



PUBLIC NOTICE is hereby given that the Board of Trustees of the Stansbury Recreation Service Area, the Stansbury Greenbelt Service Area, and the Board of Directors of the Stansbury Service Agency (collectively, the “Boards” and the “Agency,”) have called and set a public meeting to be held on Wednesday, January 08, 2025, commencing at 7:00 p.m., at the Stansbury Park Clubhouse, #1 Country Club, Stansbury Park, Utah 84074 (the “Agency Office”)

Combined Stansbury Recreation Service Area, Stansbury Greenbelt Service Area, and the Service Agency Board of Directors Meeting

Date: Wednesday, January 8th, 2025

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

Time: 7:00 PM

1. Call to Order
2. Roll Call
3. Pledge of Allegiance

Motion to close the Stansbury Service Agency meeting and enter into the Stansbury Recreation Service Area and the Stansbury Greenbelt Service Area Boards of Trustees Meeting.

Stansbury Recreation Service Area Board of Trustees Meeting

Order of Business

1. Call to Order
2. Roll Call

Action Items

3. 2025.01.01 R
 - a. Board Review and possible approval of December 11, 2024, Public Hearing minutes
4. 2025.01.02 R
 - b. Selection of Stansbury Recreation Service Area Board of Trustees Chair, Clerk, and Treasurer for 2025.

Motion to adjourn the Stansbury Recreation Service Area Meeting.



Stansbury Greenbelt Service Area Board of Trustees Meeting

Order of Business

1. Call to Order
2. Roll Call

Action Items

3. 2025.01.01 R
 - a. Board Review and possible approval of December 11, 2024, Public Hearing minutes
4. 2025.01.02 R
 - a. Selection of Stansbury Greenbelt Service Area Board of Trustees Chair, Clerk, and Treasurer for 2025.

Motion to adjourn the Stansbury Greenbelt Service Area Meeting and enter into the Stansbury Service Agency Board of Directors Meeting.

Stansbury Service Agency Board of Directors Meeting

4. Review of Public Comments from the last meeting
5. Public Comments
6. General Manager Updates
 - a. Operations
 - b. Projects
 - c. Finances
7. Action Items
 1. 2025.01.01 A
 - a. Selection of Stansbury Service Agency Board Chair, Treasurer, Clerk for 2025.
 2. 2025.01.02 A
 - a. Board Review and approval of December 4, 2024, Meeting Minutes
 3. 2025.01.03 A
 - a. Approval of Resolution 2024-01 Amending the 2024 General Fund Budget.
 - b. Approval of Resolution 2024-02 Amending the 2024 Budget.
 - c. Approval of Resolution 2024-03 Adopting the Stansbury Service Agency 2025 Budget
8. Discussion Items
 - a. Weed Harvester Boat Discussion
 - b. Update on Migration to .gov
 - c. Discuss Possible Amendment to the 2024 Food Truck Agreement
 - d. Discuss the Annual Conflict of Interest Disclosure and Ethical Behavior Pledge
 - e. Discuss 2025 Board Member Training Certification



9. Board member reports and requests.
 - a. Open comment session for individual Board Members to present final thoughts on any subject covered in the meeting, updates on individual projects not covered by the GM, concerns from residents, and requests for future board actions.
10. Motion to Adjourn

Stansbury Greenbelt Service Area Board of Trustees Meeting Minutes

Date: Wednesday, December 11th, 2024

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

Time: 6:30 PM

Order of Business

1. Call to Order by Brett Palmer
2. Roll Call
 - a. Board Members
 - i. Brett Palmer – present
 - ii. Ammon Jacobsmeyer – present
 - iii. John Duval - present

Action Items

1. 2024.12.01 G
 - a. Board Review and possible approval of November 6, 2024, Public Hearing minutes
 - b. Brett Palmer stated the minutes do not include proposed fee schedule minutes. James Hanzelka said the fee schedule is included in the November 6 minutes but was not listed on the agenda as the fee schedule. It was only listed as the public hearing. He agreed that there needs to be a better way to label these types of minutes. Ammon Jacobsmeyer feels public hearing covers both parts of meeting.

Motion to approve the Public Hearing meeting minutes on November 6th, 2024, made by Ammon Jacobsmeyer. Seconded by John Duval.

