

STANSBURY GREENBELT SERVICE AREA OF TOOELE COUNTY

Resolution No. 2026 - 01

A RESOLUTION ADOPTING THAT CERTAIN AMENDED AND RESTATED INTERLOCAL AGREEMENT (CREATING THE STANSBURY SERVICE AGENCY), AND RELATED MATTERS

WHEREAS, pursuant to the relevant provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act"), public agencies are authorized to enter into mutually advantageous agreements for joint and cooperative action including to provide services they are each authorized by statute to provide and otherwise do anything that they are each authorized by statute to do, including, without limitation, the sharing of tax and other revenues; and

WHEREAS, the Stansbury Recreation Service Area of Tooele County (the "Recreation Service Area"), and the Stansbury Greenbelt Service Area of Tooele County (the "Greenbelt Service Area"), are "public agencies" as defined for purposes of the Act; and

WHEREAS, under authority and in conformance with the requirements of the Act, the Recreation Service Area and the Greenbelt Service Area entered into an Interlocal Agreement (Creating the Stansbury Service Agency), dated August 2, 1992 (the "Original Agreement"), and the Stansbury Service Agency (the "Service Agency") created thereby has continuously operated pursuant to and in conformance with the authority and terms of the Original Agreement since that date; and

WHEREAS, after careful analysis and consideration of relevant information, the respective Boards of Trustees of the Recreation Service Area and the Greenbelt Service Area have determined that is necessary to update the Original Agreement so as to be consistent with subsequent changes in Utah law and to make necessary clarifications and additions to the terms thereof so as to improve the administration and functionality of the Service Agency; and, accordingly, said boards have jointly prepared an Amended and Restated Interlocal Agreement (Creating the Stansbury Service Agency), attached as EXHIBIT "A" hereto and incorporated by reference as though fully set forth herein (the "Amended Interlocal Agreement"), which upon execution by the Recreation Service Area and the Greenbelt Service Area and the filing thereof in the office of the service areas shall replace and supersede the Original Agreement in its entirety; and

WHEREAS, Section 11-13-202.5 of the Act requires that the Amended Interlocal Agreement be approved by resolution of the legislative body of each public agency party to said agreement, in this case the Board of Trustees of the Greenbelt Service Area (the "Board");

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the Board, as follows:

1. The Amended Interlocal Agreement is hereby approved and the Board Chair is hereby authorized to execute the same for and on behalf of the Greenbelt Service Area.
2. Pursuant to Section 11-13-202.5 of the Act, the Amended Interlocal Agreement has been submitted to legal counsel of the Greenbelt Service Area for review and approval as to proper form and compliance with applicable law.

3. Pursuant to Section 11-13-209 of the Act and upon full execution of the Amended Interlocal Agreement, a duly executed original counterpart thereof shall be filed immediately with the service area clerk, the keeper of records of the Service Area.

4. Upon full execution of the Amended Interlocal Agreement, the service area's clerk shall, on behalf of the Greenbelt Service Area publish or cause to be published a notice of the Amended Interlocal Agreement, in the form attached as EXHIBIT "B" hereto, as a Class A notice under Section 63G-30-102 for 30 days, and make a copy of the Amended Interlocal Agreement available for public inspection at the Service Area's offices during regular business hours for a period of at least 30 days following publication of the notice.

5. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED by the Board this 8 day of April, 2026.

**STANSBURY GREENBELT SERVICE AREA
OF TOOELE COUNTY**

By: 
Board Chair

Attest:


Clerk

EXHIBIT "A"

**Amended and Restated Interlocal Agreement
(Creating the Stansbury Service Agency)**

AMENDED AND RESTATED INTERLOCAL AGREEMENT

(Creating the Stansbury Service Agency)

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT

(“Agreement”) is made and entered into as of this 8 day of April, 2026 (the “Effective Date”), by and between the Stansbury Recreation Service Area of Tooele County, a Utah Special District and political subdivision of the State of Utah organized and existing pursuant to authority of the Utah Special District Act, currently codified at §17B-2a-901 et seq., and the applicable provisions of §17B-1-101 et seq., Limited Purpose Local Government Entities - Special Districts, Utah Code Ann., 1953, as amended (hereinafter the “Recreation Service Area”), and the Stansbury Greenbelt Service Area of Tooele County, a Utah special district and political subdivision of the State of Utah organized and existing pursuant to authority of the Utah Special District Act, currently codified at §17B-2a-901 et seq., and the applicable provisions of §17B-1-101 et seq., Limited Purpose Local Government Entities - Special Districts, Utah Code Ann., 1953, as amended (hereinafter the “Greenbelt Service Area”). The Recreation Service Area and the Greenbelt Service Area are sometimes referred to herein collectively as the “Service Areas.”) Unless otherwise stated herein, all statutory references are to Utah Code Ann., 1953, as amended (the “Utah Code”), and shall apply to and be governed by all subsequent amendments thereto.

This Agreement amends, restates, and supersedes, in its entirety, the original Interlocal Agreement Creating the Stansbury Service Agency, dated August 2, 1992 (the “Original Interlocal Agreement”). The purpose of this amendment is to update the Original Interlocal Agreement so as to be consistent with subsequent amendments to the applicable provisions of the Utah Code and to make necessary clarifications and additions.

WITNESSETH

- A. The Recreation Service Area was established for the purpose of providing recreation services and owning, operating, and maintaining the golf course, clubhouse, swimming pool, sailing lake, playgrounds, and all equipment, facilities, and grounds related thereto, within the boundaries of said Service Area in Stansbury Park, Utah; and
- B. The Greenbelt Service Area was established for the purpose of owning, operating and

maintaining the open space, greenbelt lands, parks, and all equipment, facilities and grounds related thereto, within the boundaries of said Service Area in Stansbury Park, Utah, with cemetery service being duly added to the Service Area's purposes and responsibilities in 2014: and

- C. The boundaries of the Service Areas are coterminous to each other, and the Service Areas, in the beginning, shared employees and other resources in providing their respective municipal services to residents and visitors within Stansbury Park; and
- D. The respective Boards of Trustees of the Service Areas, at the time the Original Interlocal Agreement was executed, each found and determined that there was mutual advantage and benefit of economies of scale, economic development and utilization of resources in cooperating with each other in jointly planning, financing, operating, maintaining, repairing and replacing, as necessary, the resources and assets of the Service Areas in and for the common interest and good of the those served in Stansbury Park, and the respective Boards of Trustees of the Service Areas hereby find, determine and confirm that the mutual advantages and benefits in doing so remain and are to be continued; and
- E. Utah state law provides that, pursuant to the provisions of the Utah Interlocal Cooperation (the "Interlocal Act"), §11-13-101 et seq., Utah Code Ann., 1953, as amended, any power or powers, privileges or authority exercised or capable of exercise by a public agency of the state (defined as any political subdivision of the state, including special districts of various kinds), may be exercised and enjoyed jointly with any other public agency, and that any two or more public agencies may enter into agreements with one another for joint and/or cooperative action pursuant to the Interlocal Act; and
- F. The Boards of Trustees of the respective Service Areas originally found and determined, as set forth in the Original Interlocal Agreement, and each of said Boards hereby finds, determines and confirms it to be in the best interest of the public that the Original Interlocal Agreement be amended and restated as set forth herein, whereby the Stansbury Service Agency duly established in the Original Interlocal Agreement be and remain in place as a separate legal and administrative entity established under and pursuant to the Interlocal Act in order to accomplish the purpose and maximize the benefits of their joint and cooperative

Interlocal Action, including, without limitation, the undertaking and financing of the services to be provided by, and for the ongoing operation, maintenance, repair and replacement of all buildings, facilities, equipment, grounds, and all other resources and assets which are the properties and assets of the respective Service Areas, in accordance with and pursuant to the terms and provisions of this amended and restated Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Service Areas, and pursuant to the powers granted each by the Constitution, the Interlocal Act, and other statutes and laws of the State of Utah, the Service Areas hereby mutually agree as follows:

I. ESTABLISHMENT OF THE STANSBURY SERVICE AGENCY

A. Creation and General Powers

The establishment of the Stansbury Service Agency (“Agency”), which was duly accomplished pursuant to the Original Interlocal Agreement in conformance with the requirements of the Interlocal Act then in effect, and which has operated continuously since that time, is hereby ratified and confirmed as a separate legal and administrative entity, in conformance with and under the authority of the applicable provisions of Title 11, Chapter 13, Parts 202 and 212 of the Interlocal Act, for the purpose joint and cooperative action in undertaking and financing the services to be provided by the two Service Areas, and for the ongoing operation, maintenance, repair and replacement of all buildings, facilities, equipment, grounds, and all other resources and assets which are the properties and assets of the two Service Areas, as more particularly set forth herein. The Agency may also conduct business as Stansbury Parks and Recreation.

