

OPERATIONAL **POLICIES**



SNYDERVILLE BASIN

SPECIAL RECREATION DISTRICT

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**CHAPTER 1
GENERAL DISTRICT POLICIES**

VEHICLE USE

Operation of a District vehicle is both a privilege and a responsibility. All employees are responsible for operating both District vehicles and any personal vehicle on District business according to state and federal laws and District policy.

All drivers must be at least eighteen (18) years old and possess a valid driver's license with endorsements appropriate for the vehicles to be operated. Any employee without a valid driver's license will not be allowed to operate a District vehicle or drive on District business. If driving is an essential job function, and the employee cannot be reasonably accommodated, the employee will be terminated.

Motor Vehicle Reports will be checked on all applicants after the date of hire and any subsequent rehire. The Motor Vehicle Reports of seasonal employees will be checked once each calendar year. The District reserves the right to check an employee's Motor Vehicle Report should any instance cause reasonable concern. The report will be reviewed to ascertain whether the employee holds a valid license and whether his or her driving record is within the parameters set by the District.

The privilege of driving a District vehicle may be suspended for up to three (3) years for any of the following reasons:

1. The employee has been involved in three (3) or more preventable accidents during a three (3) year period;
2. The employee has three (3) or more moving violations while driving a District vehicle within a twelve (12) month period;
3. The employee has been convicted of any driving violation that management determines to pose a significant risk to the safety of the District; or
4. The employee engages in unauthorized use or misuse of a District vehicle.

Procedures:

1. Employees shall not operate a vehicle if he or she is not physically and mentally able to drive safely.
2. Drivers must conform to all traffic laws and make allowances for adverse weather and traffic conditions.
3. Drivers must abide by all laws regarding the use of electronic devices, including cellular phones, in vehicles.
4. Seat belts must be worn by the driver and all passengers whenever a vehicle is in motion.
5. Employees shall not allow anyone to ride in any part of the vehicle not specifically intended for passenger use and/or any seat that does not include a working seat belt.
6. District-owned vehicles are to be used for District business only. There shall be no personal use of a District-owned vehicle. District vehicles may be driven home and used as transportation to and from work only if approved by the District Director which will only be given for limited periods of time. Any employee taking a District-owned vehicle home outside the District will reimburse the District at the rate of \$50.00 per month. No District-owned vehicles may be taken home outside a 35-mile radius of the District's boundaries.
7. Employees are responsible for all fines they incur while operating a vehicle for District business.
8. Personal automobiles, if used for District business, must be legally insured, registered, inspected and in safe operating condition. Personal automobile liability insurance is primary in the event of a claim while driving a personal vehicle on District business.
9. Employees are required to report to their manager any moving or parking violations received while driving on District business and/or in District-owned vehicles. An Incident Report must be completed to document the violation.
10. Employees involved in accidents while driving on District business and/or in District-owned vehicles are required to complete and submit an Incident Report to their manager within twenty-four (24) hours of the accident.
11. Employees must inform their manager if they have a change in driver's license status, including renewal.
12. It shall be the duty and responsibility of the Department supervisor to see that any District-owned vehicle used by the Department is properly serviced, maintained and cleaned. This includes, but is not limited to, having the appropriate service performed on the vehicle at all designated intervals as set forth by management. A sticker will be affixed to the vehicle in a conspicuous place indicating time of usage and service due for the vehicle. Proper service or maintenance as prescribed by management must take place within thirty (30) working days or five hundred (500) miles of the required service or maintenance time.
13. Every attempt should be made by the driver of a District-owned vehicle to refuel at a government owned refueling station or a station that accepts the District's Fleet credit cards. The price of fuel at government owned stations are better controlled than those at private filling stations and the Fleet credit cards remove sales tax from the ultimate cost and provide a rebate to the District.

Failure to adhere to these procedures may result in disciplinary action.

CELL PHONES AND OTHER PERSONAL DEVICES: *amended January 22, 2020*

In recognition that employees utilize their cell phones for District business, the District provides all full-time annual employees (or employees specifically designated as requiring a cell phone for their jobs) a monthly allowance for such use. The allowance will be issued through payroll.

As the cell phone is the personal property of the employee, all damages or loss will be at the expense of the employee. All cell phone accessories must be paid for by the employee. Personal cell phones, tablets, and/ or laptop computers (collectively “Personal Devices”) are prohibited from logging into the District’s secure network.

If a Personal Device that has access to the District’s email and/or remote desktop is lost or stolen, the employee agrees to activate the device’s remote wipe capability and immediately notify the District in order that the District can change the employee’s email password.

It is the employee’s responsibility to purchase any desired insurance.

All District phone use and records are subject to the terms of the Utah Government Records Access Management Act.

PERSONAL USE POLICY – Effective August 14, 2019

SECTION 1: PURPOSE

It is the intent of the District to be responsible for the use of all tax dollars and all real and personal property acquired with tax dollars, and to establish policies regarding the personal use of District property by its officers, agents and employees, including real and personal property as defined in Utah Code Ann. §76-8-402.

This Policy serves as guidance to all employees, independent contractors and elected and appointed officials as to the appropriate use of District property and to avoid unintentional violations of Utah Code §76-8-402 and §76-8-404.

SECTION 2: GENERAL PROVISIONS

- 2.1. GENERAL APPLICABILITY: This Policy is applicable to all Employees using Public Property, as well as Public Money and Public Funds.
- 2.2. PRIVILEGE: Public Property owned, held, controlled or managed by the District remains the property of the District at all times and the privilege to use the Public Property may be limited or revoked at any time by the District Director or applicable department head. The authorizations contained within this Policy do not grant to any Employee an inherent right to use Public Property nor does it grant any expectation of privacy in the Personal Use of the Public Property, and no individual or Employee should have any expectation of privacy while using government resources at any time for any purpose.
- 2.3. DEFINITIONS: As used in this Policy the following definitions shall apply:
 - A. “**Employee**” means (i) a Public Officer; (ii) an appointed official, employee, consultant, or independent contractor of the District; (iii) a volunteer of the District; or (iv) a person hired or paid by the District to perform a government function. An individual becomes an “Employee” under this Policy upon election, appointment, contracting or other selection, regardless of whether the individual has begun to officially occupy the position.
 - B. “**Incidental Use**” means that Personal Use of Public Property for which the value provided to the District by the Employee’s use or possession of the Public Property for a public purpose substantially outweighs the personal benefit received by the Employee from the use of the Public Property for Personal Use.

- C. **“Personal Use”** means any use by an Employee, which is for the benefit of the Employee and not part of the Employee’s official duties, or other duties as may be assigned or authorized by the Employee’s department head or direct supervisor. Use of Public Property which is open and available to the general public is not considered Personal Use.
- D. **“Public Money” or “Public Funds”** means money, funds, or accounts, regardless of the source from which they are derived, that: (i) are owned, held or administered by the District; or (ii) are in the possession of another entity that performs a public function and is authorized to hold, spend, transfer, disburse, use or receive Public Money. It also includes money, funds, or accounts after the money, funds or accounts are transferred to an independent contractor and remain Public Funds or Public Money while in the possession of an independent contractor for the purpose of providing a program or service for or on behalf of the District.
- E. **“Public Officer”** means an elected official of the District or a person appointed to fulfill the remaining term of an elected official and a justice court judge.
- F. **“Public Property”** includes real or personal property that is owned, held, or managed by the District, including after the Public Property has been transferred to an independent contractor and remains Public Property while in the possession of an independent contractor who is providing a service or program for or on behalf of the District. Public Property includes electronic software as well as the hardware.

SECTION 3: POLICY

It is the Policy of the District that all District-owned, held, controlled and managed personal and real property is for the beneficial use of the public and should at all times, be primarily used for the purpose of conducting District functions consistent with the dictates of Title 17 of the Utah Code.

3.1 AUTHORIZED USE¹:

- A. The Incidental Use of Public Property by District Employees is hereby authorized by the District. To the extent more specific policies have been adopted for particular types of Public Property, which have either less or more restrictive authorized uses, the more specific policies shall apply.
- B. Use of Public Property by authorized charitable organizations or on behalf of those organizations by District Employees may be authorized and if so, shall not be considered Personal Use. Authorization for charitable use shall be made by the District Director or the Employee’s department head and should be in writing.
- C. The Personal Use of Public Property as authorized in this Section shall:
 - 1. Not surpass nor disrupt the primary purpose of the property in fulfilling the Employee’s official duties;
 - 2. Not incur any unauthorized additional costs to the District;
 - 3. Be conducted, to the extent possible, during non-working hours or at times and in such manner which does not interfere with the conduct of regular District business;
 - 4. Be conducted only with or on Public Property which is in the Employee’s possession because it is necessary to fulfill the Employee’s official duties;
 - 5. Be conducted in a manner which does not compromise the integrity of Public Property, including software and systems; and

¹ In accordance with IRS Publication 15-B (2019), Employer’s Tax Guide to Fringe Benefits, any Personal Use of Public Property which is greater than *de minimis* may be considered by the Internal Revenue Service as a taxable fringe benefit, and even if the use is authorized, the entire cost of the Public Property will be taxable to the Employee. Generally speaking, so long as District provided cellular phones are primarily used for District business, Personal Use of the cellular phones does not generally constitute a taxable event to an Employee. Further, the Personal Use of District-provided computers, printers, or copiers which comprise no more than 15% of the total use of such, does not generally constitute a taxable event to an Employee.

6. Be conducted consistent with all other District policies and in a manner which is compliant with all local, state and federal laws.

D. The Personal Use of Public Funds or Public Money is prohibited and no authorization for Personal Use of Public Funds or Public Money is hereby granted.

3.2 AUTHORIZING AUTHORITY:

A. The District Director shall be the primary source of any authorization required under this Policy, with each department head being responsible for authorizations as set forth below. By adoption of this Policy, the District Director has authorized the Personal Use indicated in this Policy.

B. Each department head, including Public Officers, shall be responsible for determining what Public Property is required by each of their Employees and/or independent contractors in order to perform their assigned duties.

3.3 PROHIBITIONS:

A. In accordance with Utah Code Ann. §76-8-404, no Public Officer shall use Public Property, Public Funds or Public Money in a manner or with the intent to obtain or derive a profit therefrom.

B. No Employee shall use Public Property, Public Funds or Public Money in violation of federal, state or local laws.

3.4 INADVERTENT PERSONAL USE: Employees who may inadvertently and unintentionally use Public Property, Public Funds or Public Money in a manner not consistent with the authorizations in this Policy shall upon discovery:

A. Immediately report the inadvertent use to the District Administrator, their department head, or immediate supervisor; and

B. Shall, within 14 days, repay any costs that may have been incurred; and/or

C. Take all necessary steps to insure that the District is not injured by the inadvertent personal use.

SECTION 4 PENALTIES

Violations of this Policy may subject the violating Employee to disciplinary action under Section 13 of the District Personnel Policies, felony criminal prosecution under the provisions of Utah Code Ann. §76-8-402 or §76-8-404; cancellation of contracts; and/or disqualification from or removal from office.

EMPLOYMENT REFERENCES

All employment references shall be referred to and provided by the District Director, District Administrator, or designee. The District limits information given in an employment reference to the following:

1. Verification that the employee worked, full-time or part-time, for the District during a stated period.
2. A description of the position held.
3. Verification that the employee achieved a given salary range.

TIME SHEETS: *amended March 3, 2021*

Non-exempt employees: Non-exempt employees will be required to clock-in and clock-out daily utilizing the provided timeclocks at the Trailside office and the Fieldhouse or with the uAttend mobile application if working at a different location. If a punch is missed, it

is the responsibility of the employee to document the missed punch within 24 hours. The missed punch(es) may be recorded on a Missed Punch log or manually entered into uAttend. The time sheets will reflect all hours worked, and include overtime, vacation, holiday, sick leave, and compensatory time. The supervisor and/or department manager will be required to review and approve all time sheets through uAttend. The time sheets will then be submitted to the Administration Department for payroll processing.

Exempt employees: Exempt employees are required to complete a bi-weekly log reporting days worked, vacation, sick time or holidays used. This log must be signed and dated by the exempt employee and turned in to the District Director for review and approval. The logs will then be submitted to the Administration Department for payroll processing.

Timing: In order to provide for timely payroll processing, all time sheets shall be reviewed and approved by supervisors and/or department managers no later than 5:00pm on the next business day following the end of the pay period (unless other arrangements have been made with the Administration Department). Exceptions will be made in observance of holidays and unforeseen circumstances.

BIOMETRIC INFORMATION PRIVACY POLICY: *effective January 22, 2020*

Biometric data is personal information about an individual's physical characteristics that can be used to identify that person. The District collects, stores, and uses an employee's fingerprint biometric data for the purpose of timekeeping. The District will not sell, lease, trade, or otherwise profit from such biometric data. Nor will it authorize its timekeeping vendor to engage in any such activity.

The District will not disclose or disseminate any biometric data to anyone other than the timekeeping vendor unless:

1. The employee or the employee's legally authorized representative provides consent to such disclosure;
2. The disclosure completes a financial transaction requested or authorized by the employee or the employee's legally authorized representative;
3. The disclosure is required for state or federal law, or municipal ordinance; or
4. The disclosure is required pursuant to a valid warrant or subpoena.

Biometric data will be stored and protected in a manner as other confidential and sensitive information held by the District.

TIME OFF FOR WORKING EVENTS/FUNCTIONS

To encourage support and participation at the District's work functions and events, annual full-time non-exempt staff may earn paid time off for participating at designated events/functions. Such staff will be paid for the hours worked at the event/function in addition to accruing paid time off. The Department Manager and District Director must authorize the time off on the District form. The form is to be filed with the Administration Department within the same pay period. Employees must then specify on their timesheets when they are using the Time Off for Working Events/Functions.

1. It will be at the discretion of the District Director to declare what events qualify and how much time is accrued.
2. Time off must be used within the same calendar year it is earned, unless otherwise designated by the District Director.
3. Time off for Working Events/Functions is not eligible for pay out upon separation from employment.

BENEFITS AVAILABLE DURING ACTIVE EMPLOYMENT WITH THE DISTRICT: *amended January 23, 2019, January 22, 2020, March 3, 2021*

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

Fieldhouse Membership and Fitness Classes for Employee:

- Full-Time Benefitted: Free
- Part Time Year Round: Free²
- Seasonal: Free
- Temporary/Special Projects: Free
- Board Members: Free

² Scheduled Fitness Instructors are included in this category, but substitute instructors are not eligible for benefits.

Fieldhouse Membership and Fitness Classes for Spouse, Partner, Child(ren)³:

- Full-Time Benefitted: Free
- Part Time Year Round: Free⁴
- Seasonal (after six months of consecutive work with at least two shifts/week)⁵: Free
- Temporary/Special Projects: No discount
- Board Members: Free

Fitness Programs for Employee:

- Full-Time Benefitted: if space allows, free for employee/spouse/partner/child
- Part Time Year Round: if space allows, fifty percent (50%) discount for employee, fifteen percent (15%) discount for spouse/partner or child
- Seasonal: No discount
- Temporary/Special Projects: No discount
- Board Members: if space allows, free for board member/spouse/partner/child

Youth Programs (Recreation and Fieldhouse):

- Full-Time Benefitted: Free
- Part Time Year Round: Fifty percent (50%) discount⁶
- Seasonal: Fifty percent (50%) discount
- Temporary/Special Projects: No discount
- Board Members: Free

Summer Camps (Recreation and Fieldhouse):

- Full-Time Benefitted: Free
- Part Time Year Round: Fifty percent (50%) discount
- Seasonal: Fifty percent (50%) discount
- Temporary/Special Projects: No discount
- Board Members: Free

Specialty or Travel Camps:

- Full-Time Benefitted: Fifty percent (50%) discount
- Part Time Year Round: Twenty-five percent (25%) discount
- Seasonal: No discount
- Temporary/Special Projects: No discount
- Board Members: Fifty percent (50%) discount

Adult Programs:

- Full-Time Benefitted: Case by case
- Part Time Year Round: Case by case
- Seasonal: No discount
- Temporary/Special Projects: No discount
- Board Members: Case by case

Special Events or Programs:

- Full-Time Benefitted: Free

³ Child: a dependent child through age twenty-five (25), includes step children. If an employee does not have a spouse, partner or child to designate, he or she may choose another individual to benefit. The responsibility to ensure proper utilization of the benefit is on the employee's supervisor.

⁴ Part-Time Year Round employees must work a minimum of two (2) shifts per week, on average, in order to be eligible for spouse/partner or child privileges. Only one (1) spouse/partner or child can receive the benefit and must be designated upon employment. Scheduled fitness instructors are included in this category, but substitute instructors are not eligible for benefits.

⁵ Seasonal employees qualify for free Fieldhouse membership and Fitness Classes for Spouse, Partner, and Child(ren) after six months of working consecutive seasons, with at least two shifts per week.

⁶ A reduced cost is offered only if spaces are available after patron registration for part-time year round and seasonal employees.

- Part Time Year Round: Fifty percent (50%) discount
- Seasonal: Fifty percent (50%) discount
- Temporary/Special Projects: No discount
- Board Members: Free

Partnership Programs:

- Full-Time Benefitted: Thirty-five percent (35%) discount
- Part Time Year Round: Thirty-five percent (35%) discount Seasonal: No discount
- Temporary/Special Projects: No discount
- Board Members: Thirty-five percent (35%) discount

Swim Lessons at the Fieldhouse:

- Full-Time Benefitted: Free
- Part Time Year Round: Twenty-five percent (25%) discount
- Seasonal: No discount
- Temporary/Special Projects: No discount
- Board Members: Free

Private Instruction Programs:

- Full-Time Benefitted: Twenty-five percent (25%) discount
- Part Time Year Round: Twenty-five percent (25%) discount
- Seasonal: No discount
- Temporary/Special Projects: No discount
- Board Members: Twenty-five percent (25%) discount

Birthday Party-Field Rental:

- Full-Time Benefitted: Free field rentals; fifty percent (50%) discount for bounce houses
- Part Time Year Round: Fifty percent (50%) discount for field rentals; fifty percent (50%) discount for bounce houses
- Seasonal: Fifty percent (50%) discount for field rentals; fifty percent (50%) discount for bounce houses
- Temporary/Special Projects: Fifty percent (50%) discount for field rentals; fifty percent (50%) discount for bounce houses
- Board Members: Free field rentals; fifty percent (50%) discount for bounce houses

Fieldhouse Pro Shop Items:

- Full-Time Benefitted: Fifteen percent (15%) discount
- Part-Time Year Round: Fifteen percent (15%) discount
- Seasonal: Fifteen percent (15%) discount
- Temporary/Special Projects: Fifteen percent (15%) discount
- Board Members: Fifteen percent (15%) discount

Group communication will be issued for special events/programs at discounted rates when applicable.