Vote as follows:

Brett Palmer – yea; Ammon Jacobsmeyer – yea; John Duval - yea. **Motion Passed**

2. 2024.12.02 G
 - a. Board Review and possible approval of November 20, 2024, Board Meeting minutes
 - b. Brett Palmer corrected Resolution 2024-03. It should have stated “Whereas the board of trustees has complied with all requirements to increase their budget by \$150,000 more than the previous year’s budget... Therefore, it is hereby resolved that the Board of Trustees of the Stansbury Greenbelt Service Area approves the following additional property tax revenue for the year 2025, which is zero amount “.

Motion to approve the November 20, 2024, Board Meeting minutes as modified made by John Duval. Seconded by Ammon Jacobsmeyer.

Vote as follows:

Brett Palmer – yea; Ammon Jacobsmeyer – yea; John Duval - yea. **Motion Passed**

3. 2024.12.03 G
 - a. Board discussion and approval of the Stansbury Greenbelt Service Area 2025 Budget

Motion to approve the Stansbury Greenbelt Service Area 2025 Proposed Budget of \$1,484,309 in revenue with matching expenses issued to the service agency of \$1,484,309 made by Ammon Jacobsmeyer. Seconded by John Duval.

Vote as follows:

Brett Palmer – yea; Ammon Jacobsmeyer – yea; John Duval - yea. **Motion Passed**

4. 2024.12.04 G

- a. Board discussion and approval of the 2025 Board Meeting Schedule
- b. Ammon Jacobsmeyer suggested that the schedule should just have dates and be listed as general board meeting dates, not have specific descriptions for the meetings as it's not decided what the meetings will be for yet.

Motion to approve this schedule as stated with the following adjustments, if needed, following 9/24 and 11/11 meetings by Ammon Jacobsmeyer. Seconded by John Duval.

Vote as follows:

Brett Palmer – yea; Ammon Jacobsmeyer – yea; John Duval - yea. **Motion Passed**

Motion to adjourn the Stansbury Greenbelt Service Area Meeting and enter into the Stansbury Service Agency Board of Directors Meeting.

Motion to adjourn the Stansbury Greenbelt Service Area Meeting and enter into the Stansbury Service Agency Board of Directors Meeting made by Ammon Jacobsmeyer. Seconded by John Duval.

Vote as follows:

Brett Palmer – yea; Ammon Jacobsmeyer – yea; John Duval - yea. **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 8th day of January 2025

Brett Palmer, Stansbury Greenbelt Service Area Board Chair



Stansbury Recreation Service Area Board of Trustees Meeting Minutes

Date: Wednesday, December 11th, 2024

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

Time: 6:30 PM

Order of Business

1. Call to Order by John Wright
2. Roll Call
 - a. John Wright – present
 - b. Cassandra Arnell – present
 - c. Kyle Shields - present

Action Items

1. 2024.12.01 R
 - a. Board Review and possible approval of November 6, 2024, Public Hearing minutes
 - b. John Wright stated that these were the minutes from the combined Truth in Taxation hearing and that they were possibly approving the Recreation area's portion of the minutes. The agency notified the Tooele County legislative body and the Tax Commission about the meeting and the intent to possibly increase property taxes. Those items were discussed.

Motion to approve the November 6, 2024 Public Hearing minutes made by Cassandra Arnell.
Seconded by Kyle Shields.

Vote as follows:

Cassandra Arnell – yea; John Wright - yea; Kyle Shields – yea. **Motion Passed**

2. 2024.12.02 R
 - a. Board Review and possible approval of November 20, 2024, Board Meeting minutes
 - b. John Wright summarized that these minutes were from a combined meeting of the service area and the Greenbelt and Recreation boards. This was the meeting that questions from the Truth in Taxation meeting were responded to. The board voted on a resolution regarding the tax rate for 2025.

Motion to approve November 20, 2024, Board Meeting minutes made by Cassandra Arnell.
Seconded by Kyle Shields.

Vote as follows:

Cassandra Arnell – yea; John Wright - yea; Kyle Shields – yea. **Motion Passed**

3. 2024.12.03 R
 - a. Board discussion and approval of the Stansbury Recreation Service Area 2025 Budget
 - b. John Wright stated that the budget had already been presented by James Hanzelka and that the \$150,000 the board approved on November 20th would go towards the 2025 budget for the service agency. He stated that the Recreation Service Area receives from the taxpayers is transferred in its entirety to the Service Agency.

Motion to the Stansbury Recreation Service Area 2025 Budget made by Kyle Shields. Seconded by Cassandra Arnell.

