



Stansbury Service Agency Board of Directors Meeting Agenda

Date: Wednesday, March 12, 2025

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

Time: 7:00 PM

Order of Business

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Fire Chief Update
5. Sheriff Update
6. Lake Dye presentation
7. Public Comments
8. GM Updates
 - a. Operations
 - b. Projects
 - c. Financial Overview

Discussion Items:

1. Clubhouse Cameras Install – Shawn Chidester/Kasey Nobles
2. Presentation of Playground equipment status and plans moving forward – Shawn Chidester
3. Presentation of initial cost estimate for installation of sound wall running south of Water Feature

Action Items:

1. 2025.03.01 A
 - a. Board Review and possible approval of February 12th, 2025, Meeting Minutes
2. 2025.03.02 A
 - a. Board Review and possible approval of February 19th, 2025, Meeting Minutes
3. 2025.03.03 A
 - a. Board Review and possible approval of Tooele County IT Agreement
4. 2025.03.04 A
 - a. Board Review and possible approval of Miss Stansbury Scholarship Pageant 2025
5. 2025.03.05 A
 - a. Board Review and possible approval of Ice Shack Lease Agreement

Board Member Reports and Discussion Items

1. 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.

Motion to Adjourn



STANSBURY

SERVICE AGENCY

Parks and Recreation

Stansbury Service Agency Meeting Minutes

Date: Wednesday, February 12th, 2025

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
 - Kyle Shields – present
 - Cassandra Arnell – present via Zoom
 - Ammon Jacobsmeyer – present
 - John Duval – present, arrived 7:07 PM
 - Staff
 - James Hanzelka – present via Zoom
 - Ingrid Swenson – present
 - Kellianne Rosemann – present
 - Shawn Chidester - present
 - Jessica Shaw - present
3. Pledge of Allegiance led by Brett Palmer
4. Review of Public Comments from the last meeting
 - None to review
5. General Manager Updates
 - Operations - The weed harvester control panel has been relocated from the rear of the operator's space to the front. Hydraulic lines repair is at 80% complete, remaining parts are on order, and repairs should be done by March.
 - Staff are working on a pressure regulator valve on the irrigation system at Porter Way Park.
 - Spring sports sign-ups for field usage are in process.
 - A signed plat for stage 3 of Sagewood has been received, and a signed plat should be received for Wildhorse shortly.
 - The clearing of roots to the drain lines west of hole #3 is half done. The company realized it was a bigger problem than estimated 3 weeks ago, due to the density of roots. The current contract allows them to change the estimate if the packing is denser than anticipated, we are waiting for clarifications on an updated estimate before work resumes. A comment was made that the contractor cannot do a firm fixed price bid on a job of this nature. It may be best to work on time and materials basis.
 - Projects - The fire alarms in the clubhouse have been completed and certified and the main door systems are now in place in the Clubhouse. It will cost an additional **\$3,300.00 to do the remaining doors. The alarms at the Pro Shop are completed and**

certified and an access door was added to the Pro Shop. Bids for the breaker box are to be reviewed and finalized before implementation. The whole breaker box may need to be replaced due to age.

- Staff are working on bid packages for the clubhouse windows, north wall, and east side entrance while waiting on information from the structural engineer that inspected the building.
- Designs for Millpond Park are being finalized; Blu Line should have the final drawing package completed next week.
- Shawn Chidester looked at the all-ability playground again and produced a new design to present to the planning committee next week. Shawn Chidester and Gordon Smith have been checking all the playgrounds and creating a risk mitigation plan.
- Cassandra Arnell submitted for the BUILD grant (formerly the RAISE grant). Staff are working on 2 UORG grants. Shawn Chidester is collecting more information, and it should be submitted by March 1. John Wright asked for clarification on the master panel in the clubhouse. The breaker box includes several sub breakers. The new breakers box will not fit in the old breaker box. With a new cabinet, the sub breakers will also need to be replaced. The original bid was just for the main breaker, this will quadruple the cost. The recommendation to replace the entire box is based partially on the current equipment's age and partially because the current box will not accommodate the new master breaker. The manufacturers for the current equipment are not available, so only refurbished parts with no warranties are available. Bids for a new box and breakers was recommended.

At 7:13 PM, Brett Plamer acknowledged John Duval's arrival.

Discussion Items:

6. Microsoft Office 365 agreement with Tooele County, presented by Scott Persons. - The Stansbury Service Agency does not meet the requirements to own a government account on its own. Tooele County can add the Agency to their licensing with its own tenant. The price is similar to other quotes received, but with better support and security (Mimecast). The Agency will also have the option to break its tenant off from the County when it qualifies for the government account.
 - The County is offering tech support, as needed. Scott Persons requested the board's patience while he works through the process, as the Agency is the first the County is doing this for. The licensing should be ready within a week. The Agency will receive three types of licenses – the exchange only, which is just for email, the G1 for web-based apps with email, and the G3 for full apps and email. March 1 is the planned date for transition. To bypass GoDaddy's hold on email archives, the Agency will export and

import PST files from “@stansbury.org” email accounts. Each board member will need to come into the office to give staff access to their email, or they can give staff their password for the export/import, and change their passwords once completed. Current .org email addresses can be set to forward to the new .gov addresses.

- Ammon Jacobsmeyer asked about billing, the ability to increase the account, and the benefits of a government account vs. other types. Tooele County will be billed then cross charge the Agency. The County pays annually but is willing to bill the Agency annually or monthly.
 - The County is looking into giving the Agency access to the portal to manage its own tenant. Any increases would be for the remainder of the billing period. Security requirements built into government accounts are better than others. For example, Copilot has been released to the general public but has not yet met government security standards yet so is not released to government accounts.
 - Kyle Shields asked if the County is benefiting from this partnership. No, the County may pay more with the inclusion of Mimecast security. The County feels it is important to support the smaller agencies within the County.
 - John Wright asked if the contract would be available next week, and if so, what the next step is. Yes, the contract should be available next week, but it will be cutting it close to have it by the board meeting. Transition steps will begin before the contract is complete. The complete transition should be completed by mid-March. A County technician and Scott Persons will be on hand to assist staff with the transition.
7. Discussion of Possible transfer of the Ice Shack lease - Ryan Struthwolf, the current owner, is looking to sell the ice shack to Katie and Matt Potter. In the current lease agreement, he can transfer the lease to the new owners with the board’s permission. Katie and Matt Potter introduced themselves and family.
- John Wright would prefer to have a new lease with the new owners rather than transfer the existing lease.
 - Katie Potter expressed a preference for a probation period with the existing lease.
 - The current contract does not require the board’s approval for a transfer of ownership or sale, only for the transfer of the lease of Agency property. If the board denies permission to transfer the lease, the new owners will have to negotiate the terms of a new lease. Ryan Struthwolf stated that if the board does not approve the transfer, he will keep running the shack for the remaining 3 years on the lease. He does not feel the lease should be renegotiated.
 - John Duval explained that the Agency is trying to set the lease contract to be more in line with other food vendors that contract with the Agency for consistency.
 - John Wright asked about the relationship between the business and the Agency. He also asked about the experience of the Potters and their knowledge of taxes imposed on

small businesses. Ryan Struthwolf said there have not been any significant issues between business and Agency since he opened the Ice Shack in 2013. Katie Potter has worked in food service but not in a seasonal vendor business. The sale agreement would have Ryan Struthwolf train the Potters. There will also be experienced staff returning. The Potters would like to keep the business mostly the same. They have been working with the small business center at Tooele Tech and feel they have a good grasp of the details of small business ownership, like taxes.

