

**Combined Annual Meeting Between the Stansbury Service Agency Board
of Directors, The Greenbelt Service Area Board of Trustees and the
Recreation Service Area Board of Trustees Agenda**

Date: Tuesday, January 16, 2024

Location: 1 Country Club Drive, STE 1, Stansbury Park, UT 84074

Time: 7:00 PM

Order of Business

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Sheriff Report
5. Fire Chief Report
6. Public Comment

Staff Updates and Reports

1. General Manager Updates

Action Items

1. 2024.01.01 A
 - a. Board Review and Possible Approval of January 3rd, 2023, Work Meeting
2. 2024.01.02 A
 - a. Report from Board Hiring Committee for GM position.
 - b. Discussion and Possible Decision to offer GM Position to Selected Candidate
3. 2024.01.03 A
 - a. Selection of Stansbury Service Agency Board Chair, Treasurer, Clerk and Committees for 2024.

Stansbury Recreation Service Area Meeting

Action Items

1. 2024.01.04 A
 - a. Discussion and Possible Approval of January 3, 2024, Stansbury Recreation Service Area Board of Trustees Minutes
 - b. Selection of Stansbury Recreation Service Area Board of Trustees Chair for 2024

Stansbury Greenbelt Service Area Meeting

Action Items

1. 2024.01.05 A
 - a. Discussion and Possible Approval of January 3, 2023, Stansbury Greenbelt Service Area Board of Trustees Minutes
 - b. Selection of Stansbury Greenbelt Service Area Board of Trustees Chair for 2024

Stansbury Service Agency Board of Directors Business Meeting

Action Items (Continued)

6. 2024.01.06 A
 - a. Discussion and Possible Approval of Amended 2024 Board Meeting Schedule
7. 2024.01.07 A
 - a. Possible Ratification of previously approved 2024 Fee Schedule
 - b. Possible Ratification of previously approved 2024 Administrative Policies
 - c. Possible Ratification of previously approved Employee Benefit Package
8. 2024.01.08
 - a. Board Discussion and Possible Approval of Contract for "Picnic in the Park" Business
9. 2024.01.09
 - a. Discussion and organization of committee to establish Audit Committee.
10. 2024.01.10
 - a. Presentation of RAISE Grant Proposal 2023 Out brief and 2024 Bid Potential
 - b. Public Comment
 - c. Board Discussion and Possible Direction for 2024 Raise Grant
11. 2024.01.11
 - a. Discussion and Approval of Financials.

Board Member Reports and Discussion Items

Adjourn

Closed Session, as needed, to discuss (a) character, competence, or health of an individual, (b) pending or reasonably imminent litigation, and/or (c) the lease, acquisition or sale of real property.

PUBLIC COMMENT GUIDELINES

- This is the time for residents to express their views in order to inform the board. The board will not engage in dialogue with the public during this time.
- Residents with comments must come to the podium. Please state your name and address for the record.
- Comments are limited to 3 minutes, unless one additional minute is granted by the Chair of the Board. When the time limit has been reached, the Chair will interrupt and ask the resident to be seated.
- If asked for clarification of the comment by a board member the resident will have one minute to clarify their comment.
- Please be respectful of others and keep comments brief so the board can hear from all who would like to comment.

Thank you,

Stansbury Service Agency Board

Combined Annual Meeting Between the Stansbury Service Agency Board of Directors, The Greenbelt Service Area Board of Trustees and the Recreation Service Area Board of Trustees Agenda

JANUARY 16, 2023

Agenda

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 2. Discussion and Possible Decision to offer GM Position to Selected Candidate
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 1. Selection of Stansbury Service Agency Board Chair, Treasurer, Clerk and Committees for 2024.

Stansbury Recreation Service Area Meeting

Action Items

1. 2024.01.04 A
 1. Discussion and Possible Approval of January 3, 2024, Stansbury Recreation Service Area Board of Trustees Minutes
 2. Selection of Stansbury Recreation Service Area Board of Trustees President for 2024

Agenda (continued)

Stansbury Greenbelt Service Area Meeting

Action Items

1.2024.01.05 A

1. Discussion and Possible Approval of January 3, 2023, Stansbury Greenbelt Service Area Board of Trustees Minutes
2. Selection of Stansbury Greenbelt Service Area Board of Trustees President for 2024

Stansbury Service Agency Board of Directors Business Meeting

Action Items (Continued)

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1. Discussion and Possible Approval of Amended 2024 Board Meeting Schedule

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Annual Meeting Requirements

Policy Manual Requires the Following Actions:

- Officers of the Agency and Special Districts are elected.
- Administrative Policies are reviewed.
- Annual fee schedules are reviewed and approved
- Employee Benefits are reviewed and approved
- Schedule of Meetings is approved
- General Manager performance and compensations reviewed
- Annual Training may be conducted as needed

Public Comment

General Manager Updates

GM Updates

Heater Repair

- Needed to be cleaned and restarted
- Filter Replacement added to standard maintenance
- Noted that wiring is chaffed and may present a hazard
- Do we need to set up a maintenance contract for HVAC
- 2 Units 30+ years old (Need Replacement at some point), 1 Newer Unit
 - Move to different type units to reduce cost and ease of maintenance



Leakage in Old Sauna Area

Actions

- Renewal of Liquor License for Golf Course
 - Transferred from Jeff Green to Agency last year
 - Need to develop a Responsible Action Site Plan
 - Layout diagram of Pro Shop
 - Price list
 - Renewal required by 31 Jan
 - Stansbury Days

Equipment Disposal

- Items deemed unrepairable/not cost effective to repair
 - 2 -Grasshopper Mower – deisel-3cylinder
 - Ditchwitch 2300 – gas
 - Mitsubishi Mighty Mac truck w/hydraulic pump bed- gas operated
 - Lakeweed harvester – diesel- Kabota 3 cylinder motor by Aqua Marine
 - Haul trailer for lake weed harvester
- Bid for the lot \$2,000
- Unused Manure Spreader
 - New \$6-8 K
 - 4 years old
 - Bid - \$1,000

GM Updates

Cost Mitigation

Looking at 2024 Grants through County and State to determine which ones we want to apply for.

