or potential harm or damage involved, and the employee's past work record.
- 9.35.2 The District will ordinarily investigate and evaluate the relevant facts and circumstances prior to taking corrective action. However, at the discretion of the General Manager/designee there may be circumstances where immediate suspension from work might be appropriate, pending further investigation. Every instance of potential disciplinary action will be handled on an individual, case-by-case basis.

### **9.36 GRIEVANCES**

The District follows state statues related to merit principles and ensures an avenue for appeals to certain management decisions. In addition, all employees regardless of their status may bring complaints of harassment or discrimination under the grievances and appeals procedure.

- 9.36.1 An employee has five calendar days from the imposition of a grievable action or from the date the employee could reasonably be presumed to have had knowledge of the grievable action, to address the issue with their immediate supervisor. The immediate supervisor has five calendar days in which to attempt to resolve the grievance. The supervisor's response must be in writing.

- 9.36.2 If the issue is not resolved at the immediate supervisory level, the employee has five calendar days from the response from the supervisor to appeal to the Operations Manager in writing, who has five calendar days to resolve the issue. The Operations Manager's response must be in writing.
- 9.36.3 If the issue is not resolved at the Operation Manager level, the employee has five calendar days from the response from the Operations Manager to appeal to the General Manager in writing, who has five calendar days to resolve the issue. The General Manager's response must be in writing.
- 9.36.4 A request for extension of any of the above deadlines may be approved if agreed upon by both parties.
- 9.36.5 The decision of the General Manager is final.
- 9.36.6 The General Manager can grant administrative leave to an employee at any time during the investigative, grievance, or appeal process as appropriate.

**9.37 SEPARATION FROM EMPLOYMENT**

- 9.37.1 Whenever an employee voluntarily leaves the District's employment, the District asks that the employee give the District two weeks' notice before the last day the employee intends to work. Before an employee's departure, the employee should have an exit interview with the employee's supervisor or manager to return all District property in the employee's possession, to discuss the employee's experience and impressions of working for the District, as well as address any issues or questions the employee may have concerning benefits and insurance.
- 9.37.2 Whenever an employee is terminated for cause, accrued vacation leave will be paid out on the employee's last paycheck.

**9.38 OPEN DOOR POLICY**

If an employee wishes to discuss any problems, opinions, or suggestions, the employee will always find an open door and an attentive ear. Generally, the employee should first meet with the employee's immediate supervisor, and depending upon the circumstances, the employee may want to meet with a member of management and/or the General Manager to discuss the issue.

**9.39 ALCOHOL AND DRUG FREE WORKPLACE**

The District is committed to provide a healthy, safe, and secure work environment free from negative effects of alcohol or the illegal use of drugs, and as such the District maintains an alcohol and drug free workplace. Whenever employees are working, operating District vehicles, or present on District property they are prohibited from (a) possessing, consuming, or being under the influence of alcohol or illegal drugs, and (b) using, possessing, buying, selling, manufacturing, or dispensing illegal drugs, including unlawful use or sale of prescription medications.

The District has a zero-tolerance policy for alcohol and illegal drugs – employees who are found to be in violation of this Alcohol and Drug Free Workplace policy will be subject to immediate termination of employment. All employees are expected to report to work in suitable physical constitution to perform assigned work duties safely and effectively. The District will comply with all applicable legal requirements regarding drugs or alcohol in the workplace, and also comply with state and Federal statutes and Department of Transportation (DOT) guidelines for drug and alcohol testing.

In accordance with Utah Code Ann. § 26-61a-111, the District will treat an employee’s use of medical cannabis under a valid medical cannabis card in the same way it treats the use of any prescribed controlled substance, and such employee will not be subject to adverse action for failing a drug test due to marijuana or tetrahydrocannabinol unless there is evidence that the employee was impaired or otherwise adversely affected in the employee’s job performance due to the use of the medical cannabis. Notwithstanding the foregoing, any employee whose position is dependent on a license that is subject to federal regulations, including but not limited to CDL license holders, are still subject to the District’s no-tolerance policy concerning marijuana use.