- Ammon Jacobsmeyer pointed out that the contract is inconsistent with other vendor policies because it was written two years ago, before the contract that the Agency began using last year for food vendors. The board needs to discuss how they want to proceed with similar contracts in the future to be more consistent.
- Cassandra Arnell stated that she knows the current owner from being neighbors and appreciates what he has done for the community. She thinks the Potters will continue doing good work for the community. She is in favor of the transfer and recommended giving James Hanzelka the authority to negotiate, with an eye to fine tuning some of the provisions while keeping prices low, to move the process along faster.
- Ammon Jacobsmeyer does not feel the contract is up for renegotiation at this point. Moving forward, the contract needs to be deliberated on due to other food vendors asking for similar contracts.
- Cassandra Arnell stated that when the contract was renewed two years ago, there was no one else interested in it. There is not a non-compete clause in the current contract. The current contract for other food vendors requires 10% payment to the Agency of their gross sales. Ryan Struthwolf and Katie Potter said that it is significantly higher than the current monthly rent and would necessitate higher prices.
- John Duval pointed out that taxes have doubled for the community. He also pointed out that food vendors are paying much higher rates than 10% elsewhere. He does not feel a 10% charge on gross sales is a lot comparatively speaking. Matt Potter said that they are willing to discuss a renegotiation of the lease with a non-compete or exclusivity clause and a longer lease period.
- Brett Palmer proposed that James Hanzelka meet with Ryan Struthwolf and come back to the board so they can make a motion based on his recommendations.

Action Items:

8. 2025.02.01A

- Board Review and possible approval of January 15th, 2025, Meeting Minutes
- John Wright felt that the "yes" and "11yes" on page 6 is confusing. Brett Palmer would like it to be clarified, so there is no question moving forward.
- The sentence was stricken from the minutes.

Motion to approve the minutes as they are written, with the exception that on page 6, under discussion item number one, sentence number 6, that the sentence that starts with the yes and ends with "in the survey results" be stricken made by John Wright. Seconded by Kyle Shields.

Vote as follows:

Cassandra Arnell – yea; John Wright - yea; Kyle Shields – yea; Brett Palmer – yea; Ammon Jacobsmeyer – abstain; John Duval* - yea. **Motion Passed**

*Abstained vote due to not being present at the meeting.

9. 2025.02.02A

- Approval of the Sale of Water Right Credits to Ivory Development.
- Brett Palmer explained that in February of 2024, the board determined that they would feel comfortable with selling water rights to developers. Ivory Homes requested to purchase the water rights available. Legal counsel developed an interlocal agreement allowing the sale from the Greenbelt Service Area. Proposed sale is \$30K per water acre-foot.
- The agreement only applies to the Greenbelt Service Area water rights, there is not a similar agreement for the Recreation Service Area at this time.
- John Duval asked how much in sales was planned for in the approved 2025 budget. Nothing was planned for the sales, and it has not been decided how the funds will be allocated, which will be discussed in the next finance committee meeting.
- The water rights will be attached to specific properties developed by Ivory Homes (Exhibit A of the contract).
- Kyle Shields asked why Ken Sagers Ballpark was included in the figures. It was included because the water rights were included in the amount shown in the bankruptcy documents.

Motion that we approve the sale of 20 acre feet of water rights to Ivory Development as described, 20 acre feet to Ivory at the purchase price of \$30,000 per acre foot and that we authorize Jim Hanzelka, our general manager, to sign on behalf of the Service Agency, and authorize the sale of the water rights made by John Wright. Seconded by John Duval.

Vote as follows:

Cassandra Arnell – yea; John Wright - yea; Kyle Shields – yea; Brett Palmer – yea; Ammon Jacobsmeyer – yea; John Duval - yea. **Motion Passed**

10. 2025.02.03A

- Approve Correction to the 2025 budget per State request.
- Ingrid Swenson realized she had not included FICA for board members in the proposed 2025 budget. She made the adjustment on section of the document to be submitted to the state but missed it in the second. The state contacted the Agency on Jan 16, 2025, to

have it revised and resubmitted. The correction was made and the document resubmitted. The state accepted the resubmission.

- Kyle Shields stated that going forward, the budget sheet should come to the finance committee for review before submission.
- Ammon Jacobsmeyer clarified that the board had already seen the adjusted numbers when the budget was approved.

Motion to approve the correction of the 2025 budget made by Kyle Shields. Second, by Ammon Jacobsmeyer.

Vote as follows:

Cassandra Arnell – yea; John Wright - yea; Kyle Shields – yea; Brett Palmer – yea; Ammon Jacobsmeyer – yea; John Duval - yea. **Motion Passed**

Board member reports and requests

1. No public present to make comments.
2. Cassandra Arnell reported that the policy committee is about halfway through updating the administration manual. There has been work done on the safety management system to get it more in line with the Agency's policies and practices.
3. John Wright stated that he had a report from the engineer regarding the maintenance issues already discussed in the General Manager Updates. He also has recommendations for the repair of the glass in the Pro Shop and Clubhouse to prevent further leaking due to deterioration. With regards to Millpond Park, staff have reviewed the sloped hillside and tried to get power to the restroom to meet County standards for approval to move ahead with Phase 1. They are now waiting to see if there are sufficient funds to move forward. John Wright requested an update on the property line on the east side of the junior high school where the contractor had requested permission to move the fence. Brett Palmer stated that he had looked it over and determined that the pipeline the board was concerned about is on the east side of the ditch, meaning the fence is not on Agency property and will not interfere with the pipeline. John Wright requested an update of the status of the Glenn Point property tax evaluation. Shawn Chidester reported that he gave the information to the owner but has not heard back from them. John Wright requested information on the presentation by the lake chemical person. Kyle Shields stated that he thought DNR said no to chemicals, so he did not schedule the presentation. John Duval clarified that DNR did not eliminate the option to use chemicals, they strongly suggested caution with the breadth and testing. Kyle Shields will schedule the presentation for the first meeting in March and DNR will be invited to attend.
4. Kyle Shields thanked Brett Palmer for his work on water shares as the sale of will greatly benefit the community. He then stated that John Duval had a presentation for finance that he feels should be shown to the entire board. He feels the idea is too much for such

a small Agency but as John Duval feels there is value, the board should be involved in the decision. Brett Palmer suggested the discussion and presentation should be done at a special meeting, as it will make a regular board meeting very long.

5. John Duval asked Jim for the status of the resident parking his boat in the greenway space. It was not iced in during the warmer period, and was removed, but then put back, and is not iced in again. The resident had agreed to remove the boat if it was not iced in. James Hanzelka said he will look into it when he returns. John Duval then asked about the status of the community as a low light community, as he sees a lot of residents leaving their outdoor lights on throughout the night. James Hanzelka suggested putting a reminder in the newsletter and on Facebook. John Duval asked about parking on the greenways overnight. It is not allowed but it is the County's responsibility, and they need to be notified.
6. Ammon Jacobsmeyer thanked staff. Then stated that he feels the board should consider potentially redistributing duties to have an event planner on staff. He expressed concern that volunteers going around on behalf of the Agency to get funds for Stansbury Days leaves the Agency open to a high chance of fraud or embezzlement. Currently, there are volunteers cleaning and locking up after events, and he feels it would be better if there was an event planner there to do it. James Hanzelka stated that the Agency had given those looking for Sponsors, on behalf of the Agency, business cards to identify them.
7. Brett Palmer stated that he feels it is a rough schedule to have meetings two weeks in a row, as there is a meeting next week. He wanted to know if this was an exception. James Hanzelka stated that board meetings are usually the 2nd and 4th Wednesdays but had to be adjusted in January and February due to staff and board member availability.

11. Motion to Adjourn

Motion to adjourn made by Kyle Shields. Second, by Ammon Jacobsmeyer.