- Tourism Grant
- Recreation Grant

Potential to Sell Water Rights to a developer

Looking at lease/sell of properties

Adopt a Greenbelt

Update on Disposal of Equipment

- Inoperable Equipment
- Fertilizer Spreader

Cash On-Hand Balances

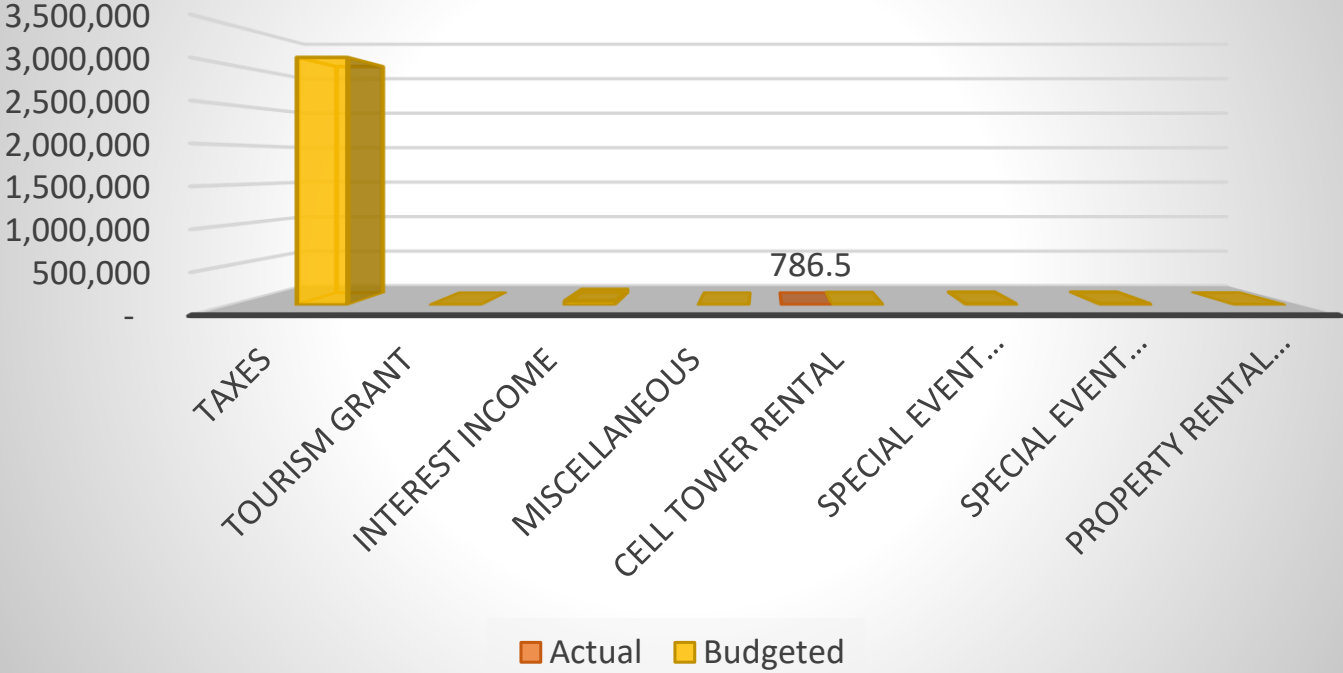
2023 Year End

Operations		IMPACT	
Checking (Zions Bank)	\$19,751.38	Checking (Zions)	\$32,916.03
Checking (Chartway)	\$1,087.11	PTIF	\$993,811.32
Savings (Chartway)	\$5.00		
PTIF	\$1,213,643.00		
TOTAL	\$1,234,486.49		\$1,026,727.35
TOTAL	\$2,261,213.84		

As of 16 Jan 2024

Operations		IMPACT	
Checking (Zions Bank)	\$22,532.78	Checking (Zions)	\$32,916.03
Checking (Chartway)	\$1,087.11	PTIF	\$993,811.32
Savings (Chartway)	\$5.00		
PTIF	\$1,252,749.02		
TOTAL	\$1,276,373.91		\$1,026,727.35
TOTAL	\$2,303,101.26		

