

### **Stansbury Service Agency Work Minutes**

Date: Wednesday, May 8<sup>th</sup>, 2024 Location: 1 Country Club Drive, STE 1, Stansbury Park, UT 84074 Time: 7:00 PM

- 1. Call to Order made by Brett Palmer at 7pm
- 2. Roll Call
  - a. Brett Palmer Present
  - b. Maria Sweeten Present
  - c. Ammon Jacobsmeyer Present
  - d. Kyle Shields Present
  - e. John Wright Present
  - f. Cassandra Arnell absent for Personal Matter

Staff

James Hanzelka – Present Kellianne Rosemann – Present Shawn Chidester - Present

- 3. Review of Public Comments from the last meeting
  - a. There were no public comments.
- 4. General Manager Updates
  - a. Lake Clean up has been postponed to May 18<sup>th</sup> due to the lead volunteer being out of town.
  - b. Current Volunteer Committees
     Mary Wilson who lives on the lake has agreed to manage the adopt the greenbelt program. She will be taking over as the Gardener and Arborist.

Stansbury Days will be headed by Joyce McMullen again this year. Greg and Meg Payeur will be over the Vendors and the Car Show with be done by Brandon Peterson. This year Lantis Fireworks will be contracted for the firework show. There were the same cost as previously contracted companies but they over more shells.



Food Trick Nights have brought 13 Trucks over 2 nights (Thursday May 2<sup>nd</sup> and Friday May 3<sup>rd</sup>). The food trucks paid the Service Agency \$1,032.00 for the two nights. Which equals out to being about \$94.00 a Food Truck

#### **Current Major Project**

- The offer to bid out Millpond Bathroom has been posted through various news sources and the State. The Millpond Design Contract is under review by John Wright and Brett Palmer
- Shoreline Improvements has been worked on by Shawn Chidester. He has been developing contracts.

#### Safety Issues

- Fire Extinguisher updates have been done by State Fire, their bid was significantly less than companies previously used by the service agency.
- Kasey Nobles is working on setting up a camera at Porter Way Park bathroom by the pickleball courts in the hope to help ease vandalism and nuisance.
- Playground equipment is still being looked over.

#### **Maintenance**

- Kyle Shields has been working on the sprinklers at Ponderosa Park and he will be looking at Woodland Park next.
- A protocol is being put in place between Stansbury Service Agency and Stansbury Park Improvement District on how to keep the lake levels better.

#### **County Grants**

• The Service Agency has received \$25,000.00 for the Shoreline Project and \$4,000.00 for the library for the summer reading program. There are still two grants pending – County Tourism for corporate events at the golf course which amount to \$10.000.00-\$15,000.00. Department of Transportation grant for the bridge replacement and trails is for \$2,000,000.00.

#### **New Contracts**

- Pepsi has reduced their contract significantly to keep us from going to Coca
   Cola. We have signed the contract with Pepsi.
- Lantis Fireworks Contract for Stansbury days has been signed. It will be the same cost as previous years but more fireworks.
- Allied is a company that we will be paying for the use of a new printer. We have signed a contract with them.

 Verizon contract has been resigned at a lower cost and additional hotspots have been added.

#### Odds and Ends



- James Hanzelka attended the County trails meeting with the County. The County would like to take some trails off their map. A biking trail through Stansbury concerns them about liability.
- We are removing the dumpster located at Porter Way Park because of illegal dumping and we will be moving it to the Service Agency shop by Sagers Park
   -John Wright asked if we should leave it there in the summer.
   -James Hanzelka responded that we would put extra cans to support extra trash.
- Mac Blevins has been working through wiring issues on the golf course and surrounding areas.

#### Golf Course 2023/2024 Comparison

Overall, the Golf Course is ahead financially compared to 2023.

#### **Financials**

 Total Revenue because its is Tax Heavy is lagging behind because we won't receive taxes until the end of the year.

#### **Expenses**

 Project management is heavy because we have been doing a lot of work on projects related to impact fees. The sums are coming out of impact fees. Our burn rate has been flat.

#### 5. Discussion Items

- a. DWR Presentation on the Lake by Chris from DWR
- b. Golf Course Update presented by Doug Brown Golf Course Business Manager
  - i. Doug Brown has been at the Golf Course for 2 and half months.
    - 1. Staffing updates Tom Costello retired about a month ago. The Golf Course staff is working on keeping a lot of traditions but also enacting changes that need to be done.
    - 2. 6 Leagues 5 leagues have started. As they are going the Golf Course is trying to make changes to help make things more efficient.
    - 3. More community involvement and becoming more inviting the public.
      - a. Movie at the golf course for Youth on May 31st.
      - b. Try to have more activities and tournaments in the future.
    - 4. Additional Notes
      - a. The Golf Course is still looking for an Assistant Pro
    - 5. Questions
- Maria Sweeten asked if participation at the Golf Course has gone down this year to last year.
- Doug Brown responded it's the same.



- John Wright asked if Fore up has been beneficial for the Golf Course.
- Doug Brown responded that they are still digging into Fore up and using it more efficiently.
- John Wright asked that we use the advertising tools more on Fore up.
- Doug Responded that that is the goal.
- c. Review interlocal agreement between Stansbury Service Agency & Stansbury Park Improvement District and Contract of Sale of Water Rights
  - i. Brett Palmer, who works as the manager at Stansbury Park Improvement District, was contacted about water rights for sale. He investigated the bankruptcy and noticed that Teracore gave water rights to the Stansbury Recreation Service area, Stansbury Greenbelt Service Area, and the Stansbury Service Agency. After looking at all the shares it was determined that 20 water rights could be sold. If Stansbury Park is developed and all the water rights have not been used, the remaining water rights will be deeded over to the state. Brent Rose prepared an interlocal agreement between SSA and SPID. The interlocal agreement allows SPID to take care of the transaction.
- d. Pool Repair Costs Decision to open.
  - i. To repair the pool, it is going to cost \$27,286.25. \$4,000.00 to grind and fill the deck. \$800.00 dollars to fill the bottom of the pool and clean off rust marks. \$16,496.25 to repair electrical in the pool support buildings. The Diving board replacement will cost \$6,000.00. The electrical panel has wiring that is not in good condition. For example, Outlets are overloaded, and the electrical panel needs replacement. The electrical problems are more of a safety issue. After discussion the board is tentatively moving forward with fixing electrical but not doing the diving board.
- e. Lighting in Tunnel
  - i. All the lighting has been knocked out in the tunnel. The tunnel is dark night and day. John Wright had an electrical company bid to put lights in the tunnel.
     \$5,310.00 is what their bid came out to being. The old lights cannot be replaced as they are no longer available. This is something that is not in the budget.
- f. Triathlon Contract and Gaming contract will be put in place to make sure that the Service Agency is covered for events.
- g. Pageant Proposal This will be the second year of Stansbury Pageant
- h. Review of Stansbury Service Agency Administrative Policy Manual Chapter 2
- i. Stansbury Service Agency Adopt a Greenbelt project is underway.



- 6. Board member reports and requests
- John Wright Master plan items done around the millpond parking lot restroom and hill. Blu Design helps with those items. He spoke with Blu Design today and will meet

with them again tomorrow. We do not have a 5-year contract with them currently, but he would like to get some sort of better contract in place to use them easier. Kyle Shields responded that we have two options. A task order bid or a formal bid. He is making progress on Porter Way Park.

- b. Kyle Shields Sprinkler system and water flow in the parks are going to need to have nozzles replaced. Ponderosa is the first park that he is working on currently. He is going to go to Woodland Park next to fix the sprinklers there. He would like Ponderosa to be on Weather Trak. He would like 1 elbow on the bottom of the sprinklers.
- c. Ammon Jacobsmeyer- Finance meeting is on the 20<sup>th</sup>. Mother's Day event was great. Volunteers are stepping up and showing up.
- 7. Motion to close public meeting to go into closed session to discuss litigation made by Brett Palmer
- 8. John Wright made a motion to close the work meeting and adjourn to closed session to discuss litigation Kyle Shields seconded.

Vote as follows:

Kyle Shields, Aye, Ammon Jacobsmeyer, Aye, John Wright, Aye, Brett Palmer, Aye. The Motion Passed.

- 9. Entertain a motion to close the closed session and return to open session made by Brett Palmer.
- 10. So moved by Ammon Jacobsmeyer and Kyle Shields at 9:38pm.
- 11. Motion to Adjourn work meeting for Monday, May 8<sup>th</sup>, 2024, by John Wright and seconded by Ammon Jacobsmeyer at 9:41pm.

Kyle Shields, Aye, Ammon Jacobsmeyer, Aye, John Wright, Aye, Brett Palmer, Aye. The motion Passed.

The content of these minutes is not intended, nor are they submitted, as a verbatim transcription of the meeting. These minutes are a brief overview of what occurred at the meeting.

Approved this 17 day of July 2024.

Brett Palmer, Board Chair



# NOTICE OF THE STANSBURY SERVICE AGENCY BOARD OF DIRECTORS WORK MEETING

PUBLIC NOTICE is hereby given that the Board of Directors of the Stansbury Service Agency hereby gives notice of the Meeting of the Stansbury Service Agency Board of Directors, which shall be open to the public, to be held on Wednesday, May 8th, 2024, at 7:00 pm at the Clubhouse, 1 Country Club Dr. Ste 1, Stansbury Park, Utah

### **Stansbury Service Agency Work Agenda**

Date: Wednesday, May 8<sup>th</sup>, 2024
Location: 1 Country Club Drive, STE 1, Stansbury Park, UT 84074
Time: 7:00 PM

- 1. Call to Order
- 2. Roll Call
- 3. Review of Public Comments from the last meeting
- 4. General Manager Updates
- 5. Discussion Items
  - a. DWR Presentation on Lake
  - b. Golf Course Update
  - c. Review interlocal agreement between Stansbury Service Agency & Stansbury Park Improvement District and Contract of Sale of Water Rights
  - d. Pool Repair Costs Decision to open
  - e. Lighting in Tunnel
  - f. Triathlon Contract
  - g. Gaming Trailer Contract
  - h. Pageant Proposal
  - i. Revue of Stansbury Service Agency Administrative Policy Manual Chapter 2
  - j. 1-N list of Projects
  - k. Stansbury Service Agency Adopt a Greenbelt
- 6. Board member reports and requests
- 7. Motion to close public meeting to go into closed session to discuss litigation.
- 8. Motion to close executive session and return to open session.
- 9. Motion to Adjourn



# April 2024 Monthly Report

We had a great month of April at the golf course. Here are some of the highlights.

Tom Costello retired at the first of the month and the remainder of previous staff made the choice to leave with him. Tom left with many years of providing a high level of customer service to the locals and MANY friendships and industry expertise. Tom has been missed by staff and by the golfers. When Tom left the remainder of previous staff decided to leave as well. Although there have been some grumblings with staff changes and other changes we have had a warm welcome from the majority. We are excited to bring on some new faces and continue to improve the culture at the golf course.

We have 120 participants in our leagues. We have leagues for ladies, seniors, super seniors, and men. Our couples league will start in May. League play has brought in \$6432 in funds specific to the golf shop, which doesn't include green fees, merchandise and F&B. The leagues are strong and we continue to look for ways to leverage these leagues for more revenue and a better golfer experience. To improve league play we are utilizing the website for results and we have increased the amount of funds going through the pro shop. We are striving to create a more profitable, more transparent and golfer friendly leagues.

We are excited about our lesson programs. We start our group lessons this week and we have already started teaching individual lessons. Lessons are a great way to build new customers and create more community engagement.

Revenues are trending on average and course conditions are good. We had a couple of rainy weekends which hurt but feel like we are in a good place.

Doug Brown

Golf Business Manager Stansbury Park Golf Course

# Sales Data

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2024	S	19,908	S	50,156	\$ 54,941	8	73.232	\$ 198,737	•														\$	190,237
2023		5,503	5	5,463	\$ 24,651	\$	96,490	\$ 132,107	s	79,071	\$	85,189	\$	79,598	\$ 81,298	\$	78,158	\$	50,078	\$	38,896	\$ 22,491	\$	646,886
2022	\$	51,008	\$	37,915	\$ 65,764	\$	82,662	\$ 237,349	3	86,057	\$	98,335	\$	97,808	\$ 90,491	\$	71,411	\$	42,739	\$	11,270	\$ 7,068	\$	732,528
2021	\$	38,833	\$	25,247	\$ 74,592	\$	78,381	\$ 217,053	S	107,725	\$	100,054	\$	101,251	\$ 92,578	S	86,056	\$	48,802	\$	64,679	\$ 16,620	\$	834,81
2020		No Data		No Data	\$ 46,047	\$	87,705	\$ 133,757	\$	112,268	\$	99,434	\$	109,045	\$ 90,138	\$	89,139	\$	72,128	\$	51,358	\$ 17,168	\$	774,43
Average	\$	28,813	\$	20,695	\$ 53,109	\$	86,310		8	96,280	5	05,753	5	94,426	88,626		81,191	5	53,437	5	41,551	\$ 15,837	3	765,117
Goat	\$	20,000	\$	50,000	\$ 50,000	3	82.000	\$ 202,000	8	95,008	\$	95,000	\$	95,000	\$ 88,000	\$	80,000	\$	52,000	\$	15,000	\$ 7,000	\$	729,000
YTD to Goat	\$	(92)	\$	64	\$ 5.005	s	(3.763)																	

# Tee Time Sales by Price Class

11	31517.00	2504.00
Comp	0.00	22 00
Employee	0.00	73 00
High School	0 00	12 00
Jumora	1196 00	98 00
Pass w/ Carts	15 00	488 00
Pass w/o Certs	20.00	214 00
PGA	0 00	15 00
PGA Book	1230 00	82 00
Punch Card	505 00	149 00
Raincheck	0 00	3 00
Regular	28551 00	1348 00

#### INTERLOCAL AGREEMENT

Providing for and Confirming the Transfer and Administration of Stansbury Recreation Service Area and Stansbury Greenbelt Service Area Water Rights

THIS INTERLOCAL AGREEMENT ("Agreement"), is made and entered into this day of
, 2024, by and among STANSBURY PARK IMPROVEMENT DISTRICT, a body
corporate and politic of the State of Utah ("SPID"), STANSBURY GREENBELT SERVICE AREA,
originally designated as Tooele County Service Area No. 1, a body corporate and politic of the State of Utah
(the "Greenbelt Service Area"), STANSBURY RECREATION SERVICE AREA, originally designated as
Tooele County Service Area No. 2, a body corporate and politic of the State of Utah (the "Recreation Service
Area"), and the STANSBURY SERVICE AGENCY, an interlocal agency and body corporate and politic of
the State of Utah, organized under the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Ann.
(the "Interlocal Cooperation Act"), by and between the Recreation Service Area and the Greenbelt Service
Area (the "Service Agency"). SPID, the Recreation Service Area, the Greenbelt Service Area and the Service
Agency are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

#### **RECITALS**

- A. Terracor, a Utah corporation ("Terracor"), the original owner and developer of the planned community situated in north Tooele County known as Stansbury Park ("Stansbury Park"), filed for bankruptcy (the "Terracor Bankruptcy"), and was discharged of its obligations to Stansbury Park pursuant and subject to a Plan of Reorganization (the "Bankruptcy Plan"), approved by the Federal Bankruptcy Court in 1983.
- B. The Stansbury Recreation Service Area and the Stansbury Greenbelt Service Area were created in connection with and at the time of the Terracor Bankruptcy for the purpose of taking title to certain real properties, facilities and other assets owned by Terracor and used by it in providing of certain recreation, park, greenbelt and related services within Stansbury Park. Pursuant to the Bankruptcy Plan under order of the Federal Bankruptcy Court: (i) the Recreation Service Area took title to the Stansbury Golf Course, maintenance building and pro shop, water wells known as Well A and Gordon Well No. 1, Stansbury Lake, the Stansbury clubhouse and swimming pool, tennis courts, and an undivided 50% interest (the other 50% (02271621-1)

interests being owned by SPID) in the office and shop space located at 10 Plaza, and all related assets, facilities and equipment (the "Recreations Facilities"), and assumed from Terracor the responsibility of owning, operating, maintaining and repairing said facilities and providing within Stansbury Park recreation and related services utilizing said properties and facilities; and (ii) the Greenbelt Service Area took title to all of the greenbelt and park properties within Stansbury Park (the "Greenbelt Facilities"), and assumed from Terracor the responsibility of owning, operating, maintaining, caring for and improving said facilities and providing within Stansbury Park open space and park services utilizing said properties and facilities. (The Recreation Service Area and the Greenbelt Service Area are sometimes referred to collectively herein as the "Service Areas"). The Recreation Facilities were transferred by Terracor to the Recreation Service Area, and the Greenbelt Facilities were transferred by Terracor to the Greenbelt Service Area, pursuant to and in conformance with the terms set forth in specific assumption agreements applicable to each entity.

