

**NOTICE AND AGENDA**  
**OF THE GOVERNING BOARD OF THE JORDANELLE SPECIAL SERVICE DISTRICT**  
Thursday, September 03, 2015 5:00 P.M.  
Water Reclamation Facility, 5780 N Old Highway 40, Heber City, Utah

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\*Order of agenda items subject to change

**Regular Session:**

1. Approval of minutes
2. Warrant list approval
3. General Manager's employment agreement
4. Daly West update
5. Review of updated impact fee schedule
6. Approval of Water & Sewer Master Plan
7. Review July financials
8. Sale of truck bed
9. Office consolidation
10. General Manager's report
11. Other business

**Executive Session:**

- Litigation update/personnel as needed

**Jordanelle Special Service District Board Meeting**  
Water Reclamation Facility, 5780 North Old Highway 40, Heber City, Utah  
Thursday, August 13, 2015, 4:30 PM

PRESENT:           Greg McPhie           Board Member  
                      Danny Goode        Board Member  
                      Kendall Crittenden Board Member  
                      Kipp Bangerter     Board Member  
                      Mike Kohler        Board Chair  
                      Mike Petersen     Board Vice-chair  
                      Steve Farrell       Board Member

ALSO PRESENT:    Ron Phillips        General Manager  
                      Eliza McGaha     Treasurer  
                      Kierstan Smith   Financial Officer  
                      Theresa Baronek   District Clerk  
                      Lynn Sulser       Distribution Supervisor  
                      Randy Larsen     Legal Counsel  
                      Mark Gaylord     Legal Counsel (5:02 p.m.)

AGENDA:

- Approval of minutes
- Warrant list approval
- Discussion of proposed access purchase
- Approval of:
  - Water & Sewer Master Plan
  - Water & Sewer Impact Fee Facilities Plan
  - Water & Sewer Impact Fee Analysis
  - Rate Study
- Introduction and approval of new general manager
- Other business

EXECUTIVE SESSION:

- Litigation update and personnel

Mike Kohler opened the meeting at 4:58 p.m.

EXECUTIVE SESSION:

- Personnel

**MOTION: A motion to move into executive session was made by Kendall Crittenden. The motion was seconded by Kipp Bangerter and carried with the following vote:**

**AYE: Danny Goode**  
**AYE: Greg McPhie**  
**AYE: Kendall Crittenden**  
**AYE: Kipp Bangerter**  
**AYE: Mike Kohler**  
**AYE: Mike Petersen**  
**AYE: Steve Farrell**

**NAY: None**

The board moved into executive session at 4:59 p.m.

The board moved back into the regular meeting at 5:12 p.m.

**Introduction and approval of new general manager:**

Mike Kohler explained the application and interviewing process that led to the decision to select Ron Phillips as the new general manager for JSSD. Mr. Phillips introduced himself and shared some of his work history and experience with the board.

**MOTION: A motion to approve Ron Phillips as the general manager to start August 24, 2015, was made by Danny Goode. It was suggested to have the hiring committee work out the details of the hiring package prior to his start date added to the motion. Danny Goode amended his motion to accept the addition. The motion was seconded by Mike Petersen and carried with the following vote:**

**AYE: Danny Goode  
AYE: Greg McPhie  
AYE: Kendall Crittenden  
AYE: Kipp Bangerter  
AYE: Mike Kohler  
AYE: Mike Petersen  
AYE: Steve Farrell**

**NAY: None**

**EXECUTIVE SESSION:**

- Litigation update

**MOTION: A motion to move back into executive session was made by Kipp Bangerter. The motion was seconded by Greg McPhie and carried with the following vote:**

**AYE: Danny Goode  
AYE: Greg McPhie  
AYE: Kendall Crittenden  
AYE: Kipp Bangerter  
AYE: Mike Kohler  
AYE: Mike Petersen  
AYE: Steve Farrell**

**NAY: None**

The board moved into executive session at 5:17 p.m.

The board moved back into the regular meeting at 6:02 p.m.

Mike Petersen stepped out of the meeting at 6:03 p.m.

**Approval of minutes:**

**MOTION:** A motion to approve the minutes of June 17, 2015 special meeting, July 8, 2015 public hearing, and July 8, 2015 board meeting was made by Steve Farrell. The motion was seconded by Greg McPhie and carried with the following vote:

**AYE:** Danny Goode  
**AYE:** Greg McPhie  
**AYE:** Kendall Crittenden  
**AYE:** Kipp Bangerter  
**AYE:** Mike Kohler  
**AYE:** Steve Farrell

**NAY:** None

**ABSENT:** Mike Petersen

Mike Petersen returned to the meeting at 6:05 p.m.

