

TIMPANOGOS SPECIAL SERVICE DISTRICT
ADMINISTRATIVE BOARD MEETING MINUTES

APPROVED

July 15, 2021 6:00 p.m. Conference Room

Board Members:

Present: David Bunker Chandler Goodwin John Goodman
Sullivan Love *Chris Condie Craig White
Dale Ihrke Blaine Thomas *Jay Meacham
Richard Nielson *Brian Braithwaite

Excused: Mack Straw Mark Christensen

District Staff: Richard Mickelsen, District Manager Shannon Hansen, Administrative Manager
David Barlow, District Engineer Danette Smith, Board Secretary
Joe Martin, CPA

Others: Craig Carlile, Ray Quinney & Nebeker Brandon Wyatt, Bowen Collins & Associates
Ryan Bench, Carollo Engineers

Call to Order

David Bunker, Board Chair, called the meeting to order 6:02 p.m.

Public Comment

There was no public comment.

Approval of Minutes

1. Approval of the May 20, 2021 Administrative Board Meeting Minutes

Richard Nielson said on page one - line seven, the word "electronic" should be removed and replaced with "present" as board members attended board meeting in person at the District.

Richard Nielson made a motion to approve the minutes of the May 20, 2021 Administrative Board Meeting with the change. Dale Ihrke seconded the motion. Those voting "Aye" – David Bunker, Dale Ihrke, Blaine Thomas, John Goodman, Craig White, Richard Nielson, Sullivan Love and Chandler Goodwin. The motion passed unanimously.

Consent Calendar

1. Archer Western – Pay Request #10
2. Archer Western – Pay Request #11
3. COP Construction – Pay Request #1
4. COP Construction – Pay Request #2
5. Brown and Caldwell Blower CM Change Order #1
6. Brown and Caldwell Master Plan Change Order #1
7. MB & Sons LLC Emergency Hauling Contract0
8. West gate proposal

Jay Meacham arrived. 6:04 p.m.

Craig Carlile said item 7 - MB & Sons Emergency Hauling Contract, would need a statement read as to why this is an emergency and why we didn't go out to bid. David Bunker said we could pull item 7 off the consent calendar and put as an action item to make that statement.

1 **Chandler Goodwin made a motion to approve the Consent Calendar subject to removing item 7 - MB and**
2 **Sons LLC Emergency Hauling Contract, to a regularly noticed action item. Dale Ihrke seconded the motion.**
3 **Those voting “Aye” – David Bunker, Dale Ihrke, Blaine Thomas, John Goodman, Craig White, Richard Nielson,**
4 **Jay Meacham, Sullivan Love and Chandler Goodwin. The motion passed unanimously.**

5
6 **Finance**

7 **1. Financial Report**

8 Joe Martin presented the financials for April 2021 and May 2021. Joe said the board could review the April
9 financials and let him know if there were any questions. Joe went through the May financials. Joe said total operating
10 revenue is down a little from last year at this time. Total operating expenses are a little higher than they were last year
11 at this time. Joe said it is normal for expenses to increase from year to year. Impact fee revenues are higher this year
12 than they were at this time last year. Joe said the interest expense should be closer to \$2 million so he would need to
13 take a look at that. The line that shows state appropriations is at \$0.00 right now, but we received a payment in July so
14 that will show on the July financials. Joe said the impact fee report shows we did not receive a report from Eagle
15 Mountain. Joe said that is an error; they did submit the report to us, but not the payment, which we believe will be here
16 soon.

17 *Chris Condie and Brian Braithwaite arrived. 6:15 p.m.

18
19 **Action Items**

20 **1. Crown Castle Sublease Contract**

21 Rich said there is a cell tower on the northwest section of the District’s property. We receive \$24,000 a year from
22 the lease with Crown Castle. That will increase about 3% each year with the cost-of-living. Dish-Network has moved
23 into the cell phone market and are acquiring cell tower access from different locations. They have contacted Crown
24 Castle to put another antenna on the cell tower on District property. This agreement says the sub-lessee would pay
25 monthly 30% or \$300 of revenue, whichever is greater. Also, Schedule I states additional rent shall not increase and
26 shall not be subject to any rent escalations. Rich said Crown Castle has access, and if there is a problem on the tower,
27 they will facilitate the repairs. This document would let Dish-Network know that we are willing to let them sublease
28 but still have to determine the conditions.