- C. The Service Agency was organized in 1992 for the purpose jointly operating, maintaining, repairing and improving the Recreation Facilities and the Greenbelt Facilities, and administering all recreation, greenbelt and park services to be provided within Stansbury Park utilizing said facilities, all under the governance of a combined board comprised of the boards of trustees of the two Service Areas.
- D. Water rights owned by Terracor, of record at the Utah Division of Water Rights (the "Division of Water Rights"), in amounts sufficient for the irrigation, storage and operation of the Recreation Facilities and in providing the services utilizing said facilities were separately transferred by Terracor to the Recreation Service Area, and the water rights of record at the Division of Water Rights in amounts sufficient for the irrigation and operation of the Greenbelt Facilities and for use in providing the services utilizing said facilities were separately conveyed by Terracor to SPID, for and in behalf of the Greenbelt Service Area, all pursuant to the Bankruptcy Plan. The water rights transferred by Terracor to the Recreation Service Area and water rights transferred to SPID in behalf of the Greenbelt Service Area are as follows:
- (1) Recreation Service Area Water Right Nos. 15-2862, 15-2965, 15-2978, 15-3065 and 15-3256, which the Parties agree are cumulatively quantified at 850 acre-feet, subject to the terms and conditions set forth in each of the described water rights (the "Recreation Water Rights").

- (C5711, now WR No. 15-2979), which the Parties agree are cumulatively quantified at 172 acre-feet, subject to the terms and conditions set forth in each of the described water rights (the "Greenbelt Water Rights").

  (The Recreation Water Rights and the Greenbelt Water Rights are sometimes referred to herein collectively as the "Water Rights")
- E. It is acknowledged by the Parties and hereby confirmed that: (i) as approved by the boards of trustees of the Greenbelt Service Area and SPID, legal title to the Greenbelt Water Rights was transferred by Terracor to SPID for and in behalf of the Greenbelt Service Area, pursuant to the Bankruptcy Plan in 1983, and (ii) as approved by action of the boards of trustees of the Recreation Service Area, the Service Agency and SPID, legal title to the Recreation Water Rights was transferred by the Recreation Service Area and the Service Agency to SPID in 2008; however, no written agreements among the Recreation Service Area, the Greenbelt Service Area, the Service Agency and SPID, setting out the purpose and terms pursuant to which their respective water rights were transferred to SPID were ever formalized. The purpose and intent of this Agreement is to set forth and re-confirm the purpose, understanding and intent of the Parties and the terms governing the transfer and confirmation of the transfer of said water rights to SPID and the use of water thereunder.

NOW, THEREFORE, in consideration of the terms, covenants and conditions herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually and cooperatively agree as follows:

#### **AGREEMENT**

- 1. <u>INCORPORATION OF RECITALS</u>. The Recitals first set forth above are hereby incorporated into and made a part of this Agreement as though fully set forth herein.
- 2. <u>CONFIRMATION OF TRANSFER OF WATER RIGHTS</u>. The Parties hereby each understand and agree that it is in the best interest of the public served by each of the Parties, for the reasons stated in Section 4(a) herein, that the Water Rights owned by the Stansbury Recreation Service Area and the Stansbury Greenbelt Service Area, which were originally acquired by them pursuant to the Bankruptcy Plan (02271621-1)

resulting from the Terracor Bankruptcy, should be transferred to and be-held and administered by SPID, and that the previous transfer of the same to SPID as provided in the Recitals above, be approved and confirmed, with the acknowledgment and agreement that SPID hereby confirms and accepts the transfer of the Water Rights and agrees to hold and administer the same subject to the terms and conditions set forth in this Agreement, effective retroactively with respect to each of the water rights as of the date of transfer of each of the said water rights to SPID.

BENEFICIAL TITLE AND USE OF WATER UNDER THE WATER RIGHTS. Although legal title to all of the Water Rights is owned by SPID as a public water supplier, being authorized by order of the State Engineer for municipal use, as defined by the Division of Water Rights, within the service area of SPID (the boundaries of which contain all of the property within the legal boundaries of the Service Areas), it is the understanding and agreement of the Parties that the Recreation Service Area owns and holds beneficial title to the Recreation Water Rights, meaning that all rights to the use of water for municipal use thereunder belongs to and is reserved by SPID for the sole benefit of the Recreation Service Area upon and in connection with the properties it owns and for the services it provides as set forth herein; and that the Greenbelt Service Area owns and holds beneficial title to the Greenbelt Water Rights, meaning that all rights to the water for municipal use thereunder belongs to and is reserved by SPID for the sole benefit of the Greenbelt Service Area upon and in connection with the properties it owns and for the services it provides as set forth herein.

#### 4. <u>ADMININSTRATION OF THE WATER RIGHTS; SALE OF WATER RIGHT CREDITS.</u>

(a) Administration of the Rights. It is acknowledged and agreed by the Parties that: (i) given SPID's expertise and experience in the law and the administration of water rights in regards to matters pertaining to the Division of Water Rights; and (ii) given that SPID is the public water supplier for all of Stansbury Park and in such capacity owns, controls and is responsible for the operation, maintenance, repair and replacement of all wells and other sources of water supply (with the exception of the Gordon Well No. 1, Reserves Well, and Millpond Pump), pursuant to which water under the Water Rights is in fact diverted and delivered by SPID to the respective properties of the Recreation Service Area and the Greenbelt Service Area for use as provided herein; it is hereby mutually confirmed and agreed that SPID shall assume and be solely (02271621-1)

responsible for the administration, management and protection of the Water Rights as the legal owner thereof, including, without limitation, the maintaining of the Water Rights in good standing with the Division of Water Rights, and the timely filing of requests for extension of time in filing proof of appropriation and the filing of proof when required. SPID shall keep the Service Areas fully advised, as appropriate, as to the standing and status of the Water Rights.

#### (b) Sale of Water Right Credits in the Event of Surplus Water Rights.

- It is agreed by the Parties that SPID shall be authorized to analyze whether, and to what extent, the quantity of Water Rights conveyed by Terracor to either the Recreation Service Area or the Greenbelt Service Area pursuant to the Bankruptcy Plan may be in excess of that required to satisfy the actual use requirements of either in connection with the Recreation Facilities and the Greenbelt Facilities, respectively, transferred to them pursuant to the Bankruptcy Plan. The extent of the surplus, if any, shall be calculated by SPID based upon metered water delivery and use data generated by it with respect to the quantity of water actually delivered and used under the Water Rights, as measured and analyzed by SPID over time in comparison to the anticipated delivery and use requirements quantified by Terracor based upon the quantity of Water Rights determined to be needed at the time of conveyance of the Water Rights to the Service Area as set forth in the Bankruptcy Plan.
- Agency, that there is a surplus with respect to the Water Rights of either of the Service Areas, SPID shall have the authority, subject to the provisions of this Section, to transfer and sell, to one or more third-party developers of land within SPID's service area, beneficial interests in the Water Rights, represented by water right credits ("Water Right Credits") in such amounts as the two entities shall determine is appropriate. All Water Right Credits issued as provided herein must be banked with the District and used to satisfy the District's water dedication requirements in connection with the development of the third-party developer's land subject to and in conformance with the terms and provisions of a water credit purchase and banking agreement to be executed between the third-party developer and the District. The sale of Water Right Credits shall be subject to the following:

- (A) Any third-party developer acquiring Water Right Credits shall be required to pay an acquisition fee in such amount as shall be determined from time-to-time, calculated at a set price per acre-foot, as determined by the Service Agency in its sole discretion multiplied by the number of acre-feet or Water Right Credits to be acquired by said third-party developer (the "Water Right Credit Acquisition Fee"). The amount of the Water Right Credit Acquisition Fee and all other terms and conditions pursuant to which the Water Right Credits may be sold shall be set forth in a Water Right Credit Purchase and Banking Agreement to be executed by and among the third-party purchaser of the Water Right Credits, the Service Agency acting in behalf of the Recreation Service Area or the Greenbelt Service Area, as the case may be, and SPID.
- (B) The irrevocable consent of the Service Agency, acting in behalf of the Recreation Service Area or the Greenbelt Service Area, as the case may be, to the sale of Water Right Credits by SPID as provided for in this Subsection 4(b), and the authority of SPID to proceed with the purchase and sale transaction to effectuate the same, shall be made manifest and evidenced by the execution of the Water Right Credit Purchase And Banking Agreement by the Service Agency and SPID.
- (C) Surplus Water Right Credits shall be offered for sale at such time, in such manner and according to such procedure as the Service Agency and the District shall at the time agree.
- (D) All proceeds received from the sale of any Water Right Credits shall, at closing of the sale, be immediately paid over by SPID to the Service Agency for use by the Service Agency as it sees fit in its sole discretion, and SPID shall have no claim to or interest in said proceeds.
- 5. <u>DELIVERY OF WATER UNDER THE WATER RIGHTS</u>. Water under the Water Rights shall be delivered by SPID for use by the Service Areas at such points of delivery as shall be agreed-to by the Parties in conformance with and subject to all applicable rules, regulations and policies of SPID.
- 6. <u>REIMBURSEMENT OF COSTS</u>. All costs and expenses, of whatsoever kind or nature, incurred by SPID solely in connection with or involving the Water Rights, including, without limitation, costs incurred in the filing of requests of extension of time to file proof, the filing or proof of appropriation with the Division of Water Rights, the review and filing of appropriate protests in connection with newly-filed water (02271621-1)

right applications by third-parties affecting the Water Rights, and other administrative matters pertaining to the Water Rights, shall be reimbursed in full by the Service Agency to SPID as billed by SPID.

- 7. REVIEW OF WATER RIGHT RECORDS. The Service Areas shall upon reasonable request have the right, during normal business hours, to review and inspect all SPID records pertaining to the Water Rights, and SPID agrees to fully cooperate with the Service Areas with respect to the same.
- 8. <u>FURTHER DOCUMENTS AND ACTS</u>. Each of the Parties hereto agrees to cooperate in good faith with the other, and to execute and deliver such documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the intent of the Parties hereunder.
- 9. <u>ENTIRE AGREEMENT</u>. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all other prior agreements, understandings, statements, representations and warranties, oral or written, express or implied, by and among the Parties and their respective affiliates, representatives and agents in respect of the subject matter hereof.
- 10. <u>AMENDMENTS</u>. This Agreement may only be changed, modified or amended, in writing, upon agreement of the Parties.
- NO THIRD PARTY BENEFIT. This Agreement shall not be deemed to create any right in any person who is not a Party (other than the permitted successors and assigns of a Party), and shall not be construed in any respect to be a contract, in whole or in part, for the benefit of any third party (other than permitted successors and assigns of a Party hereto).
- 12. CONSTRUCTION. This Agreement is the result of negotiations between the Parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise.

  Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Each Party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party who (or who's attorney) prepared the executed Agreement or any earlier draft of the same. As used herein, all words in any gender shall be deemed to include the

masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

- 13. PARTIAL INVALIDITY. If any term or provision of this Agreement or the application thereof to an person or circumstance shall, to the extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
- 14. <u>COUNTERPARTS; ELECTRONIC SIGNATURES</u>. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but all such counterparts taken together shall constitute only one agreement. A signature received via facsimile or electronically via e-mail shall be as legally binding for all purposes as an original signature.
- MAIVER. No consent or waiver, express or implied, by any Party to or of any breach or default by any other Party in the performance by such other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such other Party hereunder. Failure on the part of any Party to complain of any act or failure to act of any other Party or to declare any other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such first Party of any of its rights hereunder.
  - 16. NO SEPARATE LEGAL ENTITY. No separate legal entity is created by this Agreement.
- 17. <u>DURATION</u>. Pursuant to the provisions of Section 11-13-216 of the Interlocal Cooperation Act, this Agreement shall extend for a term of not to exceed 50 years, or a longer term as hereafter authorized by statute, and the term hereof may be extended upon formal action of the Parties.
- 18. <u>ASSIGNMENT</u>. No Party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from the other Parties, which consent shall not be unreasonably withheld, conditioned or delayed so long as the assignee thereof shall reasonably be expected to be capable and willing to perform the duties and obligations being assigned.

- 19. <u>INTERLOCAL COOPERATION ACT REQUIREMENTS</u>. In satisfaction of the requirements of the Interlocal Cooperation Act, the Parties agree as follows:
- (a) Pursuant to the provisions of Section 11-13-202.5 of the Interlocal Cooperation Act, this Agreement shall be authorized and adopted by resolution of the board of trustees on behalf of SPID and the board of trustees on behalf of the Service Agency;
- (b) Pursuant to the provisions of Section 11-13-202.5(3) of the Interlocal Cooperation Act, this Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party; and
- (c) Pursuant to the provisions of Section 11-13-209 of the Interlocal Cooperation Act, executed copies of this Agreement shall immediately be deposited with and remain in the official records of SPID and the Service Agency during the effective term hereof.
- 20. <u>EFFECTIVE DATE</u>. This Agreement shall become effective upon a resolution duly adopted by the board of trustees of SPID and the board of trustees of the Recreation Service Area, the Greenbelt Service Area and the Agency and compliance with the provisions of Subsection 19(c) herein.
- 21. <u>AUTHORITY TO BIND</u>. Each individual executing this Agreement represents and warrants that such person is authorized to do so, and that upon the execution of this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the Party for whom such person is acting.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the day and year first set forth above.

(Signatures follow on the Succeeding Page)

	STANSBURY PARK IMPROVEMENT DISTRICT
	Board Chair
APPROVED AS TO FORM:	
Attorney for the District	STANSBURY RECREATION SERVICE AREA
	Board Chair
APPROVED AS TO FORM:	
Attorney for the Service Area	STANSBURY GREENBELT SERVICE AREA
APPROVED AS TO FORM:	Board Chair
Attorney for the Service Area	
SERVIC	E AGENCY APPROVAL
The Service Agency has read, unders	stands and concurs with the terms, covenants and conditions set
forth in this Agreement, and in its capacity a	s the operator and administrator of the Recreation Service Area
and the Greenbelt Service Area, agrees to b	pe bound by and operate and administer the Service Areas in
conformance with this Agreement.	
	STANSBURY SERVICE AGENCY
	Board Chair
APPROVED AS TO FORM:	
Attorney for the Service Agency	-

# GREENBELT SERVICE AREA BANKED WATER CREDIT PURCHASE AND BANKING AGREEMENT

(Ivory Development)

THIS GREENBELT SERVICE AREA BANKED WATER CREDIT PURCHASE AND BANKING AGREEMENT ("Agreement"), is made and entered into effective as of this \_\_\_ day of \_\_\_\_, 2024 (the "Effective Date"), by and between STANSBURY PARK IMPROVEMENT DISTRICT, a body corporate and politic of the State of Utah, #30 Plaza, Stansbury Park, Utah, 84074 (the "District"), and IVORY DEVELOPMENT, LLC, a Utah limited liability company, whose address is 978 EAST WOODOAK LANE, SLC,UT 84117 ("Ivory Development"). The District and Ivory Development are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

#### **RECITALS**

- A. The District was established, among other things, to accept, own and manage water and water rights and sources of water supply in providing municipal water service to its customers within the service area of the District. Typically, it is the policy of the District that water rights be dedicated to the District by the developers of real property who own and intend, in the near future, to develop real property located within the legal boundaries of the District. The water rights are to be dedicated, in advance, as a condition to water service from the District, consistent with the requirements of the District's rules, regulations and policies (the "Rules and Regulations"). In such instances, the water rights are dedicated in exchange for a proportionate number of water credits which are issued by and banked with the District.
- B. Terracor, the original developer of Stansbury Park, filed for bankruptcy and was discharged of all of its obligations to the community of Stansbury Park pursuant to a bankruptcy plan of reorganization approved by the bankruptcy court in 1983 (the "Bankruptcy Plan"). Under the Bankruptcy Plan, certain properties and facilities were conveyed by Terracor to Stansbury Service Area No. 1, now the Stansbury Greenbelt Service Area (the "Service Area"), which was created at the time of the Terracor bankruptcy. Inasmuch as the District was then the water service provider in Stansbury Park, the water rights appurtenant to the properties and facilities received from Terracor, as more particularly described in the Bankruptcy Plan, were conveyed to the District to be held for the use and benefit of the Service Area in connection with the properties and facilities conveyed to it (the "Bankruptcy Water Rights").
- C. The terms and conditions pursuant to which the Bankruptcy Water Rights were transferred to and held by the District have been memorialized in an Interlocal Agreement entered into between the Service Area and the District (the "Interlocal Agreement"). Under the Interlocal Agreement, the District owns legal title to the Bankruptcy Water Rights and the Service Area owns the beneficial title thereto. Further, under the terms of the Interlocal Agreement, the District is authorized to transfer and sell to one or more third-party developers of land within the District's water service area banked water credits issued to represent any excess Bankruptcy Water Rights that may be determined by the District to exist within its portfolio of Bankruptcy Water Rights ("Service Area Banked Water Credits"), for use as provided in this Agreement, consistent with the provisions of the Interlocal Agreement. The Interlocal Agreement provides that all proceeds derived from the sale of Service Area Banked Water Credits shall belong to the Stansbury Service Agency (the "Service Agency"), which was created in 1992 pursuant to a separate interlocal agreement between the Service Area and the Stansbury Recreation Service Area, under authority of the Utah Interlocal Cooperation Act, to operate the facilities and act for and in behalf of the two service areas.
- D. The District, after careful analysis, has now determined that in the portfolio of Bankruptcy Water Rights which were conveyed by Terracor to SPID for and in behalf of the Service Area under the

Bankruptcy Plan, there in fact exists a limited number of water rights in excess of the water rights necessary to satisfy the actual use requirements of the properties and facilities to which said water rights were appurtenant at the time the Bankruptcy Plan was approved, against which Service Area Banked Water Credits may be issued by the District.

