

Stansbury Service Agency Board of Directors Combined Work and Business Board Meeting Agenda

Date: Wednesday, February 21st, 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. 2024.02.01 A
 - a. Board Review and Possible Approval of January 16th, 2024, Business Meeting Minutes
- 2. 2024.02.02 A
 - a. Presentation of a Per Field Reservation Rate for Parks
 - b. Public Comment
 - c. Discussion and Possible Approval of Per Field Reservation Rate for Parks
- 3. 2024.02.03 A
 - a. Presentation of Allowing Tooele County to use the Clubhouse at a reduced rate or for free.
 - b. Public Comment
 - c. Discussion and Possible Approval of Allowing Tooele County to use the Clubhouse at a reduced rate or for free.
- 4. 2024.02.06 A
 - a. Presentation of Allowing North Valley Communities That Care, an organization part of Tooele County Health Department, to use the Small Conference room at a discounted rate or for free.
 - b. Public Comment
 - c. Discussion and Possible approval of Allowing North Valley Communities That Care, an organization part of Tooele County Health Department, to use the Small Conference room at a discounted rate or for free.



5. 2024.02.07 A

- a. Presentation of Letter for who is authorized to sign on Zions Bank account, to give to Zions Bank
- b. Public Comment
- c. Discussion and Possible Approval of Letter for who is authorized to sign on Zions Bank accounts to give to Zions Bank

6. 2024.02.08 A

- a. Presentation of Ivory Homes Sagewood Gardens Phase 1 grant an easement for a storm drainpipe across service agency property.
- b. Public Comment
- c. Discussion and possible approval for Ivory Homes Sagewood Gardens Phase 1 grant an easement for a storm drainpipe across service agency property.

7. 2024.02.09 A

- a. Presentation of Ivory Homes request to see If the Stansbury Service Agency has water right credits available for purchase that could be used on developments in Stanbury.
- b. Public Comment
- c. Discussion and Possible Approval of Ivory Homes request to see If the Stansbury Service Agency has water right credits available for purchase that could be used on developments in Stanbury.

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.

Stansbury Service Agency Board of Directors Combined Work and Board Meeting

FEBRUARY 21, 2024

Agenda

Order of Business

- Call to Order
- Roll Call
- Pledge of Allegiance Sheriff Report
- Fire Chief Report Public Comment

Staff Updates and Reports

General Manager Updates

Action Items

- 2024.02.01 A
 - a. Board Review and Possible Approval of January 16th, 2024, Business Meeting Minutes
- 2024.02.02 A
 - Presentation of a Per Field Reservation Rate for Parks
 - Public Comment
 - Discussion and Possible Approval of Per Field Reservation Rate for Parks
- 2024.02.03 A
 - a. Presentation of Allowing Tooele County to use the Clubhouse at a reduced rate or for free.
 - b. Public Comment
 - Discussion and Possible Approval of Allowing Tooele County to use the Clubhouse at a reduced rate or for free.
- 2024.02.06 A
 - a. Presentation of Allowing North Valley Communities That Care, an organization part of Tooele County Health Department, to use the Small Conference room at a discounted rate or for free.
 - Public Comment
 - c. Discussion and Possible approval of Allowing North Valley Communities That Care, an organization part of Tooele County Health Department, to use the Small Conference room at a discounted rate or for free
- 5. 2024.02.07 A
 - Presentation of Letter for who is authorized to sign on Zions Bank account, to give to Zions Bank
 - **Public Comment**
 - Discussion and Possible Approval of Letter for who is authorized to sign on Zions Bank accounts to give to Zions Bank
- 6. 2024.02.08 A
 - a. Presentation of Ivory Homes Sagewood Gardens Phase 1 grant an easement for a storm drainpipe across service agency property.
 b. Public Comment

 - c. Discussion and possible approval for Ivory Homes Sagewood Gardens Phase 1 grant an easement for a storm drainpipe across service agency property.
- 7. 2024.02.09 A
 - a. Presentation of Ivory Homes request to see If the Stansbury Service Agency has water right credits available for purchase that could be used on developments in Stanbury.
 - b. Public Comment
 - c. Discussion and Possible Approval of Ivory Homes request to see If the Stansbury Service Agency has water right credits available for purchase that could be used on developments in Stanbury.

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

GM Updates

GM Updates

Grants

- Tooele County Tourism Grant Submitted
- RAISE Grant In progress
- Tooele County Recreation Due 30 March
- State Grants Varies

Staffing – 3 New Hires

- Golf Assistant Pro
- Receptionist, Admin Asst Replaced Angie

Shortfalls in Personnel

- Mechanic (2)
- Boat Operators
- Seasonal Hires is both Recreation and Golf Course Departments

GM Updates

Cemetery

- Grave Prep Moved In House
- Need to look at costs and expansion

Looking at other options for cost reduction/fee generation

Financials

Bank accounts Bal	ance			
as of 02/21/2024				
BANK -	GENERAL -	IMPACT FEES 🔻		
Zion's	\$ 57,476.50	\$ 8,350.03		
Chartway	\$ 1,087.11			
PTIF	\$ 1,170,334.33	\$ 1,098,438.18		
Total	\$ 1,228,897.94	\$ 1,106,788.21		
Employee Payroll	as of 02/04/2024		Net Golf Course	e Revenue as of 01/31/2024
Jan	\$ 73,803.99		Jan	\$ 20,697.25
Feb	\$ 38,002.25		Feb	\$ 34,928.25
Total	\$ 111,806.24		Sub Total	\$ 55,625.50
			Sales tax	\$ (3,838.16)
			Total	\$ 51,787.34

Approval of Minutes

Per Field Reservation Rate for Parks

Cost for Entire Park

Sagers: \$35.00 per hour (includes all four diamonds)

Village: \$40.00 per hour

Parkview: \$30.00 per hour

Park	Field Size	Cost
Sagers	Large Diamond	\$15.00 per hour
Sagers	Large Diamond	\$15.00 per hour
Sagers	Coach Pitch	\$10.00 per hour
Sagers	T-Ball	\$5.00 per hour
Village	105ydx60yd	\$25.00 per hour
Village	105ydx60yd	\$25.00 per hour
Parkview	55ydx36yd	\$15.00 per hour
Parkview	55ydx36yd	\$15.00 per hour

Allowing Tooele County to use Clubhouse For Presidential Elections on June 25th and November 5th

FREE OR REDUCED RATE

Allowing North Valley Communities That Care, an organization part of Tooele County Health Department, to use the Small Conference room

DISCOUNTED RATE OR FREE

Authorized users to sign on Zions Bank Account

Ivory Homes Sagewood Gardens Phase 1 grant an easement for a storm drainpipe across service agency property. Ivory Homes request to see If the Stansbury Service Agency has water right credits available for purchase that could be used on developments in Stansbury.

