

Cottonwood Heights
Parks and Recreation
Service Area

Board of Trustees
Board Meeting

May 21, 2025

2:45 pm Work Session

4:00 pm Board Meeting

Cottonwood Heights Parks and Recreation Service Area

Board of Trustees

May 21, 2025

Work Session-2:45 pm

Board Meeting – 4:00 pm

AGENDA

WORK SESSION - *no action will be taken during the work session*

2:45 pm

- A. Energy Savings Presentation with McKinstry – Jason Grooms/Lin Alder
- B. Discussion with Zions Bank regarding government finance options – Alex Buxton
- C. Update on logo design – Allie Brown/Ben Hill
- D. Elections for Board of Trustees in District 1 and District 2
- E. Discussion of any items listed on the General Board Meeting Agenda

GENERAL BOARD MEETING

4:00 pm

GENERAL BUSINESS

- A. Welcome and Pledge of Allegiance
- B. Review and Approval of April 23, 2025 Board Minutes – Dan Morzelewski
- C. Review and Approval of the Financial Statement for April 2025 – Ben Hill
- D. Review and Approval of Accounts Payable Selected Entries for April 2025 – Lyse' Durrant

INFORMATION/DISCUSSION ITEMS

- A. Public Comment
- B. Board District Representation Reports – Trustees
- C. Recognition and Celebration of Full Time Service for:
Ben Hill (10), Ruth Brown (20), Rich Evans (25), Amir Dervisevic (25)
- D. Safety Updates – Audrey Durfee
- E. Executive Director's Report – Ben Hill
- F. Information and Discussion regarding the 2024 Audit – Ben Hill
- G. Information and Discussion regarding the Certified Tax Rate 2025 – Lyse' Durrant
- H. Information and Discussion regarding the Investment Grade Audit Agreement with McKinstry

SPECIAL BUSINESS

- A. Consideration and Recommendation to Approve the Investment Grade Audit Agreement with McKinstry - Resolution 2025-11

CLOSED MEETING (if needed and voted upon) - a closed meeting to discuss litigation, property acquisition or the character and professional competence or physical or mental health of an individual

ADJOURN

The above items will be discussed at the Board meeting on May 21, 2025 at 4:00 p.m. with a work session held at 2:45 pm. This meeting will be held at the Cottonwood Heights Recreation Center, 7500 S. 2700 E. CWH, UT 84121. If you would like to submit written comment, please email all comments to lysed@cottonwoodheights.com. All comments received by 2:00 pm on May 21, 2025 will be summarized for the public record (Full name and address must be submitted as well). Comments made after that time will be forwarded to the Board of Trustees but will not be on the record. Posted on the PNW, CHPRSA website and Recreation Center.

**Minutes for the
General Board Meeting for the
Cottonwood Heights Parks and Recreation Service Area
Held at 7500 South 2700 East, Cottonwood Heights, Utah
On the 23rd day of April 2025
Pursuant of Notice**

all minutes pending until approved at the following Board Meeting

Board of Trustees Present:

Dan Morzelewski

Patti Hansen

Bart Hopkin

Staff Present:

Ben Hill

Lyse' Durrant

Andrew Davis

Bonnie Harris

Melissa Ruff

Kevin Suchey

Melissa Ruff

A work session was held on April 23rd at 3:15 p.m., during which a presentation was given by 110% regarding parks cost analysis. An update was also provided on the new logo designs, and there was a discussion on items listed on the General Board Meeting Agenda.

GENERAL BOARD MEETING

4:00pm

General Business

A. Pledge of Allegiance

- Mr. Davis led the Pledge of Allegiance.

B. Review and Approval of March 2025 General Board Meeting Minutes – Dan Morzelewski

- After review, Mr. Hopkin made a motion to approve the March 2025 General Board Minutes. Ms. Hansen seconded the motion. Motion carried unanimously with Mr. Morzelewski, Ms. Hansen and Mr. Hopkin voting “Yes.”

C. Review and Approval of the Financial Statement for March 2025 – Ben Hill

- Mr. Hill presented the Financial Statement for March 2025 to the Board.
- After review, Ms. Hansen made a motion to approve the March 2025 Financial Statement. Mr. Hopkin seconded the motion. Motion carried unanimously with Mr. Morzelewski, Ms. Hansen, and Mr. Hopkin “Yes.”

D. Review and Approval of Accounts Payable Selected Entries for March 2025 – Lyse’ Durrant

- Ms. Durrant presented the Accounts Payable Selected Entries for March 2025 to the Board.
- After review, Mr. Hopkin made a motion to approve the March 2025 Accounts Payable Selected Entries. Ms. Hansen seconded the motion. Motion carried unanimously with Mr. Morzelewski, Ms. Hansen, and Mr. Hopkin “Yes.”

INFORMATION/DISCUSSION ITEMS

A. Public Comment

- None

B. Board District Representation Reports – Trustees

- Mr. Hopkin reminded staff about the volunteer clean-up scheduled for April 30th at Antczak Park.
- The Board received an email from a patron about the Aerobics Room being cold in the mornings. Staff identified a leak as the cause and have since resolved the issue.

C. Safety Updates – Audrey Durfee

- Ms. Durfee gave the Board a monthly safety report via recording.

D. Executive Directors Report – Ben Hill

INFORMATION & UPDATES:

- 2025 Facility Capital Maintenance Master Plan | VCBO:
 - Site Walk | Wednesday, April 23rd
 - Next up: Stakeholder Workshops
- 2025 TRCC Project | Bywater Park Improvements:
 - Playground Area Improvements | Big T Recreation
 - Tennis Courts | Renner Sports
 - Lighting Retrofitting | Jenson Lighting
 - Ballfield Fencing | Stallings Construction
 - Phase1: Home Run Fences and Babe Ruth Dugouts
 - Phase2: East Babe Ruth Fence
 - Score Boards | Creative Signs
 - Monument Sign: Postponed
- New FT Park Supervisors:
 - Rohan Puriri
 - Thomas Soileau
- CH2 | Report on Wednesday, April 9th Meeting:
 - Work Session Lunch with City Council and Trustees | Thursday, April 24th | 12 - 1:30PM
 - Presentation: CHPRSA |Executive Director Report (15-20 Minutes)
 - Water Safety Day | Thursday, May 1st | 5:30 – 7:30PM
 - Monument Rock for Edy Wrights | Golden Hills Park
- Other Business:
 - Ducky Drop | March 29th
 - ULGT | April 3rd
 - CHPRSA | Safety Meeting | April 7th
 - Project Check-in with 110% | April 10th
 - Great Utah Shakeout Earthquake Drill | April 12th
 - Bywater Park | Board Site Visit | April 15th
 - CHAT Awards Night | April 15th
 - CH Easter Egg Hunt | April 19th
 - Foundation | Golf Committee Meeting | April 22nd
 - CH PTOS | Committee Meeting | April 23rd

E. Information and Discussion regarding the TRCC funding Interlocal Agreement with SLCO – Ben Hill

- Mr. Hill presented information regarding TRCC funding Interlocal Agreement with SLCO
- To be brought back in Special Business

F. Information and Discussion regarding the Maintenance Interlocal Agreement with Cottonwood Heights City – Ben Hill

- Mr. Hill presented information regarding the Maintenance Interlocal Agreement with Cottonwood Heights City.
- To be brought back in Special Business

Special Business

A. Consideration and Recommendation to Approve Policy #XII-Employment Classification -Resolution 2025-7

- After review, Ms. Hansen made a motion to Approve Policy #XII – Employment Classification -Resolution 2025-7. Mr. Hopkin seconded the motion. Motion carried unanimously with Mr. Hopkin, Ms. Hansen and Mr. Morzelewski voting “Yes.”

B. Consideration and Recommendation to Approve the Lease Agreement with Zions Bank for Lawnmowers Resolution -2025-8

- After review, Mr. Hopkin made a motion to Approve the Lease Agreement with Zions Bank for Lawnmowers -Resolution-2025-8. Ms. Hansen seconded the motion. Motion carried unanimously with Mr. Hopkin, Ms. Hansen and Mr. Morzelewski voting “Yes.”

C. Consideration and Recommendation to Approve the TRCC Funding for Bywater Park Interlocal Agreement with SLCO - Resolution -2025-9

- After review, Ms. Hansen made a motion to Approve the TRCC Funding for Bywater Park Interlocal Agreement with SLCO - Resolution-2025-9. Mr. Hopkin seconded the motion. Motion carried unanimously with Mr. Hopkin, Ms. Hansen and Mr. Morzelewski voting “Yes.”

D. Consideration and Recommendation to Approve the Maintenance Interlocal Agreement with Cottonwood Heights City - Resolution -2025-10

- After review, Mr. Hopkin made a motion to Approve the Maintenance Interlocal Agreement with Cottonwood Heights City -Resolution-2025-10. Ms. Hansen seconded the motion. Motion carried unanimously with Mr. Hopkin, Ms. Hansen and Mr. Morzelewski voting “Yes.”

