Subject: Op-ed: Jordanelle fiasco is hurting Utah's ability to fund its infrastructure | The Salt Lake Tribune Date: $\quad$ Saturday, February 21, 2015 at 2:59:35 PM Mountain Standard Time
From: Jodi Hoffman
To: John Dougall
CC: Jodi Hoffman
Category: Auditor

Jodur Hoffman
Hoffman Law
1887 Gold Dust Lane Suite 303
Park City, UT 84060
jhoffman@xmission.com
435.901 .0805

This communication may contain privileged and confidential information protected by the Electronic Communications Privacy Act, 18 U.S.C. Secs. 2510-2521. It is intended only for the use of the recipient named above. If you are not the intended recipient of this communication, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone or email.
http//www. Sltrib.com/opinion/2202474-155/op-ed-iordanelle-fiasco-is-hurting-utahs

## Op-ed: Jordanelle fiasco is hurting Utah's ability to fund its infrastructure

My responsibility is to represent the interests of that mutual fund. Many of those fund shareholders are members of the armed services, veterans and their families.

JSSD claims that its bond default will not affect you. That is simply not the case. Just last week, a Utah city was unable to borrow in the public markets because of concerns over this troubled situation. Investors in bonds of Utah public entities provide critical financing for public infrastructure, such as roads, bridges, water facilities and schools. If those investors lose confidence, it will raise borrowing costs for Utah local governments - costs ultimately borne by Utah residents. Utah's bond lenders are waiting expectantly to see whether the state will allow its local governments to mistreat their investors or whether it will intervene to right a clear wrong.

At the core of this bond default is JSSD's questionable management of improvements in the Jordanelle basin. It begins with JSSD's choice to finance a state-of-the-art wastewater treatment plant with special assessment bonds: These bonds are typically issued to finance improvements, such as roads and sewer lines, that are more localized. By financing localized improvements, the

## Subject: Fwd: Wasatch County Recorder 11,17,2014

## Date: Tuesday, November 18, 2014 at 9:18:09 AM Mountain Standard Time

## From: Jodi Hoffman

To: Deidre Henderson
CC: Jodi Hoffman, Paul Rogers, John Dougall

## Category: Auditor

Senator Henderson,
In October, you heard testimony from the JSSD attorneys that Wasatch County does not foreclose on property for nonpayment of water reservation fees. Based on our limited inquiries, we believe eight lots within the JSSD area were actually foreclosed upon and lost for non-payment of water reservation fees and will forward that evidence to you once it is compiled.

Until then, here is an audio file from yesterday (November 17, 2014). It is a recording of
' attempt to pay his 2012 property taxes (and not other water reservation fees or attachments) at the Wasatch County Treasurer's Office. I have also attached documents filed with and received from the county yesterday.

This property is current on its [JSSD] assessment area payments. It is not current on payment of water reservation fees or similar fire reservation fees that the County charges for fire protection on his undeveloped land.

The audio is of
Wasatch County is quite clear that 1 ) 15 minutes long.

County Treasurer highlights from the audio are:
"The problem is: any payments that are made will go toward the special [JSSD] first before they go to tax, because that's the way the law reads for us to break it down.
"The only way around it is to go to the JSSD and have them to give us a letter to remove [those fees]."
"Once [the JSSD fee] is attached to the property, it as though if it is the tax."
"[Any payment] goes to interest first, penalty, specials [SSDs] and then tax. The last thing to get paid is the tax"
"Because you leave taxes owing, you'll still have penalties and interest"
"It will eventually go to tax sale, once it is five years delinquent"

It was interesting to note that the County blames the State Legislature for this.
: "So who decides how the payments are applied?"
County: "It comes from the state code. So, the legislature makes that decision."
This event is consistent with interviews i have had with other property owners (and their title company) surrounding the Jordanelle with respect to their attempts to pay property taxes, without paying water reservation fees.

Subject: Fwd: JSSD Area C Legislative Tour 12/1/14
Date: Monday, December 1, 2014 at 9:37:36 AM Mountain Standard Time
From: Jodi Hoffman
To: John Dougall
CC: Jodi Hoffman
Category: Auditor
Mr. Dougall,
I received the attached email today.

Joduthoffman
Hoffman Law
1887 Gold Dust Lane Suite 303
Park City, UT, 84060
jhoffman@xmission.com
435.901.0805
ation protected by the Electronic Communications Privacy Act, 18 U.S.C. Secs. jove. If you are not the intended recipient of this communication, or the employee or hereby notified that any dissemination, distribution, or copying of this communication r, please immediately notify us by telephone or email.

Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)

## Fwd: News Release - Office of the Utah State Auditor Releases Audit of the Jordanelle Special Service District <br> 1 message

StateAuditornews SA [stateauditornews@utah.gov](mailto:stateauditornews@utah.gov)
Tue, Aug 25, 2015 at 1:43 PM
To: Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)
This email was sent to our list of news media outlets, including the Deseret News and Salt Lake Tribune.

```
-------- Forwarded message ---------
From: StateAuditornews SA <stateauditornews@utah.gov>
Date: Mon, Apr 20, 2015 at 9:02 AM
Subject: News Release - Office of the Utah State Auditor Releases Audit of the Jordanelle Special Service District
To: StateAuditornews SA <stateauditornews@utah.gov>, Nicole Toomey Davis <ndavis@utah.gov>
```

The body of the email is the same as the attachment
If you have questions or would like to schedule an interview, please email ndavis@utah.gov.

## News Release

For Immediate Release
April 20, 2015
Office of the Utah State Auditor Releases
Audit of the Jordanelle Special Service District

## Salt Lake City, UTAH -

The Office of the Utah State Auditor (Office) today released its audit of the Jordanelle Special Service District (JSSD). The audit team investigated a wide array of issues such as appropriate use of funds by JSSD officials, the propriety of various land deals, record retention practices and other financial issues.

The full Audit Report may be found on the Office's website, auditor.utah.gov, specifically at http://financialreports.utah.gov/saoreports/2015/13-JSSD-8LJordanelleSSDJordanelleSpecialServiceDistrict.pdf

## About the Office of the Utah State Auditor

The Office of the Utah State Auditor provides Utah taxpayers and government officials with an independent assessment of financial operation, statutory compliance, and performance
management for state and local government.

Specific activities of the Office include performing financial audits, conducting Federal funds compliance audits, providing local government oversight, conducting agency and program performance audits, performing fraud and compliance audits, and operating the State Auditor Hotline for citizens to report suspected financial issues or improprieties. These capabilities strengthen Utah State Government and help taxpayers have confidence in the integrity of Utah's government agencies.

The Utah State Auditor is a Constitutional Officer of the State of Utah, elected directly by the state's citizens every 4 years. The role of the Utah State Auditor is authorized in Article VII, Section 15 of the Utah Constitution. For more information, see auditor.utah.gov.

## Contact:

Nicole Toomey Davis
Public Information Officer
Office of the Utah State Auditor
801-678-4835
ndavis@utah.gov

## --

Nicole Toomey Davis
Public Information Officer
Office of the Utah State Auditor
auditor.utah.gov
ndavis@utah.gov
801-678-4835 Direct
News: StateAuditorNews@utah.gov

## --

Nicole Toomey Davis
Public Information Officer
Office of the Utah State Auditor
auditor.utah.gov
ndavis@utah.gov
801-678-4835 Direct
News: StateAuditorNews@utah.gov

News Release - Office of the Utah State Auditor -Report NO. 13-JSSD-8L - Jordanelle Special Service
District.pdf
315K

## Fwd: FOX 13 INTERVIEW

1 message
Nicole Toomey Davis [ndavis@utah.gov](mailto:ndavis@utah.gov)
Tue, Aug 25, 2015 at 1:48 PM
To: Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)

Nicole Toomey Davis
Public Information Officer
Office of the Utah State Auditor
auditor.utah.gov
ndavis@utah.gov
801-678-4835 Direct
801-538-1025 Office
Forwarded message
From: Sampson, Matt [Matt.Sampson@fox13now.com](mailto:Matt.Sampson@fox13now.com)
Date: Mon, Apr 20, 2015 at 10:11 AM
Subject: FOX 13 INTERVIEW
To: "ndavis@utah.gov" [ndavis@utah.gov](mailto:ndavis@utah.gov)

Hello,

Fox 13 News would like to interview someone from the State Auditor's Office about the audit of Jordanelle Special Service District. Please e-mail us back or call us at 801-536-1313 with availability.

Thank you,

## Matt Sampson

Assignment Manager
Fox 13 News KSTU
801-536-1313 (o)
801-330-3798 (c)


# Fwd: [kuernews] News Release - Office of the Utah State Auditor Releases Audit of the Jordanelle Special Service District 

1 message

## Nicole Toomey Davis [ndavis@utah.gov](mailto:ndavis@utah.gov)

Tue, Aug 25, 2015 at 1:49 PM
To: Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)

Nicole Toomey Davis
Public Information Officer
Office of the Utah State Auditor
auditor.utah.gov
ndavis@utah.gov
801-678-4835 Direct
801-538-1025 Office
$\qquad$ Forwarded message
From: Andrea Smardon [asmardon@kuer.org](mailto:asmardon@kuer.org)
Date: Mon, Apr 20, 2015 at 12:02 PM
Subject: RE: [kuernews] News Release - Office of the Utah State Auditor Releases Audit of the Jordanelle Special Service District
To: "ndavis@utah.gov" [ndavis@utah.gov](mailto:ndavis@utah.gov)

Hello Nicole,

Is someone from the auditor's office available for a recorded interview today on the Jordanelle Special Service District? I could come to the office, or we could do it over the phone. Would it be possible to do it before 3pm?

Thank you,

Andrea Smardon
Reporter
KUER 90.1 FM
101 Wasatch Dr
Salt Lake City, UT 84112
Office: 801-587-8265
Cell: 206-409-2341
http://kuer.org

From: ndavis@utah.gov [mailto:ndavis@utah.gov] On Behalf Of StateAuditornews SA
Sent: Monday, April 20, 2015 9:02 AM
To: StateAuditornews SA; Nicole Toomey Davis
Subject: [kuernews] News Release - Office of the Utah State Auditor Releases Audit of the Jordanelle Special Service District

The body of the email is the same as the attachment

If you have questions or would like to schedule an interview, please email ndavis@utah.gov.

## News Release <br> For Immediate Release <br> April 20, 2015

Office of the Utah State Auditor Releases Audit of the Jordanelle Special Service District

## Salt Lake City, UTAH -

The Office of the Utah State Auditor (Office) today released its audit of the Jordanelle Special Service District (JSSD). The audit team investigated a wide array of issues such as appropriate use of funds by JSSD officials, the propriety of various land deals, record retention practices and other financial issues.

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The Utah State Auditor is a Constitutional Officer of the State of Utah, elected directly by the state's citizens every 4 years. The role of the Utah State Auditor is authorized in Article VII, Section 15 of the Utah Constitution. For more information, see auditor.utah.gov.

## Contact:

Nicole Toomey Davis
Public Information Officer
Office of the Utah State Auditor
801-678-4835
ndavis@utah.gov

Nicole Toomey Davis
Public Information Officer
Office of the Utah State Auditor
auditor.utah.gov
ndavis@utah.gov
801-678-4835 Direct
News: StateAuditorNews@utah.gov

Subject: WC Audit priorities
Date: Tuesday, February 5, 2013 at 12:33:46 PM Mountain Standard Time
From:
To: ryanroberts@utah.gov, jdougall@utah.gov
Priority: High
Category: Auditor
Ryan,
As discussed on the phone about the issues we have here with the county, I have attached some documents and have more to send you (a planning commission audio that we are having spliced) but the information attached and below is to help you get started. We have a great deal of information, boxes of it. If you feel there is not enough here, ask for more please. We would also be happy to come down and meet or have you up here. We have a wealth of information up here and many who have been helping with this for many, many years.

## Wasatch County Concrens:

1. Nepotism and Merit Pay-Open ended and broad merit pay system. Need to have procedures to determine performance evaluation to base merit pay. Attached doc with personnel.

Planning commission and board of adjustments appointments in Jan 2013- the county manager had no interviews of applicants even though he stated in public radio program that he did not know some applicants. We have that recording. Attached complaint sent to County manager this summer of questionable planning commissioners demeanor during a public hearing. No reply to citizen's complaint. Co manager just re- elected same commissioners as before.
2. County creates SSDs to hide actions, manipulate money, and hire family members. I.e. Parks and Rec should be a dept under Wasatch County Council. These SSDs are not under the County Manager or Attorney. They have evaded the management of manager and attorney, is a shell game to hide money. They continually raise county manager's pay and remove his authority and administrative duties.
Podcast recordings- http://wasatchtaxpayersassociation.com/committees/wasatchcountyI

List of all Wasatch Co special senvice districts:
http://www.co.wasatch.ut.us/Portals/0/code/pdfs/Wasatch\ County\ Code\ \ Title\ Six.pdf
(16) Ernie Giles Special Service District.? A person, and the Wasatch Fire Chief. The Ernie Giles Special Service District was established on April 21,1997 for the purpose of providing wastewater
collection within its jurisdiction in Wasatch County. The District was established pursuant to Wasatch

County Resolution 97-4.
3. Wasatch County council is their own advisory boards. I.e Wasatch Fire Board. Wasatch County council, WC fire district board, and WC board of equalization is one and the same. No independent review of the WC council's actions.
4. Board Pay-recent admission of it being illegal. Wasatch Fire district meeting on Jan $2^{\text {nd, }}$, the

Subject: Bell, CA and Wasatch County- Cousins?
Date: Thursday, March 21, 2013 at 2:35:22 PM Mountain Daylight Time
From:
To: 'Ryan Roberts', 'John Dougall'
Category: Auditor
Hi Ryan and John-
I received this email below from a citizen in Wasatch County, and I thought I'd forward it on to you. We have public officials in city and county gov't paying themselves monthly for sitting on countless committees when the state code says it's illegal. 17P-1-308-1ए
Board Pay- recent admission of it being illegal. Wasatch Fire district meeting on Jan $2^{\text {nd, }}$ the board admits that it's illegal to take board pay and didn't approve their warrants to pay themselves. A week later, at the Jordanelle SSD board meeting they approved their warrants to pay themselves. An audit, by your dept, of JSSD was started in the last 6 months- and promptly canceled last month? http://le.utah.gov/code/TITLE17B/htm/17B01 030800.htm

Today in USA Today, William Welch wrote the following:
"After Deliberating for nearly a month, a jury convicted five former elected officials of corruption in Bell, Calif., where prosecutors said they awarded themselves inflated salaries.
The charges stem from an investigation into corruption in the Los Angeles County city of 36,000.
The basic accusation against the City Council members was that they paid themselves salaries of up to $\$ 100,000$ a year, partly by adding payments for serving on boards that rarely met. An audit by the state controller's office also found that the city had illegally raised property taxes, business license fees and other revenue to the pay the salaries."
I thought this whole thing sounded so familiar with what we have going on. And like Bell California, citizens in our valley, have no idea how much our special service districts are really paying board members monthly, coupled with other perks.

## Thanks!

Confidentiality Notice: This e-mail may contain confidential and privileged material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive from the recipient), please contact the sender by reply e-mail and delete all copies of the message.

Subject: Re: Bell, CA and Wasatch County- Cousins?
Date: Monday, March 25, 2013 at 11:33:09 AM Mountain Daylight Time
From: Ryan Roberts
To:
CC: John Dougall
Category: Auditor

Thank you for the information. I have recorded in our database that the directors of the Jordaneile SSD are elected by the Wasatch County Commission. Is that consistent with your knowledge? It looks like 7 members of the board of trustees for the fire district are from the county, which leads one to believe that the county board is indeed the board of trustees of the fire district, possibly by statute. This would indeed fall under the provisions of Utah Code 17B-1-308. Either way, it appears they have corrected the situation.

I have contacted the Jordanelle SSD to inquiry as to whether any of their board members serve on the board as part of their official capacity as elected officials. As I hear back from them I will make sure they are treating their board members appropriately as it pertains to their compensation. If an elected official is appointed to a board, or elected to a board separate from their official capacity as an elected official, then they are entitled to compensation. However, if they serve on another board as part of their official capacity as an elected official and are compensated for that, then they should not also receive compensation as a board member from the district. We will watch for that phenomenon happening and would welcome any other specific instances you are aware of that we can follow-up on.

Thanks,
Ryan

On Thu, Mar 21, 2013 at 2:35 PM,
.rote:
Hi Ryan and John-
I received this email below from a citizen in Wasatch County, and I thought l'd forward it on to you. We have public officials in city and county gov't paying themselves monthly for sitting on countless committees when the state code says it's illegal. 17B-1-308-1E

Board Pay- recent admission of it being illegal. Wasatch Fire district meeting on Jan $2^{\text {nd, }}$ the board admits that it's illegal to take board pay and didn't approve their warrants to pay themselves. A week later, at the Jordanelle SSD board meeting they approved their warrants to pay themselves. An audit, by your dept, of JSSD was started in the last 6 months- and promptly canceled last month? http:///e. utah gov/code/TITLE17B/htm/17B01 030800.htm

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I thought this whole thing sounded so familiar with what we have going on. And like Bell California, citizens in our valley, have no idea how much our special service districts are really paying board members monthly, coupled with other perks.

Subject: JSSD standstill agreement
Date: Thursday, March 13, 2014 at 11:51:09 PM Mountain Daylight Time
From: Jodi Hoffman
To: John Dougall
Category: Auditor
John,
Here is Wasatch County's signed standstill commitment today.
Jodi Hoffman
Hoffman Law
1887 Gold Dust Lane Suite 303
Park City, UT 84060
jhoffman@xmission.com
435.901 .0805

Subject: Fwd: VR Acquisitions v. Wasatch County, et al.
Date: Thursday, February 5, 2015 at 7:35:37 PM Mountain Standard Time
From: Paul Rogers
To: John Dougall
Category: Auditor

Sent from my iPhone
Begin forwarded message:

From: "David A. Bryant" < dabryant@bryantlg.com>
Date: February 5, 2015 at 6:05:00 PM MST
To: Paul Rogers [paul@paulrogersgroup.com](mailto:paul@paulrogersgroup.com), Robert Jolley [robjolley@msn.com](mailto:robjolley@msn.com), Chris Kyler [chris@kkoslawyers.com](mailto:chris@kkoslawyers.com)
Subject: Fwd: VR Acquisitions v. Wasatch County, et al.

Attached motion filed today - paragraph 11. of the memo.
11. At the hearing on Plaintiff's Motion for Preliminary Injunction, multiple witnesses testified to the mass destruction of documents at the Defendant JSSD's offices during the summer of 2014 - a time period that corresponds to the existence of an audit into the JSSD's records by a state auditor.

David A. Bryant
Bryant L.G.
205 North Michigan Ave.
Ste. 3910
Chicago, IL 60601
(312) 235-4884

Begin forwarded message:

From: "McCaffrey, Timothy J." [tmccaffrey@freeborn.com](mailto:tmccaffrey@freeborn.com)
Date: February 5, 2015 at 4:09:23 PM CST
To: "David A. Bryant (dabryant@bryantlg.com)" [dabryant@bryantlg.com](mailto:dabryant@bryantlg.com)
Subject: FW: VR Acquisitions v. Wasatch County, et al.

TIMOTHY J. MCCAFPREY
Attorney at Law
(312) 360-6865 direct
tmccaffrey@freeborn.com

Timothy J. McCaffrey, Esq. (Admitted Pro Hac Vice)
Freeborn \& Peters Llip
311 South Wacker Drive, Suite 3000
Chicago, Illinois 60606
Telephone: (312) 360-6000
Facsimile: (312) 360-6520
Email: tmccaffrey@freeborn.com
--and-
Michael R. Johnson, Esq. (7070)
Robert G. Wing, Esq. (4445)
Jennifer R. Korb, Esq. (9147)
Matthew M. Cannon, Esq. (11265)
Ray Quinney \& Nebeker P.C.
36 South State Street, 14th Floor
Salt Lake City, Utah 84101
Telephone: (801) 532-1500
Facsimile: (801) 532-7543
Email: mjohnson@rqn.com
Email: rwing@rqn.com
Email: jkorb@rqn.com
Email: mcannon@rqn.com
Attorneys for Plaintiff

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH

## CENTRAL DIVISION

| VR ACQUISITIONS LLC | MOTION FOR AUTHORIZATION TO |
| :--- | :---: |
| Plaintiff, | BEGIN CONDUCTING DISCOVERY |
| IMMEDIATELY OR, IN THE |  |
| v. | ALTERNATIVE, FOR A |
| SCHEDULING CONFERENCE, AND |  |
| WASATCH COUNTY, the JORDANELLE | MEMORANDUM IN SUPPORT |
| SPECIAL SERVICE DISTRICT, the |  |
| JORDANELLE SPECIAL IMPROVEMENT |  |
| DISTRICT NO. 2005-2, JAY PRICE and <br> DAN MATTHEWS, | Judge: Honorable Dale Kimball 2:15-CV-00018 |
| Defendants. | Magistrate: Honorable Evelyn J. Furse |

Special Service District, Special Improvement District No. 2005-2, Dan Matthews, and Jay Price offered to prepare an order on the Motion, but as of today's date has failed to do so.
5. In its opposition to Plaintiff's Motion for Preliminary Injunction, Defendants presented their "threshold legal issues of jurisdiction [and] standing" to the Court.
6. On January 30, 2015, the Court, the Honorable Dale Kimball presiding, entered an Order denying Plaintiff's Motion for a Preliminary Injunction (the "Order"). [See Findings of Fact, Conclusions of Law, and Order, Dkt. 67] But in the Order, Judge Kimball rejected Defendants' arguments regarding standing and immunity, ruling instead that the United States District Court has personal jurisdiction over each of the Defendants, as well as subject matter jurisdiction over each of the claims alleged in Plaintiff's Complaint, and that Plaintiff has standing to pursue the claims in this lawsuit. [Order, at 9Tf 4, 5 and 6]
7. Judge Kimball also ruled that Plaintiff's claims are not barred by principals of comity, or by the Tax Injunction Act. [Id., פाff 7 and 8]
8. Indeed, Judge Kimball specifically found that Plaintiff had stated a claim against the Defendants upon which relief may be granted. [Order. at ๆ 6 ("If Plaintiff's allegations are true, Defendants have violated Plaintiff's constitutional rights, and the claims belong to Plaintiff. In addition, if the allegations of the Complaint are true, Plaintiff has suffered injury in fact. Plaintiff alleges it is injured because it must either pay an unconstitutional annual assessment or subject its property to foreclosure. According to the allegations of the Complaint, this injury is traceable directly to Defendants' actions.")]
9. Defendant Wasatch County filed a Motion to Dismiss, which Judge Kimball denied. [Dkt. 68]
16. Alternatively, pursuant to Federal Rule of Civil Procedure 16(a), Plaintiff requests that this Court order the parties to appear at a scheduling conference as soon as the Court's calendar allows in order to establish a scheduling order, so that Plaintiff may then commence discovery in this action.

## RELIEF REOUESTED

The "threshold legal issues" which Defendants wanted decided by the Court prior to any discovery have now all been decided, and Defendants' threshold legal arguments have now all been rejected. This Court, therefore, should now allow Plaintiff to initiate discovery in this matter.

Dated this $5^{\text {th }}$ day of February 2015.

## Ray Quinney \& Nebeker P.C.

/s/Michael R. Johnson
Michael R. Johnson
Robert G. Wing
Jennifer R. Korb
Matthew M. Cannon
Attorneys for Plaintiff

```
Subject: ... -.. ." . . .. . t your auditing of the JSSD with 4 attachments
Date: Monday, February 23, 2015 at 8:18:05 PM Mountain Standard Time
From:
To: jdougall@utah.gov
CC: ptonks@utah.gov
Category: Auditor
Sir,
I have heard that you will be releasing a report of your audit of the JSSD in Wasatch County. This release has become common knowledge in Wasatch County. I have been encouraged to send you this information. It is possible you have looked at this information already, but it is not clear that you have seen it so I am sending it to you just in case. The information is two-fold.
```

品

## Secondly,

There was another incident similar to Fishing with Bread. This incident involved George Holmes a JSSD board member. How this was discovered was as follows.

Janet Carson was going through the mail when she came across a late overdue payment from Heber Bank addressed to George Holmes.

She called Darrell Skow and asked him if he knew anything about the loan or the default on the payment. Darrell Skow told Janet not to worry about it and within 2 minutes came over and collected the letter of default from the Heber Bank from Janet. The letter was never seen again.

LeRoy Farrell another JSSD Board member found out about the loan default letter and approached the President of the Heber Bank to see if he could validate the loan to George Holmes. He asked the president about the loan which was guaranteed by JSSD the same way the Fishin with Bread land purchase was done. The president told LeRoy that they didn't like to discuss their clients transactions, but he couldn't deny the existence of the loan.

Where you have all of these people involved in your audit, it might be an easy quick inquiry to determine if there is something to look at.

I know you have been working hard on your audit of the JSSD and I don't want to delay your completion of the audit, but there was also an audit of the JSSD in 2000 where the same individuals were looked at for similar activity and only offered education on how to improve their practice at JSSD. Yet, here we are 15 years later with the same issues that were brought out in 2000.

Van Christensen [vchristensen@utah.gov](mailto:vchristensen@utah.gov)

## JSSD

Van Christensen [vchristensen@utah.gov](mailto:vchristensen@utah.gov)
Fri, Oct 24, 2014 at 11:41 AM
To: Jon Bronson [Jonathan.Bronson@zionsbank.com](mailto:Jonathan.Bronson@zionsbank.com)
Jon,
I understand that Koch has exercised a put option on their bonds. Do you know the approximate dollar value of the put that has been exercised? Also, do you know what happens now, for example how much time does JSSD have to pay Koch? I talked with Steve Capson and he mentioned that new bonds may be issued to pay off bonds related to the put option and that Zion's Bank may purchase the new bonds. Are you able to say anything about this?

Thanks, Van

JSSD
Jon Bronson [Jonathan.Bronson@zionsbank.com](mailto:Jonathan.Bronson@zionsbank.com)
Mon, Oct 27, 2014 at 9:28 AM
To: Van Christensen [vchristensen@utah.gov](mailto:vchristensen@utah.gov)

Hi Van. Koch owns about $\$ 9.76$ million in outstanding JSSD Area C bonds. Their put documentation gives JSSD until mid-February to take them out. We can only issue new, refunding bond if bond counsel can give a clean legal opinion. Right now, they can't because of bondholder rejection of the tender option to them on foreclosed properties. I am talking with Zions about the possibility of purchasing a new, refunding bond that would refinance only the property owners that are still current - but any such refinancing can't occur as long as bondholders still reject the tender on the previously foreclosed properties.

Why are you asking?

Jon Bronson

Zions Bank Public Finance
d 801.844.7375 | f 801.844.4484 | m 801.580.0416
jon.bronson@zionsbank.com | zionspf.com

From: Van Christensen [mailto:vchristensen@utah.gov]
Sent: Friday, October 24, 2014 11:41 AM
To: Jon Bronson
Subject: JSSD
[Quoted text hidden]
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Van Christensen [vchristensen@utah.gov](mailto:vchristensen@utah.gov)

## uSSD Water Reservation Fee Billings 2015

2 messages
Kierstan Smith, CPA [kierstansmith.cpa@gmail.com](mailto:kierstansmith.cpa@gmail.com)
Tue, Mar 10, 2015 at 12:16 PM
To: vchristensen@utah.gov

Hi Van,

Attached is the 2015 water reservation fee billing and the 2014 water reservation fee billing. If you need more information, please let me know.

Have a great day!

Kierstan Smith
CertifedPublicAccountont
PO Eom 331, Lehi UT $84043-0331$. $801-228-8333$

This message is for the designated recipient only and may contain privileged, proprietary, or otherwise private information. If you have received it in error, please notify the sender immediately and delete the original. Any other use of the e-mail by you is prohibited.

## 2 attachments

㽧 Copy JS WRF Final 2015 as Billed 2-24-15.xIsx
57K
( ${ }^{3}$ JS 2014 WRF.xlsx
92K


## Van Christensen [vchristensen@utah.gov](mailto:vchristensen@utah.gov)

## JSSD \& Twin Creeks SSD

3 messages
Liz Palmier [lpalmier@co.wasatch.ut.us](mailto:lpalmier@co.wasatch.ut.us)
Tue, Sep 16, 2014 at 9:57 AM
To: "vchristensen@utah.gov" [vchristensen@utah.gov](mailto:vchristensen@utah.gov)

Van,

I have compiled lists for you to review, from the request that you made of the recorder's office. You can view the documents contained within the list, on the Wasatch County Website. If you have not used this feature before please give me a call, and I will walk you through how to access them.

Elizabeth M Palmier
Wasatch County Recorder
25 N Main
Heber City, UT 84032
435-657-3214


## 10 attachments

All Docs From JSSD. PDF
394K
All Docs From Twin Creeks SSD.PDF
224 K
All Docs To JSSD.PDF 799K

All Docs To Twin Creeks SSD.PDF 452K

Notice of Rejection of SP WD.PDF 855K

TA Parcels in JSSD Ownership.PDF 409K

10 attachments
All Docs From JSSD.PDF
394K
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R All Docs To JSSD.PDF 799K

All Docs To Twin Creeks SSD.PDF 452K

Notice of Rejection of SP WD.PDF 855K

Parcels in JSSD Ownership.PDF 409K

Parcels in Twin Creeks SSD Ownership.PDF 22K

SP WD From JSSD.PDF 948K

Water Docs To JSSD.PDF
48K
酎 Water Docs To Twin Creeks SSD.PDF 259K


## Re: <br> 1 message

Julie Wrigley [jwrigley@utah.gov](mailto:jwrigley@utah.gov)
Wed, Jan 28, 2015 at 11:22 AM
To: "Brent R. Titcomb" [btitcomb@co.wasatch.ut.us](mailto:btitcomb@co.wasatch.ut.us)
Sure. I appreciate your willingness to help. I'm wanting to know if you have any additional evidence that the statutory requirements for publication and mailing to property owners was met for the Notice of Intention discussed in the 10/19/05 minutes. The 2/15/06 minutes indicate that you notified the council that the Notice was published appropriately and was mailed to the owners affected. Do you have any record of publishing or mailing the Notice? The $2 / 15 / 06$ minutes refer to an affidavit of publishing was filed in the County Clerk's office.
Would you still have that?
You mentioned that Janet Carson probably did those functions and you just talked to her about it. Could you clarify what happened as best as you remember?

We didn't discuss this yesterday but I have a similar question on whether there were any protests:
The 2/15/06 minutes also state that you noted the Protest Hearing was held on 11/23/05 and that no written protests against the creation of the SSD were received by November 22, 2005, nor were any verbal protests presented at that meeting. Further no written or verbal protests have been received since that time (to date of minutes).

Do you have any recollection of the protest hearing and/or direct knowledge as to whether any of the property owners protested?

Thanks again for your assistance.
Julie Wrigley
Audit Supervisor
desk: 801-538-1340
cell: 801-808-0194
fax: 801-538-1383
Office of the Utah State Auditor
Utah State Capitol Complex
East Office Building, Suite E310
PO Box 142310
Salt Lake City, Utah 84114
On Wed, Jan 28, 2015 at 10:40 AM, Brent R. Titcomb [btitcomb@co.wasatch.ut.us](mailto:btitcomb@co.wasatch.ut.us) wrote:
Dear Julie,

Would you please send me a list of things you asked for yesterday? I had a few things going on at the time of you call, It would help me find what you are look for.

Thank you,
Brent R. Titcomb


## Re: law reference?

1 message

## Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)

Fri, Dec 12, 2014 at 8:48 PM
To: Julie Wrigley [jwrigley@utah.gov](mailto:jwrigley@utah.gov)
Sorry I didn't see this sooner! I don't know if there's a law, but the contract between JSSD and SLSSD specifically states that.
Have a good weekend!
Sent from my iPhone
> On Dec 12, 2014, at 2:56 PM, Julie Wrigley [jwrigley@utah.gov](mailto:jwrigley@utah.gov) wrote:
$>$
> Hi Leslie,
$>$
> do you know the reference for the law that says rate payers in one district shouldn't have to subsidize the rate payers in another district?

```
\(>\)
```

> Julie Wrigley
Audit Supervisor
$>$
> desk: 801-538-1340
> cell: 801-808-0194
> fax: 801-538-1383
$>$
> Office of the Utah State Auditor
> Utah State Capitol Complex
> East Office Building, Suite E310
> PO Box 142310
> Salt Lake City, Utah 84114

## Re: Standards Question

1 message
Jason Allen [jasonallen@utah.gov](mailto:jasonallen@utah.gov)
Thu, Jun 12, 2014 at 4:33 PM
To: Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov), Julie Wrigley [jwrigley@utah.gov](mailto:jwrigley@utah.gov)
Cc: John Dougall [jdougall@utah.gov](mailto:jdougall@utah.gov)
I believe that such a situation could be consider a scope limitation, especially if you feel that having an attorney present in all your interviews would impede the evidence you need for your engagement. I'm sure that concerns comes because of your previous experiences with the different investigations you've conducted. I've also experienced similar situations over the years on various audits and investigations l've been involved with and through the CFE trainings we've each had. People are not generally open to auditors and even less likely to when they have some authority figure there next to them, especially one with such a legal presence as an attorney. Perhaps if the Board realized that we as auditors are just performing an audit/investigation (whatever you want to call it) and we are not on the judicial side of the investigation, they may back down. A scope fimitation in the report in addition to anything else that is found, just makes things worse for those being audited.

Although these standards may not exactly fit your type of engagement the general guidance from these citations may be helpful in your situation because they all come to the same conclusion - reports need to be modified when there is a scope limitation.

## Auditing Standards (AU-C):

Auditing standards require us to gain sufficient appropriate audit evidence, which includes inquiries of knowledgeable persons among many other ways (see AU-C 500). If that audit evidence is inconsistent or we have doubts over the reliability of the audit evidence we obtain then should perform other types of tests to be satisfied with the appropriateness and relevancy of the audit evidence. If we cannot obtain sufficient appropriate audit evidence then the opinions in the auditor's report should be modified (see AU-C 700.20 and 705.07). AU-C 705.11-. 14 further explains that the auditor should request management to remove management-imposed limitations on our ability to obtain sufficient appropriate audit evidence.

I'm not sure of whether the JSSD Board that is demanding the attorney to be present would be considered "management" or "those charged with governance" but regardless, unless the imposed limitation is removed to allow us to gain sufficient appropriate audit evidence, we would have to modify our opinion/report.

Also, one of the required representations we obtain from management (see AU-C 580.A35 and 580.11a) at the end of audits is that management has provided us with "unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence." If management refused to furnish written representations it constitutes a limitation on the scope of the audit (see AU-C 580.A34). Other representation required to be made by management include representations pertaining to fraud and noncompliance with laws and regulations (see AU-C 580.12-.13).

## Attestation Standards (AT):

Attestation standards have a similar requirement to obtain sufficient evidence to provide a reasonable basis for the conclusion that is expressed in the report. These standards also have similar report modifications if the scope of the engagement is restricted, whether imposed by the client or other circumstances, that prevents us from obtaining sufficient evidence (see AT 101.73-.75).

## Generally Accepted Government Auditing Standards (GAGAS or Yellow Book):

GAGAS has similar report modifications due to scope limitations when restrictions on access to records, government officials, or other individuals needed to conduct the audit whether the engagements are financial audits, attestation engagements, or performance audits (see $2.24 \mathrm{~b} ; 4.15 \mathrm{~b} ; 5.16 \mathrm{c}$; and 6.84).

Let me know if you need anything else.
Thanks,

Jason Allen, CPA, CFE
Audit Supervisor
Office of the Utah State Auditor
East Office Building, Suite E310
P.O. Box 142310

Salt Lake City, UT 84114-2310
Phone: (801) 808-0716
Fax: (801) 538-1383
jasonallen@utah.gov

On Thu, Jun 12, 2014 at 11:58 AM, Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov) wrote:
Hi Jason,
I have a question for you about standards . . .
We have a situation with Jordanelle Special Service District where the Board is demanding that their attorney be present for all interviews with JSSD personnel. We feel this impedes the interview. Could this be considered a scope limitation? Is there any other standard that may apply to this situation?

Thanks,
Leslie
--
Leslie Larsen, CPA, CFE
Office of the Utah State Auditor
Utah State Capitol Complex Ste E310
P.O. Box 142310

Salt Lake City, UT 84114
(801) 538-1348 office
(801) 808-0379 cell
(801) 538-1383 fax

# Re: State Auditor = MLS information request <br> 1 message 

Kris Poulson [KrisP@utahcounty.gov](mailto:KrisP@utahcounty.gov)
Tue, Apr 15, 2014 at 3:06 PM
To: Julie Wrigley [jwrigley@utah.gov](mailto:jwrigley@utah.gov)
Julie,
MLS 970842 (tax id 07-7557) was listed for $\$ 5.7 \mathrm{M}$ in $06 / 17 / 2010$ then dropped to $\$ 3.4 \mathrm{M} 9 / 27 / 2010$. Property located at South West corner where Highway 40 and River Road intersect (just south of subject property). MLS indicates it has not sold. 38.88 Acres.

MLS 1158613 (tax id 07-7649) was listed in 2004 for $\$ 2,049,300$ ( 37.26 acres) but did not sale (expired 03/06/2006). Located 3769 North Hwy 40.

Everything else are more recent listings (2010 or more recent). I searched for properties in Wasatch County that has sold or expired with more than 20 acres that contained " 07 " in the tax id. I did search for 07-7110 and the search returned nothing.

Unfortunately that was all the Wasatch Front MLS had for vacant land. There may be another MLS that Wasatch County Realtors use, but the Wasatch Front MLS is the only one I have access to.

Kris

Kris W Poulson
Utah County Assessor
100 East Center St
Provo, UT 84606
Office: 8018518275
Fax: 8018518282
Confidentiality Notice: This email and any attachments are confidential and may also be legally privileged. If you are not the intended recipient of this message, please delete it from you inbox and notify sender. You are notified that any dissemination, disclosure, distribution, copying, or retention of this message to any medium and its contents is strictly prohibited. Thank You for your cooperation.
>>> Julie Wrigley [jwrigley@utah.gov](mailto:jwrigley@utah.gov) 4/15/2014 1:13 PM >>>
Hello Kris,
I understand that Van Christensen spoke with you earlier today about a project we are working on and that you could help us get some information from the MLS.

My objective is to determine whether the sell price of a piece of property that was sold in 2006 approximated fair market value. I don't know if this is possible without doing an actual appraisal. Regardless, we would appreciate any information from the MLS that would be applicable to this sale as well as any guidance or suggestions you may have on how I can achieve my objective.

The parcel \# is 07-7110. It is near Heber, Utah and is approx 37 acres. Let me know if you need more identifying information.

Thank you for your assistance and please let me know if you have any questions.

Julie Wrigley

Audit Supervisor
desk: 801-538-1340
cell: 801-808-0194
fax: 801-538-1383
Office of the Utah State Auditor
Utah State Capitol Complex
East Office Building, Suite E310
PO Box 142310
Salt Lake City, Utah 84114

## JSSD Concluding Comment

1 message
Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)
Mon, Mar 16, 2015 at 4:17 PM
To: Van Christensen [vchristensen@utah.gov](mailto:vchristensen@utah.gov)
Hi Van,
Here are my thoughts for some specific examples to include with your verbiage for the concluding comment. I'm actually having a really hard time with this because their response has SO many distortions and deflections.

- Page 2 -The 15 year-old contracts referred to were active contracts and were, thus, required to be retained by the retention schedule.
- Page 2 - Credit card documentation was not missing because it had been destroyed in accordance with the retention schedule, but because it had never been required or accumulated by the District.
- Finding 2 - JSSD did hold 20 closed meetings between 2008 and 2012 for which it was unable to locate either the recordings or written minutes. May 19, 2014 letter offers a possible explanation for missing digital minutes/recordings, but does not change the fact they were missing. Also doesn't explain the missing audio cassettes which surely must have existed prior to implementation of digital recording.
- Finding 1 - Information was not provided in an open and timely manner based on our documentation of information requested as well as a reasonable deadline imposed compared to the actual date received from the District. Also based on restricted access to District personnel. Had this been a financial statement audit in accordance with GAAP, we would have cited a scope limitation and withdrawn from the engagement.
- Finding 4 - The Board responses to the questions about the Strawberry Lakeview SSD write-off were inconsistent and did not prove the write-off was done with the full knowledge of the Board. The Feb 2012 Board discussion is irrelevant to the issues discussed in the finding.
- Finding 6 - An after-the-fact description of a transaction is not sufficient for audit purposes. A large land purchase should be adequately documented in the entities records. There is NO evidence the NVSSD property purchase was "fully vetted." We do acknowledge in $b$. that the District was contracted to perform the management function for NVSSD. We believe the County Council, when acting as the Board for SSD's, should serve the citizens of the SSD, and not be conducting transactions which may impact all citizens of the County.
- Finding 7-We stand-by our assessment that the District resisted implementation of better controls over credit card use based on our evaluation of receipts submitted after the issue was discussed after the August 2012 Board meeting. Check signing authority is irrelevant to credit card misuse.
- Finding 8 - Our office did take transfer tanks into account when evaluating fuel purchases. We also took into account the unusually high or low fuel efficiency readings which occurred due to incorrect odometer readings when evaluating fuel purchases. The District has failed to provide evidence regarding how the on-call vehicles can be excluded from IRS regulations which require employee commute to be treated as a taxable fringe benefit.
- Finding 9 - The meal per diem violates the District's own written policy at the time. We also believe that prudent use of public funds requires employee reimbursement of travel advances for meals which were not actually paid by the employee.
- Finding 10 - The District has failed to provide evidence regarding how the on-call vehicles can be excluded from IRS regulations which require employee commute to be treated as a taxable fringe benefit.
- Finding 11 - Where do I even start on this?!?!?


## SM: JSSD Items

1 message
Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)
Wed, Feb 25, 2015 at 1:32 PM
To: John Dougall [jdougall@utah.gov](mailto:jdougall@utah.gov)
John,
Here's my stab at addressing some items JSSD requested be changed in the report, and why we believe they should remain as is:

- Control Environment - Based on our documentation of information requests, the requested deadline compared to the actual date the information was received, as well as restricted access to personnel, in our opinion, this finding and recommendation accurately reflects our testwork and conclusions.
- Missing Closed Meeting Minutes and Recordings - There were, in fact, 20 closed meetings held for the period 2008-2012 for which we did not receive minutes or recordings. Based on our review of public meeting minutes, closed meetings for which we did not receive minutes/recordings were held $2 / 12 / 08,5 / 13 / 08,12 / 9 / 08$, $1 / 13 / 09,5 / 12 / 09,8 / 11 / 09,9 / 8 / 09,12 / 8 / 09,2 / 9 / 10,5 / 11 / 10,9 / 14 / 10,11 / 10,2 / 8 / 11,3 / 8 / 11,4 / 19 / 11,5 / 17 / 11$, $9 / 13 / 11,10 / 12 / 11,6 / 12 / 12$, and $8 / 14 / 12$. Mr. Gaylord's letter of May 19,2014 offers a possible explanation, but it does not change the fact these minutes/recordings were missing. It also does not provide a possible explanation for missing audio tapes that must have existed prior to the implementation of digital recording. In our opinion, this finding and recommendation accurately reflects our testwork and conclusions.
- Contract With SLSSD - While the February 2012 Board meeting does include discussion related to SLSSD, in our opinion, it does not have any effect on our conclusion. In our opinion, this finding and recommendation accurately reflects our testwork and conclusions.
- Water Reservation Fees - As we communicated to you that we would do in advance, we took a sample of names/developers from the JSSD provided list of those being assessed a water reservation fee and requested the corresponding contract. We believe that for those individuals/entities still paying water reservation fees (even though it may have been since 1997), JSSD should retain the contract since it is on-going and still relevant. In our opinion, this finding and recommendation accurately reflects our testwork and conclusions.
- Purchase of Property Under Unusual Circumstances - In our opinion, the purchase was not adequately discussed or documented in the JSSD minutes, and the NVSSD minutes show an absence of discussion regarding the purchase until December 2011, which is three years after the purchase was made. We believe the management contract between JSSD and NVSSD is adequately explained in the finding. In our opinion, this finding and recommendation accurately reflects our testwork and conclusions.
- District Credit Cards - In our opinion, the finding and recommendation accurately reflects our testwork and conclusions.
- Fuelman Purchases - Based on further review, we have eliminated the statement referring to transfer tanks as we had previously concluded that purchases of dyed diesel appeared reasonable. Therefore, any consideration of vehicles with a transfer tank is not applicable. Also, as discussed during our 2/19/15 meeting, we did take into account inaccurate odometer readings and recalculated unusually high or low fuel efficiency. Finally, JSSD vehicles do not meet the IRS definition of a "public safety vehicle" as outlined under Internal Revenue Bulletin: 2010-23 T.D. 9483; therefore, our recommendation regarding taxable fringe benefits is still relevant. In our opinion, this finding and recommendation accurately reflects our testwork and conclusions.
- Travel Per Diem and Reimbursement - Because the JSSD travel policy provided for reimbursement of eligible expenses and did not provide for per diem, we believe Internal Revenue Bulletin: 2011-42 is not applicable. In our opinion, this finding and recommendation accurately reflects our testwork and conclusions.
- Conflict of Interest Disclosure - We have made some wording changes to this finding and recommendation. However, we believe the substance of the finding should remain based on the wording of Utah Code 67-16-8, which states "No public officer or public employee shall participate in his official capacity or receive compensation in respect to any transaction between the state or any of its agencies and any business entity as to which such public officer or public employee is also an officer, director, or employee or (italics and bold added) owns a substantial interest, unless disclosure has been made as provided under Section 67-16-7." Because the public employee or officer can either be an officer, director, or employee OR own a substantial interest, we believe the substantial interest issue is irrelevant since the other criteria was met. Jay Price was a board member and an employee of ProBuild, which JSSD made purchases from. Jay's participation in his official capacity that required disclosure included his review of monthly disbursements. In our opinion, the modified wording of this finding and recommendation accurately reflects our testwork and conclusions.

Leslie Larsen, CPA, CFE
Office of the Utah State Auditor
Utah State Capitol Complex Ste E310
P.O. Box 142310

Salt Lake City, UT 84114
(801) 538-1348 office
(801) 808-0379 cell
(801) 538-1383 fax

Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)

## Re: Issues Not Changed in JSSD Report

1 message

Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)
Wed, Feb 25, 2015 at 1:29 PM
To: Van Christensen [vchristensen@utah.gov](mailto:vchristensen@utah.gov)
Sure!

On Wed, Feb 25, 2015 at 1:22 PM, Van Christensen [vchristensen@utah.gov](mailto:vchristensen@utah.gov) wrote:
I just talked with John, he wants to look at the list and have us possibly discuss it with Mike, rather than send anything written. Will you email it to John.

Thanks,
Van
On Wed, Feb 25, 2015 at 12:57 PM, Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov) wrote:
Sounds good . . . I'll add that. Do you want me to send it?
On Wed, Feb 25, 2015 at 12:32 PM, Van Christensen [vchristensen@utah.gov](mailto:vchristensen@utah.gov) wrote: Looks good, the only thought I have is for the last bullet point, I think we should specifically say that Jay Price was a board member and employee of ProBuild who JSSD made purchases from. Jay's participation in his official capacity that required disclosure included his review of monthly disbursements.

On Wed, Feb 25, 2015 at 12:11 PM, Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov) wrote:
Van,
Here's my first stab at this:

- Control Environment - Based on our documentation of information requests, the requested deadline compared to the actual date the information was received, as well as restricted access to personnel, in our opinion, this finding and recommendation accurately reflects our testwork and conclusions.
- Missing Closed Meeting Minutes and Recordings - There were, in fact, 20 closed meetings held for the period 2008-2012 for which we did not receive minutes or recordings. Based on our review of public meeting minutes, closed meetings for which we did not receive minutes/recordings were held 2/12/08, $5 / 13 / 08,12 / 9 / 08,1 / 13 / 09,5 / 12 / 09,8 / 11 / 09,9 / 8 / 09,12 / 8 / 09,2 / 9 / 10,5 / 11 / 10,9 / 14 / 10,11 / 10$, $2 / 8 / 11,3 / 8 / 11,4 / 19 / 11,5 / 17 / 11,9 / 13 / 11,10 / 12 / 11,6 / 12 / 12$, and $8 / 14 / 12$. Mr. Gaylord's letter of May 19, 2014 offers a possible explanation, but it does not change the fact these minutes/recordings were missing. It also does not provide a possible explanation for missing audio tapes that must have existed prior to the implementation of digital recording. In our opinion, this finding and recommendation accurately reflects our testwork and conclusions.
- Contract With SLSSD - While the February 2012 Board meeting does include discussion related to SLSSD, in our opinion, it does not have any effect on our conclusion. In our opinion, this finding and recommendation accurately reflects our testwork and conclusions.
- Water Reservation Fees - As we communicated to you that we would do in advance, we took a sample of names/developers from the JSSD provided list of those being assessed a water reservation fee. We believe that for those individuals/entities still paying water reservation fees (even though it may have been since 1997), JSSD should retain the contract since it is on-going and still relevant. In our opinion, this finding and recommendation accurately reflects our testwork and conclusions.
- Purchase of Property Under Unusual Circumstances - In our opinion, the purchase was not adequately discussed or documented in the JSSD minutes, and the NVSSD minutes show an absence of discussion regarding the purchase until December 2011, which is three years after the purchase was made. We believe the management contract between JSSD and NVSSD is adequately explained in the finding. In our opinion, this finding and recommendation accurately reflects our testwork and conclusions.
- District Credit Cards - In our opinion, the finding and recommendation accurately reflects our testwork and conclusions.
- Fuelman Purchases - Based on further review, we have eliminated the statement referring to transfer tanks as we had previously concluded that purchases of dyed diesel appeared reasonable. Therefore, any consideration of vehicles with a transfer tank is not applicable. Also, as discussed during our $2 / 19 / 15$ meeting, we did take into account inaccurate odometer readings and recalculated unusually high or low fuel efficiency. Finally, JSSD vehicles do not meet the IRS definition of a "public safety vehicle" as outlined under Internal Revenue Bulletin: 2010-23 T.D. 9483; therefore, our recommendation regarding taxable fringe benefits is still relevant. In our opinion, this finding and recommendation accurately reflects our testwork and conclusions.
- Travel Per Diem and Reimbursement - Because the JSSD travel policy provided for reimbursement of eligible expenses and did not provide for per diem, we believe Internal Revenue Bulletin: 2011-42 is not applicable. In our opinion, this finding and recommendation accurately reflects our testwork and conclusions.
- Conflict of Interest Disclosure - We have made some wording changes to this finding and recommendation. However, we believe the substance of the finding should remain based on the wording of Utah Code 67-16-8, which states "No public officer or public employee shall participate in his official capacity or receive compensation in respect to any transaction between the state or any of its agencies and any business entity as to which such public officer or public employee is also an officer, director, or employee or (italics and bold added) owns a substantial interest, unless disclosure has been made as provided under Section 67-16-7." Because the public employee or officer can either be an officer, director, or employee OR own a substantial interest, we believe the substantial interest issue is irrelevant since the other criteria was met. In our opinion, the modified wording of this finding and recommendation accurately reflects our testwork and conclusions.

Leslie Larsen, CPA, CFE
Office of the Utah State Auditor
Utah State Capitol Complex Ste E310
P.O. Box 142310

Salt Lake City, UT 84114
(801) 538-1348 office
(801) 808-0379 cell
(801) 538-1383 fax
--
Leslie Larsen, CPA, CFE
Office of the Utah State Auditor
Utah State Capitol Complex Ste E310
P.O. Box 142310

Salt Lake City, UT 84114
(801) 538-1348 office
(801) 808-0379 cell
(801) 538-1383 fax


## Re: Vehicle Issue

## 1 message

Van Christensen [vchristensen@utah.gov](mailto:vchristensen@utah.gov)
Fri, Feb 20, 2015 at 1:33 PM
To: Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)
Leslie,
I have reviewed the law, workpaper 70 and the minutes you attached with your email. I didn't look at all of the potential conflicts, but at a minimum Steve Farrell should have made disclosure. The only thing I would change in the finding is rather than say "have violated $67-16-8$ " I would say "may have violated..."

I know Mark Gaylord had problems with us making final determinations regarding whether a law had been violated, but it reminded me of Yellow Book where is says, "Whether an act is, in fact, fraud is a determination to be made through the judicial or other adjudicative system and is beyond the auditor's professional responsibility." Even though we are not citing standards in the report, the concept is valid. I think we should look through the report and change any other references from "have violated" to "may have violated".

Van

On Thu, Feb 19, 2015 at 5:56 PM, Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov) wrote:
My thought at this point is just to gain a better understanding of the relationship between JSSD and the irrigation companies (Lake Creek and Midway), and go from there. I've been trying to find some info on-line, and found the attached Midway minutes for Jan 2013. The minutes indicate that, as a result of a settlement, JSSD gave Midway Irrig. an interest ownership in it's water treatment plant in settlement of its debt, which allows Midway to treat up to 250 acre feet of water/ year with the cost incurred by JSSD.

Do you have any other thoughts?