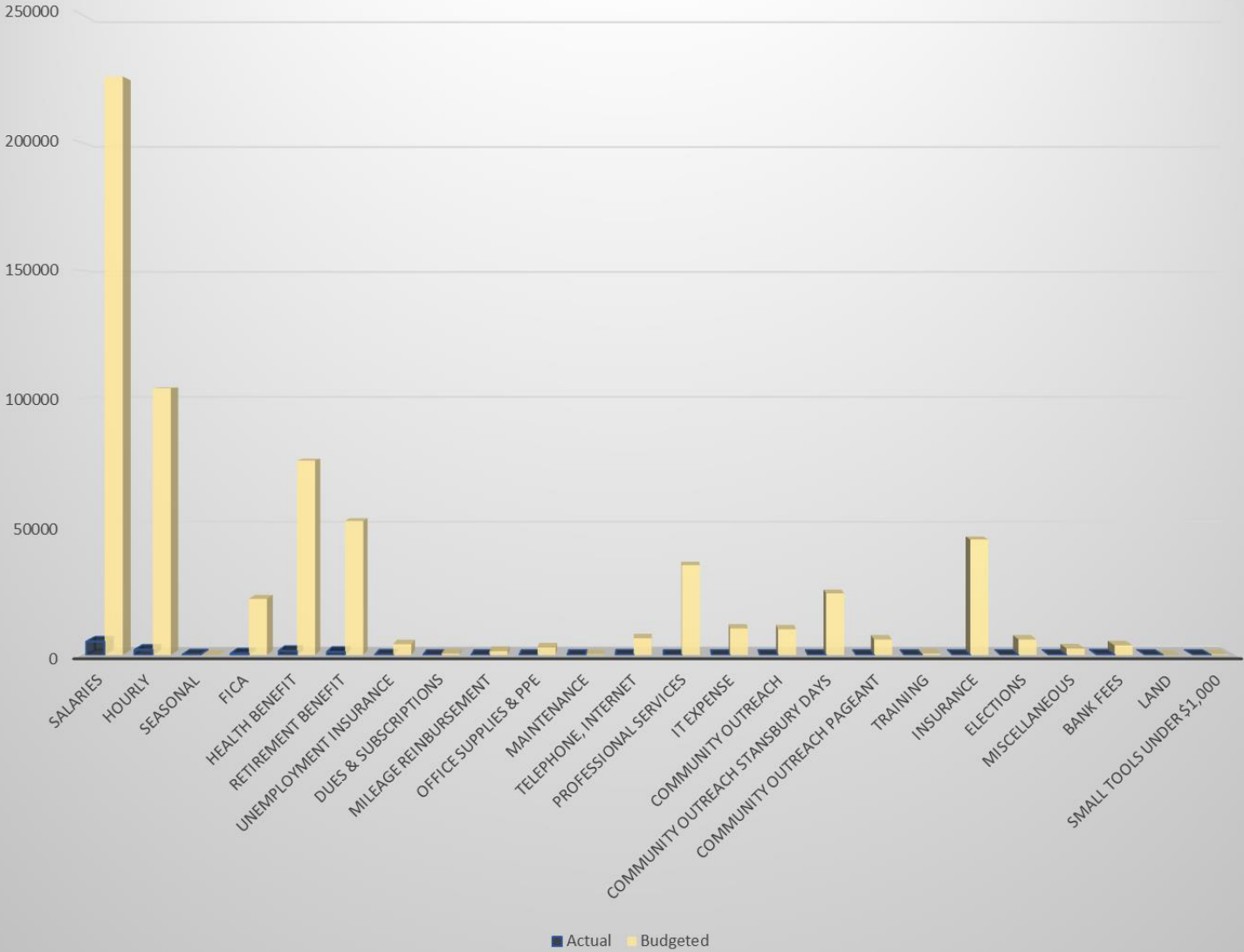
ADMIN REVENUE



Financial Summary

Admin Only

ADMIN EXPENSES

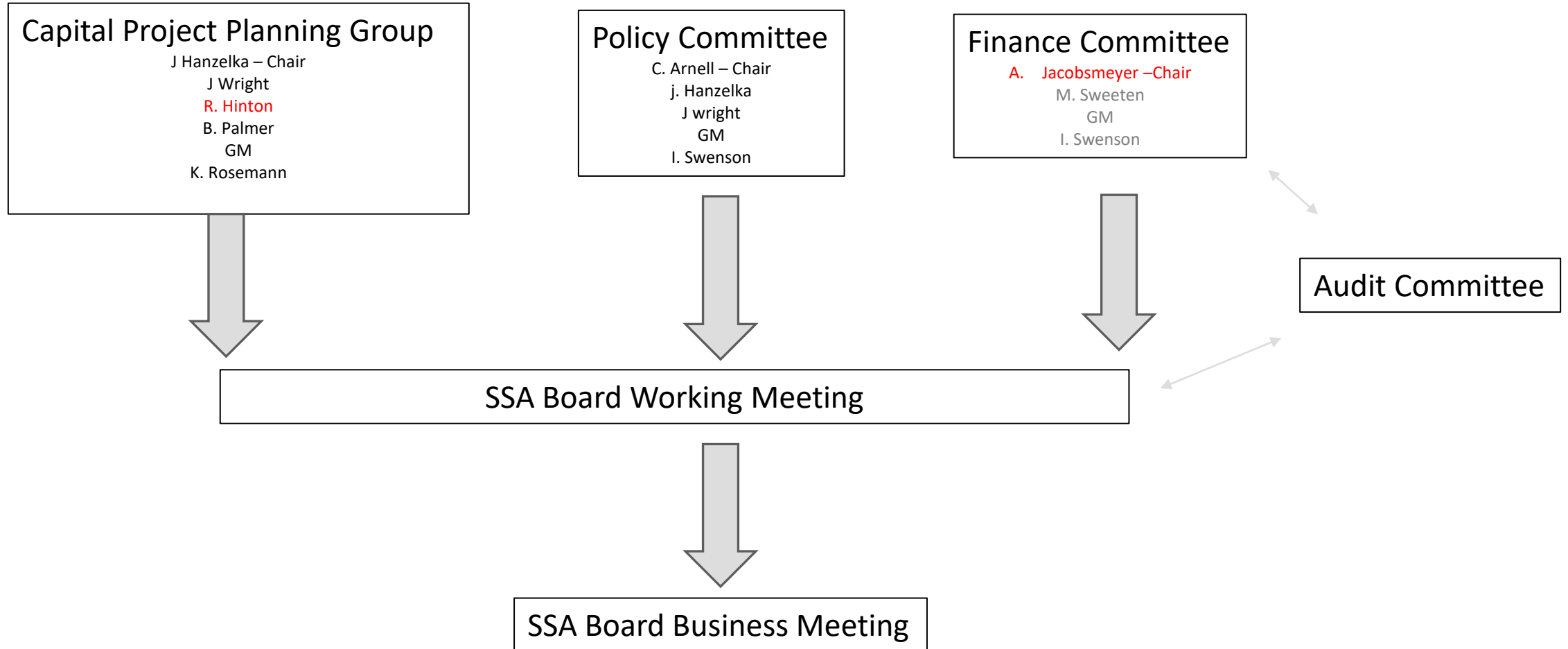


Review of Minutes

Report from Board Hiring
Committee for GM
position.

Selection of Stansbury
Service Agency Board Chair,
Treasurer, Clerk and
Committees for 2024

SSA WORKFLOW CHART



Stansbury Recreation Service Area Meeting

Stansbury Greenbelt Service Area Meeting

Approved 2024 Meeting Schedule

Approved 2024 Meeting Schedule

Date	Meeting
3-Jan-24	Recreation Board Swearing In Ceremony
3-Jan-24	Greenbelt Board Swearing In Ceremony
3-Jan-24	Service Agency Work Meeting-Onboarding
31-Jan-24	Recreation Board Organization
31-Jan-24	Greenbelt Board Organization Meeting
31-Jan-24	Service Agency Business Organization Meeting
14-Feb-24	Service Agency Work Meeting
28-Feb-24	Service Agency Business Meeting
13-Mar-24	Service Agency Work Meeting
27-Mar-24	Service Agency Business Meeting
10-Apr-24	Service Agency Work Meeting
24-Apr-24	Service Agency Business Meeting
8-May-24	Service Agency Work Meeting
22-May-24	Service Agency Business Meeting
12-Jun-24	Service Agency Work Meeting
26-Jun-24	Recreation Board Meeting
26-Jun-24	Greenbelt Board Meeting
26-Jun-24	Service Agency Business Meeting
10-Jul-24	Service Agency Work Meeting
17-Jul-24	Service Agency Business Meeting
14-Aug-24	Service Agency Work Meeting
28-Aug-24	Service Agency Business Meeting
11-Sep-24	Service Agency work Meeting
25-Sep-24	Service Agency Business Meeting
9-Oct-24	Service Agency Work Meeting
23-Oct-24	Service Agency Business Meeting
13-Nov-24	Service Agency Work Meeting
20-Nov-24	Service Agency Business Meeting
4-Dec-24	Service Agency Work Meeting
11-Dec-24	Recreation Service Area Meeting
11-Dec-24	Greenbelt Service Area Meeting
11-Dec-24	Service Agency Business Meeting