Meeting Adjourned at 4:53pm

Next meeting of the Board will be held May 21, 2025 @ 4pm

Cottonwood Heights Parks and Recreation Monthly Consolidated Board Financials

April 2025

Ordinary Income/Expense

Income

	Apr 25	Budget	% of Budget	Jan - Apr 25	YTD Budget	% of Budget	Annual Budget
4000 · MEMBERSHIPS	54,288.06	64,000.00	84.83%	270,633.44	266,000.00	101.74%	790,000.00
4010 · SILVER SNEAKERS	9,904.00	8,250.00	120.05%	38,889.50	33,500.00	116.09%	100,000.00
4100 · ARENA ADMISSIONS	5,387.48	5,000.00	107.75%	62,494.72	57,000.00	109.64%	110,000.00
4120 · LTS GROUP SKATE LESSONS	3,609.00	6,500.00	55.52%	30,325.85	21,000.00	144.41%	55,000.00
4130 · BMS SKATE LESSONS	4,350.00	5,000.00	87.0%	4,350.00	5,000.00	87.0%	5,000.00
4140 · FREESTYLE	9,415.57	10,000.00	94.16%	43,655.64	40,000.00	109.14%	110,000.00
4150 · PRIVATE ARENA RENTAL	16,937.81	15,000.00	112.92%	74,291.52	87,000.00	85.39%	200,000.00
4160 · PRIVATE SKATE LESSONS	1,582.00	1,000.00	158.2%	6,977.00	4,000.00	174.43%	12,000.00
4200 · POOL ADMISSIONS	7,025.66	8,000.00	87.82%	32,823.93	26,000.00	126.25%	320,000.00
4210 · PUBLIC SWIM LESSONS	2,724.00	5,300.00	51.4%	23,576.50	19,400.00	121.53%	99,000.00
4220 · PRIVATE SWIM LESSONS	250.00	450.00	55.56%	1,925.00	1,800.00	106.94%	4,500.00
4230 · AQUACISE	93.00	750.00	12.4%	385.00	1,650.00	23.33%	5,000.00
4240 · SPECIALTY CLASSES	316.16	600.00	52.69%	1,206.16	1,300.00	92.78%	3,500.00
4250 · TEAM DUES	0.00	0.00	0.0%	250.00	125.00	200.0%	500.00
4255 · TEAM UNIFY INCOME	8,475.81	9,600.00	88.29%	69,111.62	64,700.00	106.82%	245,000.00
4260 · TEAM MEET FEES	0.00	1,000.00	0.0%	936.00	2,500.00	37.44%	13,000.00
4275 · INVITATIONAL	2,275.00	0.00	100.0%	3,050.00	0.00	100.0%	32,500.00
4280 · PRE-COMP	1,128.00	3,000.00	37.6%	5,889.00	7,800.00	75.5%	36,000.00
4290 · WATER POLO	0.00	0.00	0.0%	0.00	0.00	0.0%	7,000.00
4300 · TRACK ADMISSIONS	67.14	60.00	111.9%	529.66	360.00	147.13%	1,000.00
4310 · GYM ADMISSIONS	658.38	1,000.00	65.84%	3,597.84	4,300.00	83.67%	11,000.00
4320 · GYM RENTAL	0.00	2,000.00	0.0%	3,337.50	7,350.00	45.41%	20,000.00
4330 · PICKLEBALL	2.50			2.50			
4400 · RB COURT FEES	724.51	1,500.00	48.3%	5,855.96	6,900.00	84.87%	18,000.00
4500 · LOCKERS	915.00	700.00	130.71%	4,380.38	2,500.00	175.22%	7,000.00
4600 · AEROBICS/CYCLE	3,339.00	2,100.00	159.0%	11,133.36	9,300.00	119.71%	27,000.00
4605 · AEROBIC CAMPS	0.00	0.00	0.0%	1,520.50	1,500.00	101.37%	4,000.00
4610 · ROOM RENTAL	-2,956.25	2,400.00	-123.18%	13,499.13	10,400.00	129.8%	29,000.00
4630 · PERSONAL TRAINERS	707.00	300.00	235.67%	2,044.00	1,250.00	163.52%	3,500.00
4640 · WEIGHT ROOM	4,537.38	4,000.00	113.44%	22,576.39	19,250.00	117.28%	45,000.00
4660 · ADVERTISING	0.00	100.00	0.0%	0.00	150.00	0.0%	1,000.00
4700 · NURSERY	485.00	600.00	80.83%	1,940.00	2,300.00	84.35%	7,000.00
4710 · SNACK BAR	0.00	0.00	0.0%	0.00	0.00	0.0%	11,500.00
4720 · VENDING	1,632.11	1,000.00	163.21%	5,167.02	4,000.00	129.18%	15,000.00
4730 · PRO SHOP	157.14	200.00	78.57%	764.58	650.00	117.63%	4,250.00
4735 · POSTAGE/COPIES	2.00	5.00	40.0%	4.69	20.00	23.45%	50.00
4740 · CANYON'S SCHOOL DISTRICT	0.00	0.00	0.0%	0.00	0.00	0.0%	202,323.00

Cottonwood Heights Parks and Recreation Monthly Consolidated Board Financials

April 2025

	Apr 25	Budget	% of Budget	Jan - Apr 25	YTD Budget	% of Budget	Annual Budget
4760 · REBATES	0.00	0.00	0.0%	3,220.10	2,500.00	128.8%	3,500.00
4800 · PAVILION	6,940.00	5,000.00	138.8%	9,027.50	7,450.00	121.17%	22,000.00
4810 · FIELD FEES	0.00	4,500.00	0.0%	130.00	4,500.00	2.89%	40,000.00
4820 · TENNIS	17,010.00	8,000.00	212.63%	18,010.00	8,150.00	220.98%	21,000.00
4821 · PICKLEBALL TOURNAMENT ENTRY	0.00	0.00	0.0%	0.00	0.00	0.0%	6,250.00
4823 · OUTDOOR COURT RESERVATIONS	905.00	750.00	120.67%	2,638.00	3,000.00	87.93%	7,500.00
4830 · ADMIN FEES	0.00	0.00	0.0%	0.00	0.00	0.0%	2,500.00
4910 · FOUNDATION / DONATIONS	129.00			879.00			
4916 · 5-K RACE INCOME	0.00	0.00	0.0%	26.00	0.00	100.0%	60,000.00
4918 · COTTONWOOD HEIGHTS CITY HOSTI	0.00	0.00	0.0%	0.00	0.00	0.0%	10,000.00
4920 · PROPERTY TAX REVENUE	26,170.61	15,000.00	174.47%	96,498.00	72,300.00	133.47%	2,920,000.00
4921 · FEE IN LIEU, ETC.	9,285.91	16,000.00	58.04%	49,774.64	59,350.00	83.87%	180,000.00
4930 · INTEREST INCOME	5,178.01	1,500.00	345.2%	27,894.12	6,500.00	429.14%	15,000.00
4960 · GAIN (LOSS) ON SALE OF EQUIP	0.00			300.00			
4965 · CWH CITY MNTNC CONTRACT	19,215.71	19,216.00	100.0%	76,862.84	76,864.00	100.0%	230,589.00
4972 · KIDS SPORTS CAMP INCOME	59,867.00	48,000.00	124.72%	59,967.00	48,000.00	124.93%	58,000.00
4973 · FLAG FOOTBALL INCOME	-12.50	0.00	100.0%	21,808.50	23,000.00	94.82%	43,500.00
4974 · JR. JAZZ	0.00	0.00	0.0%	0.00	0.00	0.0%	39,500.00
4975 · CWH YOUTH SOCCER	0.00	0.00	0.0%	53,100.50	40,000.00	132.75%	80,000.00
5810 · INTEREST INCOME BOND	2,523.48			9,202.44			
Total Income	285,244.68	277,381.00	102.84%	1,176,463.03	1,060,619.00	110.92%	6,293,962.00
Gross Profit	285,244.68	277,381.00	102.84%	1,176,463.03	1,060,619.00	110.92%	6,293,962.00
Expense							
5000 · ADMIN/BENEFITED EMPLOYEES	43,013.59	42,704.00	100.73%	171,159.96	170,348.00	100.48%	559,814.00
5001 · ADMIN FICA,WC,S,V	3,344.60	4,911.00	68.1%	13,477.70	19,590.00	68.8%	64,379.00
5010 · WAGES/MANAGER ON DUTY	4,872.76	4,850.00	100.47%	20,322.69	19,650.00	103.42%	65,000.00
5020 · WAGES/NURSERY	2,138.38	2,850.00	75.03%	7,732.81	10,650.00	72.61%	36,050.00
5040 · WAGES/CSR	15,868.85	15,500.00	102.38%	62,927.52	63,600.00	98.94%	205,600.00
5041 · ADMIN WAGES/FICA,WRKCOMP	1,819.74	2,868.00	63.45%	7,276.82	10,885.00	66.85%	35,265.00
5100 · SALARIES/AQUATICS	18,930.60	19,237.00	98.41%	76,032.28	76,648.00	99.2%	249,520.00
5101 · AQUATICS, SALARY,FICA,WRKCOMP	1,527.58	2,215.00	68.97%	6,230.57	8,817.00	70.67%	28,695.00
5110 · WAGES/SWIM INSTRUCTORS	2,372.95	3,500.00	67.8%	11,792.99	13,500.00	87.36%	66,226.00
5120 · WAGES/SPECIALTY CLASSES	36.30	600.00	6.05%	81.68	1,100.00	7.43%	4,100.00
5130 · WAGES/LIFEGUARDS	22,909.02	17,116.00	133.85%	92,321.84	72,464.00	127.4%	420,000.00
5140 · WAGES/AQUACISE INSTRUCTORS	1,692.00	2,300.00	73.57%	6,402.00	8,100.00	79.04%	27,000.00
5141 · WAGES/AQUATICS/FICA,WRKCOMP	2,317.93	2,704.00	85.72%	9,293.05	10,484.00	88.64%	59,492.00
5160 · WAGES/SWIM TEAM	2,244.63	6,000.00	37.41%	9,781.63	18,000.00	54.34%	58,000.00
5161 · SWIM TEAM WAGES/FICA,WRKCOMP	237.84	690.00	34.47%	899.17	2,071.00	43.42%	6,670.00