**Warrant list approval:**

**MOTION:** A motion to approve the warrants as listed was made by Kendall Crittenden. Greg McPhie abstained from the vote due to some items on the warrant list that were purchased from his employer. The motion was seconded by Steve Farrell and carried with the following vote:

**AYE:** Danny Goode  
**AYE:** Kendall Crittenden  
**AYE:** Kipp Bangerter  
**AYE:** Mike Kohler  
**AYE:** Mike Petersen  
**AYE:** Steve Farrell

**NAY:** None

**ABSTAINED:** Greg McPhie

**Discussion of proposed access purchase:**

Stephen Schultz and James LaJeunesse with Gravity Holdings LLC joined the meeting at 6:06 p.m. They distributed a paper presentation of their proposal to the board members. Mr. Schultz explained their interest in purchasing a lot on Marsac Avenue to build a "Mystery House", a family-oriented tourist attraction.

They propose to clean up the site and make it suitable for use and create the attraction. They plan to put a parking lot on the upper end of the property, a gift shop with restrooms, and a patio for patrons. The Mystery House is proposed to sit on the slope next to the mine trestle.

Mike Kohler asked what it would be worth and Mr. Schultz replied that the low end would be 700k and up to one million. He said they would also consider a long-term leasing situation and would still do the cleanup and other things they proposed in the offer.

Steve Farrell asked if the change of use would change the historic use of the property to a tourist attraction and also asked if there was a cost to mitigate. Mr. Schultz replied that they are considering covering the cost of remediation. The property may have heavy metals in the soil to deal with and they may have to remove all of the top soil, as the Montage did, or they may have to hard cap the entire property.

Mike Kohler suggested setting up a committee to meet with Mr. Schultz and Mr. LaJeunesse to discuss this proposal further. The committee will get with the group to set up a time to meet.

**Approval of:**

- **Water & Sewer Master Plan**

No formal approval was made on this item.

**Approval of:**

- **Water & Sewer Impact Fee Facilities Plan**

It was decided there had been insufficient notice given for this item and it will be continued and re-noticed before approving.

**Approval of:**

- **Water & Sewer Impact Fee Analysis**

It was decided there had been insufficient notice given for this item and it will be continued and re-noticed before approving.

**Approval of:**

- **Rate Study**

Kiertan Smith reviewed the proposed water rates. The proposed rate will increase the base water rate from \$37.01 to \$65.81 for a one inch meter; the rate varies depending on meter size, which is proposed to increase a little each year until and including the year 2021 (see attached table 4-1).

Mr. Kohler asked Ron Phillips and Lynn Sulser what they recommended. Mr. Phillips and Mr. Sulser recommended approval of the rates as they were proposed. Mr. Kohler said the new rates will be effective immediately starting September 1, 2015.

**MOTION: A motion to accept table 4-1 as the new water rate effective September 1, 2015 was made by Mike Kohler. The motion was seconded by Mike Petersen and carried with the following vote:**

**AYE: Danny Goode  
AYE: Greg McPhie  
AYE: Kendall Crittenden  
AYE: Kipp Bangerter  
AYE: Mike Kohler  
AYE: Mike Petersen  
AYE: Steve Farrell**

**NAY: None**

Kierstan Smith reviewed the proposed sewer rates. The proposed sewer rate is a flat rate, starting at \$44.20, which is proposed to increase slightly each year until and including the year 2021 (see attached table 4-2). The proposed flat rate is based on one residential ERU. The board asked Steve Jackson how many gallons a day that would be. Mr. Jackson responded

that it would be about 340 gallons per day per ERU. For something such as a hotel, the number of ERUs would be based on the type of facility.

Mr. Phillips recommended approval of the sewer rates as proposed. The sewer rates will be effective immediately starting September 1, 2015.

**MOTION: A motion to accept table 4-2 as the new sewer rate effective September 1, 2015 was made by Steve Farrell. The motion was seconded by Kendall Crittenden and carried with the following vote:**

**AYE: Danny Goode  
AYE: Greg McPhie  
AYE: Kendall Crittenden  
AYE: Kipp Bangerter  
AYE: Mike Kohler  
AYE: Mike Petersen  
AYE: Steve Farrell**

**NAY: None**

Kendall Crittenden left the meeting at 6:40 p.m.

**Other business:**

Regarding the moratorium, Mike Kohler said he will contact the attorneys to draft the resolutions for the proposed impact fees and a public hearing for them noticed for 14 days. The impact fees will be in effect 90 after days. After approval of the impact fees, the moratorium will be lifted.

Greg McPhie asked Mike Kozakowski about the water break in his neighborhood and if it was related to his issue. Mr. Kozakowski replied that it was an indirect problem. Lynn Sulser commented that it had been a PRV issue related to a rock in the line.

**MOTION: A motion to adjourn was made by Greg McPhie. The motion was seconded by Kipp Bangerter and carried with the following vote:**

**AYE: Danny Goode  
AYE: Greg McPhie  
AYE: Kipp Bangerter  
AYE: Mike Kohler  
AYE: Mike Petersen  
AYE: Steve Farrell**

**NAY: None**

**ABSENT: Kendall Crittenden**

The meeting adjourned at 6:44 p.m.