Possible Ratification of previously approved 2024 Fee Schedule

Possible Ratification of previously approved 2024 Administrative Policies

Possible Ratification of previously approved Employee Benefit Package

Perfect Picnics

Discussion and organization of committee to establish Audit Committee

Raise Grant

RAISE Grant

-
- Surface Transportation Grant Through DOT
 - Requires Matching Funds
 - Multiple Years to Execute
 - Evaluated on 8 Criteria:
 - Safety
 - Environmental Sustainability
 - Quality of Life
 - Mobility and Community Connectivity
 - Economic Competitiveness and Opportunity, including Tourism
 - State of Good Repair
 - Partnership and Collaboration
 - Innovation
 - 2023 Grant
 - Included Millpond Bridge and Trails
 - Scored 6 Medium, 2 Low
 - Low on Supporting Information, Innovation
 - 2024 Grant Open Through End of February

Discussion and Approval of Financials

Approval of Expenses

The General Manager (or Designee) is Authorized to Approve:

- Payroll and related expenses
- Routine expenses, such as utility bills
- Supplies and Materials
- Emergency repairs the impact the operation, safety or structural integrity of assets

Board Member Reports and Discussion Items

Adjourn

Closed Session, as needed, to discuss (a) character, competence, or health of an individual, (b) pending or reasonably imminent litigation, and/or (c) the lease, acquisition or sale of real property.

2024 Athletic Field Use Fee Schedule

Park	Field Type	Resident Hourly Fee	NonResident Hourly Fee
Brent Rose	Tennis	\$5/court	\$10/court
Brent Rose	Small Box	\$10	\$20
Galley Lane	Small Box	\$15	\$30
Gateway	Small Box	\$10	\$20
Parkview	Large Box	\$30	\$60
Porter Way	Diamond	\$10	\$20
Porter Way	Disc Golf	\$10	\$20
Porter Way	Pickleball	\$5/court	\$10/court
Porter Way	Tennis	\$5/court	\$10/court
Sagers (Entire Park)	Diamond	\$35	\$70
Sandhill	Large Box	\$20	\$40
Village	Large Box	\$40	\$80

2024 Stansbury Cemetery Fee Schedule

Right to Burial		Resident	Non Resident
	Plots (Full casket w/vault)	\$600	\$1,200
	Cremation/Infant	\$300	\$600
Open and Close		Resident	Non Resident
Weekday	Full Casket	\$450	\$650
	Baby or Cremation	\$250	\$350
Weekend	Full Casket	\$650	\$750
	Baby or Cremation	\$350	\$400
	Disinterment	\$1,200	\$1,200
	Headstone Setting	\$50	\$50
	Certificate Transfer	\$50	\$50

2024 Clubhouse Schedule Fees ** Friday/Saturday/Sunday

CLUBHOUSE	Resident		Non Resident	
	Hourly (3hr minimum)	Daily	Hourly (3hr minimum)	Daily
Upstairs	\$135	\$695	\$190	\$910
Downstairs	\$135	\$695	\$190	\$910
Entire Building	\$190	\$1,340	\$215	\$1,550
Up front deposit (damage/cleaning)*	\$1,200	\$1,200	\$1,200	\$1,200
Alcohol Fee of \$400	\$400	\$400	\$400	\$400
*\$300 non-refundable				

**sales tax included

2024 Clubhouse Schedule Fees** Monday-Thursday

CLUBHOUSE	Resident		Non Resident	
	Hourly (3hr minimum)	Daily	Hourly (3hr minimum)	Daily
Upstairs	\$110	\$590	\$165	\$805
Downstairs	\$110	\$590	\$165	\$805
Entire Building	\$165	\$1,125	\$190	\$1,390
Up front deposit (damage/cleaning)*	\$1,200	\$1,200	\$1,200	\$1,200
Alcohol Fee of \$400	\$400	\$400	\$400	\$400
*\$300 non-refundable				

**sales tax included

2024 Pool Fee Schedule

SWIMMING POOL	Resident	Non Resident
Daily Admissions	\$4	\$6
Punch Card - 20 visits	\$72	\$108
Season Pass - Individual	\$90	\$135
Season Pass - 2 Individuals	\$150	\$225
Season Pass Family - additional per Individual	\$25	\$40
Pool Party - Sunday - Thursday (2hr min)*	\$100/hr	\$150 /hr
Pool Party - Friday-Saturday (2hr min)*	\$150/hr	\$200/hr
Swim Lessons	\$40	\$40
Swim Team	\$100	\$100

*Open Swim until 6:30 pm. Pool party is from 7-9 pm. Additional hour available from 6-7 pm

2024 Porter Way Park Pavilion & Lakeside Gazebo Fee Schedule

Rental Fees	Resident		Non Resident	
	Half Day (4hrs)	Full Day (8hrs)	Half Day (4hrs)	Full Day (8hrs)
Cleaning/Damage Deposit of \$100	\$50	\$80	\$80	\$120

GOLF COURSE	9 Holes	18 Holes
Weekday - Adult	\$15	\$25
Weekday - Junior	\$8	\$11
Weekend - Adult	\$21	\$30
Weekend - Junior	\$11	\$15
***Cart	\$10	\$15
Clubs	\$11	\$16

* personal cart

** Cart rental

***Use of a cart either owned or course provided.

Season Passes

Season Pass	
Adult Pass walking	\$675
Spouse Pass walking	\$625
Senior 65+ Pass walking	\$525
Junior Pass	\$350
Trail Pass *	\$300
Adult Pass w/cart **	\$1,400
Senior 65+ w/cart **	\$1,200

* personal cart

** Cart rental

***Use of a cart either owned or course provided.

Punch Card

Punch Card - 20 Rounds	Weekday
Weekday No Cart	\$270
Weekday With Cart ***	\$430
Junior no Cart	\$150
Senior 65+	\$235
Senior 65+ with Cart ***	\$385
	Weekend
Weekend no cart	\$375

Weekend w/cart ***	\$550
Junior no cart	\$200
Senior 65+	\$300
Senior 65+ w/cart ***	\$475

* personal cart

** Cart rental

***Use of a cart either owned or course provided.

LICENSE AGREEMENT

(For Temporary Use of the Stansbury Service Agency Park Property)

This License Agreement is a legally binding, non-transferable contract, to be reviewed carefully prior to signing.