## CHAPTER 10: OPERATIONS MANAGEMENT

### 10.1. SERVICING HOMES ON PRIVATE ROADS

#### 10.1.1 Definitions:

- 10.1.1.1 Private Road: A drive or road that is installed and maintained for the exclusive benefit of the property owners. It is not owned by or dedicated to a municipality, the county, or the State of Utah for public use.
- 10.1.1.2 Residential Curbside Collections: Collecting garbage and recycling cans in front of or close to individual residences.
- 10.1.1.3 Central Container Services: Collecting garbage and recycling with large receptacles instead of curbside cans.
- 10.1.1.4 Public Road Access Point: The point where the nearest public road connects to the private road.
- 10.1.1.5 Excepted Property: Property that the district is not required to service, including Planned Unit Developments (PUDs), condominiums, commercial (including apartment complexes over 4 units), industrial, and municipally owned. Excepted Properties may or may not be on public roads.
- 10.1.1.6 Single-Family Home: An independent residential structure that sits on its own land and is designed to be used as a single dwelling unit, having unshared walls and unshared utilities.
- 10.1.1.7 Multifamily Home: A shared property that has four units or less. Each

unit has a separate kitchen, bathrooms for each unit and a separate entrance. Each unit has a separate legal address using coordinates.

- 10.1.1.8 Commercial Property: A shared property that has more than four units providing separate residences where more than one family can reside. These may have joining walls, garages, entries, or are otherwise attached to other units in the same building, or on the same property. These would include but may not be limited to condominiums and apartments.

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- 10.1.2 The District has the authority to service single family homes, duplex, ~~or~~ triplex, or fourplex homes on a private road and/or excepted properties if the residents, property owner, or association board request collection services, and if a private company is not available to provide the services, subject to the provisions of this policy. This includes homes that are part of a Homeowner Association (HOA), or Planned Unit Development (PUD).
- 10.1.3 The District requires any homeowner, or homeowner association to complete the District's private road application.
- 10.1.4 The District will evaluate each request and determine if the District is able to meet the service request. All private roads serviced by the District must meet minimum safe and efficient operation requirements.
- 10.1.5 The District reserves the right to refuse service to a private road.
- 10.1.6 The District determines the safest and best location for collection on private roads.
- 10.1.7 A Private Road Agreement must be in place prior to any District services being provided to residents on a private road or excepted property. The Private Road Agreement must contain a provision stating that the District will not be held liable for damage done to any private road due to expected wear and tear caused by District vehicles and equipment.
  - 10.1.7.1 If the private road is governed by an HOA or similar association, the Private Road Agreement must be made with the HOA or association, and not with individual homeowners.
  - 10.1.7.2 The Private Road Application and Agreement are set forth as part of the Standard Operating Procedure developed by the General Manager.
- 10.1.8 District Equipment Operators have the discretion to not enter a private road any time conditions indicate unsafe operations.
- 10.1.9 In cases where the District has been providing service on private roads prior to the April 27, 2020 adoption of the private road policy, the District will consider, on a case by case basis, whether it makes sense to continue servicing the private road. Considerations for these cases may include, but are not limited to, the following factors:
  - 10.1.9.1 The HOA, or homeowners where an HOA may not exist, desires to continue receiving service from the District.
  - 10.1.9.2 The private roads are in line with public road standards and readily

accessible to the District's equipment.

- 10.1.9.3 The homes are not located within a gated community.
- 10.1.9.4 Servicing the private roads increases the economies of scale, such as the private communities in the canyons and outlying areas.
- 10.1.9.5 The HOA has the authority to enter a contract on behalf of the entire community and we do not need to get agreements from individual homeowners.
  - 10.1.9.5.1 The contract may still be with the HOA, or property management company, and the property owners may be billed individually through Caselle, as done in the past.
  - 10.1.9.5.2 There may be cases in which it would be better to bill the HOA and have them bill the individual property owner.

~~10.2. SERVICING HOMES ON A PUBLIC ROAD AND WITHIN AN HOA~~

~~10.2.1 The District will bill and provide services for homes that are on a public road even if they are within an HOA that also has homes on private roads.~~

## CHAPTER 11: RISK MANAGEMENT

### 11.1. INSURANCE

The District shall purchase worker's compensation, property, general liability, automobile and other insurance to protect the District's assets.

10.1.1. A separate restricted fund is established to ensure adequate funding.

10.1.2. **Uninsured and underinsured motorist coverage.** The District provides workers' compensation and personal injury protection benefits as required by law or as authorized by the Board. The District has elected not to provide uninsured and underinsured motorist coverage as allowed under the Motor Vehicle Insurance Act, Utah Code Annotated, Section 31A-22-305.

### 11.2. INDEMNIFICATION OF EMPLOYEES

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

### 11.3. SAFETY, HEALTH AND RISK MANAGEMENT POLICY STATEMENT

The District's Safety and Risk Management Policy is to protect the District against accidental losses which, in the aggregate, during any financial period, would significantly affect personnel, property, the budget, or the ability of the District to fulfill its

responsibilities to its customers, employees, and the public.