B. Power and Authority of the Agency

1. The respective Boards of Trustees of the Service Areas hereby jointly and severally confer upon and delegate to the Agency all such rights, duties, powers, privileges and authority which, under the laws of the State of Utah are exercised or may be capable of being exercised by each of the respective Service Areas, and which may be delegated to the Agency through this Agreement pursuant to the Interlocal Act.

2. The enumerated powers of the Agency shall include, without limitation, the power to:
- a) provide recreation and greenbelt services within the boundaries of the Service Areas;
 - b) own, acquire, construct, operate, maintain, and repair or cause to be constructed, operated, maintained, and repaired any and all buildings, facilities, equipment, grounds and all improvements thereto, associated with such services;
 - c) employ and fix the terms and compensation of all employees, agents, and representatives, and to purchase, contract for, lease, or otherwise deal with real and personal property, to apply for and obtain the necessary licenses, permits, or consents from all governmental entities or other persons necessary to carry on the business of accomplishing the purposes of the Agency;
 - d) impose and collect impact fees consistent with the purposes authorized under and subject to the requirements of the Utah Impact Fees Act, §11-36a-101 et seq.; and borrow money or incur indebtedness, issue revenue bonds or notes for the purpose for which the Agency is created, assign, pledge, or otherwise convey as security for the payment of any such bonded indebtedness, the revenues and receipts from any such services, and the buildings, facilities, equipment, grounds and improvements related thereto, which assignment, pledge, or other conveyance may rank prior in right to any other obligation except taxes or payments in lieu thereof as provided in the Interlocal Act;
 - e) sell or contract for the sale of the product of such services and the buildings, facilities, equipment, grounds and improvements related thereto;
 - f) adopt and/or amend such rules, regulations and penalties as are deemed necessary for providing the respective services of the Service Areas and the orderly and proper operation and maintenance of the buildings, facilities, equipment, grounds and all improvements thereto, and in accomplishing the

business of the Agency, and to initiate and pursue actions in the name of the Agency for violations of any applicable laws, lawful rules and regulations which the Board of Directors, as defined below, may adopt for the purpose of accomplishing the purpose of the Agency as well as to protect the contractual, statutory and other legal rights of the Agency in its best interest;

- g) render services or acquire facilities or improvements in excess of those required to meet the needs or requirements of the individual Service Areas hereto, if it is determined to be necessary to accomplish the purposes and realize the benefits for which the Agency is organized; and
- h) exercise all other rights, duties, powers, privileges, and obligations enumerated in the Interlocal Act, including, without limitation, the power to sue and be sued, and withholding only the power to directly levy and collect ad valorem taxes and to call and hold elections for the election of the trustees of the respective Service Areas.

C. Governing Board

1. The Agency shall be governed by a governing Board of six (6) directors (the “Board of Directors”, “Director”, or “Board”), which shall be composed of the three members of the Board of Trustees from the Recreation Service Area and three members of the Board of Trustees from the Greenbelt Service Area. The Service Areas shall hold elections, as provided by law, for the election of members to their respective Boards of Trustees, which Boards of Trustees shall be separate and distinct from the Agency’s Board of Directors. The Board of Directors of the Agency shall be governed by and act in conformance with the applicable provisions of the Interlocal Act in the governance of the Agency. The Boards of Trustees of the Service Areas shall be governed by and act in conformance with the applicable provisions of Utah Code §17B-1-101 et seq. and §17B-2a-101 et seq., Limited Purpose Local Government Entities - Special Districts (collectively, the “Special District Statutes”)

2. Each Director's term of office for the members of the Board of Directors of the Agency shall be equal to said Director's term of office as a trustee of the respective Service Area Board to which the member has been elected.
3. Each Director shall be entitled to receive compensation for their service on the Board of Directors in conformance with the provisions of §11-13-403(1)(a) of the Interlocal Act, with the understanding that in so doing they will not take compensation for their service on the Board of Trustees for the service area which they represent. The amount of compensation shall (i) be established in connection with the adoption of the Agency's annual budget, (ii) be specifically identified for each member in the tentative budget and (iii) be approved at the public meeting at which the budget is adopted in conformance with the provisions §11-13-403(1)(b) of the Interlocal Act. Members may be reimbursed for the actual cost of travel and other expenses incurred while serving as a member of the Board of Directors, subject to and in conformance with the provisions of §11-13-403(2) of the Interlocal Act, as may be amended from time-to-time.

D. Officers

The Board of Directors shall appoint the following officers of the Agency:

1. The Board of Directors shall appoint from among its members a chairperson and a vice chairperson. The Board shall also appoint a clerk and treasurer, either of whom may be a Board member, or an Agency staff member, each of whom shall serve for a term of one (1) year. No person may simultaneously hold more than one office. The officers may serve for multiple terms at the pleasure of the Board of Directors. Any officer of the Board of Directors may be removed from their appointed office by majority vote of the entire Board whenever, in its judgment, the best interests of the Agency would be served thereby, but in no event shall such removal be made without just cause or without giving the officer reasonable opportunity to justify the questioned action. The respective duties of the officers are set forth below.
2. The Chairperson shall be the presiding officer of the Board of Directors and shall

have general powers to carry out the policies and objectives of the Agency established hereby and by the Board of Directors. The Chairperson shall; (i) call and preside at all meetings of the Board of Directors; (ii) prepare the order of business for all meetings with due regard to expediting the business for all meetings and including therein, any matters which may be ordered by the Board of Directors; and (iii) have such other and further duties as may from time-to-time be established by the Board of Directors of the Agency.

3. The Vice Chairperson shall perform the duties and exercise the powers of the Chairperson during the absence or inability of the Chairperson to act. The Chairperson may delegate to the Vice Chairperson such other responsibilities as the Chairperson may deem appropriate.
4. The Treasurer shall be the custodian of all money, bonds, or other securities of the district, and shall, in consultation with Agency staff : (i) determine the cash requirements of the Agency and provide for the deposit and investment of all funds of the Agency in conformance with the procedures and requirements of Title 51, Chapter 7, State Money Management Act; (ii) receive all public funds and money payable to the Agency within three business days after collection, including all taxes, licenses, fines, and intergovernmental revenue; (iii) keep an accurate detailed account of all money received under Subsection I.H.(3)(b) as required herein and as directed by resolution of the Agency's Board of Directors; and (iv) collect all special taxes and assessments in conformance with applicable Utah Code 17B-1-633.
5. The Clerk shall: (i) be responsible for keeping a faithful, correct, and full record of the minutes of the Board of Directors; (ii) be responsible for acting as custodian of, and faithfully keeping all records of the Board of Directors; (iii) be responsible for the giving of all notices and attending to all correspondence which may be ordered by the Board of Directors or Chairperson; (iv) be responsible for maintaining all financial records, not over expending the budget, and presenting a detailed financial report at least quarterly; (v) and shall perform such other duties as may be generally

attributable to the office of clerk as directed by the Board of Directors and per Utah Code 17B-1-631-632.