- E. Ivory Development owns certain land located in the area of Stansbury Park, Utah, as more particularly described in <u>EXHIBIT "A"</u> hereto (the "Property"), which is situated within the service area of the District. Ivory Development plans in the near future to develop a real estate project on the Property (the "Project"), and desires to receive water service from the District for the entirety of the Project.
- F. In lieu of dedicating water rights as typically required by the District, Ivory Development desires to purchase from the District a certain number of the Service Area Banked Water Credits, and the District is willing to sell and issue to Ivory Development said banked water credits, all subject and pursuant to the terms and conditions of this Agreement, the Interlocal Agreement and all applicable policies, rules and regulations of the District.
- **NOW, THEREFORE,** in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

#### **AGREEMENT**

- 1. <u>Sale and Purchase of Service Area Banked Water Credits; Use</u>. Subject to and in conformance with the terms and provisions of this Agreement, the District hereby agrees to sell and Ivory Development hereby agrees to purchase a portion of the Service Area Banked Water Credits in an amount representing Twelve (12) acre-feet of water (the "Ivory Banked Water Credits"), which are to be held by Ivory Development and redeemed pursuant to the terms of this Agreement in satisfaction of the District's water right dedication requirements for the Project.
- 2. <u>Purchase Price and Payment</u>. The purchase price to be paid by Ivory Development to the District for the Ivory Banked Water Credits (the "Purchase Price") shall be \$30,000.00 per acre-foot of Ivory Banked Water Credits for a total amount due of THREE HUNDRED SIXTY THOUSAND DOLLARS (\$360,000.00). The total amount of the Purchase Price shall be paid, by wire transfer, in full at Closing as defined herein.
- 3. <u>Closing</u>. The transaction contemplated herein for the purchase of the Ivory Banked Water Credits shall close at a location, date and time to be mutually agreed upon by the Parties. The terms "Close," "Closing Date" and "Closing" are used herein to mean the date or dates the instrument confirming the issuance of Ivory Banked Water Credits is delivered by the District to Ivory Development, for which final payment of the Purchase Price therefor is paid by Ivory Development to the District.
- (a) <u>Ivory Development's Closing Deliveries</u>. At Closing, Ivory Development shall deliver or cause to be delivered to the District: (i) payment in full of the Purchase Price, and (ii) such documents as may be reasonably required by the District evidencing the authority of Ivory Development to consummate the transaction contemplated at the Closing.
- (b) <u>The District's Closing Deliveries</u>. At Closing, in exchange for payment of the Purchase Price, the District shall deliver to Ivory Development: (i) a Statement of Issuance of Ivory Banked Water Credits and acknowledgment of Payment evidencing that the District has issued the Ivory

Banked Water Credits representing 12 acre-feet of water on the books and records of the District, and (ii) such other documents as may reasonably be required by Ivory Development evidencing the authority of District to consummate the transaction contemplated at Closing.

(c) <u>Issuance and Vesting of Ivory Banked Water Credits</u>. The Ivory Banked Water Credits shall be entered on the District's water right credit account records as provided in Section 8 herein, and Ivory Development' rights and interests therein shall vest as of Closing.

#### 4. Reimbursement of District Costs and Expenses.

- (a) Ivory Development shall be required to reimburse the District for any and all costs and expenses incurred by the District in the preparation of this Agreement, and all proceedings, resolutions and other documentation required in effectuating this transaction including, without limitation, all costs and expenses incurred for attorneys, engineers, accountants and consultants' services, which obligation shall continue until such time as 100% of the Ivory Banked Water Credits issued to Ivory Home have been tendered to the District in conformance with the requirements of Section 9 herein.
- (b) Immediately upon the execution hereof, Ivory Development shall deposit with the District the sum of \$5,000.00 as a deposit to be drawn upon in the event of non-payment of costs and expenses by Ivory Development as required pursuant to this Agreement (the "Deposit").
- (c) Ivory Development shall reimburse the District for all costs and expenses incurred by the District within thirty (30) days of the District's invoice. In the event Ivory Development shall fail to timely pay the amount due under any invoice, the District shall draw against the Deposit in an amount equal to the unpaid invoice. In the event the Deposit is insufficient to pay an unpaid invoice, any unpaid amount shall be and remain due and payable and interest shall accrue thereon at the rate of 12% per annum until paid in full. In the event the District is required to draw against the Deposit, Ivory Development shall be required to replenish the Deposit to the full amount within ten (10) days of receipt of notice from the District. Any amounts remaining on Deposit after all of the Ivory Banked Water Credits have been tendered shall be returned by the District to Ivory Development.
- (d) Reimbursement of all costs and expenses incurred by the District shall be paid in full prior and as an express condition precedent to the District's acceptance of Ivory Home's tender of the Ivory Banked Water Credits for purposes of the Project as provided for in Section 9 herein.
- Ivory Development hereby affirmatively represents, as of the effective date of this Agreement: (i) that Ivory Development intends to develop the Property; (ii) that the Ivory Banked Water Credits shall attach to and be tendered for use in connection with the development of the Property pursuant to the provisions of Section 9 herein, and (iii) that the Ivory Banked Water Credits shall be tendered to the District in anticipation of the future development of said property within the Term hereof as defined in Section 9(c). In the event of an assignment of an ownership interest in the Ivory Banked Water Credits pursuant to the provisions of Section 11 herein, the assignee of the Ivory Banked Water Credits may substitute other property in the place of all or a portion of the Property, as described in and pursuant to the terms of said assignment. (All terms and provisions hereof pertaining to the Property and the Ivory Banked Water Credits shall all apply to any substitute property in the event of an assignment.)
- 6. **Issuance of Ivory Banked Water Credits.** The Ivory Banked Water Credits shall be issued to Ivory Development, subject to and in conformance with the following:

- (a) In Satisfaction of Water Right Impact Fee/Dedication Requirements. Ivory
  Banked Water Credits issued to Ivory Development shall upon tender be applied as credit in full and final satisfaction of the water right exaction requirements that would otherwise be imposed upon Ivory
  Development as a condition to receiving municipal water service from the District, including, without limitation, the obligation to pay Water Right Impact Fees and/or dedicate water rights as required pursuant to the Rules and Regulations as currently adopted or as may be amended from time-to-time (collectively, the "Water Right Exaction Requirements").
- (b) Quantification of Ivory Banked Water Credits. The Ivory Banked Water Credits initially issued hereunder, shall represent credit for 12 acre-feet of water. The water right dedication requirement under the District's water right exaction policy, as to which the Ivory Banked Water Credits are to be allocated and quantified for tender to the District upon development of the Property, has been derived and quantified by the District based upon numerous reports, studies, evaluations, measurements and other data collected and analyzed by the District and its consulting engineer, and is calculated using the following standard formula:

(1) <u>Single Family Residential Development Water Right Requirements</u> (Including Indoor and Outdoor Use). The water right requirements for all single family residential developments shall be evaluated and calculated as follows:

Lot Size (sq. ft.)	Indoor Water Right Requirement Per Lot (Ac-Ft)	Outdoor Water Right Requirement Per Lot (Ac-FT)
5,000-7,499		0.19 - 0.29
7,500-9,999	]	0.32 - 0.43
10,000-15000	]	0.44 - 0.66
15,001-22,000	0.32	0.72 - 1.05
22,001-30,000	1	
30,001-43,560		1.27*

<sup>\*</sup> Lots that are 22,001 s.f (approximately ½ ac), and larger, are capped 0.45 acres of irrigation per lot, i.e. not more than 0.45 acres of the lot area of each lot may be irrigated using water provided by the District. Refer to SPID's 2019 Water Rights Policy Adopted December 17, 2019 describing in more detail the basis for water rights calculations.

# (2) <u>High Density Residential and Non-Residential Development Water Right Requirements (including Indoor and Outdoor Use).</u>

(A) INDOOR WATER USE REQUIREMENTS. The indoor water right requirements for all high density residential and non-residential developments will be evaluated and calculated on a case-by-case basis. The Developer will submit to the District data containing actual water meter readings for facilities of similar use and size documented over a minimum period of two (2) full years. The District will evaluate the data to establish a reliable indoor demand for the Project. If water data is not available, or if the data submitted is insufficient, or otherwise unsatisfactory to the District, as determined by it in its sole discretion, the District will compute the amount of water rights that would be required to be dedicated to satisfy the indoor water use demands of the Project based upon the measured

indoor use data evaluated and set forth in the District's 2019 Water Rights Policy, dated November 19, 2019.

(B) <u>OUTDOOR WATER USE REQUIREMENTS</u>. With respect to the outdoor water right requirements for all high density residential and non-residential developments, the Developer will submit to the District, a detailed landscape plan prepared by a qualified engineer or landscape architect, and/or a subdivision plat prepared by a qualified engineer which describes the acreage reasonably anticipated to be irrigable within the Project. The District will compute the amount of water rights to be dedicated to satisfy the irrigation use demands of the Project based upon said plan or plat calculated at the rate of 4.0 Ac-Ft per irrigable acre.

#### 7. Representations and Warranties.

- (a) <u>Ivory Development's Representations and Warranties.</u> Ivory Development, having obtained advise or otherwise having had the opportunity of obtaining the advice of legal counsel, hereby represents and warrants to the District as follows:
- (1) Ivory Development has read and is familiar with, understands and agrees with all terms, covenants and conditions herein set forth and agrees that this Agreement is binding and enforceable against Ivory Development in accordance with its terms.
- (2) Ivory Development: (i) hereby recognizes the authority of the District to establish a water right exaction policy and to quantify the Ivory Banked Water Credits accordingly; (ii) understands the methodology of the District's water right exaction policy in quantifying the number of Ivory Banked Water Credits to be dedicated in connection with the development of the Property, and acknowledges that the District's water right exaction policy has been set by the District in good faith; (iii) hereby accepts and agrees to be bound by the District's water right exaction policy as set forth above and the quantification of Ivory Banked Water Credits pursuant thereto as set forth herein; and (iv) affirmatively waives any right to challenge or seek other recourse as to the validity, fairness and proportionality of the District's water right exaction policy to be used in the quantification of the Ivory Banked Water Credits required to be tendered hereunder as set forth herein.
- (3) The execution, delivery and performance of this Agreement by Ivory Development has been duly and validly authorized by all necessary action and proceedings, such that no further action or authorization is necessary on the part of Ivory Development with respect to the transactions contemplated pursuant hereto.
- (b) <u>District's Representations and Warranties.</u> The District hereby represents and warrants to Ivory Development as follows:
- (1) This Agreement is binding and enforceable against the District in accordance with its terms, and the execution, delivery and performance of this Agreement by the District has been duly and validly authorized by all necessary action and proceedings, such that no further action or authorization is necessary on the part of the District with respect to the transactions contemplated pursuant hereto.
- (2) The District will not sell, assign, encumber, hypothecate or otherwise transfer the Ivory Banked Water Credits to any person other than Ivory Development, subject to and in conformance with the terms and provisions of this Agreement.
- (3) Subject to the satisfaction of the terms and conditions set forth in this Agreement, the District shall have the ability to fully service all lots and properties for which Ivory

Banked Water Credits are tendered pursuant to this Agreement, and will perpetually maintain such ability for the benefit of Ivory Development and its successors-in-interest.

- 8. Official Record of Service Area Banked Water Credits. Ivory Banked Water Credits shall be held and accurately accounted for by the District in a separate Water Right Credit Account maintained by the District in behalf of Ivory Development. The District's internal water right credit account records shall be the official record of Ivory Development' ownership of Ivory Banked Water Credits and the amount of said credits held by Ivory Development.
- 9. **Tender of Service Area Banked Water Credits for the Project.** In conformance with the terms and conditions of this Agreement, Ivory Banked Water Credits may be tendered in connection with the Project by Ivory Development to the District, in conformance with the following:
- (a) Reimbursement of District Costs and Expenses. In conformance with the requirements of Section 4 herein, reimbursement and payment in full by Ivory Development of any and all costs and expenses incurred by the District shall be required prior and as an express condition precedent to the acceptance of the tender by the District.
- (b) Ivory Banked Water Credits Tender Requirements. Ivory Development shall tender to the District the required amount of Ivory Banked Water Credits necessary for the Project to which the Ivory Banked Water Credits are to be applied in satisfaction of the Water Right Exaction Requirements for the Property. The tendered amount of Ivory Banked Water Credits shall be deducted from the previous balance of Ivory Banked Water Credits of record, if any, and the District shall thereupon send an account statement acknowledging its approval and acceptance of the tendered Ivory Banked Water Credits and setting forth the number of Ivory Banked Water Credits, if any, which remain vested in Ivory Development.
- 10. Right to Water Service Upon Tender of Ivory Banked Water Credits. Upon tender of Ivory Banked Water Credits and acceptance of the same by the District, Ivory Development shall be entitled to connect to the District's water system and receive water service from the District on the Property to which the tendered Ivory Banked Water Credits are applied, subject to this Agreement and all applicable Rules and Regulations, in the same manner and on the same basis as any other customer of the District.
- 11. Assignment of Ivory Banked Water Credits. All or any portion of the Ivory Banked Water Credits shall be fully assignable, without restriction, for use on the Property (including the lands described in Exhibit A or any substitute lands within the service area of the District to which the Ivory Banked Water Credits may attach pursuant to an assignment as provided herein), including, without limitation, an assignment thereof to any banking, mortgage or other financial institution as collateral or other security in connection with loan transactions involving Ivory Development, subject to the following:
- (a) Reimbursement of District Costs. Ivory Development shall be required to pay any and all costs and expenses incurred by the District, including costs for legal, accounting and other consultants' services in connection with the assignment of the Ivory Banked Water Credits, which shall be paid in full, as billed by the District, prior and as an express condition precedent to the authorization of the assignment by the District.
- (b) <u>Assignment Authorized; Requirements.</u> Ivory Development may assign its rights and interests hereunder to a successor-in-interest. An assignment shall be accomplished through the

execution of an Assignment of Ivory Ownership Interest ("Assignment"), in the form attached as EXHIBIT "B" hereto. The Assignment shall, among other things, (i) identify the assignee, (ii) set forth the amount of Ivory Banked Water Credits assigned, (iii) acknowledge that any portion of the Ivory Banked Water Credits not assigned shall remain in force and effect under Ivory Development's account, (iv) affirm that the assignee takes the interest in the Ivory Banked Water Credits subject to the terms, provisions and conditions of this Agreement, and (v) provide a legal description and map of any substitute property within the District to which the Ivory Banked Water Credits shall attach pursuant to the assignment as designated by the Assignee. The Assignment shall be signed by Ivory Development and the transferee, with said signatures being duly acknowledged by a notary public. The authorization of the assignment by the District and the receipt for payment in full of all costs and expenses required to be paid by the transferor as a condition to the District's authorization shall be manifested and confirmed by the signature of the District Manager on the Assignment. Subsequent to the execution of the Assignment by the District, the District will provide to Ivory Development an account statement verifying the amount of Ivory Banked Water Credits, if any, that remains vested in Ivory Development subsequent to the Assignment.

- 12. **Default**. The failure by Ivory Development to observe and perform any of the terms and provisions of this Agreement, where the failure to perform shall continue for a period of ten (10) days after written notice from the District, shall constitute a material default in breach of this Agreement by Ivory Development; however, in event the default is such that it cannot be cured within said ten day period, there shall be no event of default if Ivory Development shall commence to cure the default with the ten day period and proceeds thereafter to cure the default with all possible diligence, and the default is cured within a reasonable period. In the event the default is not cured as provided herein, the District shall have, in its sole and absolute discretion, the right to elect to terminate this Agreement upon the delivery of written notice thereof by the District to Ivory Development, or to continue to enforce this Agreement and seek any legal or equitable remedies for breach. In the event the District elects to terminate this Agreement, the District shall also have the right to seek damages and other legal and/or equitable remedies recoverable at law which are caused by or result from Ivory Development's default.
- 13. Compliance with the Rules and Regulations. Except as otherwise provided herein, Ivory Development shall comply with and abide by all other requirements of the Rules and Regulations incident to the development of the Property within the District including, without limitation, the execution of a Development Agreement, submittal of required applications, and the payment of all applicable deposits, development fees, reservation fees, water service fees and other fees and charges duly imposed by the District.
- 14. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by the District and Ivory Development shall be in writing and shall be validly given or made to the other Party if served either personally or if deposited in the United States mail, certified or registered, or postage prepaid, return receipt requested or if sent by electronic transmission. If such notice, demand or other communication be served personally or by electronic transmission, service shall be conclusively deemed at the time of such personal service or transmission. If such notice, demand or other communication be served by mail, such notice shall be conclusively deemed given two business days after the deposit thereof in the United States mail addressed to the Party to whom such notice, demand or other communication is to be given, at the addresses first set forth above. Either Party hereto may change its address for the purpose of receiving notices, demands and other communications as herein provided by a written notice given in the manner aforesaid to the other Party.