29 Dale Ihrke asked the term on this sublease. Rich said there is no term, it would be ongoing. The way this is written,
30 we could pull out anytime. Dale asked what the downsides are for the District. Rich said Crown Castle has been here
31 doing maintenance on the tower recently and we had to accommodate them after hours a few times. Dale asked if they
32 have access to the entire plant when they access the tower. Rich said yes, that is why we have someone here when they
33 are on site. David Bunker said that concerns him that we have to be here after hours to give them access. Dale asked
34 if there is a way for them to have access to the tower without having access to the whole plant. Rich said yes, the
35 compost area has the potential to add another gate, so they have restricted access. David said he is not excited about a
36 sub-lease and thinks we would negotiate directly with someone if we wanted to do that. David said if this is just an
37 agreement to define terms, he doesn’t know why we would define compensation terms if we haven’t defined all other
38 terms as well. The compensation is a pretty small amount, especially if we need to have people here after hours.
39 Chandler asked if we are paying staff overtime to be here after hours. Rich said yes. Chandler asked if it would be
40 worth it to add a provision that they are responsible to reimburse the District for the overtime. Rich said if the board is
41 amenable to work with them, he would recommend defining the terms now, otherwise let them know so they can move
42 on. Dale said the only way he would want to do it, is if they had no access to the plant and staff didn’t have
43 involvement, or they reimbursed for overtime. Rich said we should also get rid of the sentence in Schedule I “The
44 additional rent shall not increase and shall not be subject to any rent escalations.” David said he would also add that
45 any sub-lease automatically terminates if the lease with Crown Castle terminates. Rich said the lease with Crown
46 Castle is perpetual for 20 years and it gets revisited every 5 years. David said we should add that the sub-lease gets
47 revisited at the same time as the original lease with Crown Castle.

48 **Blaine Thomas made a motion to approve the Crown Castle Sub-Lease Agreement with modifications 1)**
49 **remove the sentence “The additional rent shall not increase and shall not be subject to any rent escalations” 2)**
50 **tie the termination of the sub-lease with the original lease, so it is on the same timeline 3) limit access to the**

1 facility, by putting a fence on the south side of facility at their cost or pay for overtime for District employees if
2 needed to provide access. Chandler Goodwin seconded the motion. Those voting "Aye" – Dale Ihrke, Brian
3 Braithwaite, Blaine Thomas, John Goodman, Craig White, Chris Condie, Jay Meacham, Richard Nielson,
4 Sullivan Love and Chandler Goodwin. Those voting "Nay" – David Bunker. The motion passed with a
5 majority vote.
6

7 2. MB & Sons LLC Emergency Hauling Contract

8 Rich said we have a contract with one hauler now and he is having trouble keeping up. Rich said the contractor did
9 not plan on us sending him upwards of 1000 tons of biosolids; we have typically been around 730-760 tons. When we
10 went to hauling all the biosolids with no composting, he could not keep up, so we went to the next hauler on the bid
11 list. They have helped us haul several times within the last six weeks. Rich said he thinks it is exposing the District to
12 some liability by not having a contract. That is why this is an emergency contract; we need to keep the solids hauled
13 off site and need to reduce the risk of liability by having a contract. Craig Carlile said the District is required to get rid
14 of biosolids; the contracted hauler cannot keep up and it is an emergency to get the biosolids off site. David Bunker
15 said this is the next low bid hauler. Rich said yes, and this is the pricing they gave us in January 2020 and is a cost
16 increase from the current hauler.

17 Brian Braithwaite made a motion to approve and direct Rich to sign the Hauling Contract between TSSD
18 and MB & Sons LLC. Dale Ihrke seconded the motion. Those voting "Aye" – David Bunker, Dale Ihrke,
19 Brian Braithwaite, Blaine Thomas, John Goodman, Craig White, Chris Condie, Jay Meacham, Richard Nielson,
20 Sullivan Love and Chandler Goodwin. The motion passed unanimously.
21

22 Communication

23 1. Managers' Report

24 Rich acknowledged Shawn Parker, Pretreatment Inspector. Rich said the TSSD Pretreatment Department won the
25 WEAU Award for Best Pretreatment Program in the State. Shawn said David Land, Pretreatment Coordinator, is
26 fantastic to work for and is very knowledgeable in the pretreatment program.