E. Voting

Each member of the Board of Directors shall be entitled to one vote on all matters that come before the Board for a decision, and all issues shall be decided by majority vote of a quorum present (either in person or electronically). A quorum for the transaction of business at any meeting shall consist of not less than a majority of the members of the Board of Directors.

F. Board Meetings

1. The Board of Directors shall hold such regular meetings as it shall determine necessary for the conduct of and proper handling of Agency business.
2. The Agency is subject to the Utah Open and Public Meeting Act, §52-4-101 et seq. Utah Code Ann., 1953, as amended (the "Open Meetings Act"), and all requirements pertaining to Agency meetings as set forth in the Open Meetings Act including, without limitation, the requirement that meetings be open to the public, and all notices of meetings shall be published in conformance with the requirements of the Open Meetings Act.

G. Ownership of Assets

Title to the properties and assets owned by each of the respective Service Areas prior to the establishment of the Agency shall be and remain vested in each of the Service Areas, respectively, during the term of this Agreement. As determined by the Board of Directors, and in conformance with the provisions of §11-13-204(1)(a)(ii)(E) of the Interlocal Act, the Agency shall have the power to acquire additional property and assets, real or personal, or an undivided, fractional or other interest therein, in its own name and in its sole discretion, to be necessary or convenient for the purposes set forth in this Agreement, but has no legal obligation to do so. All properties and assets of the Service Areas and the Agency shall be operated and maintained by the

Agency in conformance with this Agreement.

H. Financing of Agency Operations

1. The cost of operations and the conduct of the business of the Agency shall be funded and financed from the contribution of all funds of the Service Areas as appropriated by the Boards of Trustees of the Service Areas as set forth below, and from revenues obtained from user and other fees and charges imposed by the Board of Directors for the services rendered by the Agency, and from other sources such as grants, loans, revenue bonds and legally imposed fees and charges.
2. In conformance with the Interlocal Act, the Agency shall not have the power to levy any form of tax on any property, real or personal, or upon any individual.
3. The Agency shall operate on a budget and keep its books and financial records on the same calendar year or fiscal year basis as Tooele County in conformance with all requirements of Part 5 of the Interlocal Act, Fiscal Procedures for Interlocal Entities. The budget of the Agency shall be established and maintained by the Board of Directors of the Agency, and shall provide for the payment of all lawful expenditures of the Agency in conformance with the appropriations made within the budget, including, but not limited to, administration, construction, operation, and maintenance, and reserve expenditures as appropriate, subject to the following procedures:

a) Recreation Service Area And Greenbelt Service Area Budgets; Submittal To The Agency

- (1) The Board of Trustees of the Stansbury Recreation Service Area and the Board of Trustees of the Stansbury Greenbelt Service Area, in conformance with the requirements of the fiscal and budget procedures set forth in Title 17B, Chapter 1, Parts 6 and 7 of the Utah Code (the "Fiscal Statute"), shall each: (i) on or before the first meeting in August of each year make a determination, in consultation with the Board of Directors of the Agency,

whether and to what extent it is deemed necessary or expedient, given the fiscal requirements of the Agency, for the Service Areas to levy taxes at a rate that exceeds the certified tax rate for the subsequent fiscal year so as to ensure the implementation of the tax increase in compliance with the statutory requirements set forth in the applicable provisions of the Fiscal Statute and Title 59, Chapter 2, Part 9 of the Utah Code (the "Tax Levy Statute"); and (ii) in accordance with the provisions of §17B-1-607 of the Fiscal Statute, on or before the first regularly scheduled meeting in November of each year, prepare their respective tentative budgets for the subsequent fiscal year for both of the two Service Areas in conformance with the applicable provisions of the Fiscal Statute, and submit a copy of the same to the Agency.

- (2) The tentative budgets of the Recreation Service Area and the Greenbelt Service Area shall set forth an estimate of the revenues available for each of the two Service Areas for the ensuing budget year, and shall, as authorized pursuant to §11-13-215 of the Interlocal Act, each expressly specify that 100% of the anticipated revenues for the Recreation Service Area and 100% of the anticipated revenues for the Greenbelt Service Area shall be appropriated for transfer to the Agency to be utilized by the Agency as Agency revenues to be appropriated by the Agency's Board of Directors pursuant to the Agency's budget for the ensuing year in accomplishing the purposes for which the Agency has been established.
- (3) Public hearings and all other requirements budgetary requirements set forth in the Special District Statutes pertaining to tentative budgets and the adoption by the Recreation Service Area and the Greenbelt Service Area of their respective final budgets shall be accomplished by each of the two Service Areas, as set forth in §H.3(c) below, all in separate meetings convened by each of the two Service Areas, duly noticed and scheduled in conformance with the Open Meetings Act all in conformance with all applicable requirements of the fiscal, budget and tax levy procedures set

forth in the Fiscal Statute and the Tax Levy Statute, as may be amended from time-to-time.

b) Stansbury Service Agency Budget

- (1) The Agency budget will be developed based on the revenues required to satisfy the operational requirements of the Agency as well as the cost of improvements deemed necessary or desirable by the Agency's Board of Directors in consideration of the projected revenues to be received from the two Service Areas pursuant to Section H.3(a)(1) above. The projected budget requirements shall be developed by the Board of Directors early in the budget cycle, thereby allowing the Service Areas sufficient time to determine whether a tax increase is needed and to plan their respective procedures and budgets accordingly.

- (2) In conformance with the provisions of §11-13-508 of the Interlocal Act, on or before the first regularly scheduled meeting of the Board of Directors of the Agency in November, the Agency shall, upon consultation with the Boards of Trustees of each of the two Service Areas, prepare and file with the Board of Directors a tentative budget for each fund of the Agency detailing the financial plan for the subsequent budget year and specifying the estimates of the anticipated revenues to be received from the Service Areas and other anticipated revenues of the Agency and all appropriations for expenditures necessary for the accomplishment of the business of the Agency as stated herein. The tentative budget of the Agency shall be prepared and a public hearing held thereon, and the final budget of the Agency shall be adopted as set forth in Section H.3(c) below, in a separate meeting convened by the Board of Directors duly noticed and scheduled in conformance with the Open Meetings Act all in conformance with the requirements of Title 11, Part 5 of the Interlocal Act. The Agency shall at all times operate fiscally in conformance with the budgetary and fiscal procedures and requirements of Title 11, Part 5 of the Interlocal Act, as may

be amended from time-to-time.

c) Adoption Of Budgets; Consecutive Meetings On The Same Day

- (1) The statutorily required public hearings on the tentative budgets of the Recreation Service Area, the Greenbelt Service Area, and the tentative budget of the Stansbury Service Agency, may be held on the same day; and inasmuch as no decision is to be made by any of the boards at the public hearing, the Boards of Trustees of the Recreation Service Area and the Greenbelt Service Area, and the Board of Directors of the Stansbury Service Agency may convene together jointly, in the same meeting, for the purpose of holding the hearings, at a meeting duly scheduled and noticed as a joint meeting of each of the three entities, in conformance with the provisions of the Utah Open and Public Meetings Act and the applicable provisions of the Fiscal Statute. As authorized in §17B-1-609 of the Fiscal Statute, if the budget hearing is held in conjunction with a tax increase hearing, the notice for the two public hearings, the budget hearing and the tax increase hearing, may be combined.
- (2) The meetings of the Boards of Trustees of the Recreation Service Area and the Greenbelt Service Area, and the Board of Directors of the Agency, convened for the purpose of approving their respective tentative budgets, may be held consecutively on the same day; however, each Board shall meet in a separate entity meeting, duly noticed in conformance with the provisions of the Utah Open and Public Meetings Act and the applicable provisions of the Fiscal Statute.
- (3) The meetings of the Boards of Trustees of the Recreation Service Area and the Greenbelt Service Area, and the Board of Directors of the Agency, convened for the purpose of considering and approving resolutions adopting each entity's final budget, may be held consecutively on the same day; however, each Board shall meet in a separate entity meeting, duly noticed in conformance with the provisions of the Utah Open and Public Meetings

Act and the applicable provisions of the Fiscal Statute, with the meeting of the Board of Directors of the Agency convening subsequent to the meetings of the Boards of Trustees of the Recreation Service Area and the Greenbelt Service Area.