On Thu, Feb 19, 2015 at 5:40 PM, Van Christensen [vchristensen@utah.gov](mailto:vchristensen@utah.gov) wrote:
Sounds good, any thoughts on the conflict disclosure finding?
On Thursday, February 19, 2015, Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov) wrote:
I don't think the JSSD vehicles meet the definition of a "public safety vehicle" based on the attached. I am double checking on ( N ) on 3 / to make sure the trucks don't meet this definition, however. My understanding is that they are standard pick-up trucks (with a couple add-ons), and therefore. don't meet this definition, either. But I'm double-checking on that.
--
Leslie Larsen, CPA, CFE
Office of the Utah State Auditor
Utah State Capitol Complex Ste E310
P.O. Box 142310

Salt Lake City, UT 84114
(801) 538-1348 office
(801) 808-0379 cell
(801) 538-1383 fax

Leslie Larsen, CPA, CFE

## Re: JSSD Question

## 1 message

Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)
Tue, Feb 10, 2015 at 9:22 AM
To: Sean Clayton [sclayton@utah.gov](mailto:sclayton@utah.gov)
Thank you!!
On Tue, Feb 10, 2015 at 6:34 AM, Sean Clayton [sclayton@utah.gov](mailto:sclayton@utah.gov) wrote:
Leslie,
I would never roll my eyes... :)
I added a tab to the spreadsheet on 50A $/ 76$ which contains a pivot table. The table is summed by employee for the entire period covered by the tab "All Years Combined". It verifies that your summation of charges made by Dan Matthews is correct at $\$ 13,433.35$.

Let me know if there is anything else I can help out with.
Regards,

## Sean Clayton

Work: (801) 615-3900
Staff Auditor
Office of the Utah State Auditor
Utah State Capitol Complex
East Office Building, Suite E310
PO Box 142310
Email: sclayton@utah.gov
Professional Profile

Salt Lake City, Utah 84114

On Mon, Feb 9, 2015 at 4:43 PM, Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov) wrote:
Hi Sean,
I know you're probably either rolling your eyes or chuckling right now, but . . .
We're trying to finalize the draft report and J.D. has a couple questions. One is related to the dollar amount Dan Matthews charged to his Fuelman card for the audit period (for comparison to the amount charged for fuel on the credit card). I filtered the data on 50A and came up with $\$ 13,433.35$. But I know that in the past, I haven't cleared something just right and have come up with a wrong amount when I tried to filter. Will you look at the wp and see what total dollar amount you come up with?

Thanks so much!!
Leslie
-
Leslie Larsen, CPA, CFE
Office of the Utah State Auditor
Utah State Capitol Complex Ste E310
P.O. Box 142310

Salt Lake City, UT 84114
(801) 538-1348 office
(801) 808-0379 cell
(801) 538-1383 fax

Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)

## Re: JSSD Minutes

## 1 message

Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)
Thu, Feb 5, 2015 at 10:54 AM
To: Julie Wrigley [jwrigley@utah.gov](mailto:jwrigley@utah.gov)
Cc: Van Christensen [vchristensen@utah.gov](mailto:vchristensen@utah.gov)
I have no idea
On Thu, Feb 5, 2015 at 10:11 AM, Julie Wrigley [jwrigley@utah.gov](mailto:jwrigley@utah.gov) wrote:
In Mark's response to my request for evidence of publication and mailings, he assumes that I have received a copy of Judge Kimball's ruling denying VR Acquisitions motion for preliminary injunction that deals with these issues. Do either of you have this ruling or know what he's talking about?

Julie Wrigley
Audit Supervisor
desk: 801-538-1340
cell: 801-808-0194
fax: 801-538-1383
Office of the Utah State Auditor
Utah State Capitol Complex
East Office Building, Suite E310
PO Box 142310
Salt Lake City, Utah 84114
On Thu, Feb 5, 2015 at 7:02 AM, Gaylord, Mark (SLC) [Gaylord@ballardspahr.com](mailto:Gaylord@ballardspahr.com) wrote:
Juie --
As I mentioned, when I return I will see what we can locate in terms of the mailings. However, as you know, we do not need to send the mailings via certified mail. That is not a statutory requirement. What the statute requires is certification that the mailings were sent. That is what JSSD did and the evidence the auditor has been provided. To request more is not reasonable because it is asking for more information than the statute required. I am also troubled by the fact that the auditor would not be able to conclude with "certainty" that JSSD complied with the statute.

More importantly, not a single property owner in Area C have EVER claimed they did not receive notice. I assume you've received a copy of Judge Kimball's ruling denying VR Acquisitions motion for preliminary injunction that deals with these issues.

Regardless, we'll see what we can locate and get back to you when I return to the office next week.
Thanks for your time and consideration.
Mark R. Gaylord
801-531-3070
From: Julie Wrigley [jwrigley@utah.gov]
Sent: Wednesday, February 04, 2015 1:43 PM
To: Gaylord, Mark (SLC)
Subject: Re: JSSD Minutes
Thanks for your reply. Next week should be fine for the 11/23/05 minutes and information on the property parcel \# and purchase date.

One additional issue that I need to discuss with you is regarding the information that you provided us to show that JSSD followed the notice and hearing requirements in forming the SSD. The info you provided was helpful and I believe provides reasonable assurance that the property owners were noticed. We are planning on putting a statement in the report to that effect. However, the info provided does not allow us to conclude with certainty because we were not provided the 'proof of publication' form nor any direct evidence of the mailing (perhaps a certified mail receipt?). You point to the affidavit of Brent Titcomb that these things were done, however, after talking to him, I found that he relied on verbal assurance from Janet Carson. Further, the court order and the transcript, while helpful, only address one property owner.

So, my question is: does the District have the 'Proof of Publication' form and any direct evidence of mailing? And If so, is it somethings you'd be willing to dig up at this point?

If those items are provided, we will be able to make a statement of fact in our report that the district satisfied the requirements. Otherwise, we'll just say something to the effect that we have reasonable assurance but cannot conclude with certainty.

Please let me know your thoughts on that.
Thanks!
Julie Wrigley
Audit Supervisor
desk: 801-538-1340
cell: 801-808-0194
fax: 801-538-1383
Office of the Utah State Auditor
Utah State Capitol Complex
East Office Building, Suite E310
PO Box 142310
Salt Lake City, Utah 84114
On Tue, Feb 3, 2015 at 7:55 AM, Gaylord, Mark (SLC) <Gaylord@ballardspahr.com<
mailto:Gaylord@ballardspahr.com>> wrote:
Yes, when I return to Utah next week. Julie, I trust that is acceptable.
Mark R. Gaylord
BALLARD SPAHR, LLP
201 South Main Street
Suite 700
Salt Lake City, Utah 84117
(801) 531-3070[tel:\(801\)\ 531-3070](tel:%5C%28801%5C%29%5C%20531-3070) (O)
(801) 209-0446<tel: \% 28801\%29\%20209-0446> (C)
gaylord@ballardspahr.com[mailto:gaylord@ballardspahr.com](mailto:gaylord@ballardspahr.com)<mailto:gaylord@
ballardspahr.com[mailto:gaylord@ballardspahr.com](mailto:gaylord@ballardspahr.com)>
On Feb 3, 2015, at 6:47 AM, Theresa Baronek <theresa@jssd.us[mailto:theresa@jssd.us](mailto:theresa@jssd.us) <mailto:theresa@jssd.us[mailto:theresa@jssd.us](mailto:theresa@jssd.us)>> wrote:

Mark,
I talked to Darrel this morning. Julie Wrigley from the State Auditor's office is requesting a copy of the Protest Hearing minutes from November 23, 2005.. I understand that you have the minute books.

Would you please look through those and forward them to her.
Thanks, Theresa
<image001.png>

| Theresa Baronek, Treasurer | Jordanelle SSD |
| :--- | :---: |
| Twin Creeks SSD | P O Box 519 |
| North Village SSD | Heber City, UT 84032 |
| Strawberry -Lakeview SSD | $435-654-9233<$ tel:435-654-9233> Fax 435- |
| 657-9582[tel:435-657-9582](tel:435-657-9582) |  |
| 6135 E Lake Creek Rd |  |
| Heber City, UT 84032 |  |
| 435-657-3244[tel:435-657-3244](tel:435-657-3244) | Fax $435-657-9582<$ tel:435-657-9582> |

From: Julie Wrigley [mailto:jwrigley@utah.gov[mailto:jwrigley@utah.gov](mailto:jwrigley@utah.gov)]
Sent: Monday, February 02, 2015 5:37 PM
To: Theresa
Subject: JSSD Minutes
Hi Theresa,
I would like to get the minutes for the Protest Hearing held November 23, 2005.
Please let me know if you have any questions. Thanks for your assistance.
Julie Wrigley
Audit Supervisor
desk: 801-538-1340[tel:801-538-1340](tel:801-538-1340)
cell: 801-808-0194[tel:801-808-0194](tel:801-808-0194)
fax: 801-538-1383[tel:801-538-1383](tel:801-538-1383)
Office of the Utah State Auditor
Utah State Capitol Complex
East Office Building, Suite E310
PO Box 142310
Salt Lake City, Utah 84114
--
Leslie Larsen, CPA, CFE
Office of the Utah State Auditor
Utah State Capitol Complex Ste E310
P.O. Box 142310

Salt Lake City, UT 84114
(801) 538-1348 office
(801) 808-0379 cell
(801) 538-1383 fax


1 message

## Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)

Wed, Jan 29, 2014 at 5:14 PM
To: Sean Clayton [sclayton@utah.gov](mailto:sclayton@utah.gov), Eric Walker [ericwalker@utah.gov](mailto:ericwalker@utah.gov)
Well, things sure have changed since this morning, huh?
Anyway, per John's request, a paralegal (most likely Shannon McCauley) will deliver the records to our office on Friday at 3:00. I'm hoping you can still accept and inventory the records. I let the attorney know that we would like an inventory sheet to be signed by our office and by them to indicate we all agree on the records that are being transferred to us.

They may not have the older years, but I'm hoping they'll deliver most of them.
Thanks again for all your help!

Leslie Larsen, CPA, CFE
Office of the Utah State Auditor
Utah State Capitol Complex Ste E310
P.O. Box 142310

Salt Lake City, UT 84114
(801) 538-1348 office
(801) 808-0379 cell
(801) 538-1383 fax

## Re: JSSD Records

1 message
Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)
Fri, Jan 31, 2014 at 5:18 PM
To: Sean Clayton [sclayton@utah.gov](mailto:sclayton@utah.gov)

Thanks! Have a great weekend!
On Jan 31, 2014 4:24 PM, "Sean Clayton" [sclayton@utah.gov](mailto:sclayton@utah.gov) wrote:
Leslie,
The JSSD documents we requested were delivered today by Ballard Spahr LLP. They are contained in one box. They have been inventoried and I have placed the box on your desk.
--
Regards,

Sean Clayton
Junior Auditor
Office of the Utah State Auditor
Utah State Capitol Complex
East Office Building, Suite E310
PO Box 142310
Salt Lake City, Utah 84114

Work: (801) 615-3900
Email: sclayton@utah.gov
Professional Profile


Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)

JSSD
1 message
Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)
Tue, Feb 11, 2014 at 12:46 PM
To: Patricia Nelson [patricianelson@utah.gov](mailto:patricianelson@utah.gov)
Hi Patricia!
JSSD planning is ready to review. It's under the Specproj client - 3JSSD8L.
Enjoy! :)
Thx

Leslie Larsen, CPA, CFE
Office of the Utah State Auditor
Utah State Capitol Complex Ste E310
P.O. Box 142310

Salt Lake City, UT 84114
(801) 538-1348 office
(801) 808-0379 cell
(801) 538 - 1383 fax

Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)

JSSD
1 message
Van Christensen [vchristensen@utah.gov](mailto:vchristensen@utah.gov)
Fri, Feb 28, 2014 at 12:34 PM
To: Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)
Leslie,
I just talked to Steve Capson and he asked that we request all information through their attorney. You probably knew this, but I wanted to make sure I passed the information along.

Van

## JSSD Records Request

1 message
Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)
Thu, Mar 6, 2014 at 12:36 PM
To: Van Christensen [vchristensen@utah.gov](mailto:vchristensen@utah.gov), Patricia Nelson [patricianelson@utah.gov](mailto:patricianelson@utah.gov)
Hi Van and Patricia,
Employee track shows you'll both be in for at least half day tomorrow, is that correct?
Our deadline for the delivery of the JSSD closed meeting minutes and recordings for Jan 2008 - Dec 2013 is tomorrow, as you know.

I've given Maria and Emily a heads-up. I'm sure that if the records are delivered, the attorney will require a signature. I asked Maria and Emily to call Sean if it's in the afternoon when he's here (12:30-4:30). If they are delivered and they arrive in the morning, would one of you be willing to review what's been delivered and sign?

I can work out something else if it's a problem.
Thanks!!
--
Leslie Larsen, CPA, CFE
Office of the Utah State Auditor
Utah State Capitol Complex Ste E310
P.O. Box 142310

Salt Lake City, UT 84114
(801) 538-1348 office
(801) 808-0379 cell
(801) 538-1383 fax

JSSD Closed Meeting Minutes and Recordings
1 message
Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)
Thu, Mar 6, 2014 at 1:09 PM
To: Maria Fandl <mfand@@utah.gov>, Emily Lockhart [elockhart@utah.gov](mailto:elockhart@utah.gov), Van Christensen [vchristensen@utah.gov](mailto:vchristensen@utah.gov), Patricia Nelson [patricianelson@utah.gov](mailto:patricianelson@utah.gov), Sean Clayton [sclayton@utah.gov](mailto:sclayton@utah.gov)

Hi All!
So, if the attorneys deliver the requested JSSD closed meeting minutes and recordings tomorrow, we need to ensure they are locked-up right away. Maria . . . do you have a place to lock them up over the weekend until I can take them on Monday?

Leslie Larsen, CPA, CFE
Office of the Utah State Auditor
Utah State Capitol Complex Ste E310
P.O. Box 142310

Salt Lake City, UT 84114
(801) $538-1348$ office
(801) 808-0379 cell
(801) 538-1383 fax


Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)

## JSSD

1 message
Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)
Mon, Mar 10, 2014 at 2:15 PM
To: John Dougall [jdougall@utah.gov](mailto:jdougall@utah.gov)
Hi John,
Van said you would like for me to go with Paul to review the closed meeting minutes and recordings. I think that only makes sense. I'll coordinate with Paul to arrange the meeting. Let me know if you have any further thoughts on the situation.

Thanks!

Leslie Larsen, CPA, CFE
Office of the Utah State Auditor
Utah State Capitol Complex Ste E310
P.O. Box 142310

Salt Lake City, UT 84114
(801) 538-1348 office
(801) 808-0379 cell
(801) 538-1383 fax


## Points for Discussion with JSSD

## 1 message

Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)
To: John Dougall [jdougall@utah.gov](mailto:jdougall@utah.gov), Van Christensen [vchristensen@utah.gov](mailto:vchristensen@utah.gov)
John and Van,
The only thing I'm not sure of is whether the totals listed for restaurants includes or excludes the $\$ 2,200$ in out-of-town meal charges that we believe have been paid twice by JSSD (in the form of per diem allowances on top of meal charges to the credit cards). I have sent Sean an email to look at the workpaper and let me know for sure.
--
Leslie Larsen, CPA, CFE
Office of the Utah State Auditor
Utah State Capitol Complex Ste E310
P.O. Box 142310

Salt Lake City, UT 84114
(801) 538-1348 office
(801) 808-0379 cell
(801) 538-1383 fax

## Outline for Discussion with Board.docx

16K


# Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov) 

## Wasatch Policies and Procedures

## 1 message

Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)
Wed, Mar 19, 2014 at 12:36 PM
To: btitcomb@co.was atch.ut.us
Hi Brent,
I'm working with Van Christensen on the JSSD investigation. I'm wondering about Wasatch County financial policies and procedures. I've reviewed the code on the County website and don't see the policies and procedures I'm looking for, such as:

- Travel and per diem
- Credit card usage
- Vehicle and gas card usage
- Write-off or adjustment of bad debt

Does the County have written policies and procedures related to these issues? If so, will you please send me a copy? Also, if JSSD does not have their own written policies, I assume they'd be required to follow the County policy?

I appreciate your help!
--
Leslie Larsen, CPA, CFE
Office of the Utah State Auditor
Utah State Capitol Complex Ste E310
P.O. Box 142310

Salt Lake City, UT 84114
(801) 538-1348 office
(801) 808-0379 cell
(801) 538-1383 fax


## SM: Graph = Credit Card Purchases at Gas Station/Convenience Store

1 message
Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)
Thu, Mar 20, 2014 at 2:09 PM
To: John Dougall [jdougall@utah.gov](mailto:jdougall@utah.gov), Van Christensen [vchristensen@utah.gov](mailto:vchristensen@utah.gov)
Here's a pie graph of JSSD credit card purchases at gas stations/convenience stores for 2008-2013. It shows the percentage of and number of transactions within certain dollar amount increments. I think we could tweak it a little bit, but it's a really good starting point.

## --

Leslie Larsen, CPA, CFE
Office of the Utah State Auditor
Utah State Capitol Complex Ste E310
P.O. Box 142310

Salt Lake City, UT 84114
(801) 538-1348 office
(801) 808-0379 cell
(801) $538-1383$ fax

JSSD Number of Gas Station Purchases without Gas Card Revised (1).pdf 35K


## Re: Records Request

## 1 message

Julie Wrigley [jwrigley@utah.gov](mailto:jwrigley@utah.gov)
Thu, Mar 27, 2014 at 5:48 PM
To: Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)
FYI - I quickly looked through the documents and it looks like most things are there (on the surface anyway). A couple of items to note:
-They said JSSD was unable to locate any additional closed meeting minutes or recordings.
-They didn't include any kind of explanation as to why the Fishin with bread deal was done the way it was.
Have a great time!
Julie Wrigley
Audit Supervisor
desk: 801-538-1340
cell: 801-808-0194
fax: 801-538-1383
Office of the Utah State Auditor
Utah State Capitol Complex
East Office Building, Suite E310
PO Box 142310
Salt Lake City, Utah 84114

On Thu, Mar 27, 2014 at 2:07 PM, Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov) wrote:
Here's what should be delivered today. Thanks!

## Forwarded message

From: Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)
Date: Mon, Mar 24, 2014 at 12:58 PM
Subject: Re: Records Request
To: "Gaylord, Mark (SLC)" [gaylord@ballardspahr.com](mailto:gaylord@ballardspahr.com)
Cc: jayprice@digis.net, mikekohler2009@gmail.com, scapson@co.wasatch.ut.us

Mr. Gaylord,
I would like to make an additional request to be included with my request dated March 20th and with a deadline of Wednesday March 26, 2014:
8. The last payroll report for December 2013 which shows year-to-date gross pay, total deductions, and net pay for all JSSD employees and board members.

Thank you,
Leslie Larsen

On Thu, Mar 20, 2014 at 1:05 PM, Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov) wrote:

Mr. Gaylord,
I am requesting the following JSSD records:

1. Vendor history reports for Day's Market, Staples, Home Depot, and Reams for the period of January 2008 - December 2013.
2. The paid invoice file for the same vendors and time frame as 1 . above.
3. A list of any other businesses that have extended JSSD a line of credit or charge account for the period of January 2008 - December 2013.
4. Bad debt detail information for the period of January 2008 - December 2013. Please include write-off policy and procedure.
5. All contracts for the period January 2008 - December 2013 between JSSD and any other Wasatch County special service districts for administrative services to be provided by JSSD on behalf of the other district.
6. Any and all documents related to the Fishin' With Bread land purchase transaction. Please ensure an appraisal or some other documentation of land value is included as well as an explanation as to why the sale was structured that way.
7. The remaining closed meeting minutes and recordings for June 2012, August 2012 and January 2008 December 2011.

Please acknowledge receipt of this request.
Also, please coordinate transfer of these records to me no later than Wednesday March 26, 2014.
Thank you,
-
Leslie Larsen, CPA, CFE
Office of the Utah State Auditor
Utah State Capitol Complex Ste E310
P.O. Box 142310

Salt Lake City, UT 84114
(801) 538-1348 office
(801) 808-0379 cell
(801) 538-1383 fax

Leslie Larsen, CPA, CFE
Office of the Utah State Auditor
Utah State Capitol Complex Ste E310
P.O. Box 142310

Salt Lake City, UT 84114
(801) 538-1348 office
(801) 808-0379 cell
(801) 538-1383 fax

Leslie Larsen, CPA, CFE
Office of the Utah State Auditor
Utah State Capitol Complex Ste E310
P.O. Box 142310

JSSD documents
1 message
Julie Wrigley [jwrigley@utah.gov](mailto:jwrigley@utah.gov)
Thu, Apr 3, 2014 at 2:57 PM
To: Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)

FYI, they delivered another batch of documents today. In the cover letter, Gaylord included explanations for the North Village and the Fishin w/ bread purchases.

Hope you are having fun!
Julie Wrigley
Audit Supervisor
desk: 801-538-1340
cell: 801-808-0194
fax: 801-538-1383
Office of the Utah State Auditor
Utah State Capitol Complex
East Office Building, Suite E310
PO Box 142310
Salt Lake City, Utah 84114

Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)

## Re: JSSD documents

## 1 message

Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)
Thu, Apr 3, 2014 at 3:15 PM
To: Julie Wrigley [jurigley@utah.gov](mailto:jurigley@utah.gov)

Do the explanations make any sense? And if they had these other documents, why didn't they include them with the last batch?

On Apr 3, 2014 4:57 PM, "Julie Wrigley" [jwrigley@utah.gov](mailto:jwrigley@utah.gov) wrote:
FYI, they delivered another batch of documents today. In the cover letter, Gaylord included explanations for the North Village and the Fishin w/ bread purchases.

Hope you are having fun!
Julie Wrigley
Audit Supervisor
desk: 801-538-1340
cell: 801-808-0194
fax: 801-538-1383
Office of the Utah State Auditor
Utah State Capitol Complex
East Office Building, Suite E310
PO Box 142310
Salt Lake City, Utah 84114


## Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)

## Re: JSSD documents <br> 1 message

## Julie Wrigley [jwrigley@utah.gov](mailto:jwrigley@utah.gov)

To: Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)
The documents they delivered were from your $3 / 26$ request.
I attached the letter with the explanations so you can see for yourself if it makes sense.. I suppose the Fishin explanation makes some sense although I still can't see why JSSD didn't deal directly with the seller's agent and it still ends up with Fishin' getting a pretty sweet deal. I need to think about it and try to verify whatever can be verified on their story.

Julie Wrigley
Audit Supervisor
desk: 801-538-1340
cell: 801-808-0194
fax: 801-538-1383
Office of the Utah State Auditor
Utah State Capitol Complex
East Office Building, Suite E310
PO Box 142310
Salt Lake City, Utah 84114

On Thu, Apr 3, 2014 at 3:15 PM, Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov) wrote:
Do the explanations make any sense? And if they had these other documents, why didn't they include them with the last batch?

On Apr 3, 2014 4:57 PM, "Julie Wrigley" [jwrigley@utah.gov](mailto:jwrigley@utah.gov) wrote:
FYI, they delivered another batch of documents today. In the cover letter, Gaylord included explanations for the North Village and the Fishin w/ bread purchases.

Hope you are having fun!
Julie Wrigley
Audit Supervisor
desk: 801-538-1340
cell: 801-808-0194
fax: 801-538-1383
Office of the Utah State Auditor
Utah State Capitol Complex
East Office Building, Suite E310
PO Box 142310
Salt Lake City, Utah 84114

Fishin w Bread and North Village transaction explanation.pdf
907K


Re: JSSD
1 message
John Dougall [jdougall@utah.gov](mailto:jdougall@utah.gov)
Thu, May 15, 2014 at 5:48 PM
To: Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)
Can you email a copy to me?
Have you heard from JSSD regarding the close meeting records?
I'll see you on Monday.
Thx

From: Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)
Date: Thursday, May 15, 2014 at 5:40 PM
To: John Dougall [jdougall@utah.gov](mailto:jdougall@utah.gov)
Subject: JSSD
Hi John,
The most recent version of the JSSD interim mgt Itr is at
H:Ispecproj1Hotlinelprojects12013 HotlinesI3JSSDIPreliminary Mgt Ltr
I was not originally planning on coming in tomorrow, but can come in if you want to discuss or so I can make some more progress on things. Let me know.

Thanks!
--
Leslie Larsen, CPA, CFE
Office of the Utah State Auditor
Utah State Capitol Complex Ste E310
P.O. Box 142310

Salt Lake City, UT 84114
(801) 538-1348 office
(801) 808-0379 cell
(801) 538-1383 fax

# Fwd: Jordanelle Special Service District Fuelman Reports <br> 1 message 

SAO Email [jvallejos@utah.gov](mailto:jvallejos@utah.gov)
Wed, May 21, 2014 at 8:55 AM
To: Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)
Here is the info for JSDD! I wasn't sure if you would have anyone who could do it before next week. Just giving you the opportunity and letting you know it was available.

Sent from my iPhone
Begin forwarded message:

From: Jeff Done [jeffdone@utah.gov](mailto:jeffdone@utah.gov)
Date: May 20, 2014 at 9:07:39 AM MDT
To: Jenifer Vallejos [jvallejos@utah.gov](mailto:jvallejos@utah.gov), Akemi Dean [adean@utah.gov](mailto:adean@utah.gov)
Subject: Re: Jordanelle Special Service District Fuelman Reports

Jenifer here are the transactions you've requested. Akemi thank you for pulling the data so quickly.


On Mon, May 19, 2014 at 2:25 PM, Jenifer Vallejos [jvallejos@utah.gov](mailto:jvallejos@utah.gov) wrote:
Jeff,
The Office of the Utah State Auditor's Office is performing an investigation of the Jordanelle Special Service District (JSSD). As part of that investigation, we are reviewing gas purchases and usage. We are requesting fuelman reports for the period of January 1, 2008 to January 31, 2014 for Account \# BG219597, JSSD. I also see that they have a customer number of 230570. We do have hard copy reports for 2010-2013; however, it would be more efficient for us to have electronic files for the entire period. If it is not possible to provide us electronic files for this entire period, we need at a minimum, January 1, 2008 to December 31, 2009. We need this information as quickly as is feasibly possible.

Please let me know if you need additional information. In addition, please inform us of when this information will be available to us.

You may contact me at 801-657-6820 or Leslie Larsen at 801-808-0379.
Thanks for your assistance, Jenifer Vallejos
Special Projects Supervisor

## 7 attachments

劅 Jordanell＿FY08．xlsx 54K

國 Jordanell＿FY09．xlsx 92K

图 Jordanell＿FY10．xlsx 68K

苜 Jordanell＿FY11．xIsx 74K

Jordanell＿FY12．xlsx 75K

翼 Jordanell＿FY13．xIsx 74K

图 Jordanell＿FY14．xIsx
49K

JSSD
1 message
Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)
Mon, Jun 9, 2014 at 3:40 PM
To: Sean Clayton [sclayton@utah.gov](mailto:sclayton@utah.gov), Julie Wrigley [jwrigley@utah.gov](mailto:jwrigley@utah.gov)
Do either of you have the credit card statements for the Zions VISA 5358? I just need to get the full account number for the subpoenas I'm working on.

Thanks!

Leslie Larsen, CPA, CFE
Office of the Utah State Auditor
Utah State Capitol Complex Ste E310
P.O. Box 142310

Salt Lake City, UT 84114
(801) 538-1348 office
(801) 808-0379 cell
(801) 538-1383 fax


To: Jenifer Vallejos [jvallejos@utah.gov](mailto:jvallejos@utah.gov)
Here's Steve Capson's information:
801-913-7357 (cell)
scapson@co.wasatch.ut.us
--
Leslie Larsen, CPA, CFE
Office of the Utah State Auditor
Utah State Capitol Complex Ste E310
P.O. Box 142310

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(801) 538-1383 fax


# Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov) 

## SSD Exemption from UCA 17B-1-308 <br> 1 message

Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)
Mon, Jun 30, 2014 at 11:24 AM
To: Van Christensen [vchristensen@utah.gov](mailto:vchristensen@utah.gov)
Hi Van,
You mentioned a while back that you had talked to someone and found that there is an exemption to UCA 17B-1-308 and this law is not applicable to JSSD. Will you remind me who you spoke to and where the exemption is?

Thanks!
--
Leslie Larsen, CPA, CFE
Office of the Utah State Auditor
Utah State Capitol Complex Ste E310
P.O. Box 142310

Salt Lake City, UT 84114
(801) 538-1348 office
(801) 808-0379 cell
(801) 538-1383 fax


# JSSD paying for costs of Strawberry SSD 

## 1 message

Van Christensen [vchristensen@utah.gov](mailto:vchristensen@utah.gov)
Tue, Jul 8, 2014 at 8:30 AM
To: Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov), John Dougall [jdougall@utah.gov](mailto:jdougall@utah.gov), Paul Tonks [ptonks@utah.gov](mailto:ptonks@utah.gov)
The question came up of whether their was a law that prohibited JSSD from covering the expenses of Strawberry SSD or any other SSD.

The best law I found is in 17B-1-121(2) which states:

## 7B-1-121. Limit on fees - Requirement to itemize and account for fees -- Appeals.

(2) (a) Upon request by a service applicant who is charged a fee or an owner of residential property upon which a fee is imposed, a local district shall provide a statement of each itemized fee and calculation method for each fee.
(b) If an applicant who is charged a fee or an owner of residential property upon which a fee is imposed submits a request for a statement of each itemized fee no later than 30 days after the day on which the applicant or owner pays the fee, the local district shall, no later than 10 days after the day on which the request is received, provide or commit to provide within a specific time:
(i) for each fee, any studies, reports, or methods relied upon by the local district to create the calculation method described in Subsection (2)(a);
(ii) an accounting of each fee paid;
(iii) how each fee will be distributed by the local district; and
(iv) information on filing a fee appeal through the process described in Subsection (2)(c).
(c) (i) A local district shall establish an impartial fee appeal process to determine whether a fee reflects only the reasonable estimated cost of delivering the service for which the fee was paid.
(ii) A party to a fee appeal described in Subsection (2)(c)(i) may petition for judicial review of the local district's final decision.


## SM: Subpoena

1 message
Lesllie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)
Wed, Jul 9, 2014 at 4:15 PM
To: John Dougall [jdougall@utah.gov](mailto:jdougall@utah.gov)
Sorry I missed you . . . I had to talk to Jon about some INV review notes.
I've attached a revised subpoena. How do you feel about July 31st being the no later than date?
--
Leslie Larsen, CPA, CFE
Office of the Utah State Auditor
Utah State Capitol Complex Ste E310
P.O. Box 142310

Salt Lake City, UT 84114
(801) 538-1348 office
(801) 808-0379 cell
(801) 538-1383 fax

JSSD Subpoena Jay Price.docx 17 K


1 message
Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)
Wed, Jul 9, 2014 at 5:50 PM
To: Sean Clayton [sclayton@utah.gov](mailto:sclayton@utah.gov)
Hi Sean,
I'm not sure if you'll run out of other stuff to do tomorrow, but if so . . .
John wants me to research whether any of the Wasatch Co Council members own property within SLSSD, which might influence their decision to write-off the SLSSD debt. I've been looking on the Wasatch Co website and can search real property by name, but I'm having a hard time finding the parcels on the map. I don't even know the boundaries of SLSSD. Do you happen to know the boundaries? If you run out of stuff to work on, maybe you could try your hand at finding the properties owned by the Council and whether they're within SLSSD??

Thanks!
--
Leslie Larsen, CPA, CFE
Office of the Utah State Auditor
Utah State Capitol Complex Ste E310
P.O. Box 142310

Salt Lake City, UT 84114
(801) 538-1348 office
(801) 808-0379 cell
(801) 538-1383 fax

## Re: JSSD

## 1 message

Sean Clayton [sclayton@utah.gov](mailto:sclayton@utah.gov)
Fri, Jul 11, 2014 at 10:27 AM
To: Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)

Leslie,

I looked into the following SLVSSD board members; Steve Capson, Kendall Crittenden, Steve Farrell, Jay Price, Greg McPhie, Kipp Bangerter, and Mike Kohler, to see if any of them hold an interest in land within the SLVSSD boundaries. I started by contacting Theresa Baronek (JSSD employee that is the contact for SLVSSD) and asked her about the boundaries and if any maps were available. She stated that the Strawberry Lakeview Subdivision is the boundary for the SSD. She further said that they have a sewage field that JSSD maintains. Nevertheless, she had no maps of the subdivision. In searching for boundary maps I contacted the Wasatch County Recorder's Office and they led me to the online source that included maps to the boundaries of the Strawberry Lakeview Subdivision (or SLVSSD boundaries). I have attached a copy of the maps to this email.

I searched the above listed SLVSSD board members looking for instances of conflict due to ownership of property within the SLVSSD boundaries. The Strawberry Lakeview Subdivision is located in "Section 31, Township 3 South, Range 10 West" using the Unitah Special Base and Meridian. I used the Was atch County website and searched Warranty Deeds/Quit Claim Deeds, compared the brief legal description to the section/township/range/base, and found that none of the aforementioned board members directly own property within the boundaries of SLVSSD.

FYI - Strawberry Lakeview Subdivision is owned by Strawberry Lakeview L.L.C. I search for the registered principles along with all the changes to ownership since its formation and found that none of the SLVSSD board members have direct ownership of this LLC.

Regards,

Sean

On Thu, Jul 10, 2014 at 8:40 AM, Sean Clayton [sclayton@utah.gov](mailto:sclayton@utah.gov) wrote: No problem. I will get on that today.

Regards,
Sean
Sent from my iPhone
> On Jul 9, 2014, at 5:50 PM, Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov) wrote:

## $>$

$>$ Hi Sean,
$>$
> I'm not sure if you'll run out of other stuff to do tomorrow, but if so . . .
$>$
> John wants me to research whether any of the Wasatch Co Council members own property within SLSSD, which might influence their decision to write-off the SLSSD debt. I've been looking on the Wasatch Co website and can search real property by name, but I'm having a hard time finding the parcels on the map. I don't even know the boundaries of SLSSD. Do you happen to know the boundaries? If you run out of stuff to work on, maybe you could try your hand at finding the properties owned by the Council and whether they're within SLSSD??

```
>
```

$>$ Thanks!
$>$
$>-$
> Leslie Larsen, CPA, CFE
> Office of the Utah State Auditor
> Utah State Capitol Complex Ste E310
> P.O. Box 142310
> Salt Lake City, UT 84114
$>$ (801) 538-1348 office
$>$ (801) 808-0379 cell
$>$ (801) 538-1383 fax

## 6 attachments

$\square$
Strawberry Lakeview Subdivision. PDF
4646K
Articles of Organization - Strawberry Lakeview.pdf
211K
Registered Principals - Strawberry lakeview.pdif 68K

Online change 12222011.pdf
24K
Online change 3182013.pdf
27K
Q Online change 11252013.pdf
26K


## Re: Fishin questions

## 1 message

Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)
Mon, Jul 21, 2014 at 2:46 PM
To: Julie Wrigley [jwrigley@utah.gov](mailto:jwrigley@utah.gov)
Looks good . . . I'll add them to the interview questions.
Any questions for the Willey property?

On Mon, Jul 21, 2014 at 2:43 PM, Julie Wrigley [jwrigley@utah.gov](mailto:jwrigley@utah.gov) wrote:
Thoughts?

## Best Property questions

1. Why didn't JSSD negotiate at ALL with Flinders on the price? Especially when JSSD guaranteed the Ioan for Fishin w/B.
2. The lack of an appraisal is troublesome. There were reportedly other interested parties, but an appraisal would have at least given some room for negotiation with Flinders. The title insurance documents show numerous easements, including a large flood easement. This would decrease the value
3. Is there any personal/business/family relationship between the Flinders and Dan Mathews or Flinders and members of the board at that time?
4. If not, would Dan Matthews and the board be willing to sign an affidavit attesting that there was no relationship and that there was no personal gain on the transaction?
5. Since JSSD guaranteed the loan, there is little evidence that Flinders/Fishin had the where with all to purchase the property. Why were they involved? Why couldn't JSSD purchase the property using their own assets? Or get a short term loan?
6. There were water shares included in the purchase price of the property. What was the purpose for buying those? What is the value of the water shares vs. the property?

Julie Wrigley
Audit Supervisor
desk: 801-538-1340
cell: 801-808-0194
fax: 801-538-1383


## Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)

## Willie property questions

1 message
Julie Wrigley [jwrigley@utah.gov](mailto:jwrigley@utah.gov)
Mon, Jul 21, 2014 at 3:54 PM
To: Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)
Was there an agreement with NVSSD at the time JSSD decided to buy the Willie 1property in 2008? We have not seen an agreement, only a mention in the JSSD minutes

We need more information on the payments for this property. From the information _previously sent, JSSDpaid \$182,803 down and then paid one installment of \$548,493. This installment was due in March 2010 but was not paid until December 2010. Haven't been able to find the 2nd payment in the payment approval report.
${ }_{3}$ When did the property transfer agreement occur? The agreement showed $5 / 2 / 12$ but 2012 was crossed out and 2013 written in.

The NVSSD December 2011 minutes indicate that NVSSD will pay the final installment $4^{\text {which would have been due March 2012? The agreement between NSSD and JSSD }}$ was executed May 2013 or 2012?. What was the timing of the final payment? Need documentation of that payment.
$5_{5}$ How much did NVSSD pay in total for the property? How much do they still owe?
What are the payment arrangements? Need documentation
Julie Wrigley
Audit Supervisor
desk: 801-538-1340
cell: 801-808-0194
fax: 801-538-1383
Office of the Utah State Auditor
Utah State Capitol Complex
East Office Building, Suite E310
PO Box 142310
Salt Lake City, Utah 84114

Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)

## Re: GRAMA Request for JSSD <br> 1 message

## Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)

Tue, Jul 29, 2014 at 2:11 PM
To: Linda Siebenhaar [|siebenhaar@utah.gov](mailto:%7Csiebenhaar@utah.gov)
Looks good to me.
Thanks!

On Tue, Jul 29, 2014 at 1:36 PM, Linda Siebenhaar [lsiebenhaar@utah.gov](mailto:lsiebenhaar@utah.gov) wrote: John / Leslie:

I've prepared the response to the GRAMA request for Jordanelle SSD based on the information you both gave me.

Please review it for accuracy. As you review, keep in mind that the request states that the term "documents and other records" includes anything in written or electronic format.

Thanks, Linda
--
Leslie Larsen, CPA, CFE
Office of the Utah State Auditor
Utah State Capitol Complex Ste E310
P.O. Box 142310

Salt Lake City, UT 84114
(801) 538-1348 office
(801) 808-0379 cell
(801) $538-1383$ fax


Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)

## info to request from Mark $\mathfrak{G}$.

1 message
Julie Wrigley [jwrigley@utah.gov](mailto:jwrigley@utah.gov)
Mon, Aug 4, 2014 at 3:12 PM
To: Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)
I need the following:
Fishin W/ Bread property:

1. Minutes from 2006 where the transaction was discussed

Willey property

1. They were going to follow-up on question \#38 in Dan Matthews interview to clarify the timing of the agreement between JSSD \& NVSSD and when it was signed
2. Question \#'s $37,39, \& 40$ dealt with payment on the property by JSSD and payment to JSSD by NVSSD. Specifically, I want documentation of the following:

- evidence of the $2 n d$ installment made by JSSD,
- the 3rd and final installment supposedly paid by NVSSD
- What are the payment terms/agreement? Is there a written document?
- How much has NVSSD paid for the property so far?
- How much does NVSSD still owe?

Thanks!
Julie Wrigley
Audit Supervisor
desk: 801-538-1340
cell: 801-808-0194
fax: 801-538-1383
Office of the Utah State Auditor
Utah State Capitol Complex
East Office Building, Suite E310
PO Box 142310
Salt Lake City, Utah 84114

Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)

JSSD Who's Responsible
1 message
Van Christensen [vchristensen@utah.gov](mailto:vchristensen@utah.gov)
Mon, Aug 4, 2014 at 6:12 PM
To: Julie Wrigley [jwrigley@utah.gov](mailto:jwrigley@utah.gov), Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)
For a purchasing policy and purchases.

## 17B-1-618. Purchasing procedures.

All purchases or encumbrances by a local district shall be made or incurred according to the purchasing procedures established by each district by resolution and only on an order or approval of the person or persons duly authorized

Van's comment -- only the board of trustees can adopt a resolution and in order to make purchases the district must have policy. So, the board cannot say it's not their problem.

## 17B-1-642. Approval of district expenditures.

(1) The board of trustees of each local district shall approve all expenditures of the district except as otherwise provided in this section.
(2) The board of trustees may authorize the district manager or other official approved by the board to act as the financial officer for the purpose of approving:
(a) payroll checks, if the checks are prepared in accordance with a schedule approved by the board; and
(b) routine expenditures, such as utility bills, payroll-related expenses, supplies, and materials.
(3) Notwithstanding Subsection (2), the board of trustees shall, at least quarterly, review all expenditures authorized by the financial officer.
(4) The board of trustees shall set a maximum sum over which all purchases may not be made without the board's approval.

Van's Comment -- all purchases must be approved by the board unless they authorize another person to make some purchases. So again, I think responsibility stops with the board.

These policies relate to purchasing, and I think tie the board to responsibility. If there are other critical policies let me know and I will see what I can find.

Thanks to both of you, you both do great work!

Van

Hi Julie
Do you have any follow-up questions or requests for JSSD? I want to send an email today.
Thanks!
--
Leslie Larsen, CPA, CFE
Office of the Utah State Auditor
Utah State Capitol Complex Ste E310
P.O. Box 142310

Salt Lake City, UT 84114
(801) 538-1348 office
(801) 808-0379 cell
(801) 538-1383 fax


## Re: JSSD Letter <br> 1 message

## Emily Lockhart [ebritton@utah.gov](mailto:ebritton@utah.gov)

Fri, Sep 5, 2014 at 1:54 PM
To: Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)
Actually, Linda had me move the file into her GRAMA file on the F drive. I hope that's ok!

On Fri, Sep 5, 2014 at 1:24 PM, Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov) wrote:
That sounds great...thanks!
Sent from my iPhone
> On Sep 5, 2014, at 10:45 AM, Emily Lockhart [ebritton@utah.gov](mailto:ebritton@utah.gov) wrote:
$>$
> Hi Leslie,
$>$
> Paul and John had me format a letter to JSSD today. I saved a copy of this letter in
H:/specproj/HOTLINE/Projects/2013 Hotlines/3JSSD8L - Jordanelle SSD. The document is titled JSSD September 5 Letter.
$>$
> I'm not sure if I saved it in the right place but I knew a hard copy would need to be saved somewhere. I
hope I didn't mess up your system!
$>$
>
> Thanks,
$>$ Emily

Emily Britton
Government Relations Assistant
Office of the Utah State Auditor
ebritton@utah.gov
801-538-1364


## JSSD Records

1 message
Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)
Thu, Sep 25, 2014 at 2:10 PM
To: Ipalmier@co.wasatch.ut.us
Hi Liz,
My name is Leslie, and I'm working with Van Christensen on the JSSD audit. Van forwarded your response to me. We appreciate your help obtaining the information!

I do have a few more questions:

1. For those properties which JSSD obtained through foreclosure, is it possible to see from the lien (or other documents), how much the owner owed JSSD before foreclosure?
2. Can we see the name and other possible contact information of the previous owner?
3. Can we also see what, if any, other liens may be attached to the foreclosed properties?

Thanks again for your help!
Leslie

Leslie Larsen, CPA, CFE
Office of the Utah State Auditor
Utah State Capitol Complex Ste E310
P.O. Box 142310

Salt Lake City, UT 84114
(801) 538-1348 office
(801) 808-0379 cell
(801) 538-1383 fax


JSSD
1 message
Van Christensen < vchristensen@utah.gov>
Wed, Sep 10, 2014 at 1:37 PM
To: Brent Titcomb <btitcomb@co.was atch.ut.us>
Cc: Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)
Brent,
Does the county have records of any property lien sales initiated by JSSD and who the purchaser of those parcels were?

Thanks,
Van


To: Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov), John Dougall [jdougall@utah.gov](mailto:jdougall@utah.gov)
John / Leslie,
I just talked with the Wasatch County Auditor and Recorder. They are preparing a list of all parcels and water rights in JSSD's name. The Recorder said that nearly all of the parcels would be a result of JSSD foreclosing on the property. The Recorder also said that she does not remember JSSD conveying parcels to others. So, it appears that JSSD has foreclosed on the parcels and still holds nearly everything they have foreclosed on.

Van


Fwd: JSSD \& Twin Creeks SSD
1 message
Van Christensen [vchristensen@utah.gov](mailto:vchristensen@utah.gov)
Tue, Sep 16, 2014 at 11:19 AM
To: Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)
See fonwarded email
.-.-.--.- Forwarded message $\qquad$
From: Liz Palmier [lpalmier@co.wasatch.ut.us](mailto:lpalmier@co.wasatch.ut.us)
Date: Tue, Sep 16, 2014 at 9:57 AM
Subject: JSSD \& Twin Creeks SSD
To: "vchristensen@utah.gov" < vchristensen@utah.gov>

Van,

I have compiled lists for you to review, from the request that you made of the recorder's office. You can view the documents contained within the list, on the Wasatch County Website. If you have not used this feature before please give me a call, and I will walk you through how to access them.

Elizabeth M Palmier
Wasatch County Recorder
25 N Main
Heber City, UT 84032
435-657-3214

10 attachments
All Docs From JSSD.PDF 394K

All Docs From Twin Creeks SSD.PDF 224K

4 All Docs To JSSD.PDF
799K

All Docs To Twin Creeks SSD.PDF 452K

Notice of Rejection of SP WD.PDF 855K

Parcels in JSSD Ownership.PDF 409K

Parcels in Twin Creeks SSD Ownership.PDF 22K

SP WD From JSSD.PDF 948K

Whater Docs To JSSD.PDF 48K

Water Docs To Twin Creeks SSD.PDF


| Special Project Name: | Jordanelle Special Service District (JSSD) <br> Credit Card Usage | Special Project \#: 3JSSD8L |
| :--- | :--- | :--- |
| Entity: Jordanelle Special Service District (JSSD) | Period Covered: CY08-CY13 |  |
| Main Client Contact Name: Dan Matthews | Title: General Manager |  |
| Mailing Address: P.O. Box 519 | City/State/Zip:Heber City <br> 84032 |  |
| Phone: 435-654-9233 (bus office) 435-671-2498 (Dan cell) | FAX \#: |  |

The completion of this workpaper fulfills the Office's requirements to document planning and many of the more important conclusions reached by the engagement team. It should be completed for each special project and filed in the General File. This workpaper consists of the following major sections:

| I. | Approvals |
| :--- | :--- |
| II. | Plan |
| III. | Final General Matters |
| IV. | Significant Changes in Plan or Programs and |
|  | Unusual Accounting, Auditing, and Reporting Matters |
| V. | Concurring Review |
| VI. | Quality Control Checklist |

Section I should be used to document completion and approval of various sections of this workpaper during the special project, as appropriate. Section II should be completed as part of initial planning. Sections III and IV should be completed during various phases of the project. Sections V through VI should be completed at the conclusion of the project.

In completing this workpaper, there may be occasions when material already documented in other workpapers is relevant. There is no need to duplicate previously documented material; a specific reference will suffice.

SECTION I-APPROVALS

| Preparer Signoff | LAL 2/12/14 |
| :--- | :---: |
| Reviewer Signoff | LAL 2/12/14 |
| Director Review ${ }^{\text {A }}$ | JDA 12/3/14 |
| Concurring Review $^{\text {B }}$ | VC 2/13/14 |

A. The audit plan should be approved prior to initiating significant testwork.
B. Changes to the plan should be approved on or prior to the date of the concurring review.

## SECTION III-PLAN

The in-charge auditor is responsible for the completion of this section. However, the engagement Director should remain significantly involved.

All items below should be considered on every engagement, but no response other than " $N / A$ " is necessary for items that are not applicable.

## 1. Scope

Indicate scope of project based on the contract, engagement letter, proposal and/or other equivalent documents which define our engagement. Be specific about the depth of coverage and the period to be audited. Be specific about accounts and funds to be included and excluded (if known) and why. Include any client service considerations or requests and critical objectives of the project.
This project is based on a Hotline received from
provided us with 2 hnxes full of documents and :
( $\quad$ The complainants have multiple allegations, including: crear card misuse; payments
made for improvements and construction outside the boundaries (of owners who paid impact fees);
questionable land transaction; concems related to financial practices, such as project costs. that were financed
5 times with the interest rate almost tripling, etc.; excessive administrative/overhead fees built-in to the
bonds issued; funds expended on un-operational and unusable facilities; and problems obtaining records
from ISSN We reviewed the boxes of documents provided, which include credit card statements, and
and determined that we will focus on the credit card misuse only because: 1) per our initial
review of the credit card statements, we saw a large number of transactions which, per auditor judgment,
warrant further review, and 2) our understanding is that the other issues may be currently involved in
litigation. We will review credit card use for the period January 2008 - December 2013.
$7 / 16 / 14$ - We received an additional Hotline complaint on 7/14/14 related to excessive penalty and interest
charges assessed on user accounts. It is included and addressed on 3JSSDSL-RVSPE and RVSPE1.

In Section III.1. identify the areas to be tested.
2. Nature of the client

Briefly describe the nature of the client, including its principal services.
JSSD provides treatment, distribution and service of both water and waste water operations.
3. Schedules and/or Statements

List or describe any schedules or statements covered by this project.
None

## 4. Compliance Objectives

| Audit Procedures for Consideration | Initial/Date | Reference |
| :--- | :--- | :--- |
| Prepare or update a Compliance Requirements form. With the help of client | LAL O1- | N/A due to |
| management, determine the laws and regulations that have a direct and material | $30-14$ | limited <br> effect on the objectives of the project. <br> Ensure that planned work covers all <br> applicable compliance matters. |
| credit <br> card <br> usage) |  |  |

5. The Standards Employed
(Check off the standards and other guidance which govern our procedures; more than one may be applicable)
$\Gamma$ Generally Accepted Auditing Standards
$\Gamma$ AICPA Audit Guide, "Audits of State and Local ${ }^{\text {² }}$ Governments"
$\Gamma$ Government Auditing Standards (Yellow Book)
Formal auditing standards not applicable based on the nature of this project
$\Gamma$ Other guides or authoritative guidance -- Specify:
6. The Type of Engagement and Report(s) to be Ilssued (check off one or more)

Wetter/Report with no formal standards cited
$\Gamma$ Consulting Engagement (CS 100)
5 Letters to Underwriters (AU 634)
$\Gamma$ Special Reports (AU 623)
$\Gamma$ Economy, Efficiency, or Performance
$\Gamma$ Internal project (no report issued)
$\Gamma$ Other (i.e. Governmental Audits Compliance, AU 801; Service Organizations, AU 324, etc.)
7. Source of Request for Engagement (check off one or more)
$\Gamma$ Legislative Request
$\Gamma$ State Entity or Institution Request
FT Taxpayer Request (including Hotline)
$\Gamma$ Internal request (Special Project Request form)
$\Gamma$ Follow-up of Prior Special Project
$\Gamma$ Rotating Internal Control Review of a State Entity (departmental audits)

## $\Gamma^{\text {Legislative }}$ Request

$T$ Other

## 8. Client Management

Enter the names and titles of the client's management with whom the engagement team will have substantial contact during the audit or with whom the engagement team should be aware in order to recognize potential related party transactions (including Directors, Deputies, Controller, Procurement Agent, etc.). (Note: A complex business structure along with related party transactions is a potential fraud indicator.)

| Name | Phone No. |  |
| :--- | :--- | :---: |
| Jay Price | Chairman, Wasatch County Council <br> (which also functions as JSSD Board) | $435-654-3211$ |
| Greg McPhie | Vice Chair | $435-654-3211$ |
| Kipp Bangerter, Steve Farrell, Mike Kohler, <br> Steve Capson, Kendall Crittenden | Board Members | $435-654-3211$ |
| Dan Matthews | General Manager | $435-671-2498$ |
| Darrell Scow | Asst. General Manager | $435-654-9233$ |
| Eliza McGaha, Theresa Baronek | Treasurer, Clerk | $435-654-9233$ |

9. Engagement Staffing

Enter the names of members of the engagement team.

|  |  |
| :--- | :--- |
| Director | Patricia Nelson |
| In-Charge |  |
| Staff | Leslie Larsen |
|  | Kaylee Beck |
|  | Sean Clayton |
|  | Julie Wrigley |
|  | Jenifer Vallejos |

Use the space below to explain unfilled positions, any lack of industry experience on the part of the engagement team, or potential independence issues, and explain how such matters will be compensated for.

## None

Page 5 of 10

## 10. Other Items for Consideration in Planning or Follow-Up

List matters identified during planning that require follow-up during the current project (i.e., meetings with the client, pre-audit file, prior year's workpapers, including pinkpoints and management letters). Reference should be made to the audit program, workpaper, etc., that details the planned follow-up or addresses the item.

| Item | Planned.Follow-up | Reference |
| :--- | :--- | :--- |
|  |  |  |
| None |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

## 11. Key Engagement Dates

List below significant engagement dates.