27 Rich said the effluent phosphorus ytd average is .5 mg/L. The operators have done a great job to keeping an eye on
28 that and keeping the phosphorus under 1 mg/L. The Total Inorganic Nitrogen (TIN) is under 10 mg/L for the year.
29 That will be the next level of nutrients that DWQ will be looking for, but we are doing well. Right now, the plant is
30 running well, and we are making good progress.

31 Rich said about a year ago he reached out to Pleasant Grove City, and American Fork City who were part odor
32 lawsuit and settlement to see if we could take a look at doing indoor composting. Their initial response was they would
33 take a look at it; after several months they said no, the District must comply. Rich said with David Bunker's support,
34 we were able to reach out on a personal level, and there was some interest to revisit that after the composting shut
35 down. In the meantime, we have coordinated with Aqua Engineering and with the Engineered Composting Systems
36 firm out of the State of Washington. They have a composting process where the odors are significantly contained.
37 Rich said he visited the composting facility in Washington and decided it was a worthwhile and an achievable process
38 that we could do here at the District. Rich said he then went to Washington with American Fork City Administrator
39 David Bunker, American Fork Mayor Brad Frost, Pleasant Grove City Administrator Scott Darrington, Pleasant Grove
40 Mayor Guy Fugal and Mark Robinson, who represents the business community, to see the composting facility. They
41 were very open minded and asked a lot of questions. Our old process used air blown into the compost piles which were
42 covered. This process will increase the air flow by about 10, so we will be using more power and more air, but we will
43 not let the piles go anaerobic. Rich explained that when it goes anaerobic there is the tendency to have more odor. If
44 we can keep more air into it, then the biology will do more work and break down faster. We will not need as much
45 space but will still need about 3 acres. There is not another facility that does this on the scale of our size.

46 Rich said they are amenable to talking about having a process, but we have not settled. Rich requested they give
47 him some direction by August as the board retreat is in September. We will discuss it at the retreat and will be making
48 many decisions about projects we are planning. Rich said he anticipates there will be several city council members that
49 will want to travel to Washington to view the process. David Bunker said the plant is going to change processes a little
50 and we need to take care of biosolids regardless. If this is an option that will be scalable and we can implement here, it

1 just gives us one more potential option. There are other options, and maybe even less expensive options, and as a
2 board we will need to weigh all those options. If Pleasant Grove and Mark Robinson say they are amenable to having
3 the District explore this, we can add it to our options to take care of our biosolids.

4 Rich updated the board on the limno corrals. Rich said he received a notification from legislature that they would
5 like him to present on October 19th to the appropriations committee. He will get five minutes to present to them on the
6 progress of the limno corrals. They gave us the \$166,638.00 which is paying for this work we are doing. They also
7 want to give us another \$200,000.00. We are in the process of doing an agreement now. The reason for the study is
8 because humans have had an impact on Utah Lake and in the past have put a lot of nutrients into the lake. The
9 question is whether we can do something to help recover the lake. We have multiple different experiments going on.
10 We are trying to find something that can help the whole lake, or to know there is a potential way to help the lake.

11 The Utah Lake Water Quality Study is for the purpose of setting phosphorus and nitrogen limits. We have been
12 preparing how to solve it, if those nutrient limits are decreased by the state. Rich said he has prepared for a TIN limit of
13 10 mg/L. If it comes back lower, he has not prepared for that and it will be very problematic, because it will cost us
14 \$100,000 to get to 10 mg/L. Rich said if anyone wanted to take a look at the limno corrals, he would take them out.
15 There have been a lot of windstorms and our corrals have been beat up. Staff have gone out and put reinforcements
16 around them. BYU and the Oreohelix contractors have been testing parameters on the lake. We have a sample
17 analysis plan in place, but it has not been presented to the science panel because they have not had a meeting since the
18 plan was put in place. Rich said he feels we are answering a lot of questions the science panel has asked as they have
19 not gone and done the experiments. They have done a lot of experiments in the lab but not actually out in the lake.

20
21 **Closed Meeting**

22 **1. To discuss litigation, property acquisition and personnel**

23 There was no closed meeting.
24

25 **Adjourn: Chandler Goodwin made a motion to adjourn. Sullivan Love seconded the motion. All present**
26 **“Aye”. Meeting adjourned 6:54 p.m.**
27