THIS LICENSE AGREEMENT (“*Agreement*”) is made and entered into as of Effective Date below, by and between the STANSBURY SERVICE AGENCY (the “*Service Agency*”), acting as the operator of the licensed Premises, as more particularly defined in Section 2 herein, pursuant to interlocal agreement between it and the STANSBURY RECREATION SERVICE AREA (the “*Recreation Service Area*”), a Utah special district, the owner of said premises. The Service Agency and the Recreation Service Area are referred to herein collectively as the “*Licensor*.” The Licensor and the Licensee named in Section 1 below (the “*Licensee*”), are sometimes each referred to herein individually as a “*Party*” and collectively as the “*Parties*.”

DATE: _____ (“Effective Date”).

SECTION 1. LICENSEE INFORMATION

Full Name of Licensee	_____
Address	_____
Telephone No.	_____
Mobile Phone No.	_____
Email Address	_____
If Business/Entity	_____
Contact Person	_____
Responsible Party*	_____
Address	_____
Telephone No.	_____
Mobile Phone No.	_____
Email Address	_____

* Adult responsible to supervise the Event, if other than the Licensee named above.

SECTION 2. LICENSED PREMISES

Licensor is the operator of that certain real property known as the Stansbury Service Agency Park Property, located at #1 Country Club, Stansbury Park, Utah 84074. Stansbury Park Lake Front Green Space is owned by the Stansbury Recreation Service Area and is the subject of this License Agreement (the “*Licensed Premises*”). Licensee hereby acknowledges and agrees that the Clubhouse parking lot shall be available during the License Term for use by the general public in connection with parking for the Stansbury Golf Course, Stansbury Lake, Swimming Pool, and other Service Agency facilities, and other public purposes.

SECTION 3. EVENT/ACTIVITY INFORMATION

Date of the Event	_____
Description of the Event	_____
Anticipated # Guests	_____ (See Section 3, Paragraph 3(d) below).
Hours	Beginning ____ A.M./P.M. Ending ____ A.M./P.M. (Ending not later than Dusk unless specific arrangements are made)

Licensed Facilities to be Used by the Licensee

Other Requirements* _____

* As approved by Licensor (Attach additional pages if necessary).

SECTION 4. LICENSE TERMS

IN CONSIDERATION of the Licensor permitting Licensee to use the Licensed Premises designated in Section 2

above, and for other good and valuable consideration as set forth herein, the Parties mutually agree as follows:

1. Acknowledgments. Licensee represents and warrants that it has inspected the Licensed Premises and is familiar with the boundaries thereof and any hazards situated outside the boundaries, including, with limitation, Stansbury Lake and Stansbury Swimming Pool, and is satisfied, based on its own investigation and review that the Licensed Premises are in good order and repair, clean and satisfactory for its intended use and purposes. Licensee acknowledges that Licensor makes no representations, promises or warranties concerning the suitability of the Licensed Premises for Licensee's use and purposes.

2. Grant of License for Permitted Use; Term; License Fees

(a) Grant of License; Term of License. Licensee desires to use the Licensed Premises for the Event/Activity described in Section 3 above (the "Event" or "Permitted Use"), and Licensor is willing to allow and hereby grants to Licensee the right to enter, occupy and use the Licensed Premises for the Permitted Use, subject to the terms, conditions, limitations and provisions set forth in this Agreement (the "License"), on the date and during the time set forth in Section 3 above (the "License Term"). The Licensed Premises shall only be licensed for use on a "per day" basis.

(b) License Fees. In consideration for Licensee's right to use the Licensed Premises pursuant to this License, Licensee shall pay for amount as described below:

BASE LICENSED FACILITIES USE FEE: 10%

TOTAL LICENSE FEES DUE: \$ _____ (collectively, the "License Fee").

REFUNDABLE DEPOSIT \$ 100.00 per day (Made day before event and refunded after Licensee has been paid 10% of sales made)

Method of Payment: _____ Credit Card, _____ Check* (No. _____), _____ Cash.

* A \$40.00 processing fee will be charged on all returned checks.

The Total License Fee shall be due and payable in full as a condition precedent to the use of the Licensed Premises for the Permitted Use not later than two (2) days following the Date of the Event set forth in Section 3 above (the "Event Date").

3. Use of Licensed Premises. Licensee shall have access to and a license to use the Licensed Premises in conformance with the following:

(a) Access to, Occupancy and Use of the Licensed Premises; Damage Responsibility. Licensee shall have full access to the Licensed Premises during the License Term. Licensee shall only utilize the Licensed Premises during the License Term for purposes reasonably related to the Permitted Use, including, without limitation, weddings, business meetings and conferences, hospitality and marketing functions, theater, etc., as approved by Licensor. Licensor shall have the absolute right to disapprove and not allow the use of the Licensed Premises for any event or activity should it so choose, in its sole discretion. Licensee shall take all actions necessary to restrict access to the Licensed Premises during the License Term to Licensee and its guests, contractors and invitees. Licensee shall be responsible for any and all damages that may occur during the License Term to the Licensed Premises, and to the furnishings, fixtures, equipment and other personal property in and about the Licensed Premises owned by Licensor, its vendors and contractors, except to the extent resulting from the negligence or willful acts of Licensor, its vendors or contractors. Licensee will be responsible to obtain any and all consents, permits and licenses necessary for any event during the License Term.

(b) As-is Condition. Licensee agrees to accept the Licensed Premises at the start of and throughout the License Term in its present condition, "as-is," "where is," "with all faults," and hereby acknowledges that Licensor has no obligation hereunder to make any changes, alterations or modifications to the Licensed Premises.

(c) End of Event Clean-up. Licensee shall be required to clean-up items that Licensee has brought onto all areas within the Licensed Premises (including, without limitation, the patios and the parking lot), and otherwise return the Licensed Premises at the end of the License Term in the same condition that existed at the time of Licensee's entry thereon (the "Required Condition"). Licensee shall promptly repair any and all damage to the Licensed Premises resulting from the Permitted Use so as to fully restore the Licensed Property to the Required Condition.