#### 15. Miscellaneous Provisions.

- (a) <u>Modification or Amendments.</u> No amendment, change or modification of this Agreement shall be valid unless in writing and signed by the Parties hereto.
- (b) <u>Binding Effect.</u> This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors-in-interest and assigns.
- (c) <u>Integration</u>. This Agreement constitutes the entire understanding and agreement of the Parties and any and all prior agreements, understandings or representations are hereby terminated, canceled and superseded, in their entirety, and are of no force and effect.
- (d) No Waiver; Preservation of Remedies. No consent or waiver, express or implied, by any Party to or of any breach or default by any other Party in the performance by such other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such other Party hereunder. Failure on the part of any Party to complain of any act or failure to act of any other Party or to declare any other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such first Party of any of its rights hereunder. The rights and remedies of the Parties are cumulative and are not exclusive of any rights or remedies that any Party may otherwise have at law or equity.
- (e) Applicable Law. This Agreement shall, in all respects, be governed and interpreted by the laws of the State of Utah.
- (f) <u>Severability.</u> If any material term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, either Party may elect to terminate this Agreement.
- (g) No Obligation to Third-Parties. This Agreement is not intended to be a contract for the benefit of third-parties, and shall not be deemed to confer any rights upon any person or entity other than the Parties to this Agreement, nor obligate the Parties to this Agreement to any person or entity other than the Parties to this Agreement.
- (h) Attorney's Fees. In the event that this Agreement or any provision hereof shall be enforced by an attorney retained by a Party hereto, whether by suit or otherwise, the fees and costs of such attorney shall be paid by the Party who breaches or defaults hereunder, including fees and costs incurred upon appeal or in bankruptcy court.
- (i) <u>Construction.</u> This Agreement is the result of negotiations between the Parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Each Party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party or the Party's attorney who prepared the executed Agreement or any earlier draft of the same. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.
- (j) <u>Waiver of Jury Trial</u>. To the fullest extent permitted by law, each of the Parties hereto expressly and knowingly waives any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement, the transactions {02268841-1}

### DRAFT - 19 April 24 (DBR)

contemplated hereby, or the actions of such party in the negotiation, administration, performance and enforcement hereof. Each Party further waives any right to consolidate any action in which a jury trial cannot be or has not been waived. This provision shall survive any termination of this Agreement.

(k) <u>Warranty of Authority</u>. 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 executed this Agreement as of the day and year first above written.

	IVORY DEVELOPMENT, a Utah corporation
	By:
	STANSBURY PARK IMPROVEMENT DISTRICT
	By: District Manager
	<u>ACKNOWLEDGEMENTS</u>
STATE OF UTAH )	
County of)	
On the day of  Development, a Utah corporation evidence, to be the person whose that he executed it in behalf of Ivo	, 2024, personally appeared before me, of Ivory , personally known to me, or proved to me on the basis of satisfactory name is subscribed to the foregoing Agreement, and who acknowledged ory Development.
	NOTARY PUBLIC
STATE OF UTAH)	
County of Tooele )	
duly sworn, did say that he is the	_, 2024. personally appeared before me, Brett Palmer, who being by me District Manager of Stansbury Park Improvement District, and that the on behalf of said District, and that said officer acknowledged to me that

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said District executed the same.	
	NOTARY PUBLIC

### **EXHIBIT "A"**

LEGAL DESCRIPTION OF THE IVORY DEVELOPMENT PROPERTY

### **EXHIBIT "B"**

ASSIGNMENT FORM

# ASSIGNMENT OF OWNESHIP INTEREST IN BANKED IVORY BANKED WATER CREDITS

Total Ivory Banked Water Credits on Account
THE UNDERSIGNED, Ivory Development, LLC, a Utah limited liability company ("Ivory Development"), owner of certain Banked Water Credits issued by Stansbury Park Improvement (the "District"):
Ivory Development ("Assignor"), whose address is 978 East Woodoak Lane, Salt Lake City, Utah 84117 hereby assigns and transfers to:
Assignee's Name: ("Assignee") Assignee's Address:
all of Assignor's right, title, estate and interest in and to a acre-feet of Ivory Banked Water Credits owned by Ivory Development as set forth in the banked water right credit account records of the District. The District hereby authorizes this assignment, and Ivory Development and the District hereby acknowledge and agree that acre-feet of Ivory Banked Water Credits owned by Ivory Development which have not been assigned hereunder, shall remain in force and effect under Ivory Development's account.
Assignee represents, acknowledges and agrees that it takes the interest in the Ivory Banked Water Credits assigned hereby subject to the terms, provisions and conditions of the original Service Area Banked Water Credit Purchase and Banking Agreement pursuant to which the Ivory Banked Water Credits were initially issued, dated, 20, by and between Ivory Development and Stansbury Park Improvement District, a copy of which is attached as <u>EXHIBIT "A"</u> hereto (the "Original Agreement"). As of the effective date of this Assignment, the Assignee hereby represents that Assignee owns and intends to develop that certain real property within the District more particularly described and shown in the mag attached as <u>EXHIBIT "B"</u> hereto, and that the Ivory Banked Water Credits assigned herein shall attach to and be tendered for use in connection with the development of said property, and that Assignee has read understands, and agrees to be bound and abide by all of the terms, covenants and conditions set forth in the Original Agreement.
The execution of this Assignment by the District further acknowledges payment of all costs and expenses incurred by the District in connection with the assignment of Ivory Banked Water Credits by Ivory Development as set forth herein, which have been paid as a condition to the District's approval of the assignment, in the amount set forth below.
<b>DATED</b> this day of20
IVORY DEVELOPMENT, LLC, ASSIGNOR
By:
Its:

# DRAFT – 19 April 24 (DBR)

		, ASSIGNEE
	By:	
	IIS.	
AUTHORIZED BY STANSBURY PARK IMPROVEMENT DISTRICT		
By:	<b>—</b> 3	
Its: District Manager		
Acknowledgment and Receipt for Payment of Costs		
Amount Due and Paid - \$		

# EXHIBIT "A" To Assignment of Ivory Development LLC Ownership Interest

# COPY OF ORIGINAL WATER BANKING AGREEMENT

# EXHIBIT "B" To Assignment of Ivory Development LLC Ownership Interest

# LEGAL DESCRIPTION AND MAP OF PROPERTY TO WHICH ASSIGNED IVORY BANKED WATER CREDITS ATTACH

Required Action	Cost
Gind and Fill Deck	\$4,000.00
Fill Bottom of Pool And Clean off	
Rust marks	\$800
Repair Electrical in Pool Support	
Buildings	\$16,486.25
Diviing Board	
Replace	\$6,000
Removal/Seal	

Total	\$27,286,25
Total	Ψ27,200.20

	e e		



ESTIMATE	#23102462
ESTIMATE DATE	May 6, 2024
EXPIRATION DATE	Jun 5, 2024
TOTAL	\$16,486.25

Stansbury Service Agency 1 Country Club Drive, #1 Stansbury Park, UT 84074

i.wright@stansburypark.org

**SERVICE ADDRESS** 

Stansbury Swimming Pool Electrical System Upgrade

CONTACT US

296 N Coleman St Tooele, UT 84074

(435) 849-0450

ian.duclos@touchstone-electric.com

# **ESTIMATE**

# Services amount

**Uncategorized - Electrical** 

\$16,486.25

Electrical Budget -

- · Lighting Package per revised Addendum 1: 4-30-2024 (Metalux, 4NWS3C3UNV, 5000K, 120V.
- · New Electrical panel in snack bar closet.
- · All conduit, cabling, and wire as required between panel, fixtures, receptacles, and other devices.
- · All devices and switching bid as noted on owner bid packet.
- · All material and labor to install material included in this bid.
- · All permitting, taxes, insurance, profit and sundry items included in this bid.

Services subtotal: \$16,486.25

 Subtotal
 \$16,486.25

 Tax (Out of scope 0%)
 \$0.00

Total

\$16,486.25



ESTIMATE	#23102463
ESTIMATE DATE	May 6, 2024
EXPIRATION DATE	Jun 5, 2024
TOTAL	\$5,310.55

Stansbury Service Agency 1 Country Club Drive, #1 Stansbury Park, UT 84074

i.wright@stansburypark.org

SERVICE ADDRESS

Solomon Park/ Porter Way Tunnel Replacement Lights

**CONTACT US** 

296 N Coleman St Tooele, UT 84074

(435) 849-0450

ian.duclos@touchstone-electric.com

## **ESTIMATE**

Uncategorized - Electrical		\$5,310.55
		amount

#### Electrical Budget

- Lighting in bid is based off Addendum 1: 04-30-2024, Ceiling mounted Halco Lighting Technologies, LVPT-4-WS-CS-U (BB-1), 6 each.
- Bid is for 3/4\* rigid conduit and fittings, as called out in note 8 of Addendum 1.
- · All conduit, fittings, junction boxes, wiring, fasteners, and terminations included in this bid.
- New Nema 3R time clock at power pedestal in North-East corner of the park.
- · Additional weatherproofing and security by additional 18"x18"x 6" Nerna 3R Lockable box.
- · All removal and disposal of existing conduit and fixtures included.
- All taxes, permits fees, insurance, profit, and sundry items included.

Services subtotal: \$5,310.55



### Stansbury Days Participant License Agreement

Participant/Group Name:		
Name of Owner/Contact Person	("Licensee"):	Phone:
Licensee's Email:		Licensee's Phone:
Mailing Address:		
City:	State:	Zip:
Effective Date of this License A	greement:	

#### Terms of the Agreement:

Grant of License; Term: The Stansbury Service Agency ("Service Agency"), hereby grants to the Licensee named above, a revocable license to use the premises identified below. 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.

<u>Location</u>: The Licensee may only use the area identified as Stansbury Park Lake, Lake Front Green Spaces owned by the Stansbury Recreation Service Area.

Use of the Property: The License granted herein permits Licensee the use of the Property for the purpose of the Stansbury Day Triathlon. The Licensee has inspected the Property and accepts it in its "AS IS," "WHERE IS" condition, with no warranties, express or implied, and has found and determined that the Property is acceptable for the operation by Licensee of its Triathlon and related purposes on the Property as set forth herein. Licensee will leave the Property in the same or better condition than its condition upon commencement of use by Licensee as determined by the Service Agency. Licensee may not make any alterations to the Property in order to conduct its business or for any other purpose. Licensee shall, upon written notice from the Service Agency, and at its sole expense, repair any damage to the Property caused by Licensee's occupation and use of the Property pursuant to this Agreement.

<u>Licensing and Permitting</u>: Licensee is required to have and make available to the Service Agency and other government officials, upon request, all licenses, permits and approvals necessary for its Triathlon as required by applicable law.

<u>Payment of Taxes and Other Assessments</u>: Licensee shall pay when due all taxes and other assessments for its event during the term of this Agreement, including but not limited to all sales or other taxes assessed on the operation of the said business.

Indemnity and Insurance: The Licensee, at its sole expense, shall indemnify and hold the Service Agency and its elected officials, officers, consultants and employees (collectively, the "Indemnitees"), harmless from and against any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the Indemnitees arising out of, in connection with, or incident to the execution of this Agreement and/or Licensee's defective performance or failure to perform any aspect of its business or in connection with Licensee's occupancy and use of the Property pursuant to this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the Indemnitees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Licensee; and provided further, that nothing herein shall require the Licensee to hold harmless or defend the Indemnitees from any claims arising from the sole negligence of the Indemnitees. The Licensee expressly agrees that the indemnification provided herein constitutes the Licensee's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee

of Licensee claims or recovers compensation from the Service Agency for a loss or injury that Licensee would be obligated to indemnify the Service Agency for under this Agreement. This limited waiver has been mutually negotiated by the parties and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement. No liability shall attach to the Service Agency by reason of entering into this Agreement except as expressly provided herein.

The Licensee shall provide a Certificate of Insurance evidencing:

- a. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence and Three Million Dollars (\$3,000,000.00) aggregate for personal injury, bodily injury, and property damage.
- b. Licensee shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63-30d-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.
- c. Automobile Liability insurance covering the Event and/or any other auto or, if Licensee has no owned autos, covering hired and non-owned autos, with limits no less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- d. Workers Compensation as required by the State of Utah with employer's liability insurance limits written as follows:
  - Bodily Injury by Accident \$500,000.00 each accident;
  - Bodily Injury by Disease \$500,000.00 each employee, \$500,000.00 policy limit. The Workers'
    Compensation policy shall be endorsed with a waiver of subrogation in favor of the Service Agency for
    all work performed by Licensee, its employees, agents and subcontractors.
- e. The Service Agency shall be named as an additional insured on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Licensee and a copy of the endorsement naming the Service Agency as an additional insured shall be attached to the certificate of insurance. Should any of the above described policies be cancelled before the expiration date thereof, Licensee shall deliver notice to the Service Agency within thirty (30) days of cancellation. The Service Agency reserves the right to request certified copies of any required policies.
- f. The Licensee's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- g. For any claims related to this Agreement, Licensee's insurance coverage shall be primary insurance coverage as respects to Service Agency elected officials, officers, employees, and volunteers. Any insurance or self-insurance maintained by Service Agency officials, employees, or volunteers shall be excess of Licensee's insurance and shall not be contributed with it.

Service Agency Liable Only for Negligence and Intentional Acts. Except where caused by the Service Agency's negligence or intentional act, the Service Agency shall not be liable for any failure of water supply, natural gas supply, or electrical supply; or for any injury or damage to persons or property caused by gasoline, oil, steam, gas or electricity; or hurricane, tornado, flood, wind or similar storms or disturbances; or water, rain or snow which may leak or flow from the street, sewer, gas mains, or any subsurface area or for an interference with light.

Licensee's Employees. During hours of operation, the Licensee will agree to retain active, qualified, competent, and experienced employees at the Event to supervise and perform the Event operations. The Licensee agrees to be an equal opportunity employer and will hire qualified employees without regard to race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), veteran status or disability, genetic information, sexual orientation, gender identity, or protected expressions. The employee must be authorized to represent and act on behalf of the Licensee. This clause applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

<u>Laws, Ordinances, Etc.</u> Licensee will obey all federal state, county, and municipal the laws, ordinances, regulations, and rules and the applicable rules, regulations and policies of the Service Agency, which may be applicable to its operations. The Licensee shall not use or permit the use of the Property in violation of any such law, ordinance or regulation applicable thereto.

Garbage Control and Disposal. Licensee shall have the obligation to properly dispose of and keep the Property free from refuse, including garbage, trash and debris, flammable materials, as defined in the International Fire Code, or any deleterious or unsightly material, objects, or structures. The Licensee shall provide and use suitable covered receptacles for all garbage and refuse generated in connection with the Event. Licensee will remove all garbage and refuse daily and transport it to Licensee's own dumpsters or otherwise lawful location at Licensee's own cost. Piling boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner on the Property or surrounding premises is not permitted. When trash receptacles become full, Licensee will empty and transport off site as required above. All grease and liquids must be removed and disposed-of off-site from Service Agency grounds by the Licensee.

Alcoholic Beverages. No alcoholic beverages may be brought in or permitted on the Property or other Service Agency premises.

Event Fees. In consideration for the License granted herein, Licensee shall be charged and agrees to pay to the Service Agency an amount equal to ten percent (10%) of Licensee's gross sales on the Property, payable to the Service Agency within 24 hours of each event through ACH or Venmo. Licensee shall maintain accurate books and records of all sales at all times during the period the Event is in use on the Property and shall provide to the Service Agency a copy of the same at the end for the purpose of verifying to the Service Agency that payment is being made in the full amount due.

I, Licensee, have had the opportunity to be advised by legal counsel concerning this Agreement, and I hereby confirm that

I have read, fully unde	rstand, and agree to abide by all of the terms, covenar	nts and conditions stated herein.
Signature:		Date:
	Licensee	
Signature:		Date:
	Stansbury Service Agency	

3			



#### Miss Stansbury Park Scholarship Pageant Application

Thank you for your interest in the Stansbury Park Scholarship Pageant. We are excited to get to know you better and look forward to the possibility of working alongside you during your time.

The following criteria is required for applicant eligibility to compete in the Miss Stansbury Park Scholarship Pageant:

- A citizen of the United States
- Live within the Stansbury Service Agency Boundaries at least 50% of the time
- Entering 9th, 10th, 11th or 12th grade as of the 2024-2025 school year.
- Commitment to attending various events throughout my year of reign including, but not limited to:
   all Stansbury Days events during the month of August, parades, community events
- Aspire to be a role model to the youth of the community,
- Ability to speak publicly with professionalism and eloquence
- Committed to adhere by the Miss Stansbury Park Royalty Code of Conduct, Dress Standards while in official capacity.
- Committed to completing at least 25 hours of service approved by the Director/Co Director of the Pageant
- Able to commit to specified term of service (approximately 1 year)
- Application turned in by July 5, 2024 to the Stansbury Service Agency. <u>Late applications will not</u> be accepted.

This packet includes information and forms needed to apply for the Miss Stansbury Park Scholarship Pageant.