Cottonwood Heights Parks and Recreation Monthly Consolidated Board Financials

April 2025

	Apr 25	Budget	% of Budget	Jan - Apr 25	YTD Budget	% of Budget	Annual Budget
5200 · SALARIES/PROGRAMS	13,816.87	13,885.00	99.51%	55,207.25	55,498.00	99.48%	183,440.00
5201 · SALARIES/PROGRAMS,FICA,WC,S,V	1,106.87	1,597.00	69.31%	4,524.51	6,382.00	70.9%	21,096.00
5210 · WAGES/AEROBICS	8,991.13	7,600.00	118.3%	34,155.49	30,400.00	112.35%	99,500.00
5240 · WAGES/SKATE GUARDS	6,684.72	5,250.00	127.33%	30,335.05	27,750.00	109.32%	77,500.00
5250 · WAGES/LTS INSTRUCTORS	3,036.87	3,200.00	94.9%	10,368.97	11,600.00	89.39%	35,000.00
5260 · WAGES/SUPER SPORT	218.11	0.00	100.0%	244.24	0.00	100.0%	31,000.00
5264 · WAGES/YOUTH SOCCER	654.66	1,250.00	52.37%	654.66	1,250.00	52.37%	7,500.00
5266 · WAGES/FLAG FOOTBALL	730.48	1,150.00	63.52%	1,032.70	1,150.00	89.8%	7,000.00
5268 · WAGES/JUNIOR JAZZ	103.84	0.00	100.0%	4,896.79	6,000.00	81.61%	8,000.00
5270 · WAGES/TENNIS INSTRUCTORS	186.83	100.00	186.83%	492.82	400.00	123.21%	8,500.00
5271 · WAGES/ARENA,FICA,WC,S,V	1,544.00	2,133.00	72.39%	5,860.97	9,033.00	64.88%	31,510.00
5300 · SALARIES/OPERATIONS	20,006.98	20,366.00	98.24%	80,305.73	81,464.00	98.58%	270,139.00
5301 · SALARIES/OPER,FICA,WC,S,V	1,700.58	2,342.00	72.61%	6,948.93	9,368.00	74.18%	31,066.00
5310 · WAGES/OPERATIONS	3,058.05	3,797.00	80.54%	11,467.18	15,179.00	75.55%	49,327.00
5311 · WAGES/OPER,FICA,WC,S,V	264.11	436.00	60.58%	1,035.22	1,747.00	59.26%	5,673.00
5400 · SALARIES/GROUNDS	17,440.87	25,674.00	67.93%	92,089.23	102,340.00	89.98%	337,281.00
5401 · SALARY/GOUNDS,FICA,WC,S,V	1,681.02	2,935.00	57.28%	8,026.14	11,717.00	68.5%	38,554.00
5410 · WAGES/GROUNDS	1,151.08	3,000.00	38.37%	4,148.03	9,000.00	46.09%	58,750.00
5411 · WAGES/GROUNDS,FICA,WC,S,V	160.95	345.00	46.65%	604.91	1,035.00	58.45%	6,756.00
5500 · SALARIES/VISUAL MAINTENANCE	10,412.31	10,553.00	98.67%	38,613.01	40,181.00	96.1%	136,215.00
5501 · SALARIES/VM,FICA,WC,S,V	850.32	1,214.00	70.04%	3,261.62	4,855.00	67.18%	15,898.00
5510 · WAGES,VISUAL MNTNC	3,332.83	3,462.00	96.27%	15,016.66	14,348.00	104.66%	45,000.00
5511 · WAGES,VISUAL MNTNC,FICA,WC,S,V	335.15	398.00	84.21%	1,399.20	1,592.00	87.89%	5,175.00
6000 · UT STATE RETIREMENT	31,388.32	20,000.00	156.94%	96,757.07	80,000.00	120.95%	273,000.00
6010 · HEALTH INS,DISABILITY	26,805.21	28,900.00	92.75%	109,089.80	117,400.00	92.92%	347,000.00
6011 · HEALTH INS-SEC 125 PR DEDUCT	537.02			2,151.22			
6030 · BOARD FEES	1,249.98	3,000.00	41.67%	11,015.68	13,750.00	80.11%	35,000.00
6040 · TRAVEL	-16.00	3,000.00	-0.53%	5,489.68	10,700.00	51.31%	18,000.00
6050 · TRAINING/WORKSHOPS	240.00	600.00	40.0%	5,151.72	9,550.00	53.95%	17,250.00
6560 · PAYROLL EXPENSES	-45.00			-240.00			
66900 · Reconciliation Discrepancies	0.00			-0.06			
7001 · MARKETING	253.16	2,200.00	11.51%	1,243.37	4,700.00	26.46%	12,500.00
7010 · AUDITING	0.00	500.00	0.0%	0.00	1,250.00	0.0%	20,500.00
7020 · CONSULTING	5,000.00	3,000.00	166.67%	7,363.75	16,000.00	46.02%	50,000.00
7040 · DUES & SUBSCRIPTIONS	5,146.73	5,284.00	97.4%	34,342.47	32,691.00	105.05%	103,574.00
7050 · PROPERTY INSURANCE	0.00	0.00	0.0%	0.00	860.00	0.0%	120,360.00
7060 · LEGAL/CONSULTING,ADVERTISING	205.00	500.00	41.0%	2,515.00	2,750.00	91.46%	8,500.00
7065 · CWH CITY CONTRACT EXP	6,248.16	7,000.00	89.26%	11,461.66	14,500.00	79.05%	57,047.00
7130 · BANK/CREDIT CARD SRVC CHARGES	27,573.08	9,000.00	306.37%	89,823.21	43,500.00	206.49%	115,000.00