Report Criteria:

- Detail report.
- Invoices with totals above \$0 included.
- Only paid invoices included.
- Invoice.Batch = {<>} "99"

Vendor	Vendor Name	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>341-PRAXAIR DISTRIBUTION</b>						
49569	341-PRAXAIR DISTRIBUTION	CARBON DIOXIDE BULK LIQUID	08/17/2015	8,025.97	8,025.97	08/27/2015
Total 341-PRAXAIR DISTRIBUTION:				8,025.97	8,025.97	
<b>A-CORE CONCRETE CUTTING, INC.</b>						
8550	A-CORE CONCRETE CUTTING,	CONCRETE CUTTING - AREA A WATER	07/31/2015	250.00	250.00	08/27/2015
Total A-CORE CONCRETE CUTTING, INC.:				250.00	250.00	
<b>ADT SECURITY SERVICES</b>						
15627	ADT SECURITY SERVICES	SECURITY SERVICE - MINE SHOP	09/01/2015	40.52	40.52	08/27/2015
15627	ADT SECURITY SERVICES	SECURITY SERVICE - OLD KEETLEY PUMP STATION	09/01/2015	40.52	40.52	08/27/2015
Total ADT SECURITY SERVICES:				81.04	81.04	
<b>AMERICAN FENCE COMPANY</b>						
15575	AMERICAN FENCE COMPANY	TEMPORARY FENCE FOR MINE COLLAPSE THROUG	08/20/2015	104.00	104.00	08/27/2015
Total AMERICAN FENCE COMPANY:				104.00	104.00	
<b>AT&amp;T</b>						
9500	AT&T	PHONES/LONG DISTANCE	08/09/2015	46.03	46.03	08/27/2015
Total AT&T:				46.03	46.03	
<b>AWWA CUSTOMER SERVICE</b>						
15552	AWWA CUSTOMER SERVICE	2015 UTILITY MEMBERSHIP/PERSONAL MEMBERSHI	08/26/2015	366.00	366.00	08/27/2015
Total AWWA CUSTOMER SERVICE:				366.00	366.00	
<b>BANKCARD CENTER</b>						
15618	BANKCARD CENTER	WALGREENS #11523 HEBER CITY UT	08/14/2015	21.24	21.24	08/27/2015
15618	BANKCARD CENTER	FUNERAL FLOWERS 617-8616970 MA	08/14/2015	152.02	152.02	08/27/2015
15618	BANKCARD CENTER	GO WIRELESS UT 0468 HEBER CITY UT	08/14/2015	144.34	144.34	08/27/2015
Total BANKCARD CENTER:				317.60	317.60	
<b>BLUE STAKES OF UTAH</b>						
15578	BLUE STAKES OF UTAH	BLUE STAKES	07/31/2015	142.00	142.00	08/27/2015
Total BLUE STAKES OF UTAH:				142.00	142.00	
<b>BOWEN COLLINS &amp; ASSOCIATES</b>						
11530	BOWEN COLLINS & ASSOCIATE	GENERAL SERVICES	08/03/2015	742.50	742.50	08/27/2015
11530	BOWEN COLLINS & ASSOCIATE	GENERAL SERVICES	08/03/2015	742.50	742.50	08/27/2015
11530	BOWEN COLLINS & ASSOCIATE	W/S SYS OP MASTER PLAN	08/03/2015	555.89	555.89	08/27/2015
11530	BOWEN COLLINS & ASSOCIATE	W/S SYS OP MASTER PLAN	08/03/2015	555.89	555.89	08/27/2015
Total BOWEN COLLINS & ASSOCIATES:				2,596.78	2,596.78	