## Meeting or Event

a) Pre-audit Director / In-Charge Planning Meeting
b) Pre-audit In-Charge/Staff Planning Meeting*
c) Opening Conference
d) Closing Conference
e) Last Day of Fieldwork
f) Expected Date of Report Issuance
g)

* The in-charge auditor should emphasize awareness for fraud, abuse, illegal acts, and the need for independence of mental attitude.

| Audit Procedures for Consideration | Initial/Date | Reference |
| :---: | :---: | :---: |
| 12. Requested Information from Entity Prepare or update for the client a list of schedules, documents, or other administrative tasks needed from the client. Make arrangements for accessing and/or obtaining the necessary records and/or computer tapes from the client. | $\begin{aligned} & \hline \text { LAL 02 } \\ & 06-14 \end{aligned}$ | $\begin{aligned} & \text { 3JSSD8L- } \\ & \text { RVSPB } \\ & \text { and } \\ & \text { RVSPB1 } \\ & \hline \end{aligned}$ |
| 13. Related audits <br> a. Identify any examinations done by governmental authorities, regulatory agencies, legislative auditors, and/or legislative fiscal analysts and assess the impact on our audit. Also, for departmental audits, determine if the entity's financial statements have been audited by an independent CPA firm. If so, review the workpapers to determine the extent of the CPA's testing in order that this project is planned to expand from that work, rather than duplicate it. For other types of audits performed by a CPA on the entity, consider reviewing the audit report(s) for consideration in the scope development of this project. | $\begin{aligned} & \text { LAL-02 } \\ & 06-14 \end{aligned}$ | See 3JSSD8L- AP step 2 for financial audit. LAG started an audit in late '12, but did not complete. No impact on planned testwork. See addll discussion on 3JSSD8L- RVSPC |
| b. Meet with internal auditors (if applicable) to: 1) review their structure (e.g. are they a good internal control for the dept?). 2) identify their audit plan and determine what audit work was performed during the past year (for consideration in the scope development of this project). 3) determine if weaknesses identified in their reports may increase engagement risk. | $\begin{aligned} & \text { LAL O2- } \\ & 06-14 \\ & \hline \end{aligned}$ | N/A |
| c. Inquire of client management (including the internal audit department, if applicable), as to any instances of fraud or embezzlement during the year. Give the following information to the special projects coordinator: 1) what happened, 2) what was done to correct the weakness and help prevent it from happening in the future, and 3) was the Attorney General's Office notified? | $\begin{aligned} & \text { LALO2 } \\ & 11-14 \end{aligned}$ | N/A due to nature and scope of this project |
| 14. Internal Control Worksheet <br> Consider preparing an Internal Control Worksheet (Note: Potential fraud indicators include override of controls, employees not taking time off periodically, and top management having an uncaring attitude) or consider using CX4.1 | $\begin{aligned} & \text { LAL-02 } \\ & 06-14 \end{aligned}$ | N/A due to limited scope. Will consider if expand scope of project |
| 15. Minutes <br> Review minutes of the governing board for the past year for any unusual/significant matters (such as related party transactions, errors, fraud, illegal acts, non-compliance with laws, unusual transactions or events) which could have an impact on our project. Generally, minutes of advisory boards to not need to be reviewed. | $\begin{aligned} & \text { LAL 02- } \\ & 06-14 \end{aligned}$ | $\begin{gathered} \text { See } \\ \text { 3JSSD8L- } \\ \text { AP step } 1 \end{gathered}$ |

\(\left.\begin{array}{|l|l|l|}\hline 16. Audit Programs <br>
After the engagement team has agreed on the overall plan in Section II, prepare <br>
the audit program for each area or update the continuing programs. (Standard <br>
audit programs for the areas listed in Section III.1. are available as examples. <br>
Note that the standard audit programs are to help us be efficient in planning and <br>
performing testwork. However, these programs should not limit our testwork and <br>
can and should be revised both during planning and fieldwork for this project as <br>

considered necessary.) Submit audit programs for required approvals.\end{array}\right) .\)| 3JSSD8L- |
| :---: |
| AP |

## SECTION III - FINAL GENERAL MATTERS

1. Areas Tested

| Tested Populations: |  |  | Identified Any <br> Significant Weaknesses <br> To Tested Population? |
| :---: | :---: | :---: | :---: |
| Description <br> (List and Check Areas Tested) | Total Estimated or Actual Amount | Where Tested (Name divisions, locations, or indicate if entire department) |  |
| Cash | \$ |  | 1 |
| Cash Receipts |  |  | $\Gamma$ |
| Cash Disbursements |  |  | $\square$ |
| Payroll Disbursements |  |  | 1 |
| Fixed Assets |  |  | 1 |
| Trust and Agency Funds |  |  | $\square$ |
| Contract Management |  |  | r |
| Inventory |  |  | T |
|  |  |  | $\Gamma$ |
|  |  |  | $\square$ |

2. Budget Status

If Budget Status reports were not deemed necessary by the Director, complete the following:
Budget:
Audit Programs 150
Senior Time (Planning, Report, etc.) 60
Director Time 20
Concurring Review $\quad 5$
Total approved budget: 235
Less: Total actual-to-date plus estimated-to-complete:
Under-budget / (Over-budget):

Explanation for significant difference between approved budget and actual hours:
$\square$

| Audit Procedures for Consideration | Initial/Date | Reference |
| :--- | :--- | :---: | :---: |
| 3.Management Representation <br> For service organization engagements or other engagements where <br> applicable, obtain a written representation from management through the <br> date of the report. (For service organization engagements, see AU 324.61. | LAL02- | N/A |

## SECTION IV <br> SIGNIFICANT CHANGES IN PLAN OR AUDIT PROGRAMS and UNUSUAL ACCOUNTING, AUDITING, AND REPORTING MATTERS

The engagement team should identify and document significant changes in the plan or audit programs and the essential facts and resolution of significant unusual accounting, auditing, and reporting matters. Significant unusual accounting, auditing, and reporting matters will often include facets of critical audit objectives as well as other areas of the work which should be brought to the attention of the Concurring Reviewer.

The identification of these matters in this section is in some cases prescribed, but in most cases left to the judgment of the engagement team. Matters considered, in all instances, to be significant unusual accounting, auditing, and reporting matters that should be documented in this section, include those that:
$\lambda \quad$ Relate to consultation with outside specialists or authoritative accounting boards;
$\lambda$ Involve a significant change from the client's previous accounting policies or practices; or
$\lambda$ Relate to a disagreement with the client.
In addition, other matters that slould normally be considered significant unusual accounting, auditing, and reporting matters and, therefore, identified in this section, include those that:
$\lambda$ Are highly judgmental or controversial;
$\lambda$ Involve complex transactions or material matters;
$\lambda$ Relate to the application of unusual auditing procedures or techniques; or
$\lambda \quad$ Have a significant impact on the type of report to be rendered.
All significant changes in the audit plan developed in Section II should be documented here, and the effect on the audit should be briefly, but clearly, described. There may be various reasons for making changes in the plan, including responses to audit findings, the identification of additional significant unusual accounting, auditing, and reporting matters, and subsequent changes in client circumstances that affect the appropriate scope of work.

In documenting significant changes, the level of detail should be sufficient to permit an evaluation of the consequences of the changes to the effectiveness of the audit. In achieving this objective, it may be efficient to refer to other workpapers.

In the space provided, identify any significant unusual accounting, auditing, or reporting matters, and provide a reference to the memoranda in the workpapers where the essential facts, audit procedures performed and conclusions for each item listed are documented, or alternatively, document the essential facts and conclusions below.

| Description |  | Issue |
| :--- | :--- | :--- |
| See memo on 3JSSD8L-RVSPD |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

## SECTION V-CONCURRING REVIEW

I have been the Concurring Reviewer for this special project. In this capacity, I:
$\lambda \quad$ Reviewed the report(s);
$\lambda$ Reviewed the planning documentation including: - Section II

- Audit Programs
- Significant changes in the plan or programs as documented in Section IV.
- Other workpapers to the extent considered necessary.
$\lambda \quad$ Reviewed unusual accounting, auditing, and reporting matters as documented in Section IV.
$\lambda \quad$ Reviewed internal control risk assessments (Section III.1.)
$\lambda \quad$ Discussed the engagement with team members, to the extent considered necessary.
Based on this limited review, I concur with the audit planning and treatment of significant accounting, auditing, and reporting matters as documented in Sections II, III.1., and IV; the audit program(s); the audit report; and other workpapers reviewed as considered necessary.
(See concurring reviewer sign-off on Page 1)


## SECTION VI - QUALITY CONTROL CHECKLIST

INSTRUCTIONS: This checklist is a reminder for the in-charge to ensure that the special project is complete (i.e., that all critical areas, forms, and requirements have been completed or met).
PROCEDURES

1. Prepare Final Budget Status Report or complete the budget/actual information in Section
2. Complete staff evaluations.
3. Prepare billing.
4. Determine that the Transmittal Sheets for all reports have been initiated and submitted to
5. Sone?
the Director.
6. | Prepare (and turn in to Director) any Special Project Request forms including requests to |
| :--- |
| follow-up on this project, if the project is not a rotating project or if a follow-up is |
| considered necessary before the next rotation in 3-5 years. State when it should be done |
| and how in-depth it should be. Also, for rotation projects, give the Special Projects |
| Coordinator: a) an update of the estimate of hours for performing the rotation project the |
| next time, and b) a list of the audit programs tested. |
| For rotating projects, prepare a workpaper for the pre-audit file with suggestions of areas to |
| audit the next time the project is done, or provide any other information that would be |
| helpful. Any areas that are rotated for review within the entity (i.e. cash receipting |
| locations) should be documented on a rotation schedule. |

## HOTLINE

> Also see 3JSSD8L-RVSPB1 for JSSD response and inventory of records provided. Also see 3JSSD8L-35A for OSA second request for records which were not provided in response to our initial request here.

Dan Matthews, General Manager Jordanelle Special Service District P.O. Box 519

Heber City, UT 84032

Dear Mr. Matthews:
The Office of the State Auditor is commencing an investigation into potential misuse of credit cards at the Jordanelle Special Service District (JSSD). In order to investigate these allegations, we are requesting the following JSSD records:

- All original credit card statements and original supporting receipts or other supporting documentation for the period January 2008 through December 2013.
- Evidence of JSSD Board approval of credit card expenditures for the period January 2008 through December 2013.
- A copy of JSSD's financial policies and procedures manual.

Pursuant to Utah Code 63A-12-105 2(a), all records created or maintained by a political subdivision of the State of Utah, other than records which constitute a valuable intellectual property, are the property of the State. Further, Utah Code 67-3-1(11) allows the State Auditor to initiate audits or investigations of any political subdivision that are necessary to determine honesty and integrity in fiscal affairs, accuracy and reliability of financial statements, effectiveness, and adequacy of financial controls and compliance with the law.

Representatives from the Office of the State Auditor will obtain the above-stated records from the JSSD offices on Thursday January 30, 2014 at 3:00 p.m.

The Office of the State Auditor will then review the records, along with information gathered from other pertinent sources, and will determine whether to proceed with a further investigation. Your cooperation will be integral in making this determination.

If you have any questions or concerns, please contact me at 801-808-0379.
Sincerely,


Leslie Larsen, CPA, CFE
Audit Supervisor
leslielarsen@utah.gov

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One Utah Center, Suite 8oo
zor South Main Sureer
Salt Lake City, UT 84III-222I
TEL. 801.53I.3000
FAX 801.531.3001
www.ballardspahr.com
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Mark R. Gaylord
Direct: 801.531 .3070
Fax: 801.321 .9070
gaylord@ballardspahr.com

January 31, 2014

Via Hand Delivery<br>Leslie Larsen, CPA, CFE<br>State of Utah<br>Office of the State Auditor<br>Utah State Capitol Complex<br>East Office Building, Suite E310<br>P.O. Box 142310<br>Salt Lake City, Utah 84114-2310

Dear Ms. Larsen:

Shannon McCauley, Paralegal for Ballard Spahr, delivered
this Ietter and the attached inventory of records provided on
5-15/. The Inventory of Records sheet on 4/ was created by
OSA and signed by both an OSA employee and Shannon
McCauley. However, although we requested original records,
we were provided with photocopies. We will request original
records as needed when the copies are illegible. We will also
review for completeness of records provided as we perform
testwork. Finally, the letter from the JSSD attorney on 1-3/
lists multiple concerns over the OSA decision to review JSSD
credit card usage. We have reviewed his concerns and do not
feel any are valid or should have any impact on planned testwork.

It was a pleasure talking to you earlier this week. As I indicated, our firm represents Jordanelle Special Service District ("JSSD") and has done so for a number of years. We have been asked to assist in responding to your letter to Dan Matthews, dated January 29, 2013, in which you advise that the Office of the State Auditor is commencing an investigation into potential misuse of credit cards at JSSD. Specifically, you request the following records from JSSD:

1. All original credit card statements and original supporting receipts or other supporting documentation for the period January 2008 through December 2013.
2. Evidence of JSSD Board approval of credit card expenditures for the period January 2008 through December 2013.
3. A copy of JSSD's financial policies and procedures manual.

We understand this investigation is being undertaken due to several complaints received through the Auditor's Hotline Program. JSSD is ready and willing to cooperate fully with the your request, however, as I mentioned in our call of earlier this week, we have a number of concerns that this investigation is being prompted by disgruntled civil litigants with whom we have been dealing with in protracted litigation and GRAMA requests. Before addressing these concerns, we prefer to outline for you what we are delivering herein with this letter.

- "Copies" not originals of credit card statements and some supporting receipts and other documentation for the period January 2008 through December 2013. Although we have tried to pull all such records within JSSD's possession custody and control, the production may not be complete as JSSD generally follows the Utah Municipal

General Records Retention policy, which provides that retention only must date back four (4) years. The reason we have records dating back to 2008 is because thirdparties have served GRAMA requests upon JSSD to which they responded and, as such, have copies of these records. These records are bates labeled from JSSD00000001 to 314.

- JSSD's board meeting minutes from January 2008 through December 2009 (Bates Nos. JSSD00000315-362). These are then replaced with "Payment Approval Reports" for the period February 2010 through January 2014 (Bates Nos. JSD00000363-698).
- JSSD's Purchasing Policy (JSSD00000692-698) along with the Utah Municipal General Records Retention Schedule, which JSSD follows in connection with its general business practice.
- Copies of JSSD's Audited Financial Statements (Bates Nos. JSSD00000701-925) for the years ending 2008 through 2012. These audited financial statements can also be located on the Auditor's own website and have been filed with the Auditor for years.

In producing the foregoing records, JSSD reserves the right to object to the Auditor's decision to allow the complaints of a select few to interfere with the day-to-day operations of JSSD. As noted above, JSSD has been embroiled in protracted litigation with a number of property owners located within certain assessment areas that are managed by JSSD. JSSD has also been compelled, at considerable expense, to respond to a myriad of GRAMA requests. With regards to the GRAMA requests, no party has exhausted their administrative remedies if they believed that JSSD's responses were inadequate. In fact, JSSD asserts it has fully and completely responded to GRAMA requests in a timely manner.

With the foregoing in mind, JSSD would also like to voice its concerns over the Auditor's decision to embark on this investigation. First, JSSD is concerned with the time frame of the inquiry, especially since the State Auditor's own website provides that complaints are generally not accepted if the time elapsed since the [alleged] wrongdoing has been more than two years. Here the Auditor seeks materials going back six years. (http://auditor.utah.gov/hotline/, Timing.) Second, as noted above, JSSD has properly and adequately responded to all requests for information from third parties. The State Auditor's website provides that " $[t]$ he entity in question should be contacted first" because this "gives the officials directly involved in the issues the chance to take action or modify procedures." (http://auditor.utah.gov/hotline/, Management Notification.) Again, JSSD has responded to all inquiries and we are concerned that this latest complaint to the State Auditor is simply a "witch hunt" by disgruntled litigants and/or property owners within the jurisdiction of JSSD. Third, the State Auditor's website states that "[c]omplaints that are currently under investigation by another entity will generally not be accepted." It further states "[c]omplaints about issues that are being litigated are generally not accepted." (http://auditor.utah.gov/hotline/, Related

## Leslie Larsen

January 31, 2014
Page 3

Issues.) JSSD has provided audited financial statements to the Auditor for years (as evidenced by the State Auditor's own website). Additionally, as noted above, JSSD is involved in litigation concerning the same issues noted in your letter. Specifically, JSSD is a party to two lawsuits currently pending in Fourth District Court and an adversary proceeding in Bankruptcy Court. The litigation was brought by property owners who are challenging assessments due and owing on property located within the District. One property owner alleges that JSSD mismanaged assessment area funds, suggesting, among other things, that JSSD had unsubstantiated and what appeared to be personal or suspect credit card charges from 2009-2011 related to the assessment area. The property owner has submitted a "preliminary forensic audit report" written by James A. Gilbert in which Mr. Gilbert concludes "[a]fter reviewing several monthly credit card statements, it appears that many of the charges could be personal in nature and not for expenditures of JSSD." (Report of James A. Gilbert, $3 / 11 / 13$ ). JSSD is vigorously defending itself in the litigation and has been successful in doing so on several fronts. Nevertheless, the materials requested by the State Auditor bear a striking resemblance to one of the claims pending in litigation.

In closing, we are extremely concerned that the plaintiff(s) in the above referenced lawsuit(s) are using the State Auditor's Office as a strategy in litigation and to further their case. Clearly, this is not a proper use of the Auditor's time and resources. The Plaintiffs are entitled to make a document request in the litigation, or any person may make a request pursuant to the Government Records Access and Management Act (GRAMA) (Utah Code Ann. Sec. 63G-2-101 et seq.). GRAMA has certain procedures and policies in place for individuals who believe their request was not properly responded to. We would also note that the State Auditor's website provides that it does not investigate complaints involving GRAMA related issues. (http://auditor, utah.gov/hotlinel, Disputes over access to government records (GRAMA related issues).)

Regardless of the foregoing concerns, JSSD wants the State Auditor to know it will fully cooperate in its investigation. The production of the enclosed documents is a reflection of this cooperation. To the extent that you have questions regarding the enclosures and/or production of documents, please do not hesitate to give either me or Melanie Vartabedian a call.

Thank you for your time and consideration.

Very truly yours,


MRG/ldb
Enclosures

## INVENTORY OF RECORDS

The following is a list of the records released to the Office of the State Auditor in cooperation with an audit conducted by the Office of the State Auditor. Upon conclusion of the audit, all records will be returned to Jordanelle Special Service District.

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$\qquad$

Signed:


Date: $\frac{1 / 3 / 14}{1 / 1}$

Signed: $\qquad$ Date:

Jordonelle Special Services District
State Audit Document Inventory

| Begin Bates Number | End Bates Number. |  | Document Description | Received |
| :---: | :---: | :---: | :---: | :---: |
| JSSD00000001 | \|JSSD00000001 | 01/23/08-02/22/08 | Chase MasterCard account summary for account ending in 6315. |  |
| JSSD00000002 | JSSD00000002 | 02/23/08-03/22/08 | Chase MasterCard account summary for account ending in 6315. |  |
| JSSD00000003 | JSSD00000003 | 03/23/08-04/22/08 | Chase MasterCard account summary for account ending in 6315. |  |
| JSSD00000004 | JSSD00000004 | 04/23/08-05/22/08 | Chase MasterCard account summary for account ending in 6315. |  |
| JSSD00000005 | JSSD00000005 | 05/23/08-06/22/08 | Chase MasterCard account summary for account ending in 6315. |  |
| JSSD00000006 | JSSD00000006 | 06/23/08-07/22/08 | Chase MasterCard account summary for account ending in 6315. |  |
| JSSD00000007 | JSSD00000007 | 07/23/08-08/22/08 | Chase MasterCard account summary for account ending in 6315. |  |
| JSSD00000008 | JSSD00000008 | 08/23/08-09/22/08 | Chase MasterCard account summary for account ending in 6315. |  |
| JSSD00000009 | JSSD00000009 | 09/23/08-10/22/08 | Chase MasterCard account summary for account ending in 6315. |  |
| JSSD00000010 | JSSD00000010 | 10/23/08-11/22/08 | Chase MasterCard account summary for account ending in 6315. |  |
| JSSD00000011 | JSSD00000011 | 11/23/08-12/22/08 | Chase MasterCard account summary for account ending in 6315. |  |

Jordonelle Special Services District

| JSSD00000012 | JSSD00000012 | 12/23/08-01/22/09 | Chase MasterCard account summary for account ending in 6315. |
| :---: | :---: | :---: | :---: |
| JSSD00000013 | JSSD00000013 | 01/23/09-02/22/09 | Chase MasterCard account summary for account ending in 6315. |
| JSSD00000014 | JSSD00000014 | 02/23/09-03/22/09 | Chase MasterCard account summary for account ending in 6315. |
| JSSD00000015 | JSSD00000015 | 03/23/09-04/22/09 | Chase MasterCard account summary for account ending in 6315. |
| JSSD00000016 | JSSD00000016 | 04/23/09-05/22/09 | Chase MasterCard account summary for account ending in 6315. |
| JSSD00000017 | JSSD00000017 | 05/23/09-06/22/09 | Chase MasterCard account summary for account ending in 6315. |
| JSSD00000018 | JSSD00000018 | 06/23/09-07/22/09 | Chase MasterCard account summary for account ending in 6315. |
| JSSD00000019 | JSSD00000019 | 07/23/09-08/22/09 | Chase MasterCard account summary for account ending in 6315. |
| JSSD00000020 | JSSD00000020 | 04/16/08-05/15/08 | Capital One Visa account summary for account ending in 5994. |
| JSSD00000021 | JSSD00000021 | 05/16/08-06/16/08 | Capital One Visa account summary for account ending in 5994. |
| JSSD00000022 | JSSD00000022 | 06/17/08-07/15/08 | Capital One Visa account summary for account ending in 5994. |
| JSSD00000023 | JSSD00000023 | 08/16/08-09/15/08 | Capital One Visa account summary for account ending in 5994. |
| JSSD00000024 | JSSD00000024 | 09/16/08-10/15/08 | Capital One Visa account summary for account ending in 5994. |

Page 2 of 11
Jordonelle Special Services District State Audit Document Inventory

| JSSD00000025 | JSSD00000025 | 10/16/08-11/15/08 | Capital One Visa account summary for account ending in 5994. |  |
| :---: | :---: | :---: | :---: | :---: |
| JSSD00000026 | JSSD00000026 | 11/16/08-12/15/08 | Capital One Visa account summary for account ending in 5994. |  |
| JSSD00000027 | JSSD00000027 | 12/16/08-01/15/09 | Capital One Visa account summary for account ending in 5994. |  |
| JSSD00000028 | JSSD00000028 | 02/17/09-03/16/09 | Capital One Visa account summary for account ending in 5994. |  |
| JSSD00000029 | JSSD00000029 | 03/17/09-04/15/09 | Capital One Visa account summary for account ending in 5994. |  |
| JSSSD00000030 | JSSD00000030 | 04/16/09-05/15/09 | Capital One Visa account summary for account ending in 5994. |  |
| JSSD00000031 | JSSD00000031 | 04/19/09-05/19/09 | Capital One Visa account summary for account ending in 5994. |  |
| JSSD00000032 | JSSD00000032 | 05/16/09-06/15/09 | Capital One Visa account summary for account ending in 5994. |  |
| JSSD00000033 | JSSD00000033 | 06/16/09-08/15/09 | Capital One Visa account summary for account ending in 5994. |  |
| JSSD00000034 | JSSD00000034 | 09/16/09-10/15/09 | Capital One Visa account summary for account ending in 5994. |  |
| JSSD00000035 | JSSD00000035 | 10/16/09-11/16/09 | Capital One Visa account summary for account ending in 5994. |  |
| JSSD00000036 | JSSD00000036 | 11/17/09-12/15/09 | Capital One Visa account summary for account ending in 5994. |  |
| JSSD00000037 | JSSD00000037 | 12/16/09-01/15/10 | Capital One Visa account summary for account ending in 5994. |  |
| JSSD00000038 | JSSD00000038 | 02/16/10-03/15/10 | Capital One Visa account summary for account ending in 5994. |  |
| JSSD00000039 | JSSD00000039 | 03/16/10-04/15/10 | Capital One Visa account summary for account ending in 5994. |  |
| JSSD00000040 | JSSD00000040 | 04/16/10-05/15/10 | Capital One Visa account summary for account ending in 5994. |  |
| JSSD00000041 | JSSD00000041 | 05/16/10-06/15/10 | Capital One Visa account summary for account ending in 5994. |  |

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| JSSD00000042 | JSSD00000042 | $09 / 16 / 10-10 / 15 / 10$ | Capital One Visa account summary for account ending in <br> 5994. |  |  |
| :--- | :--- | :--- | :--- | :--- | :--- |
| JSSD00000043 | JSSD00000043 | $10 / 16 / 10-11 / 15 / 10$ | Capital One Visa account summary for account ending in <br> 5994. |  |  |
| JSSD00000044 | JSSD00000044 | $11 / 16 / 10-12 / 15 / 10$ | Capital One Visa account summary for account ending in <br> 5994. |  |  |
| JSSD00000045 | JSSD00000045 | $12 / 19 / 10-02 / 18 / 11$ | Capital One Visa account summary for account ending in <br> 5994. |  |  |
| JSSD00000046 | JSSD00000046 | $02 / 18 / 11-03 / 14 / 11$ | Capital One Visa account summary for account ending in <br> 5994. |  |  |
| JSSD00000047 | JSSD00000047 | $02 / 16 / 11-03 / 15 / 11$ | Capital One Visa account summary for account ending in <br> 5994. |  |  |
| JSSD00000048 | JSSD00000049 | $03 / 16 / 11-04 / 15 / 11$ | Capital One Visa account summary for account ending in <br> 55994. |  |  |
| JSSD00000050 | JSSD00000050 | $04 / 16 / 11-05 / 15 / 11$ | Capital One Visa account summary for account ending in <br> 5994. |  |  |
| JSSD00000051 | JSSD00000051 | $05 / 16 / 11-06 / 15 / 11$ | Capital One Visa account summary for account ending in <br> 5994. |  |  |
| JSSD00000052 | JSSD00000052 | $06 / 16 / 11-07 / 15 / 11$ | Capital One Visa account summary for account ending in <br> 5994. |  |  |
| JSSD00000053 | JSSD00000053 | $07 / 16 / 11-08 / 15 / 11$ | Capital One Visa account summary for account ending in <br> 5994. |  |  |
| JSSD00000054 | JSSD00000054 | $08 / 16 / 11-09 / 15 / 11$ | Capital One Visa account summary for account ending in <br> 5994. |  |  |
| SSSD00000055 | JSSD00000055 | $09 / 16 / 11-10 / 15 / 11$ | Capital One Visa account summary for account ending in <br> 5994. |  |  |
| SSSD00000056 | JSSD00000056 | $10 / 18 / 11-10 / 25 / 11$ | Capital One Visa account summary for account ending in <br> 5994. |  |  |
| SSSD00000057 | JSSD00000058 | $10 / 16 / 11-11 / 15 / 11$ | Capital One Visa account summary for account ending in <br> 5994. | Capital One Visa account summary for account ending in <br> 5994. | Capital One Visa account summary for account ending in <br> 5994. |

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| JSSD00000061 | JSSD00000061 | 03/16/12-04/15/12 | Capital One Visa account summary for account ending in 5994. |  |
| :---: | :---: | :---: | :---: | :---: |
| JSSD00000062 | JSSD00000062 | 01/28/08 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000063 | JSSD00000063 | 02/26/08 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000064 | JSSD00000064 | 03/27/08 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000065 | JSSD00000065 | 04/25/08 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000066 | JSSD00000066 | 05/27/08 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000067 | JSSD00000067 | 07/25/08 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000068 | JSSD00000068 | 08/26/08 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000069 | JSSD00000069 | 09/25/08 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000070 | JSSD00000070 | 10/27/08 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000071 | JSSD00000071 | 11/26/08 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000072 | JSSD00000072 | 12/29/08 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000073 | JSSD00000073 | 01/27/09 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000074 | JSSD00000074 | 02/25/09 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000075 | JSSD00000075 | 03/27/09 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000076 | JSSD00000076 | 04/28/09 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000077 | JSSD00000077 | 05/28/09 | Business Edition Visa account summary for account ending in 0863. |  |

Jordonelle Special Services District State Audit Document Inventory

| JSSD00000078 | JSSD00000078 | 06/26/09 | Business Edition Visa account summary for account ending in 0863. |  |
| :---: | :---: | :---: | :---: | :---: |
| JSSD00000079 | JSSD00000079 | 07/29/09 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000080 | JSSD00000080 | 08/28/09 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000081 | JSSD00000081 | 09/29/09 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000082 | JSSD00000082 | 10/28/09 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000083 | JSSD00000083 | 11/27/09 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000084 | JSSD00000085 | 12/30/09 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000086 | JSSD00000087 | 01/28/10 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000088 | JSSD00000089 | 02/25/10 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000090 | JSSD00000091 | 03/29/10 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000092 | JSSD00000093 | 04/28/10 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000094 | JSSD00000095 | 05/28/10 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000096 | JSSD00000097 | 06/28/10 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000098 | JSSD00000099 | 07/29/10 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000100 | JSSD00000100 | 08/27/10 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000101 | JSSD00000101 | 09/28/10 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000102 | JSSD00000102 | 10/28/10 | Business Edition Visa account summary for account ending in 0863. |  |

Jordonelle Special Services District

| JSSD00000103 | JSSD00000103 | 11/29/10 | Business Edition Visa account summary for account ending in 0863. |  |
| :---: | :---: | :---: | :---: | :---: |
| JSSD00000104 | JSSD00000104 | 01/28/11 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000105 | JSSD00000105 | 02/28/11 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000106 | JSSD00000106 | 03/30/11 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000107 | JSSD00000107 | 04/28/11 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000108 | JSSD00000108 | 05/27/11 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000109 | JSSD00000109 | 06/29/11 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000110 | JSSD00000110 | 07/28/11 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000111 | JSSD00000111 | 09/29/11 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000112 | JSSD00000112 | 08/30/11 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000113 | JSSD00000113 | 10/28/11 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000114 | JSSD00000114 | 11/29/11 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000115 | JSSD00000115 | 12/29/11 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000116 | JSSD00000116 | 01/30/12 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000117 | JSSD00000117 | 02/28/12 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000118 | JSSD00000118 | 03/28/12 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000119 | JSSD00000119 | 04/27/12 | Business Edition Visa account summary for account ending in 0863. |  |

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| JSSD00000120 | JSSD00000120 | 05/30/12 | Business Edition Visa account summary for account ending in 0863. |  |
| :---: | :---: | :---: | :---: | :---: |
| JSSD00000121 | JSSD00000121 | 06/28/12 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000122 | JSSD00000122 | 07/30/12 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000123 | JSSD00000123 | 09/27/12 | Business Edition Visa account summary for account ending in 0863. |  |
| JSSD00000124 | JSSD00000125 | 10/29/12 | Business Edition Visa account summary for account ending in 0863 and accompanying receipts. |  |
| JSSD00000126 | JSSD00000129 | 11/28/12 | Business Edition Visa account summary for account ending in 0863 and accompanying receipts. |  |
| JSSD00000130 | JSSD00000132 | 12/28/12 | Business Edition Visa account summary for account ending in 0863 and accompanying receipts. |  |
| JSSD00000133 | JSSD00000135 | 01/29/13 | Business Edition Visa account summary for account ending in 0863 and accompanying receipts. |  |
| JSSD00000136 | JSSD00000139 | 02/27/13 | Business Edition Visa account summary for account ending in 0863 and accompanying receipts. |  |
| JSSD00000140 | JSSD00000144 | 03/28/13 | Business Edition Visa account summary for account ending in 0863 and accompanying receipts. |  |
| JSSD00000145 | JSSD00000148 | 04/29/13 | Business Edition Visa account summary for account ending in 0863 and accompanying receipts. |  |
| JSSD00000149 | JSSD00000153 | 05/30/13 | Business Edition Visa account summary for account ending in 0863 and accompanying receipts. |  |
| JSSD00000154 | JSSD00000160 | 06/27/13 | Business Edition Visa account summary for account ending in 0863 and accompanying receipts. |  |
| JSSD00000161 | JSSD00000162 | 07/29/13 | Business Edition Visa account summary for account ending in 0863 and accompanying receipts. |  |
| JSSD00000163 | JSSD00000163 | 08/28/13 | Business Edition Visa account summary for account ending in 0863 and accompanying receipts. |  |
| JSSD00000164 | JSSD00000167 | 09/27/13 | Business Edition Visa account summary for account ending in 0863 and accompanying receipts. |  |
| JSSD00000168 | JSSD00000169 | 10/29/13 | Business Edition Visa account summary for account ending in 0863 and accompanying receipts. |  |

Jordonelle Special Services District State Audit Document Inventory

| JSSD00000170 | JSSD00000170 | 11/29/13 | Business Edition Visa account summary for account ending in 0863 and accompanying receipts. |  |
| :---: | :---: | :---: | :---: | :---: |
| JSSD00000171 | JSSD00000171 | 12/30/13 | Business Edition Visa account summary for account ending in 0863 and accompanying receipts. |  |
| JSSD00000172 | JSSD00000172 | 11/29/13 | Business Edition Visa account summary for account ending in 0863 and accompanying receipts. |  |
| JSSD00000173 | JSSD00000175 | 12/30/13 | Business Edition Visa account summary for account ending in 0863 and accompanying receipts. |  |
| JSSD00000176 | JSSD00000185 | 10/15/12 | Zions Bank Visa account summary for accounts ending in 5259,5358 , and 5457 and accompanying receipts. |  |
| JSSD00000186 | JSSD00000190 | 11/14/12 | Zions Bank Visa account summary for accounts ending in 5259 and 5358 and accompanying receipts. |  |
| JSSD00000191 | JSSD00000200 | 01/14/13 | Zions Bank Visa account summary for accounts ending in 5259,5358 , and 5457 and accompanying receipts. |  |
| JSSD00000201 | JSSD00000208 | 02/14/13 | Zions Bank Visa account summary for accounts ending in 5259 and 5358 and accompanying receipts. |  |
| JSSD00000209 | JSSD00000229 | 03/14/13 | Zions Bank Visa account summary for accounts ending in 5259,5358 , and 5457 and accompanying receipts. |  |
| JSSD00000230 | JSSD00000238 | 04/12/13 | Zions Bank Visa account summary for accounts ending in 5259,5358 , and 5457 and accompanying receipts. |  |
| JSSD00000239 | JSSD00000245 | 05/14/13 | Zions Bank Visa account summary for accounts ending in 5259, 5358, and 5457 and accompanying receipts. |  |
| JSSD00000246 | JSSD00000256 | 06/14/13 | Zions Bank Visa account summary for accounts ending in 5259,5358 , and 5457 and accompanying receipts. |  |

Jordonelle Special Services District State Audit Document Inventory

| JSSD00000257 | JSSD00000264 | $07 / 12 / 13$ | Zions Bank Visa account summary for accounts ending in <br> 5259,5358, and 5457 and accompanying receipts. |
| :--- | :--- | :--- | :--- | :--- | :--- |
| JSSD00000265 |  |  |  |

Jordonelle Special Services District

| JSSD00000347 | JSSD00000349 | $08 / 11 / 09$ | JSSD Board Meeting Minutes re warrants. |  |
| :--- | :--- | :---: | :--- | :--- | :--- |
| JSSD00000350 | JSSD00000353 | $09 / 08 / 09$ | JSSD Board Meeting Minutes re warrants: |  |
| JSSD00000354 | JSSD00000357 | $10 / 13 / 09$ | JSSD Board Meeting Minutes re warrants. |  |
| SSSD00000358 | JSSD00000359 | $11 / 10 / 09$ | JSSD Board Meeting Minutes re warrants. |  |
| JSSD00000360 | JSSD00000362 | $12 / 08 / 09$ | JSSD Board Meeting Minutes re warrants. |  |
| JSSD00000363 | JSSD00000691 | $02 / 10 / 10-01 / 14 / 14$ | Payment Approval Reports |  |
| SSSD00000692 | JSSD00000698 | $11 / 06 / 00$ | JSSD Purchasing Policy |  |
| JSSD00000699 | JSSD00000700 | N/A | Utah Municipal General Records Retention Schedule |  |
|  |  |  |  |  |
| SSSD00000701 | JSSD00000745 | $12 / 31 / 08$ | JSSD Financial Statements |  |
| JSSD00000746 | JSSD00000787 | $12 / 31 / 09$ | JSSD Financial Statements |  |
| JSSD00000788 | JSSD00000828 | $12 / 31 / 10$ | JSSD Financial Statements |  |
| JSSD00000829 | JSSD00000873 | $12 / 31 / 11$ | JSSD Financial Statements |  |
| ISSD00000874 | JSSD00000925 | $12 / 31 / 12$ | JSSD Financial Statements |  |


| JORDANELLE STECIAL SERVICE DISTRICT | 3JSSD8I-RVSPD |
| :--- | ---: |
| 3JSSD8L-RVSPD Change in Auditit Plan and <br> Program |  |

## STATUS: PROTECTED (SIECTIONS CONTAINING REFERENCES TO INTERVIEWS AND SPECIFIC COMPLAINTS SUBMITTED TO OSA)

PURPOSE: To document our significant change in audit plan and audit program per 3JSSD8LRVSP Section ${ }^{\text {RY }}$

TeSTWORK: Based on preliminary testwork performed, including review of JSSD Board minutes (see audit step 1 on 3FSSDP8L-AP), review of credit card charges (see step 6), and interviews with applicable personnel (see step 5), as well as various discussions with Steve Capson, Board member, we will expand our investigation to include the following the issues listed below:

- Fishin With Bread Land Transaction - This allegation came in through our original hotline complainants and is addressed
. On about March 15, 2014, Steve Capson, Board member, cailed vंan Christensen, OSA Director, and told him he had questioned Dan Matthews, GM, about the Fishin With Bread land transaction. According to Steve, Dan started acting very bizarre and ended his answer with the statement "the statute of limitations has expired, anyway." We decided to look into this transaction, see audit step 8 on 3JSSD8L-AP.
- Gas Card Compared to Gas Station / Convenience Store Transactions - Based on our preliminary testwork under AP step 6, we noted many gas station / convenience store transactions, particularly on Dan Matthews' card. We determined that further evaluation of the gas card compared to gas station / convenience store charges is necessary; specifically some type of review that may indicate excessive fuel purchases for the type of vehicle and expected miles driven per month. See audit step 9.
- Comingling of SSD Funds and Willey Land Transaction - We noted a discussion related to the purchase of property during our review of Board minutes under step 1. The discussion simply stated that "the land was a good deal for JSSD and they should purchase it." It did not detail the purpose of the transaction, etc. We later noted that one payment was made by North Village SSD (NVSSD). We are concerned that the property was purchased by JSSD on behalf of NVSSD, which may represent an improper comingling of funds.

NV
$\lambda$ Wasatch County Council Pay - We received a separate Hotline complaint related to the Wasatch County Council receiving extra pay for serving on additional boards (see 4WSCO8L on the Special Projects Database). We will determine whether the Council receives extra pay for serving on the JSSD Board. See audit step 12.
$\lambda$ Wasatch County Council/JSSD Board Conflict of Interest - John Dougall, State Auditor, received a complaint directly from someone within Wasatch County who would like to remain anonymous alleging that Jay Price, Wasatch County Council Chairman, purchased some water rights and resold them to developers for a large profit after becoming aware of potential development. This complaint is based somewhat on rumor and the complainant did not have specific details. Therefore, we will not investigate this complaint directly but will determine whether the Council members have properly disclosed all conflicts of interest and properly recused themselves during applicable discussions/votes. See audit steps 13 and 14 .
$\lambda$ Line of Credit Purchases Compared to Similar Credit Card Purchases - Based on our review of credit cards, we noted many charges to Smith's Grocery or other grocery stores even though, ${ }_{\kappa} .$. ', JSSD has a line of credit with Day's Market and any legitimate transactions would most likely be purchased through Day's. We also noted credit card purchases to other businesses or similar business where JSSD has a line of credit (per inquiry with JSSD, they also have a line of credit with Staples, Home Depot, Reams). In order to better be able to conclude on such charges on the credit cards, we will perform additional testwork by obtaining the monthly vendor statements from these businesses and compare to the credit card charges. See audit step 15.
$\lambda$ Nepotism Issue - We found out through various interviews that Darrel Scow's son, Doug Scow, is also employed by JSSD. We will perform additional testwork related to potential nepotism concerns. See audit step 16.
$\lambda$ Questionable Purchases -


1/13/15 Update - We listened to the Legislature's Revenue and Taxation Interimeommittee Meeting held on 10/15/14, which included issues related to JSSD on the agenda, and included testimony given by JSSD property owners and JSSD Board Members. The meeting raised additional questions, and ceitain legislators also approached John Dougall with additional questions as a result of the meeting; therefore, we have incorporated the following
$\lambda$ Potential Bond Liability to the State - Because JSSD issued large assessment area bonds to finance the construction of facilities, etc., and because JSSD's financial condition is uncertain and there is a high-risk of default (Note: In CY12 JSSD did, in fact fail to make the annual payment on their Series 2009ABC Special Assessment Bond - also see Finding $12-5$ on 3JSSD8L-30A), there is concern whether liability potentially extends to the State, or other governmental entities, in the event of default. Our objective is to determine the extent of liability or impact on the State or other governmental entities. See audit step 19.
$\lambda$ Proper Notice Given to Ratepayers Regarding Bond - Many landowners living within JSSD have defaulted on their assessments related to the special assessment bonds which, according to our understanding, is also the basis for the various lawsuits brought against JSSD by the landowners who contend they were against the special assessment bonds. Our objective is to determine whether JSSD met the legal requirements for proper notice and hearing requirements. See audit step 20.
$\lambda$ Interest Rate on the Special Assessment Bonds - The landowners within JSSD contend that the interest rate on the special assessment bonds is too high, and is due to mismanagement of the District. Our objective is to determine whether the interest rate is due to mismanagement, or circumstances beyond management's control. See audit step 21.
$\lambda$ Water Reservation Fees - The landowners within JSSD also contend that water reservation fees were imposed by JSSD, which the landowners did not want. In addition, JSSD has charged excessive penalty and interest associated with the water reservation fees (Note: We addressed the penalty and interest on 3JSSD8L-RVSPE). Our objective is to determine whether the landowners who have been assessed water reservation fees did knowingly apply or contract for the water reservation, and that the terms were clearly disclosed. See audit step 22.

1/15/15 Update - We have learned that Dan Matthews, Manager, is no longer employed by JSSD. We are unsure of the nature of his termination; therefore, we will follow-up by requesting all documentation related to termination/severance payments or agreements between JSSD and former manager, Dan Matthews. We will evaluate for reasonableness, propriety, and compliance with any applicable laws, policies, or regulations. See audit step 23.

SUMMARY: See additional audit steps on 3JSSD8L-AP

Special Project- Jordanelle SSD
3JSSD8L-AP 3JSSD8L-AP Audit Program

## Objective:

To evaluate the usage of credit cards by employees of the Jordanelle Special Service District (JSSD) and to determine whether the credit cards are being used in accordance with the policies and procedures in place and whether there is an indication they have been misused for personal purchases.
Also see steps 8-18 that were added to the audit program as a result of changes in the audit plan/program documented on 3JSSD8L-RVSP Section IV
sign-off
Audit Steps:
1 Review JSSD Board minutes for the period of 2008-2013 for discussions or actions which may have an impact on planned testwork. Note: Since 2013, the 3JSSD8L-05 LAL 7/8/14 Wasatch County Council has also acted as the JSSD Board:

3JSSD8L-06 LAL 4/9/14
3JSSD8L-06A LAL 4/9/14

2 Review JSSD financial statements and independent audits for the period CY08-
3JSSD8L-30 LAM 5/8/14 CY13 for findings and recommendations related to credit card usage or other 3JSSD8L-30A LAM 5/8/14 findings that may indicate weaknesses in the control environment. Determine impact on planned testwork.

3 Determine how many credit cards JSSD has and which cards have been assigned
3JSSD8L-15 KB 3/12/14 to which employees. Conclude on propriety of the number of cards, persons assigned, etc.

4 Document policies related to credit card usage and procedures and controls over 3JSSD8L-20 LAL 5/14/14 review/approval of credit card expenditures. Determine impact on planned testwork.

5 筑
Determine impact on planned testwork.

6 Review credit card statements and itemized receipts, where available, for the 3JSSD8L-10 SC 5/8/14 period January 2008 - December 2013. Conclude on propriety of credit card usage 3JSSD8L-10A SC 5/8/14 and compliance with JSSD credit card policy.

7 Perform other testwork as considered necessary.
3JSSD8L-35
thru 35J
3JSSD8L-40

LAL 11/17/14
SC 7/1/14

## Additional Steps Added per 3JSSD8L-RVSP Section IV \& 3JSSD8L-RVSPD

8 Review the land purchase made by JSSD from Fishin With Bread, LLC to determine propriety and ensure no JSSD employees/board members benefitted personally from the transaction. Coordinate with or refer to the AG's Office for further investigation as considered necessary.

9 Review gas card statements for the period January 2008 - December 2013.
Consider non-sequential odometer readings and other possible factors which might indicate improper gas purchases. Compare gas purchases on the gas cards to gas station/convenience store purchases made on the credit cards for the same period for applicable parties. Consider frequency of purchases and other possible comparisons to help determine the nature and propriety of the gas station/convenience store purchases. Coordinate testwork with step 6 above.

Determine whether an improper comingling of funds has occurred between the various Wasatch County SSD's managed by Dan Matthews (JSSD, Twin Creeks, North Village, and Strawberry Lakeview). Specifically review the purchase of the Willey property made by JSSD on behalf of North Village for propriety and proper accounting by obtaining appraisals, contracts, etc. Also determine whether any repayment agreements exist between North Village and JSSD.

11 Evaluate JSSD's bad debt detail for reasonableness and compliance with policy related to collection and write-off. Determine how much of JSSD's bad debt is related to the contracts with other Wasatch County SSD's for administrative services (Twin Creeks, North Village, and Strawberry Lakeview) and whether those services were properly billed in compliance with the written contract.

12 Determine whether the Wasatch County Council acting as the JSSD Board has received additional compensation in violation of UCA 17B-1-308.

3JSSD8L-45 JMW 5/13/14 thru 45 G

3JSSD8L-50
JV 7/30/14
3JSSD8L-50A
3JSSD8L-51 -
51 C

3JSSD8L-55
JMW 12/31/14

3JSSD8L-60
SC 5/12/14
thru 60G

Per Van
Christensen,
OSA Director,
there is an exemption for SSD's and this law is not applicable to JSSD.
Teswork is NCN.

LAL 1/22/15

13 Obtain the Wasatch County conflict of interest policy and conclude on whether the 3JSSD8L-70
LAL 8/13/14
County Council (acting as the JSSD Board) has adequately disclosed potential conflicts of interest and, based on our review of Board minutes under step 1, properly recused themselves in compliance with the policy.

14 Perform a registered principal search for key JSSD personnel, including the JSSD 3JSSD8L-75 LAL 8/19/14 Board, and scan the JSSD payment registers for the period January 2008 -
December 2013 to review for payments made to related parties. Also, conclude on whether Darrel Scow, Asst. GM, ownership of Western States Water and employment by JSSD is a conflict of interest.

15 Identify charge accounts or lines of credit JSSD has with various businesses (e.g.
B LAL 1/22/15 Day's Market, Reams, Staples, and Home Depot). Compare charges for these businesses on the credit card to the monthly charge account invoices. Conclude on propriety of the line of credit and credit card charges. Coordinate with step 6 above.

16 Document Doug Scow's title and duties and who he reports to. Determine whether State nepotism laws have been violated since Doug Scow is the son of Darrel Scow, Asst GM.
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18 Gain an understanding of JSSD's water leases and water rights. Evaluate the use
A
LAL 1/22/15 of leases and rights and determine whether they are reasonable and proper.
Coordinate with the AG's Office as considered necessary.
A LAL $1 / 22 / 15$

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A LAL 1/22/15

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19 Review Utah Code and other applicable resources to determine potential liability or 3JSSD8L-80
VHC 2/10/15 impact on the State, or other government entities, in the event of default on bonds thru 80C issued by JSSD.

20 Determine whether JSSD notices and hearings to landowners related to the special 3JSSD8L-85 assessment bonds were in compliance with State law.

21
Evaluate the interest rate on the JSSD Special Assessment Bonds and determine whether the rate is excessively high and why. Conclude on whether the rate is due to mismanagement, or circumstances beyond management's control.

22 Gain an understanding of JSSD's water reservation fees, and determine whether the landowners who are being assessed the fee knowingly and willingly applied or 95A contracted for the water reservation. Also conclude on whether the terms of the contract were properly disclosed to the landowner.

23 Request all documentation related to termination/severance payments or agreements between JSSD and former manager, Dan Matthews. Evaluate for reasonablenss, propriety, and compliance with any applicable laws, policies, or regulations.

## SUMMARY: See referenced wp's for testwork and conclusions

A Due to time constraints and due to lack of specific allegations (for step 16), and difficulty in proving the allegation (for step 17), and specific transactions related to the water leases and water rights (for step 18), we will not complete these steps as planned. Further testwork or discussion is NCN.

B We obtained charge account information from JSSD for Day's Market, Reams, Staples, and Home Depot. However, based on our review of the charge account information compared to credit card charges at the same stores, it did not provide us with any further information or help us conclude on the propriety of the credit card charges. Further, there was not sufficient detail to conclude on the charge account purchases. Based on the invoices; however, the purchases did not appear to be unreasonable. Therefore, further testwork related to charge accounts is NCN.