- 11.3.1. District staff shall prepare, implement, and monitor an effective Health and Safety Plan that describes in adequate detail all safety and health programs, training, and compliance.
- 11.3.2. Each employee of the District is required to perform his/her duties in a safe manner. Any employee who does not follow this policy may be subject to discipline up to and including termination.

## **CHAPTER 12: VEHICLES**

### **12.1. USE OF DISTRICT VEHICLES**

The District shall purchase and maintain vehicles necessary for daily operations. District vehicles may be used for District business only. Vehicles may not be used for personal purposes other than for incidental and emergency use only. Such use must be approved in advance by the District General Manager.

- 12.1.1. Family members, friends and other individuals who are not employees of the District are not allowed in a District vehicle at any time. There may be the need, from time to time, for board members or other public officials to ride in District vehicles. These exceptions are allowed with approval by the General Manager or designee.
- 12.1.2. If an employee improperly and/or unlawfully uses a District vehicle, the employee may be subject to disciplinary action up to and including termination.
- 12.1.3. The District will review Motor Vehicle Reports (MVR) for anyone using a District vehicle or receiving mileage reimbursement.

### **12.2. USE OF PERSONAL VEHICLES FOR DISTRICT BUSINESS**

- 12.2.1. Employees are encouraged to use District-owned vehicles when conducting District business. If a District-owned vehicle is not available or it is not practicable to use one, then an employee may use his or her personal vehicle provided the employee receives authorization from his or her supervisor.
- 12.2.2. An employee will receive mileage reimbursement for the use of a private vehicle at the rate per mile then allowed by the IRS. This compensation represents the employee's compensation for all costs including but not limited to gas, maintenance, wear and tear, insurance, and capital investment.

### **12.3. REQUIREMENTS**

- 12.3.1. The District will review MVRs for anyone using a District vehicle or receiving mileage reimbursement, and may revoke driving or mileage reimbursement privileges if the

MVR shows a pattern of unsafe behavior, or violations of Commercial Driver's License regulations.

12.3.2. Any employee or volunteer operating a District vehicle or receiving mileage reimbursement will have a valid driver's license or Commercial Driver's License with appropriate Department of Transportation (DOT) medical card, and a current Defensive Driving certificate.

12.3.3. Employees receiving mileage reimbursement must show valid proof of insurance with a minimum of \$100,000 of coverage.

#### **12.4. CONDUCT**

12.4.1. An employee operating a District vehicle shall maintain, at all times, a valid driver's license. If an employee's license is suspended or revoked or otherwise rendered invalid, the employee shall report the suspension, revocation or invalidity to the employee's manager or General Manager.

12.4.2. An employee also shall report to his or her supervisor (i) any conviction for driving under the influence of alcohol, and (ii) any conviction for speeding.

12.4.3. An employee operating any motor vehicle on District business must:

- Exercise reasonable care by obeying all traffic signals and laws;
- Be a courteous and responsible driver;
- Use safety restraints as required by law; and
- Refrain from using cell phones, texting, or engaging in other activities that distract from safe driving.

12.4.4. A District employee may be subject performance correction up to and including termination for any violation of this conduct policy.

### **CHAPTER 13: TRAVEL POLICY**

13.1 It is the policy of the District to pay a per diem allowance and pay travel-related expenses incurred for the purpose of conducting District business.

13.2 Employee travel is allowed when considered necessary to further the performance of an employee's work, or when, in the judgment of the General Manager, attendance will benefit the District. Employee travel which has not been specifically budgeted in the current fiscal year and outside the State of Utah, must receive prior approval of the General Manager.

13.3 The U.S. General Services Administration (G.S.A.) per diem rates will serve as the basis by which the District will pay for expenses related to travel. These policies are developed to be consistent with Internal Revenue Service (IRS) guidelines, regulations, and tables. Specific guidelines shall be followed as outlined in the District operating procedure manual.

## CHAPTER 14: INVESTMENT POLICY

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

## CHAPTER 15: RECORDS MANAGEMENT

### 15.1. PURPOSE

It is the intent of the District to comply with recommended standards for management and retention of records. The District will make public records available upon reasonable request, while preventing the disclosure of non-public records, all consistent with applicable portions of GRAMA (Government Records Access and Management Act, U.C.A 363G-1-101).

### 15.2. EXECUTIVE/CHIEF ADMINISTRATIVE OFFICER

For all purposes under GRAMA, the General Manager shall be considered to be the District's Records Manager. The Executive Assistant shall serve as the Records Officer for the District under the supervision of the Records Officer.

### 15.3. RETENTION AND CLASSIFICATION OF RECORDS

15.3.1. The District shall adopt a retention schedule that complies with the Utah Municipal General Records Retention Schedule.