Vendor	Vendor Name	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>BTE WEST INTERNATIONAL</b>						
15593	BTE WEST INTERNATIONAL	MINE SUPPLIES-BIBS	08/05/2015	198.27	198.27	08/27/2015
Total BTE WEST INTERNATIONAL:				198.27	198.27	
<b>CENTURYLINK</b>						
49595	CENTURYLINK	435-615-2046 794B	07/25/2015	69.38	69.38	08/27/2015
Total CENTURYLINK:				69.38	69.38	
<b>CHEMTECH-FORD INC</b>						
12350	CHEMTECH-FORD INC	WATER ANALYSIS	08/19/2015	90.00	90.00	08/27/2015
12350	CHEMTECH-FORD INC	WATER ANALYSIS	08/21/2015	51.00	51.00	08/27/2015
12350	CHEMTECH-FORD INC	WATER ANALYSIS	08/21/2015	240.00	240.00	08/27/2015
12350	CHEMTECH-FORD INC	WATER ANALYSIS	08/14/2015	28.00	28.00	08/27/2015
12350	CHEMTECH-FORD INC	WATER ANALYSIS	08/21/2015	21.00	21.00	08/27/2015
Total CHEMTECH-FORD INC:				430.00	430.00	
<b>COLONIAL LIFE</b>						
13250	COLONIAL LIFE	HEALTH INSURANCE PAYABLE	08/20/2015	48.14	48.14	08/27/2015
Total COLONIAL LIFE:				48.14	48.14	
<b>D.P. CURTIS TRUCKING</b>						
15593	D.P. CURTIS TRUCKING	DELIVER LIME	08/12/2015	1,184.95	1,184.95	08/27/2015
15593	D.P. CURTIS TRUCKING	DELIVER LIME	08/17/2015	947.08	947.08	08/27/2015
Total D.P. CURTIS TRUCKING:				2,132.03	2,132.03	
<b>DAYS MARKET HEBER</b>						
16680	DAYS MARKET HEBER	SUPPLIES-STAFF MEETING	07/13/2015	50.52	50.52	08/27/2015
16680	DAYS MARKET HEBER	SUPPLIES-SAFETY TRAINING LUNCHEON	07/14/2015	336.82	336.82	08/27/2015
16680	DAYS MARKET HEBER	SUPPLIES-MINE	07/30/2015	35.94	35.94	08/27/2015
16680	DAYS MARKET HEBER	SUPPLIES-MINE	07/08/2015	34.31	34.31	08/27/2015
16680	DAYS MARKET HEBER	SUPPLIES-CAKE/PLANTER FOR DARREL'S RETIREM	07/21/2015	111.52	111.52	08/27/2015
16680	DAYS MARKET HEBER	SUPPLIES-SALT FOR TREATMENT PLANT	07/21/2015	395.97	395.97	08/27/2015
Total DAYS MARKET HEBER:				965.08	965.08	
<b>EFTPS</b>						
15567	EFTPS	PAYROLL TAXES	08/21/2015	12,661.49	12,661.49	08/27/2015
Total EFTPS:				12,661.49	12,661.49	
<b>ELECTRICAL WHOLESALE SUPPLY OF UTAH</b>						
15623	ELECTRICAL WHOLESALE SUP	SUPPLIES/WTP	08/17/2015	56.07	56.07	08/27/2015
Total ELECTRICAL WHOLESALE SUPPLY OF UTAH:				56.07	56.07	
<b>FREEDOM MAILING SERVICES INC</b>						
15625	FREEDOM MAILING SERVICES I	UTILITY BILLING POSTAGE & PROCESSING - J	08/07/2015	374.72	374.72	08/27/2015
15625	FREEDOM MAILING SERVICES I	UTILITY BILLING POSTAGE & PROCESSING - TC	08/07/2015	441.05	441.05	08/27/2015
15625	FREEDOM MAILING SERVICES I	UTILITY BILLING POSTAGE & PROCESSING - NV	08/07/2015	67.32	67.32	08/27/2015
15625	FREEDOM MAILING SERVICES I	UTILITY BILLING POSTAGE & PROCESSING - SL	08/07/2015	5.93	5.93	08/27/2015
Total FREEDOM MAILING SERVICES INC:				889.02	889.02	