SAFETY

General Policy: The following general safety rules will apply in all District work places. Each department may prepare separate safety rules applicable to the specific nature of work in its area but not in conflict with this general policy. Employees will be trained in the rules of their respective department at the start of employment.

1. All accidents, regardless of severity, personal or vehicular, shall be reported immediately to the supervisor or department manager.
2. Defective equipment will be reported immediately to the supervisor or department manager.
3. Employees will not operate equipment or use tools for which training has not been received.
4. In all work situations, safeguards required by State and Federal safety regulations will be provided.

Proper Use of District Equipment and Tools: The use of District equipment or tools for private purposes is allowed only with prior written approval from an employee’s manager. Reasonable use of District tools and equipment to protect property and preserve life is authorized.

1. Employees shall be required to attend training provided by the District, including an explanation of job hazards, safety procedures and training on all equipment, tools, etc., necessary for the accomplishment of the employee's job description. Employees may attend additional training as approved by the District.
2. A commercial driver's license (CDL) is required for operators of commercial motor vehicles. No individual shall be allowed to operate such vehicles unless he/she has a current CDL. This CDL is required pursuant to the Commercial Motor Vehicle Safety Act. Employees must renew CDLs at four (4) year intervals, or as otherwise required by law.

CONFINED SPACE ENTRY: *amended January 22, 2020*

General Policy: OSHA defines a confined space as an areas which has (1) limited or restricted means for entry or exit and (2) is not designed for continuous occupancy. Confined spaces include, but are not limited to storage bins, vaults, pits, manholes, tunnels, equipment housings, and ductwork. The District has a written confined space entry policy. The District will provide confined space training for all departments as required under the policy.

Requirements: The written confined space entry policy includes:

1. Annual training on confined space issues.
2. A review of potential confined spaces.
3. A permitting system for entering permit-required confined spaces.
4. A rescue plan for managing confined space incidents.
5. Protocols for managing contractors doing work in the District's confined spaces.
6. A list of the appropriate personal protective equipment and hardware (hoists, winches, gas monitors, respirators, and ventilation gear) required for safe entry and exit.

DISASTER RESPONSE PLANNING

General Policy: The District has developed a Disaster Plan. All employees will be provided a copy of such plan and expected to adhere to it to the maximum extent possible and practicable.

SECONDARY EMPLOYMENT: *amended January 22, 2020*

Primary Employment: District employment shall be the primary employment for full-time employees. Full-time employees engaging in outside employment, including self-employment, must receive authorization from their supervisor and the District Director using the Employee’s Notice of Secondary Employment. Part-time and seasonal employees may engage in secondary employment without prior approval. However, outside employment must not be of a type that would reasonably give rise to criticism or suspicion of conflicting interests or duties, and must not negatively affect their work performance in their position with the District.

Annual Basis: Full-time employees are required to provide their supervisor and District Director with the Employee’s Notice of Secondary Employment Form on an annual basis, regardless if the secondary employment has not changed from the prior year.

WORKERS COMPENSATION: *amended March 3, 2021*

All employees are covered by workers compensation, which provides medical reimbursement and disability benefits for job-related illness or injury. An employee does not accrue vacation or sick leave benefits while receiving workers compensation payments. Workers compensation payments include reasonable and necessary medical treatment, prescription drugs, mileage reimbursement for travel to

medical appointments, and compensation for lost wages. For exact compensation coverage, check the workers compensation contract on file with the Administrative Department. Employees may use accrued vacation or sick leave to make up the difference between workers compensation benefits and their base pay.

1. **Initial Reporting of Illness or Injury:** Prompt notification of all injuries or illness, no matter how minor, to the employee's supervisor and the District Administrator or designee is mandatory. All injuries must be reported the day they occur. Reporting the accident or illness is critical to qualification for payment under Workers Compensation. A claim will be processed online by the District Administrator or designee immediately. After the claim is processed in its entirety, a copy must be sent to the Industrial Commission within seven (7) days of the injury. The Industrial Commission is notified by our current Workers Compensation carrier: WCF.
2. An employee who sustains a bona fide, on-the-job injury may seek medical attention from the Park City InstaCare on 1750 Sidewinder Drive, Park City, or other Workers Compensation Fund ("WCF") preferred provider. He/she must tell the doctor, HOW, WHEN and WHERE the accident occurred. The doctor will complete a medical report and copies of this report should be sent within seven (7) days to WCF. WCF will send a copy to the Industrial Commission. A copy will also be returned to the District to be placed on file. The District will then provide a copy to the injured worker.
3. Employees may not submit doctor or hospital bills for on-the-job injuries or illness to the regular medical plan.
4. The employee should use the WCF preferred provider network (Park City InstaCare) for treatment of all but life or limb threatening injuries to avoid paying unnecessary bills. If a life-threatening injury occurs, 911 should be called to access normal emergency care. If the WCF preferred provider is not available, the employee must call the District Administrator or designee to arrange medical care.
5. Employees who do not use the WCF preferred provider network may be responsible for any charges in excess of the rates WCF pays.
6. **Reporting While Off the Job.** While on leave because of a bona fide, on-the-job injury or illness, an employee must contact his/her supervisor or the District Administrator or designee to report on his/her condition at least once each pay period. Failure to provide the required medical status reports may result in revocation of the leave and/or immediate termination.
7. **Return to Service.** The employee must return to work after the approval of the attending physician. The employee must ensure that all paperwork from the medical provider is delivered to the District Administrator or designee. Failure to return to work when directed may result in immediate termination. The District Administrator or designee and the injured employee's supervisor will review any restrictions given by the medical provider with the injured employee's job description and determine if the employee's normal job meets the restrictions. Injured employees must comply with the restrictions they are given.
8. The District will accommodate restricted duty jobs for workers injured on the job. The District Administrator or designee will work with the supervisor to design a work strategy that meets the injured employee's restrictions and accomplishes the District's goals. An employee who is able to return to work in light duty status may be required to work in a different department and perform duties not contained within his/her current job classification.
9. The injured employee's supervisor and the District Administrator or designee will regularly follow up with the employee and medical providers to make sure the employee is getting the care required, attending medical appointments, complying with restrictions, and any restricted duty assignments are helping the employee move closer to his/her regular job duties.
10. At the time of final release or settlement of a Workers Compensation claim, if the employee cannot fulfill the essential job functions even with a reasonable accommodation and no vacancy exists for another position for which the employee qualifies, then he/she may be terminated and paid any accrued benefits due to him/her.

WELLNESS

The District is committed to employee wellness and believes it is important that it provide direction and facilitate the development of activities to promote both participation in fitness offerings and the achievement of individual goals toward fitness and well-being. The

goal of this program is for each employee to become actively engaged in his or her health and wellness, which will in turn improve employee health and reduce healthcare costs.

The District's multi-faceted Wellness Program is offered to all full-time, annual employees. The District provides employees and their family members free access to the Fieldhouse and all fitness class offerings, as well as discounted program registration fees. The District is also flexible with schedules so that employees can partake in fitness classes when they are offered. To further promote wellness and the District's amenities, employees are offered incentives for consistent fitness activity throughout the year. The District also provides annual flu shots and biometric screenings to employees at no cost.

MEMORIALS

Purpose: To establish a uniform policy for non-artistic memorials in public parks, facilities, and trails on District property or on public easements.

Authorization: The District shall retain final authority for accepting memorial requests and/or authorizing any use of District-owned property.

Objectives:

- Ensure uniformity and a timeline for memorial requests
- Protect the integrity of District property
- Provide opportunities for residents to memorialize loved ones in District parks and facilities, as well as on District trails
- Provide customer service consistent with open and responsive government

Qualifying Donations:

- Memorial benches (design selected by the District)
- Memorial trees (type selected by the District)
- The District may alter the list of qualifying donations at its discretion
- Artistic donations will not be considered

Application: A written application in the form of a proposal must be submitted to the Planning and Legal Affairs Manager at the District Administrative office for review. The proposal submitted should utilize the District's form and include: an explanation or scope of the memorial request, specifications including tree or bench, proposal location, and any other pertinent information. Additionally, a draft Letter of Intent, detailing the general criteria and obligations for a memorial request needs to accompany the proposal.

General Criteria: In general, the following criteria will be considered: any existing agreements, regulations or deeds, proposal, scope, easements, utilities, existing structures, future or ongoing maintenance, public safety, relationship to the natural environment, users of the proposed site, future development plans, landscape design, existing infrastructure, environmental concerns, visibility and accessibility.

All applications may be reviewed by Summit County or another special service district should the application impact the County or special service district. Donations made on property with a conservation easement or deed restriction shall require approval from the easement holder if mandated per the applicable easement or deed. Should the memorial request impact land owned by an entity/person other than the District, the applicant will be responsible for securing that landowner's permission and the District will require written proof of such permission at the time of the application.

The District will retain final authority for all use of District owned property.

Timeline and Review Process: Once an application is considered complete (verified in writing), staff will process and respond to each application within sixty (60) days of submittal.

Implementation: The following guidelines are provided for the installation, planting or placement of any memorial request:

1. **Funding:** All costs including initial installation/planting, labor and materials are the responsibility of the applicant.

2. **Installation/planting:** The District will oversee the installation of all memorial requests. An outside contractor will perform installation services at the applicant's expense. Furthermore, the District shall approve final locations and the installation timeline for all requests. The District may assist in transporting the bench or tree.
3. **Location:** The District reserves the right to amend and/or reject any location provided by the applicant, based on any existing agreements, regulations or deeds, scope, easements, utilities, existing structures, maintenance, public safety, relationship to the natural environment, users of the proposed site, future development plans, landscape design, existing infrastructure, proximity to other memorials, environmental concerns, visibility and accessibility. Unless specifically agreed to in writing, the District may, at any future date, elect in its sole discretion to remove or relocate the memorial. No permanent right, title, or interest of any kind shall vest on the applicant's behalf by virtue of this memorial approval. The District holds ultimate ownership over all memorial benches and trees and it is prohibited for applicants to decorate, personalize or add adornment to any bench and/or tree.
4. **Vandalism and Maintenance:** All maintenance costs are at the donor's expense. Special maintenance, defined as exceeding normal maintenance as determined and provided by the District, may be provided at the discretion of the District. Payment will be made by check payable to Snyderville Basin Special Recreation District.
5. **Plaques:** No upright, free standing signs or plaque donations are allowed without District approval. The District will allow an engraved (12" x 8") 96 square inch or smaller engraved flat stone that can be placed at the foot of a tree or bench. Materials and wording must be approved by the District as part of the written proposal.
6. **Materials:** All benches and trees will be selected by the District to maintain consistency. Trees may only be planted between May 15 and October 1, weather permitting; approved and coordinated with the District.
7. **Liability:** The applicant agrees to hold the District harmless and indemnify the District for any and all claims which might arise from any person, entity or corporation, resulting from the applicant's use of the District property or right-of-way for installation purposes, or arising from the applicant's performance or bench/tree donated pursuant to this policy.
8. **Other:** This approval shall be in effect for the life of the donated item in accordance with generally accepted standards administered by the District.

SERVICE ANIMAL POLICY: *amended March 3, 2021*

Only service animals are allowed in the Fieldhouse facility. Emotional support animals are not service animals and are therefore prohibited from the Fieldhouse facility.

Service dogs⁷ are allowed wherever people are allowed, unless the animal poses a direct threat, a fundamental alteration, is not housebroken or is not under the control of the person with the disability.

If you encounter a patron with an animal in the Fieldhouse, follow the below steps:

1. Politely stop the patron and notify him/her that pets are not allowed in the building.
2. If the patron says the animal is his/her service animal, allow the patron to enter with the animal.
3. If you have questions or concerns about an animal, please contact the Fieldhouse Manager or Supervisor on Duty.

DOG POLICY (AT TRAILSIDE)

The Administrative Office of the District is a dog friendly workplace. In order to ensure that the work environment is not jeopardized by the presence of dogs in the office, the District has established the following dog policy. Only well behaved dogs that can be, and are, kept under control by their owners and adhere to the rules will be allowed to be in the workplace. Employees wishing to bring a pet to

⁷ Under the ADA, service animals are limited to dogs with very limited exceptions for miniature horses.

work must read and understand these guidelines, sign a copy of this policy and submit such signed copy to the Administration Department. A Pet Cleaning Fee per dog will be assessed to anyone bringing a dog to work. This fee is to cover any mishaps and the extra cleaning required for the building.

The privilege of bringing a pet to work is subordinate to the health, safety, and comfort of persons who may come into contact with the animals at the office. This policy has been established for the offices at Trailside Park only. Employees will not be allowed to bring dogs to work at the Fieldhouse as it is a public facility.

1. All dogs must be kept under control at all times.
2. Dogs shall not be left unattended unless contained within the owner's working space. Barrier gates are to be utilized so that dogs will stay within the owner's space where possible. Fencing or leashing should maintain a safe and convenient ingress and egress to the owner's working space.
3. Only one (1) dog per working space is permitted.
4. Dogs must be licensed by the county in which the employee resides, current on all vaccinations and free of fleas.
5. The presence of any dog must not interfere with anyone's work at the District or cause any problems for co-workers or visitors to the District's offices.
6. Dogs are not allowed in the public areas of the building and must be on leash when coming and going from the building.
7. Dogs are not allowed in meetings where outside vendors and/or individuals from outside the organization are present.
8. Dogs are not permitted in District vehicles.
9. Dog food must be stored in sealed containers and no food may be left unattended in open bowls during non-working hours.
10. Owners are responsible for picking up after their dog in all areas of the property.
11. If a dog causes damage to the building or any other property while at work, the dog's owner will be held financially responsible without limitation.
12. If a dog causes an injury, the owner will be solely liable.
13. If a dog displays aggressive behavior, it must be removed from the office immediately and will be prohibited from returning.
14. The following misbehaviors may result in the prohibition of the dog from coming to work:
 - Loud and repetitive barking;
 - Having accidents in the building;
 - Causing damage to the building and/or personal property;
 - Free roaming of the building;
 - Causing a mess; and
 - Any other reported issues by co-workers that are not addressed.
15. An animal may be excluded from the office if it:
 - Causes any person to experience allergic reactions, fear, or any other physical or psychological discomfort;
 - Distracts any employee from his/her work; or
 - Reduces any employee's productivity or quality of work.

Employees must indemnify and hold harmless the District against any and all legal and financial liability resulting from their dog's actions.

ENFORCEMENT OF DISTRICT RULES AND/OR INSTRUCTIONS: *effective January 22, 2020*

Failure to follow posted rules and/or instructions of the District will result in the following consequences to patrons:

First Offense: A verbal warning will be issued.

Second Offense: A cease and desist letter will be issued.

Third Offense: Participant will be suspended from using District facilities and/or participating in District programs. No refund of fees will be issued.

Fourth Offense: Participant will be permanently prohibited from using District facilities and/or participating in District programs. No refund of fees will be issued.

The District reserves the right to skip any level of consequences in cases where the safety of other patrons and/or District employees is involved or when other special circumstances warrant such, as determined by the District Director.

PARKING ENFORCEMENT: amended March 3, 2021

Consistent with Ordinance No. 911, amending Title 6, Chapter 2 of the Summit County Code: County Parking Code, District Staff may ticket and/or tow vehicles consistent with the provisions of the County Parking Code. Sections 6-2-1 *et al* of the Parking Code are hereby adopted into the District’s policies; except that, where provisions in this section pertaining to trail-related parking violations have been drafted to more closely meet the needs of the District, those modified provisions will govern.

Specifically, pursuant to Section 1-13-4-3 of the Summit County Code, in lieu of a criminal citation for violation of these adopted policies, there is hereby established an administrative civil fee which may be assessed by means of an administrative citation issued by an enforcement employee of the District as follows:

1. Violations of posted parking rules within 1000 feet from trailheads. The initial fee for such violations shall be the sum of forty dollars (\$40.00). However, in the event the fee is not paid within a timely fashion after receipt of the citation, the fee shall be as follows:

After 10 days	\$50.00
After 20 days	\$65.00
After 30 days	\$70.00
After 60 days	\$105.00

2. Violations which block or impede emergency egress or hamper the ability of police, fire, EMS or public works officials to properly carry out their official duties and jeopardize the public health, safety, and welfare by the violation. The initial fee for such violations shall be the sum of fifty dollars (\$50.00). However, in the event the fee is not paid within a timely fashion after receipt of the citation, the fee shall be as follows:

After 10 days	\$60.00
After 20 days	\$65.00
After 30 days	\$70.00
After 60 days	\$105.00

Parking enforcement will be implemented at the following levels:

- The first instance of parking a vehicle outside of a designated area will result in a warning notice. The license plate and vehicle information will be recorded and added to an enforcement database.
- The second instance will result in an administrative citation and a fine will be assessed based on the violations detailed in sections 1 and 2 above.
- After the second instance of a vehicle being parked in violation of these regulations, it will be subject to towing if it is parked outside of designated space.

The trail parking enforcement zone will be limited to 1,000 feet from trailheads and designated trail access points as defined by the Snyderville Basin Special Recreation District’s Trails Master Plan.

DISTRICT FEE SCHEDULE

The Board shall adopt administrative fees from time-to-time to offset the costs associated with its policies and programs.

BUDGET LINE ITEM ADJUSTMENTS

Adjustments within Departments: Within a specified fund, the District Director may move money from one budgeted line to another budgeted line within the same department without further approval.

Adjustments between Departments: Within a specified fund, the District Director may move money from one budgeted line to another budgeted line in a different department only with approval of the Administrative Control Board and the Summit County Council.