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.

			Ledger	Due				
Invoice No. 0002915895	<u>Vendor</u> Ace Disposal	Check No. ACH	<u>Date</u> 12/31/2023	<u>Date</u> 1/29/2024	<u>Amount</u> \$580.81	Account No.	Account Name.	<u>Description</u>
					79.92 500.89	1052-260 1053-260	Waste/Trash Waste/Trash	
01192024	Action Locksmith Inc	CC	1/19/2024	1/19/2024	\$26.00			
5504902715	Airgas USA	ACH	12/31/2023	1/30/2024	26.00 \$127.64	1053-256	Clubhouse Maintenance	Conference Keys
33049027 13	Aligas OSA	ACIT	12/31/2023	1/30/2024	127.64	1053-252	Equipment Repairs & Maintenar	1
1611-9HDV-PHL	Amazon		1/17/2024	2/16/2024	\$19.99 19.99	1051-240	Office supplies & PPE	3 RING PAGE DIVIDERS BULK
1DW1-GXJ7-C7	Amazon	ACH	12/31/2023	2/2/2024	\$275.47 275.47	1056-325	Tooele County Recreation Grant	LIBRARY BOOKS (GRANT)
1HKW-LXVL-4LT	Amazon		1/9/2024	2/8/2024	\$15.12 5.12 10.00	1051-240 1059-240	Office supplies & PPE Office supplies	LABEL TAPE LABEL TAPE
1M1L-JVKQ-7J6	Amazon		2/9/2024	2/9/2024	(\$36.19) -36.19	1051-240	Office supplies & PPE	keyboard and mouse pad refund
1YKN-N9HL-N3	Amazon	ACH	12/26/2023	1/25/2024	\$27.99 27.99	1056-325	Tooele County Recreation Grant	Ink
	Vendor Total:				\$302.38	.000 020	room County roomann Crank	
656807	Carlson Distributing	32092	2/2/2024	2/16/2024	\$141.14 141.14	1058-410	Inventory, food	beer
34911813	Caterpillar Financial Services Corp	ACH	1/18/2024	2/12/2024	\$9,839.78 9,839.78	417401	Park Equipment	Final Payment for Backhoe
PR012124-160	Child Support Services	32085	1/25/2024	1/25/2024	\$138.46 138.46	102107	Other payroll liabilities	Child Support
PR020424-160	Child Support Services	32093	2/8/2024	2/8/2024	\$138.46 138.46	102107	Other payroll liabilities	Child Support
	Vendor Total:				\$276.92			
185359	Clyde Snow & Sessions	ACH	12/31/2023	1/25/2024	\$200.00 200.00	1051-310	Professional services	Brent Rose Attending Board Me
01192024	Costco	CC	1/19/2024	1/19/2024	\$176.19 5.99 11.85 93.42 64.93	1051-240 1053-240 1053-256 1053-258	Office supplies & PPE Office supplies & PPE Clubhouse Maintenance Housekeeping	thank you mints water trash bags/paper towel/paper fol trash bags
01302024 PO# 202443	Costco	СС	1/30/2024	1/30/2024	\$283.34 29.58 46.99 56.38 20.19 32.38 16.89 13.59 18.35 48.99	1052-250 1058-250 1058-250 1058-250 1058-250 1058-410 1058-410 1058-410 1058-410	Facility Maintenance Proshop Maintenance Proshop Maintenance Proshop Maintenance Proshop Maintenance Inventory, food Inventory, food Inventory, food Inventory, food Inventory, food	Cat Litter Multifold Paper Towels Outdoor Trash Bags Kitchen Trash Bags Lysol Disinfecting Wipes Pearson's Salted Nut Roll Coffee Chips Snickers
1090569444 PO# 202411	Costco	CC	1/25/2024	1/25/2024	\$250.99 33.59 65.75 23.97	1051-240 1051-240 1052-240	Office supplies & PPE Office supplies & PPE Office supplies & PPE	printer paper stamps Safety Glasses

Invoice No.	<u>Vendor</u>	Check No.	Ledger <u>Date</u>	Due <u>Date</u>	Amount		Account Name.	<u>Description</u>
					31.58 38.85 20.69 12.59 23.97		Facility Maintenance Facility Maintenance Facility Maintenance Facility Maintenance Office supplies & PPE	Disposable Gloves multifold paper towels clorox Lysol Safety Glasses
	Vendor Total:				\$710.52			, -
01212024	Diane Schmidt	32086	12/31/2023	1/25/2024	\$697.14 1.24 12.06 12.02 671.82	1056-312 1056-323	Telephone, Internet IT Expense LSTA Borrower Support Grant - Tooele County Recreation Grant	bags/barcode label maker/ink/ta bags/barcode label maker/ink/ta bags/barcode label maker/ink/ta bags/barcode label maker/ink/ta
Feb2024	DLL Finance LLC	ACH	1/30/2024	2/1/2024	\$5,766.60 5,766.60	1058-741	Equipment Rental	Golf Cart Rental
Jan2024	Dominion Energy	ACH	1/5/2024	1/29/2024	\$18.25 18.25	1055-271	Natural gas	855 Lakeview Pool
Jan2024a	Dominion Energy	ACH	1/5/2024	1/29/2024	\$1,084.26 1,084.26	1053-274	Natural gas - Clubhouse	Clubhouse
Jan2024b	Dominion Energy	ACH	1/5/2024	1/29/2024	\$398.95 398.95	1053-271	Natural gas	Country Club
Jan2024c	Dominion Energy	ACH	1/5/2024	1/29/2024	\$341.08 341.08	1058-271	Natural gas	Pro Shop
	Vendor Total:				\$1,842.54			
12312023	Ensign Engineering	ACH	12/18/2023	1/29/2024	\$5.07 5.07	1053-311	Security	finance charge for missed paym
01172024	FDMS	ACH	1/17/2024	1/17/2024	\$2.14 2.14	1051-621	Bank fees	FDMS Merchant Fees
02122024	FDMS	ACH	2/12/2024	2/12/2024	\$128.40 128.40	1051-621	Bank fees	FDMS Merchant Fees
	Vendor Total:				\$130.54			
F2406E00904	Fuel Network	32087	1/2/2024	2/5/2024	\$662.10 662.10	1053-280	Fuel	FUEL
3278228	General Distribution Company	ACH	2/1/2024	2/15/2024	\$274.39 274.39	1058-410	Inventory, food	Beer
02112024	Go Daddy Email Account		2/11/2024	2/11/2024	\$36.16 36.16	1051-312	IT expense	Stansburypark domain renewal
inv-4426 PO# 2024015	Great American Supply Inc	32089	1/5/2024	2/4/2024	\$704.00 704.00	1053-253	Fertilizer & Chemicals	ICE MELT
3217	HGM Products LLC	ACH	1/30/2024	2/13/2024	\$92.00 92.00	1058-410	Inventory, food	sausage
6024018	Home Depot	ACH	11/2/2023	1/31/2024	\$15.10 15.10	1052-251	Irrigation Repairs & Maintenanc	Electrical Tape/Silicone Tube/30
7014662 PO# 2024019	Home Depot		1/25/2024	1/25/2024	\$108.54 12.98 5.98 7.48 27.97 4.41 3.80	1052-250 1052-250 1052-250 1052-250 1052-250 1052-250	Facility Maintenance Facility Maintenance Facility Maintenance Facility Maintenance Facility Maintenance Facility Maintenance	8 oz gorilla glue Softsoap HDX Low Splash Bleach bit set 2"Whitebrush 40 D Common 5" Long