Vote as follows:

Cassandra Arnell – yea; John Wright - yea; Kyle Shields – yea; Brett Palmer – yea; Ammon Jacobsmeyer – yea; John Duval - yea. **Motion Passed**

Meeting adjourned at 9:03 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 12th day of March 2025

Brett Palmer, Stansbury Service Agency Board Chair



STANSBURY SERVICE AGENCY

Parks and Recreation District

Stansbury Service Agency Board of Directors Meeting Minutes

Date: Wednesday, February 19th, 2025

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

Time: 7:00 PM

Order of Business

1. Call to Order by Brett Palmer at 7:00 PM

2. Roll Call

- Board Members

- Brett Palmer – present
- John Wright – present
- Kyle Shields – present
- Cassandra Arnell – present
- Ammon Jacobsmeyer – present
- John Duval – present

- Staff

- James Hanzelka – present
- Ingrid Swenson – present
- Shawn Chidester – present
- Jessica Shaw – present

3. Pledge of Allegiance led by John Duval

4. Sheriff Update by Sgt. Nicholas Yale

- January was a slow month with 135 traffic stops, 27 citations, 84 warnings, 9 accidents, 9 DUIs, 15 misdemeanor arrests, and 4 felony arrests. There were more DUIs than normal due to New Year's Eve, but even that was quiet compared to the rest of the county. Fraud will be up due to it being tax season.
- John Wright asked what 'Accident-PD' in the top incident natures list stands for and how nuisance calls, like dogs barking, are handled. Sgt. Yale explained that Accident-PD means property damage, usually caused by juveniles. Most of those are committed in or around the High School. Nuisance calls are considered low-priority and response time depends on call volume, but a report is made, and residents are contacted.
- John Duval asked if cars parked on a curb would prompt action. Sgt. Yale said that it would depend on how busy they are, due to being short staffed.
- Sgt. Yale requested that if anyone notices something that is becoming a matter of public safety, that the sheriff's department be notified.

5. Public Comments

- Sara Snow (41 Lakeview) – suggested that with spring approaching, a yard beautification contest be started. She stated she was willing to donate towards an award. Brett Palmer clarified that this would not just be for the lakeview area but for all of Stansbury Park. Sara stated that she and her neighbor, Cathy, are willing to be judges. Cassandra suggested signs to recognize different décor (like Christmas). The suggested award was

something like every month gets the winner gets a \$100. It was also suggested that contest time coincide with the pool season.

6. GM Updates

- Operations –

- The Sagewood Phase 13 Plat is signed and a list of requirements for follow-up is being put together.
- Shawn Chidester is working on the camera security system for the clubhouse. He has been working with Casey Nobles to get it working. With two cameras set to be placed in the large conference room, it means the board meetings may be recorded and shared in real time. John Wright asked if the cameras would impact OWL, but they were not aware if OWL would be able to tie into the system. They are looking into possibly being able to integrate things like Zoom into the system for the speakers.
- The lake weed harvester's hydraulic replacement is complete and awaiting the delivery of the motors. Once the motors are installed, the last major repair to complete will be the cutter, and then trial runs can begin.

- Projects –

- The sound wall trail modification that was submitted in November has been approved. Money was fronted for the engineering design with Ensign Engineering. Moving forward, reimbursements will be in stages instead of all at the completion of the project.
- A design for Millpond Park is going to be run through the planning committee and then sent back to the designer before submission to the county.
- The railing repair and replacements around the clubhouse, pool, and gazebo were initially discussed with the vendor, Ornamental Iron. Ornamental Iron indicated that the railings in the gazebo area should be replaced, the railings from the pool to the basketball courts needed to be repaired, and the rest simply needed maintenance. John Wright met with Russell Welding who felt that all the railings should be replaced with an upgraded technique. Curved railings at the joints are slightly more expensive but stronger than segmented rails connected at joints. Ornamental Iron suggested using flat plate feet for railings, it is cheaper and what the majority of the railings have now. Due to lack of maintenance and how the sprinklers work, the rails are constantly damp at the bottom. Russell Welding has suggested a solid bar embedded into concrete with a clearance between concrete and the lower bars of the rails. When Ornamental Iron received the request to match the suggested work from Russell Welding for their bid, they said they were no longer interested. Two other companies were approached for bids: Zero Limit Welding (local) and American Eagle. All bids exceed the initial budget for the repairs of \$20K. The gazebo and basketball court rails are the safety concern and could be completed this year within budget, with the option of seeing if funds can be found later in the year to make the other repairs or move them to next year. It was requested that bids comparing the costs of powder

coating (which cannot be touched up), polyurethane, and galvanized materials be obtained.

- Master breaker replacement at clubhouse – the Touchstone quote is to retrofit refurbished breakers to fit the current box. The GreenCo quote is to replace the entire system directly from the manufacturer (Cutler/Hammon). John Duval feels the Agency should use GreenCo because the budget for the replacement was only \$15K and if breakers need to be replaced in the future, Cutler/Hammon is still manufacturing them. John Wright said the current breakers are Square D, which is top of the line, while the product offered by GreenCo is rated slightly lower than Square D – but they are close enough to be considered an apples-to-apples comparison. He cautioned that once the cabinet is pulled out, the wiring there needs to be long enough and if it is not, a junction box and splicing may be required. Kyle Shields would like to see a bid from Touchstone matching the word of GreenCo's bid. Brett Palmer said that in the future, bids should match in regard to matching work based on exact specs we give with the same solution.
- Financials –
 - As of 1/31/25 Operation funds are at \$2,932,398. PTIF Impact fees are \$1,302,304. The new chart formats were discussed for a few minutes, before Brett Palmer requested that the discussion be taken to the finance committee for finalization of the chart formats before being brought to the board meeting.

Action Items:

1. 2025.02.04 A
 - a. Review and possible approval of January 2025 Financials, Expenditures, and Journal Entries.
 - b. John Wright wanted to know why in the general fund summary there is a negative number under assets. Ingrid Swenson explained that this format is a summarized version, that a more detailed version was delivered to the finance committee. On the long version, as of January 31st, \$247,843.76 had not yet been deposited and is the cause for the negative number.
 - c. John Wright asked about the purchase of a sprayer for removing graffiti, since they had found a graffiti paint remover a year ago and bought several cans. James Hanzelka said operations had found a cheaper variant.
 - d. John Wright asked what the WP subscription is. That is the WordPress subscription for the .gov website hosting.
 - e. Ammon Jacobsmeyer commented that he appreciates the details given on returns. He noted that on page 2, under Embridge for Natural Gas, it lists a location called Palace and feels it should be labeled Golf Course Maintenance Shed.

Motion to approve January 2025 Financials, Expenditures of \$122,507.82, and Journal Entries made by Kyle Shields. Seconded by Ammon Jacobsmeyer.

Vote as follows:

Cassandra Arnell – yea; John Wright - yea; Kyle Shields – yea; Brett Palmer – yea; Ammon Jacobsmeyer – yea; John Duval - abstain. **Motion Passed**

2. 2025.02.05 A

- a. Review and possible approval of leasing a 2025 Golf Course Rough Mower
- b. Terms – Funding: \$96,038. Term: 60 months. Monthly Payment: \$1,619.42. Rate 6.7%. Residual at end of life 20%. 48-month EBO \$39,315.07. \$500 Origination Fee – First year costs: \$16,194 (10 months), Total Cost at end of lease: \$117,547.
- c. John Wright asked why the lease wasn't for 12 months. James Hanzelka said that we have not received it yet, that we may not receive it until March and the payments will be for 9 months this year.
- d. Brett Palmer asked if this was budgeted for. James Hanzelka said there were 8 months in the budget, so would exceed by one or two months of payments.
- e. John Duval pointed out that the Agency is getting the mower earlier, but at a lower cost, meaning there are net savings.
- f. John Duval asked if this needed to be voted on, since the board had already approved it. Ingrid Swenson reported that it is required by the bank.