Vote as follows:

Cassandra Arnell – yea; John Wright - yea; Kyle Shields – yea. **Motion Passed**

4. 2024.12.04 R

- a. Board discussion and approval of the 2025 Board Meeting Schedule.
- b. John Wright brought up that the June dates needed to be changed for the service agency or for the recreation area schedule, as they were currently listed differently for when the combined meeting would happen. It was decided to use the June 11th meeting for the combined meeting.

Motion to approval the 2025 Board Meeting Schedule made by Cassandra Arnell. Seconded by Kyle Shields.

Vote as follows:

Cassandra Arnell – yea; John Wright - yea; Kyle Shields – yea. **Motion Passed**

Motion to adjourn the Stansbury Recreation Service Area Meeting.

Motion to adjourn the Stansbury Recreation Service Areas Meeting made by Kyle Shields. Seconded by Cassandra Arnell.

Vote as follows:

Cassandra Arnell – yea; John Wright - yea; Kyle Shields – yea. **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 8th day of January 2025

John Wright, Stansbury Recreation Service Area Board Chair



Stansbury Service Agency Work Minutes

Date: Wednesday, December 4th, 2024

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

Time: 7:00 PM

1. Call to Order by Brett Palmer at 7:01 PM
2. Roll Call
 - Board Members
 - Brett Palmer – present
 - John Wright – present
 - Cassandra Arnell – absent
 - Kyle Shields – present
 - Ammon Jacobsmeyer – present
 - John Duval – present
 - Staff
 - James Hanzelka – present
 - Ingrid Swenson – present
 - Jessica Shaw - present
3. Pledge of Allegiance led by Brett Palmer
4. Review of Public Comments from the last meeting
 - Budget comments addressed at the last board meeting.
 - No other comments.
5. General Manager Updates
 - Operations
 - Winterization of irrigation lines is complete, and the rented compressor has been returned.
 - The lake mower is out of the lake for the season. The agency's mechanic is looking at what to repair on it. He will be looking at potential boats and talking to Aquarius about how to winterize the boats better.
 - The pool has been winterized with heaters in place.
 - The large tree next to Pole Canyon Rd. has been removed. The agency's crew will grind the stump.
 - Twin D is contracted to clean and cut the roots out of the drain line behind Hole #3 green, but it still needs to be scheduled.
 - Staffing. Most of the positions for the recreation department have been filled, but we are still looking for an irrigation lead. That was expected to be a tough position to fill. The pro shop has hired an assistant pro to start in March. The greens department is still looking for a full-time groundskeeper. That is slow-moving because the position will not start until later in the year.

- Projects
 - A topography map of the Millpond Amphitheater was received from Blu Line and sent to the planning committee. There are questions that need to be finalized before looking at the final design.
 - Bids to re-shingle the maintenance building at 10 Plaza ranged from \$11K to 26K from three companies. The bids do not include repairs to the underlayment or structure. Services between different companies that bid are similar, so there is no clear indication of what caused the differences in the bids. Others will be coming out to look at the structure. A temporary repair has been put in place by John Wright and agency staff.
 - James Hanzelka will meet with a county representative to get more details about the trail by the Reserve Subdivision to move towards getting an overall plan for the location before moving forward with anything.
- Proposed Improvements
 - Clubhouse and pro shop fire system contracts have been signed. Awaiting parts for installation.
 - Automated doors for the clubhouse are being set up now. The new doors will use codes instead of keys. It will have the ability to have codes for specific individuals that can be removed when the person is no longer working with the agency. It also has the potential for creating codes that only work within a specific time window for renters. If the door is blocked, it will send an alarm to an employee. This removes the need for employees to check the clubhouse on nights it has been rented.
 - The tree removed off Pole Canyon Rd. was a globe willow.
 - Brett Palmer asked if we need to put a root killer to prevent regrowth. James Hanzelka explained that the standard procedure is to remove the main part of the stump, then drill into the remaining pieces and put in root killer.
 - Ammon Jacobsmeyer asked if the agency owns a stump grinder. Yes, the agency does.
 - John Duval asked about the removal price of \$3.5K if it was done in-house. James Hanzelka explained that a contractor did the removal of the tree, but the stump removal will be done in-house.
 - The line behind hole #3 will be put on the schedule as soon as the agency hears from the contractor's scheduler.
- Finances
 - As of November 30, there is slightly less than \$300K available in the operational budget for 2024. Once all the remaining bills, wages, and benefits are paid, it will be down to about \$3,500. With impact fees included, there is about \$1.1 million.
 - In February of 2023, the agency had about \$2,455,740. By December 1 of the same year, the balance was down to just over \$70K. As tax payments were received, the balance came up to about \$1.2 million, which the agency had to operate on for 2024. The balance is down to \$366K at this point, which means there is a better reserve than there was last year. But that is largely in part due to the layoffs in August of 2023.