Invoice No.	Vendor	Check No.	Ledger <u>Date</u>	Due <u>Date</u>	Amount	Account No.	Account Name.	Description
					4.48	1052-250	Facility Maintenance	HDX APC W/ Bleach
					32.96 8.48	1052-250 1052-250	Facility Maintenance Facility Maintenance	Stops Rust Gloss stops rust gloss
8023856	Home Depot	ACH	10/31/2023	1/31/2024	\$47.82			
	Vendor Total:				47.82 \$171.46	1053-257	Clubhouse Repairs	Oatey Flux/Safe Flo Soldier Kit/
02012024	Indeed	CC	2/1/2024	2/1/2024	\$49.16 49.16	1051-610	Miscellaneous	Admin Assist., reception, assista
322847	Intermountain Golf Cars Inc		1/18/2024	2/18/2024	\$1,517.07 1,517.07	1058-741	Equipment Rental	Damage done to Golf Cart, fixing
5499154054	M&M Distributing	ACH	1/31/2024	2/15/2024	\$114.74 114.74	1058-410	Inventory, food	Beer
13579	Mike Zimmerman Well Services, Inc.	32088	1/19/2024	1/30/2024	\$300.00 300.00	1052-252	Equipment Repairs/Maintenanc	Turbine Motor Repair
13586	Mike Zimmerman Well Services, Inc.	32091	1/26/2024	2/5/2024	\$3,784.00 3,784.00	1052-251	Irrigation Repairs & Maintenanc	Repair Motor Bearing
	Vendor Total:				\$4,084.00	1032-231	irigation Repairs & Maintenanc	Repair Wolor Bearing
087419	Monreal, Karina	ACH	1/1/2024	2/1/2024	\$800.00 800.00	1053-256	Clubhouse Maintenance	Clubhouse Cleaning for Jan
3751-166297	Napa Auto Parts	ACH	12/12/2023	1/20/2024	\$143.33 143.33	1053-252	Equipment Repairs & Maintenan	HYD/HOSE FITTING AND MXT
0124044698	PEHP Group Insurance	ACH	1/29/2024	2/1/2024	\$42.67 42.67	102108	Accrued life insurance	Jan Life Ins.
Feb2024	PEHP Group Insurance	ACH	1/29/2024	2/1/2024	\$15,809.57 15,809.57	102104	Accrued health insurance	Feb Health Ins.
	Vendor Total:				\$15,852.24			
Jan2024	Rocky Mountain Power	ACH	1/8/2024	1/30/2024	\$11.45 11.45	1053-270	Electricity - Misc Meters	Delgada Detention Basin
January2024	Rocky Mountain Power	ACH	1/11/2024	2/2/2024	\$2,401.08	4050.070	E	0.150
					499.07 758.79	1052-270 1053-270	Electricity Electricity - Misc Meters	Golf Course Wells Parks and Rec
					552.28	1053-275	Electricity - Clubhouse	Clubhouse
					10.34	1057-270	Electricity	Cemetery
	Vendor Total:				580.60 \$2,412.53	1058-270	Electricity	Pro Shop
27022000		A C I I	40/40/0000	4/07/0004				
37033990	Taylor Made	ACH	12/13/2023	1/27/2024	\$204.51 204.51	1058-415	Inventory, Non Food	Custom Stealth
917252012	Titleist		2/12/2024	2/12/2024	(\$37.50) -37.50	1058-415	Inventory, Non Food	Net Down Credit for Titleist AVX,
4085	Tooele County Auditor	1008	1/18/2024	2/1/2024	\$140.00 140.00	447000	Impact Fee Admin Costs	Impact Fee Collection charge - 4
01302024	Tooele County Recorder	CC	1/30/2024	1/30/2024	\$5.50 5.50	1053-710	Land	Creation of 2 title forms for gree
01222024 PO# 20240110	tractor supply	CC	1/22/2024	1/22/2024	\$114.99 114.99	1053-250	Maintenance	Hose for Steam Cleaner
02062024 PO# 202446	tractor supply	CC	2/6/2024	2/6/2024	\$97.97 97.97	1052-250	Facility Maintenance	Fuel Tank Hose and Fittings