Cottonwood Heights Parks and Recreation Monthly Consolidated Board Financials

April 2025

	Apr 25	Budget	% of Budget	Jan - Apr 25	YTD Budget	% of Budget	Annual Budget
7140 · OVER/SHORT	0.10			-151.57			
7141 · UNCLEARED BANK TRANSACTIONS	0.00			-10.00			
7200 · SWIM TEAM REIMBURSABLES	8,674.47	4,000.00	216.86%	23,307.83	15,500.00	150.37%	56,000.00
7215 · INVITATIONAL EXP	8,272.94	1,000.00	827.29%	8,272.94	1,000.00	827.29%	15,000.00
7220 · SWIM TEAM EXPENSE	1,152.79	6,000.00	19.21%	5,221.56	10,000.00	52.22%	25,700.00
7221 · TEAM UNIFY EXPENSES	0.00	0.00	0.0%	0.00	1,500.00	0.0%	3,000.00
7230 · WATER POLO EXP	0.00	0.00	0.0%	0.00	0.00	0.0%	5,000.00
7540 · TELEPHONE EXP	2,173.15	2,000.00	108.66%	8,317.80	12,000.00	69.32%	28,000.00
7550 · UTILITIES/GAS	16,538.92	27,000.00	61.26%	71,612.60	102,000.00	70.21%	265,000.00
7551 · UTILITIES/ELECTRICITY	22,913.04	16,000.00	143.21%	87,339.99	68,000.00	128.44%	241,000.00
7552 · UTILITIES/SEWER	0.00	200.00	0.0%	4,896.00	4,825.00	101.47%	18,000.00
7553 · UTILITIES/WATER	0.00	100.00	0.0%	15,732.30	9,400.00	167.37%	50,000.00
7561 · UTILITIES/GROUNDS/ELECT	44.36	650.00	6.83%	2,988.74	2,450.00	121.99%	7,700.00
7562 · UTILITIES/GROUNDS, WATER	821.94	1,000.00	82.19%	12,274.03	4,000.00	306.85%	75,000.00
7563 · UTILITIES/GROUNDS, SEWER-GARBA	1,724.05	2,500.00	68.96%	7,890.05	7,000.00	112.72%	32,000.00
7700 · AUTO EXP	1,004.79	1,520.00	66.11%	5,649.24	10,490.00	53.85%	22,000.00
8000 · REP & MNTNC ADMIN	165.60	1,500.00	11.04%	3,292.89	5,000.00	65.86%	15,000.00
8010 · REP & MNTNC/POOLS	12,167.90	3,000.00	405.6%	25,466.45	18,500.00	137.66%	45,000.00
8020 · REP & MNTNC/ARENA	1,558.70	2,500.00	62.35%	6,181.62	13,000.00	47.55%	40,000.00
8030 · REP & MNTNC/GYM, WT RMS	3,263.62	1,000.00	326.36%	11,632.17	5,000.00	232.64%	12,000.00
8036 · REP & MNTNC/TENNIS	0.00	0.00	0.0%	0.00	250.00	0.0%	1,000.00
8040 · REP & MNTNC/SNACK BAR	98.00	0.00	100.0%	730.28	1,660.00	43.99%	2,500.00
8050 · REP & MNTC OP, PARKS, VM	34,052.66	12,500.00	272.42%	65,672.46	58,500.00	112.26%	155,000.00
8100 · PRO SHOP/COST OF GOODS	126.48	1,700.00	7.44%	1,034.88	2,800.00	36.96%	4,500.00
8130 · UNIFORMS EXPENSE	0.00	3,000.00	0.0%	1,803.00	6,750.00	26.71%	17,000.00
8140 · UNIFORMS AQUATICS	-9.00	700.00	-1.29%	6,989.99	9,200.00	75.98%	10,000.00
8500 · SUNDRIES	1,197.88	1,100.00	108.9%	3,839.92	4,850.00	79.17%	17,200.00
9000 · SUPPLIES/ADMIN	4,873.15	3,500.00	139.23%	10,077.12	12,000.00	83.98%	40,000.00
9010 · SUPPLIES/OFFICE POSTAGE	273.87	750.00	36.52%	1,489.13	1,900.00	78.38%	4,500.00
9020 · SUPPLIES/COMPUTER	1,237.50	4,000.00	30.94%	6,543.65	13,000.00	50.34%	38,000.00
9040 · SUPPLIES/NURSERY	195.00	100.00	195.0%	361.57	400.00	90.39%	1,250.00
9050 · SUPPLIES/POOL	1,116.56	3,000.00	37.22%	3,166.07	6,500.00	48.71%	15,000.00
9055 · SUPPLIES/POOL(OPERATING)	5,606.95	13,000.00	43.13%	26,412.84	43,000.00	61.43%	138,000.00
9060 · SUPPLIES/AQUACISE	63.16	500.00	12.63%	192.38	750.00	25.65%	1,500.00
9070 · SUPPLIES/SPECIALTY CLASSES	1,592.00	2,000.00	79.6%	4,933.46	7,000.00	70.48%	9,500.00
9080 · SUPPLIES/PROGRAMS	137.11	275.00	49.86%	435.65	1,225.00	35.56%	3,250.00
9081 · SUPPLIES/LTS	0.00	100.00	0.0%	7.99	300.00	2.66%	1,000.00
9085 · SUPPLIES/ARENA	0.00	100.00	0.0%	958.70	400.00	239.68%	7,000.00
9090 · SUPPLIES/AEROBICS	164.38	300.00	54.79%	2,920.72	3,250.00	89.87%	5,500.00

Cottonwood Heights Parks and Recreation Monthly Consolidated Board Financials

April 2025

	Apr 25	Budget	% of Budget	Jan - Apr 25	YTD Budget	% of Budget	Annual Budget
9091 · SUPPLIES/SILVER SNEAKERS	0.00	35.00	0.0%	0.00	105.00	0.0%	500.00
9092 · Supplies Aerobic Camp	61.02	0.00	100.0%	554.78	500.00	110.96%	1,000.00
9110 · SUPPLIES/WEIGHT ROOM	549.90	450.00	122.2%	952.66	1,600.00	59.54%	5,250.00
9115 · SUPPLIES/GYM	7.00	100.00	7.0%	366.97	500.00	73.39%	1,500.00
9116 · SUPPLIES/TENNIS	250.00	300.00	83.33%	250.00	600.00	41.67%	1,800.00
9120 · SUPPLIES/OPERATIONS	0.00	300.00	0.0%	0.00	1,400.00	0.0%	4,500.00
9130 · SUPPLIES/GROUNDS	852.90	1,250.00	68.23%	6,737.85	6,500.00	103.66%	13,500.00
9131 · FIELD COSTS	2,449.35	1,500.00	163.29%	4,171.70	5,500.00	75.85%	12,500.00
9140 · SUPPLIES/VM,CLEANING	2,994.34	2,625.00	114.07%	10,102.49	9,469.00	106.69%	27,844.00
9150 · SUPPLIES/VM PAPER	1,900.00	1,575.00	120.64%	2,548.13	6,300.00	40.45%	20,373.00
9200 · SMALL EQUIP	0.00	0.00	0.0%	0.00	2,500.00	0.0%	25,000.00
9210 · THANKSGIVING 5K RACE EXPENSE	0.00	0.00	0.0%	0.00	0.00	0.0%	37,000.00
9212 · BUTLERVILLE DAYS 5K EXPENSE	0.00	0.00	0.0%	0.00	0.00	0.0%	3,800.00
9222 · KIDS SPORTS CAMP EXPENSE	194.85	1,500.00	12.99%	194.85	1,500.00	12.99%	2,500.00
9224 · FLAG FOOTBALL EXPENSE	337.70	12,000.00	2.81%	11,240.64	12,500.00	89.93%	26,000.00
9225 · JR. JAZZ EXPENSE	0.00	14,500.00	0.0%	10,975.83	24,750.00	44.35%	26,000.00
9226 · CWH Youth Soccer expense	25,087.24	500.00	5,017.45%	25,692.82	1,000.00	2,569.28%	30,000.00
Total Expense	491,267.43	474,946.00	103.44%	1,793,859.76	1,833,971.00	97.81%	6,239,589.00
Net Ordinary Income	-206,022.75	-197,565.00	104.28%	-617,396.73	-773,352.00	79.83%	54,373.00
Other Income/Expense							
Other Income							
5760 · TRCC/ Grants / Spec Proj Income	0.00			60,000.00			
Total Other Income	0.00			60,000.00			
Other Expense							
9300 · CAPITAL EQUIPMENT/IMPROVEMENTS	143,455.50	61,832.00	232.01%	383,169.11	151,832.00	252.36%	311,832.00
9301 · CAPITAL & OPERATING LEASES	14,800.99	14,806.00	99.97%	45,014.42	45,024.00	99.98%	168,091.00
Total Other Expense	158,256.49	76,638.00	206.5%	428,183.53	196,856.00	217.51%	479,923.00
Net Other Income	-158,256.49	-76,638.00	206.5%	-368,183.53	-196,856.00	187.03%	-479,923.00
Net Income	-364,279.24	-274,203.00	132.85%	-985,580.26	-970,208.00	101.58%	-425,550.00