- (4) In conformance with the provisions of §11-13-526 of the Interlocal Act, the Treasurer shall have oversight to ensure the Agency shall promptly deposit all Agency funds in the appropriate bank account of the Agency. It shall be unlawful for any person to commingle Agency funds with the person's own money. If the Agency has reason to believe that an officer or employee has misused any public funds of the Agency, the Agency shall place the officer or employee on administrative leave with or without pay pending completion of investigation.
- (5) All checks or drafts issued which expend the funds of the Agency shall be required to bear two signatures. Those authorized to sign include the Treasurer and any other person appointed by the Board of Directors. These officers are charged with the duty of ensuring that all disbursements are in accordance with this Agreement and the officially adopted policies and procedures of the Board of Directors.
- (6) No funds may be expended for any purpose without the approval of the Board of Directors. Specific items listed in the annual budget and approved therein by the Board of Directors may be expended in accordance with the budget without consideration or approval by the Board of Directors.
- (7) The Board of Directors is empowered to obtain such fiscal and accounting services as it deems necessary in formulating, adopting, and administering its budget and otherwise concerning the fiscal affairs of the Agency, and to conduct such compilations, reviews, or audits as prescribed by Utah Code.

II. TERM OF AGREEMENT

A. Term

This Agreement shall be effective and in force until such time as one of the Service Areas decides to withdraw as provided herein. Notwithstanding the foregoing, consistent with the provisions of §11-13-216 (1) and 11-13-204 (3) of the Interlocal Act, the term of this Agreement shall not exceed 50 years from the Effective Date, unless extended by mutual written agreement of the two Service Areas.

B. Withdrawal of the Agency

Either Service Area may withdraw from the Agency (i) upon full and final payment of all debts and other obligations of the Agency or upon suitable agreement as to the legal transfer of such debt or other obligation of the Agency to one or both of the Service Areas; (ii) upon agreement between the two Service Areas as to the distribution of the remaining assets of the Agency; (iii) upon six (6) months written notice; and (iv) upon compliance with all other then-applicable requirements of the Interlocal Act. In the event a Service Area withdraws from the Agency, the Agency shall thereupon be dissolved, and each Service Area shall thereupon be solely and separately responsible for providing the services of each said Service Area and the operation and maintenance of all buildings, facilities, equipment, grounds, and improvements related thereto which are the separate property of each Service Area.

III. FILING OF AGREEMENT

Pursuant to §11-13-209 of the Interlocal Act, executed copies of this Agreement shall be deposited with and remain in the office of each of the Service Areas and the Agency office (which may be the same) during the effective term hereof.

IV. POLICIES AND PROCEDURES

The Agency shall adopt policies and procedures for the management and conduct of its affairs, and promulgate such rules, regulations, and bylaws as it shall find necessary and proper for

carrying out the purpose for which the Agency was created.

V. AMENDMENTS

This Agreement may be changed, modified, or amended in writing by the majority vote of each of the Boards of Trustees of the two Service Areas.

VI. APPROVAL OF THE AGREEMENT.

A. Approval by Resolution; Registration with the Lieutenant Governor

1. Pursuant to the provisions of §11-13-202.5 of the Interlocal Act, this Agreement shall be authorized and adopted by resolution of the Board of Trustees of the Stansbury Recreation Service Area on behalf of said Service Area and the Board of Trustees of the Stansbury Greenbelt Service Area on behalf of said Service Area, and this Agreement shall become effective upon date of said resolutions (the "Effective Date").
2. In conformance with the provisions of §11-13-203 of the Interlocal Act, the Agency shall register and maintain its registration as a limited-purpose entity, as required in accordance with the provisions of §67-1a-15 of the Utah Code. A copy of this Agreement and the approving resolutions of the Service Areas referenced in Section VI. 1(a) above shall be submitted to the Lieutenant Governor together with all other documentation as required pursuant to said statute.

B. Attorney Review

Pursuant to the provisions of §11-13-202.5(3) of the Interlocal Cooperation Act, this Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney for both Service Areas.

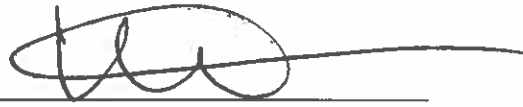
IN WITNESS WHEREOF, the Stansbury Recreation Service Area and the Stansbury Greenbelt Service Area have executed this Agreement as of the Effective Date.


**STANSBURY RECREATION SERVICE
AREA**

**STANSBURY GREENBELT SERVICE
AREA**

By: 
John H. Wright, Trustee, Chair

By: 
Brett Palmer, Trustee, Chair


By: 
Wayne V. Nielson, Trustee

By: 
Brock Petersen, Trustee

By: 
Kyle Shields, Trustee

By: 
Kasey Nobles, Trustee

REVIEW AND APPROVAL BY:

By: 

Clyde Snow & Sessions, P.C.

D. Brent Rose, Attorney

for Stansbury Recreation Service Area of Tooele County
and Stansbury Greenbelt Service Area of Tooele County

EXHIBIT "B"

**Form of Notice of
Amended and Restated Interlocal Agreement
(Creating the Stansbury Service Agency)**

**NOTICE
OF
AMENDED AND RESTATED INTERLOCAL AGREEMENT
(Creating the Stansbury Service Agency)**

NOTICE IS HEREBY GIVEN that, in compliance with the applicable provisions of Utah Code Annotated 11-14-219, the Boards of Trustees, respectively, of the Stansbury Recreation Service Area of Tooele County and the Stansbury Greenbelt Service Area of Tooele County (collectively, the "Service Areas"), have each considered, approved and adopted that certain AMENDED AND RESTATED INTERLOCAL AGREEMENT (CREATING THE STANSBURY SERVICE AGENCY) (the "Amended Agreement"). The Amended Agreement has been adopted to amend and restate the original Interlocal Agreement (Creating the Stansbury Service Agency), dated August 2, 1992 (the "Original Agreement"), in its entirety, for the purpose of updating the terms of the Original Agreement so as to be consistent with subsequent changes in Utah law and to make necessary clarifications and additions to the terms of said agreement in order to improve the administration and functionality of the Stansbury Service Agency established thereby. The term of the Amended Agreement is not to exceed fifty years from its effective date unless extended by mutual agreement of the two Service Areas. Under the Amended Agreement the cost of operations and the conduct of the business of the Stansbury Service Agency is funded and financed from the contribution of ad valorem property tax levied and collected by the two Service Area and other revenues appropriated by their respective boards of trustees, in the same manner as under the Original Agreement.

A copy of the approving resolutions of the respective boards of trustees of the Service Areas and a copy of the Amended Agreement are available for inspection at the joint office of the Service Areas and the Stansbury Service Agency located at 1 Country Club Dr., Suite 1, Stansbury Park, Utah 84074, during regular business hours for a period of 30 days after the publication of this notice.

Stansbury Recreation Service Area of Tooele County

By: *Angrid Swenson*
Clerk

Stansbury Greenbelt Service Area of Tooele County

By: *Angrid Swenson*
Clerk

TO CLERK:

To be published as a Class A notice under Section Utah Code Annotated 63G-30-102, the Utah Public Notice Website, for 30 days.