15.3.2. The District shall comply with GRAMA regarding standards for classification.

15.3.3. Classification, designation, and retention scheduling for the District will be with the approval of the Board as follows:

**PUBLIC:** Records are considered PUBLIC unless they contain any personal information; i.e., address, age, birthplace, driver license number, race, salary information, telephone number, etc. For a complete list, please see the attached "Classification Worksheet."

**PRIVATE:** Records are considered PERSONAL if they contain any of the information listed above or any personal data elements listed on the attached "Classification Worksheet."

**CONTROLLED:** Records are considered CONTROLLED if they contain any information regarding psychiatric or psychological data.

**PROTECTED:** Records are considered PROTECTED if they contain trade secrets or commercial information; jeopardize the life or safety of an individual; an attorney's work product; donor information; accident reports, or other related reports or



personal recommendations that would invade personal privacy; transcripts, or minutes.

#### **15.4. ACCESS TO RECORDS**

- 15.4.1. To establish consistency and fairness, all GRAMA requests must be submitted using WFWRD's GRAMA Request Form, available by request, or from the District's website.
- 15.4.2. Requests for District records shall be directed to the Executive Assistant and reviewed with the General Manager.
- 15.4.3. The District's response shall follow those procedures established by GRAMA regarding approval and denial notice, extraordinary circumstances and delay and format.

#### **15.5. FEES**

The District shall adopt a uniform fee structure.

#### **15.6. APPEALS TO ADMINISTRATIVE CONTROL BOARD**

Consistent with GRAMA section 63G-2-701(4), any person aggrieved regarding records classification, designation, access or decisions of the District may appeal to the General Manager as the Chief Administrative Officer of the District, pursuant to GRAMA section 63G-2-401.

- 15.5.1. Any person aggrieved by the decision of the Chief Administrative Officer shall appeal in writing to the Board within 10 calendar days. Appeals of the decision of the Board shall be filed with the District Court.

### **CHAPTER 16: SERVICE FEES**

The District sets the following policies with authority under Utah State Statute Section 17B-1-602, Fiscal Year, and 17 D-1-103, Special Service District Status, Powers, and Duties: A special district has the authority to impose fees or charges or both for commodities, services, or facilities that the special service district provides.

#### **16.1. FISCAL YEAR**

The Board by its authority sets the fiscal year for the District as the Calendar Year.

#### **16.2. SERVICE CHARGES**

- 16.2.1. Service charges shall be paid by the owner(s) of the property being serviced and collected by the District in accordance with the following:

- 16.2.1.1. The service charge for a calendar year shall be in an amount per property unit serviced, as established by the Board, to include payment for waste and recycling collections and proper processing.
- 16.2.1.2. The owner(s) of the property unit(s) being serviced are responsible for payment of the service charge(s) levied and imposed hereunder.
- 16.2.1.3. The annual service charge amount may be changed from time to time as the interest of the public and the operations of the District may require.
  - 16.2.1.3.1. The District shall allow a reduction of the annual fee, by one half of the rate in the year in which they qualify, for indigent persons, as determined by the Salt Lake County Treasurer's Office.
  - 16.2.1.3.2. The District shall request the list of indigent persons from the County Treasurer's Office each year and apply to the current year's reduction of the annual fee to those persons.
  - 16.2.1.3.3. Service charges may be suspended for any property that has been vacant from any human habitation for at least one year. A vacancy suspension must be requested in writing by the property owner. Suspension may be granted by the General Manager based on the following criteria:
    - 16.2.1.3.3.1. The property is vacant due to any of the following:
      - a. A notice has been published or posted on the property by the Health Department or other government agency indicating vacancy or condemnation;
      - b. The property has been significantly damaged by fire or other injury and is not occupied;
      - c. The property is under construction or renovation and has not received a notice of occupancy from the appropriate government agency;
      - d. The property is currently offered for sale and is not receiving services;
      - e. Utilities and other services have been terminated; or
      - f. There has been an official determination by a city or the county that the property is vacant.
    - 16.2.1.3.3.2. The General Manager shall review the factors indicating vacancy and make a determination

whether the service charge shall be suspended until further consideration.

16.2.1.3.3.3. The General Manager's decision regarding suspension may be reviewed by the Board.

16.2.1.3.3.4. A suspension under this policy may be terminated at any time and without notice upon the General Manager receiving information that the property is no longer vacant.

16.2.1.3.4. Service fees may be reduced to fifty percent of the regular charge if the property is located either in the Big Cottonwood Canyon service area, or the Forest Service Lease Land and listed as a recreational property on the County Tax Records.