## Special Projects - Jordanelle SSD

3JSSD8L-05 Wasatch County and JSSD Meeting Minutes

## Per audit step 1 on 3JSSD8L-AP.

| Testwork: | * Prior to 2013, JSSD had an Administrative Control Board, which was separate from the Wasatch County Council. In 2013, the JSSD Admin Control Board was disbanded and the Wasatch County Council began acting as the JSSD Board, as well. <br> * Due to questions related to land purchases noted during our review here, we decided to request access to JSSD executive session minutes to gain a better understanding of the land deals. Our review is documented on 3JSSD8L-06. |
| :---: | :---: |


| Meeting Date | Discussion | Impact |  |
| :--- | :--- | :--- | :--- |
| $6 / 10 / 2008$ | Board asked about the number of vehicles going home each <br> day with the current fuel prices. Manager said those on call <br> and management are taking vehicles home. Will review and <br> report back next month. | Noted for testwork performed on 3JSSD8L- <br> 50. Further disCussion here NCN. |  |
| $8 / 12 / 2008$ | Manager gave the Board a copy of 2007 audit for review. <br> Stated JSSD is in compliance with all standards and <br> regulations. | Noted for testwork performed on 3JSSD8L- <br> 30 because JSSD had 3 material weaknesses <br> in 2007. Further discussion here NCN. |  |
| $9 / 9 / 2008$ | Manager will review the cash handling policy for the County <br> and will draft a policy for JSSD. | Noted for testwork on 3JSSD8L-20 since no <br> policy was ever implemented. Further <br> discussion here NCN. |  |
| $10 / 14 / 2008$ | JSSD has opportunity to purchase 52 acre parcel from Gary <br> Willey in the North Village. Property is worth about \$2 mil. <br> Based on the appraisal, this is a very good deal for the <br> District. | Noted for testwork on 3JSSD8L-55. Further <br> discussion here NCN. |  |
| July 2009 <br> lanager gave the Board copies of the 2008 audit report for <br> review. | Noted for testwork on 3JSSD8L-30. |  |  |


| Meeting Date | Discussion | Impact |  |
| :--- | :--- | :--- | :--- |
| $8 / 11 / 2009$ | A motion was made to instruct all employees that company <br> vehicles will not be driven home at night. Policy will be <br> reviewed in 3 months. | Noted for testwork on 3JSSD8L-50. |  |
|  | Board instructed the Manager to try to sell the Willey <br> property. | Noted for testwork on 3JSSD8L-55. |  |
| $9 / 8 / 2009$ | Bd member, Jay Price, stated that he will be meeting with <br> Christensen this week and will offer the Willey property to <br> him. District needs to get this property sold. | " " |  |
|  | Manager's report indicates financial problems. Discussed <br> cost-saving measures such as moving out of trailer used for <br> admin early, selling several trucks, cancelling cell phones. | Noted for informational purposes only. |  |
| $10 / 13 / 2009$ | The Manager and the on-call truck should be authorized to be <br> used to take home. | Noted for testwork on 3JsSD8L-50. |  |
| $12 / 8 / 2009$ | Bd member asked about vehicle policy. Currently the <br> Manager and the on-call vehicle are driven home. | " " |  |
| Manager stated that they would like to keep the budget for <br> monthly expenses at about $\$ 25,000$ per month. | Noted for informational purposes only. |  |  |
|  | Board addressed vehicle use. Supervisors and management <br> may drive their vehicles to and from work and continue with <br> on call truck use. Inclues Lloyd Popp, Darrel Scow, Shane <br> Paddock, Lynn Sulser and Janet Carson. | Noted for testwork on 3JSSD8L-50. |  |
|  | Manager stated that JSSD employees are working a 4 day 10 <br> hour work week and have adopted holiday schedule of <br> Wasatch County regarding holidays. | Noted for our credit card testwork on <br> 33SSD8L-10 since purchases made on | Fridays may be higher risk for being <br> personal in nature. |


| Meeting Date | Discussion | Impact |  |
| :--- | :--- | :--- | :--- |
|  | Regarding Willey property, Manager stated they made the <br> down pmt of \$187,000 and the purchase price is \$1.6 mil. <br> The District is working on contracts and other ideas to create <br> income. They should look at options for paying off the <br> property at next mtg. | Noted for testwork on 3JSSD8L-55. |  |
| 2/9/2010 | The maintenance contract with Twin Creeks (TCSSD) is up for <br> renewal. JSSD has hired some TCSSD employees. JSSD <br> charges TCSSD \$25,000/mth for the contract. Manager stated <br> that the ability to charge for unexpected expenses was <br> included in the contract. | Noted for testwork on 3JSSD8L-60. |  |
|  | Feb 2nd was the date the Area C bond pmts were due. Just <br> over \$2 mil collected and would like to send balance to atty <br> for collection. Interest charge will go from 12\% to 20\% if pmt <br> not made. | Noted for informational purposes only. |  |
|  | The District made a down pmt on the Willey property and <br> there will be pmts for next 3 yrs. | Noted for testwork on 3JSSD8L-55. |  |
| Jay Price, Bd mbr, suggested the Manager review unpaid <br> accts on a regular basis and report to the Board. | Noted for testwork on 3JSSD8L-60. |  |  |
| 5SSD has rcvd the billing for pmt due on the Willey property <br> for \$548,000. Check was signed by the Board, but Manager <br> was instructed to hold the check until he is able to talk to the <br> bank. | Noted for testwork on 3JSSD8L-55. |  |  |
| 6/8/2010 | Foreclosure on Area C Bond - 63 lots within Talisman dvlpmnt <br> did not sell. JSSD is now owner of these lots. | Noted for informational purposes only. |  |
|  | Board would like to renegotiate the purch agmnt for the <br> Willey property due to change in property value. Motion <br> made to contact Glory Breeze to propose \$20,000 per acre to <br> be paid over 20 yrs at no more than 5.5\% interest. | Noted for testwork on 3JSSD8L-55. |  |


| Meeting Date | Discussion | Impact |  |
| :---: | :---: | :---: | :---: |
| 12/14/10 | The cost to pay off the Willey property is around $\$ 700,000$. The March pmt is past due and next pmt is due March 2011. During the negotiation period it has been sent to an atty for collection. There is a default interest chg. There is enough in budget to pay off in entirety. | Noted for testwork on 3JSSD8L-55. |  |
| 2/8/2011 | Kierstan Smith has done analysis for the contracts with NVSSD and TCSSD. Jay Price stated that need to address a fee for SLSSD and create a contract. | Noted for testwork on 3JSSD8L-60. |  |
| 3/8/2011 | Payment for employees to attend the Rural Water Users annual conference. Management will be going to the legal conference held the week after the users conference. | Noted for testwork on 3JSSD8L-40. Further discussion here NCN. |  |
|  | Steve Capson stated he would like to see a profit and loss, aging report, and balance sheet included with the financial rpts. | Noted for testwork on 3JSSD8L-60. |  |
| 9/13/2011 | Board addressed the purchase from the Jr. Livestock auction and discussed options on the use. Manager will write a policy to designate the use. In the past they have given it to groups in need such as scouts. Suggested they could use some of it at montly employee meetings. | Noted for testwork on 3JSSD8L-10 since there are credit card transactions related to the Jr Livestock purchases. |  |
| 9/13/2011 | UASSD annual board training will be held in Layton on Nov 24. | Noted for testwork on 3JSSD8L-10 and 40 for possible meal purchases made on JSSD credit card or per diem paid. |  |
| 10/12/2011 | Board adopted the policy draft that was presented that describes their participation in the community or charitable programs and the Jr. Livestock purchase. | Noted for testwork on 3JSSD8L-10 since there are credit card transactions related to the Jr Livestock purchases. |  |
| 10/12/2011 | CRWU conference is in December in Las Vegas and will include per diem and rooms at Caesars Palace | Noted for testwork on 3JSSD8L-40. Further discussion here NCN. |  |


| Meeting Date | Discussion | Impact |  |
| :---: | :---: | :---: | :---: |
| 2/14/2012 | Need 2 signatures for wire transfer of $\$ 548,493$ to pay off the Willey property. Will be fully reimbursed by North Village. Motion passes, but board mbrs would like a contract with the breakout of the pmts and explaining why they have done this. | Noted for testwork on 3JSSD8L-55. |  |
| 8/14/2012 | Presentation from Hawkins, Cloward, and Simister of the CY11 audit report stated that the District needs to have back up receipts and documentation attached to the credit card statement. | Noted for testwork performed on 3JSSD8L10 and 30 . Further testwork here is NCN. |  |
| 11/13/2012 | Darrel Scow will follow-up on the diesel charges at Mountainland One Stop and find out why the fuel cards have not been used. | Noted for testwork on 3JSSD8L-50. |  |
| 12/4/2012 | Per diem checks were distributed for Colorado Water Users Conference for Dec 11-14. | Issued 1 to $11 / 2$ weeks ahead. Noted for testwork on 3JSSD8L-40. |  |
| 2/12/2013 | Update on the status of the audit. After meeting with the auditors and their supervisor, the audit was suspended and unoffical suggestions for the District were given. | This refers to the LAG audit initiated in 2012. Noted - further discussion NCN. |  |
|  | An aging report was reviewed. District mgt can go ahead and correct errors that may arise in billing; however, the waiving of penalties and interest should be Board's responsibility. A policy needs to be drafted and put in place. | Noted for testwork on 3JSSD8L-20 and 60 as no policy was ever implemented. |  |
| 5/14/2013 | Motion to approve contract with NVSSD regarding their pmt of a portion of the Willey property. | Noted for testwork on 3JSSD8L-55. |  |
|  | Discussion regarding pending resolution by the County to disband the JSSD Board as per changes in Utah law. | Noted for informational purposes only. |  |
| 7/9/2013 | Steve Farrell, Board Member, requested an itemized accounting of the credit cards. | Noted for testwork on 3JSSD8L-10. |  |
| 11/19/2013 | Per diem checks issued for Colorado River Water Users Conference in Las Vegas on Dec 10-12. | Noted for testwork on 3JSSD8L-40. |  |


| Meeting Date | Discussion | Impact |
| :--- | :--- | :--- |
| $12 / 4 / 2013$ | Public hearing and adoption of 2014 budgets - the budget for <br> Strawberry Lakeview SSD was discussed, which is \$10,100. | Noted for testwork on 3JSSD8L-60 since the <br> approved budget for SLSSD must be <br> sufficient to cover the management <br> contract between JSSD and SLSSD. |

SUMMARY: $\quad$| All items noted that are related to testwork performed on other workpapers. |
| :--- |
| here is NCN. NEN |$\quad$ Further discussion or testwork

| JORDANLILE SPECIAL SERVICE DISTRICT | 3JSSD8L-06 |
| :--- | :--- |
| 3ISSD8L-06 Review of Rrecutive Session Minutes <br> and Recordings |  |

# STATUS - PROTECTED (SECTIONS WTIH INEORMATION RELATED TO CONTENT OF CLOSED SESSION MEETEGS) 

PURPOSE: Per audit step 1 on 3ISSD8L-AP

TRSTWORK: Per our testwork on 3JSSD8L-05, we noted some Board discussions related to the JSSD purchase of the Willey property which raised some questions. Also, we found later a discussion related to North Village SSD (NVSSD) purchasing the property from JSSD, which raised further questions. Due to the lack of proper justificati on for the property purchase, the eventual purchase (or at least partial purchase - see additional testwork related to the Willey property under audit step 10 ), as well as some additional questions which developed after our interview documented on 3JSSD8L-25C, we decided to request access to JSSD closed Board meetings to determine whether additional discussion took place during the closed meetings (Note: Per UCA 52-4-205, strategy sessions to discuss the purchase of real property is an allowed purpose of closed meetings).

We requested access to closed meetings for January 2008 - December 2013. See additional discussion of records request on 3JSSD8L -35 and AG letter/subpoena for closed meeting records issued to JSSD on 3JSSD8L-35P.

We arranged to review the minutes and listen to recordings at the Ballard Spahr offices (attorneys for JSSD). On 3/13/14 Paul Tonks, AG Rep for OSA, and Leslie Larsen, Audit Supervisor, visited the Ballard Spahr offices to review the closed meeting information. Melanie Vartabedian, Attorney, told us that JSSD had delivered some minutes/recordings, but couldn't find all dates requested. They would continue looking and provide them when found. A list of all closed meeting dates within our scope (per our review of the public meeting minutes on 3ISSD8L-05) is included on 3JSSD8L-06A. We found that of all the possible dates within our scope, the only minutes/recordings provided were for the following dates: $1 / 10 / 12,2 / 14 / 12$, $4 / 3 / 12,5 / 8 / 12,9 / 11 / 12,10 / 9 / 12,2 / 12 / 13,3 / 12 / 13,10 / 8 / 13$, and $11 / 19 / 13$. Missing were $6 / 12 / 12$, 8/14/12 and all $2008-2011$ minutes/recordings.

We reviewed all the provided minutes and listened to the recordings, when available, for the executive session dates listed above. Many of the recordings were inaudible.
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Also see 3JSSD8L-30 for further discussion related to our review of other audits of JSSD and management's response to the findings issued.

3/27/14 - We received a letter from JSSD and their attorney in response to another formal request for documentation. Per the letter, JSSD has been unable to locate any additional closed meeting minutes or recordings (see item \#7 on 3JSSD8L-35D1). Per the State Archives General County Retention Schedule (see archives.uta h.gov), closed meeting minutes and recordings are permanent records. There is no specific retention schedule for SSD's, so we referred to the County Schedule since JSSD is a special service district formed under Wasatch County. JSSD asserts that their record retention policy follows the State Archives General Municipal Retention policy (see letter from JSSD attorney on 3JSSD8LL-35A1); therefore, we are concerned that such an egregious deviation from retention policy has occurred. Also, per UCA 63A-12-105 2(a), all records created or maintained, except valuable intellectual property, by a political subdivision of the state are the property of the state and shall not be mutilated, destroyed, or otherwise damaged or disposed of, in whole or in part, except as provided in Title 63G, Chapter 2, Government Records Access and Management Act (which states that records must be maintained and destroyed in accordance with the retention schedule). Further, because JSSD has been quite opposed to our investigation (see 3ISSDD8L-35 for discussion of various attempts to obtain records, etc.), we are concerned that the missing closed meeting records could be either an attempt to conceal the content of the meetings or to simply be unaccommodating. We will issue 3JSSD8L-FR03 in relation to the missing minutes and recordings. This is considered an important compliance issue. Because these are Board meeting minutes and recordings, and because the Board can close meetings without the General Manager present, the Board is ultimately responsible for the proper recording and minutes of the meetings. The Board is also ultimately responsible for the maintenance of these records. Note: Per UCA 63A-12-105(2)(c), State Archives may, at the request of a government entity, take custody of and maintain records for safekeeping and management. JSSD has not told us that this has occurred; therefore, this section is N/A to the missing records.

8/21/14 Update - Based on our 7/22/14 interviews with JSSD Board and management (see 3JSSD8L-25F), JSSD found a portable hard drive which might contain some of the missing executive session recordings. An outside IT consultant was hired to review the contents of the hard drive, and we were told JSSD would let us know the results of the review. We sent an email to JSSD to ask about the results of the hard drive review and also to inquire about when JSSD implemented the digital recording of Board meetings (as there should be audio tapes of meetings previous to the date JSSD implemented digital recording). Per an email received on 8/21/14, JSSD cannot recall when it started digital recordings and Dan Matthews does not recall seeing any audio tapes of meetings. Although JSSD didn't tell us exactly the results of the IT review of the hard drive, they told us that "we've provided all minutes we've been able to locate." Therefore, no further audio tapes, minutes, or digital recordings have been provided to us (beyond those reviewed during our meeting documented above on $3 / 13 / 14$ ). No changes to FR-03.

SUMMARY: 3JSSD8L-FR03 issued - important compliance issue

| JORDANELLE SPECIAL SERVICE DISTRICT | 3JSSD8L-06A |  |
| :--- | :--- | ---: |
| 3JSSD8L-06A JSSD Closed Meeting Dates 2008 | -2013 |  |

PURPOSE: See 3JSSD8L-06
TESWORK: Per our review of the public meeting minutes on 3JSSD8L-05, we compiled this list of dates where a closed JSSD Board meeting was held (per the notation in the public meeting minutes). This was done to help us determine whether the closed meeting minutes $/ r$ ecordings provided to us by JSSD are complete.

JSSD Closed M eetings (per our review on 3JSSD8L -05) for Jan 2008 - Dec 2013
February 12, 2008
May 13, 2008
December 9, 2008
January 13, 2009
May 12, 2009
August 11, 2009
September 8, 2009
December 8, 2009

February 9, 2010
May 11, 2010
September 14, 2010
November 2010

February 8, 2011
March 8, 2011
April 19, 2011
May 17, 2011
September 13, 2011
October 12, 2011
January 10, 2012
February 14, 2012
April 3, 2012
May 8, 2012
June 12, 2012
August 14, 2012
September 11, 2012
October 9, 2012
February 12, 2013
March 12, 2013
October 8, 2013
November 19, 2013
SUMMMARY: See 3JSSD8L-06

| JORDANELLE SPECIAL SERVICE DISTRICT | 3JSSD8L-10 |
| :--- | ---: |
| 3JSSD8L-10 Credit Card Summary |  |

PURPOSE: Per audit step 6 on 3JSSD8L-AP

## TESTWORK:

We reviewed the use of the seven JSSD (the District) credit cards dated between January $1^{\text {st }}$, 2008 and December $31^{\text {st }}, 2013$ obtained through Mark Gaylord, Attorney, Ballard Spahr (see 3JSSD8L-15 for list of cards issued and to which employee). Many of the transactions lack proper supporting documentation (such as detailed receipts, invoices, explanation of purpose, etc.) therefore, we categorized each purchase per the "purchase description" listed on the credit card statement, and assigned one of nine broad categories (Asset, Finance Charge, Gas Station, Grocery, Internet, Misc., Restaurant, Security, and Travel). Furthermore, we analyzed the "Day of the Week" the purchase was made as those purchases made on Fridays (since admin. Staff work four 10-hour days as of Jan 2010 (per 3JSSD8L-05) or weekends are higher risk for misappropriation; whether an itemized receipt with comments was provided; and our initial determination if the purchase appeared to be business or personal in nature and why. (General Note: Our initial determination of 'business or personal' and 'questionable or reasonable' remains intact in the workpaper even if we concluded otherwise. Also, although we did consider day of the week the purchase was made, we did not base our conclusions of reasonableness on this factor alone and do not address it separately in the notes or finding. See the notes for ultimate conclusions). See 3JSSDSL-10A for the purchase data of all seven cards. The chart below contains a summary of all credit card purchases we reviewed (see 3JSSDDEL-10A 'Various Tables' Tab for data in the chart below). See Also Note $\mathbb{E}$.

| Category | Amount | \# of trans | \# no receipt | \% no receipt |
| :---: | :---: | :---: | :---: | :---: |
| Asset | 27,755.71 | 111 | 86 | 77.5\% |
| Finance Charges | 1,426.84 | 64 | n/a | n/a |
| Gas Station | 9,011.94 | 204 | 201 | 98.5\% |
| Grocery | 18,746.93 | 312 | 296 | 94.9\% |
| Internet | 8,442.56 | 75 | n/a | $\mathrm{n} / \mathrm{a}$ |
| Misc | 31,502.47 | 180 | 143 | 79.4\% |
| Restaurant | 10,837.55 | 262 | 210 | 80.2\% |
| Security | 4,799.10 | 204 | n/a | n/a |
| Travel | 19,007.02 | 108 | 94 | 87\% |
| Total | 131,530.12 | 1520 | 1030 | Rx 67.7\% |
| $\mathrm{T} \quad \mathrm{T} \underset{\text { (Chart data to } \mathrm{3JSSD} 8 \mathrm{~L}-\mathrm{FR} 01 \text { ) }}{ }$ |  |  |  |  |

## Notes:

A: Finance Charges Issue: We noted various finance charges, in the amount of $\$ 1,426.84$, have been assessed on multiple (4) of the JSSD credit cards (see JSSD8L-10A "Summary of Notes Tab"). These finance charges included late fees, over limit fees, and interest charges, all of which are an improper use of public funds. By filtering the data by year, we noted that the finance charges decreas ed over time. 2008 had the most
instances of finance charges and in 2013, the total was $\$ 89.40$. Proper management would dictate no finance charges for credit card use. We will issue JSSD8L-FR01.

B: Gas Purchases: We noted, to the best of our knowledge, that State Gas Cards (Fuelman) were available to the District throughout the period of our testwork. Fuelman is a program in which qualifying governmental entities purchase fuel for its vehicles and receive a monthly excise tax credit. However, other District credit cards were used in \$9,011.94 (see 3JSSD8L-10A "Summary of Notes Tab") of purchases at gas stations on many occasions throughout our $\mathrm{t} / \mathrm{w}$ period. Because JSSD also had Fuelman cards, we believe any purchases made at a gas station or convenience store are high-risk. Therefore, we will perform further comparison of gas station purchases made on the credit cards documented here to fuel purchases made on the Fuelman cards on 3JSSD8L51.

Since using Fuelman results in an Excise Tax Credit, we estimated the lost excise tax credit from January $1^{\text {st }}, 2008$ to December $31^{\text {st }}, 2013$ to be $\$ 729$ (see JSSD8L-10A, "Excise Tax Credit" tab for our calculation). The loss of the Excise Tax Credit is addressed at 3JSSD8L-FR01.

Furthermore, using Fuelman as the only way to purchase fuel, helps to consolidate and track each vehicle's unique fuel consumption habits. Therefore, using other district credit cards for purchases was improper since it reduces the District's ability to track fuel use and reduces accountability of District employees. We have questions as to the legitimacy of some of these purchases due to the following factors:
$\lambda$ Lack of documentation -only 3 out of 204 (see table on $\mathbb{1}$ ) purchases at gas stations were supported by a receipt. Without a receipt, we cannot determine what was purchased or make a determination as to whether the purchase was reasonable.
$\lambda$ Gas Station and Gas Chart Tabs indicate that $20 \%$ of the number of purchases were for $\$ 25$ or less. A gas purchase for the manager's truck would likely exceed that amount. Therefore, it is likely these charges for $<\$ 25$ are for items like snacks, drinks, etc.

These issues are addressed in 3JSSD8L-FR01.

C: Grocery Purchases - Between January $1^{\text {st }}, 2008$ and December 31 ${ }^{\text {st }}$, 2013, we noted that only 16 of the 312 or $5.1 \%$ (see table on $1 /$ ) grocery store purchases had the corresponding itemized receipt and of those 16, only 5 (per 3JSSD8L-10A Various Tables Tab) had comments on what the intended use was. The District's inconsistency in turning in and retaining receipts displays a lack of adequate controls over its credit cards. Interestingly, as discussed further below, all of the 16 expenditures that included a receipt occurred after a repeat finding from the financial auditors regarding lack of documentation. The District's CPA firm, Hawkins Cloward \& Simister, LC produced Finding 11-4 of JSSD's Audited Financial Statements for year ending December 31 ${ }^{\text {st }}$, 2011 (see discussion of other audits and findings issued on 3JSSD8L-30) which states, "The District does not have a policy in place requiring employees using the District's
credit cards to turn in receipts to verify proper charges... The Districts response: We agree with the finding and will develop a policy that requires credit card receipts to be turned in so that they can be reconciled to the monthly credit card statement." This finding was discussed in the August $14^{\text {th }}, 2012$ JSSD Board of Directors Meeting where it was decided that receipts would be turned in. Note: the Finding was reissued for the CY12 audit, as well. An examination (see 3JSSD8L-10A 'Post Aug 2012Receipt Data' Tab) of the 22 grocery store purchases between August $14^{\text {th }}, 2012$ and December 31, 2013, shows that itemized receipts were only provided for 16 of the $22(72.7 \%)$. These are the same 16 receipts referred to above and amounted to $\$ 960$ per the 'Various Tables' tab. Per review of the receipts, approximately half (using conservative judgment) of the documented grocery store purchases were to purchase "treats" or various forms of "junk" food and drinks or magazines. We analyzed the pattern of grocery store purchases on the 'Grocery Analysis' Tab and found that the dollar amount and frequency of grocery store purchases decreased rapidly after the District implemented a policy over credit card receipts. Since the District has an account at Day's Market, we requested the Day's market vendor history to determine whether the purchases there increased in conjunction with Aug 2012 change in policy. This analysis is on the 'Grocery Analysis tab' where we added the yearly purchase total from the Day's Market account to the credit card purchases to determine total grocery purchases. Per analysis, it appears that total grocery purchases remained fairly constant from 2011 to 2013.

For the reasons stated above we question the unsupported transactions and the supported transactions that appear to be unnecessary and wasteful. These issues are discussed at 3JSSD8L-FR01.

Also, since the District has an account with Day's Market, we would expect that there would be little need to make purchases using the credit card for grocery type items. The credit card was used at Day's Market and other grocery stores. This practice reduces the ability to efficiently monitor grocery purchases and reduces the accountability of District employees. See 3JSSD8L-FR01.

D: Restaurant charges - We question a majority of the local (Wasatch, Salt Lake, Summit, Davis, Utah County) restaurant purchases. Any restaurant purchase outside this area will be addressed in our per diem testwork on 3JSSD8L-40. Between January $1^{\text {st }}$, 2008 and December 31 ${ }^{\text {st }}$, 2013, the District's credit card purchases at local restaurants was $\$ 8,507.89$ of which only $\$ 1,054.44$ were determined reasonable based on available supporting documentation. This leaves $\mathbf{\$ 7 , 4 5 3 . 4 5}$ of local restaurant purchases without documentation (see 3JSSD8L-10A 'Summary of Notes' tab and 'Restaurant Analysis' tab for numbers). A more detailed report can be found on $\mathbf{J S S D 8 L}-10 \mathrm{~A}$ - Restaurant Analysis Tab, filter on "Category" = "Restaurant" and "Note" = "D" and "Appears" = "Reasonable". Therefore, in our opinion, the improper local restaurant purchases amounting to $\$ 7,453$. are questionable use of public funds. We also noted that the yearly dollar total spent at restaurants has tripled since 2008. We will issue JSSD8L-FR01.

E: Summary of unsupported transactions - As noted in the chart above and as mentioned in some of the other notes, many of the transactions were not supported with
a receipt. In total, we found that 1,030 of $1,520(67.7 \%)$ credit card transactions were not supported by a detailed receipt or explanation of business purpose. It is not possible for the Board to perform an adequate detailed review of credit card expenditures considering the lack of supporting documentation, yet the Board has approved the credit card expenditures every month during their Board meeting. This is especially troubling given that the District's financial auditors issued a finding related to lack of credit card policy and receipts for both 2011 and 2012 (see Note C). The District eventually committed to retaining receipts in August 2012 in a Board meeting. However, from analysis on the 'Post Aug 2012 Receipt Analysis tab' we found that $54 \%$ of transactions were still unsupported by a receipt after that point ( $46 \%$ were supported). Therefore, significant non-compliance persists. The lack of documentation is addressed at 3JSSD8L-FR01 and is considered significant non-compliance.

F: Other/Misc purchases = These purchases were marked questionable largely because they did not have a receipt to document their business purpose. However, many could reasonably be business related. We were unsure about some of the transactions and marked those 'personal', meaning that they could potentially be non-business related. However, per auditor judgment, further testwork is unlikely to lead to a timely resolution as to whether the trans action was reasonable or not nor whether it was personal or not. Therefore we have determined not to pursue further testwork on these individual transactions. We have, however, addressed all of these purchases in 3ISSD8L-FR01 as being unsupported - see NOTE $\mathbb{E}$. These purchases total $\$ 40,285.85$ (per 3JSSD8L10A 'Summary of Notes' tab).

G: Reasonable Purchases - These purchases were deemed to be reasonable based on documentation and/or discussion with management or other evidence and further $t / \mathrm{w}$ is NCN. Examples of reasonable purchases include payment for monthly internet service, monthly security monitoring services, and purchases with proper documentation (itemized receipt with explanation) and some other transactions that per auditor judgment, appeared reasonable. NEN.

H: Restaurant Charges already covered by Per Diem. Testwork on 3JSSD8L-40 indicates that per diem was paid to employees for their travel. We reviewed the credit card charges to restaurants and noted those that appeared to be made while traveling. Almost all of those noted as meals while traveling occurred in St. George or Las Vegas. On 3JSSD8L-40, we compared the meal dates to per diem issued determined that these charges should have been covered by the per diem payment. Therefore, these are improper payments and are questionable. We determined the inappropriate charges by employees on the "Restaurant Analysis" tab" at 3JSSD8L-10A. It is also below.

| Dan Matthews | $\$ 1,741.80$ |
| :--- | ---: |
| Darrell Scow | 466.43 |
| Total | $\$ 2,208.23$ |

It is improper for the District to allow empoloyees to use the credit card for meals while also paying per diem. We noted on 3JSSD8L-40 that is was likely that these meals were purchased for the benefit of other, likely JSSD employees and board members.

Therefore, either these meals are a waste of funds or the per diem was a waste of funds. See 3JSSD8L-FR01 and 3JSSD8L-40.

I: Home Depot purchases. We noted that the District made purchases totaling $\$ 2,784$ at Home Depot even though they have a merchant account with them (see sum of Note I at 3JSSD8L-10A 'Summary of Notes' tab). There was no supporting documentation for the purchases, therefore, we subpoena ed the detail from Home Depot to determine whether the purchases were reasonable (See wp 3JSSD8L -35I for subpoena info). Home Depot could only provide detail for 14 of the 15 transactions. Per review of the provided documentation, the items could be business related. Further $t / w$ is NCN to substantiate the propriety of these purchases. However, these items are included in FR01 for being unsupported. We will also note that it is unusual that the credit card was used to make these purchases when the District had a merchant account. Use of the credit card reduces the ability to efficiently track these types of purchases and reduces the accountability of District employees. See 3JSSD8L-FR01.

The District's management did not have proper controls in place over credit card purchases. As a result, it appears likely that waste and abuse of District funds occurred. At a minimum, there is a significant amount of purchases which the District cannot prove were proper and reasonable. Further test work is NCN.

SUMMARY: 3JSSD8L-FR01 issued. This is considered a key internal control weakness as well as an important compliance issue.



Summary: See 3JSSD8L-10
All Data Tob: This tab contains all credit card purchases made by JSSD between January 1, 2008 and Decermber 31,
2013. We made our best estimation in determining whether the purchase was business or personal in nature 2013. We made our best estimation in determining whether the purchase was b"
along with if the purchase appeared "Reasonable", "Questionable", or "Improper".


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| $\begin{aligned} & \text { L⿸\zh14⿰⿺乚一匕刂} \\ & \text { 毞 } \end{aligned}$ |  |  |  |  |  |  |  |  |  |  |  | $\begin{array}{r} 6 \\ 5 \\ 5 \\ 5 \end{array}$ |  |  |  |  |  | $\begin{aligned} & \text { } \\ & \text { 50 } \\ & 0 \\ & 0 \\ & 5 \end{aligned}$ |  |  |  |  |  |  |  |  |  | $\begin{array}{r} 5 \\ \text { 桴 } \\ \text { a } \end{array}$ |  |
|  |  |  |  |  |  |  |  |  |  |  | $\begin{gathered} \\ \hline \end{gathered}$ |  |  |  |  |  | an |  |  |  |  |  |  | $9$ |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | $\begin{aligned} & 1 \\ & \frac{3}{3} \\ & \frac{3}{2} \\ & \hline \end{aligned}$ | $\begin{array}{r} 3 \\ 3 \end{array}$ |  |  | $\begin{array}{r} \text { and } \\ \text { and } \\ \hline \end{array}$ |  |  |  |  |  | 部置 | ${ }^{\text {a }}$ | $\begin{array}{r} 7 \\ 0 \\ 4 \\ 4 \end{array}$ |  |
| 产咢 |  |  | 部品 | $0_{0}^{0} 0_{0}^{0}$ |  |  |  |  |  |  |  | 뮴 | $10$ |  |  | ⿹ㅡㄲ | $\frac{D_{0}}{\substack{0 \\ 0}}$ | $\stackrel{\text { ⿹ㅣN }}{0}$ |  | 気 | 믐 | 高 |  | 包刮 |  |  |  |  |  |
| 䨗 |  | 敬坛 |  | $\square^{\circ}$ |  |  |  | ${ }^{\circ}$ | ${ }^{\text {co }}$ | $\square^{\square}$ | $0_{0}^{0}{ }^{\circ}$ | 귤 |  |  | 뮤률 | $\stackrel{\square}{6}$ | \＃ | 픽 |  | च | 7 | 曲 |  | ${ }^{\circ}$ | T | ⿹ㅣ슝 |  | 7 |  |
| 듲 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | （10 |  | $\begin{aligned} & 0.0 \\ & 0 \\ & 0 \\ & 5 \\ & \hline \end{aligned}$ |  | $\begin{aligned} & \frac{9}{8} \\ & 0 \\ & 0 \\ & 5 \end{aligned}$ | $\begin{aligned} & \pm 0 \\ & 0_{0}^{2} \\ & 5 \end{aligned}$ |  |  | \％ |  |  |  | $\begin{aligned} & \stackrel{0}{0} \\ & 0 \\ & 5 \end{aligned}$ |  |
| 䓌 |  | ¢ |  | 8 |  |  |  |  |  |  |  | 이이잉 |  | $8$ |  | 글 | 䓂 | 핑 |  | E） | 빙 | $\square$ |  |  | $\pm$ |  | 边 | 긍 |  |


| Ref/ | Card | $\begin{array}{\|r\|} \hline \text { Calendar } \\ \text { Year } \\ \hline \end{array}$ | Transaction Date | Day of the Week | Transation Description | Category | Amount | Appears | Receipt Provided | Itemized | $\begin{gathered} \text { Written } \\ \text { Comments on } \\ \text { Receipt } \\ \hline \end{gathered}$ | Determination of Business or Personal | Determination Reason | Notes from 3JSSDBL-10 | Notes from 3JSSD8L-90 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 0070 | Visa 0863 | 2008 | 10/9/2008 | Thursday | Wilidue Communication | Internet | 79.95 | Reasonable | No | No | No | Buisiness | Internet Autopay | $\underline{6}$ |  |
| 0116 | Vis 0863 | 2012 | 1/18/2012 | Wednestay | Smiths Fuel-Heber City | Gias Station | 68.00 | Improper | No. | No. | No | Personal | No business purpose documentation\% | B |  |
| 0118 | Visa 0863 | 2012 | 3/10/2012 | Saturday | Walkers - Heber City | Gas Station | 7.00 | Improper | No | No | No | Personal | Too small to be a fuel purchase. Appears to be snacks and drinks. | B |  |
| 0118 | Visa 0863 | 2012 | 3/14/2012 | Wednesday | Cheyron -st.George | Gas Station | 87.58 | Improper | No | No | No | Personal | No business purpose documentation | B |  |
| 0118 | Visa 0863 | 2012 | 3/22/2012 | Thursday | Walkers - Heber City | Gas 5tation | 7.00 | Improper | No | No | No | Personal | Too small to be a fuel purchase. Appears to be snacks and drinks. | B |  |
| 1550-0024 | Cap One 5994 | 2008 | 10/14/2008 | ITuesday | Auto Spa of Heber Cily, IT | Misc | 40.00 | Questionable | No | No | No | Personal | Car Wash | F |  |
| 0120 | Visa 0863 | 2012 | 5/7/2012 | Monday | Maverick - Heber City | Gas Station | 65.92 | Improper | No | No | No | Personal | No business purpose documentation | B |  |
| 155C-1150 | Zion 5358 | 2012 | 5/7/2012 | Monday | Maverik Country Store Heber City UT | Gas station | 0.43 | Improper | No | No | No | Personal | No business purpose documentation | B |  |
| 155D-0009 | Chase 6315 | 2008 | 10/22/2008 | Wednesday | Finance Charges | Finance Charges | 1.00 | Improper | N/A | N/A | N/A | Business | Improper use of public funds | A |  |
| 0070 | Visa 0863 | 2008 | 10/15/2008 | Wednesday | Pinnacte Security | Security | 19.99 | Reasonable | No | No | No | Business | Autopay - No contriacts reviewed | G |  |
| 0070 | Visa 0863 | 2008 | 10/15/2008 | Wednestay | Pinnacie Security | Security | 19.99 | Reasonable | No | No | No | Business | Autopay - No contracts reviewed | G |  |
| 0070 | Visa 0863 | 2008 | 10/15/2008 | Wednestay | Pinnacle Security | Security | 19.99 | Reasonable | No | No | No | Business | Autopay - No contracts reviewed | 6 |  |
| 0121 | Vist 0863 | 2012 | 6/4/2012 | Monday | 5 miths Fuel - Heber City | Gas Station | 24.23 | Improper | No | No | No | Parsonal | No business purpose documentation | B |  |
| 1550-1162: | Zion 5358 | 2012 | 6/13/2012 | Wednesday | Walkers 4511 Heber City, UT | Gas Station | 9.00 | Improper: | No | No | No | Personal | No business purpose docuimentation | B |  |
| 1550-1162 | Zion 5358 | 2012 | 6/21/2012 | Thursday | 7-Eleven Park City, UT | Gas 5tation | 21.99 | Improper | No | No | No | Personal | No business purpose documentation | B |  |
| 155D-1162 | ZIon 5358 | 2012 | 6/25/2012 | Manday | Walkers \#511 Heber City, UT | Gas Station | 9.00 | lmpropar | No | No. | No: | Personal | No business purpose documentation | B. |  |
| 155D-1180 | Zion 5358 | 2012 | 8/27/2012 | Monday | 7-Eleven Park City, UT | Gas 5tation | 30.91 | improper | Yes | No | No | Personal | No business purpose documentation | B |  |
| 0123 | Visa 0863 | 2012 | 8/31/2012 | Friday | Smiths Fuel-Heber City | Gas Station | 100.44 | Improper | No | No | No | Personal | No business purpose documentation | B |  |
| 0070 | Visa 0863 | 2008 | 10/27/2008 | Monday | Finance Charges | Finance Charges | 25.09 | mproper | N/A | N/A | N/A | Business | Improper use of public funds | A |  |
| 0130-132 | Visa 0863 | 2012 | 12/11/2012 | Tuesday | Chevron-Beaver Ut | Gas Station | 68.60 | Improper | No | No | No | Personal | No business purpose docurnentation | B |  |
| 0 0130-132 | Visa 0863 | 2012 | 12/15/2012 | Saturday | 7-Eleven - Las Vegas | Gas Station | 80.28 | Improper | No | No | No | Personal | No business purpose documentation | B |  |
| SSSD-0193 | Zion 5358 | 2013 | 1/11/2013 | Friday | Silver Eagle CS | Gas Station | 12.08 | 1 Improper | No | No | No | Personal | Gas station/ country store: | B |  |
| 0140-144 | Visa 0863 | 2013 | 3/21/2013 | Thursday | Texaco - Hurricane | Gas Station | 79.35 | Improper | No | No | No | Personal | Why not fuelman? | B |  |
| 0145-148 | Visa 0863 | 2013 | 4/19/2013 | Friday | Resort Retallers - Heber Clity (7/11) | Gas Station | 101.26 | Improper | No | No | No | Persoinal | Why not fuelman? | B |  |
| js50-0025 | Cap One 5994 | 2008 | 10/25/2008 | Saturday | Thrifty Car Rental Santa Ana, CA | Travel | 366.44 | Questionable | No | No | No | Business | Travel | F |  |
| $0145-148$ | Visa 0863 | 2013 | 4/22/2013 | Monday | Resort Retailers-Heber City (7/11) | Gas Station | 83.41 | 1 mproper | No | No | No | Personal | Why not fuelman? | B |  |
| 155D-0025 | Cap One 5994 | 2008 | 10/27/2008 | Monday | UVU LIfelong Learning | Misc | 55.00 | Questionable | No | No | No | Personal | Continuing Education | F |  |
| 155D-0241 | Zion 5358 | 2013 | 5/9/12013 | Thursday | Chevron-St, George | Gas Station | 90.74 | limproper | Yes | Yes | No | Business | Travel ${ }^{\text {a }}$, | B |  |
| S5SD-0243 | Zions 5457 | 2013 | 5/11/2013 | Saturday | Loves Country Cedar City UT | Gas Station | 76.01 | Improper | No | No | No | Business | No business purpose documentation | B |  |
| 0154.160 | Visa 0863 | 2013 | 6/4/2013 | Tuesday | Resort Retallers-Heber City 7/11) | Gas 5 tation | 100.00 | Improper | Yes | Yes | No. | Personal | Why not fuelman? | B |  |
| 155D-0313 | Zion 5358 | 2013 | 12/5/2013 | Thursday | Smiths Fuel - Heber City | Gas Station | 61.52 | Improper | No | No | No | Personal | No business purpose documentation | B |  |
| 0105 | Visa 0863 | 2011 | 2/9/2011 | Wednesday | Smiths Fuel-Heber Cily | Gas Station | 88.94 | Questionable | No | No | No | Personal | No. Business purpose documentation | B |  |
| SSSD-0053 | Cap One 2520 | 2012 | 7/30/2011 | Saturday | Smith's Fuei \#9063 Heber, UT | Gas Station | 35.34 | Questionable | No | No | No | Personal | On Saturday | B |  |
| 0071 | Visa 0863 | 2008 | 11/7/2008 | Friday | Caesars Hotel \& Casino-Las Vegas | Travel | 140.61 | Questionable | No | No | No | Businges | Appears to be business travel bit no explanation | ${ }_{F}$ |  |
| 0071 | Visa 0863 | 2008 | 11/7/2008 | Friday | Caesars Hotel \& Casino - Las Vegas | Travel | 140.61 | Questionable | No | No | No | Business | Appears to be business travel but no explanation | F |  |
| 0071 | Visa 0863 | 2008 | 11/7/2008 | friday | Caesars Hotel \& Casino - Las Vegas | Travel | 140.61 | Quastionable | No | No | No | Business | Appears to be business travel but no explanation | F |  |
| 0071 | Visa 0863 | 2008 | 11/7/2008 | Friday | Caesars Hotel \& Casino Las Vegas | Travel | 140.61 | Questionable | No | No | No | Business | Appears to be business travel but no explanation | F |  |
| 0071 | Visa 0863 | 2008 | 11/7/2008 | Friday | Caesars Hotel $/$ Casino- Las Vegas | Travel | 140.61 | Questionable | No | No. | No | Business | Appears to be business travel but no explanation | F |  |
| 15SD-0010 | Chase 6315 | 2008 | 11/9/2008 | Sunday | TWX AOL Service | Internet | 25.90 | Reasonable | No | No | No | Business | Internet Autopay | 6 |  |
| 0062 | Visa 0863 | 2008 | 1/4/2008 | Friday | Smirhs Food Heber City | Grocery | 25.55 | Questionable | No | No | No | Personal | No business purpose documentation | c |  |
| JSSD-0213 | Zions 5457 | 2013 | 3/12/2013 | Tuesday | Best Buy Park City, UT | Asset | 132,88 | Reasonable | Yes | Yes | No | Business | Invisible shield, iPhone case, Lightning to USB cable chargers | G |  |
| 0062 | Visa 0863 | 2008 | 1/8/2008 | Tuestay | Smiths Food-Heber City | Grocery | 45.27 | lauestionable | No | No | No | Personal | No büshess purroose documentation | C. |  |



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|  | 2 | $8 \%$ | $\therefore 2 \%$ | 융앙 | 을을 | 앙 | 2 | $2 \%$ |  | $8 \%$ | \％ |  | 2 | 2 | \％ 2 | 2 | $\bigcirc$ | 윤 | 알 | $\stackrel{\circ}{2}$ | 용 | 8 | $\because$ | 28 | $\stackrel{8}{ }$ | 2 | \％ | \％ |  | 2 |  |  | $2 \%$ |
| $\begin{aligned} & \text { 品 } \\ & \underline{\underline{H}} \\ & \hline \underline{y} \end{aligned}$ |  |  | 웅ㅇㅇㄹ | 운ㅇํ | 울을 |  |  | 웅울 |  | 2 C | $2 \%$ |  | 2 | 율웅 | 안 | 20 | $\overbrace{}^{5}$ |  |  | $\circ$ | 28 | 웅 | 2 | 2 | $\stackrel{\circ}{ }$ | g | 2 | 2 | 2 | 2 |  |  | 22 |
|  | 2 | ㄹㅇ앙 |  |  | $2 \%$ | 2 O | $2 \%$ | 의앙 | $22^{2}$ | $2 \%$ | 22 | $2^{2} 9$ | 2 | 22 | 2 | 2 | 28 | 22 | $2 \%$ | 2 | 22 | 2 | 2 | 2 | 2 | 2 | 2 | $\stackrel{2}{2}$ | 2 | 2 |  |  | 2 |
| $\begin{aligned} & \frac{\text { n }}{\tilde{W}} \\ & \frac{2}{4} \\ & \hline \end{aligned}$ |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | ${ }^{\circ}$ |  |  |  |  | $\left\lvert\, \begin{aligned} & \text { 훈훈 } \end{aligned}\right.$ |  |  |  |  |  |  |  |  |
| $\begin{aligned} & \text { 若 } \\ & \text { 首 } \end{aligned}$ | $\dot{C}$ | （tict |  |  | － | $\stackrel{8}{\square} \stackrel{\infty}{\square}$ | \％${ }_{0}^{\circ} \mathrm{C}$ | $\mathrm{C}_{0}^{8}$ | $\stackrel{8}{0}$ | ${ }_{6}^{9} 8$ | $0$ | $89$ | （1000 | ¢ | $\mathrm{N}_{3}$ |  | ？ | ${ }^{2}$ | 9 | ${ }_{9}^{9}$ | $\stackrel{9}{9} \stackrel{\text { a }}{0}$ | \％ | $\stackrel{4}{4}$ | 2 | $\overbrace{0}$ |  | $\stackrel{\mathrm{O}}{0}$ | ¢ |  | 気 |  |  | ¢ |
| $\begin{aligned} & \text { 랑 } \\ & \text { ig } \\ & \text { dis } \end{aligned}$ |  | 券 | 宣 | 4 | 2 |  | \％ | 2 2 | 号遃 |  | $08080$ | $8$ | $8_{8}^{8}$ | 즈우웅웅 |  |  |  |  | 리룰 | $0$ |  |  | 戈 |  |  |  |  |  |  |  |  |  |  |
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| 皆惑 |  | 包遃 | Ono ${ }^{0}$ | $0^{2}$ | 包 | O00 ${ }^{\circ}$ | 우유융 | 员勋吕 | 유유유융 |  |  | ${ }_{0}^{0}$ | $1{ }^{\circ}$ | O／0 | 웅유웅 | ${ }^{\text {O}}$ | ${ }^{\circ} \mathrm{O} 0^{\circ} \mathrm{O}$ | \％ | 员這 | \％ | 0 | O | \％ | $0^{\circ}$ | 家 | Oio |  | O |  | \％ |  | － | $0^{2}$ |
| $\stackrel{7}{5}$ |  |  |  |  |  |  |  | 婴 |  |  |  |  |  |  |  |  |  | $\begin{gathered} 0 \\ 0 \end{gathered}$ |  | $5$ |  |  | $\left.\frac{Q_{0}^{9}}{8} \right\rvert\,$ |  | \％ | 品 |  | 免 |  | \％ |  |  |  |
| 蘐 |  |  |  | 잉ㅁㅁㅁㅇ | Nㅣ을 |  | $8$ | $888$ | $8$ | － | S | ： |  |  |  |  |  | 3 ${ }^{2}$ |  |  |  |  |  |  | 8 |  |  |  |  |  |  |  |  |



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|  | $\stackrel{1}{2} \stackrel{ }{2}$ | $\therefore 2 \%$ | $\because 2$ | $\bigcirc \therefore 20$ |  |  | $\overbrace{2} \square^{\circ}$ |  | $2 \frac{5}{2} 8$ |  | $\therefore 2$ | $\geq \frac{5}{2}$ | $\leq 2$ | $2 \%$ | $8_{2} 8^{\circ}$ |  | $\bigcirc$ | $5 \%$ | 2 | 울울 |  | 28 | 8 |  | 2 | 28 | $2 \%$ | $\stackrel{1}{2}$ | $2 \%$ | \％${ }^{2}$ |  |
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| 蒿輓 | $\stackrel{3}{8} \div$ | $22^{2} \div$ |  |  | $2 \%$ | 2 O 2 |  | $2<2$ | $\leq \leq$ | $2 \leq 8$ | $2{ }^{2}$ | $2 \leq$ | \％ | 2 | 8 c | 2 | $2 \frac{8}{2}$ | $\frac{1}{2} 2$ | 2 | 22 | 2 | 28 | 2 | 2 | 2 | $2 \%$ | 12 | 2 | 22 | 2 |  |
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| $\begin{aligned} & \text { 若 } \\ & \text { 年 } \end{aligned}$ |  | 9 |  |  |  | （1）${ }^{\circ}$ |  | ¢ ${ }^{\text {a }}$ त ${ }^{\text {a }}$ | $\hat{N}^{\text {a }}$ | \％ | $\mathrm{c}_{0} \mathrm{C}$ | $\overbrace{\sim}^{\circ} \mathrm{C}$ | $\stackrel{\square}{0}$ | $\cdots$ | 8 | 成枵 | 웅 | 8 | ［近 | $\stackrel{\sim}{0}$ | 5 | ${ }^{9}{ }^{\circ}{ }^{\circ}$ | 9 | 号号 | O |  | $0_{3}$ | $0_{0}$ | 持 | － |  |
| $\begin{aligned} & \text { 髞 } \\ & \text { en } \end{aligned}$ | 둥 |  |  |  | Be |  | Bie |  |  |  |  |  |  |  |  |  |  |  |  |  | big | 붒웅 |  |  |  |  |  |  |  |  |  |
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| 砢 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Be |  |  |  |  | $15$ |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | $\begin{aligned} & 6 \\ & 0 \\ & 0 \end{aligned}$ |  |  |  |  |  |  | 20 |  |  |  |  |  |  |  |  |  |
|  | $\square$ |  | 물 |  |  |  |  |  | 论榙敬 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | $\mathbf{S}_{6}^{9}$ |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  | 20 | $\frac{1}{2}<2$ | $2 \%$ | $\bigcirc{ }^{2} 2$ | ， 2 | $8: \frac{5}{2}$ | $\square$ |  |  | 82 | $\because 2$ | 2 |  | $\therefore 2$ | 2 | 2 | 2 | $\bigcirc$ | $\bigcirc$ | \％ | $\bigcirc$ | 2 | $\bigcirc$ | ¢ | 2 | $\bigcirc$ |  | ？ |  |
|  |  | $2 \% 2$ | 윤울 |  | 20 |  | $2 \%$ | $2 \%$ |  | $\overbrace{}^{\circ}-\frac{8}{8}$ |  | $2 \%$ | 울 |  | $2 \%$ | $2{ }^{2}$ | 2 | 20 | 울 | $2{ }^{2}$ | 2 | 2 | $\bigcirc$ | 2 | 2 | 2 | 2 | 안 |  | 2 | 2 |  |  |
|  |  | 292 | $\because 2$ | $2 \%$ | $2 \%$ | $\frac{1}{2} 2$ | $2 \%$ | 22 |  | $2{ }^{2} 8$ | $\frac{4}{2} 2$ |  | $2 \%$ | 2 | $2 \%$ | $0 \leq$ | 2 | 22 | 2 | 28 | ${ }^{8}$ | 2 | 2 | $\stackrel{1}{2}$ | 2 |  | 2 | $\therefore$ | 2 | 8 | $2 \%$ | － |  |
| $\begin{aligned} & \frac{2}{5} \\ & \text { 吡 } \\ & \hline \end{aligned}$ |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | $\begin{gathered} \frac{0}{a} \\ \frac{a}{i} \\ \hline 0 \end{gathered}$ |  |  |  |  |  |  |  |  |  |  |
| 若 <br> 晨 |  |  | $\overbrace{}^{6}$ | \％${ }^{\circ}$ |  |  | $\sim_{2}^{8}$ |  | $\cdots{ }^{\circ}$ | ${ }^{9}$ | $\stackrel{8}{\circ}$ | $\bigcirc$ | －${ }^{\circ} \mathrm{C}$ |  | \％ | 8 | （1） | $0^{\text {a }}$ | （0） | ${ }^{\circ}$ | ${ }^{\circ}$ | $\stackrel{\square}{2}$ | $9{ }_{9}{ }^{5}$ | － | \％ | 악 |  | d |  |  |  |  |  |
| $\begin{aligned} & \text { 呑 } \\ & \text { 嵒 } \end{aligned}$ |  |  | $0$ |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 部 |  | $17$ | $\begin{aligned} & 7 \\ & 0 \\ & 0 \\ & 0 \end{aligned}$ | $8$ | \| |  |  |  | Re e |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  | $\begin{aligned} & \text { Bin } \\ & \text { in } \\ & \text { in } \\ & \hline \end{aligned}$ |  |  |  |  |  |  | ${ }_{3}$ | ： | Bita |  |  |  |  |  |  |  | 물 |  |  |  |  |  | 2 |  |  |
|  |  |  |  |  |  |  |  |  | $5$ |  |  |  |  |  |  |  |  |  | 京鄙 |  | 909 | 涻 | 우읭ㅇ | 家家 |  |  |  |  | 잉잉 |  | － | ${ }_{0}{ }^{\text {a }}$ | N ${ }_{\text {N }}^{0}$ |
|  |  | Oib | 웅융 | 융ㅁㅁㅁㅁㅁㅇㅅ | 枵刮完 |  | $0^{6}$ | 包迢 | \％${ }^{\circ}$ | 90 ${ }^{\circ}$ | 으융 | $0_{0}^{0}$ | ${ }^{\circ}$ | $0^{\circ}$ | ${ }^{\circ}$ | ${ }^{\circ}$ | ${ }^{\text {O }}$ | \％ $0_{0}$ |  | ${ }^{\circ} \mathrm{O}$ |  |  | － | $\mathrm{S}^{2}$ |  |  | － | \％ | － |  |  |  |  |
| $\stackrel{\text { 픠 }}{ }$ |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | $5$ |  |  |  |  |  | $\underbrace{9}_{i}$ | $\left\|\begin{array}{c} 6 \\ 0 \\ 0 \\ 5 \\ 5 \end{array}\right\|$ |  | 品 |  |  |
| 薫 |  |  | \％ | 888 |  |  |  | 施 | 응 |  | 㦴 | $0$ |  | $8 \begin{gathered} 9 \\ 8 \\ 8 \\ 8 \\ 8 \\ 3 \end{gathered}$ |  | $8$ | 侖号 |  | 5 | 8 | 융 |  |  |  |  |  |  |  |  |  | \％ |  | 围 |


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| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | 0 | $\bigcirc$ | $\bigcirc$ |  |  |  | \＆ | d |  | 2 LO | 40 | 00 |  |  | 0 |  |  |  |  | 0 | $\bigcirc$ |  | $\bigcirc$ | 0 | 0 |  | － |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 易 |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | $\qquad$ |  |  | $\square$ |  |  |  |  |  |  |  |  |  |  |  |
|  | 2 | $22 \%$ | $\because 2$ |  | $\bigcirc 8$ | 2 | $\stackrel{1}{2}$ |  | ${ }_{2}^{2} 2^{2}$ | $\frac{1}{2} 2$ | $2 \%$ | $2 \%$ |  | $2 \%$ | $2 ¢$ | $\stackrel{8}{2}$ | $\stackrel{3}{2}$ | $2<$ | 2 | ： 2 | $22_{2}{ }^{2}$ | ${ }^{\circ}$ | 웅울 | 8 | 2 | 울 | $\bigcirc$ |  | ¢ | 8 | 2 | $2 \%$ |  | 28 |
| $\stackrel{\text { 上 }}{ \pm}$ | $2 \%$ | $2 \%$ |  | $22^{2}$ |  | $2{ }^{2}$ | 2 |  | $2{ }^{2}$ | $3 \div$ | $2 \%$ | 융 | $22^{2}$ | $\bigcirc{ }^{2}$ | $2 \%$ | $\stackrel{\circ}{\circ}$ | 2 | 28 | 2 | 2 | $2 \%$ | 2 | ：2 | 2 | 2 | $2{ }^{\circ} \mathrm{c}$ | 2 |  | 2 | 2 | 2 | 2 |  | 2 |
|  | 융 | 20 | 20 |  | $\therefore 2$ | 28 | 2 | $\bigcirc 2$ | $2 \frac{1}{2}$ | 182 | $2 \%$ | $2 \%$ | $\therefore 2$ | $2 \%$ | $2 \%$ | $\%$ | 2 | $2 \%$ | $2 \%$ | 8 | 28 | 2） |  | 울 | ${ }^{2}$ | $\therefore$ | 2 |  | \％ | 2 | 2 | $\stackrel{\circ}{ }$ | $2 \%$ | 2 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | $\begin{aligned} & \frac{0}{9} \\ & \frac{0}{5} \\ & \frac{4}{4} \\ & \hline \end{aligned}$ |  |  |  |  |  |  | $\begin{array}{ll} 0 \\ 0 \\ 0 \end{array}$ |  |  |
| $\frac{\hat{B}}{\mathrm{E}}$ |  | $\bigcirc$ | 9 |  |  | $\stackrel{\text { an }}{\square}$ | ${ }^{2}$ | ${ }_{2}^{2}{ }_{2}^{2}$ | nid | \％ |  | ${ }^{\circ}$ | $\infty$ | 5 |  | ${ }_{0}^{\circ}$ | \％ | －${ }^{\text {a }}$－ | 9 |  |  | ${ }^{\circ}$ | $\stackrel{\square}{9}$ | $\underset{\sim}{9}$ | $\stackrel{9}{9}$ | $\stackrel{(0)}{\square}$ | 㬽 |  | 劲 | $\stackrel{\circ}{\circ}$ | \％${ }_{0}$ |  | $\bigcirc$ |  |
| $\begin{aligned} & \text { 己 } \\ & \text { 品 } \\ & \stackrel{U}{U} \end{aligned}$ |  |  |  |  |  |  |  |  |  |  |  |  | $\begin{array}{l\|l\|} \hline \end{array}$ |  |  |  | 분 |  |  | $\square$ | 갔웅흘 |  |  |  | $\begin{array}{\|l\|} \substack{4 \\ 0 \\ 0 \\ \hline} \\ \hline \end{array}$ |  |  |  |  |  | $\mid$ |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| $\begin{aligned} & \frac{0}{5} \\ & \frac{5}{6} \\ & \stackrel{y}{\#} \\ & \stackrel{\rightharpoonup}{0} \\ & \hline 0 \end{aligned}$ |  |  |  |  | $\square$ |  |  |  |  |  |  |  | － |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 产砢 | 20 ${ }^{2}$ |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | － |  |  |  |  | \％${ }^{\text {a }}$ |  |  |  |  | （1） |  |  |  |  |  |  |  |
|  |  | 高䢒园 | 웅융ㅇㅇ융 |  |  | 잉융 | 刮융 |  |  | S ${ }^{\text {O}}$ | ${ }^{\text {did }}$ | 909 | 웅뮹 |  | 句迢 | 客合 |  | 高管 | $\square^{\circ}$ | O | O | ${ }^{\text {B }}$ |  | 客 ${ }_{0}$ | ${ }^{\circ} \mathrm{O}$ |  | － |  | \％ |  |  | 包 |  |  |
| 동 |  |  |  |  |  | $\left\{\begin{array}{l} 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ \\ \hline \end{array}\right.$ | mon |  |  |  |  |  |  |  |  |  | $5$ |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 荛 | 商号 |  | $\begin{array}{\|c\|} 8 \\ \text { ga } \\ 80 \\ 8 \\ 8 \end{array}$ |  | \％ |  |  |  |  |  |  |  | 路閣 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |




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|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | No bustiness purpose documentation |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  | $\left.\begin{array}{c\|c\|c\|c\|c\|c} 4 \\ 0 \\ 0 \\ 0 \end{array}\right)$ |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 㜢 |
|  | 2 | 2 | \％ | \％ 2 | 88 | $\square^{\circ} 2$ | $\stackrel{8}{2}$ | 2 | ＜1－ | $2 \%$ | 12 |  | $8 \geqslant$ | 8 | $2 \%$ |  | 2 | 2 | 2 | 2 | 2 | ㅇํㄴ안 | 2 |  | 2 |  | 2 | 22 | $\bigcirc$ | 8 | 82 | 20 | 2 |  |
| 든 | $\because 2$ |  | $2 ㅇ ㅕ$ |  | 8 |  | $2 \%$ | $4_{4} 9$ | $22^{\circ} \frac{1}{2}$ | $2{ }^{2}$ | $2 \%$ |  | c： 2 | $\therefore 2$ | 율앙 |  | $2 \%$ | 2 |  | ${ }^{2}$ | $2{ }^{2}$ | 28 |  |  | 2 |  | 2 | 2 | 2 | 2 |  | 2 안 |  |  |
|  | $2{ }^{2}$ | 2 앙 | 22 | $\because 2$ | 20 | $\bigcirc 2$ | 2 | 48 | 2 | 28 | 22 | $2 \%$ | 응 | \％ |  | 2 | 율 | 2 | 22 | $2 \%$ | $2 \%$ | $2 \%$ | $\bigcirc$ |  | 2 c | $2 \%$ | 안 | 2 | 8 | 2 | $2{ }^{2}$ 울 | $\stackrel{2}{2}$ | $\bigcirc$ |  |
| $\begin{array}{r} \text { ü口 } \\ \frac{0}{2} \\ \hline \mathbf{a} \\ \hline \end{array}$ |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | $\mathfrak{c}$ |  |  |  |  |  |  |
| $\stackrel{\bar{\rightharpoonup}}{\frac{\square}{4}}$ | $\stackrel{8}{6}$ | \％${ }_{0}{ }^{\circ}$ | 95 | \％${ }^{\infty}$ | 8 |  |  |  |  | $\stackrel{9}{9}{ }^{\circ} \mathrm{O}$ | $\stackrel{3}{ } \stackrel{\sim}{2}$ | $\square_{0}$ | \％ | － | ¢ | \％ |  | \％ | 年号号 | $\stackrel{9}{\circ} \mathrm{O}$ | ${ }_{4}^{4}$ | ${ }^{\sim}$ | in | － | $\stackrel{\square}{\square}$ | － | $\overbrace{0}$ | （20 |  | \％ | 岛 | － | 앙랑 |  |
| 荡 |  |  | 㻤说 | $\begin{array}{r} 7 \\ 30 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ \hline \end{array}$ |  |  |  |  |  | 흘 | $\begin{aligned} & 3: \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \end{aligned}$ |  | $\begin{array}{ll}7 \\ 8 & 7 \\ 8 \\ 0 & 0 \\ 0 & 0 \\ 0\end{array}$ |  |  |  | $\begin{array}{l\|l} 7 & 7 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \end{array}$ |  |  |  |  | $\begin{array}{r} 3 \\ 4 \\ 0 \\ 0 \\ 0 \\ \hline \end{array}$ |  | $10$ |  |  |  |  |  |  |  |  | 䢒䢒 |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|  |  |  | $\square$ |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 人 ${ }^{\text {人 }}$ |  |  |  |  |  | 융흉 | － | 放言 |  |  |  |  |  |
| 震岩 |  | 유웅 | 뮹흉 | 二ind | $\hat{N}^{\circ} \mathrm{O}$ | 융융 |  |  | 朗只 |  | 뮤뮴 | 剔可 | 케멩 | $\mathrm{B}_{\square}^{\circ} \mathrm{C}$ | ${ }^{2}$ |  | 뭉 |  | 음웅 | 융응 |  |  |  | वf | ${ }^{7}{ }^{5}$ |  |  |  |  |  |  | तี̈n | 히융 | 0 |
| 䂞 |  | 0 5 0 |  |  |  |  | $\begin{array}{c\|c} \text { mo } \\ 0 \\ 0 \\ 5 \\ 5 \\ 5 \\ 5 \\ 5 \\ 5 \end{array}$ |  |  |  |  |  | 8  <br> 0 0 <br> 0 0 <br> 0 0 <br> 0 0 <br> 5 5 <br> 5  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | \％ |  |  |  | （1） |
| 華 | $\begin{array}{r} 8 \\ 8 \\ 8 \\ 8 \\ 8 \\ 8 \end{array}$ |  | 20 |  |  |  | 筦管 |  | － |  | 绪 ${ }^{\text {a }}$ |  | $\mathrm{g}^{\text {g }}$ |  | Hit |  | 或彥 | ${ }_{8}^{\text {Of }}$ |  | 问商宫 |  |  | （1） | － | $\begin{gathered} 7 \\ { }_{7}^{717} \\ \hline \end{gathered}$ |  |  | O |  |  |  |  |  |  |




| Ref\# | Card | $\begin{array}{\|r\|r\|} \hline \text { calendar } \\ \text { Year } \end{array}$ | Transaction Date | Day of the Week | Transaction Description | Category | Amount | Appears | Receipt Provided | Itemized | $\begin{gathered} \text { Written } \\ \text { Comments on } \\ \text { Receipt } \end{gathered}$ | Determination of Business or Personal | Determination Reason | Notes from 3JSSD8L-10 | Notes from 35SSD8L-40 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 0106 | Visa 0863 | 2011 | 3/1/2011 | Tuesday | HNS ${ }^{*}$ Hushes Net.com | Internet | 201.86 | Reasonable | No | No | No | Business | Internet Autopay | 6 |  |
| SSSD-0273 | Zion 5358 | 2013 | 8/19/2013 | Monday | Walmart-Heber City | Grocery | 60.44 | Questionable | Yes | Yes | Yas | Personal | Phone case | c |  |
| JSSD-0282 | Zion 5358 | 2013 | 10/3/2013 | Thursday | Smiths Food-Heber City | Grocery | 23.42 | Questionable | Yes | Yes | Yes | Personal | Treats, sandwiches for field trile to strawberry Ranch with engineer and owner | c |  |
| SSSD-0299 | Zion 5358 | 2013 | 10/22/2013 | Tuesday | Smiths Food-Heber City | Grocry | 13.29 | Questionable | Yes | Ves | Yes | Personal | Toilet paper and supplies for office (treats) | c |  |
| 0170,172 | Visa 0863 | 2013 | 11/11/2033 | Monday | Smiths Food-Heber City | Grocery | 7.17 | Questionable | No | No | No | Peisional | No business purpose documentation | c |  |
| 0171,173-175 | Visa 0863 | 2013 | 12/3/2013 | Tuesday | Smiths Food - Heber City | Grocery | 40.27 | Reasonable | Yes | Yes | Yes | Business | Rock salt to weigh down vehicle | c |  |
| 0062 | Visfo 0863 | 2008 | 1/4/2008 | Friday | The Hub Café- Heber City | Restaurant | 21.19 | Questionable | No | Now | No | Personal | No explanation | D. |  |
| 0062 | Visa 0863 | 2008. | 1/8/2008 | Tuesday | Taco Time-Heber City | Restaurant | 8.87 | Questionable | No | No | No | Personal | Chg appears to be for only 1 person (not related to a meeting) | D |  |
| 0062 | Visa 0863 | 2008 | 1/2/9/2008 | Wednesdiay | Loco Lizard Cantina - Park City | Restaurant | - 63.3500 | Questionable | No | No | No | Personal | Noexplanation | D |  |
| 0106 | Visa 0863 | 2011 | 3/30/2011 | Wednesday | Interest fee | Finance Charges | 32.99 | Improper | N/A | N/A | N/A | Business | Improper use of public funds. | A |  |
| 0106 | Vist 0863 | 2011 | 3/14/2011 | Monday | Players Sports Grll- St. George | Restaurant | 83.98 | Questionable | No | No | No | Parsonal | Per ciem paid | H | F |
| 15SD-0048 | Cap One 3923 | 2011 | 3/14/2011 | Monday | Texas Roadhouse - St. George | Restaurant | 65.11 | Questionable | No | No | No | Business | Per diem paid | H | $\checkmark$ |
| 0106 | Visa 0863 | 2011 | 3/15/2012 | Tuesday | Players Sports Grill-St, Georre | Restaurant | 50.69 | Questionable | No | No | No | Personal | Per diem paid | H | F |
| 0062 | Visa 0863 | 2008 | 1/11/2008 | Friday | Tarahumara Mexican-Midway | Restaurant | 23.54 | Questionable | No | No | No | Personal | No explanation | D |  |
| 0106 | Viss 0863 | 2011 | 3/16/2011 | Wednesday | ADT Security Services | Security | 23.78 | Reasonable | $\mathrm{No}^{\circ}$ | No | No | Business | Autopay - No contracts reviewed | 6 |  |
| 0106 | Visa 0863 | 2011 | 3/16/2011 | Wednesday | ADT Security Services | Security | 23.78 | Reasonable | No | No | No | Business | Autopay - No contracts reviewed | G |  |
| 0106 | Visp 0863 | 2012 | 3/16/2011 | Wednesday | ADT Security Services | Security | 23.78 | Reasonable | No | No | No. | Business: | Autopay - No contracts reviewed | 6 |  |
| 0006 | Visa 0863 | 2011 | 3/16/2011 | Wednesday | Hilton Garden Inn - St George | Travel | 602.33 | Questionable | No | No | No | Business | Appears to be business travel but no explanation | F |  |
| 0106 | Visa 0863 | 2011 | 3/16/2011 | Wednesday | Hilton Garden Inn. St George | Travel: | 565.32 | Questionable | No | No | No | Business | Appears to be business travel but no explanation | F |  |
| 0062 | Visa 0863 | 2008 | 1/22/2008 | Tuesday | The Hub Café- Heber City | Restaurant | 42.50 | Questionable | No | No | No | Personal | No explanation | D |  |
| 0106 | $V_{158} 8863$ | 2011 | 3/16/2011 | Wednestay | Hiltan Garden Inn-st George | Travel | 374.71 | Questionable | No | No | No | Business | Appears to be business travel but no explanation | F |  |
| 0063 | Visa 0863 | 2008 | 1/31/2008 | Thursday | Taco Time - Heber City | Restaurant | 13.40 | Questionable | No | No | No | Personal | Noexplanation | D |  |
| 0063 | Visa 0863 | 2008 | 2/5/2008 | Tuesday | The Hub'Café- - ${ }^{\text {ceber City }}$ | Restaurant | 18.40 | Questionable | No | No | No | Personal | No explanation | D | - |
| 0063 | Visa 0863 | 2008 | 2/6/2008 | Wednesday | Arbys - Heber City | Restaurant | 14.09 | Questionable | No | No | No | Personal | No explanation | D |  |
| 0063 | Visp 0853 | 2008 | 2/13/2008 | Wednesdiy | The Hub Café - Heber City | Restaurant | 20.12 | Questionable | No | No | No | Personal | No explanation | D |  |
| 0063 | Visto863 | 2008. | 2/22/2008 | Friday | The Hub Café- - Heber City | Restaurant | 20.14 | Questionable | No | No | No | Personal | No explanation | D |  |
| 0054 | Visio 0853 | 2008. | 3/4/2008 | Tuesday | The Hubl Café- - Heber City | Restaurant | 29.03 | Quastionable | No | No | No | Personal | No explanation | D |  |
| JSSD-0048 | Cap One 5994 | 2011 | 3/28/2011 | Monday | Encirca Domain Name/ Email | Misc | 19.98 | Questionable | No | No | No | Business | Business Domain Name/Email | F |  |
| 555D-0048 | Cap One 5994 | 2011 | 3/29/2011 | Tuestay | Five Penny A Floral Company Heber | Misc: | 85,00 | Reasonable | No | No | No | Personal | Flowers | ${ }_{6}$ |  |
| 0106 | Visa 0863 | 2011 | 3/29/2011 | Tuesday | HNS**Hughes Net.com | Internet | 201.86 | Reasomable | No | No | No | Business | Internet Autopay | 6 |  |
| 0064 | Visa 0863 | 2008 | 3/18/2008 | Tuesday | Arbys:Heber City | Restaurant | 18.29 | questionable | No | No | No | Personal | No explanation | 0 |  |
| 1 | Cap One 5994 | 2008 | 3/26/2008 | Wednesday | Taca Time - Heber City | Restaurant | 4.48 | auestionable | No | No | No | Personal | Food for one person | D |  |
| 005 | Visa 0863 | 2008 | 3/27/2008 | Thursday | Taco Time - Heber clity | Restaurant | 19.21 | Questionable | No | No | No | Personal | No explanation | D |  |
| 0065 | Visa 0863 | 2008 | 4/15/2008 | Tuesday | Home of the Train-Heber City | Restaurant | 16.86 | Questionable | No | No | No | Personal | No explanation | D |  |
| 0065 | Visa 0863 | 2008 | 4/23/2008 | Wednesday | The Hub Caffe-Heber City | Restaurant | 33.25 | Questionable | No | No | No | Personal | No explanation | D |  |
| 15SD-0048 | Cap One 5994 | 2011 | 4/5/2031 | Tuesday | DTID Day-Timers Inc | Asset | 36.92 | Questionable | No | No | No | Business | Calendar/Plamners | F |  |
| 15SD-0048 | Cap One 3923 | 2011 | 4/5/20011 | Tuesday | staples-Park City | Asset | 225.33 | Questionable | No | No | No | Business | Office Supplles | F |  |
| SSSD-0048 | Cap One 3923 | 2011 | 4/5/2011 | Tuesday | Staples Riverton, WJ | Asset | 54.47 | Questionable | No | No | No | Business | Office Supplies | F |  |
| 0065 | Visa 0863 | 2008 | 4/24/2008 | Thursday | The Hub Café'Heber City | Restaurant | 21.98 | questionable | No | No | No | Personal | No explanation | - |  |
| 0066 | Visa 8863 | 2008 | 5/2/2008 | Friday | Taco Time - Heber City | Restaurant | 21.38 | Questionable | No | No | No | Personal | No explanation | D |  |
| JSSD-0048 | Cap One 5994 | 2011 | 4/8/2011 | Friday | Flower Patch | Mist' | 88.64 | Reasonable | No | No | No | Parsonal | Flowers | G |  |
| JSSD-0098 | Cap One 3923 | 2011 | 4/14/2011 | Thursday | CH Spencer \& Co Sall Lake, UT | Asset | 98.90 | Questionable | No | No | No | Businoss | Pump/Pipe Equipmnet | F |  |
| 15SD-0193 | Zion 5358 | 2013 | 1/8/2013 | Tuesday | Home Depot - Park City | Asset | 427.95 | Reasonable | Yes | Yes | No | Business: | Power Washer, Yardstick | 6 |  |
| 0107 | Visa 0863 | 2011 | 4/16/2011 | Saturday | ADT Security Services | Security | 23.78 | Reasonable | No | No | No | Business | Autopay - No contracts reviewed | 6 |  |
| 0107 | Visa 0863 | 2011 | 4/15/2011 | Saturday | ADTT Security Services | Security | 23.78 | Reasonable | No | No | No | Business | Autopay No Sontracts reviewed | 6 . |  |


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|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | $2$ | $\frac{\stackrel{\rightharpoonup}{5}}{\frac{9}{4}}$ | $\stackrel{\sum_{3}^{u}}{5}$ |
|  |  |  |  |  |  |  |  |  | $\square$ |  | $\begin{gathered} \pi \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \end{gathered}$ |  |  |  |  |  | $\begin{aligned} & \frac{\pi}{2} \\ & 0 \\ & 0 \\ & 0 \end{aligned}$ |  | 咅 |  |  |  |  | $\stackrel{3}{\mathbf{4}} \mathbf{5}$ |  |  |  |  |  |
|  |  |  |  |  | $\frac{2}{2} \frac{1}{2}$ | 율 | 2 | $22^{2} 2^{2}$ | 2 | 융 | $\stackrel{\circ}{2}$ | 울울 | c둘 | 2 | 22 | 22 | 2 | 2 | $2 \%$ | 2 | $\frac{\Sigma}{z}$ | 2 | 2 | 2 |  | 2 | 2 | 2 | 2 |
| $$ | 22 | 222 |  | 2 2ㅇํ안 | $2{ }^{2} 8$ | \％ | 앙 |  | $2{ }^{2}$ | $2 \%$ | 22 | 22 | 20 |  | 22 | 28 | 2 | 2 | 8 | 2 | 2 | 2 | $\stackrel{4}{*}$ | 2 | 2 | 2 | 2 | $\stackrel{4}{*}$ |  |
|  |  |  |  | $2 \geqslant 2$ | $2 \frac{1}{2} 0$ |  | $2 \%$ |  | $2 \%$ | 읭 | 20 | 22 |  | 9 | $2 \%$ | $2 \%$ | 2 | $2{ }^{2}$ | 4 | 2 | $\bigcirc$ | 929 | 8 | 2 | $2^{\circ}$ | 8 | 2 | ， |  |
| $\begin{aligned} & \frac{8}{0} \\ & \text { 这 } \\ & \hline \end{aligned}$ |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | $\begin{gathered} 9 \\ 0 \\ 0 \\ 2 \\ 3 \end{gathered}$ |  | $\begin{array}{r} 6 \\ 5 \\ 5 \\ 5 \\ 5 \\ 0 \\ \hline \end{array}$ |  |  |  |  | $1 \frac{9}{4}$ |  |  |  |  |  |
| $\frac{\circ}{\underline{E}}$ |  |  | －${ }^{\text {a }}$ |  |  |  |  | $\vec{j}_{3}^{\text {a }}$ | $\cdots$ | ${ }^{\text {a }}$ | \％ | $\stackrel{\circ}{\circ} \mathrm{O}$ | 间 ${ }_{0}^{6}$ | $\square_{0}$ | $\stackrel{\sim}{\sim}$ | $\stackrel{\substack{9 \\ \stackrel{N}{2} \\ \hline \\ \hline}}{ }$ | ${ }^{2}$ |  | $\mathrm{c}_{5}^{\text {cin }}$ |  | $\stackrel{\text { à }}{ }$ |  | $\%^{\circ}$ | － | － | ， |  | T |  |
| $\begin{aligned} & \text { 品 } \\ & \frac{0}{5} \end{aligned}$ |  |  | $\square$ |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | $\begin{gathered} 5 \\ \text { 苟 } \\ \stackrel{y}{2} \end{gathered}$ |  |  | \％ |  |  |  |  | 部 |
| $\stackrel{\text { 命 }}{\stackrel{\text { En }}{5}}$ |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | $\underline{\square 1}$ |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  | 豆諸 |  |  | $8$ |  |  |  |  |  |  |  |  |  | HI |  |  |
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| 皆颜 |  | （0000 |  |  | $0$ |  |  |  | 뭄 |  | 유움 |  |  | 1 | तो | \％ | O | $\sim$ | \％${ }_{6}$ |  | $\stackrel{0}{0}$ |  | ® | ${ }^{\circ}$ |  | 交 | ${ }^{2}$ | ${ }^{\circ}$ | ， |
| $\stackrel{\text { ㅍㅢㅢ }}{ }$ |  |  |  |  |  |  |  |  |  |  |  | $\begin{aligned} & \text { 各 } \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 5 \\ & 5 \end{aligned}$ |  | $\begin{gathered} 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \end{gathered}$ | $\left\lvert\, \begin{array}{c\|c} \substack{0 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ 5 \\ 5 \\ 5} \\ \hline \end{array}\right.$ |  |  |  |  |  | $\stackrel{m}{3}$ |  |  | ｜r |  |  |  |  | － |
| 茞 |  |  |  |  |  |  |  |  | $18$ |  |  | $\begin{array}{r} 2 \\ 8 \\ 8 \\ 8 \\ 8 \\ 0 \\ 0 \end{array}$ |  |  | $\begin{gathered} 2 \\ 0 \\ 8 \\ 8 \end{gathered}$ |  |  |  |  |  |  |  | cin |  |  |  | 啚 | \％ |  |


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|  |  |  |  |  |  |  |  |  |  |  | What was purchased？No documentation． |  |  |  |  |  |  |  |  |  |  |  |  |  | 部 |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  | 葡总高 |  |  |  |  |  |  |  |  |  |  | $\mathrm{i}_{\mathrm{ig}}^{\mathrm{g}} \mathrm{i}$ |  |  |  | en |  |  |  | 彩部 |  |  |  |  |  | 気 |  |
|  |  | $22^{\circ} 2$ |  | 2 | 2 | $22^{2}$ 울 | 2 |  | $\because 2$ | \％ | 안 | $\frac{\square}{2}$ | 2 | $2 \%$ | $\frac{1}{2}$ | 2 | $5<$ |  | $2 \%$ | $8 \%$ | $8{ }^{2}$ | 웅웅 | 8 | 앙 | $\bigcirc$ |  | 8 | 알 | 앙 | 웡 | 울 | 2 | $\bigcirc$ | $2 \%$ | $\bigcirc$ | $\stackrel{\square}{2}$ |
| $\begin{aligned} & \text { E. } \\ & \underline{\underline{4}} \\ & \hline \end{aligned}$ | $\square_{0}^{\circ}$ | 282 | 22 | $2 \overbrace{}^{2}$ 랄 |  | 듈앙 | 22 |  |  | 웅웅 | 22 | 20 | 1울울 | 22 | 8 | 2 | $\frac{5}{2} 8$ | 2 | $2{ }^{\circ}$ | $2 \%$ |  | $2 \%$ | 2 | 앙 | 2 | $2{ }^{2}$ |  | 2 | 2 |  | 2 | 2 | $2{ }^{2}$ | 2 |  | $\stackrel{8}{2}$ |
| 䓂嗞 |  | 22 | 22 | $22^{2}$ | 울 | 욜웅 | 2 | $2 \%$ | 2 |  | 2 | $2>$ | 2 | 22 | 2 | 2 | 22 | 2 | 22 | 22 | 앙 | $2 \%$ | 2 | 2 | 2 | $2{ }^{2}$ |  | 2 | 2 | 2 | 2 | $\stackrel{8}{2}$ | $2 \%$ | 2 | $\stackrel{1}{2}$ | 2 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| $\begin{aligned} & \text { 䓂 } \\ & \text { 花 } \end{aligned}$ |  |  |  | $\underset{\sim}{0} \sqrt{0}$ | $0_{0}^{0}$ |  | 哭 | \％ | ¢ |  | 気迢 | \％${ }_{\sim}^{\sim}$ | $\overbrace{0}^{\text {a }}$ | Q |  | $\sim_{0}^{\infty}$ | $\stackrel{y}{c}_{\substack{\infty \\ \sim}}^{\sim}$ | $\cdots$ | $\overbrace{\text { and }}^{\substack{\text { and }}}$ | ${ }_{9}$ | 刽 | $\cdots$ | $\bigcirc$ | 管 | 呺 |  | 2 | 子 | $\stackrel{\sim}{*}$ | $\square_{0}$ | \％ | 尔 |  |  | （ ${ }_{\sim}^{2}$ |  |
| $\begin{aligned} & \text { Z } \\ & \text { Z } \\ & \text { U } \end{aligned}$ |  |  | 苞部 |  |  |  |  |  |  |  |  |  | $\frac{3}{2}$ |  |  |  |  | $8$ |  |  |  |  |  |  | 㝬 |  | 范 |  |  |  |  | 惑 |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | : |  |  |  |  |  |  |  | ¢ |  |  |  |  |  |  |  |  |  |  |  |  |
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|  |  |  | 우융융 | $0_{0}^{6} 0^{5}$ | 귬융 |  | 或枵 | तुत | ${ }^{2} 5$ | त⿹勹巳刂 | ${ }^{-1}$ | 包式 | 8 | 율융 | $\mathrm{O}_{0} \mathrm{~N}_{0}$ | $\mathrm{C}_{0}$ | 훌힝 | ，$\square_{2}$ | 0 | 융ㅁㅁㅁ | O2융 | 怱 | $\theta_{0}^{\circ}$ | 2 | E | ${ }_{0}{ }^{\circ} \mathrm{O}$ |  |  | － | 융 |  | 율 | न | ${ }^{8}$ |  |  |
| 를 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | $3$ |  |  |  |  |  | $8$ | $3{ }_{3}^{8}$ |  |  |  | $\begin{aligned} & \left.\begin{array}{l} \mathbf{8} \\ \mathbf{c} \\ \mathrm{m} \\ \hline \end{array} \right\rvert\, \end{aligned}$ |  | $\begin{aligned} & 10 \\ & 8 \\ & 8 \\ & 8 \\ & 5 \\ & 5 \end{aligned}$ | $0$ |  |  |  |  |
| 言 |  |  |  |  | B |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | \％ | 8 | 켬 |  |  |  | 8 |  |  | 3 |  | $\exists$ |  |  |


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|  |  |  | 단 <br> 気気 <br> 인은 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | $\begin{aligned} & 5 \\ & 5 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \end{aligned}$ |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  | 商 |  |  |  |  |  |  |  | 営 | 票 |  | $8$ |  |  |  |  |  |  |  |  |  |  |  |
|  | \％ 2 |  | $\because 2$ | $\bigcirc 2$ | $2 ;$ | $2 \%$ | 22 | 22 | 2 | $2 \%$ |  |  | $2 \%$ | $\bigcirc$ | 융 |  | 2 | 8 | 20 | 8 | $2 \frac{1}{2}$ | $\underbrace{8}_{8}$ |  |  |  | $\bigcirc$ |  | 2 | 8 | 8 | 2 |
| $\begin{aligned} & \text { EN } \\ & \hline \underline{y y} \end{aligned}$ | $\bigcirc$ | $2: 20$ |  | $\bigcirc 2^{2}$ | $2 \%$ |  | 208 | 28 |  |  | 220 |  | $\stackrel{\circ}{2}$ |  | $\stackrel{\circ}{2}$ | 0 | 2 | 2 | $\bigcirc$ | 2 | ${ }_{2} \overbrace{2}^{2}$ | $\stackrel{\square}{0}$ | 운웅 |  |  | $\bigcirc$ |  | 2 | 2 | 8 |  |
|  | 22 | $22^{2} 2$ | ＜ 2 | 2－ | $2 \%$ | 응 | $2 \%$ | $2 \%$ | 2 | 2 | $2 \%$ | 2 | $2 \%$ | ？ | 2 | 0 | \％ | 3 | 을 | 2 | $3 \frac{8}{2}$ | $\stackrel{y}{*}$ | 22 |  |  | $\bigcirc$ |  | 2 |  | $2 \%$ | 2 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | $\begin{aligned} & 1 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \end{aligned}$ |  | \| |  | 0 0 0 0 |  |  |  |  |  |  |  |  |  |
| $\begin{aligned} & \text { 若 } \\ & \text { 弚 } \end{aligned}$ |  | ¢ $\sim_{\sim}^{\sim}$ | ${ }^{\text {a }}$ | $\cdots$ | $\stackrel{0}{0}$ | 風 |  | $\overbrace{0}$ | $\begin{aligned} & 0 \\ & \stackrel{\rightharpoonup}{m} \end{aligned}$ | 法 |  | $c_{0}^{\infty}$ | $\stackrel{\infty}{\infty}\|\underset{\sim}{\infty}\| \underset{\sim}{\infty}$ |  |  | 悊 | － | N | cid | \％ | $\stackrel{\sim}{2}$ | \％ | \％${ }^{\circ} \mathrm{L}$ |  |  | S |  | $\stackrel{\infty}{\sim}$ |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  | 룿 |  | $\begin{array}{r} \bar{u} \\ \stackrel{5}{5} \\ \hline \end{array}$ |  | 蒿 | 苞 |  |  |  |  | $\frac{2}{4}$ |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  | B |  |  |  |  |  | B |  |  |  | 휸 |  |  |  |  | $\dot{3}$ |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 产爱 |  |  |  |  |  | $5$ |  |  |  |  |  |  | 뭉뮹 | $\stackrel{8}{9} \stackrel{\rightharpoonup}{4}$ |  |  |  | 밍 | 체ํ | \％ |  | － | 戓 | 哭 |  |  |  | 刮 |  | 굼률 |  |
|  |  | तี： |  |  | 뮴 | ［ $\vec{N}$ ］ | T $0^{3}$ | $\square_{7}$ | 7 |  | $\square_{0} \square_{0} \square_{0}$ | ： | तีand | $\stackrel{\square}{7}$ | 包 | cid | ［ | ${ }^{3}$ |  |  |  | ${ }^{2}$ |  | N |  | On | त्री | ${ }_{\text {B }}$ | $\stackrel{\square}{7}$ | तี |  |
| 茐 | $\begin{aligned} 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ 5 \\ 5 \end{aligned}$ |  |  | $8$ |  |  |  |  | $\begin{aligned} & \ddot{0} \\ & 0 \\ & 0 \\ & 5 \\ & \hline \end{aligned}$ | $\begin{gathered} 0 \\ 0 \end{gathered}$ |  |  |  |  | $\begin{aligned} & \mathbf{0} \mathbf{0} \\ & 0 \\ & 50 \end{aligned}$ |  |  |  |  |  |  | （ |  |  |  |  |  |  | ¢ | $\begin{aligned} & 9 \\ & 0 \\ & 0 \\ & 0 \\ & 5 \\ & 5 \\ & 5 \end{aligned}$ | 榢 |
| 䓂 |  |  | gigib | Bide | 틍 | 号号品 |  | 80 |  |  |  |  | \％ |  |  | 枵 | ） | $\hat{8}$ |  | $\begin{array}{\|} 0 \\ 0 \\ 0 \\ 0 \end{array}$ |  |  | 簡 |  |  |  |  |  |  |  |  |


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|  | 0 |  |  | $\frac{8}{2} 8$ | 20 | 0 | \％ 2 | 0.1 | $\mathrm{S}_{2} 8$ | 8 | 8 | 2 | $\bigcirc 2$ | 8 | $\therefore 2$ | 2 |  | $2 \%$ | $\bigcirc \bigcirc$ | ： $2:$ | 2 | $\bigcirc$ | 2 | $\therefore$ |  | $\bigcirc$ | 0 |  | $\bigcirc$ | $\stackrel{1}{2}$ | 8 | 8 | 울 |
| E. | ㅇㄹ옹 |  |  | $4^{4} 8$ | 율앙 | 2 c |  | $2{ }^{2} 2$ | $2 \div$ | 28 | 2 | 2 | $\bigcirc$ | 22 | 을율 | $2 \%$ | $2 \%$ | 28 | $2 \%$ | 은영 | 2 | $\bigcirc$ | 2 | 2 | 2 | 2 | \％ | 2 | 2 | $2 \%$ | ${ }_{\sim}^{\circ}$ | 2 | 2 |
|  | 은 | $\bigcirc 2 \mathrm{C}$ 2 |  | ${ }^{\circ}$ | 2 2 앙 | 2 | $2 \%$ | $2{ }^{2}$ | 2 C | 82 | 2 | 2 | $2 \%$ | 2 | $\therefore 2$ | 2 | 28 | $2 \%$ | 2 |  | $2{ }^{\circ}$ | $\stackrel{1}{2}$ | 2 | 2 | 2 | 2 | \％ 2 |  | 2 |  | $\stackrel{0}{\sim}$ 웅 | 2 | 28 |
| $\frac{\stackrel{0}{2}}{4}$ |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 採㸓 |  |  |  |  |  |  |  |  |  | $\begin{aligned} & \text { 号 } \\ & 0 \end{aligned}$ |  |  |
| 京 |  | $\cdots$ |  | $\mathrm{A}_{4}$ |  |  |  | $\cdots$ | $\mathrm{H}^{4}$ | ${ }^{\circ}$ | $\sqrt{8}$ | $\stackrel{\text { g }}{\text { g }}$ | $\begin{array}{l\|l\|} \infty \\ 0 \\ n \end{array}$ |  | $\overbrace{0}^{\sim}$ | $\stackrel{\square}{\square}$ |  |  |  | － | 號 | $\bigcirc$ | $\hat{\sim}$ | 可 | ${ }_{0}{ }^{\circ}$ | $\stackrel{\sim}{\sim}$ | $\square_{0}^{\circ}$ |  | \％ | $\bigcirc$ | $\sim_{0}^{\sim}$ | － | ${ }_{\sim}^{0}$ |
| $\begin{aligned} & \text { Nov } \\ & \stackrel{\rightharpoonup}{U} \end{aligned}$ |  |  |  |  |  |  |  | 䓂部 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | cien |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Miners Club at the Canyons - Park City | $3$ |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | $\stackrel{y}{c}$ |  |  |  |  |  |  |  |  | $\stackrel{:}{2}$ |  |  |  |  |  |
| （eay |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | $\begin{array}{r} 7 \\ 2 \\ 0 \\ 0 \end{array}$ |  |  | 9 0 0 7 7 |  | \％${ }_{3}^{3}$ |  |  |
|  |  |  | त⿹ㅠㅇ뮤뮹 | 굴 |  | 司島 | A ${ }^{3}$ | 司可 | त | 勿可 | ${ }^{\square}$ |  |  | ${ }^{\text {g }}$ | $]^{\square} \square_{0}$ | $\square_{0}$ | $\square_{0}^{0}$ | त⿹丁口 $\square^{\square}$ | \＃］${ }^{2}$ | 可司 | ${ }^{3}$ |  | 7 ${ }^{3}$ | 귱 | 可哥 |  | 흉 | 0 |  |  |  |  | 뮤뮴 |
| 尤 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 4 <br> 0 <br> 0 <br> 0 <br> 0 <br> 0 <br> 0 |  |  | ＞ |  |  |  |  | 5 | $\begin{array}{r\|l} 0 \\ 5 & 0 \\ 5 & 5 \\ 8 \end{array}$ |
| 涼 |  |  | 둘 |  |  |  |  | $\begin{gathered} m \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ \hline \end{gathered}$ |  |  |  |  | 鳬 |  |  |  |  | IT |  | 豆菏 |  |  |  |  | B |  |  |  |  |  |  | 힝 |  |



| Ref\# | Card | $\left\|\begin{array}{r} \text { catendar } \\ \text { Year } \end{array}\right\|$ | $\begin{array}{\|c} \text { Transaction } \\ \text { Date } \end{array}$ | Day of the Week | Transaction Description | Category | Amount | Appears | Receipt Provided | Itemized | $\begin{gathered} \text { Written } \\ \text { Comments on } \\ \text { Receipt } \end{gathered}$ | Determination of Business or Personal | Determination Reason | Notes from 3/5SD8l-10 | Notes from 3JSSD8L-40 |
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| ISSD-1162 | Zion 5358 | 2012 | 6/19/2012 | Tuesday | Red Rock Junction LC Park Citv, UT | Restaurant | 49.43 | Questionable | No | No | No | Personal | No explanation | D |  |
| J5SD-1162 | Zion 5358 | 2012 | 7/9/2012 | Monday | Don Pedros Family Mexican Heber | Restaurant | 40.71 | Questionable | No | No | No | Personal | No explanation | D |  |
| SSD-1164 | ZIons 5457 | 2012 | 7/10/2012 | Tuesday | Subway | Restaurant | 30.48 | Questionable | No | No | No | Personal | No explanation | D |  |
| JSSD-0060 | Cap One 5994 | 201 | 2/28/2012 | Tuestay | Crystal Inn-St George, UT | Travel | 379.12 | Questionable | No | No | No | Business |  | F |  |
| 0118 | Visa 0863 | 2012 | 2/28/2012 | Tuesday | USU Conference inst | Misc | 600.00 | Questionable | No | No | No | Business | What conference? | F |  |
| 0118 | Visa 0863 | 2012 | 2/28/2012 | Tuesday | WM Supercenter-Heber City | Mise | 26.92 | Questionable | No | No. | No | Business | What was purchased? No documientation. | F |  |
| 0118 | Visa 0863 | 2012 | 2/29/2012 | Wednesday | HN5*Hughes Net.com | Internet | 201.86 | Reasonable | No | No | No | Business | Internet Autopay | $G$ |  |
| JSSD-1171 | Zion 5358 | 2012 | 7/17/2012 | Tuesday | Los 2 Lagos Heber; UT | Restaurant | 36.35 | Questionable | No | No | No | Personal | Noexplanation , | D |  |
| 1550-6060 | Cap One 5994 | 2022 | 3/3/2012 | Saturday | Crystal inn-5t Georre, UT | Travel | 379.12 | Questionable | No | No | No | Business |  | F |  |
| 0122 | Visa 0863 | 2012 | 7/18/2012 | Wednesday | Losi 2 Lagos - Heber City | Restaurant | 29.18 | Questionable | Not | No | No | Personal | No explaination | D |  |
| 0122 | Visa 0863 | 2012 | 7/25/2012 | Wednesday | Don Pedros Family Mexican Heber | Restaurant | 65.70 | Questionable | No | No | No | Personal | No explanation | D |  |
| JSSD-0060 | Cap One 3923 | 2012 | 3/6/2012 | Tuesday | U.5. Bank Supply | Milsc | 28.90 | Questionable | No | No | 4 No | Business | U.S. Bank | F |  |
| 1550-1171 | Zion 5358 | 2012 | 7/31/2012 | Tuesday | Subway-Heber City | Restaurant | 31.23 | Questionable | No | No | No | Personal | No explanation | D |  |
| 15SD-1180 | Zion 5358 | 2012 | 8/18/2012 | Saturday | Wendy's - Heber City | Restairant | 41.51 | questionable | Ves | Yes | No | Personal | Saturday at 9:48 PM | 0 |  |
| SSSD-1178 | Zions 5457 | 2012 | 8/21/2012 | Tuesday | Don Pedros Family Mexican Heber, UT | Restaurant | 38.23 | Reasonable | Yes | Na | Yes | Business | Impact fee study | D |  |
| IS5D-1180 | Zion 5358 | 2012 | 8/28/2012 | Tuesday | Don Pedros Family Mexican Heber | Restaurant | 38.03 | Reasonable | Yes | No | Yes | Business | Discussion regarding financial staff | D |  |
| 0118 | Visa 0863 | 2012 | 3/12/2012 | Monday | Chuck a rama - St, George | Restaurant | 32.15 | Questionable | No | No | No | Personal | Per diem paid | H | F |
| 0118 | VIsa 0863 | 2012 | 3/13/2012 | Tuesday | Plavers Sports Grill - St, George | Restaurant | 54.80 | Questionable | No | No | No | Persomal | Per diem paild | H | F |
| SSSD-1180 | Zion 5358 | 2012 | 9/5/2012 | Wednesday | Bambara Restaurant Salt take City | Restaurant | 65.70 | Reasonable | Ves | Yes | Yos | Business | Lunch with attorneys about Red Ledges | D |  |
| 0118 | Visa 0863 | 2012 | 3/14/2012 | Wednesday | Denny's-St. George | Restaurant | 26.04 | Questionable | No | No | No | Personal | Perdiem psid | H | F |
| 1550-0061 | Cap One 3923 | 20.12 | 3/1/12012 | Friday | Hilton Garden Inn-St George | Itavel | 597.68 | Questionable | No | No | No | Business | Travel | F |  |
| 0118 | Visa 0863 | 2012 | 3/16/2012 | Friday | Hilton Garden Inn-St George | Travel | $642.24$ | Questionable | No | No | No | Business | Appears to be business travel but no explanation | F |  |
| 0118 | Visa 0863 | 2012 | 3/16/2012 | Friday | Hfilton Garden linn-St George | Travel | 642.24 | Questionable | No | No | No | Business | Appears to be business travel but no explanation | F |  |
| 0.118 | Visio 0863 | 2012 | 3/16/2012 | friday | Adt Secarity Services , \% | Security | 26.57 | Reasonable | No | No | No | Business | Autopay - No contracts reviewed | 6 |  |
| SS5D-0178 | Zion 5358 | 2012 | 9/17/2012 | Monday | Plaza Power Sports | Misc | 127.44 | Reasonable | Yes | No | No | Business | ATV dealer Invoice 8800B | $\square^{\circ}$ |  |
| 0118 | Visa 0863 | 2012 | 3/16/2012 | Friday | ADT Security Services | Security | 26.57 | Reasonable | No | No | No | Business | Autopay - No contracts reviewed | 6 |  |
| 0118 | Visa 0863 | 2012 | 3/16/2012 | Friday | ADT Security Services | Security | 26.57 | Reasonable | No | No | No | Business | Autopay - No contracts reviewed | 9 |  |
| 0118 | Visa 0863 | 2012 | 3/16/2012 | Friday | WM Supercenter - Heber City | Misc | 18.02 | Questionable | No | No | No | Business | What was purchased? No documentation. | F |  |
| JSSD-1178 | Zion5 5457 | 2012 | 9/6/2012 | Thursday | Don Pedros Family Mexican Heber, UT | Restaurant | 34.91 | Reasonable | Yes | No | Yes | Business | Meeting about Red Ledges and MIT: Dan, Jay, Dough, Darrel | D |  |
| 0123 | Visa 0863 | 2012 | 9/10/2012 | Monday | Don' Pedros Family Mexican Heber | Restaurant | 37.55 | Guestionable | No | No | No | Personal | No explanation | D |  |
| 555D-0178 | Zion 5358 | 2012 | 9/13/2012 | Thursday | Don Pedros Family Mexican Heber | Restaurant | 40.71 | Reasonable | Yes | No | Yes | Business | Lunch meeting re: collaboration efforts | D |  |
| JSSD:0178 | Zion 5358 | 2012 | 9/25/2012 | Tuesday | Don Pedros Family Mexican Hebers | Restaurant | 40.71 | Questionable | Yes | No | No | Personal | No explanation | , D |  |
| 0124.125 | Visa 0863 | 2012 | 9/28/2012 | Friday | Subway - Heber City | Restaurant | 20.52 | Questionable | No | No | No | Personal | No explanation | D |  |
| 0124.125 | Visa 0863 | 2012 | 10/22/2012 | M Monday | Don Pedros Family Mexican:Heber | Restaurant | 40.71 | Questionable | No | No | No | Personal | No explanation | 0 |  |
| 0124-125 | Visa 0863 | 2012 | 10/26/2012 | Friday | Don Pedros Family Mexican Heber | Restaurant | 37.66 | Questionable | No | No | No | Personal | No explanation | D |  |
| 01.19 | Visa 0863 | 2012 | 3/29/2012 | Thursday | HNs ${ }^{*} \mathrm{HLg}$ ges Net.com | Internet | 201.86 | Reasonable | No. | No | No | Business | Internet Autiopay | Gi |  |
| SSSD-1196 | Zion5358 | 2012 | 11/13/2012 | Tuesday | Soldier Hollow Grill Midway, UT | Restaurant | 32.80 | Questionable | Yes | No | No | Personal | Dinner at 8:09 | D |  |
| 0126-129 | Visa 0863 | 2012 | 11/14/2012 | Wectnestay | Locoillzard Cantina - Park Cily | Restaurant | 66.97 | Questionable | Yes | Yes | Yes | Business | No explanation | D |  |
| 0119 | Visa 0863 | 2012 | 4/2/2022 | Monday | WM Supercenter - Heber City | Asset | 43.53 | Questionable | No | No | No | Business | What was purchased? No documentation. | , |  |
| JS5D. 1196 | ZIon 5358 | 2012 | 11/15/2012 | Thursday- | Gateway Grille Kamas, UT | Restaurant | 43.35 | Reasonable | Yes | Yes | Yes | Business | All day auditor tour ${ }^{\text {a }}$, , , , , | D |  |
| $0100-132$ | Visa 0863 | 2012 | 12/3/2012 | Monday | Chicks Café- Meber City | Restaurant | 41.41 | Reasonable | Yes | No | Yes | Business | Appears to be lunch with someone from Wells Fargo. | D |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| SSD-1196 | Zion 5358 | 2012 | 12/4/2012 | Tuesday | Spin Cafe-Heber City | Restaurant | 50.10 | Reasonable | Yes | Yes | Yes | Business | Steve Capson, Dairel, Dan meeting about water | D |  |
| JSSD-0193 | Zion 5358 | 2012 | 12/31/2012 | Monday | Spin Café - Heber City | Restaurant | 36.18 | Questionable | Yes | Yes | No | Personal | No explanation | D |  |
| 0119 | Visa 0863 | 2012 | 4/9/2012 | Monday | Valley Kubota- Heber City | Misc | 50.94 | Questionable | No | No | No | Bushess | What was purchased? No documentation: | F |  |
| 0119 | Visa 0863 | 2012 | 4/1/6/2012 | Monday | Oreilly Auto Parts-Heber City | Misc | 5.30 | Questionable | No | No | No | Personal | What Was purchased? No documentation. | F |  |



| Ref\# | Card | $\begin{array}{\|r\|r\|} \hline \text { Calendar } \\ \text { Year } \end{array}$ | $\begin{array}{r} \text { Transaction } \\ \text { Date } \end{array}$ | Day of the Week | Transaction Description | Category | Amount | Appears | $\begin{array}{\|c} \text { Receipt } \\ \text { Provided } \end{array}$ | Itemized | $\begin{gathered} \text { Written } \\ \text { Comments on } \\ \text { Receipt } \end{gathered}$ | Determination of Business or Personal | Determination Reason | Notes from 3JSSDBL-10 | Notes from 3JSSD8L-40 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| j55D-0282 | Zion 5358 | 2013 | 10/1/2013 | Tuesclay | Don Pedros Family Mexican Heber | Restaurant | 8.74 | Reasonable | Yes | No | res | Business | Dam Inspection | D |  |
| )SS50.0282 | Z1on 5358 | \% 2013 | 10/9/2013 | Wednesday | Dickey's Heber Cit, UT | Restaurant . | 32.72 | Reasonable | Yes | No: | Yes | Business | Meeting about Mayllower bond pavment, water issues, etc. | D |  |
| SSSD-0299 | Zion 5358 | 2013 | 10/21/2013 | Monday | café Rio Mexican Grill Heber | Restaurant | 26.71 | Reasonable | Yes | Yes | Yes | Business | Meeting | D |  |
| 0168-169 | Visa 0863 | 2013 | 10/24/2013 | Thursday | Ilimmy Johns-Heber City | Restaurant | 377.54 | Reasonable | Yes | Yes | Yes | Business | Meating with IT guys, Why over lunch and not at the office? | $\mathrm{D}$ |  |
| 15SD-0299 | Zion 5358 | 2013 | 10/24/2013 | Thursday | Burger King Salt Lake city, UT | Restaura, | 4.19 | Reasonable | Yes | es | Yes | Business | Meeting with Ballard about depositions | D |  |
| 1550-0299 | Zion 5358 | 2013 | 11/4/2013 | Monday | Chicks Cafe- Hebercity | Restaurant | 52.82 | Reasonable | Yes | Ves | Yes | Business: | Meeting with board members about Mayflower, etc | $D$ |  |
| 0170,172 | Visa 0863 | 2013 | 11/5/2013 | Tuesday | Loco Lizard Cantina - Park City | Restaurant | 69.51 | Questionable | No | No | No | Personal | Noexplanation | D |  |
| 0121 | Visa 0863 | 2012 | 6/16/2012 | Saturday | ADT Security Services | Security | 26.57 | Reasonable | No | No | No | Business | Autopay - No contracts reviewed | 6 |  |
| 0121 | Visa 0863 | 2012 | 6/1/2012 | Saturday | ADT Security Services | Security | 26.57 | Reasonable | No | No | No | Business | Autopay - No contracts reviewed | G |  |
| 0121 | Visa 0863 | 2012 | 6/16/2012 | Saturday | ADT Secirity Services | Security | 26.57 | Reasonable | No | No: | No | Business | Autopay - No contracts reviewed | ${ }^{6}$ |  |
| 0170,172 | Viss 0863 | 2013 | 11/6/2013 | Wednesday | Don Pedros Family Mexican Heber | Restaurant | 55.99 | Questionable | No | No | No | Personal | No explanation | D |  |
| 0170,172 | Visa 0863 | 2013 | 11/27/2013 | Wednesday | Chicks Cafe - Heber City | Restaurant | 27.53 | questionable | No | No | No | Personal | No explanation |  |  |
| 0171,173-175 | Visa 0863 | 2013 | 12/2/2013 | Monday | Jlimmy Johns - Heber City | Restaurant | 34.06 | Reasonable | Yes | Yes | Yes | Business | Meeting with someone to talk about the master plan. Why over lunch and not at the office? | D |  |
| 1550-0313 | Zion 5358 | 2013 | 12/4/2013 | Wednesday | Dickey's Heber City, UT | Restaurant: | 38.41 | Questionabie | No. | No. | No | Personal | No explanation - | D |  |
| 0075 | Visa 0863 | 2009 | 2/26/2009 | Thursday | Simply Mac | Asset | 509.64 | Questionable | No | No | No | Business | What was purchased? No docurnentation. | F |  |
| $0136-139$ | Visa 0863 | 2013 | 2/19/2013 | Tuesday | Sportsmans Warehouse - Provo | Asset | 125.94 | Questionable | No | No | No | Personal | What was purchased? No docuimentation. | F |  |
|  | Cap One 5994 | 2010 | 8/2/2010 | Friday | The Buckle | Misc | 83,34 | Questionable | No | No | No | Personal | No business purpose documentation | F |  |
| $0084-85$ | Viss 0883 | 2009 | 12/8/2009 | Tuesday | Adivantage Legal Seminars | Nisc | 177.00 | Questionable | No | No. | No | Personal |  | G |  |
| $0084-85$ | Visa 0863 | 2009 | 12/9/2009 | Wednesday | National Business institute | Misc | 355.00 | Questionable | No | No | No | Personal | Appears to be CPE. for attorney | G |  |
| $0098-99$ | Visa 0863 | 2010 | 7/1/2010 | Thursday | Utah State Bar Lisensing $\times$ x | Mise | 560,00 | Questionable | No | No | No | Personal | Appears to be to manitain personal license: | ${ }_{6}$ |  |
| 0122 | Visa 0863 | 2012 | 6/29/2012 | Friday | HNS*Huglies Net.com | Internet | 201.86 | Reasonable | Na | No | No | Business | Internet Autopay | G |  |
| 0101 | Viss 0863 | 2010 | 9/17/2010 | Fricay | American Bar Association-11. | Misc. | 62.95 | Questionable. | No | No | No | Personal | Appears to be to maintain personal membership. | G |  |
| 55SD-1196 | 21005358 | 2012 | 11/29/2012 | Thursday | Staples Park City, UT | Misc | 139.15 | Reasonable | Yas | Yes | No | Business | System mechanic | $\square$ |  |
| 0102 | Visa 0863 | 2010 | 9/30/2010 | Thiursday | CLE International-Denver, CO | Misce | 1,190.00 | Questionable. | No | No | No | Personal | Continuing Legal Education | G |  |
| 0109 | Viss 0863 | 2011 | 5/21/2011 | Tuesday | Utah State Bar Licensing | Misc | 570.00 | Questionable | No | No | No | Personal | Appears to be to maintain personal license | G |  |
| 0112 | Visa 0863 | 2011 | 9/21/2011 | Wednesday | Amarican Bar Association - 11 | Misc | 1,004.00 | Questionable | No | No | No | Personal | Appours to be to maintain personal membership | G |  |
| 1555-0057 | Cap One 5994 | 2071 | 10/17/2011 | Manday | Cle International-Denver, CO | Mise | 1,485.00 | Questionable | No | No | No | Personal | Continuing Law Education | G |  |
| 0121 | Visa 0863 | 2012 | 6/11/2012 | Monday (ax | UTah'State Bar.Lİensing | Misc. | 570.00 | Questionable | No | No. | No | Peisconal | Appears to be to maintain personal license | ${ }^{\text {c }}$ |  |
| SSSD-1180 | Zion 5358 | 2012 | 9/12/2012 | Wednesday | CLE International - Denver, CO | Misc | 1,485.00 | Questionable | No | No | No | Personal | Continuing Law Eduration | G |  |
| 15SD-0178 | Zion 5358 | 2012 | 10/4/2012 | Thursday | CLE International-Denver, CO | Mise | (-1335.00) | Questionable | No | No | No | Business | Continuing Law Education | 6 |  |
| 0154.160 | Visa 0853 | 2013 | 3/11/2013 | Monday | Utah State Bar licensing | Mise | 570.00 | Questionable | No | No | No | Personal | Appears to be for personal license | G |  |
| 00154.160 | Visa 8863 | 2013 | 6/5/2013 | Thursday | Utah State Bar Licensing | Mise | 15.00 | Questionable | No | No | No. | Peirsonal | Appears to be for personalilicense: |  |  |
| S51-0248 | zion 5358 | 2013 | 6/12/2013 | Monday | Utah State Bar-Events UT | Mise | 325.00 | Questionable | No | No | No | Personal | Appears to be for personal event |  |  |
| 0122 | Visa 0863 | 2012 | 7/1/2/2012 | Monday | ADT Secuirliv Services: | Security | - 26.57 | Reasoniable: | No | No | No | Business |  | 6 |  |
| 0122 | Visa 0863 | 2012 | 7/16/2012 | Monday | ADT Security Services | Security | 26.57 | Reasonable | No | No | No | Business | Autopay - No contracts reviewed | $\checkmark$ |  |
| 0122 | Visa 8863 | 2012 | 7/16/2012 | Monday | ADT Security Services | Security ${ }^{\text {atax }}$ | 26.57 | Reasonable | No | No | No | Business | Autopay - No contracts reviewed. | 6 |  |
| ISSD-0248 | Zion 5358 | 2013 | 6/11/2013 | Monday | Utah State Bar - Events UT | Misc | 150.00 | Questionable | No | No | No | Parsonal | Appears to be for personal event | 6 |  |
| 0122 | Visa 0863 | 2012 | 7/12/2012 | Thursday | DTV**Direct TV Hardware. | Mise: | 21.20 | Questionable | No | No | No | Personal | Improper use of publie funds | 6 |  |
| 0122 | Visa 0863 | 2012 | 7/18/2012 | Wednesday | DTVV*Directv Service | Misc | 95.61 | Questionable | No | No | No | Personal | Improper use of public funds | G |  |
| 0123 | Visa 0863 | 2012 | 9/18/2012 | Tuesday | DTV**Direty Service | Misc. | 47.79 | Questionable: | No | $\underline{\mathrm{No}}$ | No | Business | Appears to be TV for the office including HD. | 6. |  |
| 0124.125 | Visa 0863 | 2012 | 10/18/2012 | Thursday | DTV*Direttv Service | Misc | 61.60 | Questionable | Yes | Yes | No | Business | Appears to be TV for the office including HD. | $G$ |  |
| 0126-129 | Visa 0863 | 2012 | 11/18/2012 | Sunday | DTV* Directv Service | Misc | 61.60 | Questionable: | Yes | Yes | No. | Buisiness | Appears to be TV for the office including HD . | 6 |  |
| $00030-132$ | Visa 0853 | 2022 | 12/18/2012 | Tuestay | DTTV*Direttv Service | Misc | 61.61 | Questionable | Yes | Yes | No | Business | Appears to betV for the office including HD. | G |  |