Cottonwood Heights Parks and Recreation Bill Payment Register

As of April 30, 2025

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	04/03/2025	65723	110%	Financial Analysis	-2,450.00
Bill Pmt -Check	04/03/2025	65725	AMERICAN FAMILY LIFE ASSUR.		-49.12
Bill Pmt -Check	04/03/2025	65726	BLOMQUIST HALE CONSULTING, INC.		-385.00
Bill Pmt -Check	04/03/2025	65727	BUILDING CONTROLS & SOLUTIONS	OPS	-168.66
Bill Pmt -Check	04/03/2025	65728	CANYONS SCHOOL DISTRICT	GYM RENTAL	-9,021.83
Bill Pmt -Check	04/03/2025	65729	JENSON REFRIGERATION INC.	OPS	-3,855.72
Bill Pmt -Check	04/03/2025	65730	JIN, XIANG	REFUND SWIM LESSONS	-51.00
Bill Pmt -Check	04/03/2025	65731	KUMAR, KRANTHI	REFUND SKATE LESSONS	-70.00
Bill Pmt -Check	04/03/2025	65732	LIMBLE SOLUTIONS	SUBSCRIPTION	-4,140.00
Bill Pmt -Check	04/03/2025	65733	ORIGINAL WATERMEN, INC.	LIFEGUARD UNIFORMS	-6,193.84
Bill Pmt -Check	04/03/2025	65734	PERRIE, JESS	REFUND SWIM LESSONS	-45.00
Bill Pmt -Check	04/03/2025	65735	RENNER SPORTS SURFACES	BYWATER PARK TENNIS COURTS	-144,371.00
Bill Pmt -Check	04/03/2025	65736	RICHARDS LABORATORIES OF UTAH		-150.00
Bill Pmt -Check	04/03/2025	65737	ROCKY MOUNTAIN POWER		-22,114.54
Bill Pmt -Check	04/03/2025	65738	SOUTHERN UTAH SWIMMING ASSOCIATION MEET FEES		-900.00
Bill Pmt -Check	04/03/2025	65739	WASTE MANAGEMENT		-1,609.30
Bill Pmt -Check	04/03/2025	65740	JOHNSON CONTROLS	POOL PAK	-1,145.00
Bill Pmt -Check	04/10/2025	65741	AMERIGAS SALT LAKE CITY		-942.20
Bill Pmt -Check	04/10/2025	65742	BREWER, JILL	REFUND FLAG FOOTBALL	-37.50
Bill Pmt -Check	04/10/2025	65743	CEM AQUATICS		-3,833.86
Bill Pmt -Check	04/10/2025	65744	DURRANT, MADIE	MILEAGE REIMBURSEMENT	-70.00
Bill Pmt -Check	04/10/2025	65745	ECONO.PEST		-98.00
Bill Pmt -Check	04/10/2025	65746	FABIAN VANCOTT		-205.00
Bill Pmt -Check	04/10/2025	65747	GRAINGER	OPS	-155.18
Bill Pmt -Check	04/10/2025	65748	McCUISTION, AUBRIE.	PARTIAL REFUND CPR/FIRST AID	-40.00
Bill Pmt -Check	04/10/2025	65749	PAPILLON, CHANTAL .	REFUND PICKLEBALL	-30.00
Bill Pmt -Check	04/10/2025	65750	PUBLIC EMPLOY DISABILITY		-618.12
Bill Pmt -Check	04/10/2025	65751	STEVE REGAN CO.	PARKS	-61.64
Bill Pmt -Check	04/10/2025	65752	SUMMIT ENERGY		-13,149.99
Bill Pmt -Check	04/10/2025	65753	SUPERIOR LOCKSMITH	RE-PROGRAM	-355.60
Bill Pmt -Check	04/10/2025	65754	TRUGREEN-CHEMLAWN		-258.75
Bill Pmt -Check	04/10/2025	65756	UTAH SWIMMING	MEET FEES	-100.00
Bill Pmt -Check	04/10/2025	65757	VENN COLLABORATIVE	TRCC BYWATER PARK RENOVATION PLAN:	-27,930.00
Bill Pmt -Check	04/10/2025	65758	ZION ENGINEERING	OPS	-3,849.49
Bill Pmt -Check	04/10/2025	ACH	UTAH STATE RETIREMENT OFFICE	RETIREMENT CORRECTION (STATHAM)	-604.12
Bill Pmt -Check	04/10/2025	ACH	UTAH STATE RETIREMENT OFFICE		-13,789.55
Bill Pmt -Check	04/17/2025	65759	AMERICAN RED CROSS	Lifeguard training	-517.00
Bill Pmt -Check	04/17/2025	65760	ATKINSON FITNESS SERVICE, LLC	Bike repair	-607.50
Bill Pmt -Check	04/17/2025	65761	CEM AQUATICS		-681.16
Bill Pmt -Check	04/17/2025	65762	COMCAST		-630.62
Bill Pmt -Check	04/17/2025	65763	COTTONWOOD IMPROVEMENT DIST		-72.00
Bill Pmt -Check	04/17/2025	65764	CREATIVE SIGNS	50% DOWN (TRCC)	-11,391.50

Cottonwood Heights Parks and Recreation Bill Payment Register

As of April 30, 2025

Bill Pmt -Check	04/17/2025	65766	DAHLKAMP, PAMELA	REFUND AQUACISE	-13.00
Bill Pmt -Check	04/17/2025	65767	ENBRIDGE		-3,388.93
Bill Pmt -Check	04/17/2025	65768	GRANGER, AYL	REFUND KIDS CAMP	-190.00
Bill Pmt -Check	04/17/2025	65769	HEADLONG. CARLA	REFUND SPRING FLING	-16.00
Bill Pmt -Check	04/17/2025	65770	IFA	FIELD PAINT	-1,722.35
Bill Pmt -Check	04/17/2025	65771	INTERMOUNTAIN SOFT WATER		-55.00
Bill Pmt -Check	04/17/2025	65772	KUMAR, KRANTHI	REFUND SKATE LESSON	-70.00
Bill Pmt -Check	04/17/2025	65773	MALAGON, JORGE	REFUND SOCCER	-95.00
Bill Pmt -Check	04/17/2025	65774	MIRACLE METHOD	OUTDOOR SLIDES	-6,960.00
Bill Pmt -Check	04/17/2025	65775	MOTTS LANDSCAPING	SOD FOR BUTLERVILLE DAYS	-2,750.00
Bill Pmt -Check	04/17/2025	65776	PALMER, GHAZAL	REFUND KIDS CAMP	-95.00
Bill Pmt -Check	04/17/2025	65777	RADIATE VOLLEYBALL		-7,593.75
Bill Pmt -Check	04/17/2025	65778	SALT LAKE CITY CORPORATION		-768.91
Bill Pmt -Check	04/17/2025	65779	SIMPLIVERIFIED		-1,771.00
Bill Pmt -Check	04/17/2025	65780	SUCHEY, KEVIN	REIMBURSEMENT HOME DEPOT	-53.22
Bill Pmt -Check	04/17/2025	65781	SUMMIT FIRE & SECURITY	528418	-693.00
Bill Pmt -Check	04/17/2025	65782	UNIVERSAL GRINDING CO. INC.		-96.00
Bill Pmt -Check	04/17/2025	65783	UTAH VALLEY AQUATICS	MEET FEES	-1,305.00
Bill Pmt -Check	04/17/2025	65784	WATER STAR USA	100-8481511-001	-108.20
Bill Pmt -Check	04/17/2025	65785	WAXIE SANITARY SUPPLY		-1,538.09
Bill Pmt -Check	04/17/2025	65787	CMT TECHNICAL SERVICES	CONCRETE TESTING	-795.00
Bill Pmt -Check	04/17/2025	ACH	PUBLIC EMPLOYEES HEALTH FLEX	FLEX REIMBURSEMENTS	-769.22
Bill Pmt -Check	04/17/2025	65788	ANALICA CONCRETE	COPING STONES	-2,450.00
Bill Pmt -Check	04/17/2025	65789	ZIONS BANK		-7,094.77
Bill Pmt -Check	04/17/2025	65790	ZIONS BANK		-6,525.00
Bill Pmt -Check	04/24/2025	ACH	Utah State Tax Commission-SIs Tax		-8,165.49
Bill Pmt -Check	04/24/2025		UTAH STATE RETIREMENT OFFICE		-13,558.10
Bill Pmt -Check	04/24/2025	ACH	UTAH STATE RETIREMENT OFFICE	ADJUSTMENT FOR UNDER REPORTED FUNI	-208.92
Bill Pmt -Check	04/24/2025	65791	CEM AQUATICS		-153.21
Bill Pmt -Check	04/24/2025	65792	CLUFF, ROBERT	PICKLEBALL COACHING	-250.00
Bill Pmt -Check	04/24/2025	65794	COUVREUR, MORGAN	REFUND KEDS CAMP	-190.00
Bill Pmt -Check	04/24/2025	65795	FUEL NETWORK		-937.54
Bill Pmt -Check	04/24/2025	65796	GRAINGER	OPS	-345.12
Bill Pmt -Check	04/24/2025	65797	HUNTINGTON NATIONAL BANK		-1,181.22
Bill Pmt -Check	04/24/2025	65798	JENSON REFRIGERATION INC.	OPS	-1,388.24
Bill Pmt -Check	04/24/2025	65799	KENNEDY, JULIE	REIMBURSEMENT FOR HOSPITALITY	-462.52
Bill Pmt -Check	04/24/2025	65800	LUTRINGER, MIKE	REUND KIDS CAMP	-255.00
Bill Pmt -Check	04/24/2025	65801	MOUNTAINLAND SUPPLY	OPS	-472.20
Bill Pmt -Check	04/24/2025	65802	PITNEY BOWES	POSTAGE INK	-273.87
Bill Pmt -Check	04/24/2025	65803	PUBLIC EMPLOY DISABILITY		-736.05
Bill Pmt -Check	04/24/2025	65804	PUBLIC EMPLOYEE HEALTH PROGRAM-LIFE		-537.02
Bill Pmt -Check	04/24/2025	65805	PUBLIC EMPLOYEES HEALTH PRO PU00		-30,280.50
Bill Pmt -Check	04/24/2025	65806	SALT LAKE CITY CORPORATION		-53.03
Bill Pmt -Check	04/24/2025	65807	STALLINGS CONSTRUCTION	TRCC BYWATER BASEBALL FENCING	-97,579.00

3:25 PM
05/14/25
Accrual Basis

Cottonwood Heights Parks and Recreation Bill Payment Register

As of April 30, 2025

Bill Pmt -Check	04/24/2025	65808	STRUCTURE COMPUTER CONSULTING		-1,237.50
Bill Pmt -Check	04/24/2025	65809	SUMMIT FIRE & SECURITY	528418	-1,648.60
Bill Pmt -Check	04/24/2025	65810	TRUGREEN-CHEMLAWN	PARKS	-2,139.73
Bill Pmt -Check	04/24/2025	65812	WAXIE SANITARY SUPPLY		-623.39
Bill Pmt -Check	04/24/2025	ACH	UTAH LOCAL GOVERNMENTS TRUS		-1,435.03
					<hr/>
					-487,776.51
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					-487,776.51

EXECUTIVE DIRECTOR'S REPORT

May 2025

INFORMATION & UPDATES:

- 2025 CHRC Master Plan | VCBO | McKinstry
 - Regular Meeting Update | Tuesday, May 20th
 - Stakeholder Workshops | TBA
- 2025 TRCC Project | Bywater Park Improvements
 - SLCO Contract has been fully executed, and reimbursement can now be submitted
 - Playground Area Improvements | Completed
 - Tennis Courts | Completed by the End of the Month
 - Tennis Lighting Retrofitting | Completed
 - Ballfield Fencing | Completed
 - Score Boards (2) | Shipped, with an expected, mid-June arrival and installation
- New FT Custodian
 - Rachel Hailstone
- Certified Park & Recreation Professional | NRPA
 - Bonnie Lee | Recreation & Fitness Manager
- CH2 | Report on Wednesday, May 14th Meeting:
 - Outdoor Pool will open to the public on Saturday, May 24th
 - Splash Pad at Mountview Park will open on Saturday, May 24th
 - Monument Rock for Edy Wrights | Golden Hills Park
 - Dover Hill's Park will open mid to late Summer
 - CHAT Invitational is Wednesday, June 18th – Saturday, June 21st
 - The Ice Arena will be closed, for Maintenance on Sunday, June 22nd – Monday, July 21st
- Other Business:
 - CH PTOS | Committee Meeting | April 23rd
 - Work Session Lunch | City Council and Trustees | April 24th
 - Health in the Heights | Key Leader Orientation | April 30th
 - Annual Antczak Park Clean-up | April 30th
 - Water Safety Day | May 1st
 - CHPRSA | Safety Meeting | May 5th
 - Logo Check-in with Davis Design | May 6th
 - UASD Board Meeting | May 8th
 - Butlerville Days Committee Meeting | May 13th
 - Canyon View Elementary Wellness Fair | May 16th
 - CHPRSA's Summer Kick Off Event | May 17th

INVESTMENT GRADE AUDIT AGREEMENT

THIS INVESTMENT GRADE AUDIT AGREEMENT (“**Contract**”) is made and entered into effective as of _____ by and between McKinstry Essention, LLC, a Washington limited liability company (“**McKinstry**”), and Cottonwood Heights Parks and Recreation Service Area, a political subdivision of the State of Utah (“**Customer**”).

RECITALS

McKinstry is a full-service design, build, operate, and maintain firm that provides Customers with consulting, design, construction, energy, and facilities services to help them realize operational excellence and energy efficiency in the built environment; and

Customer desires to receive professional services that specifically relate to investment grade audit services to determine the feasibility of, among other things, entering into an energy performance contract as enabled by State of Utah cooperative contract MA4256; and

If such measures are determined to be feasible, Customer and McKinstry may negotiate an energy performance contract under which McKinstry will design, procure, install, implement, maintain and/or monitor such measures; and

Customer desires to engage McKinstry to provide such professional services in accordance with the terms and conditions set forth in this Contract.

AGREEMENT

In consideration of the mutual agreements, covenants, and conditions herein contained, Customer and McKinstry agree as follows:

1. Performance of Work

McKinstry shall perform the scope of work (“**Work**”) described in Exhibit A. McKinstry shall furnish all services necessary to perform the Work and perform the Work to completion diligently, expeditiously and with adequate forces. Customer shall use its best efforts to provide all information, materials, documents, and assistance that is reasonably required for McKinstry to perform any and all aspects of the Work.

2. Compensation

For performance of the Work, and subject to the provisions of this Contract, Customer shall pay McKinstry the contract cost including its respective components (“**Cost**”) described in Exhibit B.

3. Compliance with Law

Customer and McKinstry shall comply with all statutory and regulatory requirements applicable to the Work. McKinstry shall obtain and maintain all licenses and permits pertaining to activities engaged in by McKinstry, including without limitation licenses and permits required to perform the Work except to the extent actually obtained and maintained by Customer.

4. Independent Contractor

McKinstry is an independent contractor and is not an agent of Customer. Customer shall in no way be liable as an employer to or on account of any of the employees of McKinstry.

5. McKinstry's Employees

McKinstry shall comply with all statutory and regulatory requirements related to McKinstry’s employees, including but not limited to wage rates, hours of labor, and employee labor protections.

6. Insurance

McKinstry shall maintain insurance coverage in the following minimum amounts:

Type of Insurance	Coverage
General Liability	\$4,000,000 General Aggregate / \$2,000,000 Each Occurrence
Professional Liability	\$5,000,000 Policy Aggregate / \$5,000,000 Each Claim
Automobile Liability	\$1,000,000 Combined Single Limit
Workers Compensation	Statutory

7. Bonds

McKinstry shall, at Customer's expense, obtain and maintain performance and/or payment bonds, or other bonds, if directed by Customer.

8. Safety

McKinstry shall ensure the safety of people and property by employing a standard of care that is at least equivalent to the standard of care ordinarily used by members of the trade or profession under similar conditions in the same locality as the Project, or as required under this Contract, or as required by law, whichever standard of care is greater.

9. Subcontractors

McKinstry may hire subcontractors to perform any portion of the Work under this Contract. McKinstry is entirely and ultimately responsible for compliance with the provisions of this Contract and for any part of Work that is performed by a subcontractor.

10. Borrowed Equipment

If requested by McKinstry and if permitted by Customer's representative, McKinstry may use Customer's equipment in performing the Work. McKinstry, assumes full and complete responsibility for the use of the equipment, will ensure that only a competent operator will be permitted to use the equipment and only after fully inspecting the equipment, shall not modify the equipment, shall be solely responsible for all claims, demands, lawsuits, losses, expenses and/or liabilities that arise from its use of the equipment to the extent of McKinstry's negligence, and agrees that Customer makes no representation or warranty regarding the condition or suitability of equipment for any intended use.

11. Payments

Unless different payment terms are specified in this Contract, Customer shall pay McKinstry for the value of Work that McKinstry has completed, as the Work is completed. Customer shall pay McKinstry within fifteen (15) days of receiving an invoice. McKinstry will be entitled to interest at the rate allowed by law on all sums overdue and unpaid from the date due.

12. Warranties

McKinstry warrants that it shall perform its services consistent with the professional skill and care ordinarily provided by other professionals practicing in the same or similar locality under the same or similar circumstances. The foregoing warranty is exclusive and in lieu of all other warranties, whether express, implied, or statutory.

13. Intellectual Property

Plans, designs, specifications, drawings, materials, exhibits, reports, memoranda, studies, software code, electronic data, and other intellectual information and materials provided by McKinstry to Customer (collectively the "Intellectual Property") as part of the Work are instruments of service owned by McKinstry and are not "work made for hire" as such term is defined under U.S. copyright law. If this Contract is performed to completion, then McKinstry grants to Customer a limited license to use the Intellectual Property to operate, maintain, renovate, and manage the subject matter of this Contract. The Intellectual Property shall not be used on other projects or for completion of the Work by others, unless the McKinstry is adjudged to be in material breach of this Contract, in which case Customer shall hold McKinstry harmless from any and all errors or omissions in the Work.

14. Limitation of Liability

Neither party shall be liable to the other party for any consequential, indirect, special, incidental, exemplary, or similar, damages or losses, including loss of profits, arising out of or relating to this contract, whether based in contract or tort or any other theory, even if a party has been advised of the possibility of such damages.

Notwithstanding the foregoing, this limitation shall not apply to damages arising from a party's gross negligence, willful misconduct, breach of confidentiality obligations, or infringement of intellectual property rights. Furthermore, the total aggregate liability of either party, under any theory, is limited to the contract price. Nothing in this section shall be construed as a waiver of any rights, immunities, or limitations of liability available to the Customer under the Utah Governmental Immunity Act or other applicable law.

15. Indemnification

- 16.** To the fullest extent permitted by law, McKinstry shall indemnify and hold harmless Customer, Customer's consultants, and agents and employees of any of them from and against third party claims, damages, losses and expenses, including but not limited to attorneys' fees, directly related to McKinstry's performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property other than the Work itself, but only to the extent caused by the negligent acts, errors, omissions, or willful misconduct of McKinstry or anyone directly or indirectly employed by McKinstry or anyone for whose acts McKinstry may be liable. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this section. This indemnification obligation shall survive the expiration or termination of this Agreement. **Claims**

McKinstry may request payment for an amount McKinstry believes is due to it, or for additional time to perform under this Contract ("Claim") pursuant to the following procedure. Within thirty (30) days after the occurrence giving rise to the Claim, McKinstry shall provide Customer with a written statement of claim ("Statement of Claim") which shall describe with particularity the occurrence giving rise to the Claim, the reasons why the Claim should be accepted, and McKinstry's requested resolution. Customer shall determine whether to accept or reject the Claim.

17. Changes

The Scope of Work, Price, and time for performance may be changed pursuant to a written change order executed by an authorized McKinstry signer and Customer signer ("Change Order"). A Change Order is valid only to the extent that it changes the Scope of Work, Price, and/or duration of the Work. Any invalid portions of a Change Order shall be disregarded.

18. Termination

Termination for Cause. If McKinstry fails to perform under this Contract, Customer may notify McKinstry in writing of Customer's intent to terminate this Agreement along with a description of the alleged performance failure. If such failure is not corrected by McKinstry within fifteen (15) days after receipt of such notice, Customer may terminate this Contract, and McKinstry shall be entitled to receive payment for all services satisfactorily performed prior to termination. If it is determined for any reason that termination was improper, the termination shall be treated as a termination for convenience and McKinstry's remedies shall be limited to those provided in the Termination for Convenience clause.