Invoice No.	<u>Vendor</u> Vendor Total:	Check No.	Ledger <u>Date</u>	Due <u>Date</u>	<u>Amount</u> \$212.96	Account No.	Account Name.	Description
PR012124-615	United States Treasury	ACH	1/25/2024	1/25/2024	\$5,525.91 3,161.46 739.38 1,625.07	102101	Accrued federal payroll taxes Accrued federal payroll taxes Accrued federal payroll taxes	Social Security Tax Medicare Tax Federal Income Tax
PR020424-615	United States Treasury	ACH	2/8/2024	2/8/2024	\$5,355.34 3,077.98 719.88 1,557.48	102101	Accrued federal payroll taxes Accrued federal payroll taxes Accrued federal payroll taxes	Social Security Tax Medicare Tax Federal Income Tax
	Vendor Total:				\$10,881.25			
PR012124-626	Utah Department of Workforce Services		1/25/2024	1/25/2024	\$407.93 407.93	102105	Accrued state unemployment	State Unemployment
PR020424-626	Utah Department of Workforce Services		2/8/2024	2/8/2024	\$397.16 397.16	102105	Accrued state unemployment	State Unemployment
	Vendor Total:				\$805.09			•
1611258	Utah Local Governments Trust		1/10/2024	2/10/2024	\$1,139.56 1,139.56	1051-510	Insurance	Worker's Comp
PR012124-632	Utah Retirement Systems	ACH	1/25/2024	1/25/2024	\$3,496.46 2,837.55 540.79 118.12		Accrued state retirement Accrued state retirement Accrued state retirement	URS State Retirement URS 401k Additional 401k
PR020424-632	Utah Retirement Systems		2/8/2024	2/8/2024	\$3,458.48 2,799.99 540.37 118.12		Accrued state retirement Accrued state retirement Accrued state retirement	URS State Retirement URS 401k Additional 401k
	Vendor Total:				\$6,954.94			
2021 Q4 remaind	Utah State Tax Commission	EFT	1/18/2024	1/18/2024	\$42.42 42.42	1051-810	Interest expense	Remainder amount due
PR012124-636	Utah State Tax Commission		1/25/2024	1/25/2024	\$1,071.70 1,071.70	102102	Accrued state withholding	State Income Tax
PR020424-636	Utah State Tax Commission		2/8/2024	2/8/2024	\$1,031.80 1,031.80	102102	Accrued state withholding	State Income Tax
	Vendor Total:				\$2,145.92			
9953234925	Verizon Wireless	ACH 1/2/2024 2/1/2024 Total:		72.00 185.75 191.35 65.00 16.05	1055-272 1056-272	Telephone, Internet	admin phone and internet golf internet at phone recreation phone and internet pool internet and phone library phone and internet cemetery internet pro shop internet and phone	
					15,809.57 805.09 276.92 42.67	102102 102103	GL Account Summary Accrued federal payroll taxes Accrued state withholding Accrued state retirement Accrued health insurance Accrued state unemployment Other payroll liabilities Accrued life insurance Office supplies & PPE	

Invoice No.	Vendor	Check No.	Ledger <u>Date</u>	Due <u>Date</u>	Amount	Account No.	Account Name.	Description
					224.46	1051-272	Telephone, Internet	-
					200.00	1051-310	Professional services	
					36.16	1051-312	IT expense	
						1051-510	Insurance	
					49.16	1051-610	Miscellaneous	
					130.54	1051-621	Bank fees	
						1051-810	Interest expense	
					23.97		Office supplies & PPE	
						1052-250	Facility Maintenance	
						1052-251	Irrigation Repairs & Maintenanc	
						1052-252	Equipment Repairs/Maintenanc	
						1052-260	Waste/Trash	
						1052-270	Electricity	
						1052-272	Telephone, Internet	
						1053-240	Office supplies & PPE	
						1053-250	Maintenance	
						1053-252	Equipment Repairs & Maintenan	
						1053-253	Fertilizer & Chemicals	
						1053-256	Clubhouse Maintenance	
					47.82		Clubhouse Repairs	
						1053-258	Housekeeping	
						1053-260	Waste/Trash	
						1053-270	Electricity - Misc Meters	
						1053-271	Natural gas	
						1053-272	Telephone, Internet	
						1053-274	Natural gas - Clubhouse	
						1053-275	Electricity - Clubhouse	
						1053-280	Fuel	
					5.07		Security	
					5.50	1053-710	Land	
						1055-271	Natural gas	
						1055-272	Telephone, Internet	
						1056-272 1056-312	Telephone, Internet IT Expense	
						1056-323	LSTA Borrower Support Grant -	
						1056-325	Tooele County Recreation Grant	
					10.34		Electricity	
						1057-270	Telephone, Internet	
					155.94	1057-272	Proshop Maintenance	
					580.60		Electricity	
						1058-271	Natural gas	
						1058-272	Telephone, Internet	
						1058-410	Inventory, food	
					167.01	1058-415	Inventory, Non Food	
					7,283.67	1058-741	Equipment Rental	
						1059-240	Office supplies	
				(60,923.42		Total	
					9,839.78	417401	Park Equipment	
					140.00	447000	Impact Fee Admin Costs	
				\$	70,903.20		GL Account Summary Total	



February 21, 2024

Subject: Signature Approval for Banking Accounts

Reference: Draft Minutes of the January 16th Board Meeting for the Stansbury

Service Agency

In pursuit of board policy, the following are authorized signer on the Stansbury Service Agency General and Impact Fees Bank Account Checking accounts, including withdrawals from the various accounts.

Zions Public Funds Analyzed Checking accounts ending in 0370 and 3615 (Treasury Management, Positive Pay and authorized signer)
Brett Palmer -Board Chair
Kyle Shields – Board Treasurer
Cassandra Arnell - Board Director
James Hanzelka – General Manager

PTIF accounts: General 3124 and PTIF 1159

Brett Palmer – Board Chair Kyle Shields – Board Treasurer Cassandra Arnell – Board Director James Hanzelka – General Manager

Brett Palmer

Stansbury Service Agency

Board Chair

May 12, 1998

7

Stansbury Service Agency

C/o D. Brent Rose, Esq.

Clyde, Snow & Swensen

201 South Main St. Salt Lake City, Utuh 84111

Dear Sir or Madam

)

As you know, Leucadia's predecessor, Terracor, conveyed 946 acre-feet of water to the Stansbury Service Agency's predecessors in 1982 as part of Terracor's Chapter 11 Plan of Reorganization. The quantity of water was bused on conservative estimates to insure that the service agencies would have ample water for their anticipated needs. Also, the Stansbury Park area has developed somewhat differently than originally anticipated. Ebelieve that as a consequence of these factors, the Service Agency's water rights may well exceed present and anticipated needs, and that the Service Agency's could sell the surplus and generate funds for capital improvements and other uses. I have met with the Service Agency's board to discuss this and to propose that the Service Agency and Leucadia enter into an agreement under which Leucadia, at its expense, would conduct a study to determine the amount of surplus water, if any, and would then purchase such surplus for, \$1,800 per acre-foot, with payment to be made in cash at closing. Leucadia wants to make a formal offer for the Service Agency's consideration.