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|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | proper use of public funds |  |  |  |  |  |  |  |  |  |  | \％ |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 领 |  |  |  |  |  |  |  |  |  |  | $\left[\begin{array}{c} 0 \\ \frac{0}{3} \\ \square \end{array}\right.$ |  |
|  | 2 | 2 |  | $22^{2}$ | $\bigcirc$ | $\stackrel{1}{2}$ | $\bigcirc$ | 울알 | $22^{\circ}$ | 2 | 룰앙 | 율울 | 28 | 율랑 | $2 \%$ | 을 | $22^{\circ}$ | $\therefore 2$ | 2 | $2^{2}$ |  | 2 |  | 웅 | $9^{\circ}{ }^{2}$ | 2율 | \％ | 알 | $\stackrel{\circ}{ }$ | $2{ }^{\circ}$ |  | $\therefore 2$ | 5 | $\frac{5}{2}$ | $\because 2$ |
|  |  | 앙 | $\sim_{0}^{8}$ | $9^{4} 9^{\circ}$ | 28 |  | $22^{2}$ | $2{ }^{2}$ 윤 | 은안 | 안 | $2{ }^{2}$ | 응 |  | $)^{8}$ | 20 | ${ }^{8}$ | $2 \%$ | ㄹㅇㅇ | 2 2 | $)^{1}$ | 4 | 0 | $2 \%$ | 2 | 22 | 2 | $2{ }^{2}$ | 2 | 2 | 울 | $\stackrel{0}{0}$ | $2 \frac{1}{2}$ | 2 | 518 | 2 |
|  |  | 2 | $\bigcirc$ | $\square^{4} 0^{\circ}$ | $\bigcirc$ | $\bigcirc$ |  | $8 \%$ | 220 | $\stackrel{1}{2}$ | 우웅 | 웅울 | 2 | $0_{0} 0^{\circ}$ | $2:$ | （40 | $\bigcirc$ | 2 앙 | 웅 | 号 ${ }_{\sim}^{0}$ | 0 | 0 | 28 | $\stackrel{\circ}{2}$ | 2 | 2 | $2 \%$ | 2 | $\stackrel{\circ}{2}$ | 용란 | 2 | $\stackrel{\square}{2}$ | 2 | $\stackrel{3}{2}$ | $2 \%$ |
| $\begin{aligned} & \text { 䯩 } \\ & \hline \end{aligned}$ |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Be |  |  |  | $\frac{4}{4}$ |  |  | $\begin{array}{l\|l\|} 0 \\ 0 \\ 0 \\ 0 \\ 0 & 0 \\ 0 \end{array}$ |
| 을 |  |  |  |  | ${ }_{\sim}^{0}$ | （1） | （我 | － | A |  | 通 | $\mathrm{N}_{6}$ | \％ | ¢ | fit | O | ${ }_{0}^{0}$ | 8 | $6$ | \％ | $\overbrace{0}^{\circ}$ | 0 |  | 風 |  | $6$ | ${ }_{0}^{8}$ | ${ }^{\circ}$ | $0$ | 包高 | － | － | 이영 |  |  |
| 范 |  | $\stackrel{H}{L}$ | ${ }_{5}^{4}$ |  |  |  |  |  | $\begin{array}{\|c\|c\|} \hline 0 & \frac{0}{3} \\ \sum_{0}^{3} \\ \hline \end{array}$ |  |  |  |  | 号刲 |  |  |  |  |  |  | $\sum_{5}$ | ${ }_{5}$ |  | 站 |  |  | ${ }^{\text {L }}$ |  | － |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | $\left\|\begin{array}{c} 4 \\ \hline 1 \\ \boxed{0} \end{array}\right\|$ |  |  |  |  |  |  |  |  |  |  |
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| 営 |  |  |  |  |  |  |  |  |  | $3$ |  | $\underset{\square}{9}$ |  |  |  |  |  |  |  |  |  |  |  |  |  | GI |  | ف） | $\bigcirc$ | \％ |  | － |  |  |  |


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| $\stackrel{\stackrel{E}{4}}{ \pm}$ |  | $2 \stackrel{\circ}{\square} ⿻ 上 丨^{\circ}$ |  | 2 |  | 2 | 2 | $22^{\circ}$ | $2{ }^{2}$ | 48 | $2 \%$ | 8 | $\stackrel{4}{0}$ | 2 | $2 \overbrace{}^{\circ}$ | $8_{8}^{5} 9$ |  | $2:$ | $\stackrel{\square}{4} 8$ | 8 | 2 | 2 | 2 |  | 은 | 2 | $2 \%$ | 2 |  | 2 | $\%_{0}$ | 2 | $\stackrel{4}{2}$ | \％ | $\stackrel{\circ}{2}$ |
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| $\begin{aligned} & \text { 읃 } \\ & \hline \end{aligned}$ |  |  | $\cdots$ | \％ |  |  | 围 |  | 의우워 |  |  | 边 | 边禹 |  | 成会 | \％ | 蚼 | ${ }^{\circ}$ |  | ${ }^{\circ}$ |  | 둘 |  | 込 | 号 | ${ }^{\circ}$ |  | त |  | \％ |  | 云 |  |  |  |
| $\frac{0.0}{v}$ |  |  |  |  |  | 隠票 | 郚号 | ［ |  |  |  |  |  | $\begin{array}{l\|l} 5 \\ 5 \\ \hline \end{array}$ |  |  |  |  |  |  | 2 | 5 | 号空営 |  | \％ | E |  |  |  |  |  |  |  |  |  |
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| 覅呂 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | $\begin{gathered} 9 \\ 0 \\ \sim_{0} \\ \tilde{n}^{2} \end{gathered}$ | \％ | 웅 |  | 第 |  |  |  |  |  |
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| 당 |  |  |  |  | $\begin{aligned} & 6 \\ & 00 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \end{aligned}$ |  |  | $\left\{\begin{array}{l\|l} \infty \\ 0 \end{array}\right.$ |  |  |  |  |  |  |  | $\begin{gathered} 1 \\ \text { M } \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \end{gathered}$ |  |  | $\begin{array}{l\|l} 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ 5 \\ 5 & 5 \\ \hline \end{array}$ |  |  |  |  |  |  |  |  | $\stackrel{5}{5}$ |  | $5$ |  |  |  |  |  |
| 葉 | $\stackrel{8}{7}$ |  |  |  |  |  |  |  | $\begin{array}{c\|c} 8 \\ \vdots \\ \vdots \\ \vdots \\ 0 \\ 3 \end{array}$ |  |  |  | त्रे |  |  | $\begin{gathered} 9 \\ c_{2} \\ \vdots \\ 9 \end{gathered}$ |  |  |  |  |  |  |  |  |  | 院 |  | O |  |  |  |  |  |  |  |


| Ret\# | Card | $\begin{array}{\|r\|} \text { Calendar } \\ \text { Year } \end{array}$ | Transaction Date | Day of the Week | Transaction Description | Category | Amount | Appears | $\begin{array}{\|c\|} \text { Reteipt } \\ \text { Provided } \end{array}$ | Itemized | $\begin{gathered} \text { Written } \\ \text { Comments on } \\ \text { Receipt } \end{gathered}$ | Determination of Business or Personal | Determination Reason | Notes from 3JSSDBL-10 | Notes from 3JSSDSL-40 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 0067 | Visp 0863 | 2008 | 6/27/2008 | Friday | Home Depot - Park City | Asset | 0.06 | Questionable | No | No | No | Business | What was purchased? No documentation. | 1 |  |
| 0069 | Visa 0863 | 2008 | 8/2//2008 | Friday | Home Depot-ParkCity | Asset | 259.51 | Questionable | No | No | No | Business | What was puirchased? No.documentation: | 1 |  |
| [ssD-0211 | Zion 5358 | 2013 | 2/28/2013 | Thursday | Hillton Garden Inn-St George | Travel | 448.26 | Questionable | No | No | No | Business |  | F |  |
| 0070 | Visa 0863 | 2008 | 10/23/2008 | Thursday | Home Depot-Park City | Asset | 190,11 | Questionable | No | No | No | Business: | What was purchased? No docummentation. | 1 |  |
| 0084.85 | Visa 0863 | 2009 | 12/9/2009 | Wednesday | Home Depot-ParkCity | Asset | 95.68 | Questionable | No | No | No | Personal | What was purchased? No documentation. | 1 |  |
| 0100 | Visa 0863 | 2010 | 8/9/2010 | Monday | Home Depot-Park City | Asset | - 49.07 | Questionabl | No | No | No | Parsonal | What was purchiased? No dociumentation: | 1 |  |
| 0101 | Visa 0863 | 2020 | 9/13/2010 | Monday | Home Depot-Park City | Asset | 119.04 | Questionable | No | No | No | Personal | What was purchased? No documentation. | 1 |  |
| 0140-144 | Visa 0863 | 2013 | 3/19/2013 | Tuesday | Players Sports Grill- -St. George | Restaurant | 87.55 | Questionable: | Yes | Yes | No | Personal | Per diem pald Lunch recelpt for 7 entrees. No names or description. | H | F |
| 0102 | Visa 0863 | 2010 | 10/26/2010 | Tuesday | C-A.L. Ranch Stores American Fork | Asset | 85.36 | Questionable | No | No | No | Personal | What was purchased? No documentation. | F |  |
| 0105 | Visa 0863 | 2011 | 2/17/2011 | Thursday | Home Depot-Park city | Asset | 34.15 | Questionable | No | No | No | Personal | What was purctased? No documentation. | 1 |  |
| 0107 | Visa 0863 | 2012 | 3/31/2011 | Thursday | C-All Aanch Stores American Fork | Asset | 606.69 | Questionable | No | No | No | Personal | What was purchased? No documentation. | F |  |
| 0108. | Visa 0863 | 2011 | 5/10/2011 | Tuesday | C-ALL Ranch Stores American Fork | Asset | 1,851.89 | Questionable | No | No | No | Personill | What was purchased? No documentation. | F |  |
| 0140-144 | Visa 0863 | 2013 | 3/16/2013 | Saturday | ADT Security Services | Security | 26.57 | Reasonable | No | No | No | Business | Autopay - No contracts reviewed | G |  |
| 0140-144 | Visa 0863 | 2013 | 3/20/2013 | Wednesday | Dominos. St. George | Restaurant | 48.85 | Questionable | Yes | Yes | No | Personal | Per diem paid. Dinner receipt. No names or description. | H | F |
| 0140-144 | Visa 0863 | 2013 | 3/20/2013 | Wednesday | Players Sports Grill - St. George | Restaurant | 50,93 | Questionable | Yes | Yes | No | Personal | Per diem paid. Lunch receipt for 3 entrees. No names or description. | H | F |
| 0140-144 | Visa 0863 | 2013 | 3/16/2013 | Saturday | ADT Security Services | Security | 26.57 | Reasonable | No | No | No. | Businies | Autopay : No Eontracts reviewed | G |  |
| 0140-144 | Visa 0863 | 2013 | 3/1/12013 | Saturday | ADT Security Services | Security | 26.57 | Reasonable | No | No | No | Business | Autopay - No contracts reviewed | G |  |
| 0108 | Visis 0863 | 2011 | 5/10/2011 | Tuesday | C-A-L Ranch Stores American Fork | Asset | 24551 | Questionable | No | No | No | Perisonal | Whar was purchased? No documentation. | F |  |
| 0140-144 | Visa 0863 | 2013 | 3/19/2013 | Tuesday | Batteries plus-Washington, UT | Asset | 69.04 | Questionable | No | No | No | Business | What was purchased? No docurnentation, | F |  |
| 0140-144 | Visa 0863 | 2013 | 3/21/2013 | Thursday | Wingate By Wyndham-St: George | Travel | 352.36 | Reasonable | No | No | No | Business | Appears to be business travel but no explanation | F |  |
| 0203 | Visa 0863 | 2011 | 5/11/2011 | Wednesday | C.A-L Ranch Stores American Fork | Asset | 327.72 | Questionable | No | No | No | Personal | What was purchased? No documentation. | F |  |
| ISSD-0241 | Zion 5358 | 2013 | 5/9/2013 | Thursday | Dominos-St: George | Restaurant | 34.94 | Questionable | Yes | No | No | Business | per diem paid Travel | H | F |
| 1s5D-0050 | Cap One 3923 | 2011 | 5/12/2011 | Thursday | C-A-LRanch Stores Spanish Fork, UT | Asset | 149.44 | Questionable | No | No | No | Personal | Merchandise Store | F |  |
| 0149.153 | Visa 0863 | 2013 | 5/10/2019 | Friday | regy Sports Grill - St George | Restaurant | 45.91 | Questionable | Yes | Yes | No | Personal | Perdiem paid. One dollar difference from recelpt to statement (NMEN) | H | F |
| 1550-0234 | Zion 5358 | 2013 | 3/26/2013 | Tuesday | PayPal AWW WIntermo | Misc | 345.00 | Reasonable | No | No | No | Business | \|AWWA | G |  |
| $0145-148$ | Visso 0863 | 2013 | 4/16/2013 | Tuesday | ADT Sesurity Seivices | Security | 28.36 | Reasonable | No | No | No | Business | Autopay - No contracts reviewed | G |  |
| 0110 | Visa 0863 | 2011 | 6/29/2011 | Wednescday | Home Depot - Park City | Asset | 192.01 | Questionable | No | No | No | Personal | What was purchased? No documentation. | 1 |  |
| 0110 | Visa 0863 | 2011 | 6/30/2011 | Thursday | Home Depot - Park city | Asset | 209.58 | Questionable | No | No | No | Personal | What was purchased? Nodocumentation. | 1 |  |
| $0145-148$ | Visa 0863 | 2013 | 4/126/2013 | Tuesday | ADT Security Services | Security | 28.36 | Reasonable | No | No | No | Business | Autopay - No contracts reviewed | ${ }_{5}$ |  |
| 0145-148 | Visa 0863 | 2013 | 4/126/2013 | Tuesday | ADT Security Services | Searrity | 28.36 | Reasonable | No | No | No | Business | Autopay - No contracts reviewed | G | $\cdots$ |
| 0110 | Visa 0863 | 2011 | 7/8/2011 | Friday | Sweeney Enterprises-TX | Asset | 753.34 | Questionable | No | No | No | Personal | Automated feeding systems | F |  |
| JSSD-0273 | Zion 5358 | 2013 | 9/12/2013 | Thursday | Shorty's Diner Hailey; in | Restaurant | 36.50 | Questionable | Yes | No | Yes | Businass | Per diem paidd Meeting about rights; attorney issues | H | F |
| 0110 | Visa 0863 | 2011 | 7/27/2011 | Wednesday | Quality Ford-Tooele UT | Asset | 780.00 | Questionable | No | No | No | Personal | Was this equipment? | F |  |
| 0113 | Visa 1886 | 2021 | 10/20/2011 | Thirsday | Home Depot- Park City | Asset | 338.10 | Questionable | No | No | No | Personal | What was purchased? Nodiccumentation. | 1 |  |
| ISSD-1152 | Zions 5457 | 2012 | 4/25/2013 | Thursday | Valley Kubota Heber City, UT | Asset | 72.84 | Reasonable | No | No | No | Business | Kubota | $G$ |  |
| 0113 | Visa 0863 | 2011 | 10/25/2011 | Tuesday | Home Depot - Park City | Asset | 269.88 | Questionable | No | - ${ }^{\text {o }}$ | Na | Persional | What was purchased? No documentation/: | $\underline{1}$ |  |
| 0117 | Visa 0863 | 2012 | 2/1/2012 | Wednesday | Home Depot - Park City | Asset | 360.09 | Questionable | No | No | No | Personal | Statement cutoff and hard to read | 1 |  |
| 15SD-0243 | Zions 5457 | 2013 | 5/8/2013 | Wednesday | Cracker Barrel St, George, iT | Restaurant | 25.35 | Questionable | No. | No. | No | Business | perdiempaid Travel | H | 6 |
| 00149-153 | Visa 0863 | 2013 | 5/8/2013 | Wednesday | CCMikelsons - Nephi | Restaurant | 38.12 | Questionable | No | No | No | Personal | Per diem paid | H | F |
| 0120 | Visa 0863 | 2012 | 5/15/2012 | Tuesday | Home Depot-ParkCity, | Asset | 83.21 | Questionable | No | No | No | Personal | What was purchased? No documentation. | 1 |  |
| $0149-153$ | Visa 0863 | 2013 | 5/11/2013 | Saturday | Igeys Sports Grill - St George | Restaurant | 30.58 | Questionable | No | No | No | Personal | Per diem paid | H | F |
| 0121 | Visa 0863 | 2012 | 6/21/2012 | Thursday | Home Depot - Park City | Asset | 120.94 | Questionable | No | 2 ${ }^{2}$ No. | No | Personal | What Was purchased? No docilimentation. | 1 |  |
| 0149-153 | Visa 0863 | 2013 | 5/16/2013 | Thursday | ADT Security Services | Security | 28.36 | Reasonable | No | No | No | Business | Autopay - No contracts reviewed | $\underline{G}$ |  |
| 0149-153 | Visa 0863 \% | - 2013 | 5/16/2013 | Thursday | ADT Security Services | Security | 28.36 | Reasonable | No | No | No | Business | Aitiopay - No contracts reviewed | G | +1.) |




| Reff | Card | $\left.\begin{array}{\|c} \text { calentar } \\ \text { Year } \end{array} \right\rvert\,$ | $\begin{array}{r} \text { Trassaction } \\ \text { Date } \end{array}$ | Day of the week | Transaction Description | Category | Amount | Appears | $\begin{array}{\|l} \text { Reccipt } \\ \text { Provided } \end{array}$ | Hemised | $\begin{gathered} \text { Written } \\ \text { Comments on } \\ \text { Receipt } \end{gathered}$ | $\begin{array}{\|c} \text { Betermination of } \\ \text { Business or Personal } \end{array}$ | Determination Reason | $\begin{aligned} & \text { Notes from } \\ & \text { 3J5SD8L-10 } \end{aligned}$ | Notes from 3ISSDBE-40 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 555-0211 | ZIion 5358 | 2013 | 2/20/2013 | Wednestay | The Fower Marker St. George, UT | Misc | 74.31 | Reasonable | Yes | Yes | No | Business | Get well soon at Dixie | ${ }^{6}$ |  |
| 5550.0211 | 2 zon 5358 | 2013 | 3/8/2013 | Friday | Five Penny AFloral Company Heber | Misc | 79.69 | Reasomale | No | No | No | Personal |  |  |  |
| 1550.0248 | Zion 5358 | 2013 | 5/22/2013 | Wednestay | Flower Patch | Misc | 68.07 | Reasonable | Yes | Yes | No | Personal | It's a girl balloon and teddy bear; Emily Scow Women's Center | 6 |  |
| 5550.0313 | zion 5358 | 2013 | 12/5/2013 | Thurstay | Caesar's Place ADV SSSW L Las Vegas | Travel | (131.04) | Questionable | No | No | No | Business |  | F |  |
| 1550.0313 | Zion 5358 | 2013 | 122/5/2013 | Thursday | Casar's Place ADV RSVW Las Vegas | Travel | (131.04) | questionable | No | No | No | Business |  | F |  |
| 1550-0313 | Zion 5358 | 2013 | 12/5/2013 | Thurstar | Casars's Place ADV RSVN Las veas | Travel | (131.04) | questionable | No | No | No | Business | \% | F |  |
| 1550-2299 | Zion 5358 | 2013 | 10/23/2013 | Wednestay | Five Penny A Fioral Company Heber | Misc | 106.25 | Reasonable | No | No | No | Personal |  | ${ }_{-} 6$ |  |
| 1550.0313 | ZIon 5358 | 2013 | 12/11/2013 | Wednestay | So PT Garden Buftet Las Vegas | Restaur | 45.08 | Questionale | No | No | No | Business. | perdiem jaid | H | F |
| 0.64 .1 .67 | Visa 0863 | 2013 | 9/13/2013 | Friday | Sun Valley Cor. Sun Valey, 10 | Travel | 441.78 | Reasonable | Yes | Yes | No | Business | Looks like a hotel for 3 nights and buisness listed is American Waterworks | G |  |
| 0171,73-175 | Visa863 | 2013 | 12/17/2013 | Tuesday | ADT Security Serices | Securtiy | -28.36 | Reasonable | No | No | No | Business: | Autopay - N co contrats freviewed | 6 |  |
| 0771,173.175 | Vis 0863 | 2013 | 12/17/2013 | Tuestay | ADT Security Serices | Security | 28.36 | Reasonabie | No | No | No | Business | Autopay - No contracts reviewed | 6 |  |
| 0171,173:175 | Vis 0863 | 2013 | 12/17/2013 | Tuessay | ADT Sececrity Senvices | Security | - 2836 | Reasonable | No | No | No | Bushins | Autropay - No contrats reviewed | 6 |  |
| $1550-1169$ | Zions 5457 | 2012 | 8/7/2012 | Tuessay | WM Supercenter 44596 Heber C Civ, UT | Misc | 66.97 | Reasonable | Yes | Yes | Yes | Business | First aid kit and equipment for trip to Daniels and Strawberry | 。 |  |

Various Tables Tab: -This tab sumamrizes 'All Data' table for various items: supported/unsupported transactions; OSA assigned category totals; total by credit card. Data highlighted in green is included in our writeup 3IS5D8L-10 in a table format.
Unsupported purchases

| Receipt Provided (Multiple Items) |
| :--- |


3JSSD8L-10A

$$
\begin{array}{llr} 
& & \\
& & \\
& & \\
& & \\
& \text { Sum of Amount } \\
& \\
\text { Row Labels } \\
& & \\
& & \\
& & \\
\text { Asset } & \$ & 27,755.71 \\
\text { Finance Charges } & \$ & 1,426.84 \\
\text { Gas 5tation } & \$ & 9,011.94 \\
\text { Grocery } & \$ & 18,746.93 \\
\text { Internet } & \$ & 8,442.56 \\
\text { Misc } & \$ & 31,502.47 \\
\text { Restaurant } & \$ & 10,837.55 \\
\text { Security } & \$ & 4,799.10 \\
\text { Travel } & \$ & 19,007.02 \\
\hline \text { Grand Total } & \$ & 131,530.12
\end{array}
$$




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| Chase 6315 |
| :--- |
| Visa 0863 |
| Zion 5358 |
| Zions 5457 |
| Grand Total |

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| ${ }^{\text {a }}$ |
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|  |


| Summary of Notes Tab: This tab is a summary of the amounts that correspond to to the note references on |
| :--- |
| the "ALL DATA" tab of this spreadsheet. $\quad$ These notes also correspond to notes on 3JSSD8L-10. |

 | Questionable |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| Asset |
| Gas Station |
| Grocery |

3JSSD8L-10A
Excise Tax Credit Tab: We obtained Fuelman invoices for JSSD from Alice Hafkey, Business Manager, FleetCor, for the months listed below and obtained the amounts spent on fuel and the excise tax credit (see columns A \& C). We re-calculated the rate of the excise tax credit for the purpose of obtaining an average rate to estimate the lost excise tax credit from Non-Fuelman gas station fuel purchases. We believe that the excise tax rate applied during the time period below is representative of the audit period and is sufficient to use for our estimate. Further $t / w$ is NCN.

| Year | Month | A Base Price | $\begin{gathered} B=C / A \\ \text { Rate } \end{gathered}$ | $\begin{gathered} \text { C } \\ \text { Excise Tax Credit } \end{gathered}$ |
| :---: | :---: | :---: | :---: | :---: |
| 2012 | December | 3,749.25 | 0.0815950 | 305.92 |
| 2013 | January | 3,875.77 | 0.0927351 | 359.42 |
| 2013 | February | 4,001.71 | 0.0803981 | 321.73 |
| 2013 | March | 3,993.71 | 0.0803188 | 320.77 |
| 2013 | April | 4,672.51 | 0.0782470 | 365.61 |
| 2013 | May | 4,251.89 | 0.0778901 | 331.18 |
| 2013 | June | 4,304.88 | 0.0735491 | 316.62 |
| 2013 | July | 4,501.20 | 0.0745112 | 335.39 |
| 2013 | August | 4,305.60 | 0.0737621 | 317.59 |
| 2013 | September | 4,476.62 | 0.0734483 | 328.80 |
| 2013 | October | 4,721.94 | 0.0793975 | 374.91 |
| 2013 | November | 3,569.29 | 0.0842773 | 300.81 |
| 2013 | December | 4,049.22 | 0.0878219 | 355.61 |
| 2014 | January | 3,683.41 | 0.0887221 | 326.80 |
| 2014 | February | 3,299.51 | 0.0872827 | 287.99 |
|  | Average |  | $0.0809304$ |  |

Fuel Charged on Credit Card
(from "Sum of Notes" tab)
Ave Charged on Credr Card
Average Excise Tax Credit Rate
Total Lost Excise Tax Credit
(1) $9,011.94$
(2) $8.09304 \%$
729.34 3JSSD8L-10, note B


| Post August 2012 | Receipt Analysis Data Tab； | This tab contains an extract from the＂ALL DATA＂tab including |
| :--- | :--- | :--- | :--- |
| purchases made on or after August 14th，2012． | All receipts were required to be retained after this point． | See note C | purchases made on or after August 14th， 2012 ．All receipts were req

on 3JSSDBEL－10 for further detail concerning，the retention of freceipts． Ional Instruments Corpni．com
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nbara Restaurant Salt Lake City





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3JSSD8L-10A
Post August 2012 Receipt Analysis Tab: This tab shows credit card purchase documentation patterns after
8/14/2012

| Note: The charts below include all credit card transactions on or after the JSSD Board of Directors Meeting on |
| :--- |
| August 14th, 2012, which is when the audit finding related to credit card receipts was discussed (seer 3JSSD8L- |
| 10 Note C). The pivot tables below are linked to the Post Aug 2012 receipt $\quad$ Data" tab of this spreadsheet. |

Chart 1 shows if a receipt was provided as



Gas Station Tab: This tab extracts all purchases in the Gas Station category from the "ALL DATA" tab of this
spreadsheet and breaks them out into the various dollar amount ranges listed below. The following tab, "Gas Chart", is a visual representation of the data on this tab.






Gas Station Graphic Tab:

| JSSD Number and \% of Total Gas Station Purchases Made on Credit Card |
| :---: | :---: | :---: | :---: |
| (Instead of Gas Card) by $\$$ Increment |
| $1 / 2008$ to $12 / 2013$ |


3JSSD8L-10A

| Grocery Analysis Tab: This is an extract of the purchases at grocery stores from the All Data tab. We have identified the number of transactions, sum, and average number of purchases per week for each year. See Note C. |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Year | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | Total |
| Trans count | 96 | 76 | 40 | 49 | 36 | 15 | 312 |
| Yearly Sum | \$7,077.54 | \$3,368.33 | \$2,318.29 | \$3,017.90 | \$1,929.74 | \$1,035.13 | \$18,746.93 |
| Avg \# of purch per week | 1.85 | 1.46 | 0.77 | 0.94 | 0.69 | 0.29 |  |
| Day's mkt acct yrly sum | 2,838.23 | 2,223.40 | 2,527.87 | 5,267.00 | 6,564.70 | 6,696.12 | 26,117.32 |
| Total grocery | \$9,915.77 | \$5,591.73 | \$4,846.16 | \$8,284.90 | \$8,494.44 | \$7,731.25 |  |





| Ref\# | Card | Calendar Year | Transaction Da: Day of the We | Transaction Description | Category | Amount | count |  | m | avg/week |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 0071 | Visa 0863 | 2008 | 11/20/08 Thursday | Smiths Food - Heber City | Grocery | 26.64 |  |  |  |  |
| 0071 | Visa 0863 | 2008 | 11/24/08 Monday | Smiths Food - Heber City | Grocery | 93.15 |  |  |  |  |
| JSSD-0026 | Cap One 2520 | 2008 | 12/01/08 Monday | Smiths Food - Heber City | Grocery | 132.78 |  |  |  |  |
| JSSD-0026 | Cap One 2520 | 2008 | 12/05/08 Friday | Smiths Food - Heber City | Grocery | 76.20 |  |  |  |  |
| 0072 | Visa 0863 | 2008 | 12/09/08 Tuesday | Smiths Food - Heber City | Grocery | 348.50 |  |  |  |  |
| JSSD-0026 | Cap One 5994 | 2008 | 12/10/08 Wednesday | Days Market - Heber City | Grocery | 38.91 |  |  |  |  |
| 0072 | Visa 0863 | 2008 | 12/23/08 Tuesday | Smiths Food - Heber City | Grocery | 127.41 |  |  |  |  |
| JSSD-0027 | Cap One 5994 | 2008 | 12/29/08 Monday | Smiths Food - Heber City | Grocery | 13.26 |  |  |  |  |
| 0073 | Visa 0863 | 2008 | 12/29/08 Monday | Smiths Food - Heber City | Grocery | 100.59 |  | 96 | 7077.54 | 1.846154 |
| 0073 | Visa 0863 | 2009 | 01/06/09 Tuesday | Smiths Food - Heber City | Grocery | 94.98 |  |  |  |  |
| 0073 | Visa 0863 | 2009 | 01/14/09 Wednesday | Smiths Food - Heber City | Grocery | 172.06 |  |  |  |  |
| 0073 | Visa 0863 | 2009 | 01/20/09 Tuesday | Smiths Food - Heber City | Grocery | 97.16 |  |  |  |  |
|  | Cap One 5994 | 2009 | 01/21/09 Wednesday | Smiths Food - Heber City | Grocery | 22.09 |  |  |  |  |
|  | Cap One 5994 | 2009 | 01/22/09 Thursday | Smiths Food - Heber City | Grocery | 54.82 |  |  |  |  |
|  | Cap One 5994 | 2009 | 01/26/09 Monday | Smiths Food - Heber City | Grocery | 53.27 |  |  |  |  |
|  | Cap One 5994 | 2009 | 01/28/09. Wednesday | Smiths Food - Heber City | Grocery | 63.42 |  |  |  |  |
|  | Cap One 5994 | 2009 | 01/29/09 Thursday | Smiths Food - Heber City | Grocery | 28.04 |  |  |  |  |
|  | Cap One 5994 | 2009 | 02/02/09 Monday | Smiths Food - Heber City | Grocery | 15.82 |  |  |  |  |
|  | Cap One 5994 | 2009 | 02/03/09 Tuesday | Smiths Food - Heber City | Grocery | 45.38 |  |  |  |  |
|  | Cap One 5994 | 2009 | 02/04/09 Wednesday | Smiths Food - Heber City | Grocery | 41.74 |  |  |  |  |
| 0074 | Visa 0863 | 2009 | 02/09/09 Monday | Smiths Food - Heber City | Grocery | 11.38 |  |  |  |  |
| 0074 | Visa 0863 | 2009 | 02/10/09 Tuesday | Smiths Food - Heber City | Grocery | 12.70 |  |  |  |  |
| 0074 | Visa 0863 | 2009 | 02/11/09 Wednesday | Smiths Food - Heber City | Grocery | 44.87 |  |  |  |  |
| 0074 | Visa 0863 | 2009 | 02/12/09 Thursday | Smiths Food - Heber City | Grocery | 178.64 |  |  |  |  |
| 0074 | Visa 0863 | 2009 | 02/17/09 Tuesday | Smiths Food - Heber City | Grocery | 23.59 |  |  |  |  |
| 0074 | Visa 0863 | 2009 | 02/20/09 Friday | Smiths Food - Heber City | Grocery | 26.19 |  |  |  |  |
| 0074 | Visa 0863 | 2009 | 02/23/09 Monday | Smiths Food - Heber City | Grocery | 91.15 |  |  |  |  |
| 0075 | Visa 0863 | 2009 | 02/25/09 Wednesday | Smiths Food - Heber City | Grocery | 132.66 |  |  |  |  |
| 0075 | Visa 0863 | 2009 | 03/02/09 Monday | Smiths Food - Heber City | Grocery | 35.68 |  |  |  |  |
| JSSD-0028 | Cap One 5994 | 2009 | 03/03/09 Tuesday | Smiths Food - Heber City | Grocery | 57.60 |  |  |  |  |
| 0075 | Visa 0863 | 2009 | 03/03/09 Tuesday | Smiths Food - Heber City | Grocery | 52.75 |  |  |  |  |
| JSSD-0028 | Cap One 2520 | 2009 | 03/04/09 Wednesday | Smiths Food - Heber City | Grocery | 4.83 |  |  |  |  |
| JSSD-0028 | Cap One 2520 | 2009 | 03/05/09 Thursday | Smiths Food - Heber City | Grocery | 5.43 |  |  |  |  |

avg/week

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| Ref\# | Card | Calendar Year | Transaction Da Day of the W | Transaction Description | Category | Amount | count |  | sum | avg/week |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 0078 | Visa 0863 | 2009 | 06/15/09 Monday | Smiths Food - Heber City | Grocery | 83.76 |  |  |  |  |
| 0078 | Visa 0863 | 2009 | 06/16/09 Tuesday | Smiths Food - Heber City | Grocery | 60.96 |  |  |  |  |
| 0078 | Visa 0863 | 2009 | 06/18/09 Thursday | Reams Boots and Jeans - Heber | Grocery | 90.83 |  |  |  |  |
| 0078 | Visa 0863 | 2009 | 06/22/09 Monday | Smiths Food - Heber City | Grocery | 19.97 |  |  |  |  |
| 0078 | Visa 0863 | 2009 | 06/23/09 Tuesday | Smiths Food-Heber City | Grocery | 49.56 |  |  |  |  |
| 0079 | Visa 0863 | 2009 | 06/30/09 Tuesday | Smiths Food - Heber City | Grocery | 57.98 |  |  |  |  |
| 0079 | Visa 0863 | 2009 | 07/09/09 Thursday | Smiths Food-Heber City | Grocery | 23.52 |  |  |  |  |
| 0079 | Visa 0863 | 2009 | 07/14/09 Tuesday | Smiths Food - Heber City | Grocery | 37.89 |  |  |  |  |
| 0079 | Visa 0863 | 2009 | 07/23/09 Thursday | Smiths Food-Heber City | Grocery | 52.28 |  |  |  |  |
| 0080 | Visa 0863 | 2009 | 08/03/09 Monday | Smiths Food - Heber City | Grocery | 23.59 |  |  |  |  |
| JSSD-0034 | Cap One 5994 | 2009 | 09/21/09 Monday | Smiths Food-Heber City | Grocery | 24.25 |  |  |  |  |
| JSSD-0034 | Cap One 5994 | 2009 | 10/08/09 Thursday | Smiths Food-Heber Clity | Grocery | 18.50 |  |  |  |  |
| 0082 | Visa 0863 | 2009 | 10/14/09 Wednesday | Smiths Food-Heber City | Grocery | 47.08 |  |  |  |  |
| JSSD-0035 | Cap One 5994 | 2009 | 10/19/09 Monday | Walmart - Park City | Grocery | 11.58 |  |  |  |  |
| 0082 | Visa 0863 | 2009 | 10/20/09 Tuesday | Smiths Food - Heber City | Grocery | 28.10 |  |  |  |  |
| 0083 | Visa 0863 | 2009 | 11/09/09 Monday | Smiths Food-Heber City | Grocery | 80.62 |  |  |  |  |
| .JSSD-0036 | Cap One 5994 | 2009 | 11/16/09 Monday | Smiths Food-Heber City | Grocery | 23.77 |  |  |  |  |
| 0083 | Visa 0863 | 2009 | 11/24/09 Tuesday | Smiths Food - Heber City | Grocery | 30.83 |  |  |  |  |
| 0084-85 | Visa 0863 | 2009 | 12/14/09 Monday | Smiths Food - Heber City | Grocery | 65.46 |  | 76 | 3,368.33 | 1.461538 |
| 0086-87 | Visa 0863 | 2010 | 01/12/10 Tuesday | Smiths Food-Heber City | Grocery | 196.51 |  |  |  |  |
| 0086-87 | Visa 0863 | 2010 | 01/26/10 Tuesday | Smiths Food - Heber City | Grocery | 60.88 |  |  |  |  |
|  | Cap One 5994 | 2010 | 02/01/10 Monday | Days Market - Heber City | Grocery | 12.12 |  |  |  |  |
| 0088-89 | Visa 0863 | 2010 | 02/03/10 Wednesday | Smiths Food-Heber City | Grocery | 10.99 |  |  |  |  |
| 0088-89 | Visa 0863 | 2010 | 02/08/10 Monday | Smiths Food-Heber City | Grocery | 84.84 |  |  |  |  |
| JSSD-0038 | Cap One 5994 | 2010 | 02/18/10 Thursday | Smiths Food - Heber City | Grocery | 26.98 |  |  |  |  |
| 0088-89 | Visa 0863 | 2010 | 02/23/10 Tuesday | Smiths Food-Heber City | Grocery | 23.60 |  |  |  |  |
| 0090-91 | Visa 0863 | 2010 | 03/08/10 Monday | Smiths Food-Heber City | Grocery | 63.78 |  |  |  |  |
| JSSD-0039 | Cap One 5994 | 2010 | 03/24/10 Wednesday | Smiths Food - Heber City | Grocery | 36.21 |  |  |  |  |
| 0092-93 | Visa 0863 | 2010 | 03/29/10 Monday | Smiths Food-Heber City | Grocery | 78.35 |  |  |  |  |
| 0092-93 | Visa 0863 | 2010 | 04/05/10 Monday | Smiths Food-Heber City | Grocery | 14.38 |  |  |  |  |
| 0092-93 | Visa 0863 | 2010 | 04/20/10 Tuesday | Smiths Food- Heber City | Grocery | 94.43 |  |  |  |  |
| 0094-95 | Visa 0863 | 2010 | 05/11/10 Tuesday | Smiths Food - Heber City | Grocery | 107.42 |  |  |  |  |
| 0094-95 | Visa 0863 | 2010 | 05/25/10 Tuesday | Smiths Food - Heber City | Grocery | 40.46 |  |  |  |  |


| Ref\# | Card | Calendar Year | Transaction Da: Day of the W | Iransaction Description | Category | Amount | count |  | m | avg/week |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| JSSD-0041 | Cap One 5994 | 2010 | 06/01/10 Tuesday | Smiths Food-Heber City | Grocery | 20.16 |  |  |  |  |
| 0096-97 | Visa 0863 | 2010 | 06/07/10 Monday | Smiths Food-Heber City | Grocery | 83.55 |  |  |  |  |
| 0096-97 | Visa 0863 | 2010 | 06/08/10 Tuesday | Days Market - Heber City | Grocery | 20.11 |  |  |  |  |
| 0098-99 | Visa 0863 | 2010 | 07/06/10 Tuesday | Smiths Food-Heber City | Grocery | 51.14 |  |  |  |  |
| 0098-99 | Visa 0863 | 2010 | 07/13/10 Tuesday | Smiths Food-Heber City | Grocery | 89.70 |  |  |  |  |
| 0098-99 | Visa 0863 | 2010 | 07/19/10 Monday | Smiths Food-Heber City | Grocery | 73.35 |  |  |  |  |
| 0098-99 | Visa 0863 | 2010 | 07/19/10 Monday | Smiths Food-Heber City | Grocery | 17.60 |  |  |  |  |
|  | Cap One 5994 | 2010 | 07/26/10 Monday | Smith's Food \#4063 Heber City, UT | Grocery | 9.79 |  |  |  |  |
| 0100 | Visa 0863 | 2010 | 08/03/10 Tuesday | Smiths Food - Heber City | Grocery | 15.35 |  |  |  |  |
| 0100 | Visa 0863 | 2010 | 08/09/10 Monday | Smiths Food-Heber City | Grocery | 58.29 |  |  |  |  |
| 0100 | Visa 0863 | 2010 | 08/11/10 Wednesday | Smiths Food-Heber City | Grocery | 144.18 |  |  |  |  |
| 0100 | Visa 0863 | 2010 | 08/17/10 Tuesday | Smiths Food - Heber City | Grocery | 100.93 |  |  |  |  |
|  | Cap One 5994 | 2010 | 08/19/10 Thursday | Smith's Food \#4063 Heber City, UT | Grocery | 17.36 |  |  |  |  |
| 0100 | Visa 0863 | 2010 | 08/23/10 Monday | Smiths Food-Heber City | Grocery | 44.57 |  |  |  |  |
| 0101 | Visa 0863 | 2010 | 08/30/10 Monday | Smiths Food-Heber City | Grocery | 39.19 |  |  |  |  |
| 0101 | Visa 0863 | 2010 | 09/09/10 Thursday | Smiths Food - Heber City | Gracery | 57.69 |  |  |  |  |
| 0101 | Visa 0863 | 2010 | 09/14/10 Tuesday | Smiths Food-Heber City | Grocery | 116.82 |  |  |  |  |
| 0101 | Visa 0863 | 2010 | 09/16/10 Thursday | Smiths Food-Heber City | Grocery | 51.43 |  |  |  |  |
| 0101 | Visa 0863 | 2010 | 09/20/10 Monday | Smiths Food-Heber City | Grocery | 47.71 |  |  |  |  |
| 0102 | Visa 0863 | 2010 | 09/29/10 Wednesday | Smiths Food-Heber City | Gracery | 80.74 |  |  |  |  |
| 0102 | Visa 0863 | 2010 | 10/12/10 Tuesday | Smiths Food-Heber City | Grocery | 117.14 |  |  |  |  |
| 0102 | Visa 0863 | 2010 | 10/27/10 Wednesday | Smiths Food-Heber City | Grocery | 19.10 |  |  |  |  |
| JSSD-0043 | Cap One 5994 | 2010 | 11/09/10 Tuesday | Smiths Food-Heber City | Grocery | 14.06 |  |  |  |  |
| 0103 | Visa 0863 | 2010 | 11/09/10 Tuesday | Smiths Food-Heber City | Grocery | 116.82 |  |  |  |  |
| 0103 | Visa 0863 | 2010 | 11/23/10 Tuesday | Smiths Food-Heber City | Grocery | 53.57 |  |  |  |  |
| 0103 | Visa 0863 | 2010 | 11/23/10 Tuesday | Smiths Food-Heber City | Grocery | 6.99 |  | 40 | 2318.29 | 0.769231 |
| 0104 | Visa 0863 | 2011 | 01/03/11 Monday | Smiths Food-Heber City | Grocery | 91.36 |  |  |  |  |
| 0104 | Visa 0863 | 2011 | 01/11/11 Tuesday | Smiths Food-Heber City | Grocery | 91.78 |  |  |  |  |
| 0104 | Visa 0863 | 2011 | 01/19/11 Wednesday | Smiths Food-Heber City | Grocery | 8.00 |  |  |  |  |
| 0104 | Visa 0863 | 2011 | 01/25/11 Tuesday | Smiths Food-Heber City | Grocery | 99.13 |  |  |  |  |
| 0105 | Visa 0863 | 2011 | 01/31/11 Monday | Smiths Food - Heber City | Grocery | 77.85 |  |  |  |  |
| 0105 | Visa 0863 | 2011 | 02/08/11 Tuesday | Smiths Food-Heber City | Grocery | 193.11 |  |  |  |  |
| 0105 | Visa 0863 | 2011 | 02/17/11 Thursday | Days Market-Heber City | Grocery | 32.74 |  |  |  |  |

sum avg／week

| 2011 | 03／03／11 Thursday | Smiths Food－Heber City |
| :---: | :---: | :---: |
| 2011 | 03／05／11 5aturday | Smiths Food－Heber City |
| 2011 | 03／08／11 Tuesday | Smiths Food－Heber City |
| 2011 | 03／13／11 Sunday | Smiths Food－Heber City |
| 2011 | 03／22／11 Tuesday | Smiths Food－Heber City |
| 2011 | 03／31／11 Thursday | Smiths Food－Heber City |
| 2011 | 04／19／11 Tuesday | Smiths Food－Heber City |
| 2011 | 05／02／11 Monday | Smiths Food－Heber City |
| 2011 | 05／09／11 Monday | Smiths Food－Heber City |
| 2011 | 05／17／11 Tuesday | Smiths Food－Heber City |
| 2011 | 06／01／11 Wednesday | Smiths Food－Heber City |
| 2011 | 06／14／11 Tuesday | Smiths Food－Heber City |
| 2011 | 06／28／11 Tuesday | Smiths Food－Heber City |
| 2011 | 07／12／11 Tuesday | Smiths Food－Heber City |
| 201 | 07／14／11 Thursday | Smiths Food－Heber City |
| 2011 | 07／21／11 Thursday | Smiths Food－Heber City |
| 2011 | 08／01／11 Monday | Smiths Food－Heber City |
| 2011 | 08／03／11 Wednesday | Smiths Food－Heber City |
| 2011 | 08／15／11 Monday | Smiths Food－Heber City |
| 2011 | 08／22／11 Monday | Smiths Food－Heber City |
| 2011 | 08／23／11 Tuesday | Smiths Food－Heber City |
| 2011 | 08／25／11 Thursday | Smiths Food－Heber City |
| 201 | 08／25／11 Thursday | Smiths Food－Heber City |
| 2011 | 08／31／11 Wednesday | Smiths Food－Heber City |
| 2011 | 09／06／11 Tuesday | Smiths Food－Heber City |
| 2011 | 09／07／11 Wednesday | Days Market－Heber City |
| 2011 | 09／13／11 Tuesday | Smiths Food－Heber City |
| 2011 | 09／20／11 Tuesday | Smiths Food－Heber City |
| 2011 | 09／26／11 Monday | Days Market－Heber City |
| 2011 | 10／03／11 Monday | Smiths Food－Heber City |
| 2011 | 10／12／11 Wednesday | Smiths Food－Heber City |
| 2011 | 10／17／11 Monday | Smiths Food－Heber City |
| 11 | 10／24／11 Monday | Smiths Food－Heber City |

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We noted that the yearly dollar amt spent at restaurants has
more than tripled since 2008 ( 2013 yearly sum compared to 2008
3J5SD8L-10A

| Sum of Amount Row Labels | Column Labels | Reasonable | Grand Total |
| :---: | :---: | :---: | :---: |
|  | Questionable |  |  |
| 2008 | 742.6 |  | 742.6 |
| 2009 | 414.01 |  | 414.01 |
| 2010 | 1013.273 |  | 1013.273 |
| 2011 | 2045.33 |  | 2045.33 |
| 2012 | 1777.6 | 352.44 | 2130.04 |
| 2013 | 1460.64 | 702 | 2162.64 |
| Grand Total | (2) 7453.453 | 1054.44 | 8507.893 |
|  | 3JSSD8L-10 Note D | Note D |  |
| Summary of rest. Charges also covered by Per Diem |  |  |  |
| Row Labels. ${ }^{\text {a }}$ Sum of Amount. |  |  |  |
| F | 1741.8 | Dan Matthew |  |
| $G$ | 466.43 | Darrel Scow |  |
| Grand Total | 2208.23 | See Note H |  |

$\square$

| Summary of all Restaurant charges by year |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Year | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 totals |  |
| trans count | 33 | 18 | 33 | 64 | 61 | 53 | 262 |
| yearly sum | 804.48 | 473.56 | 1,118.22 | 2,592.45 | 2,899.19 | 2,949.65-10,83 | . 55 |
| avg purch per week | 0.634615 | 0.346154 | 0.634615 | 1.230769231 | 1.173076923 | 1.019231 |  |







Special Project- Jordanelle SSD
3JSSD8L-15 Credit Card Assignments

## Purpose: Per audit step 3 on 3JSSD8L-AP

We obtained the credit card numbers, assignees, time period, and credit limit from the credit card statements
submitted to us by JSSD. We also reviewed the monthly JSSD Payment Report, which is a report that includes all
payments for the period for the Board's review and approval, for payments made to other credit card companies
not already listed below. We found no other payments and, therefore, consider our list of credit cards issued
below to be complete.
For the fuel card information, we obtained the PIN and assignee as well as the time period (based on when the PIN was activited) directly from State Fleet Services, who manages the Fuelman gas cards. Based on our review of the fuel card statements, information obtained from Fleet Services, and other information provided by JSSD (list of vehicles and employee assigned the vehicle, a complete JSSD employee listing) we consider our list of fuel card information to be complete.
The credit cards are currently issued only to management (the General Manager and Asst. Manager). Other than the issues discussed in Note $C$ below, we consider the remaining number of cards issued, assignees, number of gas card PIN's issued, to be reasonable. All information has been noted for further detailed testwork.
For the credit cards, see 3JSSD8L-10 for detailed testwork of transactions. For the gas cards, see 3JSSD8L-10 and 50 for detailed testwork of transactions.