- The agency will start hiring in January 2025 to replace the staff laid off in 2023 and return to a fully staffed operations status.
- Golf course revenues are close to original estimates. The net revenue of \$846K is only \$15-20K off the 2024 projections that were updated after the first quarter. It's well above the \$700K that had originally been budgeted for the year. The best year previously was 2021 at \$779K.

6. Action Items:

- 2024.12.01 A
 - Board Review and Possible Approval of November 13, 2024, Work Meeting Minutes
 - (Ammon Jacobsmeyer pointed out that voting happens in business meetings, not work meetings. He thinks action items, including minute approvals, should be tabled until a business meeting.
 - Brett Palmer pointed out that it is not a written policy that actions only take place at business meetings. He feels that approving work minutes at work meetings is more efficient and keeps the minutes consistent with the type of meeting.
 - John Wright is of the opinion that meeting minutes should be approved as soon as possible. He stated that it is hard to remember the meeting details the longer it takes to approve the minutes. He feels the board should approve the minutes at the next meeting.
 - John Duval asked what the risk of waiting is.
 - Kyle Shields is okay with approving minutes at work meetings.
 - Ammon Jacobsmeyer said his concern is about what has been communicated to the public. The board has presented to the public that business meetings are where action is taken. He does not feel the board can draw a line for only certain actions at work meetings.
 - John Wright was one of the board members who proposed work vs business meetings in the past. He does not want meeting minutes waiting over a month before they are approved.
 - Brett Palmer feels that meeting minutes are okay to approve at work meetings because they are not an action item that has an impact on policy, expenses, residents, etc.
 - Ammon Jacobsmeyer is okay if both meetings are called business meetings.)

Motion to table the approval of the work meeting minutes of November 13, 2024, to the business meeting of December 11 made by Ammon Jacobsmeyer and seconded by John Wright.
Vote as follows:

Brett Palmer - yea; John Wright - yea; Kyle Shields – yea; John Duval - yea. **Motion Passed.**

7. Discussion Items

- .gov email migration presentation by Ingrid Swenson
 - That state mandates that we move to a .gov domain by July 1, 2025. The staff has been researching how to make the best move and what companies have the best services for the agency's needs. The plan is to migrate on Friday, January 3rd. If there is any problem, staff have the weekend trying to fix it. The Tooele County director of IT, Scott Persons, has

offered to assist with the migration. There are three components to the move. The domain host, the website host, and the email host with Microsoft Office licensing.

Our domain and web hosting are currently done through GoDaddy for \$203.88/year. With our different email and office plans, our annual cost is currently \$4,365.12.

GoDaddy does not host .gov domains, so we have to look elsewhere. Tooele County recommended DNS Made Easy to us. The DNS-5 plan would give us five domains, meaning we could keep stansburypark.org. This is important because there is another community on the East Coast with the name Stansbury Park with similar amenities. The DNS-5 plan costs \$225/year.

GoDaddy and WP Engine are under consideration for website hosting. The WP Engine Growth plan would give us 10 sites. That would allow us to make websites for the golf course and library. The GoDaddy price is for only one website, so adding a site for the golf course would make costs about equal between the two plans.

Email hosting with Microsoft Office licensing is where the big difference comes in. Currently, we are paying \$2,870.56/year for 12 users. If we go with MicroAge, we can have 30 users for \$210/year. If we go with the recommended plan, we would reduce our cost from over \$4,000/year to \$1,429.

The Federal Register established a rule that all government websites need to be ADA-compliant. Special district sites like ours have until April 26, 2027, to meet the requirement. StansburyPark.org is currently semi-compliant. The staff is looking into the exact requirements, what we need to do to be compliant, and the best way to go about it. The Board asked questions about migration, compliance, training employees, email addresses, and archiving emails.