16.2.1.3.4.1. A reduction in service charges under this policy may be terminated at any time and without notice upon the General Manager receiving information that the property is not eligible for reduced charges.

16.2.2. The service charge and the amount shall be set and budgeted annually, and public hearings held at the time and in the manner prescribed by law for the adoption of the District's fiscal year budget.

### **16.3. COLLECTION OF SERVICE CHARGES**

16.3.1. The set service charge shall be billed at least semi-annually to each property owner.

16.3.2. The charge for penalties, such as lost cans or trailer violations, shall be set by the Board as part of the annual budget.

16.3.3. Past due service charges may be certified as delinquent as determined by the District to be August 15<sup>th</sup> of each calendar year and transferred to the Treasurer's Office for collection as provided by State Statute Title 17 B.

16.3.4. Any delinquent service fees shall be charged with penalties and interest.

16.3.5. The delinquent fees collected including penalties and interest shall be divided as follows:

- 100% of the delinquent fees to the District.
- 40% of the penalties and interest to the District.
- 60% of the penalties and interest to Salt Lake County.

16.3.6. Each year, the County Treasurer's Office shall transfer any funds collected on behalf of the District to the District's PTIF account with the State of Utah.

16.3.7. The Board shall approve requests from the Property Tax Committee of Salt Lake County established payment programs for properties that are five years delinquent.

16.3.8. As per Committee procedure, the District shall be the first priority of payment programs for delinquent fees.

**16.4. ABATEMENT OR REFUND OF CHARGED SERVICE FEES**

16.4.1. Definitions:

16.4.1.1. Refunds: For the purposes of this section, a “refund” is the return of money to a property owner by the District for any reason, including overpayments, erroneous payments, or incorrect billings.

16.4.1.2. An “abatement” is a forgiveness, for any reason, of amounts owed by a property owner to the District.

16.4.2. The District limits the abatement or refunds to four (4) years under the Utah State Statute, Section 78 B-2-307 (3) for refunds of public funds.

16.4.3. Refunds: If the District is notified of or otherwise becomes aware that a property owner has overpaid for any reason, the General Manager may authorize a refund to the property owner. The General Manager may request any documentation he or she deems necessary to proving the existence of or the validity of the claim of the overpayment.

Alternatively, at the General Manager’s discretion, the amount in question may be applied as a credit to the customer’s account. The General Manager’s authority outlined in this paragraph relates to amounts billed over the last eight billing cycles. Board approval is required for refunds beyond the last eight billing cycles.

16.4.4. Back Billing: If the District is notified of or otherwise becomes aware that a property owner has not been billed as required or has been under-billed for any reason, the District shall back-bill the property owner for the unpaid amounts from the prior eight billing cycles. The District Administrator may bill the amounts owed or negotiate payment plans for amounts owed in his or her discretion.

**16.5. FEE WAIVERS**

16.5.1. The Board authorizes the General Manager to waive fees in de minimis amounts for promotional events and for the landfill voucher program. The voucher program shall waive fees for up to 2% of the number of households in each area or city for truck or trailer loads of waste delivered by residents to the landfills.

16.5.2. The General Manager may waive late fees within de minimis amounts at his or her discretion.

## CHAPTER 17: EMERGENCY RESPONSE

### 17.1. EMERGENCY RESPONSE PLANNING

The District will create, implement, and monitor emergency response plans that allow it to resume or continue effective service to its customers.

17.1.1. The plans will address natural disasters or emergencies that could disrupt service or negatively impact customers or employees.

17.1.2. The plans will include mechanisms for recouping costs through FEMA or other agencies.

17.1.3. The plans will include training for District employees on their role as Emergency Second Response employees (see section 9.16).

17.1.4. The plans will include the District coordinating efforts with municipalities in the District and Salt Lake County and assisting when emergencies are declared.

### 17.2. MUTUAL AID AGREEMENTS

The District may enter into Mutual Aid Agreements (“MAA”) or Interlocal

Cooperative Agreements with other public agencies for the purpose of responding effectively to emergencies and natural disasters.

### 17.3. EMERGENCY EXPENDITURES

The Board shall empower the General Manager to expend District funds in the event of an emergency or natural disaster up to \$500,000.

AMENDED AND APPROVED this 16<sup>th</sup> day of November 2020

**ADMINISTRATIVE CONTROL BOARD OF WASATCH FRONT WASTE AND RECYCLING DISTRICT**

By: \_\_\_\_\_  
Chair, Administrative Control Board

Attest: \_\_\_\_\_  
Wasatch Front Waste and Recycling District Board Clerk