## Time Period


3JSSD8L-15

| 6 | Chase 6315 | AOL | 2/9/2008-8/22/2009 | \$10,000 | B |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 7 | VISA 0863 | Dan Matthews, GM | 1/1/2008-Present | \$5,000 | C |
|  | Fuel PIN \# | Assignee | Time Period |  |  |
| 1 | 72634 | Dan Matthews, GM | 3/2/1999-Present |  |  |
| 2 | 65926 | Darrel Scow, Asst Mgr | 9/23/2009-Present |  |  |
| 3 | 66356 | Theresa Baronek, Clerk | 4/9/2012-Present |  |  |
| 4 | 93668 | Cameron Budd, Staff | 11/6/2008-8/17/2011 |  |  |
| 5 | 50481 | Kelvin Burgener, Staff | 9/23/2005-Present |  |  |
| 6 | 64927 | Janet Carson, Clerk | 9/23/2005-2/23/2012 |  |  |
| 7 | 62093 | Max Covey, Staff | 9/22/2005-Present |  |  |
| 8 | 54560 | Eric Davis, Staff | 11/6/2008-Present |  |  |
| 9 | 95455 | Mont Mair, Supervisor | 4/27/2007-Present |  |  |
| 10 | 48301 | Chance Morris, Staff | 6/16/2006-Present |  |  |
| 11 | 49162 | Shane Paddock, Supervisor | 9/22/2005-Present |  |  |
| 12 | 22428 | Lloyd Popp | 9/23/2005-12/15/2010 |  |  |
| 13 | 16241 | Doug Scow, Water Rights Sp | 10/22/2009-Present |  |  |
| 14 | 54735 | Kim Snyder, Staff | 9/24/2009-Present |  |  |
| 15 | 41078 | Lynn Sulser, Supervisor | 5/25/1999-Present |  |  |
| 16 | 10504 | Chad Wall | 9/23/2005-9/20/2011 |  |  |
| 17 | 31107 | Wade Webster, Staff | 5/3/2006-Present |  |  |


| Notes |
| :--- | :--- |
| A. Janet Carson's (former clerk) credit card was the primary card on the Capital One account. The credit limit was dependent on the |
| other Capital One card holders and increased throughout the time period. The card is no longer active. Noted for testwork |
| performed on 3JSSD8L-10. Further testwork here is NCN. |
| B. We noted that the Chase credit card was only used for recurring AOL Service payments ( See 3JSSD8L -10A). To the best of our |
| knowledge, the credit card is no longer active and the District no longer uses the AOL Service. |
| Further testwork is NCN. NEN |

c. We noted that Dan Matthews, General Manager, has been assigned two credit cards (for the CapOne 2520 and VISA 5358 the timing is staggered, so he had 2 credit cards for the entire audit scope period except for an approx 2 month window between w
the CapOne 2520 was closed and the VISA 5358 was opened). Based on auditor judgment, we do not believe it is reasonable that
Dan is assigned 2 credit cards. We also do not believe it is reasonable that his credit limit increased from $\$ 5,500$ to $\$ 10,0$ in 2012
when the VISA 5358 was opened - see info above. However, we are unsure whether the credit limit was increased because Dan
requested the larger credit limit, or because the credit card company granted the larger limit of its own accord. Regardless, we
believe this limit is too high for District purposes and represents an unnecessary risk. Because JSSD has several merchant a ccounts,
such as Day's Market (grocery), Home Depot, Reams, Staples (see 3JSSD8L-RVSPD where lines of credit are documented), we would
expect to see these categories of purchases go through the merchant accounts, which are subject to invoice review and approva I,
and represent less risk to the entity. Based on this, we believe JSSD requires only a small to moderate credit limit for occ asional,
out-of-the-ordinary purchases. Multiple cards and excessive credit limits increase the opportunities for improper purchases to be
made on JSSD credit cards and is an unwise business practice. We will issue 3JSSD8L-FRO1 in relation to this issue. Combined with
the lack of detailed Board review and unsupported credit card purchases documented on 3JSSD8L-10, this is considered a key
internal control weakness.

| JORDANELLE SPECLAL SERVICR DISTRICT | 3ISSD8L-20 |
| :--- | ---: |
| 3JSSD8L-20 JSSD Policies and Procedures |  |

PURPOSE: Per audit step 4 on 3JSSD8L-AP

TESTWORK: We requested a copy of JSSD's financial policies and procedures manual to determine the policy and procedures over credit card expenditures. See 3JSSD8L-35 for documentation of requests for records and JSSD's responses. After multiple requests, JSSD acknowledged they do not have a financial policy and procedure manual. On 3ISSD8L-35Cl JSSD states (through their attomey) that "JSSD does not have a "financial policies and procedures manual." As we've indicated in prior communications, JSSD complies with State law regarding the financial affairs of JSSD by following the Utah Municipal General Records Retention Schedule." This doesn't make sense as the Utah Municipal General Records Retention Schedule deals solely with record retention requirements and not financial policy and procedure requirements. Despite this, JSSD has sent small portions of written policies - generally only a couple pages which address a specific subject (personnel, purchasing, operation of sanitary sewer system, water shares, and vehicle use-See 3ISSD8L-35C2). However, the District does not have written policies relatèd to remainning ìmportant ìssues such as cash receipt handling, cash disbursements, etc. We noted during our review of board minutes on 3JSSD8L-05 that a cash handling policy was discussed during the 9/9/08 Board meeting and the Manager said he would draft a policy for JSSD. However, based on the lack of further discussion in the minutes and the current lack of policy, this was never followed -up by the Manager or the Board. We believe the lack of follow-up by the Manager and Board contributed to the lack of complete written policies and procedures.

Written policies and procedures are essential to a good control environment. Because JSSD has been in existence since 1993 and has operated for many years without a complete policies and procedures manual, this causes even further concern, especially since we have other concerns related to poor control environment at JSSD (see 3JSSD8L-30). We will issue 3ISSD8L-FR04 in relation to the lack of complete policies and procedures. We believe the lack of follow-up by the Manager and Board contributed to the lack of complete policies and procedures. This is considered a key internal control weakness. Also see 3ISSD8L-FR05 where we address control environment issues.

- based on our findings during detailed credit card testwork on 3ISSD8LL-10, it appears JSSD practice regarding credit card usage is deficient. Until recently, JSSD employees did not turn in supporting detailed documentation for most credit card transactions. Also, it appears the Board does not provide adequate oversight or perform a sufficient detailed review of credit card expenditures ? 1 ! We will issue 3ISSD8LFR01 from workpaper 3ISSD8L-10 in relation to the lack of detailed receipts. We will also address the lack of Board oversight/review on 3JSSDSL-RR01. This is considered a key internal control weakness.

Because we are already reviewing all credit card transactions for the period January 2008 December 2013 on 3JSSD8L-10 and concluding on propriety, this will not impact our credit card testwork. Further teswork related to JSSD policies and procedures is NCN.

SUMMARY: 3JSSD8L-FRR04 issued - key internal control weakness.
3JSSD8L-FR01 issued (see 3JSSD8L-10) - key internal control weakness.

| JORDANELLE SPECIAL SERVICE DISTRICT | 3JSSD8L-25F |
| :--- | ---: |
| 3JSSD8L-25F Interview with Board, Manager, Asst |  |
| Manager |  |

PURPOSE: Per audit step 5 on 3JSSD8L-AP. To interview the JSSD Board, Manager, and Assistant Manager.

TESTWORK: We issued the subpoenas included on 3ISSD8L-35J to all Board members; Dan Matthews, Manager; and Darrel Scow, Assistant Manager to appear for an interview related to our investigation. We negotiated with Mark Gaylord, JSSD Atty, and agreed to interview all of these individuals on Tuesday July 22, 2014 at the main JSSD offices in Heber City. Note: Kipp Bangerter, Board Member, was not available that day, but we were able to interview all others. We determined that scheduling another day to interview Mr. Bangerter was NCN because we interviewed six of $s$ even Board members, and because most of the pertinent information was available from Dan Matthews (as opposed to the Board members).

Before each interview, the individual was asked to take an oath to tell the truth.
We also asked each interviewee whether they desired Mark Gaylord, Attorney, Ballard Spahr, to be present during the interview. Note: We were informed in advance that Mark Gaylord would sit in during all interviews. We considered whether this could be considered a scope limitation as we felt some individuals may feel intimidated by the presence of the District's attorney, and that it did not lend itself to a candid interview. However, based on our review of standards, as well as discussion with Paul Tonks, OSA AG Rep, we determined that the i ndividuals have the right to have an attorney present, if desired. Therefore, we questioned each individual, and all affirmed they wanted to have Mark Gaylord present during the interview.

The responses noted below are not complete and are not meant to be a transcript of the interview, but merely to show the nature of the discussion and response sfrom each interviewee, as well as document important responses that have an impact on testwork and findings issued.

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JSSD Board - page 1/
Dan Matthews - page 8/
Darrell Scow - page 15/
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## INTERVIEW QUESTIONS FOR BOARD MEMBERS

1. How long have you been in office?

Greg McPhie (GM) - January 2011
Mike Kohler (MK) - Elected 2009, out for 2003 -2004, and then re -elected 2005
Kendall Crittenden (KC) - January 2005 for Wa satch County Council, July 2013 for JSSD
Steve Farrell (SF) - January 2005 for Wasatch County Council, July 2013 for JSSD
Jay Price (JP) - January 2003 for WC Council, 2003 or 2004 for JSSD

Steve Capson (SC) - Council and JSSD Board since January 2011
2. Which years has the Wasatch County Council also acted as the JSSD Board? Noted in 2005 minutes that County Council acted as the governing authority of JSSD. Changed to a separate Administrative Control B oard at some point, which was disbanded in May 2013 a nd went back to County Council.
MK - The Admin Control Board was created approx imately 2006 and then WC Council took over July 2013. UCA 17D-1-212 deals with governing body vs. administrative control board.
3. What are your duties or assignments?

All - Approve budget, attend meetings, visit facilities when needed, month -to-month duties, financials, approve expenditures, act as the legislative body.
4. Why has a complete written policy and procedure manual never been implemented? Multiple discussions over the years regarding need for policy (9/9/08 - cash handling policy; 2/12/13 -
aging report policy), but a complete manual never implemented.
GM - Thought they had one
MK - Have discussed time -to-time, have used $W$ asatch Cty as necessary
KC - In process no w
SF - Thought there was one patterned after the County
JP - They just issued an RFP for someone to write
SC - Started the process of writing in '11 or'12. Understaffing has caused delay
*We discussed recommendation of implementing financial policies an d procedures. See
3JSSD8L-20.
5. Why does ISSD purchase cattle and have it processed as a "charitable donation?" What law or policy allows JSSD to do this? This question is related to credit card testwork on 3JSSD8L-10. On August 15, 2008 paid $\$ 828.99$ to process; September 13, 2010 paid $\$ 517.31$ to process; August 22, 2011 paid $\$ 558.00$ to process; September 6, 2012 paid $\$ 496.50$ to process. Total amount charged to JSSD credit cards (for processing only, does not include purchasing the beef) from 2008 to 2012 was $\$ 2,400.80$. **Board adopted policy 10/12/11 describing participation in the community or charitable programs and the Jr. Livestock - request copy.
GM - Hasn't seen the policy
JP - They talk before the livestock auction and decide what to buy. Jay buys the animals. Use for employee social or give to the Boy Scouts
*We requested a copy of the policy .
*Update: Initially, our understanding was that government entities could not make charitable donations unless it was related to the purpose/function o f the govt entity. However, based on additional research, we determined this is not the case, and JSSD's donations to the livestock auction do not violate State law. Therefore, further testwork related to the livestock auction is NCN. NEN
6. What a re your procedures for expenditure approval? Do you perform a detailed review of credit card and other expenditures before approval? How did you approve the credit card disbursement $s$ with so few detailed receipts or explanation of business purpose? After 8/14/12,
which is when the $1{ }^{\text {st }}$ credit card finding issued by auditors was discussed in Bd mtg, only $44.9 \%$ of transactions (141 of 314) were backed -up by receipt, of which only 108 were itemized, and only 33 had some explanation of business purpose.
All-Receive a copy of the payment report 4-7 days in advance of the Boardmeeting. Can request more information when necessary. Look for large expenditures or ones that look atypical. Generally don't do a detailed review, but do ask questions sometime $s$.
*We let all Board members know that we expect a finding and recommendation regarding documentation of credit card transactions in our final report. See 3JSSD8L-10.
7. Where does JSSD receive Sirius Radio? This question is related to credit card testwork on 3JSSD8L-10. The provided credit card records indicate that starting July 22, 2008 JSSD paid one annual subscription for satellite radio and did so each year through 7/10/2013. On March $11^{\text {th }}$, 2012 a second subscription was started and on October 22, $2 \quad 013$ a third subscription was started. Each subscription appears to be an annual "all access" si ngle user account ranging from 121 to 241 dollars per annum.
JP - Knew about it, but no big deal. Business purpose would be to keep employee morale high er beca use they are traveling to distant locations.
Remaining Board members were not aware of the subscriptions.
8. Where does JSSD receive DirectTV? This question is related to credit card testwork on 3JSSD8L10. The provided credit card records indicate that starting July 18, 2012 JSSD pays a monthly subscription for satellite telev ision service. For the first 13 months the monthly charge ranged from 61 to 69 dollars. On October 18, 2013 the monthly charge changed to 117 dollars. JP - Here at the main office Remaining Board members did not know .
9. How many employees have take -home privileges of JSSD vehicles? Who reviews their fuel usage (Fuelman reports)? Is the personal use/commute included in the employees' income as a taxable benefit as required by IRS Publication $15-B$ ? The JSSD policy refers to a "fuel record" which must be maintained in the car - who maintains or reviews these fuel records? We have found instances of unusually low fuel efficiency, inaccurate odometer readings, fre quent fuel purchases, and purchases on Fuelman and on credit card within 2 days, including some on the same day - who reviews for these types of occurrences?
All - Management and on -call employees. The Board, generally, does not review the Fuelman statements. Darrel Scow might review them. None of the Board members knew how the vehicle/gas card usage should be handled with regard to IRS Publication 15 -B.
*We recommended the Board and Counsel review the IRS Publication and determine the effect on employee taxable income. See 3JSSD8L-50.

| Cap One 2520 | Dan Matuhews |  |
| :---: | :---: | :---: |
| Yisa 0863 | Ban Mathews |  |
| Zion 5358 | Ban Mathew |  |
| Card | Multiple Itemser |  |
| Sum of Amount Row Labels | Column Labels $\square$ <br> Gas Station | Grand Total |
| 2008 | 4,342.76 | 4.342 .76 |
| 2009 | 2,288.91 | 2,268.91 |
| 2010 | 190.61 | 190.61 |
| 2011 | 781.98 | 781.98 |
| 2012 | 580.38 | 580.38 |
| 2013 | 528.36 | 528.36 |
| Grandilotal | ). 8.693 .00 | 8.693 .00 |


10. What is your understanding of the required retention for closed meeting minutes and recordings? Why were recordings, which are required to be retained permanen tly, maintained on a laptop? Where have the public meeting minutes been stored? Where are the recordings/minutes that were not maintained by Janet Carson (Janet was employed 2002 2012, but JSSD was created in 1995), or before digital recording was impl emented (approx. 2006 - 2008)? How are recordings being maintained currently?

Per Mark Gaylord, JSSD Attorney, the District has recently located a hard drive which they believe may contain the missing minutes/recordings. They are in the process of havi $n g$ the drive evaluated for content and format by an outside provider.
*We will wait for the results of the evaluation before further questioning . See follow-up on 3JSSD8L-06.
11. Why are meal per diems disbursed up to 1 month before the travel date? Example, travel per diem for the Las Vegas Water Conference December 2013 were issued during the first weeks of November.
All - Think the checks are written advance but not disbursed that far in advance.

* We recommended they write a policy and strengthen the ir procedures.
* We will follow -up on Board minutes to determine whether checks were disbursed that far in advance. See 3JSSD8L-40 for follow -up.

12. What is JSSD policy or practice concerning guaranteeing loans for private entities? *Board members were not aware of the details of the Fishin' with Bread and Willey property transactions as Jay Price was the only Board member serving on the JSSD Board at the time of these transactions. Our interview with Jay Price was fairly hostile, an $d$ he was unwilling to provide much detail. Therefore, we skipped questions 12-27 for our Board interviews and will question Dan Matthews, Manager, instead. See below.
13. What is your understanding of the Fishin' with Bread transaction? Were you on the Board in 2006 when the transaction occurred?
*It became apparent that the board members were $u$ nfamiliar with this transaction as $m$ ost were not on the board at the time. We decided to inquire with Dan Matthews, instead. See interview with Dan below. Questions \#13-20 N/A.
14. Why didn't JSSD negotiate at all with Flinders on the price? Especially when JSSD guaranteed the loan for FWB? N/A
15. The lack of an appraisal is troublesome. There were reportedly other inte rested parties, but an appraisal would have at least given some room for negotiation with Flinders. The title insurance documents show numerous easements, including a large flood easement. This would decrease the value. N/A
16. Since JSSD guaranteed the lo an, there is little evidence that Flinders/FWB had the wherewithal to purchase the property. Why were they involved? Why couldn't JSSD purchase the property using their own assets? Or get a short -term loan? N/A
17. Do you believe it's proper for a governm ent entity to guarantee a loan for a private entity? N/A
18. There were water shares included in the purchase price of the property. What was the purpose for buying those? What is the value of the water shares vs. the property? N/A
19. Is there a personal/bus iness/family relationship between Flinders and any Board members or employees at that time? N/A
20. If not, would you be willing to sign an affidavit attesting there was no relationship and no personal gain on the transaction? N/A
21. What is your understandin $g$ of the Willey property transaction? Were you on the Board in 2008 when the property was purchased? Why did JSSD purchase land that is within the NVSSD boundaries?
*See responses to Willey $p$ roperty questions documented in our interview with Dan Matthews below. Further inquiry here is NCN.
22. Why wasn't an appraisal obtained? N/A
23. Was there an agreement with NVSSD at the time JSSD decided to buy the Willey property in 2008? We have not seen an agreement, only a mention in the JSSD minutes. N/A
24. We need more information on the payments for this property. From the information previously sent, JSSD paid $\$ 182,803$ down and then paid one installment of $\$ 548,493$. This installment was due in March 2010 but was not paid until Dec 2010. We haven't been able to find the $2{ }^{\text {nd }}$ payment in the payment approval report. N/A
25. When did the property transfer occur? The agreement showed $5 / 2 / 12$, but 2012 was cr ossedout and 2013 written in. N/A
26. The NVSSD Dec 2011 minutes indicate NVSSD will pay the final ins tallment which would have been due March 2012? The agreement between NVSSD and JSSD was executed May 2013 or 2012? What was the timing of the final payment? We need documentation of that payment. N/A
27. How much did NVSSD pay in total for the property? How much do they still owe? What the payment arrangements? Need documentation. N/A
28. Does the Board review an aging report and approve write -off of bad debt? How often and how detailed?
GM - Yes, review approximately quarterly. Not sure if the Board appr oves write -offs.
MK - Yes, review at least twice/year. The Board has discussed write -offs, but doesn't remember if they approved the write -offs.
KC - Doesn't remember any discussion.
SF - Yes, have reviewed probably twice in the last year. The Board disc usses and approves write-offs, but he doesn't know if there have actually been any write -offs.
JP - Yes, quarterly. The Board reviews write -offs, but doesn't know if it's the Board's duty to approve the write -offs. The Board sees the big ones (write -offs).
SC - Yes, at least 3-4 times/year.
*Noted for our testwork on 3JSSD8L-60. Per auditor judgment, due to the inconsistency of the responses and apparent lack of reliable review or approval, we will proceed with the iss uance of our finding on 3.JSSD8L-60.
29. Why has Strawberry Lakeview SSD been allowed to default on their monthly administrative services contract? Did the Board approve the write -off for CY12? What was the Board's decision for CY 13 , and why had no decision been made as of 6 months past yea r-end? Are you aware this violates the contract with SLSSD? Why was a SLSSD budget total of only $\$ \mathbf{1 0 , 1 0 0}$ approved for 2014 , which clearly isn't enough to cover the contract with JSSD?
GM - Not aware of the situation
MK - Doesn't remember for CY12 or CY13
KC - Doesn't remember for CY12 or CY13
SF - The contract with SLSSD is a maintenance contract. The County used to run the sewer for SLSSD, but then the guy retired. The State requires a certified operator, so that's why JSSD is now overseeing the ma intenance. Doesn't remember CY12 or CY13 write -off.
JP - Had a contract for $\$ 3,000 /$ month, but now it's on an as -needed basis.
SC - The Board found that $\$ 3,000 /$ month is too much because they were able to do most monitoring remotely, so now have a contract on an as-needed basis.
*We explained the problems with the contract and discussed the need to correct the situation. See 3JSSD8L-60. We will also note that the $\$ 3,000 /$ month was too much and JSSD simply did not have to provide that level of administration and operation support.
*JSSD will confirm that they have not received any payment from SLSSD for CY13 . See follow -up on 3JSSD8L-60.
30. What other entities do you have a financial interest in or a relationship with?

GM - Other Wasatch Co SSDs, Gun Club, Central Utah Project Board (did not mention Lake Creek until we asked)
MK - Local Emergency Preparedness Committee, Fire Board, Midway Irrigation
KC - None
SF - None - had to resign from the Sanitation District
JP - Works for a company (ProBuild) that has sold materials to JSSD . He's not assigned to the JSSD account.
SC - None
31. Have you completed a conflict of interest form? Have you $r$ ecused yourself from votes involving Midway Irrigation or Lake Creek Irrigation (for Farrell, Kohler, and McPhie)?
GM - No
MK - No disclosure form, has recused himself many times
KC - Doesn't remember
SF - Yes, completed form for the County Council. Submitted to the County Atty
JP - No - resigned from Midway Irrigation $6-8$ years ago
SC - No, no conflicts of interest
*We discussed recommendation of completing a conflict of interest form annually and updating as-needed. See 3JSSD8L-70. Note: SC was opposed to a conflict of interest stmt because he felt it might open him up to criticism if he were unable to update it in time. For example, if a developer who is also his client were to walk into a JSSD Board mtg, he wouldn't b e able to run to the County offices and update his stmt. We told him it would be reasonable to state the conflict for the recording and minutes, recuse himself from any vote which may affect the potential conflict, and then update his stmt as soon as is $r$ easonably possible. SC's opposition does not affect our issuance of a finding related to conflict of interest statements - see 3JSSD8L70.
32. What is JSSD's relationship with Midway Irrigation? What is the nature of the litigation between JSSD and Midw ay Irrigation? How is a conflict of interest avoided as Steve Farrell and Mike Kohler are both officers of Midway Irrigation? MK - Midway Irrigation is a private, non -profit company which provides secondary water. The litigation has been settled.
SF - Litigation was related to default of payment by JSSD. The case was settled and allows MI the right to treat 250 acre feet of water/year. He feels like the MI stockholders were able to get something of value from the settlement.
*See \#31 above where we recommend conflict of interest disclosures.
33. What is JSSD's relationship with Lake Creek Irrigation? How is a conflict of interest avoided as Greg McPhie is the Director of Lake Creek?

GM - It is a private water company. A lot of development has been $w$ ithin the boundaries of Lake Creek. JSSD and LC work together for culinary and irrigation water. LC is a secondary provider.
MK - There is no affiliation, just an on -going relationship of trading and working out water shares. JSSD is a stockholder in La ke Creek
*See \#31 above where we recommend conflict of interest disclosures.
34. Have you ever benefitted personally from your position with the County/ISSD?

All-No
35. Are you aware of anyone who has benefitted personally from their position with the County/ISSD?
All - No

## INTERVIEW QUESTIONS FOR DAN MATTHEWS

1. How long have you been employed by JSSD?

Since Jan 1999
2. What are your duties or assignments?

General operations, communicate with Board, budget, personnel
3. Why has a complete written policy and procedure manual never been implemented? Multiple discussions over the years regarding need for policy (9/9/08 - cash handling policy; 2/12/13 aging report policy).
He gave a draft (used the policy of another district) to the Board (this is for admin policies only, such as how to handle call -outs, complaints, etc.). He asked the County and was told they really didn't have financial policies. He is talking to other districts to find an example of policy to use as a guideline.
*We discussed recommendation related to policies and procedures. See 3JSSD8L-20.
4. Why does JSSD purchase cattle and have it processed as a "charitable donation?" What law or policy allows JSSD to do this? This question is related to credit card testwork on 3JSSD8L-10. On August 15, 2008 paid $\$ 828.99$ to process; September 13, 2010 paid $\$ 517.31$ to process; August 22, 2011 paid $\$ 558.00$ to process; September 6, 2012 paid $\$ 496.50$ to process. Total amount charged to JSSD credit cards (for processing only, do es not include purchasing the beef) from 2008 to 2012 was $\$ 2,400.80$. **Board adopted policy 10/12/11 describing participation in the community or charitable programs and the Jr. Livestock - request copy.
*We requested a copy of JSSD's policy during Board interviews. See follow -up on 3JSSD8L-10.
5. Have you or do you ever allow another District employee to borrow your District credit card? How often do you submit detailed receipts for credit card purchase sto administrative staff?

After $8 / 14 / 12$, which is when the $1{ }^{\text {st }}$ credit card finding issued by auditors was discussed in Bd $m t g$, only $44.9 \%$ of transactions (141 of 314) were backed -up by receipt, of which only 108 were itemized, and only 33 had some explan ation of business purpose.
Yes, occasionally the secretaries will use his credit card. They've decided to keep the cards in a lockbox and only use them in very limited situations.
*We told him that our recommendation would be to always submit an itemi zed receipt and documentation of business purpose. We told him that we expect all of the information above regarding lack of receipts and types of purchases found on 3JSSD8L-10 to be included in the finding. See 3JSSD8L-10 for testwork and conclusions.
6. Why did you use your District credit card to purchase fuel instead of the Fuelman card?

| Cap One 2520 | Dan Matthews |  |
| :---: | :---: | :---: |
| Visa 0863 | Dan Mathews |  |
| Zion 5358 | Dan Mathews |  |
| Card) | Multipleltem ${ }^{\text {d }}$ |  |
| Sum of Amount Row Labels | Column Labels 7 $\square$ Gas Station | Grand Total |
| 2008 | 4 4 342.76 | 4342.76 |
| 2009 | 2.268 .91 | $2,268.91$ |
| 2010 | 190.61 | 190.61 |
| 2011 | 781.98 | 781.98 |
| 2012 | 580.38 | 580.38 |
| 2013 | 528.36 | 528.36 |
| Grand Total | W/V 8,693.09 | 8,693.00 |



It used to be that stations which accepted the Fuelman card were limited. In the last $2-3$ years it's expanded and is now available in Heber City.
*We discussed the use of Fuelman as a control over fuel purchases and usage, as well as the cost savings, which will be included as a finding in our report. See 3JSSD8L-50. We will also review the data to determine if Dan's assertion that stations which accept Fuelman have become available in Heber City in the last $2-3$ years is reasonable.
7. Where does JSSD receive Sirius Radio? This question is related to credit card testwork on 3JSSD8L -10. The provided credit card records indicate that starting July 22, 2008 JSSD pai d one annual subscription for satellite radio and did so each year through 7/10/2013. On March $11^{\text {th }}$, 2012 a second subscription was started and on October 22, 2013 a third subscription was started. Each subscription appears to be an annual "all access"s ingle user account ranging from 121 to 241 dollars per annum.
All new trucks come with a year subscription. He has renewed the subscription in 3 trucks (his truck plus 2 supervisors) because they're on the road a lot and can't always get a radio signal. *This is deemed reasonable for 3 trucks. Noted for our credit card expenditure testwork on 3JSSD8L-10.
8. Where does JSSD receive DirectTV? This question is related to credit card testwork on 3JSSD8L 10. The provided records indicate that starting July 18,2012 JSSD pays a monthly subscription for satellite television service. For the first 13 months the monthly charge ranged from 61 to 69 dollars. On October 18, 2013 the monthly charge changed to 117 dollars.
It is received there at the main JSSD office $s$. They can't receive broadcast TV, and because employees can be there during evenings and weekends, they use it to run the news, etc. *This is deemed reason able. Noted for our credit card expenditure testwork on 3JSSD8L-10.
9. Who has been your internet $p$ rovider and for which years? This question is related to credit card testwork on 3ISSD8L-10 because it was charged monthly to one of the ISSD credit cards. Provider was Wildblue Communications and AOL from start of test period (January 2008) through November 2009 (AOL ended three months earlier during August 2009). Provider was Hughes Net starting October 2009 through June 2012.
*Pass this question as it is no longer considered important (as we gained additional understanding from performing credit card teswork on 3JSSD8L-10 and additional understanding of the entity, we no longer consider this question important to our conclusion on wp-10).
10. What was purchased at Nelson and Sons? This question is related to credit card testwork on 3JSSD8L-10. February 15, 2008 in the amount of $\$ 188.80$; June 26, 2008 in the amount of $\$ 298.20$; November 4, 2008 in the amount of $\$ 202.80$; June 29, 2009 in the amount of $\$ 224.16$; April 12, 2010 in the amount of $\$ 260.03$.
Fish food for fish pond on the grounds of the water treatment plant. Is also used as an indicator of water problems /contamination .
*This is deemed reasonable. Noted for our credit card testwork on 3JSSD8L-10.
11. Do you have an automate d feeding system on District property? This question is related to credit card testwork on 3JSSD81-10. Purchased from Sweeney Enterprises in Texas on July 8, 2011 for $\$ 753.34$.
Fish pond - see \#10
12. Why was there a purchase at the BYU Bookstore? This questi on is related to credit card testwork on 3JSSD8L-10. Purchase at BYU bookstore in the amount of $\$ 100.10$ made at the BYU Bookstore on Saturday, January 26, 2008. An additional purchase was made a few weeks earlier (January 3, 2008) at Barnes and Noble in $t$ he amount of $\$ 42.69$.
A water law book written by Hafen, which could only be purchased at BYU Bookstore.
*This is deemed reasonable. Noted for our credit card testwork on 3JSSD8L-10.
13. What is your understanding of the District policy regarding personal use of JSSD -owned vehicles? Understanding of policy regarding use of the gas card? No personal use allowed. Assigned for on -call purposes *We recommended JSSD review IRS Publication $1 \quad 5-B$ and determine how use of JSSD vehicles should be handled as far as taxable benefits to the employee. We told him we recommend JSSD review IRS Pub 15 B to determine impact on JSSD employee taxable income. See 3JSSD8L-50.
14. Describe the use of the gas $c$ ard as it related to policy and records. Are gas cards assigned to a particular vehicle? Do you strictly enforce the assignment and use of cards to a vehicle? Are particular employees assigned to a vehicle?
*This information had already been obtained by staff performing gas card testwork on 3JSSD8L-
50. Further inquiry here is NCN.
15. What records or documentation (e.g. odometer readings, gallons purchased) was required to use the JSSD credit card for gas purchases?
None
16. How often do you use the Distric t vehicle? How many miles per week (business vs. personal)? What is your normal commute? Do you ever use the vehicle on the weekend or for personal use?
District is $\mathbf{1 1 0}$ miles around, so sometimes require a lot of travel. No personal use allowed.
17. How often do you travel out of the JSSD area for business purposes and where?
*This information had already been obtained by staff performing gas card testwork on 3JSSD8L-
50. Further inquiry here is NCN.
18. How often have you or do you now fill -up the vehicle? What has required you to purchase fuel as frequently as $0-2$ days apart?
Because of the size of the District, often require 2 same -day fill-ups. Also, the guys often idle the vehicles in the winter because of the temps, so may show lower than normal mpg on Fuelman reports.
*Noted for testwork on 3JSSD8L-50. We will also determine if this explanation is consistent with the information in the Fuelman reports.
19. Why did you use the JSSD credit card ins tead of gas card for gas station purchases (also see \#6)? Were these for fuel or for something else? JSSD policy requires use of the gas card except when a station isn't available or card doesn't work.
See \#6
20. Is your commute included in your taxable inc ome as required by IRS Publication 15 - $B$ ? If not, why isn't it considered a taxable benefit?
No, didn't think it was required since the vehicles are assigned for on -call duties.
*We recommended the Board and mg treview IRS Pub 15 B to determine how it ap plies. See 3JSSD8L-50.
21. Have you ever used either the JSSD credit card or gas card to purchase gas for a personal vehicle?
No
22. Are Fuelman reports reviewed? By whom and for what are they reviewed? Why were inconsistencies or unusual purchases (very low fuel efficiency, frequent fuel purchases, inaccurate odometer readings, etc) not investigated and documented in order to validate the propriety of the purchase?
Darrel Scow, Asst Mgr, review s the reports .
23. What is your understanding of the required retention for closed meeting minutes and recordings? Why were recordings, which are required to be retained permanently, maintained on a laptop ? Where have the public meeting minutes been stored? Where are the recordings/minutes that were not maintained by Janet Carson (Janet was employed 2002 2012, but JSSD was created in 1995), or before digital recording was implemented (approx. 2006 - 2008)? How are recordings being maintained currently?

See response to Board interview question \#10
24. Why are meal per diems disbursed up to 1 month before the travel date? Example, travel per diem for the Las Vegas Water Conference December 2013 were issue d during the first weeks of November.
See response to Boar d interview question \#11
25. What is JSSD policy or practice concerning guaranteeing loans for private entities?

When we asked this question, Mark Gaylord took great issue with the word 'guarantee'. He vehemently denied that JSSD guaranteed the loan. - the lender asked Dan to sign the Collateral assignment. It came up at the very end of the closing process and it was a no-brainer because if Flinders defaulted, the District would buy the property anyway and would have used the pledged money to buy it. They did not see it as risking any funds of the District. The Collateral assignment was solely to show the lender that he had a buyer with the capacity to purchase the property. *See 3JSSD8L-45 for testwork and follow -up.
26. What is your understanding of the Fishin' with Bread transaction?

In early 2006, JSSD realized that their current property for the water reclamation facility had a high water table and they were interested in the adjacent property that came on the market. Former site would have needed $\$ 3 \mathrm{M}$ in remediation to deal with g round water issues. Best Ranch was an ideal piece of property because no water issues. Bond trustees said it was legal and board approved. Tom Flinders was ahead of them and had made the offer already. Dan went to Flinders and told him they wanted the property as well. Flinders indicated that he might sell them most of it and keep some for himself. Flinders formed Fishin w/Bread but he didn't have the cash to buy the property. He negotiated a flip by buying it from the seller. He went to get th e loan from the bank and needed to show the bank that he had a buyer. The compression on the closing date of the loan was unexpected. At the time the property first came up for sell, JSSD didn't have the bond funds yet and didn't know exactly when they wo uld have them. They ended up using an interim warrant (or anticipation note) to purchase the property. *See 3JSSD8L-45 for testwork and follow -up.
27. Why didn't JSSD negotiate at all with Flinders on the price? Especially when JSSD guaranteed the loan for FWB? JSSD didn't know if Flinders would actually sell it to them and they didn't
know what he had negotiated. The board was not in a position to negotiate because they wanted the property and they had already passed a resolution saying they would pay full price. They never knew what Flinders paid for it. Had no idea that the seller would negotiate that large of a discount. *See 3ISSD8L-45 for testwork and follow-up.
28. The lack of an appraisal is troublesome. There were reportedly other interested parties, but an appraisal would have at least given some room for negotiation with Flinders. The title insurance documents show numerous easements, including a large flood easement. This would decrease the value.
Per DM, they did not know what Flinders paid. It is very difficult to find a place to put a sewer plant. Must have a buffer zone because nobody wants to be neighbors. Former site would have needed $\$ 3 \mathrm{M}$ in remediation to deal with ground water issues. It was an ideal piece of property because there were no water issues. It didn't matter whether there was an appraisal or not, the board wanted that land. *See 3JSSD8L-45 for testwork and follow -up.
29. Since JSSD guaranteed the loan, there is little evidence that Flinders/FWB had the wherewit hal to purchase the property. Why were they involved? Why couldn't JSSD purchase the property using their own assets? Or get a short -term loan?
Flinders had already made the offer. *See 3JSSD8L-45 for testwork and follow -up.
30. Do you believe it's pro per for a government entity to guarantee a loan for a private entity? N/A - since they didn't consider it a guarantee. *See 3JSSD8L-45 for testwork and follow -up.
31. There were water shares included in the purchase price of the property. What was the purpose for buying those? What is the value of the water shares vs. the property? It is customary to sell water shares with the property. They are irrigation shares which means they are summer time shares. He said their books would reflect the value. Per Gaylord an acre foot of water costs about $\$ 20,000$ give or take $\$ 2,000$. Per Lee (an attorney on speaker phone with expertise in water rights), the value of the water is high and going up. It was a good investment for the District. They transfer the shares into a well and as growth occurs they will incorporate into the system. They may use existing well to justify pumpin $g$ water or they may dig a new well. *See 3JSSD8L-45 for testwork and follow -up.
32. Is there a personal/business/family relationship between Flinders and any Board members or employees at that time?
Never any involvement with anyone associated with JSSD to his knowledge. No knowledge of any money flowing to anyone associated with JSSD from this transaction. This was an arms length ag reement. *See 3JSSD8L-45 for testwork and follow -up.
33. fif not, would you be willing to sign an affidavit attesting there was no relationship and no personal gain on the transaction?
Yes-See 3JSSD8L-45 for affidavits.
34. What is your understanding of the Willey property transaction? Why did JSSD purchase land that is within the NVSSD boundaries?
Both districts had interest in the property. It was designed to be the storm water retention basin for the North Village. JSSD thought an admin building could be built there. There has been discussion about joining JSSD \& NVSSD. There is a debate going on for the last 5 years or so about whether it 's beneficial to have separate districts on contiguous property. It's not cost effective to manage them separately.

JSSD negotiated deal, made down payment and $1{ }^{\text {st }}$ two payments. NVSSD made the $3^{\text {rd }}$ payment and is going to buy back remainder. *See 3JSSD8L-55 for testwork and follow -up.
35. Why wasn't an appraisal obtained?

An appraisal was obtained before the original purchase by JSSD.
*We don't believe an appraisal was obtained before the purchase of the property from JSSD by NVSSD. See 3JSSD8L-55 for testwork and follow -up.
36. Was there an agreement with NVSSD at the ti me JSSD decided to buy the Willey property in 2008? We have not seen an agreement, only a mention in the JSSD minutes.
There is an agreement. The agreement was reached with NVSSD in the $12 / 1 / 11$ minutes. The formal agreement was overlooked and not signed until some point after the board discussed it. *See 3JSSD8L-55 for testwork and follow -up.
37. We need more information on the payments for this property. From the information previously sent, JSSD paid $\$ 182,803$ down and then paid one installment of $\$ 548,493$. This installment was due in March 2010 but was not paid until Dec 2010. We haven't been able to find the 2 nd payment in the payment approval report. JSSD paid $1{ }^{\text {st }}$ two payments. NVSSD paid $3{ }^{\text {rd }}$. Dan Matthews was not sure about the payment plan for NVSSD to buy it from JSSD. He will check. *We will follow -up on 3JSSD8L. -55.
38. When did the property transfer occur? The agreement showed $5 / 2 / 12$, but 2012 was crossed out and 2013 written in.
They will check on the dates and get back to us. *See 3JSSD-55 for testwork and follow -up.
39. The NVSSD Dec 2011 minutes indicate NVSSD will pay the final installment which would have been due March 2012? The agreement between NVSSD and JSSD was executed May 2013 or 2012? What was the timing of the final paym ent? We need documentation of that payment. They will check and get back to us.
*We will follow -up on 3JSSD8L -55.
40. How much did NVSSD pay in total for the property? How much do they still owe? What the payment arrangements? Need documentation. They will check and get back to us. *We will follow -up on 3JSSD8L-55.
41. Does the Board review an aging report and approve write -off of bad debt? How often and how detailed? Are you allowed to write -off some accounts without Board approval?
*See \#28 on 6/ . Per auditor judgment, due to the inconsistency of the responses and apparent lack of reliable review or approval, we will proceed with the issuance of our finding on 3JSSD8L60.
42. Why has Strawberry Lakeview SSD been allowed to default on their monthly administrative services contract? Did the Board approve the write -off for CY12 and CY13? Are you aware this violates the contract with SLSSD? Why was a SLSSD budget total of only $\$ 10,100$ approved for 2014, which clearly isn't enough to cover the contract with JSSD?
Determined that $\$ 3,000 / \mathrm{mth}$ was too much.
*See response to Board interview question \#29.
43. What other entities do you have a financial interest in or a relationship with ?

Lake Creek Irrigation Board - lives in LC and owns shares. TCSSD (Twin Creeks SSD) also owns shares, which occurred before JSSD was asked to manage TCSSD
*We recommend annual conflict of interest statements. See 3JSSD8L-70.
44. What is JSSD's relations hip with Midway Irrigation? What is the nature of the litigation between JSSD and Midway Irrigation? How is a conflict of interest avoided as Steve Farrell and Mike Kohler are both officers of Midway Irrigation?
*See \#32 on 7/.
45. What is JSSD's relati onship with Lake Creek Irrigation? How is a conflict of interest avoided as Greg McPhie is the Director of Lake Creek?
*See \#33 on 7/ .
46. Have you ever benefitted personally from your position at JSSD?

No
47. Are you aware of anyone who has benefitted personally from their position with the County/JSSD?
No

## INTERVIEW QUESTIONS FOR DARREL SCOW

1. How long have you been employed by JSSD?

Since approx. Sept 2009. He was a consultant for JSSD before that - since 1995.
2. What are your duties or assignments?

Was a consultant on water rights. As Asst. Mgr, he takes care of the field force, makes sure projects are completed, and others are assigned
3. Why has a complete written policy and procedure manual never been implemented? Multiple discussions over the yea rs regarding need for policy (9/9/08 - cash handling policy; 2/12/13 aging report policy).
A set of Admin policies was presented to the Board last Board meeting. Dan put it together and he reviewed.
*See Board interview question \#4.
4. Why does JSSD purc hase cattle and have it processed as a "charitable donation?" What law or policy allows JSSD to do this? This question is related to credit card testwork on 3JSSD8L-10. On August 15, 2008 paid $\$ 828.99$ to process; September 13, 2010 paid $\$ 517.31$ to proce ss; August 22,2011 paid $\$ 558.00$ to process; September 6, 2012 paid $\$ 496.50$ to process. Total amount charged to JSSD credit cards (for processing only, does not include purchasing the beef) from 2008 to 2012 was $\$ 2,400.80$. **Board adopted policy 10/12/11 describing participation in the community or charitable programs and the Jr. Livestock - request copy. *See additional note documented under this question to the Board above.
5. Have you or do you ever allow another Distri ct employee to borrow your District credit card? How often do you submit detailed receipts for credit card purchases to administrative staff? After 8/14/12, which is when the $1{ }^{\text {st }}$ credit card finding issued by auditors was discussed in Bd mtg , only $44.9 \%$ of transactions (141 of 314) were backed -up by receipt, of which only 108 were itemized, and only 33 had some explanation of business purpose.
Yes, the clerks (Theresa and Eliza) can use when necessary
*See Board interview question \#6 for recommendatio $n$.
6. Where does JSSD receive Sirius Radio? This question is related to credit card testwork on 3JSSD8L-10. The provided credit card records indicate that starting July 22, 2008 JSSD paid one annual subscription for satellite radio and did so each year through 7/10/2013. On March $11^{\text {th }}$, 2012 a second subscription was started and on October 22, 2013 a third subscription was started. Each subscription appears to be an annual "all access" single user account ranging from 121 to 241 dollars per annum. *Alre ady ad dressed with Dan Matthews above.
7. Where does JSSD receive DirectTV? This question is related to credit card testwork on 3JSSD8L 10. The provided credit card records indicate that starting July 18, 2012 JSSD pays a monthly subscription for satellite television service. For the first 13 months the monthly charge ranged from 61 to 69 dollars. On October 18, 2013 the monthly charge changed to 117 dollars. *Already addressed with Dan Matthews above.
8. What is your understanding of the District policy regarding personal use of JSSD -owned vehicles? Understanding of policy regarding use of the gas card?

His vehicle is on -call related. It is an emergency equipped vehicle to respond to emergency situations.
9. Describe the use of the gas card as it related to policy and records. Are gas cards assigned to a particular vehicle? Do you strictly enforce the assignment and use of cards to a vehicle? Are particular employees assigned to a vehicle?
He was the F leet Manager for Salt Lake City for 2 years. He reviews the Fuelman reports periodically (twice/yr) to ensure all vehicles have cards, odometer errors, fuel usage, etc. JSSD has 20 generators, 4 backhoes and loaders which run on diesel. Two trucks have tanks on the back to transfer the diesel. When this is done, the odometer is entered as " 0 ". Idle time has a lot to do with the average mpg.
*We recommended that Darrel review the Fuelman reports on a monthly basis as twice/yr is not sufficient. See 315SD8L-50 for follow -up. We will also determine if Darrel's explanation is consistent with information in the Fuelman reports.
10. What records or documentation (e.g. odometer readings, gallons purchased) w ere required to use the JSSD credit card for gas purc hases?
*Per additional testwork performed, we determined that we did not have any specific questions for Darrell related to fuel purchases on the JSSD credit card or gas card. Further inquiry NCN. See testwork on 3JSSD8L-10 and 50.
11. How often do yo $u$ use the District vehicle? How many miles per week (business vs. personal)? What is your normal commute? Do you ever use the vehicle on the weekend or for personal use?
*See \#10 above.
12. How often do you travel out of the JSSD area for business purposes and where? *See \#10 above.
13. Is your commute included in your taxable income as required by IRS Publication 15 -B? If not, why isn't it considered a taxable benefit?
*Board and Counsel will review. See 3JSSD8L-50 for follow -up.
14. Have you ever used either the JSSD credit card or gas card to purchase gas for a personal vehicle?
*See \#10 above.
15. Are Fuelman reports reviewed? By whom and for what are they reviewed? Why were inconsistencies or unusual purchases (very low fuel efficiency, frequent fuel purchases, inaccurate odometer readings, etc) not investigated and documented in order to validate the propriety of the purchase?
*See \#9 above.
16. In November 2012, you were asked to follow -up on diesel charges at Mountainland One Stop and find out why the fuel cards were not used. What did you find out?
Some employees were putting diesel purchases on account at Mountainland because that's the way they had always done it before. Will have them change to put all on Fuelman .
*Noted for testwork on 3JSSD8L-50.
17. What is your understanding of the required retention for closed meeting minutes and recordings? Why were recordings, which are required to be retained permanently, maintained on a laptop? Where have the public meeting minutes been stored? Where are the recordings/minutes that were not maintained by Janet Carson (Janet was employed 2002 2012, but JS SD was created in 1995), or before digital recording was implemented (approx. 2006 - 2008)? How are recordings being maintained currently?
*See Board interview question \#10 above.
18. Why are meal per diems disbursed up to 1 month before the travel date? Example, travel per diem for the Las Vegas Water Conference December 2013 were issued during the first weeks of November.
JSSD follows the IRS standard for food and incidentals .
*See Board interview question \#11 above .
19. What is JSSD policy or practice conc erning guaranteeing loans for private entities?
*Pass \#19 - 30 because already addressed with Dan Matthews and/or Board members
20. What is your understanding of the Fishin' with Bread transaction?
*Per additional information obtained, we determined that Darrell was not employed by JSSD at the time of these transactions; therefore, \#20 - \#28 are N/A. Further inquiry NCN.
21. Do you believe it's proper for a government entity to guarantee a loan $f$ or a private entity? N/A
22. If hired after 2008, ask these questions. If not, skip to \#29. What is your understanding of the Willey property transaction? Why did JSSD purchase land that is within the NVSSD boundaries? N/A
23. Why wasn't an appraisal obtained? N/A
24. Was there an agreement with NVSSD at the time JSSD decided to buy the Willey property in 2008? We have not seen an agreement, only a mention in the JSSD minutes. N/A
25. We need more information on the payments for this property. From the i nformation previously sent, JSSD paid $\$ 182,803$ down and then paid one installment of $\$ 548,493$. This installment was due in March 2010 but was not paid until Dec 2010. We haven't been able to find the 2 nd payment in the payment approval report. N/A
26. When did the property transfer occur? The agreement showed $5 / 2 / 12$, but 2012 was crossed out and 2013 written in. N/A
27. The NVSSD Dec 2011 minutes indicate NVSSD will pay the final installment which would have been due March 2012? The agreement between NVSS D and JSSD was executed May 2013 or 2012? What was the timing of the final payment? We need documentation of that payment. N/A
28. How much did NVSSD pay in total for the property? How much do they still owe? What the payment arrangements? Need documentat ion. N/A
29. Does the Board review an aging report and approve write -off of bad debt? How often and how detailed? Are you and Dan able to write -off certain accounts without Board approval? *We adequately addressed these issues under \#28-29 on 6/. Further inquiry here is NCN.
30. Why has Strawberry Lakeview SSD been allowed to default on their monthly administrative services contract? Did the Board approve the write -off for CY 12 and CY 13 ? Are you aware this violates the contract with SLSSD? Why was a SLSSD budget total of only $\$ 10,100$ approved for 2014, which clearly isn't enough to cover the contract with JSSD?
*We adequately addressed these issues under \#28-29 on 6/. Further inquiry here is NCN.
31. What other entities do you have a finan cial interest in or a relationship with?

Owns Western States Water Consulting. Advisor for, but not a voting member of, Wasatch County Water Board and Lake Creek Irrigation.
*We will recommend annual conflict of interest statements. See 3JSSD8L-70.
32. What is JSSD's relationship with Midway Irrigation? What is the nature of the litigation between JSSD and Midway Irrigation? How is a conflict of interest avoided as Steve Farrell and Mike Kohler are both officers of Midway Irrigation?
*Adequately addres sed under \#32-33 on 7-8/. Further inquiry here is NCN.
33. What is JSSD's relationship with Lake Creek Irrigation? How is a conflict of interest avoided as Greg McPhie is the Director of Lake Creek?
*Adequately addressed under \#32 -33 on 7-8/. Further inquiry here is NCN.
34. Have you ever benefitted personally from your position at JSSD?

No
35. Are you aware of anyone who has benefitted personally from their position with the County/JSSD?
No

SUMMARY: Responses noted and those relevant to testwork performed have been forwarded to the applicable workpaper. Further testwork or discussion here is NCN.

| JORDANELLE SPECIAL SERVICE DISTRICT | 3JSSD8L-30 |
| :--- | :--- |
| 3JSSD8L-30 JSSD Independent Auditor's Report Findings <br> and Recommendations |  |

Purpose: Per audit step 2 on 3JSSD8L-AP
Testwork: We performed the following:
-We reviewed the Legislative Auditor General (LAG) "Report to the Legislature No. 2000-02, A Performance Audit of Special Service Districts in Wasatch County." This report was released in April 2000. This LAG report stated that "special service districts were not well controlled, " and that "management and board oversight was such that significant risk was allowed to exist within the SSD's." LAG also noted that internal control weaknesses identified by the special service district's (SSD's) auditors were not quickly corrected. We would expect that, as a result of this 2000 audit, Wasatch County and the various SSD Boards would have implemented an increased level of oversight.

-We also reviewed Jordanelle Special Service District (JSSD) financial statements and independent auditor reports for CY06-CY12 for findings and recommendations related to credit card usage or other findings that may indicate potential weaknesses in the control environment. We reviewed for CY06-CY12 (instead of CY08-CY13, which is the scope of our investigation) because we wanted to examine the trend of repeat findings and because the CY13 report is not yet complete. See the findings and recommendations from the independent auditor's reports, and responses from JSSD management on 3JSSD8L-30A. *Update : the CY13 audit was released in October 2014, so we added the findings to our schedule on 3JSSD8L-30A. There was one material weakness related to restatement of the FS, and two immaterial instances of legal non-compliance related to budgeting and bad debt write-offs.

For CY12, the most recent audit report as of the initial date of testwork, the auditors determined that JSSD had 3 significant deficiencies in internal control over financial reporting: lack of policy on bond foreclosures and foreclosing on properties in an inconsistent manner; entering into verbal agreements with other Wasatch County SSD's which should be documented by a written agreement; lack of credit card policy requiring employees to submit receipts for review. JSSD also had 2 instance of noncomplia nce or other matters: not returning residual monies held for feasibility studies to developers; and default on special assessment bonds by failing to make the required annual payment. See 3JSSDSL-30A for a more detailed description of these and prior year findings.

We also noted that JSSD has a history of failure to implement audit recommendations in a timely or consistent manner. We evaluated the pattern and nature of findings for CY06-CY13 documented on 3ISSD8L-30A and noticed the following:
$\lambda$ We found that for the period of CY06-CY13, JSSD had a total of 35 findings, 20 of which were repeat findings due to JSSD failure to implement the recommended corrective action (Note: we counted those findings issued more than twice since, generally, the audit isn't complete until approx. halfway thru the following CY which wouldn't allow JSSD time to correct the problem for the audit of the following year + those findings that were issues very similar in nature and could be construed to be the same finding (see "similar issues" \#1-3 below and summary at bottom of -30A).
$\lambda$ Of the 35 findings issued for the period reviewed, 21 of the findings are either a Material Weakness or Significant Deficiency in I/C Over Financial Rptg.
$\lambda$ One of the repeat findings is related to monies held in escrow for feasibility studies that have not been returned to developers. This finding has been reissued for CY06-CY12, and indicates management resistance to implementation of audit recommendations . Note: it was not until CY12 that JSSD's response indicated they disagree with the finding.
$\lambda$ A finding was issued for CY06 related to missing employee or supervisor signature on timecards (see 06-2). Even though the finding was apparently corrected for CY07, it was then reissued again for CY11 (see 11-2). This indicates that management implemented a change in procedure in response to the finding, but did not maintain the procedure over time.
$\lambda$ We noticed similar issues being written-up as findings, such as:

1. Lack of written contracts for water leases (10-2) and lack of written agreements with other Wasatch SSD's (11-3 and 12-3). This indicates a persistent problem with failure to obtain written contracts/agreements.
2. Lack of written policy and procedure related to contributed assets (07-4 and 08-4); special assessment bond foreclosures (12-2); and credit card usage and requirement to turn in receipts (11-4 and 12-4). In general, it appears JSSD has been issued findings repeatedly for lack of policy and procedure and, yet, still has not created written policies and procedures (see additional discussion of JSSD policy and procedure on 3JSSD8L-20).
3. Conducting business outside the accounting system. We noted that finding 08-5 Manual Invoices (invoices being generated outside the acctg dept and not included in $A / R$ ) and finding 10-3 Accounts Payable (JSSD tracks some payables outside the $\mathrm{A} / \mathrm{P}$ system) both indicate that JSSD has conducted business outside the accounting system. This represents an increased risk for fraud, especially if there is a lack of separation of duties. These types of transactions are also very difficult to identify during a financial audit.
$\lambda$ We found that management has been resistant to recommendations to implement better controls and review of credit card usage. The auditors issued a credit card finding for CY11 as 11-4 and then reissued for CY12 as 12-4. We noted on 3JSSD8L-05 and 10, that the Board discussed the CY11 audit findines and recommendations during their August 14, 2012 Board meeting.
). We analyzed receipts during our evaluation of credit card usage on 3JSSD8L-10A, and noted that after 8/14/12 (date of Board mtg), only 141 of a possible 307 credit card transactions were supported by a receipt (45\%). Further, of the 141
receipts provided, only 108 were itemized receipts, and only 33 included a written comment or explanation of business purpose. Per auditor judgment, this shows at least management resistance to implementation of audit recommendations.