- John Duval asked if the government is going to audit websites for compliance
 - Currently, it is a self-audit and will probably only be checked if there is a complaint.
- John Wright asked what happens to email archives once the agency leaves GoDaddy.
 - Staff are currently researching whether keeping email archives is required. John Wright wanted to know why the agency is looking to move the website and emails so soon. Most of the contracts with GoDaddy are coming up for renewal in January 2025. The goal is to get things moved so that the contacts do not have to be renewed to save money.
- John Wright asked about training people in the new system.
 - While it will be a new hosting service, the software will be the same as it is now and will not require training beyond giving our new usernames and passwords. John Duval suggested creating a list of current prices and what the new prices and plans will be for residents to review. He thinks a spreadsheet with cost savings and avoidances would be good to have available for the public.
- Ammon Jacobsmeyer asked if it was just email being migrated on January 3.
 - The entire website will be moved on January 3. Ammon Jacobsmeyer asked how the agency would get access to WordPress if the GoDaddy contract ends.
- WordPress is a separate program and not tied to Go-Daddy. John Wright asked why Utah is pushing to move government websites to .gov.

- Gov domains are considered more trustworthy with reliable information because they are only available to actual government entities. John Wright asked if the old website and emails would shut down upon migration or if there would be an overlap
 - There will be some overlap until the GoDaddy contracts end. The agency is also going to maintain ownership of stansburypark.org so that it can be set up to redirect visitors to stansburypark.gov automatically.
 - John Wright requested that staff consider overlapping the accounts that are set to expire soon to make sure no important information is lost. The board feels that email archives should be maintained, whether it is government-mandated or not. The board is in agreement that moving forward on this now is better than waiting until closer to the deadline in July.
- Bringing impact fees back in-house, presented by Brett Palmer

Developers currently pay impact fees to the county for the service agency. Once a quarter, the county forwards those funds to the agency after charging a minimal fee. The developers are used to working directly with the county and do not have to come to the agency. That means there is very little communication between developers and the service agency.

To improve communication between the agency and developers, Brett Palmer proposes that the developers come in to meet with staff and pay their fees directly to the agency. To facilitate that, the agency would have a form issued to the developers after payment with the lot and subdivision information. The developer then takes that form to the county to obtain a building permit.

Stansbury Park Improvement District uses a similar process for water and sewer connections. The developers have to get the approval forms after paying SPID fees. The county will not issue a building permit until the form is received.

Adopting this procedure would force developers to interact with the agency directly. It would also enable the agency to track better what is being built in the community. The agency should adopt standard details for acceptance of facilities and details for sprinkler irrigation systems. For example, the agency could set standards for piping, valves, fittings, topsoil requirements, etc. Before the developer could put in sod, they would have to show that they have met agency standards on subgrade before they would be allowed to place sod. and grading. The agency would then require as-built drawings from the developer before final acceptance.

Tooele County has said it will follow the agency's decision on this issue.

This process is similar to the SPID water approval forms for builders. A builder receives forms from SPID and then takes paperwork to the county for a building permit. The county will not issue the building permit until the correct parties complete all forms.

The board discussed the benefits of bringing impact fees in-house.

 - Brett Palmer mentioned in response to John Wright's question about refusing undeveloped spaces that the process should start before the subdivision is approved. The agency would be able to get involved and provide developers with acceptable set standard details for sprinkler irrigation, piping, etc. The agency would be able to approve grading/sub-grading before authorizing developers to put in sod or sprinklers.

The agency would need to have and provide as-builts. Once a subdivision is ready to build homes, the agency can push for parks to be completed. This would help developers realize the agency is part of the process, not someone they can bypass.

- John Wright has concerns that the agency will continue to get cut out of the master plans. James Hanzelka replied that this planning process should prevent it from happening.
- To get started, the agency will need to inform the county of the starting date chosen by the board. Brett Palmer offered to develop forms for the agency that would be similar to the SPID form. The county would then not approve building permits in the agency's area until the developer can provide a signed copy of the form. The agency can refuse to sign forms that do not meet requirements. Brett Palmer suggested that we start the process in January. Kyle Shields feels the process needs to be written out first.

John Duval left the meeting at 8:01 PM

- 2024 Amended Budget

The staff is working towards amending the budget to support the revenue expenses.

The bulk of general property taxes should arrive next week, bringing up the revenue to close to \$2.9 million.

The board asked several questions about the amendments made to the budget.

There were a number of changes to individual accounts, but the only major change was the requirement to move \$47,000 from the General Government line item to the Operational line item to cover the board approval of the purchase of equipment for the Parks department.

It was also noted that the increase in the Parks line approved in July was covered by the increased revenue from the golf course and other sources.

- 2025 Budget

The board discussed the proposed changes to the proposed 2025 budget.

- The Greenbelt revenue has been lowered to reflect that the tax increase did not go through, while the Recreation revenue has been increased.
- The budget proposal uploaded to the website has the incorrect impact fees; it still reflects the soundwall grant. \$712 is the correct amount.