Leucadia offers to purchase the Service Agency's supplus water substantially on the terms set forth in the enclosed draft Agreement for Purchase of Surplus Water. You will note that the agreement calls for a thorough study of the Service Agency's requirements to determine whether there is surplus water, and that both the structure of the study and the results of the study must be acceptable to the Service Agency. Leucadia would purchase any surplus for S1,800 per acre-foot, payable in cash at the closing in October 1998. I believe that this is a generous offer that will result in a very sizable payment to the Service Agency.

I understand, however, that some members of the Service Agency's board have expressed concern about the proposed purchase price. I believe that our offer is above "market" for the amount of water involved, especially with a lump sum payment rather than payment over time. Nevertheless, if the board is unwilling to accept our offer, Leucadia proposes, as an alternative, to conduct the study at its expense in return for a right of first refusal to purchase the surplus water as and when the Service Agency

١

,)

AGREEMENT FOR PURCHASE OF SURPLUS WATER

THIS AGREEMENT is made and entered into as of the _____ day of May, 1998, between LEUCADIA FINANCIAL CORPORATION, a Utah corporation formerly known as "Terracor" ("Leucadia"), and the STANSBURY SERVICE AGENCY, an agency created by interlocal agreement pursuant to the Utah Interlocal Co-Operation Act, §§ 11-13-1, et seq., Utah Code Ann. 1923 ("Service Agency"):

RECITALS

THIS AGREEMENT is made and entered into with reference to the following definitions, facts and objectives:

- A. Leucadia has succeeded to all of the rights and interest of Terracor as the owner and developer of a certain real estate project located in Tooele County, Utah, known as Stansbury Park. Leucadia now owns, develops, and sells real estate in and in the vicinity of Stansbury Park.
- Area No. 1, a body politic organized to fund, operate, and maintain certain greenbelt areas in Stansbury Park, and to Tocele County Service Area No. 2, a body politic organized to fund, operate, and maintain certain recreational amenities in Stansbury Park (individually, "Service Area No. 1" and "Service Area No. 2," and collectively, the "Service Areas").

)

- C. In connection with the Chapter II Plan of Reorganization of Terracor dated November 4, 1982 (the "Plan") in the case known as *In Re Terracor. et al.*, Case Number 81-00599, in the United States Bankrupicy Court for the District of Utah, Terracor conveyed certain water rights representing 172 acre-feet of water to Service Area No. 1, and certain water rights representing 774 acre-feet of water to Service Area No. 2, Such water rights (the "Subject Water Rights" and the intended uses (the "Uses") of the water represented Thereby are more particularly described in Exhibit CG-to the Plan, a copy of which is attached hereto. The quantity of water conveyed was based on conservative estimates in order to insure that the Service Areas would have ample water.
- D. It now appears that the quantity of water conveyed to the Services Areas exceeds the amount of water required to meet the purposes intended in the Plan.
- E. Leucadia and the Service Agency mutually desire by this Agreement to provide for measurements and studies to determine whether there is surplus water available to the Service Agency, and, if so, to provide for the sale of such surplus water to Leucadia on the terms and conditions provided below.

9

or its legal counsel may reasonably require in order to document and carry out the transactions contemplated in this Agreement.

`)

- Service Agency hereby represents, warrants and covenants to Leucadia as of the The Service Agency's Representations. Warranties and Covenants. The date hereof and as of the date of Closing as follows: ģ
- requisite power and authority to enter into this Agreement and to perform Authority. The Service Agency is an agency in good standing Operation Act, §§ 11-13-1, et seq., Utah Code Ann. 1953, and has all created by interlocal agreement pursuant to the Utah Interlocal Coits obligations hereunder.
 - delivered by the Service Agency to Leucadia, now or at the Closing, have been and will be duly authorized, executed, and delivered by the Service obligations of the Service Agency, enforceable in accordance with their Binding Obligations. This Agreement and all other documents Agency and constitute or will constitute legal, valid, and binding cums.
 - ordinance, rule or order to which the Service Agency is subject, or any Noncontravention. Neither the execution and delivery of this transactions contemplated hereby will violate any statute, regulation, documents, or of any agreement or instrument to which the Service Agreement nor the consummation by the Service Agency of the provision of the Service Agency's organizational and governing Agency is a party or by which it is bound.
- any other commissions in connection with the sale of the Surplus Water to obligations to any person with respect to finder's fees or brokerage fees or Leucadia. The Service Agency agrees to indemnify and save harniless Leucadia from any claims for fees or commissions made by any person Brokenage Fees. The Service Agency has not incurred any with whom the Service Agency has contracted.
- on the ability of the Service Agency to perform its obligations under this involving the Surplus Water which would have a material adverse effect Service Agency's knowledge threatened, against the Service Agency or injunctions, or administrative or other proceedings pending, or to the Litigation and Claims. There are no suits, orders, decrees,
- Agency shall convey title to the Surplus Water to Leucadia at Closing free otherwise encumbered the Surplus Water or any part thereof and knows of no adverse claim or defect in title to the Surplus Water. The Service Title. The Service Agency has not conveyed, mortgaged or and clear of all liens, claims, and encumbrances.
 - represented by the Surplus Water has been put to beneficial use each of the Status of Surplus Water. To the best knowledge of the Service Agency (a) the water rights for the Surplus Water rights are in good standing and full force and effect, and (b) the full amount of water last five years.

Leucadia's Representations. Warranties, and Covenants. Leucadia represents and warrants to the Service Agency, as of the date hercof and as of the

Leucadia's Representations, Warranties, and Covenants. Leucadia

'n

ł)

,)

- AHOMEYS' Fees. In the event of any litigation with respect to the c. Automoys Fees. In the event of any hitigation with respect to me rights or liabilities of the parties under the terms of this Agreement, the incident to the enforcement of this Agreement, including reasonable losing party shall pay to the prevailing party all costs and expenses
- Business Relationship. This Agreement does novestablish a partnership. including the exhibits attached hereto, constitutes the entire agreement between Entire Agreement, Amendment, and Binding Effect. This Agreement, Business Relationship. This Agreement does not establish a partitional partition.
 joint venture, or other business relationship among the parties, and is limited. solely to the purposes and interests expressed herein.