CANCELLATION POLICIES: *amended January 23, 2019, March 3, 2021*

To request a credit or refund, a Patron Credit Request Form must be completed and submitted to contactus@basinrecreation.org. All refunds will be issued in the form of a credit on the patron's account, unless specifically requested otherwise by the patron. Payments to the District are subject to the following policies:

General Policy: Unless specifically provided below, full credits/refunds will be given if notice of cancellation is provided seven (7) or more days prior to the first day of a program. For purposes of this policy, the start of a sports program is defined as the date of the first scheduled practice. Eighty percent (80%) of the paid fee will be credited or refunded if notice of cancellation is given within seven (7) days of the start of the program. Programs cancelled by the District will be refunded in full. This general policy applies to day camps, sports camps, bike camps, clinics and programs. There are no credits or refunds for inclement weather.

Field Trip Camp Policy: Due to the costs incurred by the District for field trips, if a participant cancels within fourteen (14) days but not within seven (7) days of the field trip, he/she is responsible for fifty percent (50%) of the entire fee. The participant is responsible for one hundred percent (100%) of the fee if he/she cancels within seven (7) days of the field trip. If the vacated spot is filled, then eighty percent (80%) of the paid fee will be refunded/credited. Youth Crew events and Teen camps are considered Field Trip Camps for purposes of this refund policy.

Adult Team Sports Policy: Before the schedules are set, the District will provide a full credit/refund. After the schedule is complete, a fifty percent (50%) credit/refund will be given. Once the season has begun, no credits or refunds will be given.

Fieldhouse Passes/Rentals Policy:

1. Punch cards and one (1) month passes are non-refundable and non-creditable.
2. Credits/refunds on all other passes will be pro-rated. No retroactive cancellations.
3. Only twelve (12) month passes may be put "on hold" by direct request to the Fieldhouse Manager. Holds may be granted for one (1) time only for a minimum of two (2) weeks and a maximum of three (3) months. Advanced notice is required.

Meeting Room and Park Pavilion Policy: If the applicant cancels a reservation seven (7) or more days prior to the date reserved, a full credit/refund will be issued. If a facility reservation is cancelled less than seven (7) days prior to the date reserved, only the deposit will be returned. Credits or refunds of the remaining fees will NOT be issued. If, due to unforeseen circumstances, a cancellation is initiated by the District, the reservation holder will be given a one hundred percent (100%) refund for that specific date or the District will provide a credit toward a mutually agreed upon future reservation.

Coach Credits: If a coaching credit is offered, the credit will be placed on the payer's account at the conclusion of the season. It will be available to use towards future purchases.

Special Circumstance Policy: If a participant cannot attend or continue an activity due to an illness or an extraordinary circumstance, a pro-rated credit or refund may be granted. A note from a doctor may be required.

No credits or refunds will be given under any of the above provisions if the request is received after the final day of the program.

SPONSORSHIP POLICY: *amended January 22, 2020*

Basin Recreation aims to make its programs available to every community member interested, regardless of ability to pay. Basin Recreation also recognizes, however, that its primary objective is to provide outstanding and diverse parks, trails and recreational experiences, not to conduct fundraising.

In order that we may offer our programs to our entire community, Basin Recreation staff will seek community partners to sponsor specific events. Staff will aim to have committed sponsors for the next calendar year by November of the previous year.

The events that may be sponsored include:⁸

- The Movies in the Park Series
- The StART of Summer Color Run 5K (over 200 participants in 2015)
- Celebrate the Spirits Trick-or-Treat Run (over 250 participants in 2015)
- Swing for Sports Golf Tournament (over 150 participants in 2015)

Should an event need to be changed or cancelled, the event sponsor will be notified as soon as possible and given the opportunity to select another available event to sponsor, if possible. If there are no available events during that calendar year, the event sponsor will have the option of sponsoring the same event in the next calendar year or receiving a refund of its sponsorship payment.

Event Sponsorships:

- Movie in the Park (4 movies, 1 sponsor for each)
- The StART of Summer Color Run 5K (limited to 4 sponsors)
- Celebrate the Spirits Trick-or-Treat Run (~10 tent sponsors)
- Golf Tournament (18 hole sponsors)

Multiple Event Sponsorship: limited to 3 sponsors

Includes:

- 1 Movie in the Park
- The StART of Summer Color Run 5K
- 1 Tent at the Celebrate the Spirits Trick-or-Treat Run
- 1 Hole at the Golf Tournament
- 1 Foursome in the Swing for Sports Golf Tournament

TAX AND DISCLOSURE COMPLIANCE PROCEDURE : *amended January 22, 2020*

Section 1.1. Definitions. Capitalized words and terms used in this Compliance Procedure have the following meanings:

“**Annual Compliance Checklist**” means a questionnaire and/or checklist described in **Section 6.1** hereof that is completed each year for the Tax-Exempt Bonds.

“**Annual Continuing Disclosure Compliance Checklist**” means the checklist used for disclosure reporting.

“**Annual Report**” means the information, consisting of annual financial information and operating data, required by the Continuing Disclosure Undertaking to be filed annually on EMMA.

“**Bond Compliance Officer**” means the Issuer’s District Administrator or, if the position of District Administrator is vacant, the person filling the responsibilities of the District Administrator for the Issuer.

“**Bonds**” means Disclosure Bonds and Tax-Exempt Bonds.

“**Bond Counsel**” means a law firm selected by the Issuer to provide a legal opinion regarding the tax status of interest on the Tax-Exempt Bonds as of the issue date or the law firm selected to advise the Issuer on matters referenced in this Compliance Procedure.

“**Bond Restricted Funds**” means the funds, accounts, and investments that are subject to arbitrage rebate and/or yield restriction rules that have been identified in the Tax Compliance Agreement for the Tax-Exempt Bonds.

“**Bond Transcript**” means the “transcript of proceedings” or other similarly titled set of transaction documents assembled by Bond Counsel following the issuance of the Tax-Exempt Bonds.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Compliance Procedure**” means this Tax and Disclosure Compliance Procedure.

⁸ Basin Recreation reserves the right to revise the event list each year to reflect new and changed events.

“**Continuing Disclosure Compliance File**” means documents and records which may consist of paper and electronic medium, maintained for the Disclosure Bonds, consisting of the following:

- (a) List of Disclosure Bonds;
- (b) Description of the deadline applicable to each Annual Report;
- (c) Description of the financial information and operating data required to be included in each Annual Report;
- (d) List of events requiring an Event Notice under the Continuing Disclosure Undertaking for each series of Disclosure Bonds; and
- (e) Information about the Issuer’s compliance during the prior five years with the Continuing Disclosure Undertaking then in effect.

“**Continuing Disclosure Undertaking**” means the Continuing Disclosure Agreement(s), Continuing Disclosure Undertaking(s), Continuing Disclosure Instructions or other written certification(s) or agreement(s) entered into by the Issuer in connection with the issuance of the Disclosure Bonds for the purpose of assisting the underwriters of such Disclosure Bonds in complying with the Rule.

“**Cost**” or “**Costs**” means all costs and expenses paid for the acquisition, design, construction, equipping or improvement of a Project Facility or costs of issuing Tax-Exempt Bonds for a Project Facility, as more fully set forth in UCA §11-14-103 or successor law.

“**Disclosure Bonds**” means any outstanding bond, note, installment sale agreement, lease or certificate in connection with the issuance of which the Issuer entered into or enters into a Continuing Disclosure Undertaking.

“**EMMA**” means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org, or any successor system designated as the means through which municipal securities disclosures are submitted to the MSRB.

“**Event Notice**” means notice of the occurrence of an event for which notice is required by the Continuing Disclosure Undertaking to be filed on EMMA.

“**Final Written Allocation**” means the Final Written Allocation of Tax-Exempt Bond proceeds prepared pursuant to **Section 5.4** of this Compliance Procedure.

“**Financed Assets**” means that part of a Project Facility treated as financed with Tax-Exempt Bond proceeds as reflected in a Final Written Allocation or, if no Final Written Allocation was prepared, the accounting records of the Issuer and the Tax Compliance Agreement for the Tax-Exempt Bonds.

“**Governing Body**” means the County Council of Summit County, Utah, acting as the governing board of the Issuer.

“**IRS**” means the Internal Revenue Service.

“**Issuer**” means Snyderville Basin Special Recreation District, Utah.

“**Issue’s Counsel**” means the County Attorney of Summit County, Utah.

“**MSRB**” means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

“**Notice**” means the fourteen (14) day notice of Public Hearing as set forth in UCA §11-14-318.

“**Parameter Resolution**” means the resolution of the Governing Body on behalf of the Issuer, which provides for (1) the authorization of the Issuer to finance all or a portion of the Project Facility, (2) the type of debt instrument to be issued, (3) the maximum principal amount that might be issued, (4) the intent of the Issuer to reimburse Costs of the Project Facility paid by the Issuer from proceeds of the Tax-Exempt Bonds, (5) the term of the debt, (6) how the debt will be repaid, (7) any other requirements as more fully set forth in UCA §11-14-302, UCA §11-14a-1, or successor law.

“**Placed in Service**” means that date (as determined by the Bond Compliance Officer) when the Project Facility is substantially complete and in operation at substantially its design level.

“**Primary Disclosure Document**” means any official statement or offering document relating to an offering or remarketing of Disclosure Bonds by or on behalf of the Issuer after the date of this Procedure.

“**Project Facility**” means one or more facilities or capital projects, including land, building, equipment, or other property, as set forth in UCA §11-14-103, financed in whole or in part with proceeds of an issue of Tax-Exempt Bonds and other sources of funds, if any, pursuant to the same plan of finance.

“**Public Hearing**” means the public hearing required by UCA §11-14-318.

“**Rebate Analyst**” means the rebate analyst for the Tax-Exempt Bonds selected pursuant to the Tax Compliance Agreement.

“**Regulations**” means all regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to tax-exempt obligations.

“**Rule**” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

“**Tax Compliance Agreement**” means the Federal Tax Certificate, Tax Compliance Agreement, Arbitrage Agreement, or other written certification or agreement of the Issuer setting out representations and covenants for satisfying the post-issuance tax compliance requirements for the Tax-Exempt Bonds.

“**Tax-Exempt Bonds**” means any bond, note, installment sale agreement, lease or certificate intended to be a debt obligation of the Issuer or another political subdivision or government instrumentality, the proceeds of which are to be loaned or otherwise made available to the Issuer, and the interest on which is excludable from gross income for federal income tax purposes

“**Tax-Exempt Bond File**” means documents and records which may consist of paper and electronic medium, maintained for the Tax-Exempt Bonds. Each Tax-Exempt Bond File will include the following information if applicable:

- (a) Parameters Resolution.
- (b) Bond Transcript.
- (c) Final Written Allocation and/or all available accounting records related to the Project Facility showing expenditures allocated to the proceeds of the Tax-Exempt Bonds and expenditures (if any) allocated to other sources of funds.
- (d) All rebate and yield reduction payment calculations performed by the Rebate Analyst and all investment records provided to the Rebate Analyst for purposes of preparing the calculations.
- (e) Forms 8038-T together with proof of filing and payment of rebate.
- (f) Investment agreement bid documents (unless included in the Bond Transcript) including:
 - (1) bid solicitation, bid responses, certificate of broker;
 - (2) written summary of reasons for deviations from the terms of the solicitation that are incorporated into the investment agreement; and
 - (3) copies of the investment agreement and any amendments.
- (g) Any item required to be maintained by the terms of the Tax Compliance Agreement involving the use of the Project Facility or expenditures related to tax compliance for the Tax-Exempt Bonds.
- (h) Any opinion of Bond Counsel regarding the Tax-Exempt Bonds not included in the Bond Transcript.
- (i) Any opinion of Issuer’s Counsel regarding the Tax-Exempt Bonds or Parameters Resolution not included in the Bond Transcript.
- (j) Amendments, modifications or substitute agreements to any agreement contained in the Bond Transcript.
- (k) Any correspondence with the IRS relating to the Tax-Exempt Bonds including all correspondence relating to an audit by the IRS of the Tax-Exempt Bonds or any proceedings under the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP).
- (l) Any available questionnaires or correspondence substantiating the use of the Project Facility in accordance with the terms of the Tax Compliance Agreement for the Tax-Exempt Bonds.
- (m) For refunding bond issues, the Tax-Exempt Bond File for the refunded Tax-Exempt Bonds.

“**Utah Code Annotated**” or “**UCA**” means the Utah code.

PURPOSE AND SCOPE

Section 2.1. Purpose of Compliance Procedure

(a) Issuer's Use of Tax-Exempt Bonds. The Issuer uses Tax-Exempt Bonds to fund Costs of a Project Facility in accordance with the Local Government Bonding Act, UCA Title 11, Chapter 14. The Issuer understands that in exchange for the right to issue Tax-Exempt Bonds at favorable interest rates and terms, the Code and Regulations impose ongoing requirements related to the proceeds of the Tax-Exempt Bonds and the Project Facility financed by the Tax-Exempt Bonds. These requirements focus on the investment, use and expenditure of proceeds of the Tax-Exempt Bonds and related funds as well as restrictions on the use of the Project Facility.

(b) IRS Recommends Separate Written Procedures. The Issuer recognizes that the IRS has stated that all issuers of Tax-Exempt Bonds should have separate written procedures regarding ongoing compliance with the federal tax requirements for Tax-Exempt Bonds.

(c) Disclosure Responsibilities. The Issuer recognizes the issuance of Disclosure Bonds involves accessing the public capital markets and involves certain obligations arising out of the federal securities laws, including entering into the Continuing Disclosure Undertaking and properly communicating with investors.

(d) Issuer Commitment. The Issuer is committed to full compliance with the federal tax and securities law requirements applicable to its outstanding and future financings. This Compliance Procedure is adopted by the Governing Body to improve and promote tax and securities law compliance and documentation. This Compliance Procedure replaces any prior tax and securities law compliance procedures of the Issuer.

Section 2.2. Scope of Compliance Procedure; Conflicts. This Compliance Procedure applies to all Bonds currently outstanding and all Bonds issued in the future. If the provisions of this Compliance Procedure conflict with a Tax Compliance Agreement, Continuing Disclosure Undertaking or any other specific written instructions of Bond Counsel, the terms of the Tax Compliance Agreement, Continuing Disclosure Undertaking or specific written instructions of Bond Counsel will supersede and govern in lieu of this Compliance Procedure. Any exception to this Compliance Procedure required by Bond Counsel as part of a future issue of Tax-Exempt Bonds will be incorporated in the Tax Compliance Agreement for the future issue. Any requirements imposed on the Issuer in the Tax Compliance Agreement, will be noted by the Bond Compliance Officer and incorporated into the Annual Compliance Checklist.

Section 2.3. Amendments and Publication of Compliance Procedure This Compliance Procedure may be amended from time-to-time by the Governing Body. Copies of this Compliance Procedure and any amendments will be included in the permanent records of the Issuer.

BOND COMPLIANCE OFFICER; TRAINING

Section 3.1. Bond Compliance Officer Duties. The Bond Compliance Officer is responsible for implementing this Compliance Procedure. The Bond Compliance Officer will work with other employees that use the Project Facility to assist in implementing this Compliance Procedure. The Bond Compliance Officer will consult with Bond Counsel, legal counsel to the Issuer, accountants, tax return preparers and other outside consultants to the extent necessary to carry out the purposes of this Compliance Procedure.

Section 3.2. Training.

(a) Training Programs. When appropriate, the Bond Compliance Officer and/or other employees of the Issuer under the direction of the Bond Compliance Officer will attend training programs offered by the IRS or other industry professionals regarding Tax-Exempt Bonds that are relevant to the Issuer. When appropriate, the Bond Compliance Officer and/or other employees of the Issuer under the direction of the Bond Compliance Officer will attend training programs offered by the SEC, the MSRB, Bond Counsel, or other industry professionals regarding securities law and disclosure requirements applicable to the Issuer.

(b) Change in Bond Compliance Officer. Any time an individual acting as the Bond Compliance Officer passes the responsibilities for carrying out the provisions of this Compliance Procedure to another individual, the Issuer will ensure the incoming individual acting as Bond Compliance Officer is trained on how to implement the policies and procedures included in this Compliance

Procedure to ensure the Issuer's continued compliance with the provisions of this Compliance Procedure and all Tax Compliance Agreements for any outstanding Tax-Exempt Bonds.

TAX-EXEMPT BONDS CURRENTLY OUTSTANDING

Section 4.1. Tax-Exempt Bonds Covered by Article IV Procedures. This Article IV applies to all Tax-Exempt Bonds issued prior to the date of this Compliance Procedure that are currently outstanding.

Section 4.2. Tax-Exempt Bond File. As soon as practical, the Bond Compliance Officer will attempt to assemble as much of the Tax-Exempt Bond File as is available for each outstanding Tax-Exempt Bond.

Section 4.3. Annual Compliance Checklists. As soon as practical following the adoption of this Compliance Procedure, the Bond Compliance Officer will work with Bond Counsel and/or legal counsel to the Issuer and cause Annual Compliance Checklists to be completed for all outstanding Tax-Exempt Bonds and will follow the procedures specified in Article VI to complete the Annual Compliance Checklists and thereafter include each completed Annual Compliance Checklist in the Tax-Exempt Bond File.

Section 4.4. Correcting Prior Deficiencies in Compliance. In the event the Bond Compliance Officer determines any deficiency in compliance with a Tax Compliance Agreement for an outstanding Tax-Exempt Bond, the Bond Compliance Officer will consult with Bond Counsel and, as necessary, follow the procedures described in the Regulations or the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP) to remediate the noncompliance. If remediation of the noncompliance requires the Issuer to submit a request under VCAP, the Bond Compliance Officer will undertake this step only after reporting the violation to the Governing Body and obtaining its approval.

COMPLIANCE PROCEDURE FOR NEW TAX-EXEMPT BOND ISSUES

Section 5.1. Application. This Article V applies to Tax-Exempt Bonds issued on or after the date of this Compliance Procedure.

Section 5.2. Prior to Issuance of Tax-Exempt Bonds.

(a) **Parameters Resolution.** After giving Notice and holding a Public Hearing, the Governing Body may authorize and approve the issuance of Tax-Exempt Bonds as set forth in UCA §11-14-302, UCA §11-14a-1, or successor law.

(b) **Directions to Bond Counsel.** The Bond Compliance Officer will provide a copy of this Compliance Procedure to Bond Counsel with directions for Bond Counsel to structure the documentation and procedural steps taken prior to issuing the Tax-Exempt Bonds so that they conform to the requirements of this Compliance Procedure, except to the extent Bond Counsel determines that different procedures are required. The Bond Compliance Officer will consult with Bond Counsel so that appropriate provisions are made to fund or reimburse the Issuer's costs and expenses incurred to implement this Compliance Procedure.