STANSBURY RECREATION SERVICE AREA OF TOOELE COUNTY

Resolution No. 2026 - 01

**A RESOLUTION ADOPTING THAT CERTAIN AMENDED AND
RESTATED INTERLOCAL AGREEMENT (CREATING THE
STANSBURY SERVICE AGENCY), AND RELATED MATTERS**

WHEREAS, pursuant to the relevant provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act"), public agencies are authorized to enter into mutually advantageous agreements for joint and cooperative action including to provide services they are each authorized by statute to provide and otherwise do anything that they are each authorized by statute to do, including, without limitation, the sharing of tax and other revenues; and

WHEREAS, the Stansbury Recreation Service Area of Tooele County (the "Recreation Service Area"), and the Stansbury Greenbelt Service Area of Tooele County (the "Greenbelt Service Area"), are "public agencies" as defined for purposes of the Act; and

WHEREAS, under authority and in conformance with the requirements of the Act, the Recreation Service Area and the Greenbelt Service Area entered into an Interlocal Agreement (Creating the Stansbury Service Agency), dated August 2, 1992 (the "Original Agreement"), and the Stansbury Service Agency (the "Service Agency") created thereby has continuously operated pursuant to and in conformance with the authority and terms of the Original Agreement since that date; and

WHEREAS, after careful analysis and consideration of relevant information, the respective Boards of Trustees of the Recreation Service Area and the Greenbelt Service Area have determined that is necessary to update the Original Agreement so as to be consistent with subsequent changes in Utah law and to make necessary clarifications and additions to the terms thereof so as to improve the administration and functionality of the Service Agency; and, accordingly, said boards have jointly prepared an Amended and Restated Interlocal Agreement (Creating the Stansbury Service Agency), attached as EXHIBIT "A" hereto and incorporated by reference as though fully set forth herein (the "Amended Interlocal Agreement"), which upon execution by the Recreation Service Area and the Greenbelt Service Area and the filing thereof in the office of the service areas shall replace and supersede the Original Agreement in its entirety; and

WHEREAS, Section 11-13-202.5 of the Act requires that the Amended Interlocal Agreement be approved by resolution of the legislative body of each public agency party to the interlocal agreement, in this case the Board of Trustees of the Recreation Service Area (the "Board");

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the Board, as follows:

1. The Amended Interlocal Agreement is hereby approved and the Board Chair is hereby authorized to execute the same for and on behalf of the Recreation Service Area.
2. Pursuant to Section 11-13-202.5 of the Act, the Amended Interlocal Agreement has been submitted to legal counsel of the Recreation Service Area for review and approval as to proper form and compliance with applicable law.


3. Pursuant to Section 11-13-209 of the Act and upon full execution of the Amended Interlocal Agreement, a duly executed original counterpart thereof shall be filed immediately with the service area clerk, the keeper of records of the Service Area.

4. Upon full execution of the Amended Interlocal Agreement, the service area's clerk shall, on behalf of the Recreation Service Area publish or cause to be published a notice of the Amended Interlocal Agreement, in the form attached as EXHIBIT "B" hereto, as a Class A notice under Section 63G-30-102 for 30 days, and make a copy of the Amended Interlocal Agreement available for public inspection at the Service Area's offices during regular business hours for a period of at least 30 days following publication of the notice.

5. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED by the Board this 8 day of April, 2026.

**STANSBURY RECREATION SERVICE AREA
OF TOOELE COUNTY**

By: 
Board Chair

Attest:



Clerk

EXHIBIT "A"

**Amended and Restated Interlocal Agreement
(Creating the Stansbury Service Agency)**

AMENDED AND RESTATED INTERLOCAL AGREEMENT

(Creating the Stansbury Service Agency)

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT

("Agreement") is made and entered into as of this 8 day of April, 2026 (the "Effective Date"), by and between the Stansbury Recreation Service Area of Tooele County, a Utah Special District and political subdivision of the State of Utah organized and existing pursuant to authority of the Utah Special District Act, currently codified at §17B-2a-901 et seq., and the applicable provisions of §17B-1-101 et seq., Limited Purpose Local Government Entities - Special Districts, Utah Code Ann., 1953, as amended (hereinafter the "Recreation Service Area"), and the Stansbury Greenbelt Service Area of Tooele County, a Utah special district and political subdivision of the State of Utah organized and existing pursuant to authority of the Utah Special District Act, currently codified at §17B-2a-901 et seq., and the applicable provisions of §17B-1-101 et seq., Limited Purpose Local Government Entities - Special Districts, Utah Code Ann., 1953, as amended (hereinafter the "Greenbelt Service Area"). The Recreation Service Area and the Greenbelt Service Area are sometimes referred to herein collectively as the "Service Areas.") Unless otherwise stated herein, all statutory references are to Utah Code Ann., 1953, as amended (the "Utah Code"), and shall apply to and be governed by all subsequent amendments thereto.

This Agreement amends, restates, and supersedes, in its entirety, the original Interlocal Agreement Creating the Stansbury Service Agency, dated August 2, 1992 (the "Original Interlocal Agreement"). The purpose of this amendment is to update the Original Interlocal Agreement so as to be consistent with subsequent amendments to the applicable provisions of the Utah Code and to make necessary clarifications and additions.

WITNESSETH

- A. The Recreation Service Area was established for the purpose of providing recreation services and owning, operating, and maintaining the golf course, clubhouse, swimming pool, sailing lake, playgrounds, and all equipment, facilities, and grounds related thereto, within the boundaries of said Service Area in Stansbury Park, Utah; and
- B. The Greenbelt Service Area was established for the purpose of owning, operating and

maintaining the open space, greenbelt lands, parks, and all equipment, facilities and grounds related thereto, within the boundaries of said Service Area in Stansbury Park, Utah, with cemetery service being duly added to the Service Area's purposes and responsibilities in 2014: and

- C. The boundaries of the Service Areas are coterminous to each other, and the Service Areas, in the beginning, shared employees and other resources in providing their respective municipal services to residents and visitors within Stansbury Park; and
- D. The respective Boards of Trustees of the Service Areas, at the time the Original Interlocal Agreement was executed, each found and determined that there was mutual advantage and benefit of economies of scale, economic development and utilization of resources in cooperating with each other in jointly planning, financing, operating, maintaining, repairing and replacing, as necessary, the resources and assets of the Service Areas in and for the common interest and good of the those served in Stansbury Park, and the respective Boards of Trustees of the Service Areas hereby find, determine and confirm that the mutual advantages and benefits in doing so remain and are to be continued; and
- E. Utah state law provides that, pursuant to the provisions of the Utah Interlocal Cooperation (the "Interlocal Act"), §11-13-101 et seq., Utah Code Ann., 1953, as amended, any power or powers, privileges or authority exercised or capable of exercise by a public agency of the state (defined as any political subdivision of the state, including special districts of various kinds), may be exercised and enjoyed jointly with any other public agency, and that any two or more public agencies may enter into agreements with one another for joint and/or cooperative action pursuant to the Interlocal Act; and
- F. The Boards of Trustees of the respective Service Areas originally found and determined, as set forth in the Original Interlocal Agreement, and each of said Boards hereby finds, determines and confirms it to be in the best interest of the public that the Original Interlocal Agreement be amended and restated as set forth herein, whereby the Stansbury Service Agency duly established in the Original Interlocal Agreement be and remain in place as a separate legal and administrative entity established under and pursuant to the Interlocal Act in order to accomplish the purpose and maximize the benefits of their joint and cooperative

Interlocal Action, including, without limitation, the undertaking and financing of the services to be provided by, and for the ongoing operation, maintenance, repair and replacement of all buildings, facilities, equipment, grounds, and all other resources and assets which are the properties and assets of the respective Service Areas, in accordance with and pursuant to the terms and provisions of this amended and restated Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Service Areas, and pursuant to the powers granted each by the Constitution, the Interlocal Act, and other statutes and laws of the State of Utah, the Service Areas hereby mutually agree as follows:

I. ESTABLISHMENT OF THE STANSBURY SERVICE AGENCY

A. Creation and General Powers

The establishment of the Stansbury Service Agency (“Agency”), which was duly accomplished pursuant to the Original Interlocal Agreement in conformance with the requirements of the Interlocal Act then in effect, and which has operated continuously since that time, is hereby ratified and confirmed as a separate legal and administrative entity, in conformance with and under the authority of the applicable provisions of Title 11, Chapter 13, Parts 202 and 212 of the Interlocal Act, for the purpose joint and cooperative action in undertaking and financing the services to be provided by the two Service Areas, and for the ongoing operation, maintenance, repair and replacement of all buildings, facilities, equipment, grounds, and all other resources and assets which are the properties and assets of the two Service Areas, as more particularly set forth herein. The Agency may also conduct business as Stansbury Parks and Recreation.