(d) Use Rules and Policies.

(1) Any music or other sound generated by Licensee or its invitees must be controlled so as to not disturb neighboring residents or businesses, as determined by County noise ordinance

(2) All decorations used within all parks must be self-standing or be able to be affixed to any wall or other surface by tying, or otherwise as approved by Licensor. Licensee shall refrain from: (i) attaching, placing, altering, exhibiting, inscribing, painting or affixing any sign, advertisement, notice or other lettering on any part of the Licensed Premises, (ii) screwing, tacking, bolting or drilling into existing walls at the Licensed Premises, building new walls or floors, and (ii) using glitter, confetti or silk flower petals for decorating or other use. All inside and outside decorations to be used in connection with the Permitted Use shall first be approved by Licensor. Licensee acknowledges that Licensor does not set up or take down any of the Licensed Facilities contracted for in Section 2 or any other decorations utilized by Licensee in connection with the Event.

(3) Use or consumption of Alcohol is strictly prohibited at any of the public parks.

(4) All Pets must be on leash at all times. Pet owners are responsible for the clean-up of pet droppings

(5) Fires, camping, golfing and fireworks are prohibited

(6) Barbeques and/or open-flame cooking are allowed only in designated areas

(7) No littering. Garbage must be placed in designated receptacles or hauled off

(8) The use of any controlled substance on the Licensed Premises is strictly prohibited. If such use occurs, may be required to cover all other additional costs incurred in removing debris or odor from such use.

(9) Licensee shall not bring or allow to be brought upon the Licensed Premises any hazardous, dangerous, flammable or explosive material, including, but not limited to candles, sparklers or fireworks.

(10) Licensee may use reasonable signage in connection with the Permitted Use as approved by Licensor. All signage shall be installed by Licensee as approved by Licensor, and be removed by Licensee at Licensee's sole cost and expense.

(11) Licensee shall give to Licensor immediate notice of any accident, fire or damage occurring on or to the Licensed Premises during the License Term.

(e) Food Served on the Licensed Premises.

(1) Licensee accepts total responsibility and liability for food served on the Licensed Premises in connection with the Permitted Use.

(2) Arrangements for all food items proposed to be served on the Licensed Premises shall be presented to and approved by Lessor not later than two (2) weeks prior to the scheduled Event.

(f) Supervision of Children. **All children must be supervised by Licensee at all times. Licensor shall have no responsibility whatsoever to supervise children or their activities on the Licensed Premises and areas surrounding the Licensed Premises, including, without limitation, Stansbury Lake, Stansbury Swimming Pool, the patios and the parking lot, and shall have no responsibility or liability for their actions. All children must be kept within the Licensed Premises. Licensor is hereby put on notice of the existence of Stansbury Lake and Stansbury Swimming Pool, located just outside of the Licensed Premises, and the dangers associated therewith, and Licensee is warned to govern itself and to warn or otherwise notify Licensee's guests, contractors and invitees accordingly of the inherent dangers and risks arising thereby and to take all necessary precautions.**

(g) Right of Inspection. Licensor and its duly authorized agents shall have the right at all times during the License Term, and any extension thereof, to enter upon the Licensed Premises to inspect the same for compliance with terms and provisions of this Agreement and otherwise at the discretion of Licensor.

4. Waiver, Release and Indemnification.

(a) The Licensee, for himself or herself, his or her spouse, legal representatives, heirs, and successors-in-interest and assigns, hereby knowingly and voluntarily waives, releases and discharges Licensor, and agrees, to the fullest extent permitted by law, to indemnify and hold Licensor, and its officers, employees, agents and volunteers, and each of them (hereinafter collectively referred to as "*Indemnified Parties*"), harmless (i.e. secure, reimburse, and make the Indemnified Parties whole), from, against, or as a consequence of, any and all loss, expense, cost (including, without limitation, attorneys' fees), claim, lawsuit, action, demand, damage, and/or liability imposed or claimed to be imposed upon the Indemnified Parties for bodily injuries, including death, or for damage to property, real or personal, sustained by Lessee, or any of Lessee's guests, invitees and other third parties, on any basis of liability, in tort or otherwise, which arises out of or is attributable in any way to their entry upon, use or occupancy of the Licensed Premises and Licensed Facilities in connection with the Permitted Use, or the exercise of Lessee's rights and privileges under this Agreement between Licensee and Licensor. Licensee knowingly and voluntarily assumes full responsibility for all risks associated with the entry upon, use or occupancy of the Licensed Premises and Leased Facilities by Licensee and its guests, invitees and other third parties.

(b) Licensee acknowledges, understands and agrees that photographic or other images and/or recordings may be taken in connection with the Permitted Use, and agrees that such images and/or recordings may be used by Licensor on social media, or otherwise, for use in planning and booking events and for advertising purposes, unless, and except to the extent that, such use by Licensor is expressly prohibited or otherwise limited by Licensee pursuant to an instrument in writing, signed by Licensor and Licensee, which shall be attached to and made a part of this Agreement; and if such use is not prohibited or limited by Licensee, Licensee hereby voluntarily waives, releases and discharges the Indemnified Parties, and agrees to indemnify and hold the Indemnified Parties, harmless from and against any claim, lawsuit, action, demand, damage and/or liability as a result of the use of such images, photographs, video recordings, and electronic sound recordings, now or in the future, whether that use is known to Licensee or any invitee, guest or other third party entering upon, using or occupying the Licensed Premises and the Licensed Facilities in connection with the Permitted Use. Licensee further waives any right to royalties, or other compensation arising from or related in any way to the use of said images or recordings.

(c) Licensee hereby states that he or she has read and fully understands this Agreement, has had the opportunity to be advised by Licensee's own legal counsel with respect to the terms of this Agreement, and expressly agrees that the waiver, release and indemnity provided for herein is intended to be as broad and inclusive as permitted by the laws of the State of Utah, and that if any portion hereof, for any reason, is held to be invalid or otherwise unenforceable, it is agreed that the remaining terms and provisions hereof shall, notwithstanding, continue in full legal force and effect.

5. Agreement Not a Lease. Licensee hereby acknowledges, understands and agrees that this Agreement confers upon Licensee only a license to enter, occupy and use the Licensed Premises for the Permitted Use during the License Term, and is not intended as (and shall not be deemed to constitute) a lease agreement conferring upon Licensee a leasehold interest in and to the Licensed Premises.