# Miss Stansbury Park Scholarship Pageant Application

Applicant Full Name:	
Date of birth (mm/dd/yyy):	F = 0
Applicant Address:	
City: State:	Zip Code:
Contestant Phone Number:	
Contestant Email Address:	
Parent/Legal Guardian Name(s):	
Parent/Legal Guardian Relation(s) to Applicant:_	
Parent/Legal Guardian Phone Number:	
Parent/Legal Guardian Email address:	
	100
I certify that I live within the Stansbury Service boundary.	Agency boundaries and live 50% of my time within the
conducted and managed by the Stansbury Park	ees to participate in all functions and promotional activities k Scholarship Pageant Program (the "Pageant"), and will and requirements set forth by the Pageant during my time
I understand that my photo/videos may be used	for marketing, program book, newspaper, etc.
Volunteers and Director/Co-Directors of the Stan persons, connected there to whatever capacity,	to hold The Stansbury Service Agency Board, Employees, sbury Park Scholarship Pageant Program, and any and all free and harmless from all claims and liabilities for loss, cause whatsoever during my participation in any and all
	in this Application, attached hereto is true and correct. Indicate the rules and regulations pertaining to the Pageant.
	ication and certify that I will be attending high school, or etc.), and reside within the Stansbury Service Agency
Printed Name	
Applicant Signature	Date
Parent/l egal Guardian Signature /if under 18)	



# Miss Stansbury Park Scholarship Pageant Application

# Official Contestant Biography Form Applicant Name: All About Me Favorite Hobbies: Name three words that best describe you: \_\_\_\_\_\_ Best personal attribute/why:\_\_\_ Favorite quote: Career/Education Ambition:\_\_\_\_\_ My School My School Achievements: Academic Honors and Awards:\_\_\_\_\_ My Activity Involvements: School activities and leadership positions, Sports Teams, etc.: Community Service:\_\_\_\_\_

I hereby declare the above statements are true to the best of my knowledge.



#### Miss Stansbury Park Scholarship Pageant Application

Applicant:		
Parent/Guardian:		
Date:		

#### **Photo Guidelines:**

The photo submitted may be used by the Stansbury Service Agency in the following manner: website, local newspaper, social media posts, programs, posters, etc. so be sure that you love your photo and would be proud to have it seen by the public. It should be tasteful and a good representation of yourself.

Photo submitted must meet the following criteria:

- Color
- Head and shoulder shot only
- No additional individuals/animals/props may be present in the photo
- Portrait, not landscape
- No sunglasses
- Modest, flattering attire
- Simplistic background
- If a professional portrait, you need to provide a copyright release authorizing the Pageant to use the
  photo for Pageant purposes including in the local newspaper, on the Service agency website, and
  in the official Pageant program book. This is your responsibility to obtain and must be submitted
  with paperwork.



#### Miss Stansbury Park Scholarship Pageant Application

#### Talent/Skills Demonstration Guidelines

May not exceed 2 minutes

Talents must be performed within the stage limits

If performing a vocal talent that you are not self accompanying, you must provide music in an instrumental-only format.

Only full-stage lighting is permitted. No special lighting requests will be accommodated. However, if your talent requires a video/slideshow, backlights will be dimmed so the screen can be viewed by the audience/judges

Music, slideshows, or videos must be submitted by the deadline given by the Director/Co-Director

All digital media must be submitted electronically and titled as such: Contestant Number\_Last name\_First Name\_Song Title (ex: 1\_Doe\_Jane\_Singing in the Rain). Flashdrives or other external devices are not permitted.

Music must be submitted in an mp3 format and any video submitted in mp4. The Pageant and stage crew cannot guarantee the use of digital media without error.



#### Miss Stansbury Park Scholarship Pageant Application

#### **Dress Standards**

As a representative of the Miss Stansbury Park Pageant, it is imperative that you present yourself in a manner that is respectful. We understand there are current and popular styles, however, in order to ensure that each member of the Royalty dress presentably while in their official capacity, the following guidelines must be adhered to.

- · Cleavage must not be visible. Necklines should be tasteful.
- Undergarments should not be visible.
- No words, images, or advertisements, should be present on clothing.
- Skirts, dresses and shorts must have a tailored hem and must be at least a mid-thigh length. When
  wearing a skirt or dress, we want to ensure that you are covered appropriately and won't feel
  uncomfortable sitting, standing or interacting with the public. If you are constantly tugging at your
  hemline, it can be distracting.
- No distressing
- Tops cannot be backless, sheer, spaghetti straps, or strapless.
- Leggings, athletic shorts/dresses are not permitted unless the event specifically allows (i.e. 5-k run).
- Hair color and style should appear natural.
- Facial piercings, including but not limited to the face, mouth or ears, should not be in excess when serving in your official capacity. Any piercings within the mouth or on the face must be removed.
   Ear piercings should be minimal and dainty.
- When attending events, dress appropriately. You would not want to wear a dress and sandals to a Lake Clean Up Day.
- The Royalty will coordinate attire for each event and will have their attire approved by the Director/Co-Director.



#### Miss Stansbury Park Scholarship Pageant Application

#### Scholarship Rules

- 1. The scholarships are \$1,000 for Pageant Winner, \$600 for First Attendant and \$300 for Second Attendant. In the event of a tie, scholarships will be divided equally among the tied contestants. In the event of a change in the number of members of the royalty selected due to participant numbers, the scholarship amounts may be changed and contestants will be notified in advance.
- 2. Scholarships may be reduced/prorated due to lack of fulfillment(s).
- Scholarships are to be used for the contestant winner only (i.e. member of the Royalty).
   They cannot be used on behalf of another family member, friends, charity, etc. They cannot be donated or assigned.
- 4. Scholarships become available to the Royalty following completion of their Year of Service (i.e. crowning new royalty for the next year).
- 5. In the event winning contestants are unable to fulfill their duties due to, and not limited to, relocation, life changes, inability of lack of service hour completion, or are found to be unfit for the duties, they will forfeit their title and their scholarship.

Scholarship payments will be made payable to the contestant winner only, not to parents or other third parties. Payments will generally be processed within 30 days after the Pageant



#### Miss Stansbury Park Scholarship Pageant Application

#### **Pageant Scoring Breakdown**

#### 25% Interview

A private interview with the judges will be held on the day of the pageant

### 20% Youth Inspiring Youth Essay

This is your time to shine and show what "Youth Inspriring Youth" means to you and how this can have a positive impact on your community. This should be 1-3 pages long, typed and double spaced

# 15% On-Stage Communication

Contestants will be asked two on-stage question (sample questions are provided as an attachment to this packet). These questions can be based on your essay, or, what your future goals or ambitions are.

#### 10% Talent/Skills Demonstration

This portion of the pageant is the perfect opportunity to show the judges what you're passionate about and what sets you aside from the other contestants. Talent length should be no more than 2 minutes

#### 10% Evening/Formal Wear

Choose something you feel confident in and that makes your personality shine.

#### 20% Overall Impression

A first impression is important. You will be scored based on how well you interact with the judges both onstage and in person.



#### Miss Stansbury Park Scholarship Pageant Application

#### **Royalty Code of Conduct**

As a member of the Miss Stansbury Park Royalty, you will be expected to conduct yourself in a respectful manner at all times. This list outlines the minimum standards of conduct expected of Royalty members.

- 1. While in crown/hat and sash, there will be no public display of affection with partners. This includes holding hands, kissing, etc. Temper tantrums, pouting spells, back talk and other forms of disagreeable behavior are also forbidden while in crown/hat and sash. Remember you are representing the Stansbury Park community. This could result in the loss of crown, title and scholarship.
- 2. Royalty must not use, sell, store or distribute illegal drugs, or misuse prescription drugs. Smoking is not allowed including the use of vape, e-cigarettes or any other harmful substance. Consumption of alcohol is strictly prohibited and will result in termination. Royalty must also refrain from the appearance of consuming alcohol, drugs or smoking.
- 3. "Civil Unrest" which includes fighting, picketing, suspension from school, shoplifting, domestic disturbance, and any other activity requiring the response of the police/sheriff departments are grounds for forfeit of title and scholarship.
- 4. Roughhousing, ethic, or sexual subjected jokes, rude behavior and bullying of any kind is strictly forbidden.
- 5. Cursing and derogatory slang is also forbidden while in crown and sash.
- 6. Any infractions of these bylaws will be discussed and documented. If infractions continue despite interventions, you may be asked to relinquish your title at the discretion of the Director/Co-Director
- 7. There shall be no inappropriate photos or posting on Social Media. This includes photography of Royalty with or without crown and sash with any alcohol, drugs, or tobacco products in the photo. This includes but is not limited to blogs, My Space, Facebook, Twitter, Linked In, Instagram, Snapchat and any other similar sites. Do not post personal information on your exact travel plans due to safety concerns.
- 9. Any actions or statements that are detrimental to the Stansbury Service Agency or affiliates will result in the loss of title and scholarship.
- 10. Under no circumstances is negative talk about a member of royalty (past or present) or another candidate or his/her family member(s) tolerated. Slanderous & derogatory remarks or the spreading of rumors will result in the dismissal of a candidate and will not quality to enter the contest again.

Applicant:	Date:		
Parent/Guardian:	Date:		



#### Miss Stansbury Park Scholarship Pageant Application

#### Youth Inspiring Youth Essay

The theme of this pageant is "Youth Inspiring Youth". The future of our community rests on the shoulders of the youth within our community, and that future is bright and promising. The youth of our community need the opportunity to show us how much they care about their community and how they can make a difference.

Contestants will submit a 1-3 page, double spaced document explaining what "Youth Inspiring Youth" means to them. Be creative. This is the chance for you to shine as an individual and show both the judges and audience where your passion to make change lies. Be sure to make this personal and unique to you. You will not be judged on your writing abilities as this is only to show how you want to better your community. Have fun with this as it will be your primary focus during your reign. Guidelines/prompt questions are below. You do NOT have to follow these exactly. It's just a starting point to reference.

# 1. What improvement(s), from your perspective, would you make to the Stansbury Park community?

The key to this question is **from your perspective**. The idea here is to bring in your unique insights and perspective to how *you* view the needed improvements. Usually, your view of a community improvement issue comes from personal experience. Be honest about what you are noticing. This could be anything from cleaning up the lake to getting the members of the community to be more physical and get out to enjoy the parks more. Whatever your perspective, it is yours and that makes it unique, so talk about the problem from your perspective.

#### 2: What is your creative solution to accomplishing your suggested improvement?

In the second question, you are asked to provide a creative solution to the problem. The key here is **creative**. If you use generic solutions to a problem, it won't wow the judges. Make sure your solution is creative and offers a specific and personal solution to the specific issue you mentioned.

#### 3: What are you currently doing to improve your community and what impact is it having?

For the third section, you want to share what you have already done to test your solution to the problem. Think of ways that you have or would like to give back to your community. If you haven't taken action yet, go for it! Then share your experience and what impact you noticed when you did take action. No solution is too small.

# 4: Why is the theme "Youth Inspiring Youth" important to you and how does it apply to your platform?

The theme "Youth Inspiring Youth" is powerful. You will be an ambassador for not only your peers, but individuals both older and younger than you. You will have the amazing opportunity to show that anyone of any age can make an impact in their community just like you are. Use this to really hone into why you are participating in this program and how your actions will inspire those around you.

#### 5. What more will you do when you win?

This is the section where you explain your **greater vision**. Describe how you'll be able to grow your platform when you receive the title. Don't be vague with your response. Give details and steps on how you will continue to improve your community



#### Miss Stansbury Park Scholarship Pageant Application

### Sample On-Stage Interview Questions

- How would you balance high school, and your extracurricular activities if you were to win this title?
- What do you think is the biggest problem facing youth today?
- Where do you see yourself in the next 5 years?
- Why did you decide to compete in this pageant?
- Tell us about a time when you overcame defeat?
- Do you think that social media has helped or hurt our society?
- Who is your role model?
- If you could meet one celebrity who would it be?
- If you could meet anyone from history who would it be and why?
- What is the most embarrassing thing that has ever happened to you?
- What is your biggest fear?
- Do you have any unique family traditions?
- What would you do to make the school more environmentally friendly?
- If you were judging this pageant, what characteristics would you look for when choosing the winner?
- What is your favorite thing about the school you attend?
- Do you think the internet should be censored (Please Explain Your Answer)?
- If you were given the chance to change one thing in the world, what would it be and why?
- What is your idea or definition of success?
- What's something you would like to change about your school?
- Why do you love your community?
- If you could teach a new class at school, what would it be and why?
- Name one of your strengths and one weakness?
- What do you consider a luxury?
- Tell me about your favorite teacher?
- If you could move anywhere temporarily, where would you go, why?
- Do you feel like you have much impact on the lives of people you encounter?
- How do you handle people not liking you?
- What was the most important gift you have ever received?
- What does beauty mean to you? Will you describe beauty?
- If you were going to give a tour of Stansbury what three locations would you take them and why?
- If you were to win, what would you spend the scholarship money on?
- Is there anything you would like to tell us that we didn't ask you?
- What would you do differently than your parents?



# Miss Stansbury Park Scholarship Pageant Application

# Stansbury Scholarship Pageant Schedule 2024\*

\*This schedule is not final and is subject to change. Contestants/Royalty will be notified in advance.

	Royalty Schedule
July 5, 2024	Applications Due – No exception
July 11, 2024	Mandatory Parent and application meeting, 6 PM at the clubhouse
TBD (weeks leading up to Pageant)	Pageant Seminar: Contestants will have the opportunity to practice walking, interview questions (Optional)
August 1 <sup>st</sup> , 2 <sup>nd</sup> & 3rd	Pageant Rehearsals at the Stansbury Park High School 6-8 PM (Mandatory)
Stansbury Days Attendance	August 8th, 9th, & 10th. Attendance for parade and events is Mandatory

# **CHAPTER 2**

### TRUSTEES DIRECTORS AND OFFICERS

#### 2.1 QUALIFICATIONS FOR ELECTED TRUSTEES

- A. Agency Residence. Each Trustee shall be a registered voter at the location of the Trustee's residence and be a resident within the boundaries of the Agency.
- B. Oath of Office. Before entering upon the duties of office, each Trustee shall take and subscribe to the following oath or affirmation: "I do solemnly swear (or affirm) that I will support, obey, and defend the Constitution of the United States and the Constitution of the State of Utah, and that I will discharge the duties of my office with fidelity." The failure of a Trustee to take the oath does not invalidate any official act of that member.

#### 2.2 TRUSTEE ELECTION

Trustees are elected in conformance with the laws of the State of Utah. Agency employees shall not engage in recruiting individuals to be a candidate for the Board in any election or to be considered in filling a vacancy on the Board. The purpose of this is to ensure impartial relationship with employees and potential candidates. (look the state code 17b-1-300-304?)

#### 2.3 TERM OF OFFICE

- A. The term of each elected Trustee shall begin at noon on the first day of January following the member's election. The term of each appointed Trustee shall begin immediately upon appointment.
- B. The term of each elected Trustee shall be four years. The term of each appointed Trustee shall be the remaining term to which the Trustee Is appointed.
- C. Each Trustee shall serve until the end of the term or, in the case of early resignation, until a successor is appointed, if practical. If a Trustee is removed for cause, the term ends immediately. a successor is duly elected or appointed and qualified, unless the member earlier is removed from office or resigns or otherwise leaves office.
- D. A Trustee is not limited in the number of terms the member may serve.

#### 2.4 VACANCIES IN BOARD OF TRUSTEES

- A. <u>Events Creating Vacancies</u>. A vacancy in a Trustee's term of office shall be deemed to exist in the case of death, resignation, disqualification of the Trustee, or if a Trustee has been declared of unsound mind by order of a court, or if a Trustee has been convicted of a felony.
- B. Filling a Vacancy. Whenever a vacancy occurs on the Board, the remaining Trustees shall appoint a replacement to serve out the unexpired term in accordance with state law. Any interviews with and discussions of applicants to fill an elected position must be conducted in an open meeting. Resolution to appoint a new board member shall be done in an open meeting. (State code 178-1-304: 52-4-205(3))

#### 2.5 FIDELITY BONDS FOR ELECTED TRUSTEES

Each Trustee shall give a corporate surety bond, at the expense of the Agency, in the amount and with sureties prescribed by the Board, conditioned upon the faithful performance of the member's respective duties. (Check with insurance policy)

#### 2.6 PRINCIPAL OFFICERS

The principal officers of the Agency shall consist of a Chair of the Board, a Clerk, a Treasurer, and such other officers as the Board shall from time to time establish.

#### 2.7 QUALIFICATIONS, ELECTION AND TERM OF OFFICE

- A. <u>Election</u>. At the Annual Meeting, the Board shall choose one of its members as Chair of the Board, and shall choose others as Clerk and as Treasurer, who may or may not be members of the Board. The offices of Chair, Treasurer and Clerk may not be held by the same person.
- B. Term. The officers shall serve until the next Annual Meeting.

#### 2.8 NOMINATION OF AND ELECTION OF OFFICERS

Nominations and selection of officers shall be made at the Annual Meeting.

#### 2.9 RESIGNATION

Any officer may resign at any time by giving written notice to the Board or to the Clerk of the Agency. Any resignation shall take effect upon receipt of such notice or at any later time specified in the notice. Unless otherwise specified in the notice, acceptance of the resignation shall not be necessary to make it effective.

#### 2.10 REMOVAL

Any officer elected by the Board may be removed by a majority vote of the Board whenever in its judgment the best interests of the Agency would be served.

#### 2.11 VACANCIES IN OFFICES

The Board may fill a vacancy in any office because of death, resignation, removal, disqualification, or otherwise, for the unexpired portion of the officer's term. In the case of the Clerk or Treasurer, the Chair may appoint a new Clerk or Treasurer to serve until such time as the Board shall elect a successor and the person or persons so elected have qualified.