(c) **Tax Compliance Agreement.** For each issuance of Tax-Exempt Bonds, a Tax Compliance Agreement will be signed by the Bond Compliance Officer. The Tax Compliance Agreement will (1) describe the Project Facility and the anticipated Financed Assets, (2) identify all Bond Restricted Funds and provide for arbitrage and rebate compliance, (3) for new money financings, require a Final Written Allocation, and (4) contain a form of the Annual Compliance Checklist for the Tax-Exempt Bonds. The Bond Compliance Officer will confer with Bond Counsel and the Issuer's Counsel regarding the meaning and scope of each representation and covenant contained in the Tax Compliance Agreement.

(d) **Preliminary Cost Allocations.** For each issuance of Tax-Exempt Bonds, the Bond Compliance Officer in consultation with Bond Counsel, will prepare a preliminary cost allocation plan for the Project Facility. The preliminary cost allocation plan will identify the assets and expected costs for the Project Facility, and when necessary, will break-out the portions of Costs that are expected to be financed with proceeds of the Tax-Exempt Bonds (the "Financed Assets") and the portions, if any, expected to be financed from other sources.

(e) **Tax Review with Bond Counsel.** Prior to the sale of Tax-Exempt Bonds, the Bond Compliance Officer and Bond Counsel will review this Compliance Procedure together with the draft Tax Compliance Agreement to ensure that any tax compliance issues in the new financing are adequately addressed by this Compliance Procedure and/or the Tax Compliance Agreement. If Bond Counsel determines that this Compliance Procedure conflicts with the Tax Compliance Agreement or must be supplemented to account for special issues or requirements for the Tax-Exempt Bonds, the Bond Compliance Officer will ask Bond Counsel to include the written

modifications or additions in the final Tax Compliance Agreement. The Bond Compliance Officer will request Bond Counsel to prepare a form of Annual Compliance Checklist for use in monitoring the ongoing compliance requirements for the Tax-Exempt Bonds.

Section 5.3. Accounting and Recordkeeping.

(a) Accounting for New Money Projects. The Bond Compliance Officer will be responsible for accounting for the investment and allocation of proceeds of the Tax-Exempt Bonds. The Bond Compliance Officer will establish separate accounts or subaccounts to record expenditures for Costs of the Project Facility. Where appropriate, the Bond Compliance Officer may use accounts established as part of the Issuer's financial records for this purpose. In recording Costs for the Project Facility, the Bond Compliance Officer will ensure that the accounting system will include the following information: (1) identity of person or business paid, along with any other available narrative description of the purpose for the payment, (2) date of payment, (3) amount paid, and (4) invoice number or other identifying reference.

(b) Accounting for Refunded Bonds and Related Refunded Bond Accounts. For Tax-Exempt Bonds that are issued to refund prior Tax-Exempt Bonds, the Tax Compliance Agreement will set out special accounting and allocation procedures for the proceeds of the financing, and if necessary, proceeds of the refinanced Tax-Exempt Bonds.

(c) Tax-Exempt Bond File. The Bond Compliance Officer will be responsible for assembling and maintaining the Tax-Exempt Bond File.

Section 5.4. Final Allocation of Tax-Exempt Bond Proceeds.

(a) Preparation of Final Written Allocation; Timing. The Bond Compliance Officer is responsible for making a written allocation of proceeds of Tax-Exempt Bonds to expenditures and identifying the Financed Assets. This process will be memorialized in the Final Written Allocation. For a new money financing, the Bond Compliance Officer will commence this process as of the earliest of (1) the requisition of all Tax-Exempt Bond proceeds from any segregated Tax-Exempt Bond funded account, (2) the date the Project Facility has been substantially completed or (3) four and one-half years following the issue date of the Tax-Exempt Bonds. For Tax-Exempt Bonds issued only to refund a prior issue of Tax-Exempt Bonds, the Bond Compliance Officer will work with Bond Counsel to prepare and/or document the Final Written Allocation for the Project Facility financed by the refunded Tax-Exempt Bonds and include it in the Tax Compliance Agreement.

(b) Contents and Procedure. The Bond Compliance Officer will consult the Tax Compliance Agreement and, if necessary, contact Bond Counsel to seek advice regarding any special allocation of Tax-Exempt Bond proceeds and other money of the Issuer to the Costs of the Project Facility. If no special allocation is required or recommended, the Bond Compliance Officer will allocate Costs of the Project Facility to the proceeds of the Tax-Exempt Bonds in accordance with the Issuer's accounting records. Each Final Written Allocation will contain the following: (1) a reconciliation of the actual sources and uses to Costs of the Project Facility, (2) the percentage of the cost of the Project Facility financed with proceeds of the Tax-Exempt Bonds (sale proceeds plus any investment earnings on those sale proceeds), (3) the Project Facility's Placed in Service date, (4) the estimated economic useful life of the Project Facility, and (5) any special procedures to be followed in completing the Annual Compliance Checklist (e.g., limiting the Annual Compliance Checklist to specific areas of the Project Facility that the Final Written Allocation or the Tax Compliance Agreement treats as having been financed by Tax-Exempt Bonds).

(c) Finalize Annual Compliance Checklist. As part of the preparation of the Final Written Allocation, the Bond Compliance Officer will update the draft Annual Compliance Checklist contained in the relevant Tax Compliance Agreement. The Bond Compliance Officer will include reminders for all subsequent arbitrage rebate computations required for the Tax-Exempt Bonds in the Annual Compliance Checklist.

(d) Review of Final Written Allocation and Annual Compliance Checklist. Each Final Written Allocation and Annual Compliance Checklist will be reviewed by Issuer's Counsel or Bond Counsel for sufficiency and compliance with the Tax Compliance Agreement and this Compliance Procedure. Following the completion of the review, the Bond Compliance Officer will execute the Final Written Allocation.

ONGOING MONITORING PROCEDURES

Section 6.1. Annual Compliance Checklist. An Annual Compliance Checklist will be completed by the Bond Compliance Officer each year following completion of the Final Written Allocation. Each Annual Compliance Checklist will be designed and completed for the purpose of identifying potential noncompliance with the terms of the Tax Compliance Agreement or this Compliance Procedure and obtaining documents (such as investment records, arbitrage calculations, or other documentation for the

Project Facility) that are required to be incorporated in the Tax-Exempt Bond File. The Bond Compliance Officer will refer any responses indicating a violation of the terms of the Tax Compliance Agreement to Issuer's Counsel or Bond Counsel and, if recommended by counsel, will follow the procedure set out in **Section 4.4** hereof to remediate the non-compliance.

Section 6.2. Arbitrage and Rebate Compliance. The Bond Compliance Officer will monitor the investment of Bond Restricted Funds and provide investment records to the Rebate Analyst on a timely basis. The Bond Compliance Officer will follow the directions of the Rebate Analyst with respect to the preparation of and the timing of rebate or yield reduction computations.

DISCLOSURE

Section 7.1. Continuing Disclosure Compliance File.

(a) Compilation and Maintenance of Continuing Disclosure Compliance File. The Bond Compliance Officer shall compile and maintain the Continuing Disclosure Compliance File.

(b) Annual Review of Continuing Disclosure Compliance File. Within 120 days after the end of each fiscal year of the Issuer, the Bond Compliance Officer will complete the Annual Continuing Disclosure Compliance Checklist and update the Continuing Disclosure Compliance File as indicated by the Annual Continuing Disclosure Compliance Checklist.

(c) Remedying Noncompliance. If the Bond Compliance Officer identifies any non-compliance with the Continuing Disclosure Undertaking as a result of the annual review or otherwise, the Bond Compliance Officer shall promptly take steps to remedy the noncompliance, including by making any necessary remedial filings. In the event the Bond Compliance Officer identifies any such noncompliance, the Bond Compliance Officer shall update the Continuing Disclosure Compliance File to reflect the noncompliance in the Issuer's five-year history of compliance.

Section 7.2. Issuance of New Disclosure Bonds.

(a) Review Primary Offering Documents.

(1) The Bond Compliance Officer will review a draft of the Primary Offering Document for each new issue of Bonds. The Issuer is primarily responsible for the accuracy and completeness of the information in the Primary Offering Document relating to the Issuer. The Bond Compliance Officer will coordinate the Issuer's efforts to ensure that the information in each Primary Disclosure Document relating to the Issuer does not contain any untrue statements of a material fact or omit to state any material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. In the review and preparation of Primary Offering Documents, the Bond Compliance Officer shall consult with Issuer's Counsel, Bond Counsel, and other appropriate officials, employees and agents of the Issuer. The Bond Compliance Officer may designate Issuer's Counsel, Bond Counsel or other officials, employees or agents of the Issuer, as appropriate, to assist in the preparation of each Primary Disclosure Document or portions thereof and should discuss with Issuer's Counsel or Bond Counsel questions relating to the material accuracy and completeness of any information included in any Primary Disclosure Document.

(2) The Bond Compliance Officer will review any statement in a Primary Offering Document related to the Issuer's past compliance with the Continuing Disclosure Undertaking to determine whether such Primary Offering Document accurately describes such past compliance.

(b) Review Continuing Disclosure Undertakings. The Bond Compliance Officer will review each Continuing Disclosure Undertaking related to a new issuance of Disclosure Bonds. If necessary, the Bond Compliance Officer will confer with Bond Counsel or Issuer's Counsel regarding the meaning and scope of each obligation contained in the Continuing Disclosure Undertaking.

(c) Update Continuing Disclosure Compliance File. As soon as practicable after the issuance of any new Disclosure Bonds, the Bond Compliance Officer will be responsible for updating the Continuing Disclosure Compliance File to reflect the issuance of such new Disclosure Bonds.

Section 7.3. Annual Report and Event Notice Filing Procedures.

(a) Annual Report Preparation and Submission. The Bond Compliance Officer will prepare or cause the preparation of the Annual Report and cause the Annual Report to be filed with the MSRB on EMMA each year before the deadline required by the

Continuing Disclosure Undertaking. If the Issuer has engaged a third-party to submit the Annual Report on the Issuer's behalf, the Bond Compliance Officer will request and review confirmation that such filing has been timely made as required.

(b) Event Notice Submissions. As necessary, the Bond Compliance Officer shall coordinate with those other employees and agents of the Issuer most likely to become aware of the occurrence of a Material Event to ensure such employee or agent promptly notifies the Bond Compliance Officer upon the occurrence of a Material Event. After obtaining actual knowledge of the occurrence of any event that the Bond Compliance Officer believes may constitute an event requiring an Event Notice, the Bond Compliance Officer will consult with Issuer's Counsel or Bond Counsel to assist with the determination of whether an Event Notice is required under the Continuing Disclosure Undertaking. If it is determined that an Event Notice is required, the Bond Compliance Officer will cause an Event Notice to be filed on EMMA.

**CHAPTER 2
PARKS POLICIES**

OPERATIONAL PROGRAMMING

The Recreation Department, with input from the Parks Department, will announce any field cancellations by 4 pm.

The Recreation Department will either cancel all games and announce such cancellation on the weather hotline or leave the cancellation responsibility to the coaches and field officials.

The Recreation Department should notify the Parks Department of any cancellations during questionable weather by noon of the following day.

Cancellations of club sport games should be made by 2:30pm on weekdays (by the Parks Department) or game continuation will be determined by coaches and on-site field officials.

Cancellations on weekends will be made two (2) hours (when possible) in advance of the first game and the information recorded on the weather hotline immediately thereafter.

Cancellation of club sport games on weekends will be made by the coaches and on site game officials unless previous logistical agreements have been made by the Recreation Staff and team managers.

All game cancellations due to weather conditions will be made according to the Field Cancellation Matrix found as Exhibit 2 to the in the Interagency Field Use Policies (2012).

All weather hotline updates will be the responsibility of the Recreation Department.

BOUNCE HOUSE/INFLATABLES: *amended January 23, 2019, January 22, 2020, March 3, 2021*

The District desires to provide safe parks and recreational opportunities for all Snyderville Basin residents and visitors. To that end, park patrons and user groups must comply with reasonable standards that promote safety and reasonable enjoyment of the District's parks and public facilities. The following terms and conditions apply to all individuals and groups that utilize a bounce house or similar apparatus at any District facility.

Facility Permit: User must first obtain a facility permit for the use of any public park.

Bounce House Limit: User must inform the District that a bounce house will be used as a part of the event. No more than three (3) bounce house/inflatable structures will be permitted for any one (1) event without the express written consent of the District Director.

Business License: User must select a bounce house company that has a current business license.

Compliance with Policies: Use of the District's parks and public facilities constitute the users' and participants' agreement to abide by all rules, policies, and conditions of the District, subject to all disclaimers stated on the facility permit.

Insurance: Prior to the event, the bounce house company must provide a certificate of insurance to the District evidencing current and valid commercial general liability of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate for bodily injury and property damage from a company authorized to transact the business of insurance in the State of Utah. The insurance company must have an AM Best rating of not less than A 7. The bounce house company must provide an appropriate additional insured endorsement to the insurance policy or policies which contain this exact language: "The Snyderville Basin Special Recreation District, and its officers, employees, agents and volunteers are additional insured's under policy number ____." Such endorsement shall provide that such insurance coverage is primary and not contributory to any insurance policy maintained by the District.

Set-up and Removal: Bounce houses must be set up no sooner than sunrise and taken down no later than sunset on the same day and not allowed to remain in District parks or public facilities overnight. The user or bounce house company shall not leave the bounce house unattended on District property. Bounce houses must be set up and removed only by trained and qualified representatives of the bounce house company in compliance with manufacturer’s specifications.

Free-Standing: Bounce houses must be free standing and weighted. Stakes are prohibited in District parks and public facilities. Bounce houses must not be tied or tethered to trees, tables or other parks amenities or structures.

Supervision: Bounce house users must provide adequate and appropriate adult supervision so that the use is in compliance with the manufacturer’s recommendations and reflects a safe level of operation.

Operating Procedures: Bounce house users must comply with the manufacturer’s operating procedures. A copy of the manufacturer’s operating procedures must be provided to the District to obtain the facility permit.

Generators: Bounce house users will be responsible for providing a generator for inflation of the bounce house. **THE DISTRICT DOES NOT PROVIDE ELECTRICITY.** The generator will be one noted as “quiet” and not generate noise in excess of District standards or in violation of the County’s noise ordinance. The generator shall be placed at a safe distance from the bounce house and all electrical cords properly insulated, grounded and covered to prevent tripping hazards. Electrical cords running across park facilities or from a nearby private residence is prohibited.

Location: All bounce houses and generators will be placed not more than fifty (50) feet from the location of the area authorized for the event as stated in the facility permit. It is suggested that the user consult with District staff to select the generator location several days before the event so that the distance between the bounce house and the authorized location can be measured.

Vehicles: Vehicles are permitted in parking lots in designated parking spaces only. When loading or unloading a bounce house, vehicles are expressly prohibited on turf, in landscaped areas, and on trails or walkways.

Prohibited Features: Privately owned bounce houses or similar inflatables are prohibited on District property. Unless a District sponsored event, those that use water or have water features as part of the bounce house/inflatable, are also prohibited.

Liability: Users, providers and participants of the bounce house are jointly and severally responsible for the damage caused by their use of the bounce house in the District’s parks and/or public facilities. Damage to District property or turf may result in forfeiture of the damage deposit and possible additional liability to repair excessive damage.

Indemnification: User and the bounce house company agree to jointly and severally indemnify, protect, defend, save and hold harmless the District, its officers, employees, agents and volunteers from and against any and all liability, claims, suits and causes of action for death or injury to persons, or damage to property, resulting from the intentional or negligent acts, errors or omissions of user and/or the bounce house company arising out of the setup, use or operation of the bounce house, to the extent caused, in whole or part, by the willful misconduct, negligent acts or omissions of user and/or the bounce house company which occurs related to the setup, use or operation of the bounce house. **THE DISTRICT IS NOT RESPONSIBLE OR LIABLE FOR ANY DAMAGE TO THE BOUNCE HOUSE OR INJURY TO USERS OF THE BOUNCE HOUSE OR OTHER SIMILAR INFLATABLES. USER AND BOUNCE HOUSE COMPANY ACKNOWLEDGE THAT MOUNTAIN WEATHER CAN CHANGE QUICKLY AND WILL HAVE AN EMERGENCY PLAN IN PLACE TO RESPOND TO SEVERE WEATHER EVENTS.**

This policy may be amended from time to time without notice as determined appropriate by the District Director and the Summit County Council.

TENNIS AND PICKLEBALL INSTRUCTION: *amended January 23, 2019, March 3, 2021*

Approved tennis and pickleball instructors may use District tennis courts at Trailside and Willow Creek Parks for private paid instruction, subject to the requirements of this policy. This policy applies to independent contractors.

Approved Instructors: The District requires that all tennis/pickleball instructors providing lessons be pre-approved by the District. Instructors must reserve court space online.

Court Use: Courts are available on a first-come, first-served basis for use by the general public and by approved instructors, subject to a one (1) hour time limit if anyone is waiting to use the court. Private paid instruction is permitted on only one (1) court per site at a time and approved instructors may not teach back-to-back lessons if anyone is waiting to use the court. A subsequent lesson, even if to a different client, is prohibited if another party is waiting. No private paid instruction will be allowed on the courts when District camps or clinics are scheduled.

Fees: Instructors must pay the District a “court-use fee” when instructing clients. The court-use fee is due at the first of the month. The fee will be evaluated and adjusted annually as appropriate.

Maximum Lesson Size: All lessons must be capped at a 1-3 ratio (one instructor to a maximum of three clients). Should an instructor have more than three (3) clients on the court, written approval from the District must be acquired prior to the lesson.

Insurance: Instructors must provide the District with current insurance and name the District as an additional insured. The certificate of insurance is required before instruction is allowed and is to be kept on file at the Trailside Administrative Office. The District reserves the right to request updated proof of insurance at any time.

Certifications: The District does not require instructors to be certified, it is up to the hiring individual to seek certified instructors if desired.

If at any time an instructor is found not following the rules, the instructor will no longer be allowed to instruct on District courts.