Motion to approve the leasing of the 2025 golf course rough mower beginning in March of 2025 with monthly payments at \$1,619.42, interest rate at 6.7%, and the whole cost \$117,547 made by John Wright. Seconded by Kyle Shields.

Vote as follows:

Cassandra Arnell – yea; John Wright - yea; Kyle Shields – yea; Brett Palmer – yea; Ammon Jacobsmeyer – yea; John Duval - yea. **Motion Passed**

3. 2025.02.06 A

- a. Review and possible approval of moving section of the Soundwall on SR36 and reinstalling them at a cost.
- b. There was a discussion about the potential approval of relocating a section of the soundwall along SR36 and reinstalling it at a cost. The UDOT (Utah Department of Transportation) project to redo SR36 does not include the extension of the soundwall to accommodate the road's new proximity to residential areas, increasing noise and safety concerns. UDOT initially planned to reinstall only the portion of the soundwall that previously existed, rather than extending it. After inquiries, UDOT confirmed that instead of extending the wall, they would install concrete barriers. Concerns have been raised that this approach will not provide adequate noise protection for nearby homes and businesses and the board sent a letter to UDOT about this last summer. Sara Snow, a local resident with relevant industry experience, advocated salvaging and reusing the soundwall panels to provide continued noise protection. She emphasized that the cost of replacing these panels later would be significantly higher than reinstalling them now and detailed the specifications of the current and proposed barriers and emphasized the importance of preserving aesthetic consistency within the community.

It was noted that 13 panels were salvaged, which could cover the affected area. Sara Snow urged the board to take immediate action, as the contractor is already working in the area and could potentially install the panels at a lower cost if the project was approved quickly.

Concerns were raised about funding, as this project was not included in the current budget. The board discussed the need for an official vote to approve the project and amend the budget accordingly. They also debated whether UDOT could be persuaded to assist or if the community would need to finance the project independently. The next steps involve obtaining formal cost estimates and drafting a letter to secure the panels for reinstallation.

Motion to the board that we authorize our general manager, Jim Hanzelka, to make contact with the contractor installing the new sidewalk panels to get a price from him to install 13 salvaged panels and associated columns and that he negotiates to try to be able to get that installation done for \$10,000 or less and get back to us as quickly as possible so that we can execute it and get it moving and not miss this opportunity made by John Wright. Seconded by Ammon Jacobsmeyer.

Vote as follows:

Cassandra Arnell – yea; John Wright - yea; Kyle Shields – yea; Brett Palmer – yea; Ammon Jacobsmeyer – yea; John Duval - yea. **Motion Passed**

Board Member Reports and Discussion Items

1. John Wright requested an update on the status of root removal from the drain line by Hole #3. James Hanzelka reported that it is about half done, but due to the job taking longer than originally projected, the Agency is now waiting for clarification on the updated bid. Kyle Shields asked if there was a way to prevent this from happening again. The answer is just to do annual maintenance, which has not been done. John asked about the sale of water rights. Brett Palmer reported that the sale has been approved and is now waiting on payment from Ivory. John asked for an update on the .gov email move. There has been no change since last week, the agreement will be ready by the next board meeting on March 12. It was decided that board members will give the Agency staff their passwords to facilitate the movement of the email from GoDaddy to the new host in March, and then will change their passwords after.
2. Kyle Shields reported that he has reached out to his contact about a presentation on chemicals in the lake. The presentation can be done at the March 12 board meeting. He is happy to do the presentation on the 12th. He asked about the specific types of vegetation in the lake, Cassandra Arnell said she has the information and will send it to Kyle.
3. John Duval has been doing a bunch of work on financial stuff with Ingrid Swenson. Narrow down approach to bring board up to speed. 8 questions. He asked when the board would like him to give a presentation on the changes. He'd like to get it on the calendar with enough time for him to prepare. Kyle Shields suggested doing it in a finance committee meeting.

4. Ammon Jacobsmeyer reminded everyone that there is a Stansbury Days meeting this upcoming Tuesday and that they are looking for volunteers to coordinate vendors on the day of. They would like to advertise for the volunteers on the website, in the newsletter, and on social media.
5. Brett Palmer expressed appreciation for the work being done and thanked Sara Snow for her contributions.

Motion to Adjourn

Motion to adjourn made by Kyle Shields. Seconded by Ammon Jacobsmeyer.

Vote as follows:

Cassandra Arnell – yea; John Wright - yea; Kyle Shields – yea; Brett Palmer – yea; Ammon Jacobsmeyer – yea; John Duval - yea. **Motion Passed**

Meeting adjourned at 9:40 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 12th day of March 2025

Brett Palmer, Stansbury Service Agency Board Chair

**AGREEMENT FOR OFFICE 365 GOVERNMENT LICENSING
BETWEEN TOOELE COUNTY AND STANSBURY PARK SERVICE AGENCY**

This Agreement, with an effective date of the ____ day of _____, 2025 is made between Tooele County, a political subdivision of the State of Utah ("County") and Stansbury Park Service Agency, a political subdivision of the State of Utah ("SPSA"). Each as an individual "Party" or collectively the "Parties".

WHEREAS, the County has information technology systems and personnel in place to function as a governmental entity; and,

WHEREAS, SPSA would like to contract with County for certain information technology services as outlined in this Agreement to provide Office 365 Government licensing services.

Agreement

1. PURPOSE

County will provide SPSA with Office 365 Government licenses for an annual fee of \$3,662.

2. SERVICES PROVIDED

County will provide SPSA with access to:

- Exchange Online
- Microsoft Teams
- SharePoint Online
- OneDrive for Business
- Other applicable Office 365 Government features

3. COST AND PAYMENT

- SPSA will pay County \$3,662 annually.
- Payment is due within 30 days of the invoice date.
- Renewal terms remain the same unless modified in writing.
- Licensing costs are subject to change based on Microsoft subscription pricing increase.

4. RESPONSIBILITIES

Tooele County:

- Maintain and manage Office 365 Government licensing.

- Provide account setup.
- Ensure compliance with licensing agreements.

Stansbury Park Service Agency:

- Provide accurate user information.
- Follow all applicable policies and regulations.
- Make timely payments.

5. TERM and TERMINATION

This Agreement starts on the Effective Date and lasts one (1) year. It may be renewed annually by mutual written agreement. Any removal of a license must be done at the time of renewal with a minimum of thirty (30) days' written notice. If either Party fails any obligation under this Agreement, the Agreement may be cancelled by the non-breaching Party with thirty (30) days' written notice.

6. LIABILITY

County and SPSA are governmental entities in the State of Utah and are bound by the provisions of the Utah Governmental Immunity Act ("the Act"), Title 63G, Chapter 7, Utah Code. Neither Party waives any procedural or substantive defenses or benefits provided or to be provided by the Act or comparable legislative enactment, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by either Party under this Agreement are expressly limited to the amounts identified in the Act.

7. GENERAL TERMS

- **Amendments:** This Agreement may only be amended, modified, or supplemented by written amendment signed by the parties.
- **Governing Law:** This Agreement shall be interpreted and enforced according to the laws of the State of Utah.
- **Entire Agreement:** This Agreement, including any attached exhibits, constitutes the entire agreement between the parties. All other agreements, promises and representations with respect to the subjects of this Agreement, other than those contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document.