B. Power and Authority of the Agency

1. The respective Boards of Trustees of the Service Areas hereby jointly and severally confer upon and delegate to the Agency all such rights, duties, powers, privileges and authority which, under the laws of the State of Utah are exercised or may be capable of being exercised by each of the respective Service Areas, and which may be delegated to the Agency through this Agreement pursuant to the Interlocal Act.

2. The enumerated powers of the Agency shall include, without limitation, the power to:
- a) provide recreation and greenbelt services within the boundaries of the Service Areas;
 - b) own, acquire, construct, operate, maintain, and repair or cause to be constructed, operated, maintained, and repaired any and all buildings, facilities, equipment, grounds and all improvements thereto, associated with such services;
 - c) employ and fix the terms and compensation of all employees, agents, and representatives, and to purchase, contract for, lease, or otherwise deal with real and personal property, to apply for and obtain the necessary licenses, permits, or consents from all governmental entities or other persons necessary to carry on the business of accomplishing the purposes of the Agency;
 - d) impose and collect impact fees consistent with the purposes authorized under and subject to the requirements of the Utah Impact Fees Act, §11-36a-101 et seq.; and borrow money or incur indebtedness, issue revenue bonds or notes for the purpose for which the Agency is created, assign, pledge, or otherwise convey as security for the payment of any such bonded indebtedness, the revenues and receipts from any such services, and the buildings, facilities, equipment, grounds and improvements related thereto, which assignment, pledge, or other conveyance may rank prior in right to any other obligation except taxes or payments in lieu thereof as provided in the Interlocal Act;
 - e) sell or contract for the sale of the product of such services and the buildings, facilities, equipment, grounds and improvements related thereto;
 - f) adopt and/or amend such rules, regulations and penalties as are deemed necessary for providing the respective services of the Service Areas and the orderly and proper operation and maintenance of the buildings, facilities, equipment, grounds and all improvements thereto, and in accomplishing the

business of the Agency, and to initiate and pursue actions in the name of the Agency for violations of any applicable laws, lawful rules and regulations which the Board of Directors, as defined below, may adopt for the purpose of accomplishing the purpose of the Agency as well as to protect the contractual, statutory and other legal rights of the Agency in its best interest;

- g) render services or acquire facilities or improvements in excess of those required to meet the needs or requirements of the individual Service Areas hereto, if it is determined to be necessary to accomplish the purposes and realize the benefits for which the Agency is organized; and
- h) exercise all other rights, duties, powers, privileges, and obligations enumerated in the Interlocal Act, including, without limitation, the power to sue and be sued, and withholding only the power to directly levy and collect ad valorem taxes and to call and hold elections for the election of the trustees of the respective Service Areas.

C. Governing Board

1. The Agency shall be governed by a governing Board of six (6) directors (the “Board of Directors”, “Director”, or “Board”), which shall be composed of the three members of the Board of Trustees from the Recreation Service Area and three members of the Board of Trustees from the Greenbelt Service Area. The Service Areas shall hold elections, as provided by law, for the election of members to their respective Boards of Trustees, which Boards of Trustees shall be separate and distinct from the Agency’s Board of Directors. The Board of Directors of the Agency shall be governed by and act in conformance with the applicable provisions of the Interlocal Act in the governance of the Agency. The Boards of Trustees of the Service Areas shall be governed by and act in conformance with the applicable provisions of Utah Code §17B-1-101 et seq. and §17B-2a-101 et seq., Limited Purpose Local Government Entities - Special Districts (collectively, the “Special District Statutes”)

2. Each Director's term of office for the members of the Board of Directors of the Agency shall be equal to said Director's term of office as a trustee of the respective Service Area Board to which the member has been elected.
3. Each Director shall be entitled to receive compensation for their service on the Board of Directors in conformance with the provisions of §11-13-403(1)(a) of the Interlocal Act, with the understanding that in so doing they will not take compensation for their service on the Board of Trustees for the service area which they represent. The amount of compensation shall (i) be established in connection with the adoption of the Agency's annual budget, (ii) be specifically identified for each member in the tentative budget and (iii) be approved at the public meeting at which the budget is adopted in conformance with the provisions §11-13-403(1)(b) of the Interlocal Act. Members may be reimbursed for the actual cost of travel and other expenses incurred while serving as a member of the Board of Directors, subject to and in conformance with the provisions of §11-13-403(2) of the Interlocal Act, as may be amended from time-to-time.

D. Officers

The Board of Directors shall appoint the following officers of the Agency:

1. The Board of Directors shall appoint from among its members a chairperson and a vice chairperson. The Board shall also appoint a clerk and treasurer, either of whom may be a Board member, or an Agency staff member, each of whom shall serve for a term of one (1) year. No person may simultaneously hold more than one office. The officers may serve for multiple terms at the pleasure of the Board of Directors. Any officer of the Board of Directors may be removed from their appointed office by majority vote of the entire Board whenever, in its judgment, the best interests of the Agency would be served thereby, but in no event shall such removal be made without just cause or without giving the officer reasonable opportunity to justify the questioned action. The respective duties of the officers are set forth below.
2. The Chairperson shall be the presiding officer of the Board of Directors and shall

have general powers to carry out the policies and objectives of the Agency established hereby and by the Board of Directors. The Chairperson shall; (i) call and preside at all meetings of the Board of Directors; (ii) prepare the order of business for all meetings with due regard to expediting the business for all meetings and including therein, any matters which may be ordered by the Board of Directors; and (iii) have such other and further duties as may from time-to-time be established by the Board of Directors of the Agency.

3. The Vice Chairperson shall perform the duties and exercise the powers of the Chairperson during the absence or inability of the Chairperson to act. The Chairperson may delegate to the Vice Chairperson such other responsibilities as the Chairperson may deem appropriate.
4. The Treasurer shall be the custodian of all money, bonds, or other securities of the district, and shall, in consultation with Agency staff : (i) determine the cash requirements of the Agency and provide for the deposit and investment of all funds of the Agency in conformance with the procedures and requirements of Title 51, Chapter 7, State Money Management Act; (ii) receive all public funds and money payable to the Agency within three business days after collection, including all taxes, licenses, fines, and intergovernmental revenue; (iii) keep an accurate detailed account of all money received under Subsection I.H.(3)(b) as required herein and as directed by resolution of the Agency's Board of Directors; and (iv) collect all special taxes and assessments in conformance with applicable Utah Code 17B-1-633.
5. The Clerk shall: (i) be responsible for keeping a faithful, correct, and full record of the minutes of the Board of Directors; (ii) be responsible for acting as custodian of, and faithfully keeping all records of the Board of Directors; (iii) be responsible for the giving of all notices and attending to all correspondence which may be ordered by the Board of Directors or Chairperson; (iv) be responsible for maintaining all financial records, not over expending the budget, and presenting a detailed financial report at least quarterly; (v) and shall perform such other duties as may be generally

attributable to the office of clerk as directed by the Board of Directors and per Utah Code 17B-1-631-632.