## 2.12 DUTIES OF THE CHAIR OF THE BOARD

The Chair of the Board shall:

- A. Preside at all meetings of the Board.
- B. Execute on behalf of the Agency:
  - 1. All bonds and instruments creating debt against the Agency.
  - 2. Board resolutions and approved minutes.
  - 3. Water purchase agreements.



#### STANSBURY SERVICE AGENCY ADMINISTRATIVE POLICY MANUAL

- Agreements with the United States, State of Utah, or any other governmental entity, department, or political subdivision, unless delegated in writing to the General Manager by the Chair or allowed the General Manager by other sections in this manual.
- The countersigning of disbursement checks, as needed. Certify financial documents, including financial statements, monthly expenditures, and journal entries.
- 6. Agreements specifically authorized and directed by the Board.
- Real estate leases, and all deeds and conveyance documents in which the Agency is a grantor of any interest.
- Contracts and agreements authorized by the Board which cause the Agency to incur
  extraordinary expenditures not described within the Agency's annual budget.
  - All other contracts and agreements specifically required of the Chair
  - Approve Agencty Exenditures Monthly
- 119. Verify that any closed session is in compliance with the Open mMeeting act.
- 10. Agreements specifically authorized and directed by the Board. All other contracts and agreements specifically required of the Chair



- C. Attend and, if appropriate, preside at ceremonial activities (including, but not limited to, ribboncuttings, open houses, receptions) in which ceremonial representation is needed or sought.
- D. Be a spokesperson for the Board, unless the Board directs otherwise. When the Chair acts as spokesperson for the Agency, the Chair should speak for the majority of the Board. When the Chair is speaking for himself or herself or in the capacity as an individual member of the Board, the Chair should clearly identify that limited capacity.
- E. Represent the will of the Board.
- F. The Chair may request any member of the Board to represent the Agency outside of the Board meetings. If no <u>Trustee Director</u> is able to represent the Chair (other than in official Board meetings) the General Manager or his or her designated staff member shall do so.
- G. Ensure that <u>Trustees Directors</u> and appropriate staff are provided with annual Utah Open Public Meetings Act training.

#### 2.13 SUCCESSION OF AUTHORITY

In the event that the office of Chair is vacant or the individual occupying this office is absent or otherwise unavailable, and no alternate provision has been made (such as election of a Vice Chair), the senior member of the Board, in terms of length of continuous service on the Board, shall serve as Acting Chair of the Board, with all the power and authority of the Chair.

#### 2.14 DUTIES OF THE CLERK

- A. The Clerk shall be the custodian of the records of the Agency. The Clerk or other appointed person shall attend the Board meetings and keep a record of the proceedings of the Board; shall assist the Board in such particulars as it may direct in the performance of its duties; shall perform those duties authorized by law or by this manual.
- B. The Clerk shall attest all certified copies of the official records and files of the Agency.
- C. The Board may appoint an Assistant Clerk to function in the absence of the Clerk with all the power and authority of the Clerk.

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#### STANSBURY SERVICE AGENCY ADMINISTRATIVE POLICY MANUAL

#### 2.15 DUTIES OF THE TREASURER

A. The duties of the treasurer shall include those required by State code 17B-1-633.

A.B. The Treasurer shall be custodian of all money, deposits, bonds, or other securities of the Agency.

- 8-C. The Treasurer shall determine the cash requirements of the Agency and provide for the deposit and investment of all money.
- The Treasurer shall receive all public funds and money payable to the Agency within three business days after collection, including all taxes, licenses, fines, and intergovernmental revenue, and keep an accurate, detailed account of those funds and money as required by law and as directed by the Board.
- D. The Treasurer shall collect all special taxes and assessments as provided by law and ordinance.
- E. The Treasurer shall give or cause to be given to every person paying money to the Agency a receipt or other evidence of payment, specifying, as appropriate, the date of payment and upon which account paid, and shall file the duplicate of the receipt.
- F. The Treasurer, or designee, shall keep secure the check-signing signature files, and may authorize its use to sign all Agency checks. Prior to affixing the signature, the Treasurer shall determine that a sufficient amount is on deposit in the appropriate bank account of the Agency to honor the check.
- G. The Treasurer shall promptly deposit all Agency funds in the appropriate bank accounts of the Agency. Agency funds shall not be commingled with funds of another person or entity.
- H. The Treasurer shall be responsible for monitoring expenditures during the fiscal year.
- I. The Treasurer shall regularly present financial information to the Board.
- J. The Board may appoint an Assistant Treasurer to function in the absence of the Treasurer with all the power and authority of the Treasurer or within the scope of authority otherwise delegated by the Board.

#### 2.16 UNAUTHORIZED USE OF AGENCY FUNDS

If any Trustee or officer or any other employee or officer of the Agency, is using Agency funds for personal profit or for any purpose not authorized by law, that person (1) shall be subject to discipline up to and including removal from the Board or termination of employment and (2) may also be subject to civil and criminal liability.

#### 2.17 BONDS

The Treasurer shall furnish corporate surety bonds, at the expense of the Agency, in conformance with state law, conditioned upon the faithful performance of his or her respective duties.

#### 2.18 POWER VESTED IN THE BOARD OF TRUSTEES

The Board shall exercise and control or authorize the exercise and control of all the business and affairs of the Agency, subject to the limitations of this manual, other Agency policies, the state Constitution, and other laws of the State.

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#### 2.19 COMMITTEES OF TRUSTEES

- A. <u>Formation of Committees</u>. The Board may establish by resolution one or more committees to serve at the pleasure of the Board. The Board may assign the committees such tasks as the Board may determine and delegate to any committee any of the Board's powers and authority to transact any of the business and affairs of the Board. Appendix include Charters for established Committees.
- B. <u>Appointment of Committee Members</u>. The Chair of the Board shall appoint the members of the various committees and shall designate the chair of each committee with the advice and consent of the Board. Committees shall include at least one member of the Board. Committee members may be removed at any time by the Chair of the Board or by a majority vote of the full Board.
- C. Meetings of Committees. Meetings of committees shall be held at such time and place as a majority of the members of the individual committees shall determine. Notice of committee meetings shall be given to all Trustees in a timely fashion and the meetings shall be noticed as required by law. The committee chair or his or her designated replacement shall conduct all meetings of the committee.
- Committee Reports. Committee reports shall be made to the Board as requested or otherwise appropriate.

#### 2.20 COMPENSATION<sup>1</sup>

- A. Each member of the Board may receive compensation for service on the Board in an amount allowed by law (Utah Code 178 1 307(1)(b)) and set forth in the annual salary schedule.
- B. As determined by the Board, and where travel is required, each member of the Board shall bereimbursed by the Agency for all actual and necessary expenses incurred in attending board meetings, trainings or traveling on Agency business; thus performing the member's official duties.
- G. Current and former Board members who complete a four-year term, their-spouse and minor children shall receive free use of all properties and amenities owned or operated by the Agency (e.g. golf course and carts (when available), swimming pool and facility rental). Current and former Board members shall also receive 30% (thirty percent) discount from merchandise sold by the Agency. The benefit of this section does not include food/beverage or any cemetery fees and are non-transferable.
- Compensation policy shall be reviewed no later than every 2 (two) years or as frequently as needed and determined by the Board.

Note concerning Eligibility for Elected Officials and Appointive Officers: Eligibility in Tier 1 is based on monthly earnings. The Minimum Earnings Requirements are updated each February 1\* and published in the Employer Guide. Eligibility in Tier 2 is based on what the participating employer has in writing. Per Utah code 49-22-102(6)9b), employers are required to officially designate Tier 2 elected officials and appointive officers' positions as full time eligible or part time ineligible. The verbiage

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<sup>&</sup>lt;sup>1</sup> Revised 2/23/2022

### STANSBURY SERVICE AGENCY ADMINISTRATIVE POLICY MANUAL

on file must specifically address the eligibility status of Tier 2 elected and appointive employees—and do so by position, not by employee/person.

For employees holding positions with Stansbury Service Agency as elected officials or appointive officers, eligibility for URS Retirement benefits is to be based on the following:

- Those having earned URS retirement service credit prior to July 1, 2011, are considered Tier 1, and their eligibility is based on meeting the monthly Minimum Earnings Requirements as dictated by URS.
- Those not having earned URS retirement service credit prior to July 1, 2011, are considered Tier 2, and are determined by Stansbury Service Agency to be ineligible for retirement benefits.

### A. FINANCIAL COMPENSATION

- Each member of the Board may receive compensation for service on the Board in an amount allowed by law and set forth in the annual salary schedule.
- As determined by the Board, a member of the Board may participate in a group
  insurance plan provided to employees of the Agency on the same basis as employees of
  the Agency. The amount that the Agency pays to provide a member with coverage
  under a group insurance plan shall be included as part of the member's compensation
  under subsection 2.20,A.1.
- 3. As determined by the Board, a member of the Board may receive per diem compensation, in addition to the compensation provided in subsection 2.20.A.1, for attendance at up to 12 meetings or activities per year related to any Agency business. The amount of per diem compensation shall be as established by the Utah Division of Finance for policy boards, advisory boards, counsels, or committees within state government.
- 4. In addition to any other compensation a member receives, each member of the Board shall be reimbursed by the Agency for all actual and necessary expenses incurred in attending Board meetings, traveling on Agency business and in performing the member's official duties.
- Members of the Board are ineligible to participate in the Utah Retirement Systems
   Defined Benefit Plan due to their limited, part-time status (earnings and hours). This
   applies to those certified by URS as Tier I and Tier II officials.
- B. NONFINANCIAL COMPENSATION. Current board members and former board members who completed two four-year terms, their spouses and minor children ("Eligible Individuals") may receive free-use of all properties and amenities owned or operated by the Agency, including driving range, golf carts (when available and swimming pool, except as provided below. Eligible Individuals are entitled to free weekday Golf passes, which can be upgraded to the price of a weekend pass. With respect to special event facility rental, rental fees are waived, but any marginal cost to the Agency must be paid, including but not limited to lifeguard wages, cleaning fees, and damage fees. Advance

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### STANSBURY SERVICE AGENCY ADMINISTRATIVE POLICY MANUAL

booking for free use of the Clubhouse and the pool for private events shall be limited to one event each calendar year and may not be booked during high demand periods (e.g. Friday, Saturday and holidays.) Additional events may be scheduled within two weeks of the event, subject to the availability of the facility. Eligible Individuals also receive a 30% discount on regular-priced merchandise sold by the Agency. The benefits of this section do not include food, beverage or any cemetery fees.

### 2.21 TRAINING

- A. Each member of the Board shall complete training, as prescribed by statute. This includes: (1) Within one year of appointment/election (and reappointment/reelection), each Trustee must complete the Local District & Special Service District Board Member Training, provided by the Utah State Auditor, (2) Annually, each Trustee must complete Utah Open & Public Meetings Act training.
- B. The Agency shall compensate each member of the Board up to \$100 per day for each day of training, described in Section 2.21.A, that the member completes. The per diem amount is in addition to all other amounts of compensation and expense reimbursement authorized by law or this manual.
- C. The Agency shall not pay compensation under Section 2.21.B to any member of the Board more than once per year.

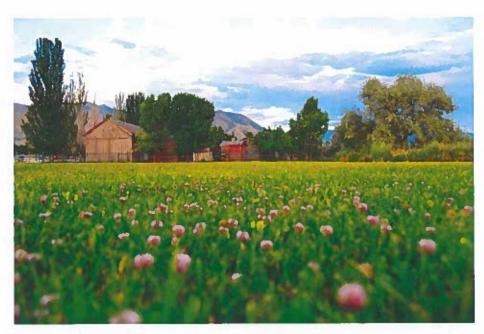
### 2.22 CONFLICTS OF INTEREST

Trustees are required to disclose actual and potential conflicts of interest between their public duties and private interests.

CLUBHOUSE	EST COST
North Side of Clubhouse Wall rebuilt/remediated/Sealed	
Overhead Windows Replaced/wooden framing seals replaced	\$10,000.00
Repair Header Over Clubhouse Windows	
Roof Gutter Cleaned/Rebuilt	
Gutter Downspouts on Rear Deck Plugged, Cleaned, Replaced, and Stucco redone.	
Structure on outside wall of Back Deck damaged, leaking/Needs to be rebuilt/fixed	
Entry Way Concrete Leaking into storage area below, Needs to be Replaced and Rebuilt	\$10,000.00
Utility Area on South Side of Building in Disrepair/Needs to be rebuilt	
Outside Hose Fitting Leaking/Needs to be replaced	
Leak in lower level Storage area	
Leak in old Sauna, needs to be repaired before room can be repurposed	
Finish Decommissioning and Renovat Old Outside Bathrooms	
Fix lights on back patio	
North end of Roof leaking	
Fire Supression/warning system not functional	\$6,000.00
Alarms on building not working	
Lack of High Amperage curcuits to support use in Building	A ANN A AN
Need signs for handicap parking signs	
Striping next to east side handicap sign needs to be repainted	
Lights on upper deck not working correctly, turning on lights kills plugs	
Stucco on Building failing.	
Lights in Clubhouse need to be replaced	\$12,000.00
Lights on north end of the clubhouse not working	
Install Escutcheons Around Sprinklers	
Rewire Can Lights in lower lobby	
Fix Entry Way Doors in Main Lobby and off pool.	
Finish Drywall in Lower Men's Bathroom	
Replace light fixtures in upper men's bathroom	
Fix heating ducts in upper storage area	
Expand Table Storage Area Upstairs	
Set Up linen closet in upper area.	
Fix Outside power storage area walls and doors	
City And Lighten in Louis Mitches	

	Upgrade Camera systems at Clubhouse, Pro Shop, Pool, Maintenance Areas, Tunnel
\$15,000.00	Parking lot Lighting at Clubhouse Parking Lot
\$3,500.00	Add Double Check Valves at Clubhouse
\$3,500.00	Railings above Utility area need to be replaced
	Hook up vent to lower food prep area.
	Repair door in outside under the stairwell storage.
	Replace towel dispensers in bathrooms
	Roofing Repair
	Replace outside outlets not working
	Replace broken/leaking hose bibs
	Repair Leak in North Office Wall
	Remove old Security System wiring (add new system if needed)
	Fix Drain in lower storage Room
	HVAC Rework of clubhouse
	Change out Office Doors
	Rewire in clubhouse
	Seal off/Repurpose Showers
	Upgrade Downstairs Sound System
	Light Flagpole
	Install Steps by Flagpole
	Light Deck beds
	Re-plant front of clubhouse
	Remove the remaining Acacia trees
	Rebuild and landscape Roundel
	Convert Downstairs Doors to Fire Compliants system
	Add ADA Ramp to Downstairs
	Set up mobile sound system
	Finish upgrade to Upstairs Sound system
	Add a Rentable Items Cabinet upstairs
	50-year test of suppression system
	Install integrated Fire Suppression system and connect to fire suppression system
	Map out breaker box
	Update Lower great room light switches

POOL AND SURROUNDING AREA	
Replace Railings in and around the pool/basketball area	\$25,000.00
Electrical upgrades in Pool Snack Shack	\$16,486.25
Pool needs resurfacing	
Pool Deck Needs to be repaired	\$4,000.00
Repair pool cracks/clean pool bottom	\$800.00
Need to rewire boiler power line to work on 240	
Railings around pool area need to be replaced	
Sport Courts by Clubhouse, Repair or Replace	\$14,000.00
Add Lighting and Electrical to Gazebo	\$5,500.00
	\$41,000.00
PRO SHOP	
Fire Suppression system not working in Golf Shack	
Need a new washrack for golf cart area	
Need cameras on cart area/Pro shop	\$25,000.00
Add Lighting to the Golf pavaliion	\$400
Fix Outside Drain at Washrack	\$2,500.00
PARKS	
Cap Off Wiring along Village Parkway and Clubhouse/Remove unused Electircal Structures	\$5,000.00
Add Wood Chips to Play Areas	\$32,000.00
Replace/Repair Playground Equipment at Parks	\$20,000.00
WOODLAND	
Stairs broken on Tube slide	
Rusted support bars on overhead holds	Remov
Missing wood chips, exposed concrete	playgro
Missing slides	nude
Missing and damaged rubber mats	
Broken clamp on overhead bars	5
Tube Slide Damaged top and bottom	
Steps rusted and broken	
Parts missing from overheads	
Yellow Tube slide not attached properly	
Climbing steps not attached	



ADOPT A GREENBELT PROGRAM

### STANSBURY SERVICE AGENCY

### THE STANSBURY SERVICE AGENCY ADOPT-A-GREENBELT PROGRAM

### **WELCOME**

Thank you for becoming a Greenbelt adopter for the betterment of Stansbury Park and your neighborhood. Residents like yourself who have chosen to take an active part in improving and maintaining our beloved park will be key to our ability to maintain the open spaces in times of increasing costs and limited resources. With your help, we will continue to make Stansbury Park a great place to live, work and play!

### ABOUT THE ADOPT-A-GREENBELT PROGRAM

The Adopt-A-Greenbelt Program is an opportunity for neighborhood groups, regular park users, and nearby residents to partner (the "Volunteer Group") with the Stansbury Service Agency (the "Agency") to maintain neighborhood greenspaces.

Greenbelt adopters serve as key community representatives for the Greenbelts by making an ongoing commitment, organizing a community-based volunteer group, and being inclusive, encouraging, and welcoming to all area stakeholders.