Notices. Notice to a party under this Agreement shall be deemed to have Agreement may not be amended or modified except in writing executed by both deemed to be merged in this Agreement and shall be of no force or effect. This correspondence, or understandings relative to the subject matter hereof shall be the parties hereto relative to the subject matter hereof. Any prior negotiations, of the parties hereto. This Agreement shall be binding upon and inure to the been properly given when hand delivered or mailed, postage-prepaid and benefit of the parties hereto and their respective successors and assigns.

certified, to the party entitled to receive said notice at the following addresses: Leucadia Financial Corporation Attention: James Ward Salt Lake City, Utah 84111 529 East South Temple

With a Copy to:

Van Colt, Bagley, Conwall & McCarthy 50 South Main Street, Suite 1600 Salt Lake City, Utah 84145 Gregory P. Williams

Stansbury Service Agency

Stansbury Park, Utah 84770

With a Copy to:

201 South Main Salt Lake City, Utah 84111-2208 One Utah Center, Suite 1000 Clyde, Snow & Swenson Brent Rose, Esq.

12. Waiver. No waiver by any party hereto of any breach or default shall be considered to be a waiver of any other breach or default. The waiver of any

ţ

A work meeting of the Stansbury Service Agency of Tooele County was held Wednesday January 21, 2004 at 7:00 p.m., at the Stansbury Park Clubhouse. The only agends item was water rights issues. The meeting notice and agenda was posted at the Clubhouse, Improvement District, Pro Shop, Maverick and Tooele Federal Credit Union.

-Work Meeting-

Call to Order:

The meeting was called to order by Chairman Randy Jones.

Roll Call:

All members of the Service Agency Board were present: Kenyon Eastin, Randy Jones, Dave Lawrence, Gary Ziser, and Christy Achziger. The Service Agency legal representative, Brent Rose, was present as well as the Improvement District Board members; Joe Urbanik, Tom Parker, Brett Palmer and Improvement District Manager, Bob Shields.

Pledge of Allegiance:

Kenyon Eastin led the Pledge of Allegiance.

Water Rights Issues:

Randy Jones indicates that the reason for this meeting is to discuss some water rights issues and some water agreements that the Service Agency is trying to work out with the Improvement District. There has been prior discussion at the Improvement District meeting in November concerning plans for the future as far as water and watering the golf course and how we want to handle the water issues in the park—We are trying to figure-out a way-that is mutually-beneficial to both-districts and ultimately-the—ecommunity so that we are not double covering things and so that the right people are in charge of the water. We have invited our lawyer, Brent Rose, and members of the Improvement District Board here tonight to discuss this issue.

Randy Jones states that Bob Shields, Improvement District Manager, had wanted to sit down and meet with the Service Agency last week and asked Bob if he had anything specific that he wanted to present or talk about. Bob replied that the reason for wanting to sit down last week was to present the engineers ideas regarding alternate sources for the golf course. Bob found out that the engineers used the wrong data so he asked them to go back and re-do that.

Bob Shields reports that Well A was a spring way back in the early days and that the spring failed, this is the reason for getting all the sand. Bob talked to Widdison Turbine who thinks that they can

_

Gary Ziser states that he has a document dated 11/10/97, that shows fixed water right numbers and then details them, those add up to about 1200 acre feet. This document shows that the water rights are in the name of Stansbury Recreation Service Area. These are all itemized.

Brent Rose states again that the only water rights turned over to the improvement District in the past were those deeded to Service Area #1 (Greenbelt) by Terracor. He indicates that at one time there was Service Area #1 and Service Area #2. Nobody could keep them straight so they changed them to Greenbelt Area and Recreation Area. Then the interlocal agreement combined the two into one Stansbury Service Agency.

Gary Ziser indicates that the document he has from Leucadia shows Service Area #1, 43 acres of open space as the original amount to be covered. It is covered by 172-acre feet of water that was turned over to the Improvement District. Service Area #2 included the clubhouse, Stansbury Lake and the golf course lakes, these add up to 774 acre feet (380 acre feet for the lake, 350 acre feet for the golf course, 116 acre feet for the clubhouse common area).

Brent Rose tells Gary that he has the original deeds from Terracor, some of them have the flows on them and some don't. He will give these deeds to the Service Agency. Brent Rose believes that we gave all the rights for the Service Area #1 (Greenbell) to the Improvement District. He indicates that the Service Agency still has the millpond, the Gordon well, well A, and Rabbit Lane.

Joe Urbanik states that the Improvement District's peak demand in terms of capacity is due to the golf

Brent Rose replies that what is driving this discussion is that the water rights for the golf course are held by the Service Agency and we've had a purchase agreement for umpteen number of years buying water from the Improvement District to irrigate with. When Terracor went bankrupt the plating for Terracor went halfway to Grantsville and halfway up the mountain and halfway over to Erda, it was a huge area. Part of the bankruptey was to vacate a number of plats and narrow Stansbury Park into some reasonable core area that they would then fund the improvements for. They negotiated for some period of time about what that area should be. Terracor then conveyed to the Service Agency sufficient water rights to irrigate all the various greenbelts and recreation areas, to fill the lake and to irrigate the golf course. They conveyed to the Improvement District enough water so that they would have sufficient water to cover the building within the defined area. We had extra water because back then there were only a hundred or two houses in Stansbury, if that. We had a fot of extra water because we had a lot of undeveloped lots at that point. When the Improvement District snarted requiring developers to provide water rights is when you basically filled up the core area. Watt Homes is doing plats for properties outside of what that core area was, Terracor did not provide water rights to cover-this new area.

Joe Urbanik states that the beauty of the bankruptcy plan and its adoption is that the plan established a benchmark. A big burden with most communities is that they don't have a benchmark. We have a build in benchmark that was well-defined and distinguished geographic areas and usage. That is where this group was able to go out under the new statutory permit to define what was in system, but system, impact related. The other thing that took place was the physical infrastructure was also defined. The diversity of intent in that period of time, how those water supplies were going to be developed or how they would provide for different functions, is what has brought us to where we are today.

Brent Rose states that the Service Agency had an agreement with the Improvement District back in 1984 when we were buying water for the golf course. They had lots of excess water at that point.

Randy Jones indicates that the Service Agency does not have a problem taking a different grade of water for irrigation of the golf course. What we are trying to come down to is who should have these water rights, who should run the water systems and what the cost ought to be to both entities. Ultimately, John Q. Public pays for it. If we are talking about water in the future and value of water rights and transferring water rights, what it needs to come down to is what does the Service Agency have that the Improvement District wants and what is it would and what kind of water can we get out of it in the future. Really what Randy would like to see worked out is more of a who should be running what, and then how together are we going to pay for this in the way that has the least impact upon the community. If it would be easier to charge it through the water rates and subsidize the watering of the grass, if the people would rather see their property taxes go up so that we can pay a ligher price for water.