Vendor	Vendor Name	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>GENEVA POLYMER PRODUCTS</b>						
15634	GENEVA POLYMER PRODUCTS	SUPPLIES FOR MANHOLE LINE GOING INTO STATE P	08/09/2015	16,815.00	16,815.00	08/27/2015
15634	GENEVA POLYMER PRODUCTS	SUPPLIES FOR MANHOLE LINE GOING INTO STATE P	08/17/2015	38,080.00	38,080.00	08/27/2015
Total GENEVA POLYMER PRODUCTS:				54,895.00	54,895.00	
<b>GEOCYCLE LLC</b>						
15571	GEOCYCLE LLC	LIME SLUDGE	07/31/2015	3,931.60	3,931.60	08/27/2015
Total GEOCYCLE LLC:				3,931.60	3,931.60	
<b>GRAYMONT CAPITAL INC</b>						
21950	GRAYMONT CAPITAL INC	HIGH CALCIUM QUICKLIME	08/03/2015	5,741.12	5,741.12	08/27/2015
21950	GRAYMONT CAPITAL INC	HIGH CALCIUM QUICKLIME	08/13/2015	5,654.88	5,654.88	08/27/2015
Total GRAYMONT CAPITAL INC:				11,396.00	11,396.00	
<b>HACH COMPANY</b>						
26000	HACH COMPANY	SUPPLIES - TREATMENT PLANT	08/14/2015	872.57	872.57	08/27/2015
Total HACH COMPANY:				872.57	872.57	
<b>HEIDI HELLER</b>						
15634	HEIDI HELLER	CPR CLASS/TRAINING FOR EMPLOYEES	08/19/2015	450.00	450.00	08/27/2015
Total HEIDI HELLER:				450.00	450.00	
<b>HOME DEPOT CREDIT SERVICES</b>						
15562	HOME DEPOT CREDIT SERVIC	SUPPLIES/TREATMENT PLANT	08/11/2015	95.07	95.07	08/27/2015
15562	HOME DEPOT CREDIT SERVIC	SUPPLIES/TREATMENT PLANT	08/11/2015	51.71	51.71	08/27/2015
15562	HOME DEPOT CREDIT SERVIC	SUPPLIES/TREATMENT PLANT	08/10/2015	60.32	60.32	08/27/2015
15562	HOME DEPOT CREDIT SERVIC	SUPPLIES/TREATMENT PLANT	08/05/2015	73.53	73.53	08/27/2015
15562	HOME DEPOT CREDIT SERVIC	SUPPLIES/TREATMENT PLANT	08/13/2015	41.38	41.38	08/27/2015
15562	HOME DEPOT CREDIT SERVIC	SUPPLIES/TREATMENT PLANT	08/13/2015	242.97	242.97	08/27/2015
15562	HOME DEPOT CREDIT SERVIC	SUPPLIES/TREATMENT PLANT	08/03/2015	51.47	51.47	08/27/2015
Total HOME DEPOT CREDIT SERVICES:				616.45	616.45	
<b>I-D ELECTRIC, INC</b>						
15580	I-D ELECTRIC, INC	REPAIR - BUTTE PUMP STATION - WATER AREA B	08/12/2015	1,191.80	1,191.80	08/27/2015
Total I-D ELECTRIC, INC:				1,191.80	1,191.80	
<b>KARL MALONE CDJR</b>						
15627	KARL MALONE CDJR	MINE/FUEL FILTER	07/01/2015	62.32	62.32	08/27/2015
Total KARL MALONE CDJR:				62.32	62.32	
<b>McMASTER-CARR</b>						
15551	McMASTER-CARR	SUPPLIES/TREATMENT PLANT	08/04/2015	313.53	313.53	08/27/2015
15551	McMASTER-CARR	PARTS FOR CHLORINE LINE @ WCR	08/04/2015	99.23	99.23	08/27/2015
15551	McMASTER-CARR	TANK PRESSURE TRANSDUCER - WCR WATER	08/13/2015	334.23	334.23	08/27/2015
15551	McMASTER-CARR	SUPPLIES/TREATMENT PLANT	08/19/2015	105.83	105.83	08/27/2015
Total McMaster-CARR:				852.82	852.82	
<b>MIDWAY SANITATION DISTRICT</b>						
49044	MIDWAY SANITATION DISTRICT	SEWER BILLING	08/03/2015	14,470.29	14,470.29	08/27/2015

Vendor	Vendor Name	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total MIDWAY SANITATION DISTRICT:				14,470.29	14,470.29	
<b>MOUNTAINLAND SUPPLY CO</b>						
49200	MOUNTAINLAND SUPPLY CO	SUPPLIES AREA A SEWER	08/12/2015	57.71	57.71	08/27/2015
49200	MOUNTAINLAND SUPPLY CO	SUPPLIES AREA A SEWER	08/18/2015	149.95	149.95	08/27/2015
49200	MOUNTAINLAND SUPPLY CO	SUPPLIES AREA A SEWER	08/18/2015	337.58	337.58	08/27/2015
49200	MOUNTAINLAND SUPPLY CO	SUPPLIES AREA A SEWER	08/19/2015	284.00	284.00	08/27/2015
49200	MOUNTAINLAND SUPPLY CO	SUPPLIES AREA A SEWER	08/19/2015	18.48	18.48	08/27/2015
Total MOUNTAINLAND SUPPLY CO:				847.72	847.72	
<b>NALCO COMPANY</b>						
49220	NALCO COMPANY	MATERIALS FOR PLANT	08/07/2015	10,701.67	10,701.67	08/27/2015
Total NALCO COMPANY:				10,701.67	10,701.67	
<b>NICKERSON COMPANY, INC</b>						
15587	NICKERSON COMPANY, INC	BATTERY CHARGER/WCR FIRE PUMP	08/24/2015	650.00	650.00	08/27/2015
Total NICKERSON COMPANY, INC:				650.00	650.00	
<b>OUT BACK GRAPHICS</b>						
15601	OUT BACK GRAPHICS	CLOTHING ALLOWANCE FOR SHIRTS/HOODIES/JAC	08/03/2015	2,143.00	2,143.00	08/27/2015
Total OUT BACK GRAPHICS:				2,143.00	2,143.00	
<b>PITNEY BOWES GLOBAL FINANCIAL SERVICES</b>						
15560	PITNEY BOWES GLOBAL FINAN	SERVICE CHARGE	08/03/2015	32.00	32.00	08/27/2015
Total PITNEY BOWES GLOBAL FINANCIAL SERVICES:				32.00	32.00	
<b>QUESTAR GAS COMPANY</b>						
49590	QUESTAR GAS COMPANY	10500 N 1420 W MAINT BLDG	08/17/2015	7.91	7.91	08/27/2015
49590	QUESTAR GAS COMPANY	5780 N OLD HWY 40	08/11/2015	107.47	107.47	08/27/2015
49590	QUESTAR GAS COMPANY	FISHER LANE KEETLEY	08/17/2015	253.24	253.24	08/27/2015
49590	QUESTAR GAS COMPANY	10500 N 1420 W HEBER	08/05/2015	515.78	515.78	08/27/2015
49590	QUESTAR GAS COMPANY	7700 MARSAC AVE	08/19/2015	254.38	254.38	08/27/2015
49590	QUESTAR GAS COMPANY	9257 N UINTA DR	08/11/2015	7.58	7.58	08/27/2015
Total QUESTAR GAS COMPANY:				1,146.36	1,146.36	
<b>REVCO LEASING COMPANY</b>						
15588	REVCO LEASING COMPANY	COPIER LEASE	08/18/2015	697.32	697.32	08/27/2015
Total REVCO LEASING COMPANY:				697.32	697.32	
<b>ROCKY MOUNTAIN POWER</b>						
66200	ROCKY MOUNTAIN POWER	3162140-0015	08/20/2015	2,102.32	2,102.32	08/27/2015
66200	ROCKY MOUNTAIN POWER	25129164-0059	08/20/2015	7,370.00	7,370.00	08/27/2015
Total ROCKY MOUNTAIN POWER:				9,472.32	9,472.32	
<b>SHRED MASTERS</b>						
15633	SHRED MASTERS	DOCUMENT SHREDDING SERVICE	08/11/2015	29.00	29.00	08/27/2015
Total SHRED MASTERS:				29.00	29.00	