Signature Page to Follow

8. SIGNATURES

Tooele County

By: _____

Name: _____

Title: _____

Date: _____

Stansbury Park Service Agency

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form:

Nathan Harris

Deputy County Attorney

Approved as to Form:

Attorney for SPSA

Miss Stansbury Scholarship Pageant 2025





Program Directors
Rachel Torzillo
435-830-0699
stansburymiss@gmail.com
Sieta Jacobsmeyer
435-830-8119
stansburymiss@gmail.com

Miss Stansbury Scholarship Program Information

****Application Deadline: June 9th, 2025 @ 9 PM****

About the Program

The **Miss Stansbury Scholarship Program** is open to young women aged 14-18 (as of the competition date) who live within the Stansbury Service Agency boundaries. Each year, the competition is held the week before Stansbury's Day. The program teaches young women valuable life skills such as public speaking, personal value development, community and world awareness, presentation skills, confidence, resiliency, interview skills, and poise.

Scholarships & Awards (subject to adjustment based on funding and participation numbers):

Scholarships will be awarded when new royalty is crowned.

- Miss Stansbury, \$1,500
- Attendant, \$1,000
- Attendant, \$1,00

Eligibility Requirements:

- Must live in or have primary residence within the Stansbury Service Agency boundaries.
 - In the case of joint custody, at least one custodial parent must live in Stansbury
 - Must be a young woman aged 14-18 as of the competition date.
 - Has never been married.
 - Has never received the "Miss Stansbury" title. (previous attendants/contestants are ok)
 - She has never been convicted of any crime and has no pending criminal charges.
 - Must adhere to the Miss Stansbury Code of Conduct and Dress Standards.
 - Must commit to participating in all Required Events and pledge to perform at least, but not limited to, sixty (60) hours for Miss Stansbury and (50) hours for attendants of service during their year of reign, as approved by Program Directors.
-



Program Directors

Rachel Torzillo

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Royalty Appearances (Please do not compete if you cannot fulfill these obligations)

- Movie nights throughout the summer (Memorial Day through Labor Day)
- ***August Stansbury Days, including the parade and various events**
- ***August- back-to-school nights for all elementary schools**
- ***September- Royalty Photoshoot**
- September Family Dinner Night| Last Thursday of September (Jared Hall)
- ****October**
 - **Stansbury Halloween Festival | TBA**
 - **Rocktober | TBA**
 - **Kicking Cancer's Can | TBA (Overlake)**
- ***November Thankful 5k | TBA**
- December
 - ***Santa Visit Market | Stansbury Clubhouse**
- ****January 1 @ 12 p.m. Ice Breaker | Stansbury Lake**
- ***May TBD Stansbury Lake Clean-Up Event | Stansbury Lake**
- ***June/July Miss Grantsville City & Miss Tooele City Pageants TBA | GHS & THS**
- ****July 4th Parades | Grantsville/Tooele**
- ***Up to 6 additional events arranged at least two weeks in advance by Program Directors (or Royalty and approved by Program Directors) to support the Youth Inspiring Youth Initiative**
- ***Miss Stansbury is required to complete at least 60 hours of total service; Attendants are required to complete at least 50 hours of total service. Service includes event appearances.**

***Required event (all royalty)**

****Flexible event requirement (at least one royal representative, preferably queen)**



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Pageant Day Schedule - 2025

Participants in the **Miss Stansbury Scholarship Program** must be in attendance at all of the following (dates subject to adjustment by Program Directors with notice to contestants):

Parent & Contestant Meeting (Application Due)

- Monday, June 26 @ 6:00 p.m. | Stansbury Clubhouse

Workshops–Mock Interviews, Essay Review, Etc

- Wednesday, July 9 @ 6:00 p.m. | Stansbury Clubhouse (**Optional**)
- Wednesday, July 16 @ 6:00 p.m. | Stansbury Clubhouse (**Optional**)
- Wednesday, July 23 @ 6:00 p.m. | Stansbury Clubhouse (**Optional**)
- Wednesday, July 30 @ 6:00 p.m. | Stansbury Clubhouse (**Optional**)

Dress Rehearsal

- Friday, August 8th @ 6:00-8:00 p.m. | Stansbury High School Auditorium (**Mandatory**)

Competition Date: Saturday, August 9th (All Day) (Mandatory)

- Interviews beginning at 9 AM | Stansbury High School
 - Contestants arrive for the final dress rehearsal at 1 PM
 - Stage Competition begins at 3:00 Stansbury High School Auditorium
-



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Scoring Break Down

Youth Inspiring Youth Essay (15%):

The theme of the Miss Stansbury Scholarship Program is "Youth Inspiring Youth." This one to three-page double-spaced essay is the contestant's opportunity to show what "Youth Inspiring Youth" means to them and how they can impact our community. Contestants should be specific and personal. They should write from their perspective.

Here are some sample "prompt" questions, but contestants do not need to stick to these.

- What improvement does Stansbury Park need and what creative means would you use as Miss Stansbury to accomplish that improvement?
- Why is the theme, "Youth Inspiring Youth" important to you and how would you use the Miss Stansbury platform to inspire those around you?

Individual Interview (25%):

Interviews will be held in person, on the day of the pageant at Stansbury High School. The dress code will be business attire. The duration of the interview will range between 9-10 minutes which is dependent on the number of contestants. Times will be assigned in the parent/contestant meeting held at the Stansbury Club-House on Thursday, June 26th at 6 PM. Sample Interview questions will be provided during this meeting.

Opening Number (Does not affect overall score):

Contestants will collaborate and choreograph an opening number that will be 30-50 seconds long.

On Stage Talent or Skills Demonstration (25%):

- The time limit will be between 60 and 120 seconds, depending on the number of contestants. Program Directors will announce the time limit at the orientation meeting. Contestants will need to provide their materials, costumes, and props.
- Performances must be performed within stage limits with full-stage lighting (no special lighting requests).
- Video/Slideshows are permitted and backlights will be dimmed.
- Supporting Media (Media must be cut/prepared before submission):
 - Must be emailed to Program Directors at the time of application deadline.
 - Title format must be: "Contestant Number_LastName_FirstName_Title" (e.g. 1_Doe_Jane_Singing in the Rain)
 - Music must be submitted in an mp3 format
 - Videos must be submitted in mp4 format
 - Vocal talent backing tracks must be instrumental only

Formal Wear (10%):

Your formal wear should be a reflection of your most confident self.

On-Stage Question (15%):

Questions will be chosen at random. Sample questions will be provided during the contestant/parent meeting



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Dress Standards

As a representative of Stansbury Park, it is imperative that contestants and royalty present themselves in a manner that is modest and appropriate for the situation.

- No visible cleavage or undergarments.
- Skirts, dresses, and shorts must be hemmed and fall at or below mid-thigh.
- No distressed fabrics and no visible words, images, or advertisements.
- Formalwear may be backless, sheer, spaghetti straps, sleeveless or strapless.
- Casualwear may be sleeveless.
- Leggings and athletic wear are not permitted unless appropriate for the activity. (e.g. 5k run)
- Hair color should appear natural.
- Ear piercings should be minimal and dainty. Piercings within the mouth or on the face must be removed during competition and official appearances.
- In general, dress mindfully and appropriately for each activity. (e.g. don't wear a dress and heels to Lake Clean-Up Day)
- Before each event, the Royalty will coordinate their attire and get approval from the Program Directors



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Code Of Conduct

Contestants and members of Miss Stansbury Royalty are expected to conduct themselves properly and respectfully at all times. The list below provides a few do's and don'ts. It is not exhaustive. If Program Directors are alerted to inappropriate behavior, the individual will be notified and consequences may include a warning, reduction of scholarship, dismissal from the Program, and forfeiture of title.