E. Voting

Each member of the Board of Directors shall be entitled to one vote on all matters that come before the Board for a decision, and all issues shall be decided by majority vote of a quorum present (either in person or electronically). A quorum for the transaction of business at any meeting shall consist of not less than a majority of the members of the Board of Directors.

F. Board Meetings

1. The Board of Directors shall hold such regular meetings as it shall determine necessary for the conduct of and proper handling of Agency business.
2. The Agency is subject to the Utah Open and Public Meeting Act, §52-4-101 et seq. Utah Code Ann., 1953, as amended (the "Open Meetings Act"), and all requirements pertaining to Agency meetings as set forth in the Open Meetings Act including, without limitation, the requirement that meetings be open to the public, and all notices of meetings shall be published in conformance with the requirements of the Open Meetings Act.

G. Ownership of Assets

Title to the properties and assets owned by each of the respective Service Areas prior to the establishment of the Agency shall be and remain vested in each of the Service Areas, respectively, during the term of this Agreement. As determined by the Board of Directors, and in conformance with the provisions of §11-13-204(1)(a)(ii)(E) of the Interlocal Act, the Agency shall have the power to acquire additional property and assets, real or personal, or an undivided, fractional or other interest therein, in its own name and in its sole discretion, to be necessary or convenient for the purposes set forth in this Agreement, but has no legal obligation to do so. All properties and assets of the Service Areas and the Agency shall be operated and maintained by the

Agency in conformance with this Agreement.

H. Financing of Agency Operations

1. The cost of operations and the conduct of the business of the Agency shall be funded and financed from the contribution of all funds of the Service Areas as appropriated by the Boards of Trustees of the Service Areas as set forth below, and from revenues obtained from user and other fees and charges imposed by the Board of Directors for the services rendered by the Agency, and from other sources such as grants, loans, revenue bonds and legally imposed fees and charges.
2. In conformance with the Interlocal Act, the Agency shall not have the power to levy any form of tax on any property, real or personal, or upon any individual.
3. The Agency shall operate on a budget and keep its books and financial records on the same calendar year or fiscal year basis as Tooele County in conformance with all requirements of Part 5 of the Interlocal Act, Fiscal Procedures for Interlocal Entities. The budget of the Agency shall be established and maintained by the Board of Directors of the Agency, and shall provide for the payment of all lawful expenditures of the Agency in conformance with the appropriations made within the budget, including, but not limited to, administration, construction, operation, and maintenance, and reserve expenditures as appropriate, subject to the following procedures:

a) **Recreation Service Area And Greenbelt Service Area Budgets; Submittal To The Agency**

- (1) The Board of Trustees of the Stansbury Recreation Service Area and the Board of Trustees of the Stansbury Greenbelt Service Area, in conformance with the requirements of the fiscal and budget procedures set forth in Title 17B, Chapter 1, Parts 6 and 7 of the Utah Code (the "Fiscal Statute"), shall each: (i) on or before the first meeting in August of each year make a determination, in consultation with the Board of Directors of the Agency,

whether and to what extent it is deemed necessary or expedient, given the fiscal requirements of the Agency, for the Service Areas to levy taxes at a rate that exceeds the certified tax rate for the subsequent fiscal year so as to ensure the implementation of the tax increase in compliance with the statutory requirements set forth in the applicable provisions of the Fiscal Statute and Title 59, Chapter 2, Part 9 of the Utah Code (the "Tax Levy Statute"); and (ii) in accordance with the provisions of §17B-1-607 of the Fiscal Statute, on or before the first regularly scheduled meeting in November of each year, prepare their respective tentative budgets for the subsequent fiscal year for both of the two Service Areas in conformance with the applicable provisions of the Fiscal Statute, and submit a copy of the same to the Agency.

- (2) The tentative budgets of the Recreation Service Area and the Greenbelt Service Area shall set forth an estimate of the revenues available for each of the two Service Areas for the ensuing budget year, and shall, as authorized pursuant to §11-13-215 of the Interlocal Act, each expressly specify that 100% of the anticipated revenues for the Recreation Service Area and 100% of the anticipated revenues for the Greenbelt Service Area shall be appropriated for transfer to the Agency to be utilized by the Agency as Agency revenues to be appropriated by the Agency's Board of Directors pursuant to the Agency's budget for the ensuing year in accomplishing the purposes for which the Agency has been established.
- (3) Public hearings and all other requirements budgetary requirements set forth in the Special District Statutes pertaining to tentative budgets and the adoption by the Recreation Service Area and the Greenbelt Service Area of their respective final budgets shall be accomplished by each of the two Service Areas, as set forth in §H.3(c) below, all in separate meetings convened by each of the two Service Areas, duly noticed and scheduled in conformance with the Open Meetings Act all in conformance with all applicable requirements of the fiscal, budget and tax levy procedures set

forth in the Fiscal Statute and the Tax Levy Statute, as may be amended from time-to-time.

b) **Stansbury Service Agency Budget**

- (1) The Agency budget will be developed based on the revenues required to satisfy the operational requirements of the Agency as well as the cost of improvements deemed necessary or desirable by the Agency's Board of Directors in consideration of the projected revenues to be received from the two Service Areas pursuant to Section H.3(a)(1) above. The projected budget requirements shall be developed by the Board of Directors early in the budget cycle, thereby allowing the Service Areas sufficient time to determine whether a tax increase is needed and to plan their respective procedures and budgets accordingly.

- (2) In conformance with the provisions of §11-13-508 of the Interlocal Act, on or before the first regularly scheduled meeting of the Board of Directors of the Agency in November, the Agency shall, upon consultation with the Boards of Trustees of each of the two Service Areas, prepare and file with the Board of Directors a tentative budget for each fund of the Agency detailing the financial plan for the subsequent budget year and specifying the estimates of the anticipated revenues to be received from the Service Areas and other anticipated revenues of the Agency and all appropriations for expenditures necessary for the accomplishment of the business of the Agency as stated herein. The tentative budget of the Agency shall be prepared and a public hearing held thereon, and the final budget of the Agency shall be adopted as set forth in Section H.3(c) below, in a separate meeting convened by the Board of Directors duly noticed and scheduled in conformance with the Open Meetings Act all in conformance with the requirements of Title 11, Part 5 of the Interlocal Act. The Agency shall at all times operate fiscally in conformance with the budgetary and fiscal procedures and requirements of Title 11, Part 5 of the Interlocal Act, as may

be amended from time-to-time.

c) **Adoption Of Budgets; Consecutive Meetings On The Same Day**

- (1) The statutorily required public hearings on the tentative budgets of the Recreation Service Area, the Greenbelt Service Area, and the tentative budget of the Stansbury Service Agency, may be held on the same day; and inasmuch as no decision is to be made by any of the boards at the public hearing, the Boards of Trustees of the Recreation Service Area and the Greenbelt Service Area, and the Board of Directors of the Stansbury Service Agency may convene together jointly, in the same meeting, for the purpose of holding the hearings, at a meeting duly scheduled and noticed as a joint meeting of each of the three entities, in conformance with the provisions of the Utah Open and Public Meetings Act and the applicable provisions of the Fiscal Statute. As authorized in §17B-1-609 of the Fiscal Statute, if the budget hearing is held in conjunction with a tax increase hearing, the notice for the two public hearings, the budget hearing and the tax increase hearing, may be combined.
- (2) The meetings of the Boards of Trustees of the Recreation Service Area and the Greenbelt Service Area, and the Board of Directors of the Agency, convened for the purpose of approving their respective tentative budgets, may be held consecutively on the same day; however, each Board shall meet in a separate entity meeting, duly noticed in conformance with the provisions of the Utah Open and Public Meetings Act and the applicable provisions of the Fiscal Statute.
- (3) The meetings of the Boards of Trustees of the Recreation Service Area and the Greenbelt Service Area, and the Board of Directors of the Agency, convened for the purpose of considering and approving resolutions adopting each entity's final budget, may be held consecutively on the same day; however, each Board shall meet in a separate entity meeting, duly noticed in conformance with the provisions of the Utah Open and Public Meetings

Act and the applicable provisions of the Fiscal Statute, with the meeting of the Board of Directors of the Agency convening subsequent to the meetings of the Boards of Trustees of the Recreation Service Area and the Greenbelt Service Area.