Vendor	Vendor Name	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>SQUIRE &amp; COMPANY, PC</b>						
15627	SQUIRE & COMPANY, PC	FINAL BILL AUDIT OF 12/31/2015 FINANCIAL STATEME	07/31/2015	3,700.00	3,700.00	08/27/2015
Total SQUIRE & COMPANY, PC:				3,700.00	3,700.00	
<b>STATE OF UTAH GASCARD</b>						
20500	STATE OF UTAH GASCARD	FUEL FOR VEHICLES	08/03/2015	367.91	367.91	08/27/2015
20500	STATE OF UTAH GASCARD	FUEL FOR VEHICLES	08/03/2015	2,433.43	2,433.43	08/27/2015
20500	STATE OF UTAH GASCARD	FUEL FOR VEHICLES	08/03/2015	963.36	963.36	08/27/2015
20500	STATE OF UTAH GASCARD	FUEL FOR VEHICLES	08/03/2015	206.15	206.15	08/27/2015
Total STATE OF UTAH GASCARD:				3,970.85	3,970.85	
<b>SUMMIT ENERGY LLC</b>						
15620	SUMMIT ENERGY LLC	NATURAL GAS TO TREATMENT PLANT	08/07/2015	3.14	3.14	08/27/2015
Total SUMMIT ENERGY LLC:				3.14	3.14	
<b>THE UPS STORE</b>						
15593	THE UPS STORE	SHIPPING TO RETURN PARTS FOR DISTRIBUTION	07/06/2015	151.94	151.94	08/27/2015
Total THE UPS STORE:				151.94	151.94	
<b>THE WASATCH WAVE</b>						
79500	THE WASATCH WAVE	FINANCE CHARGE	07/01/2015	.44	.44	08/27/2015
79500	THE WASATCH WAVE	GENERAL MANAGER ADD	07/15/2015	33.25	33.25	08/27/2015
79500	THE WASATCH WAVE	NOTICES FOR W/S IMPACT FEES	06/15/2015	626.00	626.00	08/27/2015
Total THE WASATCH WAVE:				659.69	659.69	
<b>THE XCAVATION COMPANY INC</b>						
15619	THE XCAVATION COMPANY INC	MINE REPAIR/DALY WEST SHAFT	08/02/2015	87,689.59	87,689.59	08/27/2015
Total THE XCAVATION COMPANY INC:				87,689.59	87,689.59	
<b>UMB BANK N.A.</b>						
15632	UMB BANK N.A.	JORDANELLE SSD SR 2009 ABC	08/20/2015	1,785.00	1,785.00	08/27/2015
Total UMB BANK N.A.:				1,785.00	1,785.00	
<b>UPPER CASE PRINTING INK</b>						
15625	UPPER CASE PRINTING INK	BILLING FORMS & ENVELOPES - J	08/05/2015	771.50	771.50	08/27/2015
15625	UPPER CASE PRINTING INK	BILLING FORMS & ENVELOPES - TC	08/05/2015	908.07	908.07	08/27/2015
15625	UPPER CASE PRINTING INK	BILLING FORMS & ENVELOPES - NV	08/05/2015	138.60	138.60	08/27/2015
15625	UPPER CASE PRINTING INK	BILLING FORMS & ENVELOPES - SL	08/05/2015	12.23	12.23	08/27/2015
Total UPPER CASE PRINTING INK:				1,830.40	1,830.40	
<b>UTAH DIVISION OF WATER QUALITY</b>						
17501	UTAH DIVISION OF WATER QUA	SFY 2016 UPDES MUNI DISCHARGE FEE/PERMIT UT0	08/19/2015	500.00	500.00	08/27/2015
Total UTAH DIVISION OF WATER QUALITY:				500.00	500.00	
<b>UTAH RETIREMENT SYSTEMS</b>						
66250	UTAH RETIREMENT SYSTEMS	JSSD STATE RETIREMENT	08/21/2015	13,869.34	13,869.34	08/27/2015
Total UTAH RETIREMENT SYSTEMS:				13,869.34	13,869.34	