- **Do** display good sportsmanship during the entire competition and Program. Show appreciation to volunteers, judges, etc, and display professional behavior at all competitions and royal events. Your attitude can help create a positive culture for everyone around you. Disrespectful or careless behavior will not be tolerated.
- **Do** be on time for everything. Tardiness will not be tolerated or accommodated.
- **Do** keep Program Directors informed of updates to social media usernames and handles, including any new accounts opened.
- **Don't** speak negatively about a member of royalty (past or present), a contestant, or her family.
- **Don't** show affection with partners while participating in Program activities, especially while in crown/sash. This includes holding hands, kissing, hugging, etc.
- **Don't** display disagreeable behaviors, such as temper tantrums, pouting, or back talk to Program Directors.
- **Don't** use unkind language, including but not limited to rude, ethnic, sexual jokes, cursing, or derogatory slang.
- **Don't** do anything illegal, including but not limited to:
 - Use, sell, and store illegal drugs, cigarettes, vape products, e-cigarettes, alcohol
 - Civil unrest, which includes fighting, picketing, school suspension, shoplifting, theft
- **Don't** post inappropriate behavior online, including on social media. This includes photos or videos of royalty with or without crown and sash doing anything illegal, being unkind, or inappropriate behavior or with any products that would be illegal to use, including drugs, alcohol, or tobacco.



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This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.



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Miss Stansbury Official Contestant Biography Form

Contestant Name:

My favorite hobbies:

Three words that best describe me:

My favorite quote and why:

My career/education ambition:

My favorite personal achievement(s) and why:

What obstacle did you overcome to apply for Miss Stansbury:



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- I understand scholarships will be paid within 30 days following the completion of the year of service.
- I understand that in the Program Director's sole discretion, if a winning contestant is unable to or fails to fulfill her duties (e.g. to attend Required Events or complete service hours) or violates the Code of Conduct, Dress Standards or other reasonable guidelines set forth by the Program Directors from time to time, she may be subject to discipline including a warning, forfeiture of all or part of her scholarship and forfeiture of title.
- I understand the pageant is subject to change based on the Director's discretion and number of participating contestants.

My Parent/Legal Guardian(s) and I further agree to hold The Stansbury Service Agency Board, Employees, Volunteers, Sponsors, and Director/Co-Directors of the Stansbury Park Scholarship Program ("Program"), and all persons, connected thereto in whatever capacity, free and harmless from all claims and liabilities for loss, damages, or injuries suffered by me from any cause whatsoever during my participation in all activities relating to the Program.

I further state that the information provided within this Application and Biography attached hereto is true and correct. I acknowledge that I have read and fully understand the rules and regulations of the Program.

Applicant Signature/Printed Name

Date _____

Parent/Legal Guardian Signature (if under 18)/Printed Name

Date _____



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Miss Stansbury Scholarship Program Application

Applicant Full Name: _____

Date of Birth (mm/dd/yy): _____

Applicant Street Address: _____

Phone Number: _____

Email Address: _____

Online Presence (social media user names/handles, blogs, websites, etc.):

Parent/Legal Guardian Name(s):

Parent/Legal Guardian Phone Number: _____

Email address: _____

I certify the following:

- My primary residence is within the Stansbury Service Agency
 - If I attend college outside the area, I must maintain a primary residence in Stansbury
 - If in the case of joint custody, at least one custodial parent lives in Stansbury
- I am a young woman aged 14-18 years old (as of the competition date)
- I have never been married
- I have never been convicted of any crime and have no pending criminal charges

I understand and agree to the following:

- I have received the Miss Stansbury Scholarship Program Information (the "Packet") and commit to adhere to the Code of Conduct, and Dress Standards and attend all Required Events, which may, along with other sections, change from time to time in the sole discretion of the Program Directors with notice to applicant.
- I understand that program directors will review my online presence, including social media profiles, and may require that some posts be edited or deleted to comply with the spirit of the Code of Conduct.
- I understand that in the case of a tie score, tabulators will look at the score from the judges' Overall Impression and if a tie still exists, Onstage Interview, Private Interview, Talent, Essay, and Formal Wear in that order.
- If selected as royalty, I pledge to perform the required hours of service, as approved by Program Directors, including time spent at Required Events
- I permit photos/videos of me to be used by the Program Directors and Stansbury Service Agency electronically and in print for any official purpose, such as publicity, program booklet, historical records, etc.
- I understand scholarship funds are to be used for the contest winner only and cannot be donated or assigned.

Legal Guardian Initial: _____ Date: _____

Contestant Initial: _____ Date: _____



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Application Process

Prospective contestants must submit **ALL** of the following application materials to the Program Directors by the deadline. No exceptions will be given. Any missing materials will result in disqualification from the program.

Application Materials

- Miss Stansbury Scholarship Program application & information packet
(signed/initialed)*must use black ink
- Biography form
- Transcript biography (6-8 sentences about you, that will be published with a headshot)
- Essay (*essay prompt below)
- Talent material (music, video, slideshow, etc)
- Headshot
 - High-quality digital file for 8x10 printing (at least 3000x2400 pixels or approx 4MB)
 - Color
 - Head and shoulders only
 - Portrait orientation
 - Simple background and modest attire (i.e. no other people/animals/props/etc.)



STANSBURY SERVICE AGENCY

Parks and Recreation

Ice Shack Lease Agreement

Business Name: _____

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

Lessee's Email: _____ Lessee's Phone: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Effective Start Date of this Lease Agreement: _____

End Date of this Lease Agreement: _____,

where the resulting time period between the two dates mentioned above will be referred to as the "Lease Term".

IN CONSIDERATION of the terms, covenants and conditions stated herein, and for other good and valuable consideration the sufficiency of which is hereby acknowledged, the Stansbury Service Agency ("Service Agency") and the above-named Lessee hereby enter into this Lease Agreement ("Agreement"). (The Service Agency and Lessee are sometimes referred to herein individually as a "Party" or collectively as the "Parties".)

Terms of the Agreement:

Grant of Lease; Leased Lease Premises: The Service Agency hereby leases to Lessee a designated area on the parking lot for the Stansbury Park Clubhouse located at 1 Country Club, Stansbury Park, UT 84074, designated as the cement pad adjacent to the sidewalk that leads into the Clubhouse on the east side of the building to be used for placement of the Ice Shack (the "Ice Shack Pad"), as well as the Clubhouse shed located adjacent to the sidewalk just prior to the east facing entry to the Clubhouse to be used for storage of paddle boards, kayaks and other flotation devices ("Ice Shack Rental Items"), and other equipment items associated with Lessee's Ice Shack and rental business (the "Shed"), all as more particularly identified and depicted on **Exhibit A** attached (collectively, the "Lease Premises"). Utilities with appropriate connections and dumpster access will also be provided by the Service Agency in connection with this Lease ("Utilities"). Lessee hereby acknowledges, understands and agrees that the remainder of the Clubhouse parking lot shall at all times be available during the Lease Term for use by the Service Agency and the general public in connection with parking for the Stansbury Golf Course, Stansbury Lake, Swimming Pool, and other public purposes, and for Service Agency facilities, operations and activities.

Use of the Lease Premises: Lessee shall have the right to use the Lease Premises for the purpose of making and selling shaved ice, snow cones, and other related confections, for rental of the Ice Shack Rental Items, and for storage of items associated with the Lessee's business. The Lessee has inspected the Lease Premises and accepts it in its "AS IS," "WHERE IS" condition, with no warranties, express or implied, and has found and determined that the Lease Premises is acceptable for the operation by Lessee's related purposes on the Lease Premises as set forth herein. At the expiration of the Lease Term, Lessee will leave the Lease Premises in the same or better condition than its condition as it existed upon commencement of use by Lessee as determined by the Service Agency. Lessee may not make any alterations to the Lease Premises in order to conduct its business or for any other purpose except as shall be authorized in writing by the Service Agency. Lessee, at its sole expense shall, at all times during the Lease Term keep and maintain the Lease Premises in a clean, neat and orderly manner, and upon written notice from Service Agency, and repair any damage to the Lease Premises caused by or related in any way to Lessee's occupation and use of the Lease Premises pursuant to this Agreement.