Termination for Convenience. Customer may terminate this Contract in whole or in part for any reason by providing written notice of termination to McKinstry and specifying the date on when the termination becomes effective. Upon receipt of such notice, McKinstry shall incur no further obligations in connection with the terminated work, will stop work to the extent specified, and take other reasonable measures to mitigate costs. McKinstry shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Customer shall pay the Contractor for: (i) services properly performed and accepted through the effective date of termination, and (ii) reasonable and documented demobilization costs actually incurred as a direct result of the termination. No payment shall be made for lost or anticipated profits, unperformed work, or costs not substantiated by adequate documentation. Such amounts shall be paid by Customer to McKinstry within fifteen (15) days of McKinstry's delivery to Customer of a request for payment. In addition, McKinstry may terminate this Contract in whole or in part for any reason by providing written notice of termination to Customer and specifying when termination becomes effective. In such case, McKinstry shall refund to Customer all amounts prepaid by Customer and unearned by McKinstry as of the date of termination, and Customer shall have no payment obligation to McKinstry for unperformed Work.

19. Disputes

The Parties agree that the following process will be used to resolve any dispute between them. All dispute resolution shall be conducted in good faith, shall be confidential, shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence, and shall be inadmissible in any litigation, or other judicial proceeding, all to the extent allowed by law, specifically the Utah Government Records Access and Management Act. First, the Parties will attempt to negotiate a resolution. If a dispute remains unresolved more than thirty (30) calendar days after the commencement of negotiation and the Parties have not mutually agreed to extend the negotiation period, then the Parties shall pursue mediation. In mediation, the Parties shall mutually select a mediator, the cost of the mediator and other administrative costs shall be shared equally by the Parties, and each Party shall be responsible for its own costs and expenses. If any dispute remains unresolved more than sixty (60) calendar days after the commencement of mediation, and the Parties have not mutually agreed to extend the mediation period, then either Party may pursue legal action. Any legal action or proceeding arising under this Agreement shall be brought exclusively in a court of competent jurisdiction in the State of Utah. The parties expressly waive any agreement to submit disputes to binding arbitration. Nothing in this section shall be construed as a waiver of any rights, defenses, or limitations of liability under the Utah Governmental Immunity Act or other applicable law. The non-prevailing Party of any legal action shall reimburse the prevailing Party for all of its reasonable attorneys' fees, costs, and expenses related to the arbitration.

20. Notices

All notices to McKinstry shall be written, shall be sent via certified or registered mail or personally delivered, shall consist of one copy to McKinstry's General Counsel at McKinstry headquarters, and one copy to the primary McKinstry contact for the Work, and shall be deemed delivered when received.

21. Non-Solicitation of Employees

Customer shall not, so long as McKinstry is engaged by Customer and for twelve (12) months after such engagement ends, directly or indirectly solicit or recruit any employee of McKinstry to leave his or her employment with McKinstry. This provision does not apply if the McKinstry employee approaches Customer of his or her own accord.

22. Choice of Law, Venue

The validity, interpretation, and performance of this Contract shall be governed exclusively in accordance with and by the laws of the state in which the Work is performed. The venue for resolving any dispute shall be the county in which the Work is performed.

23. Flow Down

No provisions of, or obligations or duties of Customer under, any other agreement to which Customer is a party will flow down to McKinstry unless explicitly provided for in this Contract.

24. Force Majeure

Neither McKinstry nor Customer shall be considered in breach of this Contract to the extent that the Party's performance is prevented by an event or events that are beyond the control of such party, including but not limited to acts of God, fire, earthquake, flood, storm, war, rebellion, revolution, insurrection, riot, strike, nuclear contamination, and/or acts or threats of terrorism.

25. Assignment

McKinstry may not assign or transfer its rights and/or obligations under this Contract without the prior written consent of Customer which shall not be unreasonably withheld, unless the assignment is to an affiliate of McKinstry.

26. No Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Contract shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver.

27. No Third Party Beneficiaries

There are no third party beneficiaries under this Contract or any portion thereof.

28. Severability, Survival

If any portion of this Contract shall be held invalid in whole or in part under any law, rule, regulation, or order, then such portion shall remain in effect only to the extent permitted, and the remaining portions of the Contract shall remain in full force and effect. Any invalid portions shall be substituted with an interpretation that most accurately reflects the Parties' intentions.

29. Tax Benefits

Unless otherwise specified in this Contract, McKinstry is solely entitled to claim tax benefits available under section 179D of the Internal Revenue Code (EPAAct), or its successor.

30. Waiver of Subrogation

To the extent permitted by law and limited to losses covered by valid and collectible insurance, each party waives all rights of subrogation against the other party and their officers, employees, agents, and subcontractors. This waiver shall apply only if such waiver does not void or impair the coverage provided by the applicable insurance policy. Nothing in this section shall be construed as a waiver of any governmental immunity, defense, or limitation of liability available to the [Government Entity] under the Utah Governmental Immunity Act.

31. Amendment

This Contract may not be amended except pursuant to a written amendment signed by an authorized signer of each Party.

32. Headings

The headings of this Contract are for purposes of reference only and shall not limit or define the meaning of the provisions of this Contract.

33. Contract Documents

By this reference, the following exhibits are attached hereto and made a part of this Contract:

Exhibit A: Scope of Work

Exhibit B: Cost

Exhibit C: Implementation Project Cost Structure

34. Complete Agreement

This Contract, including the exhibits attached hereto, is a fully integrated agreement, and contains the entire understanding between McKinstry and Customer with respect to the subject matter hereof. Any legal terms and conditions appearing elsewhere in this Contract shall be ignored to the extent they contradict or are inconsistent with the terms and conditions contained in the foregoing numbered list. All previous agreements between McKinstry and Customer as to the Work are superseded by this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the Effective Date.

McKinstry

Customer

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

By: _____

Printed Name: _____

Title: _____

Date _____ Signed: _____

EXHIBIT A

SCOPE OF WORK

See following pages for a detailed scope of work description. Future scopes of work may be added to this Contract by execution of one or more work orders between McKinstry and Customer.

The purpose of the Investment Grade Audit is to develop a scope of work (SOW) to be implemented by the McKinstry, establish guaranteed savings, develop an agreed-upon plan to measure and verify the guaranteed savings, and ensure that the proposed project meets state statute requirements.

If any of the following services detailed below are not required for a given project, McKinstry and the Customer may agree to modify the Scope of Work.

1. Process and Decision Points

The process will consist of the following (5) major check-in points and will use an interactive approach to work with the Customer.

1.1 Kick-Off - Assessment of Needs, Opportunities, and Goals

Core Tasks Preceding Meeting

Collect General Facility Information (data and background information on buildings, equipment, energy use and costs, and facilities operation)

Customer agrees to work diligently to furnish McKinstry, upon request, accurate and complete data and information, as available. Customer will allow McKinstry reasonable access to facility staff to ensure understanding of existing systems and opportunities. Customer may conduct the task to collect utility information from utilities in order to reduce McKinstry time and expense.

The McKinstry shall collect data and background information from Customer concerning facility operation and energy and water use, including any changes to operation, energy and water use anticipated within the next 5 years. McKinstry agrees to work diligently to assess validity of information provided and to confirm or correct the information as needed. Where information is not available from Customer, McKinstry will make a diligent effort to collect such information through the facility inspection, staff interviews, and utility companies.

The following information may be collected:

General Facility Information

- Building list with square footage and age (including age of major remodels or additions)
- Construction data of buildings and major additions including building envelope, window specifications/performance and roof/wall assembly.
- General use and schedule of each facility

Utility Information

- Utility company invoices or relevant data for the past 36 months.

Equipment and Facility Information

- Equipment Descriptions: Summary of major energy and water consuming equipment by facility used to establish the energy end-use breakdown. A comprehensive inventory and condition assessment of all equipment will not be performed.
- Facility Descriptions: Description of any structural or building use changes

- Past Changes: Record of any improvements or modifications related to energy, water or operational efficiencies that have been installed during the past three years.
- Future Plans: Description of current or future plans regarding building or equipment modifications.
- Drawings and Specifications: Drawings, as available (may include mechanical, plumbing, electrical, building automation and temperature controls, structural, architectural, modifications and remodels).
- Original construction submittals and factory data (specifications, pump curves, etc.), as necessary to complete savings calculations and cost estimates.

Operations Information

- Occupancy schedules
- Usage information
- Description of current energy management procedures where applicable based on available data.
- Description of current operational practices
- Operating engineer logs, maintenance work orders, etc., as available
- If available, records of maintenance expenditures on energy or water-using equipment, including service contracts as available.
- Hazardous materials and other environmental concerns

Energy Assessments

- Prior energy audits, studies, or benchmarking if available

Submittals, Approvals, Decision Points

- Meet with Customer to establish needs, goals, plans, problems, etc. related to facilities and operation of facilities.
- Outline preliminary IGA schedule and approximate dates for major milestones
- Establish a plan for engaging with key decision makers at appropriate times

Uses

- This information sets guidelines for the project development.