Vendor	Vendor Name	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>VERIZON WIRELESS</b>						
68000	VERIZON WIRELESS	CELL PHONE SERVICE	08/01/2015	1,852.91	1,852.91	08/27/2015
Total VERIZON WIRELESS:				1,852.91	1,852.91	
<b>WASATCH AUTO PARTS</b>						
15604	WASATCH AUTO PARTS	SUPPLIES - DISTRIBUTION	07/20/2015	38.97	38.97	08/27/2015
15604	WASATCH AUTO PARTS	AUTOMOTIVE SUPPLIES	07/21/2015	21.27	21.27	08/27/2015
15604	WASATCH AUTO PARTS	SUPPLIES - MINE	08/10/2015	21.89	21.89	08/27/2015
Total WASATCH AUTO PARTS:				82.13	82.13	
<b>WASATCH PROPERTY MAINTENANCE</b>						
15601	WASATCH PROPERTY MAINTENANCE	ASPHALT REPAIRS/DEER CREST AREA A WATER	08/19/2015	400.00	400.00	08/27/2015
15601	WASATCH PROPERTY MAINTENANCE	ASPHALT REPAIRS/DEER MOUNTAIN AREA B WATER	08/19/2015	2,000.00	2,000.00	08/27/2015
Total WASATCH PROPERTY MAINTENANCE:				2,400.00	2,400.00	
<b>ZIONS BANK PUBLIC FINANCE</b>						
90000	ZIONS BANK PUBLIC FINANCE	SID ADMINISTRATION FEE 2015 (AREA C)	08/05/2015	15,000.00	15,000.00	08/27/2015
90000	ZIONS BANK PUBLIC FINANCE	SID ADMINISTRATION FEE 2015 (TUHAYE PROJECT)	08/05/2015	15,000.00	15,000.00	08/27/2015
Total ZIONS BANK PUBLIC FINANCE:				30,000.00	30,000.00	
Grand Totals:				292,332.13	292,332.13	

Date approved: \_\_\_\_\_

JORDANELLE SSD

Board Members: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Report Criteria:

- Detail report.
- Invoices with totals above \$0 included.
- Only paid invoices included.
- Invoice.Batch = {<>} "99"

# GENERAL MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of August, 2015, by and between the JORDANELLE SPECIAL SERVICE DISTRICT, herein after called "JSSD", as a party of the first part, and RONDALL V. PHILLIPS, hereinafter called "Phillips", as party of the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS, JSSD desires to employ the services of Phillips as General Manager of the Jordanelle Special Service District; and

WHEREAS, it is the desire of the Governing Board (hereinafter referred to as "the Board") to provide certain compensation and benefits to Phillips, establish the terms and conditions of employment with JSSD, and to define the working relationship between the Board and Phillips; and

WHEREAS, Phillips desires to accept employment with the JSSD as General Manager in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the JSSD and Phillips agree as follows;

## **SECTION 1. DUTIES**

The JSSD hereby agrees to employ Phillips as the General Manager of the JSSD to perform the functions and duties specified in the official job description of the General Manager position, and to perform such other legally permissible and proper duties and functions as the Board may assign to Phillips in the future.

## **SECTION 2. TERM**

- A. The term of this Agreement shall be an "indefinite term." For purposes of this Agreement, "indefinite" shall be deemed to mean "having no exact limits."
- B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Board to remove Phillips from the position of General Manager and terminate his employment with the JSSD under this Agreement at any time.
- C. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Phillips to resign at any time from his position as General Manager.
- D. Phillips shall commence his employment with the JSSD under this Agreement as the General Manager effective August 24, 2015.

- E. Manager agrees to remain the in the exclusive employ of JSSD, and neither to accept other employment nor to become employed by any other employer. The term “employed” shall not be construed to include occasional teaching, writing or consulting service performed on Phillips’ time off.

**SECTION 3. SALARY**

The JSSD shall pay to Phillips for his services as General Manager an annual base salary of Ninety-six Thousand Dollars (\$96,000.00), payable in periodic installments at the same time as other JSSD employees are paid and subject to the customary tax deductions and withholdings required by law and any withholdings authorized by Phillips. The amount of said salary may be adjusted by the Board at any time.