Changes suggested by the Finance Committee were entered into the 2025 budget proposal.

The operational budget was lowered by \$150K from October's tentative budget due to less projected general property taxes, and the delinquent property tax was lowered from \$30,000 to \$10,000.

The tentative budget was approved to set the tax increase for the Truth in Taxation Hearing.

Brett Palmer suggested that the final budget proposal have more details to explain the reasons for the changes made in each category.

John Wright asked about the increase to the Stansbury Days budget in line 321.

That change is partially because the agency is bringing the triathlon in-house. This is being done to give the agency more control over things like liability. Hopefully, registration fees will help to offset some of that cost.

John Wright asked about the \$60K increase on equipment rentals, line 741

James Hanzelka explained that it was due to putting the trimax on a lease, and that reflects the increase from having them for only half a year in 2024. Brett Palmer asked where wood chips would be added.

They are needed in all play areas, so the projected amount is to cover the cost of putting them in all areas to the required depth for covering exposed concrete for safety.

AED is an Automated Emergency Defibrillator. The agency is required to have one at the golf course and one at the pool and should consider having a third in the clubhouse. However, the agency currently only owns one that has been shared between the golf course and the pool. The budget allows for the purchasing of a second machine to keep one at each location.

James Hanzelka pointed out that if there is no contingency fund, there is no money for emergency repairs if it does fail.

Kyle Shields pointed out that there are always unforeseen expenses. Brett Palmer asked why grants are lumped in with impact fees.

James Hanzelka explained that this is because the current grants are being used to offset projects that are included in the impact fee plan, and so the money is fronted from there and reimbursed with the grant funds when received.

8. Currently the budget is set to conservative numbers and will be amended later if items cost more than expected. The numbers are based on the current year's figures, with an increase of about \$100K. Board member reports and requests.

Open public comment session for individual Board Members to present final thoughts on any subject covered in the meeting, updates on individual projects not covered by the GM, concerns from residents (there are no residents left at the meeting), and requests for future board actions.

- John Wright – would like Blu Line to clarify how to read the map they provided for the Mill Pond area. While there are plans to collect comments at the next meeting to present to Blue Line for updates, John doesn't think they fixed what was already requested. The map needs to define the water's edge and elevations on the contour line sweep. A legend and compass should be included on the map.
- Ammon Jacobsmeyer – Thanked staff for the report. Start cleaning up the 2025 schedule for approval in January. John Wright has questions about the schedule – the staff will provide him with an updated schedule for discussion at the next meeting.
- Brett Plamer – be prepared for the next park that gets dedicated to us. He wants a document with standard details to give developers that clearly state agency specifications. Kyle Shields will assist with developing the agency's documents.

9. Motion to Adjourn

Motion to adjourn made by Ammon Jacobsmeyer and seconded by Kyle Shields.

Vote as follows:

Brett Palmer - yea; John Wright - yea; Kyle Shields – yea; John Duval - yea. **Motion Passed.**

10. The meeting ended at 9:13 PM

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 8th day of January 2025.

Brett Palmer, Board Chair



Resolution 2024-01

A RESOLUTION OF THE STANSBURY SERVICE AGENCY BOARD OF DIRECTORS DECLARING THEIR INTENT TO HAVE THE 2024 GENERAL FUND AMENDED.

WHEREAS, THE 2024 General fund for the year 2024 was approved on December 20, 2023; and,

WHEREAS, the public hearing on the said budget has been held on December 13, 2023, as advertised,

NOW, THEREFORE, BE IT RESOLVED by the Stansbury Service Agency Board of Directors to reallocate \$47,633 from the General Government expenditures budget to the Parks, Recreation, and Public Property expenditures budget. This Resolution shall be effective immediately upon passage.

PASSED AND ADOPTED by the Board this 8th day of January 2025.

Brett Palmer, Board Chair

Date

ATTEST:

Ingrid Swenson, Board Clerk

Date

Resolution 2024-02

A RESOLUTION OF THE STANSBURY SERVICE AGENCY BOARD OF DIRECTORS DECLARING THEIR INTENT TO HAVE THE 2024 BUDGET AMENDED.