HOT AIR BALLOONS: *amended January 22, 2020, March 3, 2021*

All hot air balloon operators wanting to launch on District property must submit an application. A damage deposit and non-refundable application processing fee may be required at the time an application is submitted. The District reserves the right to adjust fees.

Each year, the District specifies certain dates that will not be available for balloons to launch at Trailside Park Upper Parking Lot. An applicant must contact the District Administrative Office for a list of prohibited dates for that year.

Insurance: The District requires all applicants carry a policy of General Commercial Liability Insurance. The District requires that each applicant obtain insurance in the amount of no less than two million dollars (\$2,000,000) per each occurrence and no less than four million dollars (\$4,000,000) aggregate on each policy. The District must be named as an additional insured on the Certificate of Liability insurance Endorsement. Such endorsement shall provide that such insurance coverage is primary and not contributory to any insurance policy maintained by the District. If alcohol will be served (see conditions below), a liquor liability endorsement is also required. A copy of the policy must be provided to the District by April 15th.

Right to Deny: The District reserves the right to reject an application based on past performance of facility use including, but not limited to: failure to follow the District’s policies. Failure to follow any of the District’s policies may also result in (1) the revocation of the right to use and (2) financial responsibility for park, trail and/or amenity damage, including but not limited to: signs, restrooms, trailheads, benches, and park facilities.

Allowable Limits: Only two (2) hot air balloons may launch from the Trailside Park location at a time. A launch deadline of **no later than 7:00am will be in place from May through September** and a launch deadline of **no later than 9:00am will be in place from October through April**.

Parking Lot Use: Trailside Park Upper Parking Lot is the only permitted launch location. The first ten (10) parking stalls on the left as you enter the parking lot must be left open for patrons of the park. Balloon launch site should be back in the parking lot closer to the

cul-de-sac area. A launch deadline of **no later than 7:00am will be in place from May through September** and a launch deadline of **no later than 9:00am will be in place from October through April**.

Alcohol: No person shall possess or use any alcoholic beverages on District property except as allowed by a permit issued by the County Manager and with prior written approval of the District Director. The District must receive a copy of the County Manager’s approval before any launches with alcohol take place.

Drugs: No person shall possess or use any illegal drugs on District property.

Vehicles: There is to be no parking or driving on trails, in parks, in open space or on any area maintained by the District at any time.

Supervision: During the period of time that the balloon is inflated or deflating, the applicant or his agent or employee shall be present at the site to ensure that the appropriate safety measures for the protection of the public are taken.

Emergency Landings: Any emergency landing on District property must be reported to the District Administrative Office within twenty-four (24) hours. If there are more than three (3) emergency landings by one (1) company, it will lose its access privileges for the season.

Conduct: No person shall engage in fighting, riotous, threatening or indecent conduct or use any abusive, threatening, profane, or indecent language while on park property. Verbal or physical abuse of District staff will not be tolerated. Anyone violating this regulation will be asked to leave the grounds immediately.

Damage and Clean up: The applicant shall be liable for any damage (other than ordinary wear and tear) resulting to the parking lot(s), field(s), including pavilions, restrooms and improvements adjacent to the fields, by either the applicant or its clients. The applicant shall leave the parking lot(s) in a clean and orderly condition. All trash shall be disposed of properly.

Indemnity: Applicant agrees to indemnify, defend and hold the District, its officers and employees harmless from any and all claims, losses, costs (including attorneys’ fees) and other liability because of injury to persons or property arising as a result of or in connection with applicant actions, except to the extent such claims, losses, costs and other liability result solely from the negligent acts or omissions of the District.

Sponsorship: The applicant shall not represent or imply that the District in any way sponsors, supports or endorses its business without the express written consent of the District Director.

Contacts: Should conflicts or questions arise during a launch please contact the District’s appointed Staff.

DOG POLICY IN PARKS

Users will respect the facilities and other users by keeping all pets off the game field and five (5) yards beyond any game sideline or end line. Dogs must be leashed (six foot (6’) leash maximum) and under the control of the owner. Owners must be “in possession” of the dogs (physically holding on to the leash) and dogs may not be tethered to trees or park equipment. Pet owners are responsible for all actions of their dogs (cleaning up after their animal, biting, rough play, etc.) and also must abide by the rules of Summit County, with the specific exception that a physical leash is required on fields due to the nature of the activities on the fields. Owners must be present with their pets at all times in off leash areas which are provided at a number of parks (dogs cannot be left unattended in the dog parks). No pets are permitted on synthetic turf fields.

The District is not responsible for the actions of any dog or owner and reserves the right to ask an owner to remove his/her pet, and self, if any of the above rules are violated.

**CHAPTER 3
FIELDHOUSE POLICIES**

FIELDHOUSE USE POLICY: *amended January 23, 2019, January 22, 2020, March 3, 2021*

Definitions:

1. **Resident Pass:** Daily, Monthly, Annual or Punch Pass with associated fees adopted by the District Board and offered to those living or working in Summit County.
2. **Non-Resident Pass:** Daily or Punch Pass with associated fees offered to visitors of Summit County.
3. **Senior Citizen Pass:** Discounted pass with associated fees for those sixty (60) years and over.
4. **Stakeholder:** Any team or organization within the Park City School District (“PCSD”) boundaries that utilizes District facilities and meets the criteria below. If a team or organization fails to meet any of these criteria, it will no longer be considered a stakeholder and will no longer be entitled to stakeholder consideration for use:
 - a. At least seventy-five percent (75%) of the team or organization’s participants reside in the PCSD.
 - b. Stakeholders work toward equitable facility use for all organizations or teams through full attendance at periodic stakeholder organizational meetings, and through resolving problems on site.
5. **For-Profit:** A business or other organization whose primary goal is making money, or a profit. For profit applies to money changing hands in connection with the event in the facility, whether this is in the form of a sale, an entry fee, or a fee previously paid to user (e.g., a class fee), not to whether the user actually makes a profit.

Fees: The Board shall adopt administrative fees from time-to-time to offset the costs associated with these policies and programs.

The District may alter, change, and/or add any rules it deems necessary to provide the public and all citizens of the Snyderville Basin area high quality and safe facilities. Failure to follow District policies could result in: (1) revocation of passes or privileges, (2) financial responsibility for damages, and/or (3) the loss of use of any District facility.

General Policies

The District believes that it is in the best interest of all users to define scheduling priorities for use of the Fieldhouse.

1. Programs and special events sponsored by the District will take first priority.
 - a. In accordance with the CC&R’s of the Newpark Development Agreement, the District will utilize the Fieldhouse facility for ten (10) days per calendar year for non-athletic events such as concerts and conventions.
2. Stakeholder games/practices will take second priority.
 - a. Reservations by stakeholder groups may be submitted up to six (6) months in advance. Schedules will be confirmed within two (2) weeks of the time the reservation is submitted.
 - b. All PCSD UHSAA sanctioned sports will be given priority from 3-5pm on Mondays – Thursdays during the school year.
 - c. Reservations for stakeholder activities may be submitted on an ongoing basis and will be scheduled according to space availability and user history.
3. Non-resident groups will take third priority.
 - a. Reservations for non-resident groups may be submitted up to three (3) months in advance. Schedules will be confirmed within two (2) weeks of the time the reservation is submitted.
4. A Fieldhouse Use Application and Agreement must be submitted to the District at the time the reservation is made.
 - a. **Deposits:** Reservations require a fifty percent (50%) deposit at the time of reservation confirmation.
 - b. **Final Payment:** Final payment for facility use is due twenty-four (24) hours prior to occupancy. Special final payment arrangements will be considered at the request of stakeholder groups reserving large blocks of time.
 - c. **Cancellations:** If the applicant cancels a reservation seven (7) or more days prior to the date reserved, a full credit/refund will be issued. If a reservation is cancelled less than seven (7) days prior to the date reserved, only the deposit will be returned. Credits or refunds of the remaining fees will NOT be issued. If, due to unforeseen circumstances, a cancellation is initiated by the District, the reservation holder will be given a one hundred percent (100%) refund for that specific date or the District will provide a credit toward a mutually agreed upon future reservation.

5. Proof of local status is required for advanced reservations and to qualify for local user fees.
6. Reservations will be configured in one to two (1-2) hour blocks. All groups are encouraged to arrive on time and leave the facility immediately following their scheduled time.
7. To the extent possible, District personnel will schedule with consideration given to the most efficient use of the facility. For example, baseball and softball may be block scheduled to utilize batting cages.
8. Reservation schedules will be posted on site and online weekly.
9. Person(s) or groups securing a reservation will be responsible for clean-up, breakage, damage or vandalism. An additional fee will be charged for damage or additional staff clean up as needed.
10. Church and civic groups are subject to the same Resident and Non-resident fees published in the Fieldhouse Fee Schedule. The District does not consider fee waivers.
11. Regulations:
 - a. **Events Outside Normal Hours of Use:** Extra staff costs will be charged for reservations before or after facility hours.
 - b. **Supervision:** All person(s) or groups holding a reservation shall provide supervision at all times. Supervisors(s) must identify themselves as such to District personnel.
 - c. **Conduct:** No person shall engage in fighting, riotous, threatening or indecent conduct or use any abusive, threatening, profane or indecent language while on Fieldhouse property. Verbal or physical abuse of District staff or coaches, players, and spectators associated with the various users will not be permitted. Anyone violating this regulation will be asked to leave the facility immediately.
 - d. **Modifications:** Any modification to the facility must first be approved by the District, including but not limited to placement of soccer or lacrosse goals or any temporary structures.
 - e. **Damage and Clean-Up:** The reservation holder shall require that all persons it is responsible for (coaches, players, spectators, and others) use the space in a safe, prudent, and responsible manner and only for its usual and intended purpose. The reservation holder shall leave the facility in a clean and orderly condition. All trash shall be disposed of properly.
 - f. **Sponsorship:** The reservation holder shall not represent or imply that the District in any way sponsors, supports, or endorses the activity for which the facility is to be used without the express written consent of the District Director.
 - g. **Concessions:** All concessions and fundraising activities conducted on or adjacent to facilities rented in this agreement shall be subject to licensing and permitting through Summit County.
 - h. **Alcohol:** No person shall possess or use any alcoholic beverages within the Fieldhouse except as allowed by a permit issued by the County Manager and with the prior written approval of the District Director.
 - i. **Drugs:** No person shall possess or use any illegal drugs on Fieldhouse property.
 - j. **Pets:** With the exception of certified and designated service animals, no pets allowed unless permitted by special event.
 - k. **Noise:** The reservation does not grant permission to amplify sound or music unless approved by District staff.
 - l. **Parking:** Parking is not exclusive to Fieldhouse reservation holders.
 - m. **Lost and Found:** The District is not responsible for personal property that is lost or stolen. A "lost and found" is maintained at the Fieldhouse front desk. Items will be kept a maximum of thirty (30) days.
 - n. **Insurance:** User Organization must provide a certificate of insurance to the District prior to using the Fieldhouse. The insurance certificate endorsement must list Snyderville Basin Special Recreation District as an additional insured and provide coverage for a minimum of two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate for bodily injury and property damage. Such endorsement shall provide that such insurance coverage is primary and not contributory to any insurance policy maintained by the District. User Organization agrees to indemnify, defend and hold the District, its officers and employees harmless from any and all claims, losses, costs (including attorneys' fees) and other liability because of injury to persons or property arising as a result of or in connection with User Organization's use of the facilities provided under this policy, except to the extent such claims, losses, costs and other liability result solely from the negligent acts or omissions of the District.
 - o. **Facility Use Policies:** User agrees to follow all District Fieldhouse policies and accepts responsibility for informing agents of the user of their content. It is understood that the information received may be changed or replaced by other policies and procedures that the District may adopt in the future.

FITNESS PASS POLICY: amended January 23, 2019, January 22, 2020, March 3, 2021

Application: Pass holder represents and warrants that all facts stated in his/her application are true and correct and that all children identified therein are legal dependents of the pass holder. The application is incorporated by reference to the agreement.

Payment: All payments to the District are subject to the cancellation policies of the District.

Returned Check Policy: If a check is returned for insufficient funds, the District will submit the check a second time. If the check is returned again, the fitness pass will be terminated and the pass holder will be assessed a handling fee. Pass holder will be required to pay the handling fee prior to acceptance of any future Fieldhouse application.

Fee Guarantee: Pass holder fees may be modified from time to time by the District Board. No fee increase outside the approved fee range will be applicable until both the fitness pass has expired and public notice of the fee increase has been given.

Fitness Pass Cards and Basin App: Pass holder will be issued a card or may download the Basin App to their electronic device, which will entitle the pass holder and appropriate family members to enjoy the benefits of the facility. Pass holder agrees to present the card or use the Basin App for admittance and to be responsible for the proper use of the card and App by all family members. Pass holder agrees that if the card is lost or misplaced, then the pass holder will be required to purchase a replacement card or use the Basin App before being admitted to the facility.

Pass Holder Privileges: Pass holders (including spouse and family members, as appropriate) will be admitted to public areas of the Fieldhouse such as the weight room, indoor track, indoor field and gymnasium, and pool and hot tub (during open play periods) at no additional charge. Batting/golf cages, programs, and field rentals will incur additional fees.

Special Events: Pass holder must recognize that the District is required through contractual agreement to host non-athletic special events no less than ten (10) calendar days per year. During these events, regular Fieldhouse hours may be modified or unavailable. Notice of special events, including modified hours or periods of closure, will be posted in the main lobby.

Rules and Regulations: Pass holder must acknowledge that the Fieldhouse operates under rules and regulations established for the safety and protection of patrons and agree to be bound by such, as well as by rules and regulations subsequently approved and posted or published by the District. Rules and regulations of the District are incorporated into the agreement by reference. Facilities, equipment, hours, service, regulation, and policies are subject to change without prior notice, at the sole discretion of the District, and pass holder agrees to accept such changes as a condition of being a pass holder.

Behavior: Pass holder must acknowledge that Basin Recreation's facilities and programs are public and pass holder's behavior impacts other patrons. Should the pass holder behave in a manner that Basin Recreation management deems inappropriate, including but not limited to behavior that is threatening, dangerous, offensive, unsportsmanlike or obscene, any recreation pass or other indicia of authorization to use Basin Recreation facilities may be revoked or suspended and/or participation in any activity may be prohibited.

Age Restrictions: Pass holder must agree to observe the age limitation of fourteen (14) years of age or older for all equipment and District-run classes both inside and outside the Fieldhouse, specifically excepting youth-related classes.

Pass Holder Responsibility: Pass holder must recognize that there are hazards connected with activities at the Fieldhouse. On behalf of the pass holder, spouse, and any dependent designated in pass holder's applications, pass holder knowingly and voluntarily assumes the risk of such hazards. Pass holder must agree to defend, indemnify, and hold the District and its officers, agents, Board, and employees harmless from and against any and all loss, damage, and expense incurred by reason of any claim or liability based upon personal injury (including death) or property damage arising out of the negligent or intentional action of pass holder or of any spouse or dependent identified on pass holder's application. Pass holder further must agree to release the District and its officers, agents, Board, and employees from any and all liability arising out of injury to pass holder, spouse, or any dependent identified in the application or otherwise supervised by pass holder from and against the same. Pass holder understands that he/she retains complete responsibility for the supervision and safety of the pass holder's child on District property during a fitness class.

Pass Account Holds: Only twelve (12) month passes may be put "on hold" pursuant to a direct request to the facility manager. Holds may be granted for one (1) time only for a minimum of two (2) weeks and a maximum of three (3) months.

Agreement. The signed agreement, pass holder's application, the fee schedule in effect, and the District's rules and regulations in effect and as amended constitute the entire agreement between the pass holder and the District.

PERSONAL TRAINER POLICY: amended January 23, 2019, January 22, 2020

All personal trainers must enter into the specified Independent Contractor Agreement. Under direct supervision from the Fieldhouse Staff, trainers are responsible for representing and maintaining the standards of the District by educating clients on proper technique and safety, and maintaining an enjoyable atmosphere for all patrons and clients. To that end, the District has adopted the following rules and regulations:

1. All trainers must execute the Personal/Athletic Trainer Agreement prior to conducting any training at the Fieldhouse.
2. Trainers MUST sign-in and out at the front desk upon entering and exiting the Fieldhouse. No exceptions.

3. Badges must be worn at all times inside the Fieldhouse. Trainers will not be allowed past the front desk without a badge and it may not be removed until training has ceased.
4. Trainers must pay the facility rental fee prior to running a session(s).
5. Trainers must maintain and clean fitness room and storage area, put away weights and equipment, disinfect cardio machines and mats. Always clean up after yourselves and others.
6. Trainers must be flexible with space and time.
7. Trainers must monitor and record equipment breakdown and maintenance problems. Report any maintenance issues immediately to the Fieldhouse Staff.
8. Trainers must ensure that safety standards are met and that District and facility policies are adhered to.
9. If ALL rules and regulations are not followed; the trainer's privileges may be revoked.

The Board shall adopt administrative fees from time-to-time to offset the costs associated with these policies and programs.

TENNIS AND PICKLEBALL INSTRUCTION: amended January 23, 2019

Approved tennis and pickleball instructors may use District courts at The Fieldhouse for private paid instruction, subject to the requirements of this policy. This policy applies to independent contractors.

Approved Instructors: The District requires that all tennis/pickleball instructors providing lessons be pre-approved by the District. Please contact the District office prior to any instruction on District courts.

Court Use: Courts are available on a first-come, first-served basis for use by the general public and by approved instructors, subject to a one (1) hour time limit if anyone is waiting to use the court. Private paid instruction is permitted on only one (1) court per site at a time and approved instructors may not teach back-to-back lessons if anyone is waiting to use the court. A subsequent lesson, even if to a different client, is prohibited if another party is waiting. No private paid instruction will be allowed on the courts when District camps or clinics are scheduled.

Fees: Instructors must pay the District a "court-use fee" when instructing clients. The court-use fee is due at the first of the month. The fee will be evaluated and adjusted annually as appropriate.

Maximum Lesson Size: All lessons must be capped at a 1-3 ratio (one instructor to a maximum of three clients). Should an instructor have more than three (3) clients on the court, written approval from the District must be acquired prior to the lesson.