1.2 30% - Preliminary Analysis of Measures - Overview

Core Tasks Preceding Meeting

Customer will allow McKinstry reasonable access to facility escorts and/or keys to conduct the physical inspections efficiently. McKinstry shall coordinate with Customer to ensure that access is arranged in a timely manner and with minimal disruption.

- Review existing systems and equipment (physical inspection and facility interviews to collect information on major energy and water-using equipment)
 - Equipment may include:
 - Lighting (indoor, outdoor, streetlights)
 - Heating and heat distribution systems (greater than 120Kbtu/hr)
 - Cooling systems and related equipment (greater than 5 tons)
 - Automatic temperature control systems and equipment
 - Air distribution systems and equipment (greater than 5000CFM)
 - Outdoor ventilation systems and equipment
 - Exhaust systems and equipment (greater than 1000CFM)
 - Hot water systems
 - Electric motors (greater than 5HP)
 - Renewable energy systems
 - Water consuming systems (restroom fixtures, water fountains, irrigation systems, etc.)
 - Server room equipment
 - Transformers (greater than 50kVA)
- Establish baseline and/or base year consumption

- Estimate loads, usage and/or hours of operation for end uses of total facility consumption
- Identify potential measures
- Create Audit Report framework

Submittals, Approvals, Decision Points

- Review project goals with the Customer. Adjust and modify as necessary.
- Meet with Customer in-person or virtually to present preliminary findings and establish agreement on measures to analyze.

Uses

- This establishes the remaining work for the McKinstry to develop the 60% and 90% level Audits.

1.3 60% - Rough Order of Magnitude Analysis of Measures - Overview

Core Tasks Preceding Meeting

- Rough Order of Magnitude Savings Analysis
- Rough Order of Magnitude Cost Estimates

Submittals, Approvals, Decision Points

- Meet with Customer to present updated findings and project goals
 - Discuss assessment of energy use, savings potential, project opportunities, and potential for developing an Energy Savings Performance Contract.
 - Develop a list of recommended measures for further analysis.
- Establish agreement on project package to develop to 90%
- Should Customer determine after the 60% meeting there is no interest in pursuing an Energy Savings Performance Contract with McKinstry, Customer shall notify McKinstry. Upon receiving such notification, McKinstry shall have the option to deliver the audit report based on the completed stage of the audit to Customer. In such a case, McKinstry shall have no further obligation to develop further measure analysis for this Investment Grade Audit contract, and Customer shall be obligated to make full payment described in Exhibit B to McKinstry.

Uses

- This is the first presentation of costs and savings tied to individual measures. A bundle of measures will be packaged into a financially viable project and options for capital improvement measures will be articulated.

1.4 90% - Further Analysis - Overview

Core Tasks Preceding Meeting

- Guaranteed Savings Analysis
- Guaranteed Maximum Cost Budget
- Develop a preliminary Measurement and Verification Plan
- Develop a preliminary Commissioning Plan
- Develop a preliminary Operations and Maintenance Plan

Submittals, Approvals, Decision Points

- Meet with Customer to present 90% results
- Compare project to previously stated Customer goals

Uses

- This is a final project package from the McKinstry's perspective and further changes will only be made at the Customer's direction unless otherwise noted.

1.5 100% - Energy Savings Performance Contract Proposal - Overview

Core Tasks Preceding Meeting

- Develop an Energy Savings Performance Contract
- Review Energy Performance Contract with Customer
- Finalize Audit Report

Submittals, Approvals, Decision Points

- Meet with Customer to present draft Energy Savings Performance Contract
- Negotiate contract terms and conditions with Customer
- Deliver the final Audit Report
- Deliver the final Energy Savings Performance Contract

Uses

- This step will create all materials necessary to enter into an implementation contract between Customer and McKinstry.

2. General Terms

2.1 Applicable Facilities

Facilities in the scope of work will be negotiated with Customer prior to executing this audit agreement.

2.2 Cost and Savings Opportunities

Potential cost and savings factors for consideration:

- Energy and Operational Cost-Savings could include (but are not limited to):
 - Expenses eliminated or avoided
 - Electrical energy and demand savings
 - Natural gas savings
 - Utility tariff rate switch savings.
 - Thermal energy savings
 - Water and sewer savings
 - Increased water revenue
 - Waste disposal
 - Contract labor cost savings
 - Maintenance labor cost savings
 - Other operating cost-savings reductions
- Operating Cost-Saving Measures could include (but are not limited to):
 - Energy-saving measures (lighting, HVAC, daylighting, windows or doors, automated controls systems, energy recovery systems, ground source heating and cooling, etc.)
 - Water-saving measures (devices in buildings and for lawn irrigation)
 - Water utility revenue increases from increased water meter accuracy)
 - Waste-disposal savings measures (trash compaction, waste minimization, etc.)
 - Operating saving measures (operating saving measures (building operation programs to reduce operating costs, training programs)
 - Maintenance labor cost savings measures (reduction of required maintenance or operating tasks, routine maintenance – replacing filters and lighting products)
 - Other savings measures and building improvements (includes indoor air quality improvements)
 - Power generation (combined heat and power systems, renewables, alternative energy, etc.); other building improvements (indoor air quality).
 - Ground source systems for heating and cooling
 - Educational programs related to operation and maintenance of equipment
 - Any additional improvements to building infrastructures that produce energy and operating cost savings, significantly reduce energy consumption or increase the operating efficiency of the buildings for their appointed functions
 - Must comply with building codes.

2.3 Escalation Rates

Escalation rates should be applied independently to each savings source: gas, water, operating savings, etc.

Federally published Energy and Environmental Research Center (EERC) rates will be used until rates are agreed upon with Customer. These rates will be agreed to prior to the 90% milestone and used in cash flow projections for project development purposes.

2.4 Interest Rates

Estimated interest rates (typically municipal tax-exempt rates for public Customers) will be agreed-upon at the conclusion of the Preliminary Analysis of Measures. A proxy interest rate will be used until a 30-day period before transaction closing.

EXHIBIT B

COST

The maximum fee for the investment grade audit shall be **\$44,800**. McKinstry will perform the investment grade audit at no upfront cost to Customer.

If Customer accepts the investment grade audit and enters into an energy performance contract with McKinstry, Customer shall have no up-front payment obligations under this Contract, but acknowledges that the fee for the investment grade audit shall become part of the compensation owed to McKinstry under the energy performance contract.

If the investment grade audit demonstrates that an energy performance contract would result in net financial gain for Customer but Customer fails or refuses to enter into an energy performance contract with McKinstry within thirty business days after completion of the investment grade audit, Customer shall pay McKinstry the fee listed above within 30 days of completion of the investment grade audit, and this Contract will terminate without any further liability of either party.

If, during the investment grade audit, Customer terminates this Contract, Customer shall pay McKinstry for work performed prior to such termination, calculated as a prorated portion of the fee listed above, within 30 days of completion of the investment grade audit, and this Contract will terminate without any further liability of either party.

EXHIBIT C

IMPLEMENTATION PROJECT COST STRUCTURE

Should an acceptable Energy Savings Performance Contract be developed, costs will be constructed according to the below. Percentages listed below represent the maximum allowable costs based on the total project cost. Actual costs may be lower.

Implementation Costs:

Stage		Maximum Percentages (Based on Total Costs)
1	Design	10.00%
2	Preconstruction	6.00%
3	Other Preconstruction	4.00%
4	Construction	9.00%
5	Construction Completion	7.00%
6	Project Engineering	5.00%
7	Training	2.00%
8	Profit	12.00%
9	Bond	1.00%
10	Insurance	0.75%

Labor Rates:

Position Classification	Classification Level	Hourly Billing Rate
Office Administrative	A	\$132.00
Project Administrative	B	\$147.00
	C	\$158.00
Staff	D	\$168.00
	E	\$179.00
	F	\$195.00
Senior	G	\$221.00
	H	\$252.00
Director	I	\$279.00
	J	\$315.00
	K	\$331.00

RESOLUTION NO. 2025-11

A RESOLUTION OF THE COTTONWOOD HEIGHTS PARKS AND RECREATION SERVICE AREA BOARD OF TRUSTEES TO APPROVE AN INVESTMENT GRADE AUDIT AGREEMENT WITH MCKINSTRY

WHEREAS, the Cottonwood Heights Parks and Recreation Service Area Board of Trustees would like to enter into an agreement with McKinstry regarding an Investment Grade Audit;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF TRUSTEES OF THE COTTONWOOD HEIGHTS PARKS AND RECREATION SERVICE AREA AS FOLLOWS:

1. **Adoption.** The Board of Trustees of the Cottonwood Heights Parks and Recreation Service Area approves the agreement with McKinstry regarding an Investment Grade Audit.
2. **Severability.** If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability, shall not affect any other portion of this Resolution, and all sections, parts and provisions shall be severable.
3. **Effective Date.** This Resolution shall become effective immediately upon its passage

PASSED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE COTTONWOOD HEIGHTS PARKS AND RECREATION SERVICE AREA ON THIS 21st DAY OF APRIL, 2025.

COTTONWOOD HEIGHTS PARKS AND RECREATION SERVICE AREA

Board of Trustees:

Dan Morzelewski, Chair

Patti Hansen

Bart Hopkin

Attest: _____
Allie Brown