WHEREAS, THE 2024 Budget for the year 2024 was approved on December 20, 2023; and,
WHEREAS, the public hearing on the said budget has been held on December 13, 2023, as advertised,

NOW, THEREFORE, BE IT RESOLVED by the Stansbury Service Agency Board of Directors that:

1. The 2024 Amended Budget, a copy of which is attached hereto and incorporated by reference herein, is hereby adopted as the final budget for the Agency.
2. The budget officer is hereby directed to certify a copy of the 2024 Amended Budget and file the same with the Utah State Auditor within thirty (30) days from the date hereof.
3. The budget officer is hereby further directed to file a certified copy of the 2024 Amended Budget in the Agency office and to make the same available to the public for inspection during regular business hours.
4. This Resolution shall be effective immediately upon passage.

PASSED AND ADOPTED by the Board this 8th day of Janaury 2025.

Brett Palmer, Board Chair

Date

ATTEST:

Ingrid Swenson, Board Clerk

Date

RESOLUTION NO. 2024-03

A RESOLUTION ADOPTING THE STANSBURY SERVICE AGENCY 2025 BUDGET

WHEREAS, the provisions U.C.A §17B-1-605 require that the budget officer of Stansbury Service Agency Area (the “Agency”), prepare for each budget year a budget for the general fund and other funds of the Agency in conformance with the uniform system of budgeting, accounting and reporting by which it is bound pursuant to U.C.A. §17B-1-603; and

WHEREAS, pursuant to the provision of U.C.A §17B-1-607, the Chair of Stansbury Service Agency’s board of directors, acting as the duly appointed budget officer of the Agency, has prepared for the year 2025 a tentative budget for each fund for which a budget is required containing an estimate of expenditures together with specific work programs and other supporting data required by law or requested by the Agency’s board of directors (the “Tentative Budget”), which has been filed with the board of directors; and

WHEREAS, the Tentative Budget and all supporting schedules and data have been available as public records for public inspection for a period in excess of seven (7) days in conformance with the requirement of U.C.A. §17B-1-608; and

WHEREAS, the board of directors has duly called and convened a public hearing in conformance with the requirements of the U.C.A. §17B-1-609 and 610, at which time all interested persons in attendance were given an opportunity to be heard on the estimates of revenues and expenditures or any item in the Tentative Budget; and

WHEREAS, the board of directors has considered the comments made by the public at the public hearing and has made adjustments in the Tentative Budget as deemed necessary in conformance with its authority as set forth in U.C.A. §17B-1-611, and has prepared a final budget for the Agency for calendar year 2025 (the “2025 Budget”).

NOW THEREFORE, be it hereby resolved that:

1. The 2025 Budget, a copy of which is attached hereto and incorporated by reference herein, is hereby adopted as the final budget for the Agency, effect for budget year 2025, subject to amendment as provided by law.
2. The budget officer is hereby directed to certify a copy of the 2025 Budget and file the same with the Utah State Auditor within thirty (30) days from the date hereof.
3. The budget officer is hereby further directed to file a certified copy of the 2025 Budget in the Agency office and to make the same available to the public for inspection during regular business hours.
4. This Resolution shall be effective immediately upon passage.

PASSED AND ADOPTED by the Board this 8th day of January 2025.

**STANSBURY SERVICE AGENCY
OF TOOELE COUNTY**

Board Chair

ATTEST:

Stansbury Recreation Service Area Clerk



Food Truck License Agreement

Food Truck/Business Name: _____

Name of Owner/Contact Person ("Licensee"): _____ Phone: _____

Licensee's Email: _____ Licensee's Phone: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Effective Date of this License Agreement: _____

Terms of the Agreement:

Grant of License; Term: The Stansbury Service Agency ("Service Agency"), hereby grants to the Licensee named above, a revocable license ("License"), to park and provide a food truck concession (the "Food Truck"), for the limited duration of each Food Truck event which has been scheduled with the Service Agency during the calendar year, and for thirty (30) minutes before and thirty (30) minutes after the duration of each event.

Location: Food Truck may only operate at the Food Truck locations designated on Exhibit A (the "Property"). The Food Truck shall not interfere with the access to the remainder of the parking lot or other Service Agency premises, or obstruct the entrances or exits to those spaces in any way.

Use of the Property: The License granted herein permits Licensee the use of the Property for the purpose of serving food and beverages from the Food Truck. 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 Food Truck concession 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.

Licensing and Permitting: 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 Food Truck operation as required by applicable law.

Payment of Taxes and Other Assessments: Licensee shall pay when due all taxes and other assessments for its Food Truck business 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 Food Truck 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 Food Truck to supervise and perform the concession 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.

Laws, Ordinances, Etc. 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.