Insurance: Instructors must provide the District with current insurance and name the District as an additional insured. The certificate of insurance is required before instruction is allowed and is to be kept on file at the Trailside Administrative Office. The District reserves the right to request updated proof of insurance at any time.

Certifications: The District does not require instructors to be certified, it is up to the hiring individual to seek certified instructors if desired.

If at any time an instructor is found not following the rules, the instructor will no longer be allowed to instruct on District courts.

**CHAPTER 4
SPECIAL EVENT POLICIES**

SPECIAL/RESERVED EVENTS ON DISTRICT FIELDS; *amended January 22, 2020, March 3, 2021*

Hours of Use: Parks are open for use during daylight hours. Special approval from the District must be obtained for use of facilities before or after daylight hours.

Applications: Applications may not be made more than one (1) calendar year prior to the application's event date. Returning events are permitted to apply for the subsequent year immediately following the event, with the understanding that pricing may change. All Field Use applications must include the required application fee at time of submittal. A damage deposit, plus fifty percent (50%) of events fees is due at least sixty (60) days prior the event. The remainder balance of fees is due fifteen (15) days before the event. Properly completed applications will be processed on a first come, first served basis. Non-refundable processing fees will apply.

Right to Deny: Applicants that fail to meet any of the requirements or fill out an incomplete application will not be processed. The District reserves the right to turn down any application based on past performance, including but not limited to failure to follow the rules and regulations pertaining to the policies set forth at the District's discretion. Failure to follow any District policy may result in (1) revocation of the event, and (2) the applicant being held financially responsible for park and/or field damages, including but not limited to signs, restrooms, benches, and parking facilities.

Supervision: All person(s) or group(s) holding a reservation shall provide field supervision at all times. Supervisors(s) must identify themselves as such to District personnel. The applicant shall require that all persons it is responsible for (participants, volunteers, spectators and others) use the field in a safe and responsible manner. The applicant shall be liable for any damage (other than ordinary wear and tear) resulting to the fields, including pavilions, restrooms, trailheads, parking areas, schools, and other District property by either the applicant or the persons it is responsible for.

Conduct: No person shall engage in fighting, riotous, threatening or indecent conduct or use any abusive, threatening, profane, or indecent language while on park property. Verbal or physical abuse of District staff or coaches, players, officials or spectators will not be permitted. Anyone violating this regulation will be asked to leave the grounds immediately.

Field Modifications: Any modification to the field(s) must first be approved by the District, including, but not limited to, placement of soccer goals, changing the shape of fields, or setting up any temporary or permanent structures. No temporary tents may be staked on grass areas without prior approval by the District. Staking of temporary tents is prohibited on synthetic fields.

Temporary Signs: Production and placement of cautionary signage may be required of the event promoter. All signage must be removed from park and field facilities, city and county roads, public or private property within twenty-four (24) hours of the end of the event. Failure to timely remove signage may result in a portion of the damage deposit being withheld. The District and/or the event promoter will post notification of the event one (1) week prior to the event at impacted intersections and access points.

Fees: A damage deposit per field and half of the event fees are due at least sixty (60) days prior to the start of the event. The remaining balance of fees is due fifteen (15) days before the event. The deposit amount will be determined at the sole discretion of the District at the time of approval, with consideration given to the scope and scale of the event and its potential impacts. The damage deposit will be held in a non-interest bearing account. The Board shall adopt administrative fees from time-to-time to offset the costs associated with these events and programs.

Clean-Up: The user shall leave the field(s) and amenities in a clean and orderly condition. All equipment shall be returned to its designated location. All trash shall be collected, packed out, and disposed of properly immediately following the event. Recycling is strongly encouraged. The following items are NOT permitted at any event on the District property: plastic (any type of plastic that has NO number for recycling), all Styrofoam, and wax or plastic-coated paper.

Waste: Dumpsters and portable toilets may be required based on the size and duration of the event. The duration of the event will also determine if there will be a restroom cleaning fee. The number of toilets required is based upon the maximum number at the event during its peak time. The total number of toilets required will be determined on a case-by-case basis.

Damage: The user shall require that all persons it is responsible for (coaches, players, spectators and others) use the field(s) in a safe, prudent and responsible manner and only for its usual and intended purpose. The user shall be liable for any damage (other than ordinary wear and tear) resulting to the field(s) and amenities, including pavilions, restrooms and improvements adjacent to the fields by either the user or persons it is responsible for supervising. The District reserves the right to determine whether or not the deposit will be

returned based on a post-event inspection of the facilities by District staff and compliance with the terms and conditions set forth herein. If needed, field repair and clean-up of facilities will be completed by District staff and charged against the damage deposit at an hourly rate to cover the cost of labor, materials and equipment. If damages exceed the deposit amount, the applicant will be held liable for any remaining costs associated with repair or cleanup.

Insurance: The District requires all applicants to carry a policy of general liability insurance in an amount no less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate. The District must be named as an additional insured on the certificate of liability insurance endorsement. Such endorsement shall provide that such insurance coverage is primary and not contributory to any insurance policy maintained by the District. A copy of the policy must be provided to the District thirty (30) days prior to the field use.

Cancellations: Field use may be cancelled by the applicant up to sixty (60) days prior to the field use date without penalty. For cancellations within sixty (60) days and not less than thirty (30) days prior to the field use, fifty percent (50%) of the fees shall be refunded to the applicant. For cancellations within thirty (30) days and not less than fourteen (14) days prior to the field use, twenty-five percent (25%) of the fees shall be refunded to the applicant. Cancellations made within fourteen (14) days of the event shall not be entitled to refund. Field use cancelled by the District shall result in a full refund of fees.

Sponsorship: The applicant shall not represent or imply that the District in any way sponsors, supports or endorses the activity for which the field(s) is to be used without the express written consent of the District Director.

Concessions: All concessions and fundraising activities conducted on or adjacent to fields rented in this agreement may be subject to licensing and permitting through Summit County.

Alcohol: No person shall possess or use any alcoholic beverages on District property except as allowed by a permit issued by the County Manager and with prior written approval of the District Director.

Drugs: No person shall possess or use any illegal drugs on District property.

Pets: Users will keep all pets off any game field and five (5) yards beyond any game sideline or end line. Dogs must be leashed (six foot (6') leash maximum) and under the control of the owner. Owners must be "in possession" of the dogs (physically holding on to the leash) and dogs may not be tethered to trees or park equipment. Pet owners are responsible for all actions of their dogs (cleaning up after their animal, biting, rough play, etc.) and also must abide by the rules of Summit County, with the specific exception that a physical leash is required on fields due to the nature of the activities on the fields. Owners must be present with their pets at all times in off leash areas which are provided at a number of parks (dogs cannot be left unattended in the dog parks). No pets are permitted on synthetic turf fields. The District is not responsible for the actions of any dog or owner and reserves the right to ask an owner to remove his/her pet, and self, if any of the above rules are violated.

Noise: The permit does not grant permission to amplify sound or music. No amplified music may be played without written District approval.

Parking: Parking is not exclusive to permit holders. No parking is allowed on grass. Cars parked in posted fire lanes or bus turnouts will be ticketed and/or towed. A parking, shuttling from remote sites, and access plan may be required as part of the application. One (1) parking attendant to notify participants and spectators of where to park is required for every parking lot impacted. If parking rules are not followed and/or if cars are parked illegally, the damage deposit will be forfeited.

Fires: Fires on District property are prohibited, with the exception of propane barbecues.

Safety and Emergency Plan: A safety and emergency medical plan may be required as part of this application. All necessary permits must be obtained from the appropriate emergency service providers. At the recommendation of the Park City Fire District, the District may mandate that EMS personnel and an ambulance be on site at the time of the event. This will be determined by the nature and size of the activity.

Additional Permitting: This is not a Summit County permit. The applicant is responsible for acquiring all necessary permits from various government entities, landowners and/or others which may include the following: Summit County Planning and Building Department, Summit County Health Department, Summit County Engineer, Park City Municipal, Park City Police, Utah State Highway Patrol, Park City Fire District and the Summit County Sheriff. Approval by these entities will be required where applicable as part of this process. Applicant must obtain a Mass Gathering Permit from the Summit County Health Department if more than three hundred (300) people are expected for an event.

SPECIAL EVENTS AT TRAILSIDE BIKE PARK & SKATE PARK: amended January 22, 2020, March 3, 2021

The District established these policies for all persons and groups that use Trailside Skate Park and Bike Park trails for special events, and/or commercial outfitting and guiding services. The District requires compliance if events are to be permitted on District-managed trails. The District may alter, change or add any rules it deems necessary to provide the public and citizens of the Snyderville Basin with safe, high quality trails within the Bike Park. Failure to follow these policies or any District policy may result in (1) revocation of the event permit and/or (2) the applicant being held financially responsible for damage to trail amenities such as signs, restrooms, trailheads, benches, parking facilities, etc.

General Policies

Location: Special Events are only permitted at the Trailside Skate Park and Bike Park on the District-designated trails. The District Administrative Office will maintain a current list of designated Bike Park trails.

Event Defined: Activities will be classified as an event if the event has more than ten (10) participants in a twenty-four (24) hour period.

Fees and Charges: All special events conducted at the Skate Park or Bike Park require a permit application fee, event fee and damage deposit. The specific deposit amount is determined in the sole discretion of the District, considering the event impact. Such deposit amount is subject to change after full review of the application and supporting documents. The Board shall adopt administrative fees from time-to-time to offset the costs associated with these events and programs.

Submittal Procedure and Permit Deadlines: Applications may not be made more than one (1) calendar year prior to the application's event date except returning events are permitted to apply for the subsequent year immediately following the event. The required application fee is due at the time of submittal. Applications that have not paid one hundred percent (100%) of the application fee are considered incomplete and will not be processed. All necessary information must be provided for an application to be considered complete. Safety and emergency medical plan and certificate of insurance are also due at the time of application to secure the desired dates. A damage deposit, plus fifty percent (50%) of events fees is due at least sixty (60) days prior the event. The remainder balance of the deposit is due fifteen (15) days before the event. Properly completed applications will be processed on a first come, first served basis.

Security Damage Deposit: A damage deposit must be paid to the District to be held in a non-interest bearing account. The deposit amount will be determined at the sole discretion of the District at the time of approval, with consideration given to the scope and scale of the event and its potential impacts.

Deposit Refund/Forfeit: Trails/parks must be clean of debris, trash, markings and other materials immediately following the event. If needed, trail repair and clean-up will be completed by District staff and charged against the damage deposit at an hourly rate to cover the cost of labor, materials and equipment. The District reserves the right to determine whether or not the deposit will be returned based on a post-event inspection of the course by District officials and compliance with terms and conditions set forth within the special events policy and permit. If damages exceed the deposit amount, the applicant will be held liable for any remaining costs associated with repair or cleanup. The applicant shall require that all persons it is responsible for (participants, volunteers, spectators, and others) use the facilities in a safe and responsible manner. The applicant shall be liable for any damage resulting to the facilities, including signs, restrooms, benches and other improvements adjacent by either the applicant or any person involved in the event. All trash shall be collected, packed out, and disposed of properly immediately following the event. Recycling is strongly encouraged. Damage deposits may be withheld as provided above. The following items are NOT permitted at any event on District property: plastic (any type of plastic that has NO number for recycling), Styrofoam, and wax or plastic-coated paper.

Approval: The Parks Manager and/or District Director must approve all proposed events. If there is a special circumstance that arises with respect to dates, number of allotted events on any given trail, fees charged by District or an exception to trails approved for event use as part of the special events policy and permit, a request may be submitted to the District Director for consideration.

Insurance: If the applicant is an organization, for profit or otherwise, or an individual using the amenity for profit, he applicant will be required to carry a policy of general liability insurance in an amount no less than two million dollars (\$2,000,000) per single occurrence and four million dollars (\$4,000,000) aggregate. The District must be named as an additional insured on the Certificate of Liability Insurance Endorsement. Such endorsement shall provide that such insurance coverage is primary and not contributory to any insurance policy maintained by the District. A copy of the policy must be provided to the District thirty (30) days prior to the event.

Additional Permitting: This is not a Summit County permit. The applicant is responsible for acquiring all necessary permits from various government entities, landowners and/or others, which may include the following: Summit County Planning and Building Department, Summit County Health Department, Summit County Engineer, Park City Municipal, Park City Police, Utah State Highway Patrol, Park City Fire District and the Summit County Sheriff. Approval of these entities will be required where applicable as part of the application process. Applicant must obtain a Mass Gathering Permit from the Summit County Health Department if more than three hundred (300) people are expected for an event.

Safety and Emergency Medical Plan: A safety and emergency medical plan must be submitted as part of this application. All necessary permits must be obtained from the appropriate emergency service providers. At the recommendation of the Park City Fire District, the District may mandate that EMS personnel and an ambulance be on site at the time of the event. This will be determined by the nature and size of the activity. **Helmets are required for all participants for any training, practice, and/or competition run during or before an event occurring at the Trailside Skate Park or Bike Park.**

Parking and Transportation Plan: Parking and access is allowed in designated areas only. A parking, transportation and access plan must be submitted as part of this application. One (1) parking attendant to notify participants and spectators of where to park is required for every fifty (50) people expected at the event. If no parking attendant is supplied, the District will supply one (1) parking attendant for every fifty (50) people in attendance at an hourly rate. This total will be deducted from the security deposit. Parking cones and barricades can be rented from the District.

Right to Deny: Applications that fail to meet the above requirements will not be processed. The District reserves the right to turn down an application based on past performance of an event including but not limited to failure to follow the rules and regulations pertaining to the policies set forth in the special events application.

Cancellation/Reschedule: Events may be canceled by the applicant up to sixty (60) days prior to the event date without penalty. For cancellation within sixty (60) days and not less than thirty (30) days prior to the event, fifty percent (50%) of the permit fee shall be refunded to the applicant. For cancellation within thirty (30) days and not less than fourteen (14) days prior to the event, twenty-five percent (25%) of the permit fee shall be refunded to the applicant. Cancellations made within fourteen (14) days of the event shall not be entitled to refund. Events canceled by the District shall result in a one hundred percent (100%) refund. In the event of extreme weather, poor trail conditions or other scheduling conflicts due to unforeseen circumstances, the event may be cancelled and/or rescheduled in the sole discretion of the District. It is in the applicant's best interest to reschedule if there is inclement weather that creates hazardous conditions for participants or may result in serious damage to the trails and trail amenities.

Regulations

1. **Hours of Use:** The Skate Park and Bike Park are open for use during daylight hours, unless otherwise approved by the District.
2. **Supervision:** All persons associated with the event shall be supervised by the promoter or designee, at all times. The District is not responsible for the actions, inactions, or negligence of the applicant, its agents, designees, volunteers, employees, participants, or spectators.
3. **Conduct:** No person shall engage in fighting, threatening or indecent conduct or use of any abusive, threatening, profane or indecent language while using District trails and amenities. Anyone violating this regulation will be asked to leave the property immediately.
4. **Trail modifications:** Any modifications to the trail(s) must first be approved in writing by the Trails Manager, including but not limited to placement of signs, environmentally friendly race markings, flagging, aid stations or the setting up of any other temporary or permanent structures. Any request for trail modification must be made no less than seventy two (72) hours before the event and, if approved, such modification will only be made by the District's Trail Department unless written permission is granted by the Trails Manager. Permanent course markings are prohibited.
5. **Motorized Vehicles:** **Motorized vehicles are PROHIBITED** in the Skate Park and Bike Park without written consent from the Trails Manager or District Director. On a case-by-case basis, District owned vehicles may be able to assist events where needed.
6. **Waste:** Dumpsters and portable toilets may be required based on the size and duration of the event. The duration of the event will also determine if there will be a restroom cleaning fee. The number of toilets required is based upon the maximum number at the event during its peak time. The total number of toilets required will be determined on a case-by-case basis.
7. **Sponsorship:** The applicant shall not represent or imply that the District in any way sponsors, supports, or endorses the activity for which the trails are to be used without the express written consent of the District Director.

- 8. **Concessions:** All concessions and fund-raising activities conducted on or adjacent to trails events shall be subject to licensing and permitting through Summit County and approval from the individual property owners.
- 9. **Alcohol:** No person shall possess or use any alcoholic beverages on District property except as allowed by a permit issued by the County Manager and with prior written approval of the District Director.
- 10. **Pets:** Dogs must be leashed and under the control of the owner at all times.
- 11. **Noise:** The permit does not grant permission to amplify sound or music. Special permission may be granted by the District based on the type of event, time and place an event occurs. All events must comply with the Summit County Noise Ordinance.
- 12. **Lost and Found:** The District is not responsible for personal property that is lost or stolen. A “lost and found” is maintained at the District office, 5715 Trailside Drive. Items will be kept a maximum of thirty (30) days.
- 13. **Temporary Signs:** Production and placement of cautionary signage may be required of the event promoter. All signage must be removed from park, city and county roads, public or private property within twenty-four (24) hours of the end of the event. Failure to timely remove signage may result in a portion of the damage deposit being withheld. The District and/or the event promoter will post notification of the event one (1) week prior to the event at impacted intersections and access points.

Terms and Conditions

- 1. Applicant shall be solely responsible for loss or damage to property or injury or death of any person or persons arising out of, or connected in any way with the use of District trails. The applicant shall require that all persons it is responsible for (participants, volunteers, spectators and others) use the park in a safe and responsible manner.
- 2. Applicant accepts the condition of the trails prior to and for the duration of the event and hereby agrees to indemnify and hold harmless the District, its directors, officers, agents, employees and representatives from and against any and all claims, damage, loss, expense, injury or death and from all causes of action or causes of suit arising out of or connected directly or indirectly with the use of the facilities by the applicant.
- 3. Applicant shall reimburse the District for all damages to the facilities and/or property resulting from such use other than ordinary wear and depreciation.
- 4. Applicant agrees to obey all rules and regulations of the District.
- 5. Applicant shall provide adequate supervision and shall be responsible for improper conduct of the volunteers, employees and participants during the event.
- 6. Applicant agrees that permission to use the facilities and any permit is revocable by the District at any time.

SPECIAL EVENTS ON DISTRICT TRAILS: *amended January 22, 2020, March 3, 2021*

The District established these policies for all persons and groups that use District trails for special events, and or commercial outfitting and guiding services. The District requires compliance if events are to be permitted on District-managed trails. The District may alter, change or add any rules they deem necessary to provide the public and citizens of the Snyderville Basin with safe, high quality trails. Failure to follow these policies or any District policy may result in (1) revocation of the event permit, and/or (2) the applicant being held financially responsible for trail damages, including damage to trail amenities, signs, restrooms, trailheads, benches, parking facilities, etc.