- (4) In conformance with the provisions of §11-13-526 of the Interlocal Act, the Treasurer shall have oversight to ensure the Agency shall promptly deposit all Agency funds in the appropriate bank account of the Agency. It shall be unlawful for any person to commingle Agency funds with the person's own money. If the Agency has reason to believe that an officer or employee has misused any public funds of the Agency, the Agency shall place the officer or employee on administrative leave with or without pay pending completion of investigation.
- (5) All checks or drafts issued which expend the funds of the Agency shall be required to bear two signatures. Those authorized to sign include the Treasurer and any other person appointed by the Board of Directors. These officers are charged with the duty of ensuring that all disbursements are in accordance with this Agreement and the officially adopted policies and procedures of the Board of Directors.
- (6) No funds may be expended for any purpose without the approval of the Board of Directors. Specific items listed in the annual budget and approved therein by the Board of Directors may be expended in accordance with the budget without consideration or approval by the Board of Directors.
- (7) The Board of Directors is empowered to obtain such fiscal and accounting services as it deems necessary in formulating, adopting, and administering its budget and otherwise concerning the fiscal affairs of the Agency, and to conduct such compilations, reviews, or audits as prescribed by Utah Code.

II. TERM OF AGREEMENT

A. Term

This Agreement shall be effective and in force until such time as one of the Service Areas decides to withdraw as provided herein. Notwithstanding the foregoing, consistent with the provisions of §11-13-216 (1) and 11-13-204 (3) of the Interlocal Act, the term of this Agreement shall not exceed 50 years from the Effective Date, unless extended by mutual written agreement of the two Service Areas.

B. Withdrawal of the Agency

Either Service Area may withdraw from the Agency (i) upon full and final payment of all debts and other obligations of the Agency or upon suitable agreement as to the legal transfer of such debt or other obligation of the Agency to one or both of the Service Areas; (ii) upon agreement between the two Service Areas as to the distribution of the remaining assets of the Agency; (iii) upon six (6) months written notice; and (iv) upon compliance with all other then-applicable requirements of the Interlocal Act. In the event a Service Area withdraws from the Agency, the Agency shall thereupon be dissolved, and each Service Area shall thereupon be solely and separately responsible for providing the services of each said Service Area and the operation and maintenance of all buildings, facilities, equipment, grounds, and improvements related thereto which are the separate property of each Service Area.

III. FILING OF AGREEMENT

Pursuant to §11-13-209 of the Interlocal Act, executed copies of this Agreement shall be deposited with and remain in the office of each of the Service Areas and the Agency office (which may be the same) during the effective term hereof.

IV. POLICIES AND PROCEDURES

The Agency shall adopt policies and procedures for the management and conduct of its affairs, and promulgate such rules, regulations, and bylaws as it shall find necessary and proper for

carrying out the purpose for which the Agency was created.

V. AMENDMENTS

This Agreement may be changed, modified, or amended in writing by the majority vote of each of the Boards of Trustees of the two Service Areas.

VI. APPROVAL OF THE AGREEMENT.

A. Approval by Resolution; Registration with the Lieutenant Governor

1. Pursuant to the provisions of §11-13-202.5 of the Interlocal Act, this Agreement shall be authorized and adopted by resolution of the Board of Trustees of the Stansbury Recreation Service Area on behalf of said Service Area and the Board of Trustees of the Stansbury Greenbelt Service Area on behalf of said Service Area, and this Agreement shall become effective upon date of said resolutions (the "Effective Date").
2. In conformance with the provisions of §11-13-203 of the Interlocal Act, the Agency shall register and maintain its registration as a limited-purpose entity, as required in accordance with the provisions of §67-1a-15 of the Utah Code. A copy of this Agreement and the approving resolutions of the Service Areas referenced in Section VI. 1(a) above shall be submitted to the Lieutenant Governor together with all other documentation as required pursuant to said statute.

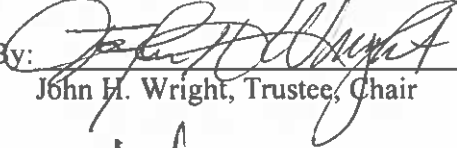
B. Attorney Review

Pursuant to the provisions of §11-13-202.5(3) of the Interlocal Cooperation Act, this Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney for both Service Areas.


IN WITNESS WHEREOF, the Stansbury Recreation Service Area and the Stansbury Greenbelt Service Area have executed this Agreement as of the Effective Date.

**STANSBURY RECREATION SERVICE
AREA**

**STANSBURY GREENBELT SERVICE
AREA**

By: 
John H. Wright, Trustee, Chair

By: 
Brett Palmer, Trustee, Chair

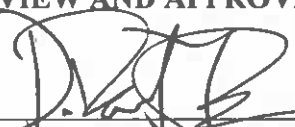
By: 
Wayne W. Nielson, Trustee

By: 
Brock Peterson Trustee

By: 
Kyle Shields, Trustee

By: 
Kasey Nobles, Trustee

REVIEW AND APPROVAL BY:

By: 
Clyde Snow & Sessions, P.C.
D. Brent Rose, Attorney

for Stansbury Recreation Service Area of Tooele County
and Stansbury Greenbelt Service Area of Tooele County

EXHIBIT "B"

**Form of Notice of
Amended and Restated Interlocal Agreement
(Creating the Stansbury Service Agency)**

**NOTICE
OF
AMENDED AND RESTATED INTERLOCAL AGREEMENT
(Creating the Stansbury Service Agency)**

NOTICE IS HEREBY GIVEN that, in compliance with the applicable provisions of Utah Code Annotated 11-14-219, the Boards of Trustees, respectively, of the Stansbury Recreation Service Area of Tooele County and the Stansbury Greenbelt Service Area of Tooele County (collectively, the "Service Areas"), have each considered, approved and adopted that certain AMENDED AND RESTATED INTERLOCAL AGREEMENT (CREATING THE STANSBURY SERVICE AGENCY) (the "Amended Agreement"). The Amended Agreement has been adopted to amend and restate the original Interlocal Agreement (Creating the Stansbury Service Agency), dated August 2, 1992 (the "Original Agreement"), in its entirety, for the purpose of updating the terms of the Original Agreement so as to be consistent with subsequent changes in Utah law and to make necessary clarifications and additions to the terms of said agreement in order to improve the administration and functionality of the Stansbury Service Agency established thereby. The term of the Amended Agreement is not to exceed fifty years from its effective date unless extended by mutual agreement of the two Service Areas. Under the Amended Agreement the cost of operations and the conduct of the business of the Stansbury Service Agency is funded and financed from the contribution of ad valorem property tax levied and collected by the two Service Area and other revenues appropriated by their respective boards of trustees, in the same manner as under the Original Agreement.

A copy of the approving resolutions of the respective boards of trustees of the Service Areas and a copy of the Amended Agreement are available for inspection at the joint office of the Service Areas and the Stansbury Service Agency located at 1 Country Club Dr., Suite 1, Stansbury Park, Utah 84074, during regular business hours for a period of 30 days after the publication of this notice.

Stansbury Recreation Service Area of Tooele County

By: Angrid Swenson
Clerk

Stansbury Greenbelt Service Area of Tooele County

By: Angrid Swenson
Clerk

TO CLERK:

To be published as a Class A notice under Section Utah Code Annotated 63G-30-102, the Utah Public Notice Website, for 30 days.