Independent Contractor. The Parties hereby acknowledge and agree that Lessee shall perform its business on the Lease Premises as an independent contractor and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. with the understanding that (i) no one under the employ of Lessee or assisting Lessee will be supervised

by Service Agency officers or personnel; (ii) except as provided herein, the Service Agency will not furnish facilities or services to the Lessee in connection with its business and that Lessee shall utilize its own facilities and equipment as necessary in performing its business; and (iii) all employees of Lessee engaged in Lessee's business on the Lease Premises shall be paid by Lessee and Lessee shall be solely and entirely responsible for the acts and performance of said employees, subcontractors and agents in connection with its business.

Compliance with Applicable Law. Lessee will comply with all applicable federal state, county, and municipal laws, ordinances, regulations, rules and the applicable rules, regulations and policies of the Service Agency, which may be in any way applicable to its operations. The Lessee shall not use or permit the use of the Lease Premises in violation of any such law, ordinance or regulation applicable thereto.

Licensing and Permitting: Lessee 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 purpose as required by applicable law.

Payment of Taxes and Other Assessments: Lessee shall during the Lease Term pay when due all taxes and other assessments related to the operation of its business on the Lease Premises, including but not limited to all sales or other taxes assessed on the operation of the said business, and hold the Service Agency harmless from any payment pertaining to the same.

Waiver and Release. Lessee knowingly and voluntarily assumes full responsibility for all risks of bodily injury, death and/or property damage, associated with the entry upon, use or occupancy of the Lease Premises by Lessee and Lessee's guests, invitees and other third parties. hereby waives, releases and discharges the Service Agency, and its officers, employees and agents, and each of them from all liability for any and all loss or damage, and any claim or damages resulting therefrom, on account of injury to by Lessee, or any of Lessee's guests, invitees and other third parties, including death, attributable to or arising out of any cause whatsoever, in connection with the Undersigned's presence and use of the Lease Premises and the rental of any Ice Shack Rental Items. The Lessee expressly agrees that this waiver and release is intended to be as broad and inclusive as permitted by the laws of the State of Utah, and that if any portion hereof, for any reason, is held to be invalid or otherwise unenforceable, it is agreed that the remaining portion shall, notwithstanding, continue in full legal force and effect. 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.

Indemnification: Lessee shall indemnify, hold harmless and defend Lessor and its directors, officers, shareholders, agents, representatives, and consultants (collectively, the "Indemnitees"), from and against any loss, damage, injury, accident, fire or other casualty, liability, claim, cost or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, including the property of the Indemnitees, (individually a "Claim" or collectively, the "Claims"), arising from or relating to: (i) any use of the Lease Premises by Lessee for the purposes set forth herein; (ii) any act or omission of Lessee or any of Lessee's agents, (iii) any bodily injury, property damage, accident, fire or other casualty to or involving Lessee and its personal property within the Leased Premises and/or adjacent areas or resulting from the use of any item rented from the Lessee, or otherwise sustained by Lessee, or any of Lessee's guests, invitees and other third parties, on any basis of liability, in tort or otherwise, which arises out of or is attributable in any way to their entry upon, use or occupancy of the Leased Premises or the exercise of Lessee's rights and privileges under this Agreement; (iv) any violation or alleged violation by Lessee of any law or regulation now or hereafter enacted, (v) the failure of Lessee to maintain the Leased Premises in a safe condition, (vi) any loss or theft whatsoever of any property or anything placed or stored by Lessee on or about the Leased Premises and/or adjacent areas, (vii) any breach by Lessee of its obligations under this Agreement, and (viii) any enforcement by Lessor of any provision of this Agreement and any cost of removing Lessee from the Leased Premises or restoring the same as provided herein. The foregoing indemnity shall not apply to the extent any such Claim is ultimately established by a court of competent jurisdiction to have been caused solely by the grossly negligent or willful misconduct of the Indemnitees. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Agreement, so long as the event for which the indemnification is needed occurred prior to such expiration or termination.

Insurance. The Lessee shall provide a Certificate of Insurance evidencing insurance coverage in conformance with the following:

- 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. Lessee 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 Immunity Act, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.
- c. Workers Compensation as required by the State of Utah with employer's liability insurance limits written as follows:
 - i. Bodily Injury by Accident \$500,000.00 each accident;
 - ii. 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 Lessee, its employees, agents and subcontractors.
- d. 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 Lessee 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, Lessee 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.
- e. The Lessee'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.
- f. For any claims related to this Agreement, Lessee'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 Lessee's insurance and shall not be contributed with it.

Garbage Control and Disposal. The Lessee shall have an obligation to properly dispose of and keep the Lease Premises, and areas within 100' radius of the Lease Premises, as depicted on Exhibit B attached, free from refuse, including garbage, trash, debris, flammable materials, as defined in the International Fire Code, or any deleterious or unsightly material, objects, or structures. The Lessee shall provide and use suitable covered receptacles for all garbage and refuse generated in connection with their business. The Service Agency will supply garbage bags at the bottom of the garbage cans to be used by the Lessee when emptying the garbage. Only while the Lessee is actively open and operating, the Lessee will remove all garbage and refuse from the garbage cans at the top and bottom of the stairs adjacent to Lease Premises three times a day, beginning, middle, and end of the business day.

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

Access to Restrooms. The Service Agency shall provide access to restrooms for Lessee during normal business hours of Service Agency at the Pool, Club House, and Golf Course.

Rent. Rent due and owing for the use and occupancy of the Lease Premises ("Rent") shall be payable by Lessee directly to the Service Agency, without right of offset or demand, in the following minimum amounts:

Ice Shack Pad: **\$900/month** (for 5 months, during the period Apr 15-Sep 15, but can operate outside of said dates at a rate of \$30 per day)

Shed: **\$60/month** (leased annually)

Utilities: **\$100/month** (for 5 months, during the period Apr 15-Sep 15)

The minimum, combined Rent, including collectively the Rent for the Ice Shack Pad, the Rent for the Shed and Rent for Utilities (the "**Combined Rent**"), shall increase by 5% annually on April 1st, as shown in the following "Combined Rent Adjustment Schedule:

COMBINED RENT ADJUSTMENT SCHEDULE

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Total	Annual Increase
2025	-	-	-	\$560.00	\$1,060.00	\$1,060.00	\$1,060.00	\$1,060.00	\$560.00	\$60.00	\$60.00	\$60.00	\$5,540.00	
2026	\$60.00	\$60.00	\$60.00	\$588.00	\$1,113.00	\$1,113.00	\$1,113.00	\$1,113.00	\$588.00	\$63.00	\$63.00	\$63.00	\$5,997.00	5%
2027	\$63.00	\$63.00	\$63.00	\$617.40	\$1,168.65	\$1,168.65	\$1,168.65	\$1,168.65	\$617.40	\$66.15	\$66.15	\$66.15	\$6,296.85	5%
2028	\$66.15	\$66.15	\$66.15	\$648.27	\$1,227.08	\$1,227.08	\$1,227.08	\$1,227.08	\$648.27	\$69.46	\$69.46	\$69.46	\$6,611.69	5%
2029	\$69.46	\$69.46	\$69.46	\$680.68	\$1,288.43	\$1,288.43	\$1,288.43	\$1,288.43	\$680.68	\$72.93	\$72.93	\$72.93	\$6,942.25	5%
2030	\$72.93	\$72.93	\$72.93	\$714.71	\$1,352.85	\$1,352.85	\$1,352.85	\$1,352.85	\$714.71	\$76.58	\$76.58	\$76.58	\$7,289.39	5%
2031	\$76.58	\$76.58	\$76.58	\$750.45	\$1,420.49	\$1,420.49	\$1,420.49	\$1,420.49	\$750.45	\$80.41	\$80.41	\$80.41	\$7,653.86	5%
2032	\$80.41	\$80.41	\$80.41	-	-	-	-	-	-	-	-	-	\$241.23	

The Combined Rent shall be due by the first of each month. If payment is not received by the 5th day of the month, a payment penalty of \$5/day will be assessed from the due date until the amount is paid in full. In this regard, all delinquent rental payments made shall be applied first toward delinquent balance due and the remaining toward current rental payments.