General Policies

Location: Special Events are only permitted on trails identified by the District. Please contact the District Administrative Offices for the current list of permitted trails.

Allowable Limits: Events may not occur back-to-back weekends on each of the trail systems identified above, excluding events directly sponsored or co-sponsored by the District.

Event Defined: Activities will be classified as an event if such as more than ten (10) participants in a twenty-four (24) hour period.

Fees and Charges: All Special Events conducted on District trails require a permit application fee, trail fee and deposit for the use. The Board shall adopt administrative fees from time-to-time to offset the costs associated with these events and programs.

Fees for use of open space lands will be determined on the user group classification, the amount of impact and anticipated number of people, participants plus spectators, on the land for the event.

DUMPSTERS / PORTAPOTTIES, IF NEEDED, ARE THE RESPONSIBILITY OF THE EVENT APPLICANT.

NOTE: Public trails *will not* be closed for events. Production and placement of cautionary signage may be required of the event promoter. District staff and/or event promoter will post notification of the event one (1) week prior to the scheduled event at trailheads, intersections and access points that are directly impacted. Permanent course markings are prohibited. Local and Out-of-Area For Profit Nordic and Snowshoe events will be charged an hourly grooming fee after completion of the event. Upon request, a trail may be groomed prior to the event at an hourly rate.

Submittal Procedure and Permit Deadlines: Applications may not be made more than one (1) calendar year prior to the application's event date. The application fee is due at time of submittal. Applications that have not paid one hundred percent (100%) of the application fee are considered incomplete and will not be processed. Properly completed applications will be processed on a first come, first served basis. All applicable information listed below must be provided as part of the application and for an application to be considered complete. A deposit, plus fifty percent (50%) of the trail fees is due sixty (60) days prior to the event. The remainder of the balance of trail fees is due fifteen (15) business days before the event. Letters of permission, safety and emergency medical plans and certificate of insurance is also due at the time of application to secure the desired dates. All proposed events must comply within the boundaries as described by the District.

Letters of Permission: The applicant must obtain a letter of permission from each property owner impacted by the event. Special events must occur on trail corridors as directed by the District.

Security Damage Deposit: A damage deposit must be paid to the District to be held in a non-interest bearing account. The deposit amount will be determined at the sole discretion of the District at the time of approval, with consideration given to the scope and scale of the event and its potential impacts.

Deposit Refund/Forfeit: Trails must be clean of debris, trash, markings and other materials immediately following the event. If needed, trail repair and clean-up will be completed by District staff and charged against the damage deposit at an hourly rate to cover the cost of labor, materials and equipment. The District reserves the right to determine whether or not the deposit will be returned based on a post-event inspection of the course by District officials and compliance with the terms and conditions set forth within the special events policy and permit. If damages exceed the deposit amount, the applicant will be held liable for any remaining costs associated with repair or cleanup.

Approval: The Trails & Open Space Manager and/or District Director must approve all proposed events. If there is a special circumstance that arises with respect to dates, number of allotted events on any given trail, fees charged by District or an exception to trails approved for event use as part of the special events policy and permit, a request may be submitted to the District Director for consideration.

Insurance: If the applicant is an organization, for profit or otherwise, or an individual using the amenity for profit, the applicant will be required to carry a policy of general liability insurance in an amount no less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate. The District must be named as an additional insured on the Certificate of Liability Insurance Endorsement. Such endorsement shall provide that such insurance coverage is primary and not contributory to any insurance policy maintained by the District. A copy of the policy must be provided to the District thirty (30) days prior to the event.

Additional Permitting: This is not a Summit County permit. The applicant is responsible for acquiring all necessary permits from various government entities, landowners and/or others which may include the following: Summit County Planning and Building Department, Summit County Health Department, Summit County Engineer, Park City Municipal, Park City Police, Utah State Highway Patrol, Park City Fire District and the Summit County Sheriff. Approval by these entities will be required where applicable as part of the application process. Applicant must obtain a Mass Gathering Permit from the Summit County Health Department if more than three hundred (300) people are expected for an event.

Safety and Emergency Medical Plan: A safety and emergency medical plan must be submitted as part of this application. All necessary permits must be obtained from the appropriate emergency service providers. At the recommendation of the Park City Fire District, the

District may mandate that EMS personnel and an ambulance be on site at the time of the event. This will be determined by the nature and size of the activity.

Parking and Transportation Plan: Parking and access is allowed in designated areas only. A parking, transportation and access plan must be submitted as part of this application. One (1) parking attendant to notify participants and spectators of where to park is required for every fifty (50) people expected at the event. If no parking attendant is supplied, the District will supply one (1) parking attendant for every fifty (50) people in attendance at an hourly rate. This total will be deducted from the security deposit. Parking cones and barricades can be rented from the District.

Right to Deny: Applications that fail to meet the requirements will not be processed. The District reserves the right to turn down an application based on past performance of an event including, but not limited to, failure to follow the policies set forth in the special events application.

Cancellation/Reschedule: Events may be canceled by the applicant up to sixty (60) days prior to the event date without penalty. For cancellation within sixty (60) days and not less than thirty (30) days prior to the event, fifty percent (50%) of the permit fee shall be refunded to the applicant. For cancellation within thirty (30) days and not less than fourteen (14) days prior to the event, twenty-five percent (25%) of the permit fee shall be refunded to the applicant. Cancellations made within fourteen (14) days of the event shall not be entitled to refund. Events canceled by the District shall result in a one hundred percent (100%) refund. In the event of extreme weather or other scheduling conflict due to unforeseen circumstances, the event may be rescheduled pending approval from the District and affected landowners. It is in the applicant's best interest to reschedule if there is inclement weather that creates hazardous conditions for participants or may result in serious damage to the trails and trail amenities.

Regulations

1. **Hours of Use:** Trails are open for use during daylight hours, unless otherwise approved by District officials.
2. **Supervision:** All persons associated with the event shall be supervised by the promoter or designee, at all times. The District is not responsible for the actions, inactions, or negligence of the applicant, its agents, designees, volunteers, employees, participants, or spectators.
3. **Conduct:** No person shall engage in fighting, threatening or indecent conduct or use of any abusive, threatening, profane or indecent language while using District trails and amenities. Anyone violating this regulation will be asked to leave the property immediately.
4. **Trail modifications:** Any modifications to the trail(s) must first be approved in writing by the District, including but not limited to placement of signs, environmentally friendly race markings, flagging, aid stations or the setting up of any other temporary or permanent structures. **Permanent course markings are prohibited.**
5. **Damage and Clean up:** The applicant shall require that all persons it is responsible for (participants, volunteers, spectators, and others) use the trails in a safe and responsible manner. The applicant shall be liable for any damage resulting to the trails, including signs, restrooms, benches and other improvements adjacent to the trails by either the applicant or the persons it is responsible for. All trash shall be collected, packed out, and disposed of properly immediately following the event. Recycling is strongly encouraged. Damage deposits may be withheld as provided above. The following items are NOT permitted at any event on District property: plastic (any type of plastic that has NO number for recycling), Styrofoam, and wax or plastic-coated paper.
6. **Waste:** Dumpsters and portable toilets may be required based on the size and duration of the event. The duration of the event will also determine if there will be a restroom cleaning fee. The number of toilets required is based upon the maximum number at the event during its peak time. The total number of toilets required will be determined on a case-by-case basis.
7. **Sponsorship:** The applicant shall not represent or imply that the District in any way sponsors, supports, or endorses the activity for which the trails are to be used without the express written consent of the District
8. **Concessions:** All concessions and fund-raising activities conducted on or adjacent to trails events in this agreement shall be subject to licensing and permitting through Summit County and approval from the individual property owners.
9. **Alcohol:** No person shall possess or use any alcoholic beverages on District property except as allowed by a permit issued by the County Manager and with prior written approval of the District Director.
10. **Pets:** Dogs must be leashed and under the control of the owner at all times.
11. **Noise:** The permit does not grant permission to amplify sound or music. Special permission may be granted by the District based on the type of event, time and place an event occurs. All events must comply with the Summit County Noise Ordinance.
12. **Lost and Found:** The District is not responsible for personal property that is lost or stolen. A "lost and found" is maintained at the District office, 5715 Trailside Drive. Items will be kept a maximum of thirty (30) days.

13. **Temporary Signs:** Production and placement of cautionary signage may be required of the event promoter. All signage must be removed from trails, city and county roads, public or private property within twenty-four (24) hours of the end of the event. Failure to timely remove signage may result in a portion of the damage deposit being withheld.

Terms and Conditions

1. Applicant shall be solely responsible for loss or damage to property or injury or death of any person or persons arising out of, or connected in any way with the use of District trails. The applicant shall require that all persons it is responsible for (participants, volunteers, spectators and others) use the park in a safe and responsible manner.
2. Applicant accepts the condition of the trails prior to and for the duration of the event and hereby agrees to indemnify and hold harmless the District, its directors, officers, agents, employees and representatives from and against any and all claims, damage, loss, expense, injury or death and from all causes of action or causes of suit arising out of or connected directly or indirectly with the use of the facilities by the applicant.
3. Applicant shall reimburse the District for all damages to the facilities and/or property resulting from such use other than ordinary wear and depreciation.
4. Applicant agrees to obey all rules and regulations of the District.
5. Applicant shall provide adequate supervision and shall be responsible for improper conduct of the volunteers, employees and participants during the event.
6. Applicant agrees that the use of the facilities and this permit shall be revocable by the District at any time.

PARK ROOM RENTAL: amended January 23, 2019, January 22, 2020, March 3, 2021

Terms & Conditions

1. The Park Room is available to government organizations, private citizens of the Snyderville Basin, charitable and nonprofit organizations, and other groups when the room is not being used by the District or its various committees and boards. Reservations will be accepted according to priority of use and fee schedule adopted by the District.
2. District use takes priority. The District will work with parties that have long-term sequential rentals in the event of a conflict.
3. The Park Room will not be available for purely social functions (birthday parties, receptions, etc.).
4. The individual who applies for a reservation must be at least eighteen (18) years old and will be responsible for those in attendance and the care of the room and furnishings. The District will hold the applicant financially liable for any damage to District property that occurs during the meeting. Failure to comply with the general rules below may result in loss of damage deposit and denial of future meeting room use for both the applicant and the group using the room.
5. Set up and clean-up is the responsibility of the reservation holder and is to be done by the applicant during the reservation period. Applicant must notify the District in advance if removal of tables and chairs is requested.
6. Groups are responsible to keep and leave the area clean or forfeit their damage deposit. Excess garbage must be bagged and deposited in park dumpsters.
7. Use of microphones and other standard audio visual equipment is permitted within the building during the scheduled time providing their use does not interfere with District business activities. All audio/visual equipment must be provided by the applicant.
8. Light refreshments (beverages, cookies, sandwiches, etc.) are allowed.
9. No person shall possess or use any alcoholic beverages on District property except as allowed by a permit issued by the County Manager and with prior written approval of the District Director.
10. No unlawful activities, inappropriate use of the room, or inappropriate conduct will be tolerated. Users will be required to vacate the premises for any violation. Future privileges may be revoked should any of these activities occur.
11. The District is not responsible for personal property that is lost or stolen. A "lost and found" is maintained at the Trailside Administrative Office. Items will be kept for a maximum of thirty (30) days.
12. The following guidelines are provided to assist patrons in caring for the building while they enjoy its amenities:
 - a. No glitter or paint is to be brought into the building unless flooring covering is provided by the applicant.
 - b. No open flames in or out of the building. This includes burning candles, potpourri, incense, etc.
 - c. The applicant is responsible for provision of dishes, utensils, dishtowels, napkins, tablecloths, etc.
 - d. Children under eighteen (18) years of age must be under the supervision of an adult.
 - e. Nothing may be fastened or affixed to the walls, ceilings, or floors in any manner. No nails or tacks in the woodwork or walls.
 - f. Removal of pictures, plaques and other objects for the purpose of redecorating is prohibited.

- g. The applicant is responsible to leave the room in a clean, orderly condition. This includes returning chairs and tables to an orderly arrangement, picking up and disposing of garbage, and removal of any tape.
 - h. If thermostat has been adjusted, return setting to sixty-five (65) degrees.
 - i. Meeting room and interior/exterior lights must be turned off.
13. Building keys may be picked up no earlier than two (2) business days prior to the reservation.
14. User must lock and check exterior doors to be sure the building is secure.
15. User must place key in key box near exit door after hours or return to office staff.

PAVILION RENTAL: amended January 23, 2019; January 22, 2020, March 3, 2021

Terms & Conditions

- 1. The District will accept park pavilion reservations beginning April 1 for time between May 15-October 15 of the current year. Reservations must be made twenty-four (24) hours in advance.
- 2. All park pavilion reservations must be paid for before the date and time can be reserved..
- 3. The Applicant must reserve sufficient time for set-up and clean-up during the reservation period.
- 4. Groups are responsible to keep and leave the area clean or forfeit their damage deposit. Excess garbage must be bagged and deposited in park dumpsters.
- 5. In an effort to provide more opportunities for park users to make reservations, multi-day pavilion rental requests will not be granted.
- 6. In the event of inclement weather that causes the event to be cancelled in its entirety, the applicant may apply for a refund within seven (7) days of the cancelled event.
- 7. No amplified music may be played without prior approval by the District.
- 8. No temporary tents may be staked on grass areas.
- 9. Dogs must be leashed. Dog owners are responsible for clean-up after their pets. Dogs may not be tethered to trees or park equipment.
- 10. The District is not responsible for personal property that is lost or stolen. A "lost and found" is maintained at the Trailside Administrative Office. Items will be kept for a maximum of thirty (30) days.
- 11. Motorized vehicles may NOT be driven within any park. District trails are also intended for non-motorized use only.
- 12. Before any concessions shall be permitted, a license or permit shall be approved and purchased through Summit County.
- 13. Fires within park boundaries are prohibited, with the exception of propane barbeques provided by the Applicant.
- 14. Overnight camping is prohibited within park boundaries, unless prior written approval from the District is received.
- 15. No person shall carry or discharge firecrackers, rockets, or any other explosives within park boundaries. Firearms are prohibited with the exception of law enforcement personnel engaged in official duties.
- 16. No person shall possess or use any alcoholic beverages on District property except as allowed by a permit issued by the County Manager and with prior written approval of the District Director.
- 17. No person shall engage in fighting, threatening, or indecent language while on park property.
- 18. No person shall possess or use illegal drugs within the park boundaries.

FIELDHOUSE SPECIAL EVENT POLICIES: amended January 23, 2019, January 22, 2020, March 3, 2021

Definitions:

1. **Special Event:** Any proposed activity that is deemed by the Fieldhouse Manager to be a non-traditional use of the Fieldhouse facility. Special Event reservations will be subject to additional review and more elaborate permitting requirements.
2. **Private Groups, Local:** Groups comprised of citizens that reside within the combined jurisdictions of the District and the incorporated area of Park City.
3. **Private Groups, Out of Area:** Groups comprised of individuals residing outside the combined jurisdictions of the District and the incorporated area of Park City.

The Board shall adopt administrative fees from time-to-time to offset the costs associated with these policies and programs.

Purpose

The District Board established these policies for all persons and groups that use the Fieldhouse facilities for Special Events. The District may alter, change, and add any rules it deems necessary to provide the public and all citizens of the Snyderville Basin area high quality and safe facilities. Failure to follow these policies or any District policy could result in (1) the revocation of programs or special event privileges for the individual or group, (2) financial responsibility of the individual or user group for damages, and/or (3) the loss of use of any District facility.

Scheduling & Reservations

The District believes that it is in the best interest of all users to define scheduling priorities for use of the Fieldhouse.