Bob Shields indicates that the property tax issue is not part of this discussion tonight

"Randy Jones replies that this is really what we want to start getting worked out tonight.—We (the Service Agency) have got to make our assets go as far as they can. What are our water rights worth.

loe Urbanik states that the water rights are not worth anything unless they are being used productively.

Brent Rose replies that the Service Agency is taking the position that we are using them, the Improvement District is using them in our behalf,

Joe Urbanik states that the Improvement District is in the water busiress. They are willing and able to work in conjunction with the Service Agency where it is appropriate.

Brent Rose states that one of the disadvantages that we have is in terms of buying water, is that we have to be careful, we have no fee generating mechanism, we have a cilling in the taxes we can levy. As the Improvement Districts costs go up the Service Agency has no way to match that as we are already levying pretty much at our tax maximum.

Randy Jones states that if the Service agency water rate goes up in the future, we don't have any assets to offset it.

Jue Urbanik states that is why the Improvement District would rather continue to subsidize the Service Agency, free up resources for the Service Agency to upgrade their systems.

Randy Jones indicates that this is what the Improvement District has agreed to allow the Service Agency to do over the next-three-years—We are going to be looking at taking care of the golf-course—fairly soon and the water rates on the golf-course is going to determine whether we can do it or not.

Brent Rose states that theoretically, the golf course is a fee generating asset, that we should do better because we do not have to make a profit where the current lessee is trying to make a profit. For the Service Agency it all goes back into the physical plan. We ought to be able to make enough to pay the water unless we so poorly manage it that we lose customers, but he likes to think that we will manage it better, that when it becomes our golf course it will be better managed and better maintained and everything else. We ought to have the money to pay the golf course rates at that point.

Dave Lawrence asks that we consider that we may end up with the same situation with the golf course, that we may not end up taking it over, he thinks we need to have that out in the open and under consideration.

green. We don't want to sell ourselves short and then come out in the end and find out that the Improvement District is going to require more than we can do to keep the grass green.

Brent Rose suggests that what we have is water rights for irrigation (let's set the lake aside as separate), there is a cost to irrigate the golf course and other properties around the park, we would have to pay for a well, we would have to gay for maintenance of that well and so forth. If we can take those water rights and convey them to the Improvement District without it costing us any more than what we would pay if we were on our own then we are in pretty good shape. If they can find a way to get us quality water to keep the gnass green that would maximize the assets so that they can use the water rights for other purposes then we all benefit. We can't have our costs go up by doing it.

Joe Urbanik states that the Improvement District bears the burden of being able to justify what they are doing in a collaborative way.

Randy Jones asks Joe Urbanik if there is a problem with the Improvement District giving the Service Agency water at a substantially lower rate.

loc Urbanik replies that if they can justify it, then he does not think so.

Randy Jones states that the Service Agency is after a cheap enough rate that it is not killing the Improvement District to provide it but so that we can afford it. Joe Urbanik states that the only way to avoid that bullet is to not sell water from the same source for two reasons; number one, it is too high of a resource asset, your demand places a higher residual factor on our in ground systems than potential other sources, second, any third party can walk in out of the blue and say OK, Improvement District, you justify the rate you are charging for each class of user.

Randy Jones asks again if the Improvement District can justify giving a municipality a lower rate.

Brent Rose suggests that one of the ways you justify it is that the water right has a yalue of its own. You offset the value of the water right with the cost of the water. Mr. Rose states that an engineer can determine what kind of water we need to keep the lake full, if the millpond will do that and if not, what we need to make up the difference. The rest of it is for irrigation.

Joe Urbanik states that it is the Improvement District's desire to find a more economic means to convey water to the Service District.

1

Brent Rose states that the protection that we have is that under Utah low, the contracts are enforceable perpetually.—We know, we have an agreement with Joe and Tom and Brett on the board, but they are not always going to be on the board and so the concern that we have is with the next board and the next one after that and so on. We can structure this so that everybody can benefit.

Randy Jones tells the Improvement District that he hopes they get the feeling and can see that the Service Agency is scrious about conserving, that when we take the golf course there will be some serious renovations going on there to conserve.

loe Urbanik suggests that we continue dialogue in a collaborative way and look for options.

Tom Parker states that he sat on the Service Agency board in the past and that he knows where we are at but he thinks there has been a feeling that the Improvement District wants our water and our water

Government Body	Area to Serve		Water	Rights	Ac.Ft.
Service Area No.11	43 Ac. of Open Space (Required - 172 Ac. Ft.).	Claim Glaim Claim	12763 12768 12769	
	į		Claim Cert.	12770 5711 Seg.	.85 7 80
				Total	172
Service Area No. 2	Stansbury Club House C Stansbury Lake Golf Course Lakes Parks	xelqmo	Cert. Cert. Milipond	5580 Seg. 5711 Seg. 1/7	115.93 2 309.17 1 350.00
•	- 114 acres - (Required - 774 Ac. Ft.)			
				Total	774
Improvement District	1089 Single Family Lot 400 Multi-family Units 21 Ac. Industrial and institutionals 78 Ac. Commercials 138 Ac. Golf Course (Raquirad ~ 2184 Ac. Fi	5.0 532	Cert. Claim Claim Applica. Applica. Cert. Cert.	.5580 Seg. 14208 14209 35003 36931 7530 7092 4727	1037.01 2/ 6.50 138.59 10.88 480.00 24.07 1.57 320.00
	_, ,	-	Cert.	542 5713	446.58 220.01 -1
				·	V e1.0832