Fees. If all garbage and refuse within 100' radius of the Premise are not disposed of by the end of the Lessee's business day and/or garbage cans have not been emptied as per schedule in Garbage Control and Disposal, a clean-up fee calculated at an hourly rate of \$35/per hour for Stansbury Service Agency personnel will be assessed to clean up the area. The hourly rate will be increased by 5% at each renewal period. If Lessee elects to terminate the Agreement prior to the end of the Lease Term, the Lessee will pay a three-month penalty fee calculated at the then current rental rate for the Ice Shack Pad and Shed. This early termination penalty fee may be waived if the Service Agency and Lessee mutually agree in writing upon termination of the Agreement.

Sublet/Assignment: The Lessee may not transfer or assign this Agreement, or any right or interest hereunder, or sublet said leased Lease Premises or any part thereof.

Exclusivity: The Service Agency agrees that, with the exclusion of the Stansbury Service Agency, within the geographical boundaries as depicted on Exhibit C attached (650' radius from Lease Premises), no other vendor, business, or entity shall have the right to sell or offer shave ice, snow cones as more than 25% of their sales, nor shall any other vendor, business, or entity have the right to rent paddle boards, kayaks, or flotation devices. The Lessee shall have exclusive rights to sell shaved ice and rent paddle boards, kayaks, and flotation devices within this designated area for the duration of the lease term. The Service Agency further agrees not to grant permission to any other business or vendor to sell shaved ice, snow cones, or to rent paddle boards, kayaks, or flotation devices within the specified area during the lease period. This exclusivity shall remain in effect for the entire term of this lease, unless otherwise agreed upon in writing by both parties.

Termination, Default and Possession: If payment is not received within 15 days of the due date, it will be considered a breach of contract. The Service Agency may declare the Lease terminated and may immediately take possession of any Lessee's personal property, equipment, or fixtures left on the Lease Premises, which items may be held by the Service Agency as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Agreement. It is further agreed that if the Lessee is in default, the Service Agency shall be entitled to take any and all action to protect its interest in the personal property and equipment to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Service Agency in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Service Agency may expressly undertake all reasonable preparations and efforts to release the Lease Premises, not limited to, the removal of all inventory, equipment, or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so. However, it is obligated in the interim to undertake reasonable steps and procedures to

safeguard the value of the Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Service Agency may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available. If any legal action has to be instituted to enforce any terms or provisions under this Agreement, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all costs of said action.

Time of the Essence. Time is of the essence for purposes of this Agreement.

Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all other prior agreements, understandings, statements, representations and warranties, oral or written, express or implied, by and among the Parties and their respective affiliates, representatives and agents in respect of the subject matter hereof.

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

Incorporation of Exhibits. All exhibits attached hereto are incorporated into and made a part of this Agreement.

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

Signature: _____ Date: _____
Lessee

Signature: _____ Date: _____
Stansbury Service Agency (Service Agency)

EXHIBIT A



EXHIBIT B

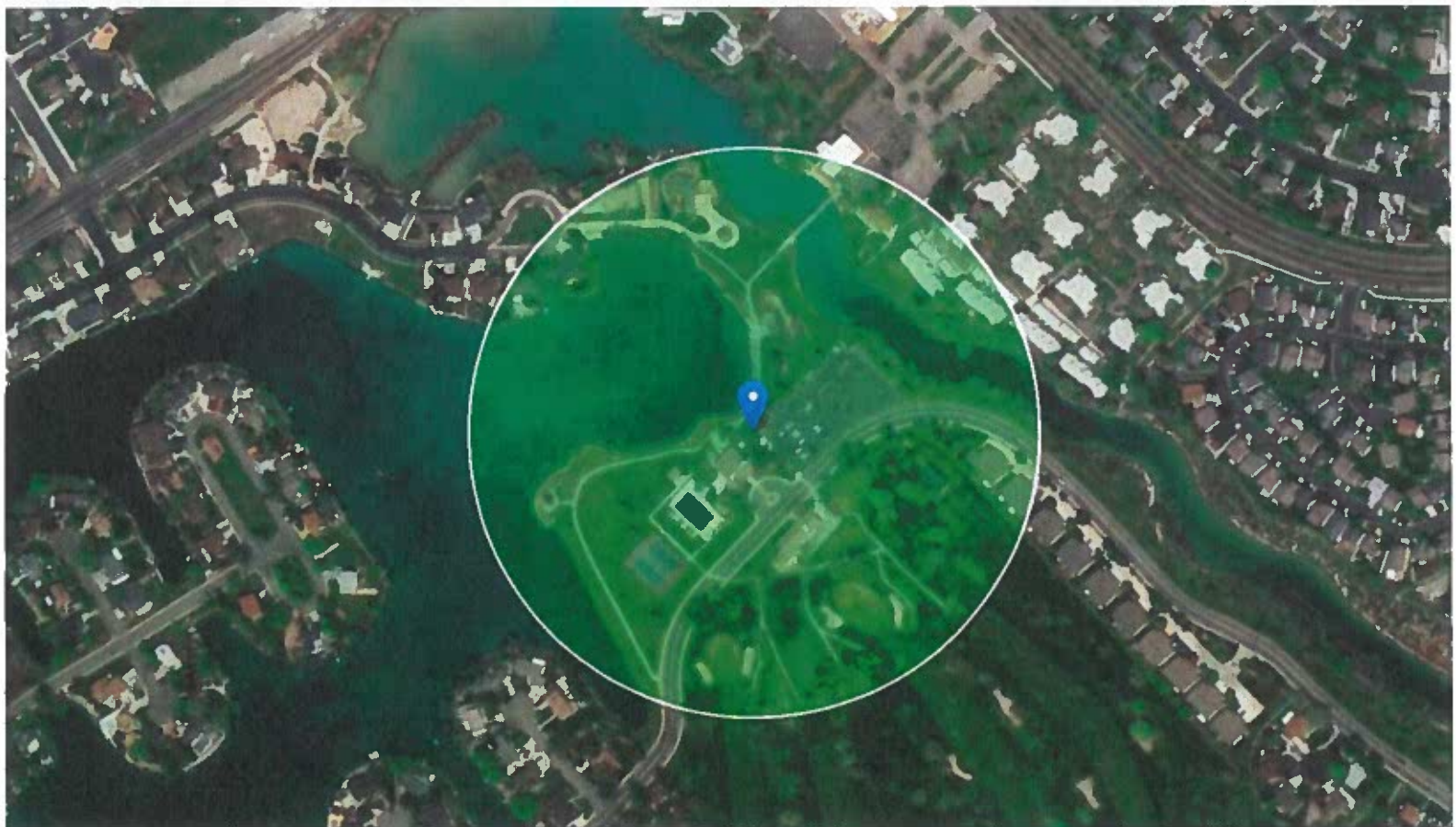


EXHIBIT C