**SECTION 4. VACATION AND SICK LEAVE**

- A. Phillips shall be granted the same amount of vacation and sick leave given to full-time unclassified management employees of JSSD. The equivalent of one (1) year’s accumulation of vacation and sick leave shall be granted to Phillips initially upon the effective date of his employment with the JSSD. Notwithstanding any JSSD policy to the contrary, Phillips shall have the right to accumulate and carry over from year to year any and all vacation leave credited to him and be compensated in full for such unused vacation leave by the JSSD when Phillips’ employment under this Agreement is terminated for any reason.
- B. Phillips shall be credited for and be entitled to receive those sick leave benefits provided to all full-time JSSD employees.

**SECTION 5. DISABILITY, HEALTH AND LIFE INSURANCE**

The JSSD will provide and offer to Phillips and his qualified dependents the same insurance benefit packages and plans it provides and offers to all its full-time employees.

**SECTION 6. DUES AND SUBSCRIPTIONS**

The JSSD agrees to budget and pay for the professional dues and subscriptions of Phillips necessary for his continuation in national, regional, state and local associations or organizations necessary and desirable for his continued professional development and participation, growth and advancement, and for the good of the JSSD.

## **SECTION 7. PROFESSIONAL DEVELOPMENT**

The JSSD agrees to budget and pay for the reasonable travel and subsistence expenses of Phillips for professional and official travel, meetings and occasions adequate to continue the professional development of Phillips and to adequately pursue necessary official and other functions for the JSSD, including the annual conferences of the American Public Works Association (APWA) and such other national, regional, state and local public utility related groups and committees thereof which Phillips serves as a member. The JSSD also agrees to pay for the reasonable travel and subsistence expenses of Phillips to attend continuing education short courses, institutes and seminars related to his profession.

## **SECTION 8. GENERAL EXPENSES**

The JSSD recognizes that there are expenses of a non-personal and generally job-related nature that are incurred from time to time by Phillips. The JSSD shall pay directly or reimburse Phillips for such expenses upon receipt of proper documentation submitted monthly.

## **SECTION 9. COMMUNITY ACTIVITIES**

The JSSD recognizes the desirability of Phillips participating in service and charitable organizations in the County, and agrees to pay all reasonable expenses and fees related to Phillips' membership in the Heber Valley Rotary Club.

## **SECTION 10. HOURS WORKED**

The JSSD recognizes that Phillips is required to work and perform on behalf of the JSSD other than an "eight-to-five" basis. As General Manager, he is subject to call at any time, is required to attend night meetings, and is required to participate in various other activities that benefit the JSSD, often working long hours and at times that are not considered normal working hours. The JSSD expects Phillips to work out his schedule and working hours using good professional judgment in establishing flexible working hours.

## **SECTION 11. MOTOR VEHICLE**

Phillips' duties require that he shall have the exclusive use of a motor vehicle provided to him by the JSSD during his employment with the JSSD. The JSSD shall be responsible for paying for the liability, property damage, and comprehensive insurance for the motor vehicle, and for the costs to purchase, operate, maintain and repair said motor vehicle.

## **SECTION 12. INDEMNIFICATION**

To the extent the JSSD is required and authorized to do so, the JSSD shall indemnify, save harmless and defend Phillips for all civil claims, torts, professional liability claims or demands or

other legal action, whether groundless or otherwise, brought against Phillips arising out of an alleged act or omission by Phillips occurring during the performance of his duties as General Manager, and provided that such act of omission is not willful and wanton.

**SECTION 13. BONDING**

The JSSD will bear the full cost of any fidelity or other bond required of Phillips under any law or as may be deemed desirable by the JSSD.

**SECTION 14. GENERAL PROVISIONS**

- A. This Agreement constitutes the entire agreement between the parties concerning the rights granted herein and the obligations assumed herein. The terms of this Agreement can be modified only by a writing signed by both parties hereto.
- B. This Agreement shall become effective commencing August 24, 2015.
- C. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah and any judicial action brought by either of the parties hereto to enforce the terms and conditions of this Agreement and/or to recover damages for a breach of the Agreement, shall be brought in the Wasatch County District Court in Heber City, Utah.
- D. This Agreement is personal to the JSSD and to Phillips and may not be assigned or delegated by either party without the prior written consent of the other party.
- E. The text herein shall constitute the entire agreement between parties.
- F. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.
- G. If any term or condition of this Agreement shall be declared void or unenforceable by any court of competent jurisdiction, such term or condition shall be deemed severable from the remainder of this Agreement, and the other terms and conditions of this Agreement shall continue to be valid and enforceable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE JORDANELLE SPECIAL SERVICE DISTRICT

By: \_\_\_\_\_  
Michael Kohler, Chair

\_\_\_\_\_  
Rondall V. Phillips, General Manager