Partners bring much-needed volunteers, technical expertise, in-kind donations, and private resources to the parks. But we recognize that partnerships bring more than resources; they also build ownership, encourage the enthusiasm and passion that partners have for the areas they treasure, and ultimately bring greater effectiveness, innovation, and creativity to the care and preservation of the open spaces they agree to maintain.

### ROLES

- The Agency
  - Provide oversight
  - Provide materials and supplies for basic maintenance
  - Provide technical assistance and education
  - Review and collaborate on volunteer-proposed and adopted improvement projects.
  - Communicate about plans for the Greenbelt.
- o Adopt-A-Park Partner
  - Organize a community-based group
  - Conduct outreach and encourage park users and neighbors to get involved
  - Serve as a community stakeholder for the Greenbelt
  - Work to improve, activate, and maintain the Greenbelt

### **GETTING STARTED**

- Groups interested in adopting a greenbelt may apply online by visiting the <u>Stansbury</u>
   <u>Park Service Agency website</u> or applying in person at the Agency offices in the clubhouse.
- Before completing the application, we strongly encourage applicants to review the entirety of this brochure and the application.
- After completing the application, please allow up to 5 business days for your application to be processed.
- o If your application is approved, your group will be contacted to schedule an on-site meeting with representatives from the Agency staff to welcome you to the program and give a brief orientation.
- You will receive follow-up notes from the orientation to help guide your first steps as a park adopter.
- A list of relevant contact information for Agency staff will be provided at that time,

### THE STANSBURY SERVICE AGENCY ADOPT-A-GREENBELT AGREEMENT

("Agree	ement") is made and entered into on, by and between the Stansbury Service
	(the "Agency") and (the "Volunteer Group").
1.	The Agency desires to follow these established guidelines for its "Adopt-A-Greenbelt Program,"
	which shall be managed by the General Manager of the park or his/her designee.
2.	The Volunteer Group desires to participate in the Adopt-a-Greenbelt Program, described in
	Exhibit A to this Agreement, for a minimum of one year from the date of this Agreement. The
	Volunteer Group agrees to pick up trash, water, mow, and generally care for the greenbelt
	section at least weekly from April through September and keep the area clear of trash and other
	debris from October through March.
3.	The Volunteer Group agrees to comply with the rules and safety tips attached to this Agreement
	as Exhibit B when maintaining the Trail Section, Open Space, or Park.
4.	From time to time, the Agency may initiate clean-up days in the areas surrounding the selected
	Greenbelt. To the extent practical, the Volunteer Group commits to participating in these
5.	events.  The person who signs this Agreement is authorized to sign the Agreement on behalf of the
٦.	Volunteer Group (the "Representative").
6.	The Representative agrees to deliver to the Agency the signed "Release of Liability Agreement,"
	in the form attached to this Agreement as Exhibit C, before beginning any work on the
	Greenbelt for each person working as a volunteer for the Volunteer Group (under 18 years
	requires a signed waiver by parent or guardian).
7.	The Agency shall maintain the "Release of Liability Agreement" forms provided by the
	Representative.
8.	The Agency agrees to provide trash bags, fertilizer, and limited weed control chemicals upon
	request by the Representative, subject to availability.
9.	The Agency will provide the chemicals and designate credentialed individuals to apply those
	weed control agents who require a license to dispense them.
10.	The Agency will be responsible for purchasing, placing, and maintaining adoption signs that
	recognize the Volunteer Group, if applicable, while this Agreement is in effect and in good
	standing.
This As	reement is entered into by the parties hereto as of the date first written above.
IIII3 AR	reement is entered into by the parties hereto as or the date mot written above.
Name o	of Organization/Family/Individual

Name of Organization Representative

Signature of Representative	Date
	Stansbury Service Agency Representative
	Title
	Date:



### **EXHIBIT** A

The Greenbelt # \_\_\_\_\_ that is covered by the Agreement is described as follows:

### **EXHIBIT B**

Thank you for your interest in our program. Please email any questions to i.swenson@stansburypark.org

### Procedure:

The Stansbury Service Agency staff will provide trash bags. Volunteers may not work in the median area of a roadway.

Volunteers will be required to sign a Release of Liability Agreement (see page 7) before working. Minors under the age of 18 must have an adult working with them. Parents of minors must sign the Release of Liability Agreement for their minor children.

The Stansbury Service Agency will be responsible for the administration and implementation of the program and shall have the following duties:

- Identify the location best suited for adoption.
- 2. Maintain the adoption and Release of Liability Agreement records.
- 3. Acquire, place, and maintain adoption signs for the duration of the adoption.
- 4. Serve as liaison between the Adopter and a contractor, if needed, for any communication pertaining to this program.

### The Adopter will be responsible for:

- 1. Selecting the site for adoption from a list of those available.
- 2. Obtaining a Release of Liability Agreement from all participants (on behalf of Adopter) under this Agreement.
- 3. Coordinate all pick-ups with the Stansbury Service Agency (email i.swenson@stansburypark.org).
- 4. Obtain garbage bags from the Stansbury Service Agency.

### DO and DON'T

- Don't pick up litter on the roadway surface at any time.
- Don't pick up litter close to the edge of the road or on any medians. Stay on the right-of-way facing traffic and stay with your organization.
- Don't pick up litter in construction or maintenance sites.
- Don't do anything that will distract passing motorists or other volunteers.
- Don't work during peak travel times when traffic is heavy. Contact the Town for a suitable and safe schedule. Never schedule pick-ups during evening hours.
- Don't participate in litter pick-ups when under the influence of alcohol, drugs, or prescription medications.
- Don't leave children or pets locked in vehicles at work locations.
- Don't pick up materials that you suspect may be hazardous. Dial 911 immediately.
- Do wear light or bright-colored protective clothing, closed-toe hard-soled shoes, and sturdy work gloves.
- Do work only in daylight and fair weather.
- Do coordinate all pick-ups with the Stansbury Service Agency one week in advance. Telephone:
   435.882.6188. Email: i.swenson@stansburypark.org
- Do make sure that all volunteers are familiar with these safety precautions.

- Do make sure all advance warning signs are properly placed.
- Do designate one volunteer to watch the activities of all other volunteers to ensure proper safety practices are being followed.
- Do provide/ensure all volunteers have access to water and sunscreen.

### **SAFETY TIPS**

- Don't overexert yourself. Take breaks, drink liquids, and dress appropriately for the weather.
- Carpool to pick up sites to keep the number of vehicles on the roadside to a minimum. Use parking lots, side streets, and wide spots whenever possible.
- Use sunscreen and wear a hat.
- Stay alert for snakes and noxious weeds, and avoid them.
- Stay alert for traffic when crossing streets and driveways.

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### **EXHIBIT C**

### **VOLUNTEER AGREEMENT, WAIVER OF LIABILITY, AND RELEASE FORM**

### **RULES, REGULATIONS, AND POLICIES**

If I am accepted as a Stansbury Service Agency volunteer, I agree to perform the volunteer duties as described by a Stansbury Service Agency employee, to the best of my ability and in a professional manner.

I hereby indicate my willingness to participate as a volunteer for Stansbury Service Agency without compensation.

### **MEDIA**

I acknowledge that all photos, video, and other media captured during volunteer projects is owned by Stansbury Service Agency and may be used for marketing purposes, or for any other purposes, at the Agency's discretion. I hereby release any rights I might otherwise have regarding the creation or use of such media.

### **WAIVER AND RELEASE**

I acknowledge that, as an authorized Stansbury Service Agency volunteer, Utah law provides me with certain workers' compensation benefits and liability protections while I am performing the functions set forth in my volunteer job description under the direction and supervision of the Agency. I also recognize that such workers' compensation benefits and limitations of liability are narrow and of a limited nature. In consideration for being allowed to participate as an authorized Stansbury Service Agency volunteer, I freely assume any and all risks that fall outside the limited protections provided for volunteers under state, federal or local law.

I agree to limit my volunteer activities to those expressly authorized in connection with the volunteer position I have been assigned. If I observe any unusual or significant hazard during my volunteer participation, I will remove myself from such participation and will immediately bring such hazard to the attention of the nearest Agency official, employee or Representative.

I will not perform any professional services in my capacity as a volunteer unless (1) I am certified, licensed, or otherwise qualified to provide such services, and (2) I have received express authorization from an Agency employee to perform such services.

I hereby indicate my willingness to participate as a volunteer for Stansbury Service Agency, and I release the Agency, its agents and employees from any liability or obligation arising from or connected with my volunteer activities other than as stated above and to the extent permitted under applicable law. I hereby certify that I have read, understood and agreed to the above conditions.

I agree to be bound by the terms and conditions set forth in this Agreement.

Signature	Date
Name	<del></del>



	orter				or Club r Pro			markin	28 PK	JAILB	SIE S P		ie s P					oll/snic		/ent		ø	ć	200	
Description	Golf Course Garbage 10 Plaza, 1 Country Club, Porter	nuts and bolts	keys for clubhouse	LABELS	Frames for Evac Routes for Club Frames for Evac Routes for Pro	Air Filter for leaf blower Air Filter Cover		Software subscription for markin	BL CG SUPERSOFT 23 12B PK	PT RH OD AI-ONE CRSR JAILB	PT RH OD AI-ONE ROSSIE	Golf Balls Chrm Tour	PT RH OD AI-ONE ROSSIE S P		beer	Child Support	water	Trash bag/ water hand soap/clorox wipes waste receptacle Salted nut roll/sandwich roll/snic		Printer Paper and Mints Muffins for Mothers Day Event	water for employees Water and Garbage Bags	Cloromax and Ziplock Bags Protein Bars	The state of the s	Mullins and right to Industry Da	Golf Cart Rental
Account Name.	Waste/Trash Waste/Trash	Equipment Repairs/Maintenanc	Clubhouse Maintenance	Tooele County Recreation Grant	Office supplies & PPE Office supplies	Equipment Repairs & Maintenan Equipment Repairs & Maintenan		IT Expense	Inventory, Non Food	Inventory, Non Food	Inventory, Non Food	Inventory, Non Food	Inventory, Non Food		Inventory, food	Other payroll liabilities	Office supplies & PPE	Maintenance Clubhouse Maintenance Proshop Maintenance Inventory, food	. 11	Office supplies & PPE Community Outreach	Facility Maintenance Maintenance	Proshop Maintenance Inventory, food		Community Outreact	Equipment Rental
Account No.	1052-260 1053-260	1052-252	1053-256	1056-325	1051-240 1058-240	1053-252 1053-252		1059-312	1058-415	1058-415	1058-415	1058-415	1058-415		1058-410	102107	1051-240	1053-250 1053-256 1058-250 1058-410		1051-240 1051-320	1052-250	1058-250 1058-410		1051-320	1058-741
Amount	171.46	\$420	\$62.86	\$15.97	\$20.28 16.22 4.06	\$35.78 15.98 19.80	\$72.03	\$240.00	\$124.98	\$265.35 265,35	\$229.23	\$255.18	\$229.23	\$1,103.97	\$155.15 155.15	\$584.31 584.31	\$368.15	127.54 33.64 89.99 98.60	\$300.63	62.68 54.36	15.58	42.68	\$36.77	\$705.55	\$5,766.60 5,766.60 Page 1
Date Date	120211	4/29/2024	4/30/2024	5/7/2024	4/26/2024	5/4/2024		5/6/2024	5/4/2024	5/4/2024	5/4/2024	5/4/2024	5/4/2024		5/4/2024	5/2/2024	4/25/2024		5/2/2024				5/2/2024		5/1/2024
Ledger Date	120211 010	4/29/2024	4/30/2024	4/7/2024	3/27/2024	4/4/2024		5/6/2024	3/12/2024	3/21/2024	3/21/2024	3/28/2024	3/30/2024		4/23/2024	5/2/2024	4/25/2024		5/2/2024				5/2/2024		4/28/2024
Check No.	ē	8	ပ္ပ						ACH	ACH	ACH	ACH	АСН		32115	32125	8								АСН
Vendor Ass Discount		Ace Hardware	Action Locksmith Inc	Amazon	Amazon	Amazon	Vendor Total:	Bluebeam	Callaway	Callaway	Callaway	Callaway	Callaway	Vendor Total:	Carlson Distributing	Child Support Services	Costco		Costco				Costco	Vendor Total:	DLL Finance LLC
Invoice No.		04292024	04302024	164X-MFYC-LVD	1CFJ-F46F-4KR	1DX1-LTPR-313 PO# 202504		226899	937843100	937916262	937916263	937969102	937998465		686448	PR042824-160	04252024		05022024				05022024a		May2024

	e:	y activities						aird from law	gate					nanjer/hlow o	n more and a				ws	ł.	ashers	= -	
Description	Dog Waste Station (4)	Markers for communty activities	Country Club	Country Club	855 Lakeview Pool	Clubhouse		fencing needing repaird from law	Spring Hinge for pool gate	FUEL	Веег	Fertilizer	pump and hose	tire quade/inflator/co	DATE BROKEN WAR	sausage	DC Motor	3' screws 2' Mud	tape 1 1/4 Sheetrock Screws 3 keys	mixing container, brush	Shark bit fitting and washers	Poly Leaf Rake Powercare 2 Cycle Oil Tay (netting refunded)	2 stroke oil
Account Name.	Maintenance	Community Outreach	Natural gas	Natural gas	Natural gas	Natural gas - Clubhouse		Maintenance	Maintenance	Fuel	Inventory, food	Fertilizer/Chemical	Maintenance	Fruitoment Renairs & Maintenan tire quagefinflator/rounler/hlow o	בלהלהוופות ויפלפון א משוופושו	Inventory, food	Equipment Repairs/Maintenanc	Clubhouse Maintenance Clubhouse Maintenance Clubhouse Maintenance	Clubhouse Maintenance Clubhouse Maintenance Clubhouse Maintenance	Clubhouse Repairs	Facility Maintenance	Maintenance Maintenance Maintenance	tepairs & Maintenan
Account No.	1053-250	1051-320	1058-271	1053-271	1055-271	1053-274		1053-250	1055-250	1053-280	1058-410	1052-253	1055-250	1053-252		1058-410	1052-252	1053-256 1053-256 1053-256	1053-256 1053-256 1053-256	1053-257	1052-250	1053-250 1053-250 1053-250	1053-252
Amount	\$577.94 577.94	\$9.36 9.36	\$229.53 229.53	\$117.24	\$18.25	\$638.39 638.39	\$1,003.41	\$192.00 192.00	\$198.55 198.55	\$777.03 777.03	\$168.03	\$3,893.18 3,893.18	\$187.23	\$54.94 54.94	\$242.17	\$366.00	\$599.00	\$49.30 9.98 3.45	6.70 7.28 11.91	\$18.38	\$11.97	\$53.43 39.96 9.97 3.50	\$66.70
Due Date	5/3/2024	4/26/2024	4/26/2024	4/26/2024	4/26/2024	4/26/2024		5/8/2024	4/29/2024	5/1/2024	5/3/2024	5/4/2024	4/30/2024	5/3/2024		5/3/2024	5/3/2024	4/30/2024		4/30/2024	4/30/2024	4/30/2024	4/30/2024
Ledger <u>Date</u>	4/4/2024	4/26/2024	4/4/2024	4/4/2024	4/4/2024	4/4/2024		5/7/2024	4/29/2024	4/1/2024	4/18/2024	4/4/2024	4/30/2024	5/3/2024		4/17/2024	4/3/2024	2/14/2024		3/7/2024	2/6/2024	2/13/2024	2/5/2024
Check No.	32118	8	ACH	ACH	АСН	АСН		ACH		32117	ACH	32119				ACH	32120	ACH		ACH	ACH	АСН	АСН
Vendor	Dog Waste Depot	Dollar Tree	Dominion Energy	Dominion Energy	Dominion Energy	Dominion Energy	Vendor Total:	Fence Me In	Fittings Plus	Fuel Network	General Distribution Company	Greensource, LLC	Harbor Freight	Harbor Freight	Vendor Total:	HGM Products LLC	Highland Golf	Home Depot		Home Depot	Home Depot	Home Depot	Home Depot
Invoice No.	701977	04262024	April2024	April2024a	April2024b	April2024c		04242024	5365	F2409E00946	3320648	23236 PO# 202498	04302024	05032024		3269	54375	02142024 PO# 202453		03072024	10707 PO# 202444	3514466 PO# 202450	5021755 PO# 202429