6. Non-waiver. A waiver of any breach or default shall not be a waiver of any other breach or default. Licensor's consent to, or approval of, any act by Licensee requiring Licensor's consent or approval shall not be deemed to waive or render unnecessary Licensor's consent to or approval of any subsequent similar act by Licensee.

7. Force Majeure Termination.

(a) Notwithstanding anything in this Agreement to the contrary, performance by Licensor hereunder shall not be deemed to be in default, and Licensor shall not be subject to liability under this Agreement should any circumstance, situation or occurrence, including but not limited to the following occur: (1) an act of God; (2) wars, insurrections and/or civil disturbance; (3) strikes, lock-outs or other labor disputes affecting Licensor and/or any vendor of Licensor; (4) disasters, natural or otherwise, direct or indirectly affecting any facility at the Clubhouse, including, without limitation, fire, lightning, floods, earthquakes, wind, drought, snow, pestilence or other immobilizing effects of inclement weather, and other natural disasters; (5) shortages or disruption of electrical, gas and other power supplies, water and/or other essential utilities; (6) acts of terrorism or threats of terrorism in the United States, the State of Utah and/or Tooele County as substantiated by government regulations, warnings or advisory notices; (7) epidemics, pandemics, embargoes and/or other disease related causes, including by way of example, but not limitation, Covid-19, SARS, Legionnaires, Swine Flu, and any other disease or affliction, known or not now known, which results in illness of Licensor's workforce or other unavailability of labor and/or any government quarantines, shelter-in-place orders, closures or other mandates, restrictions of directives; (8) governmental (including federal, state and local administrative and legislative) orders, laws, regulations, policies, restrictions, warnings, advisories or recommendations (including, without limitation, those related to disease, quarantine, travel, type and size of gatherings, maximum numbers of attendees at permitted gatherings and other capacity limitations, and/or otherwise; (9) curtailment of transportation including road blockages and closures, and other travel restrictions which would materially and unreasonably affect attendees from having access to the property; and/or (10) any other situation, circumstance or occurrence which is not within Licensor's reasonable control, whether similar or dissimilar to any of the foregoing enumerated situations, circumstances or occurrences, which prevents, hinders, disrupts, suspends, delays or

otherwise impacts any performance required by Licensor under this Agreement. Upon an occurrence of force majeure as defined herein, Licensor shall promptly notify the Licensee, at the address first set forth above, that a force majeure circumstance has occurred and inform Licensee of its anticipated effect on the scheduled Event, including whether and to what extent the Agreement must be terminated, postponed or rescheduled, as set forth in Section 4, Paragraph 7(b) below. If necessary, as determined by Licensor in its sole discretion, Licensor may terminate this Agreement, without liability, due to such situation, circumstance or occurrence. For purposes of this Agreement, "not subject to liability" or "without liability" shall mean that Licensor shall not be found to have breached the Agreement, that there will be no obligation to refund the Security Deposit or any License Fee theretofore paid, and that in no event shall Licensor be liable for any direct, indirect, consequential, compensatory, liquidated or any other damages incurred by Licensee, and that no amounts whatsoever shall be imposed by Licensee against Licensor, or otherwise be due and owing by Licensor to Licensee as a result of any of the circumstances, situations or occurrences set forth herein.

(b) Notwithstanding Section 4, Paragraph 7(a) above, Licensor, in its sole discretion, may agree (i) as an option to termination of the Agreement, to postpone and re-schedule the Event to a different date and/or time, pursuant to the same terms as set forth in this Agreement or otherwise as agreed-to by and between the Parties, and to apply the Security Deposit and any License Fees theretofore paid, less expenses incurred by Licensor in connection with the Event as originally scheduled, to the Event as rescheduled; or (ii) terminate the Agreement and refund to Licensee all or any portion of the Security Deposit and/or any License Fees theretofore paid, less expenses incurred by Licensor in connection with the Event as originally scheduled.

8. Miscellaneous.

(a) The relationship of the Parties hereto is solely that of Licensor and Licensee, and under no circumstances shall the Parties hereto be considered as partners, joint venturers, agents or employees of the other.

(b) By this Agreement Licensor does not condone or ratify any act, statement or other conduct by Licensee, or its guests, invitees or others.

(c) Time is of the essence of this Agreement and of every covenant, term and condition contained in this Agreement. All days referred to in this Agreement shall be calendar days unless otherwise noted.

(d) Licensee's rights and obligations hereunder are deemed to be personal and may not be transferred or assigned, and any attempted assignment shall be void and of no effect. Licensee shall not subcontract for any services at the Licensed Premises during the Term until it has received the prior written consent of Licensor. Licensor may assign this Agreement, and notice of such assignment shall be given to Licensee. This Agreement shall be binding upon and inure to the benefit of Licensor, its successors and assigns.

(e) The laws of the State of Utah shall govern the validity, performance, interpretation and enforcement of this Agreement. Any action to enforce this agreement shall be brought in the Third District Court for the State of Utah, Tooele County, which court shall have personal jurisdiction over the Parties in any such action.

(f) The invalidity or unenforceability of any covenant, term and condition of this Agreement or any portion of any term, covenant or condition of this Agreement, shall not affect any other covenant, term or condition of this Agreement, and all remaining terms and provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law.

(g) In the event any Party hereto shall commence a legal proceeding to enforce any of the terms of this Agreement, the prevailing Party in such action shall have the right to recover reasonable attorneys' fees, costs and disbursements from the non-prevailing Party, to be fixed by the court in the same action. The term "legal proceeding" shall include appeals from a lower court judgment as well as a proceeding in the Federal Bankruptcy Court, whether or not they are advisory proceedings or contested matters.

(h) This Agreement, and all attachments hereto and exhibits herewith, once fully executed, shall embody the entire agreement of the Parties hereto with respect to Licensee's use of the Licensed Premises and all prior understandings and representations of the Parties, written or verbal, with respect thereto are incorporated herein.

(i) This Agreement cannot be altered or amended except pursuant to an instrument in writing executed by the Parties.

(j) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. A signature received via facsimile or electronically via e-mail shall be as legally binding for all purposes as an original signature.

(k) The individuals executing this Agreement on behalf of the Parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.

IN WITNESS WHEREOF, the Parties have caused this License Agreement to be duly executed as of the Effective Date first set forth above.