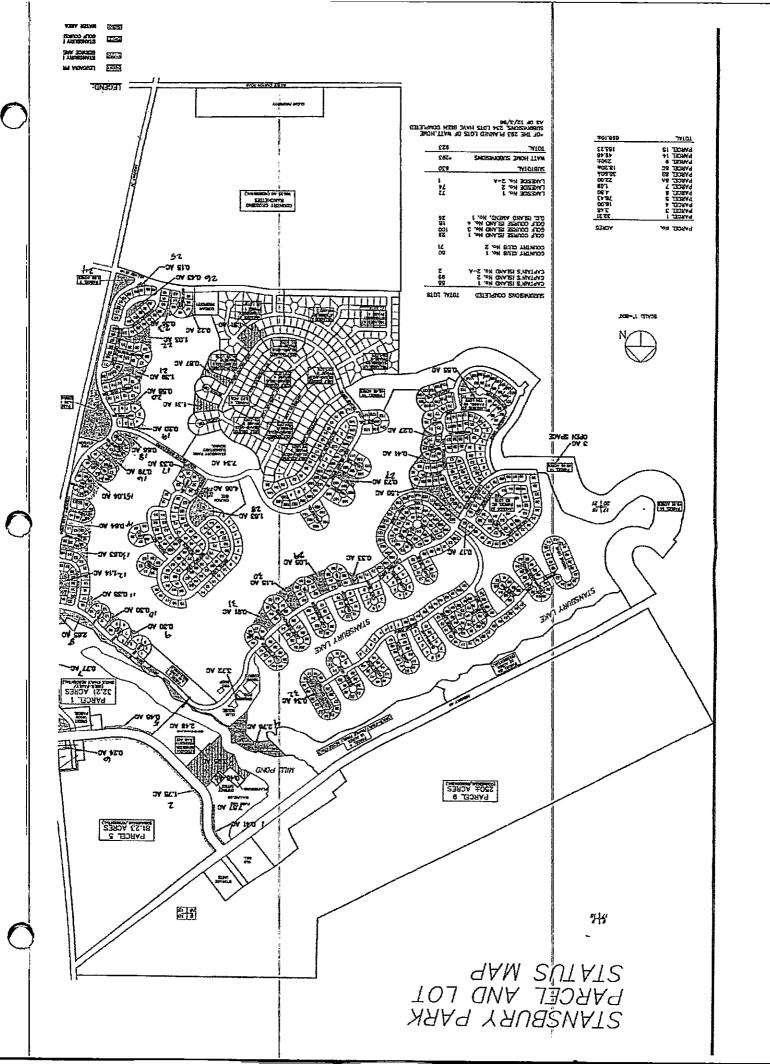
NOTE: If the Stansbury Park Improvement District, in the process of submitting proof, change application and/or extension of time, exceeds 2184 A.F.; then 50 percent of the amount that exceeds the 2184 A.F. will be conveyed back to Terracor.

TIBIHXE

GREEN AREAS AND OPEN SPACE TO BE OWNED BY TOOELE COUNTY

1. All those certain green areas, common areas, and entry ways, as designated on the recorded subdivision plats are delineated pelow).

l l	
4	appropriate survey.
oou completion of an	u benimnateb ed of sare bns anoiznamib
	Drive, Country Glub Drive and Stansbur
letter et et et or olor i wood	That certain open apace and within the
PRION CHICATO SONE LEGISCON	, out midting ages ages a
100, 101 (All Lots)	. A-S . oM brisis is in Spital A-S
69 nguonti 78 , SS nguonti 1	S . old bright s'nisideO
(eto.) IIA) 85 dguondt I	f .oh brafal a'nisdaS
183 through 200 (All Logs)	. Golf Course Island No. 4
1 through 100	Golf Course Island No. 3
1 through 22, 54 through 59	Golf Course Island No. i Amended
(Etol IIA)	
157, 158, 161 through 182	
133, 147, 148, 152, 156	Golf Course Island No. 1
(etoJ 11A) 8S1	Lakeside No. 24
1 through 22, 76 through 127	Lakeside No. 2
(etoJ IIA) SV riguondt t	Lakeside No. 1
(etol I/A) IV devondt f	Country Club No s
(eto.1 IIA) 08 Aguondt 1	Country Club No
Lots Included	uojsivipqns



February 8, 2024

Stansbury Service Agency 1 Country Club Dr #1 Stansbury Park, Utah 84074

Stansbury Service Agency,

The North Valley Communities That Care (NVCTC) would like to request a free/reduced rate to hold monthly meetings at the Stansbury Clubhouse. NVCTC uses evidence-based strategies to empower individuals and families to be healthy, engaged, and compassionate members of society. NVCTC does not collect income for the services that it provides to the Stansbury community. Most of the coalition members are volunteers from our local community, who dedicate their time to making Stansbury a better environment for our youth. Having a facility where our coalition can meet regularly would greatly increase our effectiveness in the community.

Our coalition meets every fourth Thursday monthly from 6 pm-7pm. (During the holiday season, we typically meet once for a combined November/December meeting on the 3rd Thursday of December.) We would like to continue this pattern if it is acceptable to the Stansbury Service Agency, and we would be flexible when needed circumstances arise to change meeting times. We typically expect 5-10 coalition members at our monthly meetings. Thank you for considering our proposal. If further questions arise, please contact the North Valley Communities That Care coordinator.

Sincerely,

Jared Hall, BPH
North Valley Communities That Care Coordinator
jared.hall@tooelehealth.org
(O) 435-277-2479



Stansbury Park Stats January 2024



						<u>Misdemeanor</u>	Felony
<u>Details</u>	Traffic Stops	<u>Citations</u>	<u>Warnings</u>	<u>Accidents</u>	<u>DUI</u>	Arrests	Arrests
164	125	33	84	2	3	10	3

Top Incident Natures	
SUSPICIOUS	13
	10
AGENCY ASSIST	9
ACCIDENT-PD	8
ALARM-BUSINESS	6
ASSAULT	6
JUVENILE PROB	6
THEFT	6
SUSPICIOUS VEH	5
CITIZEN ASSIST	4
CIVIL PROBLEM	4
SCAM	4
UNWANTED GUEST	4
BARKING DOG	3
DOMESTIC	3
HANG UP 911	3
WELFARE CHECK	3
ABANDONED VEH	2
ALARM	2
CONVULSIONS	2
DRUGS	2
DUI	2
FIX IT TICKET	2
HIT & RUN-PD	2
IDENTITY FRAUD	2
MENTAL SUBJECT	2
PSYCHIATRIC	2
SUICIDE THREATS	2
TRAFFIC COLLISI	2
TRAFFIC STOP	2
TRESPASSING	2
VANDALISM	2
VIN INSPECTION	2
ALARM-RES	1
ATTENDED DEATH	1
CARDIAC ARREST	1
CHILD ABUSE	1
CHOKING	1
CROSSING GUARD	1
CUSTODIAL INTER	1
DEAD BODY	1
DISORDERLY	1
Others	26

If you have questions or would like the Sheriff's Office speed trailer, contact Lieutenant Eli Wayman at eli.wayman@tooeleco.org or Chief Deputy Brian White at 435-882-5600. Tooele County Sheriff's Office 1960 South Main Street Tooele Utah 84074