Description	Oil Filter/Mulch Blade	Roller and Oil Filter	TM24 SpeedSoft GLB	TM24 TP5 ENG	ND21 Long & Soft 15bp and TM	MWD-Qi10 Max/ MWD-Qi10LST	Socks Shoes Gloves	lock nut/washers/screws for sna	Small Sprayer	Social Security Tax Medicare Tax Federal Income Tax	Social Security Tax Medicare Tax Federal Income Tax	Social Security Tax Medicare Tax Federal Income Tax	State Unemployment	State Unemployment	State Unemployment	URS State Retirement URS 401k Additional 401k	URS State Retirement
Account Name.	Equipment Repairs/Maintenanc	Equipment Repairs/Maintenanc	Inventory, Non Food	Inventory, Non Food	Inventory, Non Food	Inventory, Non Food	Inventory Non Food	Sports Fields Maintenance	Goif course equipment	Accrued federal payroll taxes Accrued federal payroll taxes Accrued federal payroll taxes	Accrued federal payroll taxes Accrued federal payroll taxes Accrued federal payroll taxes	Accrued federal payroll taxes Accrued federal payroll taxes Accrued federal payroll taxes	Accrued state unemployment	Accrued state unemployment	Accrued state unemployment	Accrued state retirement Accrued state retirement Accrued state retirement	Accrued state retirement
Account No.	1052-252	1052-252	1058-415	1058-415	1058-415	1058-415	1058-415	1053-265	417501	102101 102101 102101	102101 102101 102101	102101 102101 102101	102105	102105	102105	102103 102103 102103	102103
Amount \$1,229.83	\$445.60 445.60	\$348.38 348.38 \$793.98	\$193.44	\$1,447.03	\$668.14	\$4,538.43 4,538.43 \$6,847.04	\$3,313.37	\$15.65	\$25,000.00 25,000.00	\$5,225.35 2,852.94 667.18 1,705.23	\$7,657.26 4,503.70 1,053.28 2,100.28	\$110.83 81.84 19.14 9.85 \$12,993.44	\$368.13	\$581.13 581.13	\$10.56 10.56 \$959.82	\$1,349.97 743.07 8.36 598.54	\$3,465.32 2,624.58
Due Date	5/4/2024	5/4/2024	4/27/2024	5/4/2024	5/5/2024	5/6/2024	4/29/2024	5/1/2024	5/4/2024	4/30/2024	5/2/2024	5/3/2024	4/30/2024	5/2/2024	5/3/2024	4/30/2024	5/2/2024
Ledger <u>Date</u>	4/4/2024	4/4/2024	2/27/2024	3/5/2024	3/6/2024	3/7/2024	2/29/2024	5/1/2024	4/5/2024	4/30/2024	5/2/2024	5/3/2024	4/30/2024	5/2/2024	5/3/2024	4/30/2024	5/2/2024
Check No.	ACH	АСН	ACH	АСН	АСН	ACH	АСН		ACH								
<u>Vendor</u> Vendor Total:	Stotz Equipment	Stotz Equipment Vendor Total:	Taylor Made	Taylor Made	Taylor Made	Taylor Made Vendor Total:	Titleist	tractor supply	Turf Equipment & Irrigation	United States Treasury	United States Treasury	United States Treasury Vendor Total:	Utah Department of Workforce Services	Utah Department of Workforce Services	Utah Department of Workforce Services Vendor Total:	Utah Retirement Systems	Utah Retirement Systems
Invoice No.	P34716	P34717	37206168	37231254	37231934	37238075	917350885	05012024	3022293-00	PR042824-615	PR042824-615	PR042824-615	PR042824-626	PR042824-626	PR042824-626	PR042824-632	PR042824-632

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04252024 835289

PR042824-636

PR042824-636

PR042824-636

Invoice No.

<u>Description</u> URS 401k		State Income Tax	State Income Tax	State Income Tax		admin phone and internet golf internet recreation phone and internet library internet cemetery internet and phone pro shop internet and phone	Glue Sticks	Property Tax for Golf Carts 2023	
Account Name. Accrued state retirement		Accrued state withholding	Accrued state withholding	Accrued state withholding		Telephone, Internet Telephone, Internet Telephone, Internet Telephone, Internet Telephone, Internet	Office supplies & PPE	Equipment Rental	GL Account Summary Accrued rederal payroll taxes Accrued state withholding Accrued state unemployment Accrued state unemployment Accrued state unemployment Other payroll liabilities Office supplies & PPE Telephone, Internet Community Outreach Facility Maintenance Equipment Repairs/Maintenanc Fertilizer/Chemical Waste/Trash Electricity Telephone, Internet Waste/Trash Clubhouse Repairs & Maintenanc Fuel Office supplies & PPE Maintenance Ingation Repairs & Maintenanc Clubhouse Repairs Waste/Trash Sports Fields Maintenance Electricity - Misc Meters Natural gas Telephone, Internet Waste/Trash Sports Fields Maintenance Electricity - Misc Meters Natural gas Telephone, Internet Water Natural gas - Clubhouse
Account No. 102103		102102	102102	102102		1051-272 1052-272 1053-272 1056-272 1057-272	1053-240	1058-741	102101 102102 102103 102103 102103 102105 102105 1051-240 1052-250 1052-250 1052-250 1052-280 1052-280 1053-251 1053-251 1053-251 1053-251 1053-251 1053-270 1053-270 1053-270 1053-270 1053-270 1053-270
Amount 840.74	\$4,815.29	\$973.97	\$1,376.83	\$19.08	\$2,369.88	\$654.00 294.20 65.00 112.62 16.05	\$9.63	\$1,328.69 1,328.69 \$105,594.51	2,369.84 2,369.88 4,815.29 17,314.63 95.82 595.82 595.82 100.49 1,747.18 3,693.85 65.00 77.52 490.76 90.76 90.76 1,015.68 1,134.25 734.65 11.262 11.62 11.62 11.62 11.62 11.62 11.62 11.62 11.62 11.62 11.63 11.63 11.63 11.64 11.65
Due <u>Date</u>		4/30/2024	5/2/2024	5/3/2024		5/2/2024	4/25/2024	5/4/2024	
Ledger <u>Date</u>		4/30/2024	5/2/2024	5/3/2024		4/2/2024	4/25/2024	4/10/2024 <b>Total:</b>	
Check No.						ACH	8	32122 To	
Vendor	Vendor Total:	Utah State Tax Commission	Utah State Tax Commission	Utah State Tax Commission	Vendor Total:	Verizon Wireless	Walmart	YAMAHA FINANCIAL SERVICES	

Vendor

Invoice No.

	Description																						
	Account Name,	Water - Clubhouse	Fuel	Maintenance	Natural gas	Water	Telephone, Internet	Tooele County Recreation Grant	Electricity	Telephone, Internet	Office supplies	Proshop Maintenance	Electricity	Natural gas	Telephone, Internet	Water	Inventory, food	Inventory, Non Food	Equipment Rental	IT Expense	Total	Golf course equipment	GL Account Summary Total
ī	Account No.	1053-276	1053-280	1055-250	1055-271	1055-273	1056-272	1056-325	1057-270	1057-272	1058-240	1058-250	1058-270	1058-271	1058-272	1058-273	1058-410	1058-415	1058-741	1059-312		417501	
	Amount	39.14	777.03	503.11	18.25	5.85	16.05	15.97	10.23	16.05	4.06	232.67	739.21	229.53	150.08	48.05	1,016.96	15,576,39	7,095.29	240.00	80,594.51	25,000.00	\$105,594.51
Due	Date																						s
Ledger	Date																						
	Check No.																						
		Ledger Due Amount Account No. Account Name.	Due Amount Account No. 39.14 1053-276	Ledger Due Amount Account No. Account Name. 39.14 1053-276 Vvater - Clubhouse 777.03 1053-280 Fuel	Ledger         Date         Amount         Account No.         Account Name.           201         39.14         1053-276         Water - Clubhouse           777.03         1053-280         Fuel           503.11         1055-250         Maintenance	Ledger         Date         Amount         Account No.         Account Name.           Date         Date         Amount         Account Name.           39.14         1053-276         Water - Clubhouse           777.03         1053-280         Fuel           503.11         1055-250         Maintenance           18.25         1055-271         Natural gas	Ledger         Due         Amount Account No.         Account Name.           Date         Amount Account No.         Account Name.           39.14         1053-276         Water - Clubhouse           777.03         1053-280         Fuel           503.11         1055-250         Maintenance           18.25         1055-271         Natural gas           5.85         1055-273         Water	Ledger         Due         Amount         Account No.         Account Name.           Date         Date         Amount         Account No.         Account Name.           39.14         1053-276         Water - Clubhouse           777.03         1053-280         Fuel           503.11         1055-250         Maintenance           18.25         1055-271         Natural gas           5.85         1055-273         Water           16.05         1056-272         Telephone, Internet	Ledger         Due         Amount Account No.         Account Name.           Date         Date         Amount Account No.         Account Name.           39.14         1053-276         Water - Clubhouse           777.03         1053-280         Fuel           503.11         1055-250         Maintenance           18.25         1055-271         Natural gas           5.85         1055-273         Water           16.05         1056-272         Telephone, Internet           15.97         1056-325         Tooele County Recreation Grant	Ledger         Due         Amount Account No.         Account Nome.         Account Name.           39.14         1053-276         Water - Clubhouse           777.03         1053-280         Fuel           503.11         1055-250         Maintenance           18.25         1055-271         Natural gas           5.85         1055-273         Water           16.97         1056-272         Telephone, Internet           15.97         1056-325         Tooele County Recreation Grant           10.23         1057-270         Electricity	Ledger         Date         Amount 39.14         Account No.         Account Name.           39.14         1053-276         Water - Clubhouse           777.03         1053-280         Fuel           503.11         1055-270         Maintenance           18.25         1055-271         Water           16.05         1056-272         Telephone, Internet           15.07         1056-272         Telephone, Internet           10.23         1056-272         Telephone, Internet           10.23         1057-272         Telephone, Internet           16.05         1057-272         Telephone, Internet	Ledger         Date         Amount 39.14         Account No.         Account Name.           Date         Amount 39.14         1053-276         Water - Clubhouse 777.03           777.03         1053-280         Fuel 777.03           503.11         1055-270         Maintenance Naintenance 18.25           5.85         1055-271         Water 16.05           16.05         1056-273         Telephone, Internet 16.05           10.23         1057-270         Telephone, Internet 10.23           10.23         1057-270         Telephone, Internet 10.23           16.05         1056-272         Telephone, Internet 10.23           16.05         1056-270         Telephone, Internet 10.23	Ledger         Date         Amount Account No.         Account Name.           Date         Amount Account No.         Account Name.           39.14         1053-276         Water - Clubhouse           777.03         1053-280         Fuel           503.11         1055-250         Maintenance           18.25         1055-271         Water           16.05         1056-272         Telephone, Internet           15.97         1056-272         Telephone, Internet           10.23         1057-272         Telephone, Internet           16.05         1056-272         Telephone, Internet           16.05         1056-272         Telephone, Internet           10.23         1057-272         Telephone, Internet           16.05         1058-280         Office supplies           232.67         1058-250         Proshop Maintenance	Ledger         Due         Amount         Account No.         Account Name.           Date         Amount         Account No.         Account Name.           39.14         1053-276         Water - Clubhouse           777.03         1053-280         Fuel           503.11         1055-250         Maintenance           18.25         1055-271         Natural gas           5 1055-273         Water         Telephone, Internet           16.05         1056-272         Tooele County Recreation Grant           10.23         1057-270         Telephone, Internet           10.23         1057-270         Telephone, Internet           4.06         1058-240         Office supplies           232.57         1058-250         Proshop Maintenance           739.21         1058-250         Proshop Maintenance	Ledger         Due         Amount         Account No.         Account Name.           Date         Amount         Account No.         Account Name.           39.14         1053-276         Water - Clubhouse           777.03         1055-280         Fuel           503.11         1055-250         Maintenance           18.25         1055-271         Water           18.25         1055-273         Water           16.05         1056-272         Telephone, Internet           16.05         1056-272         Telephone, Internet           10.23         1057-270         Telephone, Internet           4.06         1058-240         Office supplies           23.267         1058-240         Proshop Maintenance           739.57         1058-270         Natural gas	Ledger         Due         Amount         Account No.         Account Name.           39.14         1053-276         Water - Clubhouse           777.03         1053-280         Fuel           503.11         1055-250         Maintenance           18.25         1055-271         Maintenance           18.25         1055-273         Water           16.05         1055-273         Water           16.05         1055-273         Telephone, Internet           16.07         1056-325         Tooele County Recreation Grant           10.23         1057-272         Telephone, Internet           4.06         1058-240         Office supplies           23.67         1058-240         Proshop Maintenance           739.21         1058-250         Proshop Maintenance           739.21         1058-270         Natural gas           150.08         1058-272         Telephone, Internet	Ledger         Due         Amount Account No.         Account Name.           Date         Amount Account No.         Account Name.           39.14         1053-276         Water - Clubhouse           777.03         1055-280         Fuel           503.11         1055-250         Maintenance           18.25         1055-271         Natural gas           5.85         1055-273         Water           16.07         1056-272         Telephone, Internet           16.07         1056-272         Telephone, Internet           10.23         1057-272         Telephone, Internet           4.06         1058-250         Proshop Maintenance           739.21         1058-250         Proshop Maintenance           739.21         1058-271         Natural gas           15.05         1058-272         Telephone, Internet           739.21         1058-273         Telephone, Internet           739.21         1058-273         Telephone, Internet           739.21         1058-273         Telephone, Internet	Ledger         Due         Amount Account No.         Account Name.           Date         Amount Account No.         Account Name.           39.14         1053-276         Water - Clubhouse           777.03         1055-270         Maintenance           503.11         1055-271         Maintenance           18.25         1055-271         Maintenance           5.85         1055-273         Water           16.07         1056-272         Telephone, Internet           10.23         1057-272         Telephone, Internet           4.06         1058-224         Office supplies           232.67         1058-270         Telephone, Internet           739.21         1058-270         Telephone, Internet           739.21         1058-270         Telephone, Internet           739.21         1058-270         Telephone, Internet           739.21         1058-270         Telephone, Internet           740.6         1058-271         Telephone, Internet           740.6         1058-272         Telephone, Internet           740.6         1058-273         Telephone, Internet           740.6         1058-273         Telephone, Internet           750.6         1058-273	Ledger         Due         Amount Account No.         Account Name.           Date         Amount 1053-276         Water - Clubhouse           777.03         1053-280         Fuel           503.11         1055-270         Waintenance           18.25         1055-271         Water           18.25         1055-273         Water           16.05         1056-272         Telephone, Internet           15.05         1056-272         Telephone, Internet           10.23         1057-272         Telephone, Internet           4.06         1058-240         Office supplies           23.67         1058-250         Froshop Maintenance           739-21         1058-270         Telephone, Internet           739-21         1058-270         Telephone, Internet           750.08         1058-270         Telephone, Internet           750.08         1058-271         Water           1,016.96         1058-271         Inventory, food           1,016.96         1058-273         Inventory, Non Food	Ledger         Due         Amount         Account No.         Account Name.           Date         Amount         Account No.         Account Name.           777.03         1053-276         Water - Clubhouse           777.03         1055-280         Maintenance           18.25         1055-271         Water           18.25         1055-273         Water           16.05         1056-272         Telephone, Internet           15.97         1056-272         Telephone, Internet           10.23         1057-272         Telephone, Internet           10.23         1057-272         Telephone, Internet           4.06         1058-240         Office supplies           23.267         1058-240         Office supplies           229.53         1058-272         Telephone, Internet           48.05         1058-271         Water           1,016.96         1058-271         Inventory, food           1,506.39         1058-273         Water           1,016.96         1058-415         Inventory, food           15.576.39         1058-415         Equipment Rental	Ledger         Due         Amount         Account No.         Account Name.           Date         Amount         Account No.         Account Name.           39.14         1053-276         Water - Clubhouse           777.03         1055-250         Maintenance           18.25         1055-271         Water - Clubhouse           18.25         1055-271         Water - Clubhouse           18.25         1055-271         Water - Clubhouse           18.25         1056-272         Watural gas           16.05         1056-273         Telephone, Internet           10.23         1057-272         Telephone, Internet           4.06         1056-272         Telephone, Internet           4.06         1058-240         Office supplies           222.67         1058-270         Felectricity           1.016.98         1058-271         Natural gas           1.016.98         1058-272         Water           1.016.98         1058-273         Water           1.016.99         1058-273         Inventory, food           15.576.39         1058-273         Inventory, food           15.576.39         1058-274         Inventory, food           15.576.39         1	Ledger         Due         Amount         Account No.         Account Name.           Date         39.14         1053-276         Water - Clubhouse           777.03         1053-280         Maintenance           18.25         1055-271         Maintenance           18.25         1055-273         Water           16.05         1056-272         Water           16.05         1056-273         Water           16.05         1056-273         Telephone, Internet           16.05         1056-272         Telephone, Internet           16.05         1057-270         Telephone, Internet           16.05         1057-270         Telephone, Internet           4.06         1058-240         Office supplies           232.67         1058-240         Office supplies           232.67         1058-270         Telephone, Internet           48.05         1058-271         Water           1,016.98         1058-272         Water           1,016.99         1058-415         Inventory, food           1,059.29         1058-415         Inventory, food           240.00         1059-312         Telephone           1058-312         Telephone	Ledger         Due         Account Name.         Account Name.           Date         39.14         1053-276         Water - Clubhouse           777.03         1053-280         Fuel           503.11         1055-250         Maintenance           18.25         1055-271         Water           16.05         1056-272         Volater           16.05         1056-273         Volater           16.05         1056-273         Volater           10.23         1057-272         Telephone, Internet           10.23         1057-272         Telephone, Internet           4.06         1058-240         Office supplies           23.247         1058-240         Office supplies           23.257         1058-250         Proshop Maintenance           739.21         1058-250         Proshop Maintenance           739.21         1058-270         Telephone, Internet           4.05         1058-270         Natural gas           1.016.96         1058-271         Natural gas           1.016.96         1058-272         Natural gas           240.00         1059-312         Total           1         1059-312         Total           1

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