LICENSOR:

STANSBURY SERVICE AGENCY,

By: _____

LICENSEE:

By: _____

Signature Above

Printed Name: _____

Stansbury Service Agency Work Minutes

Date: Tuesday, January 3, 2024

Location: 1 Country Club Drive, STE 1, Stansbury Park, UT 84074

Time: 7:00 PM

The agenda items for this meeting are as follows:

1. Call to Order made by Cassandra Arnell at 7:00 PM
2. Roll Call:
 - Board Members
 - James Hanzelka - Present
 - John Wright - Present
 - Cassandra Arnell - Present
 - Maria Sweeten - Present
 - Kyle Shields - Present
 - Brett Palmer – Present

Staff:

 - Ingrid Swenson – Present
 - Kellianne Rosemann – Present
 - Darin Jacobs - Present
3. Review of Public Comments
 - a. James Hanzelka stated that public comment questions will be answered during the meeting with the presentation.
4. General Manager updates made by Interim GM James Hanzelka
 - a. Millpond bathroom connection contract is cancelled due to non-performance. Darin Jacobs is in the process of trying to get ahold of the contractor. James Hanzelka would like to reopen the bidding process too and modify the bid to include culinary water hook up.
 - b. January 8th meeting with the county to speak concerning the RAISE grant or any other grants that could be used.
 - c. Trying to schedule a meeting with Sagewood Developer (Ivory Homes) who has land 5 acres on the west side of village Blvd.
 - d. Equipment that is just sitting in the yard has been made an offer on for \$2,000.00 and another \$1,000.00 on the spreader.

Maria Sweeten made a note that TNT auction may be a good source to go to for the sale of the equipment. She will get Ingrid Swenson the contact information.



- e. Meeting schedules are published at the beginning of the calendar year for the year. The agendas are posted 24 hours ahead of time.
 - f. Snow removal schedule that is a priority will be plowing sidewalks and parking lots. (See PowerPoint) James Hanzelka will bring up to the county on who is supposed to take care of village Blvd.
 - g. The budget in 2022, 2023 and 2024 are shown and 2024 is significantly lower than where it should be.
5. Discussion Items
- a. Picnic in the Park present by Jaimie Eynon. The company name will be "Your Perfect Picnic" She would like the soft launch to be the weekend before Valentine's Day and on Valentine's Day. The event will be a 12ft-by-12ft clear tent and will use a battery powered electric heater. The goal is to be a romantic picnic for couples. Her Long-term goal is to use the lake as the location to host the events. If the soft launch is successful, she would like to form a partnership with the Agency and create a contract that includes giving a percentage of sales to the agency. The discussion to be had is how to charge the business owner to use the space. James Hanzelka will get with the business owner to work out a proposal.
6. On-Boarding Actions
- a. James Hanzelka Presented the organization chart and the flow chart on how cash and payments are made. Brett Palmer would like a line item on the next agenda to be added that the board give the approval of all purchases. James Hanzelka then presented the Board Workflow Chart
 - b. James Hanzelka presented the capital projects that are proposed for 2024.
 - Millpond Park the County needs to approve the Plan for completing the Parking lot and bathroom.
 - Soundwall trail is a complete redesign based on UDOT changes. The agency needs to obtain county roads approval for crossing and completing phase 1.
 - Oscarson Park needs to update the plan, get county approvals, and finish getting the bathrooms hooked up. Then form a plan to set up playground equipment that is ADA certified. (Cassandra Arnell feels as if this playground should be placed in a different park)
 - c. James Hanzelka presents a list of Initial prioritizations of critical repairs that need to be taken care of.
 - Playground equipment needs to be reviewed at all parks and recommendations for remediation need to be created.
 - d. James Hanzelka presented the Policy Committee plan for 2024 where the committee needs to update the operation section of the manual. Update the budget, Audits and Checks section of manual. Update the impact fees document. As well as updating Safety Training, workers comp procedures and fraud audit shortfalls.



- e. James Hanzelka presented the Finance Committee plan for 2024 which includes establishing an Audit Committee, expanding the committee to include residents (three applicants).
 - f. James Hanzelka presented that the SSA Board needs to work on which includes the budget and approval of execution items.
 - g. James Hanzelka presented the 2024 Guidance from our independent auditor.
 - h. Ingrid Swenson presented the 2024 budget.
 - i. James Hanzelka presented the shortfalls that we have for personnel and equipment.
7. Board member reports and requests
- Brett Palmer requests that we revisit the meeting schedule because a meeting is on February 14th and place that on the upcoming agenda and place discussion of financials and approvals on financials on the upcoming agenda.
 - Cassandra Arnell said that 150 jumpers participated in the polar plunge and 400 spectators she feels as if the event was a success. She wanted to recognize Crystal Float Spa and North Tooele Fire Department and all that they did. She would like to add to the next agenda that we have a list of all of the things that need to be done for the upcoming year. She also wanted to make a comment that we change the name of the Service agency to Stansbury Parks and Recreation.
8. Motion to close and go into a Closed Session as needed to discuss personnel, pending, or threatened litigation, or property acquisitions made by Maria Sweeten and seconded by James Hanzelka at 9:03pm
Vote as follows:
Cassandra Arnell, Aye; John Wright, Aye; Kyle Shields, Aye; James Hanzelka, Aye; Maria Sweeten, Aye; Brett Palmer, Aye
Motion Passed.
9. Closed Session as needed to discuss personnel, pending, or threatened litigation, or property acquisitions.
10. Motion made by Maria Sweeten to close the closed session meeting and move back into open meeting at 9:47pm seconded by Kyle Shields.
Vote as follows:
Cassandra Arnell, Aye; John Wright, Aye; Kyle Shields, Aye; James Hanzelka, Aye; Maria Sweeten, Aye; Brett Palmer, Aye
Motion Passed
11. James Hanzelka mentioned that the contractor CJ sent two emails to meet with James Hanzelka and James Hanzelka invited Brett Palmer and John Wright to meet with him and the contractor at 8am on January 4th.
Motion to adjourn made by James Hanzelka and seconded by Brett Palmer.



Vote as follows:

Cassandra Arnell, Aye; John Wright, Aye; Kyle Shields, Aye; James Hanzelka, Aye; Maria Sweeten, Aye; Brett Palmer, Aye

Motion Passed

The meeting adjourned at 9:56 pm.