Standard of Operation. Licensee agrees to maintain and operate the Food Truck concession in a first-class manner and will keep the surrounding area in a safe, clean, orderly, and inviting condition at all times. The Food Truck is to be operated as a convenience to patrons of the Food Truck while situated on the Property; therefore, all food, drinks, beverages, confections, and other items sold or kept for sale at the Food Truck will at all times be safe and of high quality. The service provided at the Food Truck will be prompt, sanitary, courteous, and efficient.

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 Food Truck. 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.

Utility Services. Licensee is expected to bring and at all times utilize a quiet generator with suitable power for all purposes in connection with Licensee's use of the Food Truck in providing food service on the Property.

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

Food Truck Event Deposit and Fees.

1. Deposit Requirement: (a) In consideration for the license granted herein, Licensee agrees to pay a deposit in the amount of \$100 for the entire season or \$50 per individual event, at the discretion of the Licensee. (b) The deposit is refundable at the end of the season or event, provided all fees owed to the Service Agency have been fully paid. (c) In the event that fees are not fully received, the deposit shall be forfeited to the Service Agency.
2. Payment of Fees: (a) Licensee shall pay to the Service Agency an amount equal to ten percent (10%) of Licensee's gross sales on the Property. (b) Payment of the fees is due within 24 hours following the conclusion of each event. (c) Payment shall be made to the Service Agency via debit, credit, ACH, or Venmo.
3. Recordkeeping and Reporting: (a) Licensee shall maintain accurate and complete books and records of all sales made by the Food Truck during its operation on the Property. (b) Licensee shall provide a copy of such records to the Service Agency at the end of each business day, to verify the amount of gross sales and ensure that payment of the applicable fees is made in full.
4. Forfeiture of Deposit: In the event that Licensee fails to comply with the payment obligations or other terms of this Agreement, the deposit shall be forfeited to the Service Agency, and Licensee shall be liable for any outstanding balances.

Attendance and No-Show Policy.

- a. Notice of Absence: The Licensee agrees to provide the Service Agency with no less than seven (7) days' written notice if the Licensee is unable to attend a scheduled event. Such notice must be sent to the Service Agency via email or other agreed-upon communication method.
- b. No-Show Policy: In the event that the Licensee fails to attend a scheduled event and does not provide the required notice in accordance with Attendance and No-Show Policy, such failure shall be deemed a "No-Show."

- c. Forfeiture of Security Deposit: (a) Season Event Licensees: If the Licensee is registered to attend the entire season of events, the Licensee shall forfeit a sum of twenty-five dollars (\$25) from their security deposit to the Service Agency for each occurrence of a No-Show. (b) Single Event Licensees: If the Licensee is registered for only one event and fails to attend without providing the required notice, the Licensee shall forfeit the entirety of their fifty-dollar (\$50) security deposit to the Service Agency.
- d. Prohibition of Future Participation: Upon the occurrence of four (4) No-Shows by the Licensee, regardless of the number of events for which the Licensee is registered, the Licensee shall be prohibited from attending any future events organized by the Service Agency. The Service Agency shall have the sole discretion to determine whether the Licensee is eligible to attend future events after such prohibition.
- e. No Refund: The Licensee acknowledges and agrees that any forfeited deposit amounts under this policy are non-refundable.

I, Licensee, have had the opportunity to be advised by legal counsel concerning this Agreement, and I hereby confirm that I have read, fully understand, and agree to abide by all of the terms, covenants and conditions stated herein.

Signature: _____ Date: _____
Licensee

Signature: _____ Date: _____
Stansbury Service Agency



Ethical Behavior Pledge Form

Annual Ethics Pledge

The following pledge is required to be made annually by all officers and employees of Stansbury Service Agency:

I, _____ am the duly elected/appointed _____ of
Stansbury Service Agency.

I pledge to adhere to the code of ethics as approved by The Board. These topics include, but are not limited to: improper use of official position, accepting gifts or loans, disclosing privileged information, retaining a financial or beneficial interest in a transaction, nepotism, misuse of public resources or property, outside employment, political activity, fair and equal treatment, and conduct after leaving office or employment. Additionally, I pledge to disclose all conflicts of interest on the conflict of interest disclosure form. I understand that state statute and The Agency ordinance provide for penalties for violation of specific unethical behavior. Signing this document verifies that I have been provided time to read applicable statutes and ordinances, as well as the Stansbury Service Agency code of ethics.

DATED THIS _____ DAY OF _____ 20 ____

By: _____

Title/Office: _____

SWORN TO AND SUBSCRIBED BY ME

THIS _____ DAY OF _____ 20 ____

NOTARY PUBLIC