1. Programs and special events sponsored by the District will take first priority. In accordance with CC&R's of the Newpark Development, the District will utilize the Fieldhouse facility for a minimum of ten (10) days per calendar year for non-athletic events such as concerts and conventions.
2. Reservations for Stakeholder activities will take second priority. A **Stakeholder is defined as** any team or organization within the Park City School District (PCSD) boundaries that utilizes District facilities and meets the criteria below. If a team or organization fails to meet any of these criteria, it will no longer be considered a stakeholder and will no longer be entitled to stakeholder consideration for facility use:
 - a. At least seventy-five percent (75%) of the team or organization's participants reside in the PCSD.
 - b. Stakeholders work toward equitable facility use for all organizations or teams through full attendance at periodic stakeholder organizational meetings, and through resolving problems on site.
 - c. Stakeholder activities may be submitted on an ongoing basis and will be scheduled according to space availability and user history.
 - d. Tournaments and qualified special events may be scheduled up to twenty-four (24) months in advance, in accordance with the special events application and polices set forth below.
3. Reservations for Local Private Groups (non-stakeholders) will take third priority. Scheduling requests may be submitted up to four (4) months in advance. Schedules will be confirmed within two (2) weeks of the time the reservation is submitted.
4. Reservations for Out-of-Area Private Groups will take fourth priority. Reservations for non-resident groups may be submitted up to three (3) months in advance. Schedules will be confirmed within two (2) weeks of the time the reservation is submitted.
5. Special Events Application and Review Policies.
 - a. Applications for special events must be submitted no less than one hundred twenty (120) days prior to the day of the event.
 - b. Applications will not be considered more than twenty-four (24) months in advance.
 - c. The Fieldhouse Manager may reject the application if it is determined to be in conflict with historically high demand days, dates, and/or times when the facility is being used for its intended purpose in serving District constituents.
 - d. The application may be recommended for further review by the Fieldhouse Manager to the following:

1. District Board
 2. Newpark Owner's Association Review Committee
 3. Park City Fire District
 4. Summit County Planning for applicable permitting when a request is made for any of the following: temporary structures such as tenting, outdoor vendors, banners, exterior lighting, parking demand in excess of space available, and high traffic volumes.
 - e. A favorable decision on the application will not be made until the applicant has acknowledged that it is able to comply with all stipulations set forth in the review for the special event use.
6. A Fieldhouse special event application must be submitted for non-standard uses and the applicant may be subject to more extensive application submittals and additional fees.
- a. **Deposits:** Special events require a fifty percent (50%) deposit at the time of reservation confirmation.
 - b. **Final Payment:** Final payment for the event is due forty-eight (48) hours prior to the event. Special final payment arrangements will be considered at the request of stakeholder groups reserving large blocks of time.
 - c. **Cancellations:** If the applicant cancels a reservation seven (7) or more days prior to the date reserved, a full credit/refund will be issued. If a facility reservation is cancelled less than seven (7) days prior to the date reserved, only the deposit will be returned. Credits or refunds of the remaining fees will NOT be issued. If, due to unforeseen circumstances, a cancellation is initiated by the District, the reservation holder will be given a one hundred percent (100%) refund for that specific date or the District will provide a credit toward a mutually agreed upon future reservation.
7. Proof of local status is required for advanced reservations and to qualify for local user fees.
8. Reservations will be configured in one (1)-hour blocks. All groups are encouraged to arrive on time and leave the facility immediately following their scheduled time.
9. Person(s) or groups securing a reservation will be responsible for clean-up, breakage, damage or vandalism. An additional fee will be charged for damage or additional staff clean up as needed.
10. All non-profit organizations regardless of affiliation are subject to the same Private Group fees published in the District Fieldhouse Fee Schedule. The District does not consider fee waivers.
11. Regulations.
- a. **Hours of Use:** Fieldhouse hours established by the District shall be posted on site and on the District website. For reservations before or after posted operating hours, an extra staff charge will apply.
 - b. **Supervision:** All person(s) or groups holding a reservation shall provide supervision at all times. Supervisors(s) must identify themselves as such to District personnel.
 - c. **Conduct:** No person shall engage in fighting, riotous, threatening or indecent conduct or use any abusive, threatening, profane or indecent language while on Fieldhouse property. Verbal or physical abuse of District staff or coaches, referees, players, and spectators associated with the various users will not be permitted. Anyone violating this regulation will be asked to leave the grounds immediately.
 - d. **Modifications:** Any modification to the facility must first be approved by the District, including but not limited to placement of soccer or lacrosse goals or setting up of any temporary structures.
 - e. **Damage and clean-up:** The reservation holder shall require that all persons for whom it is responsible (coaches, players, spectators, and others) use the space in a safe, prudent, and responsible manner and only for its usual and intended purpose. The reservation holder shall leave the facility in a clean and orderly condition. All trash shall be disposed of properly.
 - f. **Sponsorship:** The reservation holder shall not represent or imply that the District in any way sponsors, supports, or endorses the activity for which the facility is to be used without the express written consent of the District Director.
 - g. **Concessions:** All concessions and fund-raising activities conducted on or adjacent to rented facilities shall be subject to licensing and permitting through Summit County.
 - h. **Alcohol:** No person shall possess or use any alcoholic beverages within the Fieldhouse except as allowed by a permit

issued by the Summit County and with the prior written approval of the District Director.

- i. **Drugs:** No person shall possess or use any illegal drugs on Fieldhouse property.
- j. **Pets:** No pets allowed unless permitted by special event.
- k. **Noise:** The reservation does not grant permission to amplify sound or music unless approved by District staff. Events shall not violate the Summit County Noise Ordinance.
- l. **Parking:** Parking is not exclusive to Fieldhouse reservation holders.
- m. **Lost and Found:** The District is not responsible for personal property that is lost or stolen. A “lost and found” is maintained at the Fieldhouse front desk. Items will be kept a maximum of thirty (30) days.

Events that expect large traffic volumes should plan to provide traffic/parking management.

It is the applicant’s responsibility to contact agencies that may be involved in the permit, inspection, sales, convenience, or assistance process connected with the event. Those agencies may include, but not be limited to: Park City Fire Service District, Summit County Planning Department, Summit County Health Department, Summit County Sheriff, Summit County Commission, and Alcoholic Beverage Control Commission.

Applicant/organization must provide a certificate of insurance to the District prior to using the Fieldhouse. The insurance certificate endorsement must list the District as an additional insured and provide coverage for a minimum of two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate. Such endorsement shall provide that such insurance coverage is primary and not contributory to any insurance policy maintained by the District. This insurance requirement will not apply to small groups hosting birthday or similar parties with twenty-five (25) participants or less. All applicants/organization, regardless of size, must indemnify, defend and hold the District, its officers and employees harmless from any and all claims, losses, costs (including attorneys’ fees) and other liability because of injury to persons or property arising as a result of or in connection with applicant/organization’s use of the facilities except to the extent such claims, losses, costs and other liability result solely from the negligent acts or omissions of the District.

The person signing for the applicant must be authorized to bind its organizations. The applicant will inform its organization officials of the terms of this permit and shall require them to abide by its terms. Any amendment, modification, termination, or rescission affecting the permit shall be made in writing and signed by the parties. The applicant/organization shall not assign or transfer any rights under this permit without first obtaining the prior written consent of the District.

The applicant/organization acknowledges that the District’s responsibility in scheduling the Fieldhouse is solely to provide coordination between reservation holders. The District will make every attempt to provide unencumbered times for use during the reservation period.

The applicant/organization must agree to follow all District Fieldhouse Policies. The applicant/organization must acknowledge receipt and understanding of the District’s Fieldhouse Policies, and accept responsibility for informing agents of the applicant/organization of their content. It is understood that the information received may be changed or replaced by other policies and procedures that the District may adopt in the future.

Applicant must assume complete responsibility for individuals involved with the applicant/organization (whether employees or volunteers).

CHAPTER 5

RECREATION PROGRAM POLICIES

CONCUSSION AND HEAD INJURY POLICY

UCA Title 26, Chapter 53, the “Protection of Athletes with Head Injuries Act” requires an amateur sports organization to adopt and enforce a concussion and head injury policy and inform a parent or legal guardian of the policy and obtain the parent’s or legal guardian’s signature acknowledging that the parent or guardian of the child has read, understands, and agrees to abide by the policy before permitting a child to participate in a sporting event.

The following language shall be on all program waivers:

I understand that concussions and head injuries are risks associated with any sporting event. I agree to abide with a District official’s decision to remove my child from a sporting event if the official suspects my child has sustained a head injury or concussion. I also agree prior to my child resuming participation in District sporting events that my child shall be evaluated by a qualified health care professional who is trained in the evaluation and management of concussions (having successfully completed a continuing education course in the evaluation and management of concussions within the three (3) years preceding the evaluation) and shall provide to the District a written statement signed by the qualified health care professional clearing the child to resume participation in sporting events.

I acknowledge that I have read, understand, and agree to abide by, the concussion and head injury policy.

ASSUMPTION OF RISK POLICY

An Assumption of Risk Agreement must be completed in order to participate in any District program or activity held on District property.

In signing such agreement, participants and/or guardians of participants will acknowledge that there are foreseeable and unforeseeable risks and other hazards inherent in the activities of the organization, which may expose the participant to illness, injury or death and certify that he or she freely and voluntarily participates or allows participation in the organization’s activities with the knowledge of the danger involved, including, without limitation, the hazards of bodily injury associated with the field surface, including any artificial surface, and hereby agrees to assume and accept any and all risk of injury or death.

The participant or guardian/parent will also acknowledge that the District is not an insurer of participant’s behavior, actions, or participation in the organization, or the activities of the organization, and that the District assumes no liability whatsoever for personal injuries or property damages to participant or to third persons arising out of participation in the organization or the organization’s activities. Participant or guardian/parent must agree to release, waive, covenant not to sue, indemnity and hold harmless the District, and all of the District’s officers, employees and agents (collectively the “Releasees”) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by participant or loss or damage to any property belonging to participant arising out of or related to participation in the organization or such organization’s activities, excepting only such loss, damage, or injury as may be caused by the sole negligence of any Releasee.

Participant or guardian/parent must agree that the venue of any lawsuit arising out of or related to participation in the organization or organization’s activities shall be in Summit County, Utah and that the agreement will be governed by and construed in accordance with the laws of the State of Utah, without application of any principles of choice of law.

Participant must warrant that he or she does not have any medical conditions that would prevent participation in organization or organization’s activities or which create unacceptable risk of harm to participant or to others.

Participant must have adequate health insurance to cover the costs of treatment in the event of any injury.

Participant must agree to pay any attorneys’ fees or costs incurred by the District in enforcing the agreement.

CAMPS

Purpose: The District established these policies for the protection of District camp program participants. The District may alter, change, and add any rules it deems necessary to provide for the health, safety and welfare of campers.

Counselor Background Checks

1. All counselors will be subject to comprehensive nationwide background checks, including E-Verify.
2. Criminal history will be researched, including correction records, arrest records, court records, SSN verification and Sex Offender Registry.
3. The results of the background check will be held as confidential.

Driver Training, Driving Record Check and District Vehicle Use

1. The District will require the driving records of all counselors that will be transporting campers.
2. All drivers will be twenty-one (21) years of age or older and will be required to complete a defensive driving class provided by the District and participate in training in fifteen (15)-passenger van safety and driving.
3. Compliance with District policies regarding vehicle use for camp programs, in addition to the District’s overall Vehicle Use Policy, shall be enforced:
 - A. No employee using medication that may impair performance shall operate a motor vehicle or engage in safety-sensitive functions while on duty for the District.
 - B. In compliance with the Utah Indoor Clean Air Act, smoking is not permitted in District facilities. The District also prohibits smoking in District-owned vehicles.
 - C. Camp counselors employed by the District are prohibited from using cellular phones while driving any District vehicle when the vehicle is in motion.
 - Use of a cellular phone when driving any District vehicle in the transport of camp participants is cause for disciplinary action, up to and including termination.
 - Cellular phones may be used when the driver has safely pulled off the side of the road and placed the vehicle in park.
 - D. Operators and passengers in a business-use vehicle equipped with seat belts must wear them when the vehicle is in operation, and all employees operating vehicles shall observe all local traffic laws.
 - E. Employees shall keep the agency vehicles clean, presentable, and serviceable.

Money Handling: Counselors will be trained in District procedures to handle on-site camper registrations. All on-site camper registrations will be through credit card or check payments only. Counselors shall not accept cash payments.

Counselor Training: Counselor Training will be conducted by the District for all new hires. Ongoing communication between counselors and their supervisor(s) and continued education/training will be provided in the form of daily and/or weekly meetings which will address and support these areas:

1. District expectations of counselors with regard to professionalism and courtesy.
2. Managing behavior of children.
3. Managing parental expectations.
4. District Policies and Procedures.

Counselor Ratios: The District has established the following ratios representing the maximum number of campers to counselors to ensure adequate supervision of camp participants:

- | | |
|------------------------------------|------------------------------------|
| 1. Field Trip Camp | 6:1 to 9:1 (depending on activity) |
| 2. Sports Camps | 12:1 |
| 3. Youth camps 4 to 6 years of age | 6:1 |
| 4. Summer Blast Camps | 10:1 |

Camps Activities – Program Content

1. Camp counselors will be trained in risk management and safety as it relates to facilities and program activities.
2. Travel camp programs require due diligence research. The Recreation Coordinator, or designee, will research the safety record of outfitters or other recreation service providers to make a determination that a proposed activity is safe for all program participants. Activities that include use of any aircraft or other properties in connection with aviation activities are prohibited.

CODE OF CONDUCT FOR CAMPS

All parents must acknowledge and sign the following:

I hereby pledge to provide support, care and encouragement for my child participating in camp programs by following this code of ethics and following the Camp Rules:

Camp rules:

- ✓ NO BULLYING- The District will not tolerate any form of bullying.
 - First offense- Parent will be notified and child will be put on probation
 - Second offense- Child will be suspended for 1-5 days
 - Third offense- Child will be expelled from camp indefinitely
- ✓ Be respectful- Respect counselors and other campers.
- ✓ Participate-More participation=More FUN!
- ✓ No IPADS or valuables from home. - The District is not responsible for lost, stolen, or damaged items.
- ❖ I will encourage my child to participate in activities planned by the staff.
- ❖ I will do my best to know in advance the locations of the camps and the needs of the campers.
- ❖ I will support and respect the camp staff.
- ❖ I will always address any issues with instructors or staff in a respectful manner. I will refrain from abusive or threatening language. My failure to do so could result in my inability to participate in any District programs or events.

DISTRICT'S PARENT CODE OF CONDUCT

The District is committed to providing positive and safe environments for all its participants. At each of the facilities and fields, the District asks that parents remember to conduct themselves in a positive, supportive and respectful manner. Anyone violating these regulations will be asked to leave the grounds immediately and future participation may be jeopardized.

All parents must acknowledge and pledge to provide support, care and encouragement for their child participating in recreation programs by following this code of ethics:

- ❖ I will encourage good sportsmanship by demonstrating positive support for all recreation participants, instructors and staff at every program or event.
- ❖ I will place the emotional and physical well-being of my child ahead of any personal desire to excel.
- ❖ I will provide support for instructors and staff working with my child throughout the season to provide a positive and enjoyable experience.
- ❖ I will remember that the youth programs are for children and not for adults.
- ❖ I will do my very best to make attendance at recreation programs a fun and enriching experience for my child.
- ❖ I will learn the rules of the game and the policies of the league.
- ❖ I will teach my child to play by the rules and to resolve conflict without resorting to hostility or violence.
- ❖ I will not engage in any unsportsmanlike conduct with any official, coach, player or parent.
- ❖ I realize that the coaches and staff are donating their time and efforts for the enjoyment of youth and I will promise to respect their decisions.
- ❖ I will always address any issues with instructors or staff in a respectful manner. I will refrain from abusive or threatening language. My failure to do so could result in my inability to participate in any District programs or events.

PARENT SELF CHECKLIST

By registering a child in a District program, parents must sign the following pledge to follow the rules below and exercise good judgment regarding personal conduct during youth programs.

1. **Punctuality.** I will be on time or early when dropping off my child for camp. Some camps include a field trip, and dropping my child off late is unfair to the other campers and the facilities who are expecting our arrival. I understand the importance of picking up my child on time from all activities. Doing so shows respect for the counselors and instructors, who have other time commitments. Being on time tells my child that he or she is my top priority. **I agree to pay a late fee for every 15 minutes I am past late pick-up (5:00pm).** If there is an extraordinary situation, I agree to contact the summer camp director to make the necessary arrangements.
2. **Preparation.** I know that it is my responsibility to find out what materials will be needed for each day's activities and will prepare my child with the appropriate items. Materials may include lunch, water, a towel and swimsuit, athletic shoes, etc. The District will not provide any materials unless stated otherwise in the program description.
3. **Respect.** I understand the rights and privileges of others should be respected. If I have a problem with a counselor, or I feel that any staff member has breached his or her responsibility, I will discuss it with a supervisor instead of directly confronting the individual.
4. **Good Attitude.** I understand the importance of setting a good example of sportsmanship to my child by showing respect for all involved in the program, including other campers, parents, counselors, officials, and other staff members. I understand that my attitude can greatly affect my child's experience. I will refrain from making negative comments in the presence of my child. I understand that such comments plant a seed, which can negatively influence my child's motivation, overall experience, and future participation in sports and social activities.
5. **Purpose of Sports.** I understand that the top three reasons kids play sports are to have fun, make new friends and learn new skills. I understand that the game is for the kids—not for me, my guests, our city, or our school—and I will encourage my child to have fun and keep sport in its proper perspective. I understand that athletes do their best when they are emotionally healthy, so I will be positive and supportive.

Drop Off / Pick Up: Parents must park in the designated area. Some schools will tow vehicles parked in restricted areas.

End of each day: Parents must clean up after campers and are responsible for checking the child's personal items at drop-off and pick-up to ensure they have not forgotten anything.

Fieldhouse: For programs held in the Fieldhouse, campers must observe rules for using the facility.

All parents must also sign a Physician Authorization for Medication/Treatment.

Illness Policy:

A child may not participate in summer camp if he/she has any of the following symptoms:

- Fever (Participants must be fever free for 24 hours in order to return.)
- Any contagious disease such as strep throat, pink eye, chicken pox, etc.
- Vomiting
- Serious/hard coughing or difficulty breathing
- Rash/ Sores
- Diarrhea
- Mucus or pus from red eyes
- Thick drainage from the nose
- Sore throat

If a child becomes ill during the program, a staff member will try to contact a parent or authorized person to pick up the child.

Emergencies: If a child has an accident, injury or emergency while at summer camp that requires medical treatment by a health care provider, a staff member will immediately notify the child's parents.

Discipline Policy: The following are guidelines used when disciplinary action becomes necessary due to unacceptable behavior:

1. Step 1: Warning for specific unacceptable behavior and parent notified.
2. Step 2: Parent/Guardian conference to discuss corrective action and consequences for future incidents.

3. Step 3: Suspension for one to two (1 to 2) scheduled days of the program and/or the remainder of the day. (NO REFUND FOR SUSPENSION DAYS)
4. Step 4: Removal from the program. Repeated aggressive/inappropriate behavior with more than one (1) suspension will result in removal from program at the discretion of the Recreation Manager.

Some actions will result in an automatic suspension or dismissal from the program. Parents/Guardians will be contacted immediately to pick-up their child from the program. The participant will be suspended for the following day(s) and/or dismissed from the program as appropriate. The following are actions that will result in automatic suspension or dismissal:

1. Showing extreme disrespect or disruption (abusive language)
2. Damaging the recreation site, school, bus or supplies or stealing property
3. Endangering another child or staff verbally (threats) or physically (hitting, spitting, acts of bullying, biting, throwing objects, etc.)

Electronics and cell phones: All electronics and cell phones should be left at home. If a parent feels that his/her child needs a phone at camp, the District will require it to be put away except in an emergency situation. The District will not be responsible for any lost or damaged items.

SCHOLARSHIPS

The District is committed to providing recreational opportunities to all children in the community, regardless of ability to pay.

To receive a scholarship:

1. Applicant must submit a completed Scholarship Application and indicate eligibility for free or reduced school lunch program.
2. For all recreation programs and for each week of camp, the applicant is still responsible for a nominal payment.
3. Scholarships are available for travel camps if space is available. Applicant is responsible for paying for the District's hard costs of the camp.
4. Any costs for which the Applicant is responsible for must be paid at the time of registration.
5. If the applicant is not eligible for the free or reduced lunch program, whether or not a scholarship is granted will be determined on a case-by-case basis by the Recreation Manager.