Further, per testwork performed in other areas, we have also found a pattern of non-compliance with certain laws and policies and procedures, lack of written policies and procedures, and many transactions which are undocumented and, some of which, are potentially improper (see FR-01 through FR-04, and FR-06 through FR-09).

Based on our review of the pattern and nature of prior LAG and independent auditor findings, including 20 repeat findings and 21 designated as a MW or Sig Def in IC, as well as the pattern of non-compliance with certain laws and policies and procedures, lack of written policies and procedures, and many transactions which are undocumented with some potentially improper transactions, it appears that JSSD Board and management has, at least, a resistance to, and at worst, a blatant disregard for audit findings and recommendations and compliance with law and policy and procedure. We will issue 3JSSD8L-FR05 in relation to the weak management control environment and resistance to implementation of audit recommendations and noncompliance with law and policy and procedure. We consider this to be a key internal control weakness. Because we are already reviewing all credit card transactions for CY08-CY13, and also because we are already expanding testwork to include other high-risk areas (see 3JSSD8LRVSPD), our conclusions here will not have any further impact on planned testwork.

Summary: 3JSSD8L-FR05 issued - key internal control weakness

*See Summary below

| Scladulate of Auditit Eindings |  |  |  |  |  |  |  | Finding Description | Recommendation |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| $\begin{gathered} \text { Finding } \\ \# \end{gathered}$ | $\begin{array}{\|c\|} \hline \text { Finding } \\ \# \\ \hline \end{array}$ | $\underset{\#}{\mid c} \begin{gathered} \text { Finding } \\ \hline \end{gathered}$ | $\begin{gathered} \text { Finding } \\ \# \\ \hline \end{gathered}$ | $\begin{gathered} \text { Finding } \\ \# \\ \hline \end{gathered}$ | $\begin{gathered} \text { Finding } \\ \# \end{gathered}$ | $\begin{gathered} \hline \text { Finding } \\ \# \end{gathered}$ | $\begin{gathered} \text { Finding } \\ \# \end{gathered}$ |  |  | Response |
| ${ }^{06-1}$ | 07-1 | ${ }^{08-1}$ | 09-1 | 10-1 | ${ }^{11-1}$ | 12-1 |  | Escrow Aceounts: While conducting the audit we noted hat residual monies being held in escrow for feasibility studies have not been returned to the developers who commissioned the studies. During 1999 developer's arranged with the District to have feasibility studies performed. <br> Management's representation at the time the monics were received was that the District would act as an agent, holding the monies in escrow to fund the studies. The accounting for the studies has consistently been reported in this manner. However, now that the studics aro complete, managemen's representation is that the monies received were a fec for service and should be recognized as revenue, not returned to the developers. | We recommend the District's managenent confirm with these developers in writing that the projects are complete and the monies received were a lee for service. | We agree with the finding and will implement the recommendation, insofar as possible. For CX09 they added: Some escrow balances may require future work. Therefore, soino escrow balances will not be refluided until furlher notice. <br> 12-1 The District disagrees with the finding. The unspent proceeds are being utilized in 2013 to update the master plans for the district, consistent with their initial inicnt. Furthonmorc, wly refund of proceeds would go to current land owners who are not necessarily the same developers who paid the fees over teo years ago. The funds are expected to be completely utilized within the coming year for their intended purpose. |
| 06-2 |  |  |  |  |  |  |  | Authorization of Payroll (Sig Deficiency in I/C over Fin Rpta): While conducting the audit we noted that many timecards were missing eillher the employee's signature or the supervisor's signature. | We recommend the District review all timecards for required signatures prior to processing payroll to ensurc payroll has been properly authorized. | We agree wilh the finding and will implement the recommendation, insofar as possible. |
|  | 07-2 |  |  |  |  |  |  | Restrictell Monies (Material Weakness): While conducting the audit wc noted that the District has not been tracking restricted monies to ensure the finds are expended for their restricted purpose. | We recommend the District track restricted fiulds in sepuate accounts 10 elssure proper expenditure of restricted funds. | We agree will the finding and will use extra care to ensure restricted monies are tracked more thoroughly |
|  |  | 08-2 | 09-2 |  |  |  |  | Tap Fees (Material Weakness for '08, Sig Deficiency in I/C over Fin Rptg for '09): While conducting the audit we noted that the District has been recording tap fees as bond assessment revenues. This resulted in the misstatement of deferred assessment revenues and receivables, and restricted oash. | We recommend management, when instruting the aecounting staff to genorale and invoice, clarify whelher the client is being billed assessment fees under a bond or being charged a tap fee for connecting to the Distriet's infrastructure. | 08-02 A new general ledger account has been set up for recording lap fees. We ngree will the finding and will use extra eare to ensure the fees are recorded properly. 09-02 This finding was corrected during the year. A new general ledger was created for recording tap fees and a large reclassification was made. |
| 06-3 | 07-3 | 08-3 |  |  |  |  |  | Transactions Posted Incorrectly (Material Weakness): While conducting the audit we noted multiple instances of posting errorg. Invoices for engineering services reloted to the construction of the District's capital assets were being expensed. We also noted that debt service principle payments were being expensed. We noted that invoices for services and supphies not related to construction-in-progress were being capitalized. We noted that cash receipts were posted in expense accounts. We also noted that pasments for water under contract were being capitalized. | We reconimend more care be taken during the data input phase of the Cash Disburscments process to ensure the invoice is posied to the correct general ledger account. | We agree with the finding and will exercise more care to ensure the proper accoumis are used when invoices are entered into the accounting system. |
| 06-4 |  |  |  |  |  |  |  | Excessive Journul Eutries (Sig Deficiency in I/C over Fin Rptg): While conducting the audit we noted that an excess amount of joumal entries are being made to correct posting errors of invoices and cash reccipts. We also noted that some transnctions were moved multiple times. The journal entries are not being documented which mode tracking the transactions through the General Ledger extremely difficult. | We recommend efforts be made by the District Treasuere to ensure transactions be entered correctly into the accounting system. When corrections are made, a list of the adjusting fournal entries should be kept with a denilited explauation for ench entry and documentation if applicable. | We agree with the finding and will implement the recommendation, insofar as possible. We believe the appointment of a new Distriet Treasure will miligale many of the issucs noted. |
|  | 07-4 | 08-4 |  |  |  |  | 1/10 | Contributed Assets (Mnterial Wealness): While conducting the audit we noted that the District is not recording contributed assels and has no process in place for recording such information. | We recommend the District implement a process to ensure all contributed assets are completely recorced, properly valued, and thoroughly document. | We agree with the finding and the District manager will work with the Treasurer to put a procedure in place to ensure contributed assets are valued and recorded as title is transferred. |
|  |  | (18.5 |  |  |  |  | \& | Manual Invoices (Material Wealcorss): While conducting the audit we noted that there are invoices being generated and issued outside of the accounting department. Therefore, the invoice is never included in accounts receivable and the related revenue is not recognized until payment is receivod. The receipt of payment without a corresponding invoice in the accounts receivable subsidiary joumal has resulicd in receipts being recorded incorrectly and emrors in the general ledgor. | We recommend all changes be invoiced llurough the billing program. If a manual invoice can not be avoided, the invoice should be inuocdiately provided to the accouming staff to enter into the billing system All payment receipts shonld be entered through accounts receivable. If an invoice relating to a receipt can not be Found, the receipt should be mivestigated and an invoice generated in the billing system prior to posting. | We agree with the fuding and will issue all invoices through the utility billing or accounts receivable modules as applicable. |



A A total or 35 findings issued for CVOG CY13, including legal compliance (sum of all findings issued above)




PURPOSE: Per audit step 7 on 3ISSD8L-AR. To document the various discussions with JSSD employees, board members, and attorney regarding their records and OSA attempts to obtain JSSD records (due to the nature of this investigation and resistance from the client we've encountered, we have determined it may be beneficial to document our discussions with and attempts to obtain records from JSSD (or other sources)).

## TESTWORK:

1/28/14 - I called Dan Matthews, General Manager, JSSD (435-671-2498 cell), to inform him we will be commencing an investigation into credit card usage. Dan immediately became upset and told me we had already audited them a year or so ago. I told him we didn't. After further discussion, we determined it was the Legislative Auditors (LAG) who had been there. Dan said LAG was there for about 3 months starting approximately November 2012, but left when they realized they were being used as discovery for a private lawsuit (between JSSD and various landowners within the District). A report was never released. I did tell Dan that we would coordinate with LAG, however ( . Dan then told me that he would sue to find out who has called our Hotline to report them. I told him that Hotline complainant information is protected under GRAMA; therefore, he couldn't do that. He argued that a judge may force us to disclose under court order. Dan also argued that we shouldn't commence any type of audit due to JSSD's pending litigation with landowners within the District. I assured him we had a narrow scope and would not interfere with the litigation. I then told him we want the credit card statements, itemized receipts, and a few other miscellaneous records by Thursday January $30^{\text {th }}$ at $3: 00$ p.m. and the records would be picked up by OSA employees (see letter on 3ISSD8L-RVSPBB, which I emailed to Dan and sent a hardcopy on January 29, 2014). Dan protested and said he would have to talk to their attorney first because of the pending litigation.

1/29/14 - Dan Matthews emailed and said he had forwarded our letter to their attorney, Mark Gaylord, Ballard Spahr, and to the JSSD Board (same as Wasatch County Council). The Board Chairman, Jay Price, instructed Dan to begin to pull whatever documents they have and to give them directly to Mr. Gaylord, who will facilitate getting the documents to OSA. He stated that the documents would not be ready by Thursday January $30^{\text {th }}$ at $3: 00$ p.m. Dan also requested that any future communications be sent to Jay Price, Chairman, Wasatch County Council, at jayprice@digis.net, or at the County Council offices.

1/30/14 - Mark Gaylord, Ballard and Spahr, called and said they could have a paralegal run the records to our office on Friday January 31. We agreed to give JSSD an extension until the 31st.
$1 / 31 / 14$ - The records requested on 3JSSD8L-RVSPB were delivered to our office in the afternoon. Also see letter from JSSD attorney included on 3JSSD88L-RVSPB1. Note: We did find later that some requested records were missing. See further discussion below.

2/12/14 - After performing some preliminary review of credit card transactions, we have numerous concerns and questions which require additional documentation. We also determined that there were some missing documents from the first document request received on $1 / 31 / 14$. I drafted a second request for records on 3ISSD8L-35A (Note: the initial letter to JSSD is included with the planning documents on 3ISSD8L-RVSPB since it also served as an engagement letter. From here forward, all communication will be included with this workpaper). I emailed a copy to Jay Price at jayprice@digis.net and sent a hardcopy to the Wasatch County offices, as Dan Matthews had specifically stated he could be contacted there. Our letter requests the records to be transferred to OSA by Wednesday February $19^{\text {th }}$.

2/18/14 - Jay Price called to let me know he has been out of town and just delivered a copy our second letter over to JSSD today. Jay said he doesn't know if they'll be able to pull everything by tomorrow (Wed the $19^{\text {th }}$ ) but they will try. He said he would call me in the morning and let me know the status and we could decide whether they would deliver part of the request to us by February $19^{\text {th }}$ or if we would give them an extension due to Jay being out of town. I told him I'd be willing to give them a little bit of an extension. Jay said they may not even need the extensio n, but said again he would call me in the morning.

2/19/14 - Jay Price did not call me.
2/19/14 - I realized that we had been provided only some of the JSSD Board minutes (for 2008 and 2009) and only 9 of 12 months for 2013 are included on the JSSD website. I asked our intern, Kaylee Beck, to call Dan Matthews to ask him for the remaining Board minutes. Kaylee reported to me that Dan had told her no - we need to send a formal written request and have it approved by their attorney.

I immediately called Dan back and told him that we should not have to do that, especially for documents as simple and clearly public as public meeting board minutes. Dan argued that our other requests were in formal letter format. I told him that was because the first letter also acted as a notice of our investigation and the second was as a courtesy and because there were many specific items that were just easier to document in a letter rather than verbally. I told Dan that from this point forward, my expectation is that we can verbally request information on an asneeded basis and have it be sent to us within a reasonable amount of time.

Dan continued to argue about the litigation with the landowners and how OSA shouldn't be involved. I again told him we have a narrow scope, it is within our purview, and should not interfere with the lawsuit. Dan questioned why we continue to ask for additional documents when we stated our scope was only credit card usage. I told him that we couldn't or shouldn't audit an entity without first gaining an understanding of that entity and that we should be able to conduct the audit as we deem necessary. Dan argued various issues for almost $1 / 2$ hour. At the end of the conversation, Dan told me we'd get our minutes by Monday (either in hardcopy form or posted to the website) and then hung up.

2/20/14 - Mark Gaylord, JSSD Attorney, called me. Mr. Gaylord continued to object to our audit based on the wording on our website (we state that "complaints about issues that are being litigate d are generally not accepted"). I again explained that we have the ability to use our judgment, which is why we use the term "generally" and that we have defined a narrow scope (credit card usage). I reminded him that if we have no findings, that our investigation may actually help JSSD during their litigation. I expressed concern that we are being forced to jump through hoops to obtain public records that even citizens shouldn't have to jump through. I reiterated my statement to Dan that from this point forward, my expectation is that we can verbally request information on an as-needed basis and have it be sent to us within a reasonable amount of time. Mr. Gaylord again stated they would sue to find out the identity of the Hotline complainant(s) and that we were being used to obtain information the complainants do not have access to. I reminded Mr. Gaylord that Hotline complainant information is protected under GRAMA, and that if we are given a GRAMA request after our report, if any, is public, we would not release JSSD records since they are not our records - we would refer the requestor to JSSD to obtain the records directly. Mr. Gaylord seemed intent on telling me that the lawsuit had been dismissed by the judge due to lack of merit, as he mentioned it several times. When I stated that there really should be no conflict at all then, he backpedaled and said the "well, the bulk of the lawsuit has been thrown out." I then stated that even further reduces the chances of conflict between our investigati on and the lawsuit. Mr. Gaylord stated that JSSD does not have all the documents requested and may not be required to per the Record Retention Policy. I told Mr. Gaylord that I will still request all of the missing credit card statements, regardless of record retention policy. It is certainly possible for JSSD to request these statements from their credit card company and send them to us.

Mr. Gaylord argued all these points with me for nearly 40 minutes. At the end of the conversation, he told me he would have a runner deliver the records to our office that afternoon (Friday January $21^{\text {st }}$ ).

2/21/14 - The records were not delivered and there was no contact from JSSD.
2/24/14 - I called Mark Gaylord, JSSD Attorney, and left a detailed message on his cell phone regarding the fact the records that had not been delivered on Friday afternoon as agreed and, at that point, no contact yet on Monday. I specifically asked him to call me by the end of the business day that day. He never called or made any contact.

2/24/14 - Van Christensen, Director, OSA, called Steve Capson, Wasatch County Council and JSSD Board Member, who is also a CPA, and had a discussion regarding the records. Van told Steve that it doesn't look good for them to not cooperate with our investigation. Steve agreed and said he would talk to the Board and call Van back by the next day, Tuesday February 25.

2/25/14 - Van did not hear back from Steve.
2/26/14 - Due to the resistance and lack of response from JSSD, we decided to issue a subpoena for the items listed in our second request for documents to JSSD (see second request on 3JSSD8L-35A). I prepared the subpoena to be sent that day. Just as I was about to send the subpoena (scanned copy via email to Jay Price, Chairman), a received a phone call from Melanie Vartabedian, Ballard Spahr, who told me she had some documents to deliver. I told her I needed to have them delivered immediately in order to avoid the subpoena (Note: A runner delivered
them within $1 / 2$ hour and the subpoena was destroyed). I asked Melanie if all documents had been provided, and she told me there were a few exceptions noted in a cover letter from Mark Gaylord (see 3JSSD8L-35A1). Melanie then stated that it would be best for us to send all requests for information through their office (Ballard Spahr), who would coordinate with JSSD. I told Melanie that if truly that is the easiest and most efficient way to request information, then I am willing to do that. However, I am not willing to go through Ballard Spahr if creates a delay, or is just a way to force us to jump through hoops. I then verbally requested the JSSD Board closed meeting minutes and recordings for January 2008 through December 2013 (due to questions that had resulted from our review of JSSD Board minutes on 3JSSD8L-05). Melanie said she would pass along my request.

2/26/14 - Van Christensen, OSA Director, spoke with Steve Capson, Wasatch County Council. Steve told Van that it is his understanding that closed meeting minutes and recordings must be obtained by a court ordered subpoena (see UCA 52-4-206(5), which states that closed meeting recordings and minutes are protected records under GRAMA "except that the records may be disclosed under a court order only as provided under Section 52-4-304." Per our review of this Section, it relates to action challenging closed meetings and doesn't relate to audits, so this may not be applicable to OSA).

We discussed how to go about the request
from JSSD, and decided that Paul would write a letter on AG letterhead and attach an administrative subpoena. See letter and subpoena on 3JSSD8L-35B.

2/27/14 - I realized that requested compensation agreement records were not included with the delivery of records made the previous day. I sent an email to Mark Gaylord, Ballard Spahr, to obtain the omitted records. See email attached at bottom of 3JSSD8L-35C.

2/28/14 - Van Christensen, OSA Director, spoke with Steve Capson, Wasatch County Council. Steve confirmed that the Board would like us to request all documents and information through their attorney, Mark Gaylord, Ballard Spahr.

2/28/14 - The hardcopy of the letter from Paul and subpoena (see 3JSSD8L-35B) was mailed to Jay Price, Chairman, and Mark Gaylord, Attorney.

3/3/14 - An email copy of the letter from Paul and subpoena (see 3JSSD8LL-35B) was sent to Jay Price, Chairman, and Mark Gaylord, Attorney. The requested deadline to deliver the records was March 7, 2014.

3/6/14 - In response to our subpoena on 3JSSD88L-35B, Paul Tonks received an email from Ballard Spahr requesting that he review the closed meeting minutes/recording at their office. It also stipulated that Paul couldn't take notes or discuss the contents with anyone. Paul objected and Ballard Spahr agreed to allow Leslie Larsen, OSA Supervisor, to accompany him to review the minutes/recordings.

3/6/14 - I had not received any type of acknowledgement of or response to our 2/27/14 email (at bottom of 3JSSD8L-35C), so we sent another email requesting additional missing records from
the $2 / 26 / 14$ delivery and more questions considered necessary for our investigation. We also included our 2/27/14 request. See 3JSSD8L-35C.

3/11/14 - I received a response from our 3/6/14 request. See letter on 3JSSDB8L-35C1. We noted that most of our requested items were not included because they do not exist. We also noted that JSSD claimed they could not obtain the missing CapitalOne statements because JSSD's manager was not the primary card holder.

3/12/14 - I called CapitalOne Business Card (1-800-955-7070) and spoke with April, who is a Supervisor. I explained that we are conducting an audit and that JSSD has claimed they weren't able to obtain the missing statements from CapitalOne due to Dan Matthews not being the primary card holder. April told me that if anyone who is on the account calls and can verify certain personal information, CapitalOne should be able to proceed with the request for back statements. I asked if statements as far back as 2008 are accessible, and she believed they would be. Based on my conversation with CapitalOne, it appears the missing statements should have been accessible to JSSD.

3/13/14 - Paul Tonks and Leslie Larsen went to the Ballard Spahr offices to review the closed meeting minutes/recordings. Melanie Vartabedian, Ballard Spahr, told us that JSSD couldn't find all of the records and will provide more to us when they find them. The meeting minutes/recordings provided include all 4 executive session meetings held during 2013 (Feb 12, March 12, Oct 8, and Nov 19) and 6 of 8 executive session meetings held during 2012 (Jan 10, Feb 14, Apr 3, May 8, Sept 11, Oct 9. Missing were June 12 and Aug 14). No records were provided previous to 2012. See 3JSSD8L-06 for documentation of our review of these minutes.

3/20/14-I submitted another request for records to JSSD. See email request on 3ISSD8L-35D. I specifically requested all documents related to the Fishin' With Bread land transaction, including an appraisal, as well as an explanation as to why the transactions was structured the way it was (see item \#6 on -35D).

3/20/14 - I received copies of various policies and procedures in response to multiple requests for a complete copy of JSSD's financial policies and procedur es manual (see 3JSSD8L-35C2). Policies sent were limited to: purchasing, personnel, operation of sanitary sewer system, recording water shares, and vehicle use policy. Because JSSD has stated they do not have written policies and procedures, we are unclear as to why they have written policies in these areas (other than Utah Code requires, at a minimum, purchasing and personnel policies). See additional discussion on 3JSSD8L-20.


3/26/14 - I received an email from Mark Gaylord asking for an additional 24 hours to produce the records per our $3 / 20 / 14$ request. We agreed and expect delivery on $3 / 27$.

3/27/14 - I requested any and all documents related to the Willey property transaction (see 3JSSD8L-35E).

3/27/14 - I received a response from the 3/20/14 request for records (see 3JSSD8L-35D1). I noted that JSSD did send a number of documents related to the Fishin' With Bread transaction, but did not include a land appraisal or a detailed explanation of the transaction, as requested per item \#6 on 3JSSD8L-35D.

3/31/14 - Julie Wrigley, Audit Supervisor, sent another request for an appraisal and explanation of the Fishin' With Bread Transaction (see 3JSSD8L-35F).

4/3/14 - We received an explanation of both the Fishin' and Willey property transactions from JSSD (see 3JSSD8L-35F1). We will perform testwork on these transactions on 3JSSD8L-45 and 55, respectively.

4/28/14 - Steve Capson, Board Member, called and told me that Chad Flinders from Fishin' With Bread heard our office is doing an investigation. Chad came forward and volunteered to sign an affidavit stating that no County or JSSD officials were involved in the Fishin' With Bread transaction. Per Steve, Mark Gaylord, Attorney, will be handling the affidavit and it should be done in the next couple of weeks. Steve asked if I would like a copy when it is done and I told him yes. Note: As of $6 / 24 / 14$, we have not received the affidavit. Update: We received affidavits from Tom Flinders and Dan Matthews on 12/5/14 (see 3JSSD8L-45G and G1). We are unsure if Steve Capson really meant Tom Flinders came forward (see above); however, our understanding is that Tom Flinders, and not Chad Flinders, was the individual involved in the Fishin With Bread transaction. Therefore, an affidavit from Chad Flinders is NCN. See further testwork on 3JSSD8L-45.

5/14/14 - Per John Dougall, State Auditor, we sent a second subpoena for the missing closed meeting minutes and recordings on 3JSSD8L-35G with a deadline of May $19^{\text {th }}$ (also see first subpoena under 2/28/14 entry above and 3JSSD8L-35B).

5/19/14 - I received a response to our second subpoena (see 3JSSD8L-35G1). JSSD reaffirms its position that our request for the closed meeting minutes is improper. JSSD also explains that a former employee who was charged with taking and recording closed meeting minutes maintained these records on her computer. When she left JSSD, the records were inadvertently deleted.

5/21/14 - I sent a follow-up email regarding JSSD's response on 3JSSD8L-35G1. Specifically, I asked: 1) the name of the former employee who maintained the closed meeting minutes and recordings, and 2) why important closed meeting minutes and recordings were allowed to be stored on an employee's computer.

5/22/14 - I received an email response to iny questions above. See 3JSSD8L-35G2. JSSD indicates the former employee who was charged with taking and recording minutes is Janet Carson, Former Clerk. JSSD also included more detail regarding the missing minutes and recordings.

6/2/14 - I sent another follow-up email to request the beginning and ending dates of Janet Carson's employment at JSSD.

6/12/14 - I sent another email requesting the beginning and ending dates of Janet Carson's employm ent as I received no response to the $6 / 2 / 14$ request.

6/17/14 - I received a response to the questions noted above. See 3JSSD8L-35G3. JSSD indicated that Janet Carson, former clerk, was employed from approximately 2002 through January 2012. See addition al discussion related to the missing closed session minutes and recordings on 3JSSD8L-06.

6/16/14 - We decided to send a subpoena to obtain itemized receipts for select merchants where the JSSD credit cards were used because the majority of credit card transactions are not supported by itemized receipts. Per auditor judgment, we selected Smith's Grocery and Home Depot. We sent the subpoena to Smith's Grocery (Kroger Company) on $6 / 16$ (see 3JSSD8L35H) and the Home Depot on 6/24 (see 3ISSD8L-35H1). See 3JSSD8L-10 for detailed testwork related to credit card transactions.

7/15/14 - We sent a subpoena to all current JSSD Board members; Dan Matthews, Manager; and Darrel Scow, Asst. Manager, to appear for an interview related to our examination. See 3JSSD8 L-35J for subpoena and 3JSSD8L-25F for documentation of interview responses.

7/22/14 - Interviews with the Board, General Manager, and Assistant Manager were held at the main JSSD office. The interviews are documented on 3JSSD8L-25F.
*While we did have additional interactions with JSSD personnel and Mark Gaylord, Attorney, after $7 / 22 / 14$; however, it is not documented in detail here.

SUMMARY: This was for documentation purposes only due to the nature of the investigation and resistance we've encountered from JSSD. Further discussion or testwork is NCN.

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HOTLINE
JSSD
FER 12 REQUEST FOR RECORDS
3JSSD8L
state of Utah OfFICE OF THE STATE AUDITOR
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February 12, 2014
Dan Matthews, General Manager, requested we send all future official communication to Jay Price, Chair, Wasatch County Council. The Council alsy functigns as the JSSD Board.

Jay Price, Charman
Wasatch County Council
25 N Main
Heber City, UT 84032
Dear Mr. Price:

Note: Per our review of the ISSD Payment Approval Reports provided by $J S S D$ in response to $3 J S S D 8 L-R V S P B$, which show JSSD disbursements, we noted that ISSD also has fuel cards (Fuelman) which were not provided to OSA. We also noted some missing months from the other credit card statements that were provided (see record inventory included on 3JSSD8L-RVSPB1). Therefore, we sent this second request for ISSD records to obtain the fuel cards and the missing credit card months. We also requested various records in response to questions that have arisen during our preliminary review of the other credit card records provided.

As communicated under previous letter dated January 29, 2014, the Office of the State Auditor is commencing an investigation into alleged misuse of credit cards at the Jordanelle Special Service District (JSSD). At that time we requested all credit card statements and supporting receipts or other supporting documentation for the period January 2008 through December 2013. We have since become aware that JSSD has also issued fuel credit cards (Fuelman and Gascard), which were not provided to us along with the other requested documentation. We also found that for the credit card statements that were provided, some months were missing and thus the statements provided were not complete. Therefore, we request the following credit card and additional documentation:

- All Fuelman and Gascard credit card statements and supporting receipts or other supporting documentation for the period January 2008 through December 2013.
- Statements and supporting receipts for the Chase MasterCard ending in 6315 for 7/16/08 $-8 / 15 / 08,1 / 16 / 09-2 / 16 / 09,8 / 16 / 09-9 / 15 / 09,1 / 16 / 10-2 / 15 / 10,6 / 16 / 10-9 / 15 / 10$, and $1 / 16 / 12-2 / 15 / 12$.
- Statements and supporting receipts for the Business Edition VISA ending in 0863 for June 2008, December 2010, and August 2012.
- Statements and supporting receipts for the Zions Bank VISA cards ending in 5358 and 5457 for the months of April through September 2012 and December 14, 2012.
- A list of all JSSD-owned vehicles (including recreational vehicles, etc.), to whom they are assigned, if applicable, and mileage logs detailing business, commute, and personal miles for the period January 2008 through December 2013.
- The compensation agreement or contract between JSSD and any employee or Board Member which contains any type of vehicle or fuel allowance for the period January 2008 through December 2013.
- All documentation related to per diem, travel advance, or travel reimbursement payments made to JSSD employees and Board Members for the period January 2008 through December 2013.
- A complete copy of JSSD's financial policies and procedures manual.
- A current listing of all JSSD employees.
- A thorough record of all JSSD-purchased cell phones, tablets, and computers and to whom they are/were assigned for the period January 2008 through December 2013.
- The Payment Approval Report for July 14, 2010 through September 14, 2010 and September 11, 2012 through October 10, 2012.
- Any reports or communications between JSSD and its auditors concerning deficiencies or concerns expressed by the auditors which have not already been provided to our office.

Please coordinate the transfer of the above-stated records to our office by next Wednesday February 19, 2014. If you have any questions or concerns, please contact me at 801-808-0379.

Sincerely,


Leslie Larsen, CPA, CFE
Audit Supervisor leslielarsen@utah.gov

One Utah Center, Suite 800<br>201 South Main Street<br>Salt Lake City, UT 84III-222I<br>TEL 801.53r.3000<br>EAX 801.531.3001<br>www.ballardspahr.com

Mark R. Gaylord<br>Direct: 801.531.3070<br>Fax: 801.321.9070<br>gaylord@ballardspahr.com

February 26, 2014

## Via Hand Delivery

Leslie Larsen, CPA, CFE
State of Utah
Office of the State Auditor
Utah State Capitol Complex
East Office Building, Suite E310
P.O. Box 142310

Salt Lake City, Utah 84114-2310

Mr. Gaylord, JSSD Attorney, reiterates his objections to our investigation and requests the opportumity to review the documents provided to OSA by the Hotline complainants in camera. Our documents and workpapers are classified as protected under GRAMA since the report has not been issued. We have told both Mr. Gaylord and Mr. Matthews, JSSD GM, this fact multiple times. No formal response to Mr. Gaylord or JSSD is considered necessary.

Dear Ms. Larsen:
As you know, our firm represents Jordanelle Special Services District ("JSSD") and we are assisting in responding to your letters to Dan Matthews and Mr. Price dated January 29, 2013 and February 12, 2014. I write to follow up on your February 12 letter, your conversation with Dan Matthews on February 20, and our conversation on February 21.

As an initial matter, per your oral request to Mr. Matthews that JSSD produce Wasatch County meeting minutes, I would direct you to Wasatch County's website, which has copies of meeting minutes from January 7, 2009 to the present date. The minutes can be accessed at the following link: http://www.co.wasatch.ut.us/On line_Services/Meetings and Agendas.aspx. Regardless of this fact, we have also enclosed copies of these minutes herein, which bear the Bates Nos. JSSD00001642-00001769.

We are also producing herewith documents requested in your February 12, 2014 letter bearing bates numbers JSSD00000926-JSSD00001641, along with an inventory summarizing the documents produced. Please note that JSSD is producing only documents it has within its possession, custody and control. As you know, pursuant to JSSD's retention policy (which follows the Utah Municipal General Records Retention Policy) the majority of its records only date back four years. Additionally, JSSD does not access or maintain electronic records of its credit card statements. Rather, it receives hard copies of all statements and manages its accounts by issuing checks each month to pay the monthly charges, all of which are approved by its governing board. To the extent there are documents requested by your February 12 letter that are not produced herewith, JSSD will continue to search.

[^0]Leslie Larsen
February 26, 2014
Page 2

In producing the foregoing records, JSSD reiterates its objections as set forth in my letter to you dated January 31,2014 , which are, in sum, that the investigation is being undertaken improperly as a tactic by parties to pending litigation with JSSD. Although you have refused to provide the names of the alleged "anonymous tipsters," and/or provide copies of documents you have received from the same, JSSD contends that the Auditor should follow its own procedures and guidelines which provides it does not investigate matters that are the subject of litigation. We believe the investigation is being undertaken improperly and based on false accusations being leveled at JSSD by parties to the litigation, namely representatives of the parties to the various actions, including possibly David Cummings, Joan and Ray Cummings, Robert Martino, Anthony Martino, Brad Myler, Jodi Hoffman, James Gilbert, Scott DuBois, Matt Muir, James Anderson, Michael Johnson, and Matthew Cannon. Based on your unwillingness to provide copies of the documents received from the "tipsters" which would reveal whether our concerns are justified, we are left having to speculate that the Auditor's office is being used as a strawman to gain information to which the plaintiffs in these cases may not otherwise be entitled. At the very least, we request that the Auditor allow us to review the documents you received in camera so that we may assure our client that the investigation being undertaken is based on legitimate grounds. In making this request, we by no means intend to interfere with your investigation. In fact, as we discussed, we actually welcome the investigation, but merely have concerns that the Auditor's office is being used by third-parties for an improper purpose through an improper means to unlawfully and intentionally interfere with JSSD's business.

Regardless of the objections raised herein, as you proceed with your investigation, JSSD would merely request the opportunity to discuss with you any concerns you may have before issuing a final report. Based on past experience, we are aware of an expert report (the so called "Gilbert Report" which we assume you have received) that one of the parties to pending litigation has been circulating which accuses JSSD of wrongful conduct. This report was prepared without any input from JSSD and is based on pure speculation without any underlying support. In fact, the Gilbert Report simply lacks foundation and is wrong. Therefore, JSSD would appreciate the chance to discuss any concerns your investigation uncovers before issuing a final report, as doing so without such an opportunity could have a significant impact on JSSD. JSSD believes it has the right to review the audit and respond before any audit report is published.

Notwithstanding its objections, JSSD continues to be willing to cooperate fully with the requests of the Auditor and does so by its production on January 31, 2014 and by its further production today. In doing so, JSSD has requested that if you need further information, we would appreciate your coordinating the request though this office, and either myself or Melanie Vartabedian. You are welcome to copy JSSD, Jay Price and/or Dan Matthews, but hopefully by taking this approach, we can quickly respond and provide the necessary information.

Leslie Larsen
February 26, 2014
Page 3

Thank you for your consideration. Should you have any questions or concerns, please give me a call.


MRG/ldb
Enclosures
cc: Melanie J. Vartabedian, Esq.


## Office of the Attorney General

Jay Price, Chairman
Wasatch County Council
P.O. Box 519

Heber City, UT 84032
Dear Mr. Price,
This letter is a formal written request from the Office of the State Auditor to receive the following records:

Closed meeting minutes and recordings for the Jordanelle Special Services District from January 2008 through December 2013.

This request is made pursuant to the constitutional and statutory authority of the State Auditor (See, Utah Const. Art. VII, $\S 15$; Utah Code $\S 67-3-1$ ), and a subpoena for the records has been attached to this letter. Please note that this is not a request for records pursuant to the provisions of the Government Records Access and Management Act as outlined in Utah Code § 63G-2-204, but is instead a sharing of governmental records with the Office of the State Auditor as outlined in Utah Code § 63G-2-206(3). See also, Utah Code § 63A-12-105(1). Accordingly, a court order is not needed to obtain these records and the Office of the State Auditor avers that it will keep the same records classification that you have given them. Therefore, please deliver the requested records on or before March 7, 2014 to the following address:

Office of the State Auditor<br>Attn: Leslie Larsen<br>Utah State Capitol Complex<br>East Office Building, Suite E310<br>P.O. Box 142310<br>Salt Lake City, Utah 84114-2310

Failure to comply with this request in a timely manner may result in a Utah District Court action filed against your governmental entity with the potential of any court costs or attorney fees incurred by the Office of the State Auditor to initiate and complete such action being charged against you. If you have any questions, please contact me at the below telephone number or at my e-mail address at ptonks@utah.gov.


Paul H. Tonks
Assistant Attorney General
Assigned Counsel to the State Auditor
Cc: Mark R. Gaylord


THE STATE OF UTAH SENDS GREETINGS TO:
Jay Price, Chairman
Wasatch County Council
P.O. Box 519

Heber City, UT 84032
WHEREAS under Utah Code Ann. subsection 67-3-1(5), the Utah State Auditor has the authority to issue subpoenas for the purpose of obtaining documents necessary to the performance of his audit responsibilities.

WHEREAS the Office of the Utah State Auditor is conducting an investigation of Jordanelle Special Service District;

NOW, THEREFORE, by virtue of its statutory authority, the Utah State Auditor orders you to provide the following records by March 7, 2014 and deliver to Leslie Larsen, Audit Supervisor, at the Utah State Capitol Complex, East Office Building, Suite E310, Salt Lake City, Utah, 84114 :

## ITEMS TO BE PRODUCED

Closed meeting minutes and recordings for the Jordanelle Special Services District from January 2008 through December 2013.

BY AUTHORITY I have this Subpoena, and affix my signature.


## Re: Compensation Agreements

```
1messace
```

Lestie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)
Thu, Mar 6, 2014 at 2:02 PM
To: gaylord@ballardspahr.com
Cc: Dan Matthews [jssd@xmission.com](mailto:jssd@xmission.com), jayprice@digis.net
Mr. Gaylord,
I sent the email included below last Thursday to follow-up on missing compensation agreements, but have not received any type of response. We have noted other missing documentation which was not included with the delivery of records made on February 26th. The missing items are listed below:

1. Compensation agreements or contracts between JSSD and any employee or Board Member for the period of January 2008 through December 2013, regardless of whether it contains any type of vehicle or fuel allowance
2. JSSD Board minutes for July 2010 and December 2011
3. A complete copy of JSSD's financial policies and procedures manual
4. Mileage logs detailing business, commute, and personal miles for all JSSD-owned vehicles for the period January 2008 through 2013. If such records do not exist, please include a statement to that effect and an explanation as to why the records do no exist.
5. CapitalOne Business VISA statements for $7 / 16 / 08-8 / 15 / 08,1 / 16 / 09-2 / 15 / 09,6 / 16 / 09-7 / 15 / 09,8 / 16 / 09-$ $9 / 15 / 09,1 / 16 / 10-2 / 15 / 10,6 / 16 / 10-9 / 15 / 10,11 / 16 / 11-12 / 15 / 11$, and $1 / 16 / 12-2 / 15 / 12$. Please note that this request was inadvertently mislabeled as Chase MasterCard in our request letter dated February 12, 2014. Also, for those credit card statements that have not been retained by the District, please request a replacement credit card statement from the credit card company and have it mailed directly to me at the address listed below. As these statements should be available through the credit card company, our request is unrelated to whether these statements are within the required record retention period or not.

For items $1=4$, please respond with the records by Tuesday March 11, 2014. For item 5, please request the statements by Tuesday March 11, 2014 and inform me as to when I can expect to receive them directly from the credit card company.

In addition, we have two more requests/questions:
6. The January 2010 Board minutes state that JSSD employees will work four 10 -hour days. Is this the current work schedule? Please detail the current policy and any exceptions to the policy.
7. We are also requesting documentation of any and all reimbursements made from employees to JSSD for overpayment of a travel advance, travel per diem, or travel reimbursement for the period of January 2008 through December 2013. Please ensure documentation related to a reimbursement from Dan Matthews in the amount of $\$ 412.67$ is included.

Please respond to items $6-7$ by Wednesday March 12, 2014.
Please let me know if you have any questions or concerns.
Leslie Larsen

On Thu, Feb 27, 2014 at 1:55 PM, Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov) wrote:
I'm following-up on the records requested per our letter dated February 12th. We noted that no compensation agreements were included in the documents delivered to our office yesterday, but there was no explanation in the cover letter as to why they were not included. Please let me know if such compensation agreements exist and, if so, why they were excluded. If compensation agreements do exist between JSSD and employees or board members, we are requesting a copy of them for the period of January 2008 through December 2013, regardless of whether they contain any type of vehicle or fuel allowance.

Thank you,
-
Leslie Larsen, CPA, CFE
Office of the Utah State Auditor
Utah State Capitol Complex Ste E310
P.O. Box 142310

Salt Lake City, UT 84114
(801) 538-1348 office
(801) 808-0379 cell
(801) 538-1383 fax
-
Leslie Larsen, CPA, CFE
Office of the Utah State Auditor
Utah State Capitol Complex Ste E310
P.O. Box 142310

Salt Lake City, UT 84114
(801) 538-1348 office
(801) 808-0379 cell
(801) 538-1383 fax

## JSSD <br> HOTLINE <br> RESPONSE TO 2/27 \& 3/6 REQUESTS 3JSSD8L

3JSSD8L-35CI


March 11, 2014

Via E-mail and Hand Delivery
Leslie Larsen, CPA, CFE
Office of the Utah State Auditor
Utah State Capitol Complex, Suite E310
P.O. Box 142310

Salt Lake City, UT 84114

Response consists of only 4 pages due to: lack of compensation agreements, missing minutes, lack of policy and procedure manual, lack of employee mileage logs, and inability to obtain missing credit card statements directly from the credit card company. See below.

## Jordanelle Special Services District Response to <br> State Auditor Request of March 6, 2014

Dear Ms. Larsen:

As you know, we represent Jordanelle Special Service District (JSSD). We are in receipt of your March 6th email request additional documents from JSSD. Enclosed herewith are documents responsive to your request which have been bates labeled JSSD00001648-1651, consisting of only four pages. The reason for limited number of documents is based on the responses below, which respond to each numbered item requested in your email of March 6th:

1. JSSD has no compensation agreements or contracts between itself and any employee or Board Member for the period of January 2008 through December 2013.
2. JSSD has simply been unable to locate the minutes for July 2010 and December 2011.
3. JSSD does not have a "financial policies and procedures manual." As we've indicated in prior communications, JSSD complies with State law regarding the financial affairs of JSSD by following the Utah Municipal General Records Retention Schedule.
4. JSSD does not require employees to keep mileage logs because the vehicles are used for JSSD business. It is important to note that several JSSD employees are on call twenty four hours a day, seven days a week.
5. JSSD has been unsuccessful in obtaining copies of credit card statements from CapitalOne. CapitalOne has refused to give any information regarding the DMWEST \#10659105 v1
[^1]Leslie Larsen, CPA, CFE
March 11, 2014
Page 2
account because JSSD's manager was not the primary cardholder. Accordingly, by law, CapitalOne is barred from turning over the requested information.
6. All JSSD employees work four ten-hour days with the following exceptions:
a. Secretarial staff work five nine-hour days, with every other Friday off.
b. The manager and the assistant manager work four ten-hour days, plus Fridays and Saturdays as needed. They are also on call twenty-four hours a day, seven days a week.
c. On call workers are available to work after hours. When they are on call, they may be working any time during the day or night.
d. Supervisors are also considered to be on-call, and are required to respond as needed any time day or night.
7. The only reimbursement that JSSD staff located was the reimbursement from Dan Matthews to JSSD in the amount of \$462.17, as referenced in your March 6th email. The reimbursement was for mileage when Mr. Matthews decided to take a JSSD vehicle to a conference instead of his personal vehicle.

As always, please let me know if you have any questions or concerns regarding JSSD's responses hereto.

Very truly yours,


MRG/mjg
Enclosures

One Urah Center Sute 800
20 South Main Street

TEI SOI.531.3000
FAX YOI. 531.3001
wow ballardspalacom <br> \title{

## HOTLINE <br> \title{ \section*{HOTLINE JSSD JSSD <br> <br> <br> RESPONSE TO REQUESTS FOR WRITTEN <br> <br> <br> RESPONSE TO REQUESTS FOR WRITTEN POLICIES AND PROCEDURES POLICIES AND PROCEDURES <br> <br> <br> 3JSSD8L} <br> <br> <br> 3JSSD8L

 JSSD8L}

Mark R. Gaylord

Fax: 801.321.9070

Note: Pages $4-9 /$ and $10-15 /$ appear to be duplicates. We included all pages, however, since this is how it was sent to us from ISSD.

March 20, 2014

Via E-mail and Hand Delivery
Leslie Larsen, CPA, CFE
Office of the Utah State Auditor
Utah State Capitol Complex, Suite E310
P.O. Box 142310

Salt Lake City, UT 84114

We have made multiple requests for a complete copy of JSSD's written financial policies and procedures, with the most recent on 3JSSD8L-35C. JSSD sent this response with limited sections of written policies and procedures - see below. We are unsure of the source of these policies as JSSD has stated they do not have written policies and procedures. See 3JSSD8L-20 for further discussion.

## Jordanelle Special Services District Response to State Auditor Request

Dear Ms. Larsen;

In response to inquiries by the State Auditor's office, and our recent communications, we indicated that we had asked our client (Jordanelle Special Service District) to continue to look for additional documents, including various policies and procedures that may have been considered and/or adopted. Recently, we obtained copies of the following:

1. Jordanelle Special Service District Purchasing Policy (JSSD000016521664);
2. Personnel Policies and Procedures (JSSD00001665-1686);
3. Jordanelle Special Service District Plan of Operation for Sanitary Sewer System (JSSD00001687-91);
4. District Policy for Recording Water Shares (JSSD00001692); and
5. Jordanelle Special Service District Vehicle Use Policy (JSSD000016931704).

As we've mentioned in prior correspondence, JSSD does not have a "financial policies and procedures manual." Rather, it complies with State law regarding its financial affairs.

In closing, we continue to examine files for any additional documents and/or information that may be responsive to the Auditor's requests. To the extent we uncover additional responsive documents we will forward them to your attention. In the meantime, we have learned that the

Leslie Larsen, CPA, CFE
March 20, 2014
Page 2

Auditor may be issuing a preliminary report regarding its audit. Of course, JSSD would like the opportunity to discuss with you any concerns you may have identified with regards to its operations so as to avoid any misunderstandings or improper conclusions that may be drawn from the documents provided to date.

Thanks in advance for your consideration.
Very truly yours,


MRO/mjg
Enclosures
ce: Paul Tonks (via e-mail)
Melanie Vartabedian, Esq.

HOTLINE
JSSD
 3JSSD8L

## Records Request

1 message

## Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)

Thu, Mar 20, 2014 at 1:05 PM
To: "Gaylord, Mark (SLC)" [gaylord@ballardspahr.com](mailto:gaylord@ballardspahr.com)
Cc: jayprice@digis.net, mikekohler2009@gmail.com, scapson@co.wasatch.ut.us
Mr. Gaylord,
I am requesting the following JSSD records:

1. Vendor history reports for Day's Market, Staples, Home Depot, and Reams for the period of January 2008 December 2013.
2. The paid invoice file for the same vendors and time frame as 1 . above.
3. A list of any other businesses that have extended JSSD a line of credit or charge account for the period of January 2008 - December 2013.
4. Bad debt detail information for the period of January 2008 - December 2013. Please include write-off policy and procedure.
5. All contracts for the period January 2008 - December 2013 between JSSD and any other Wasatch County special service districts for administrative services to be provided by JSSD on behalf of the other district.
6. Any and all documents related to the Fishin' With Bread land purchase transaction. Please ensure an appraisal or some other documentation of land value is included as well as an explanation as to why the sale was structured that way.
7. The remaining closed meeting minutes and recordings for June 2012, August 2012 and January 2008 December 2011.

Please acknowledge receipt of this request.
Also, please coordinate transfer of these records to me no later than Wednesday March 26, 2014.
Thank you,
-
Leslie Larsen, CPA, CFE
Office of the Utah State Auditor
Utah State Capitol Complex Ste E310
P.O. Box 142310

Salt Lake City, UT 84114
(801) 538-1348 office
(801) 808-0379 cell
(801) 538-1383 fax

3JSSD8L-35D1

One Urah Center, Suite 800
20 Sourh Main Street
Salt Lake City, UT 84III-222I
TFL 801.531 .3000
FAX 801.53I. 3001
www.ballardspaha.com

# HOTLINE <br> JSSD <br> RESPONSE TO 3/20 REQUEST <br> 3JSSD8L 

Mark R. Gaylord
Direct: 801.531.3070
Fax: 801.321 .9070
gaylord@ballardspahr.com

March 27, 2014

Via Hand Delivery
Leslie Larsen, CPA, CFE
Office of the Utah State Auditor
Utah State Capitol Complex, Suite E310
P.O. Box 142310

Salt Lake City, UT 84114

See \#4 where JSSD responds that prior to 2014, there was no written or verbal write-0ff policy for bad debts.

## Jordanelle Special Services District Response to State Auditor Request of March 20, 2014

Dear Ms. Larsen:
As you know, we represent Jordanelle Special Service District (JSSD). We are in receipt of your March 20, 2014 request for additional documents from JSSD. Enclosed herewith are documents responsive to your requests which have been bates labeled JSSD00001707-2749. JSSD responds to the numbered item requests in your email of March 20 as follows:

1. All documents in JSSD's possession are produced herewith.
2. All documents in JSSD's possession are produced herewith.
3. All documents in JSSD's possession are produced herewith.
4. Documents for 2008-2012 are attached. 2013 has not yet been completed.

Regarding the write-off policy, since the beginning of 2014, the governing board of JSSD has directed that if there is a mistake on the bill or the amount was
incorrectly billed, the manager has authority to write that off. Otherwise, the
board will approve any future write-off. Prior to 2014, there was no written or oral write-off policy.
5. All documents in JSSD's possession are produced herewith.
6. All documents in JSSD's possession are produced herewith.
7. JSSD is unable to locate any additional closed meeting minutes or recordings.
8. All documents in JSSD's possession are produced herewith.

Leslie Larsen, CPA, CFE
March 27, 2014
Page 2
9. All documents in JSSD's possession are produced herewith.

As always, please let me know if you have any questions or concerns regarding JSSD's responses hereto.


MRG/mjg
Enclosures

Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)
Thu, Mar 27, 2014 at 1:32 PM
To: "Gaylord, Mark (SLC)" [gaylord@ballardspahr.com](mailto:gaylord@ballardspahr.com), "jayprice@digis.net" [jayprice@digis.net](mailto:jayprice@digis.net), "mikekohler2009@gmail.com" [mikekohler2009@gmail.com](mailto:mikekohler2009@gmail.com), "scapson@co.wasatch.ut.us" [scapson@co.wasatch.ut.us](mailto:scapson@co.wasatch.ut.us), Julie Wrigley [jwrigley@utah.gov](mailto:jwrigley@utah.gov)

## Mr. Gaylord,

I am requesting the following JSSD records:

1. Any and all records related to the original Willey property purchase made by JSSD and subsequent sale or assumption of part interest by the North Village SSD. Please include an appraisal or other documentation of the value of the property for both transactions. Also include an explanation as to why the purchase was structured that way and any repayment agreements between North Village and JSSD.

Please acknowledge receipt of this request.
Also, please coordinate transfer of the records by Wednesday April 2, 2014 to:

## Julie Wrigley, Audit Supervisor

## Utah State Capitol Complex Ste E310

SLC UT 84114
jwrigley@utah.gov
801-808-0194
Thank you,
Leslie Larsen
-
Leslie Larsen, CPA, CFE
Office of the Utah State Auditor
Utah State Capitol Complex Ste E310
P.O. Box 142310

Salt Lake City, UT 84114
(801) 538-1348 office
(801) 808-0379 cell
(801) 538-1383 fax

## Fwd: Records Request

To: jayprice@digis.net, mikekohler2009@gmail.com, scapson@co.wasatch.ut.us
Cc: Leslie Larsen <leslielarsen@utah.gov
Dear gentlemen,
I am working with Leslie Larsen on the JSSD project. Please see the email thread below for follow-up questions related to the Fishin With Bread Transaction that I sent to Mark Gaylord last week. I neglected to cc you in that email. I have not yet received a response from Mr. Gaylord.

Thank you,
Julie Wrigley
Audit Supervisor
desk: 801-538-1340
cell: 801-808-0194
fax: 801-538-1383
Office of the Utah State Auditor
Utah State Capitol Complex
East Office Building, Suite E310
PO Box 142310
Salt Lake City, Utah 84114
--------
From: Julie Wrigley <jwrigley@utah.gov
Date: Mon, Mar 31, 2014 at 2:24 PM
Subject: Re: Records Request
To: "Gaylord, Mark (SLC)" [Gaylord@ballardspahr.com](mailto:Gaylord@ballardspahr.com)
Cc: Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)

Mr. Gaylord,
Thank you for sending the requested documents last week.
Two follow-up questions regarding item \#6 (Fishin With Bread Transaction):

1. Since there was no appraisal or any other documentation that supported the land value, I have assumed that this documentation does not exist. Please advise and provide documentation if it exists.
2. We have requested an explanation as to why this transaction was structured the way it was. While the provided documentation details the structure of the transaction, it does not provide an explanation as to why it was handled this way. On its face, the transaction appears to unnecessarily benefit a third party at the expense of the rate payers. Please provide an explanation as to why Fishin with Bread was involved in this transaction and why JSSD assisted them with their purchase of the land.

Regards,

Julie Wrigley
Audit Supervisor
desk: 801-538-1340
cell: 801-808-0194
fax: 801-538-1383
Office of the Utah State Auditor
Utah State Capitol Complex
East Office Building, Suite E310
PO Box 142310
Salt Lake City, Utah 84114

On Thu, Mar 27, 2014 at 2:07 PM, Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov) wrote:
Here's what should be delivered today. Thanks!
$\qquad$ Forwarded message
From: Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)
Date: Mon, Mar 24, 2014 at 12:58 PM
Subject: Re: Records Request
To: "Gaylord, Mark (SLC)" [gaylord@ballardspahr.com](mailto:gaylord@ballardspahr.com)
Cc: jayprice@digis.net, mikekohler2009@gmail.com, scapson@co.wasatch.ut.us

Mr. Gaylord,
I would like to make an additional request to be included with my request dated March 20 th and with a deadline of Wednesday March 26, 2014:
8. The last payroll report for December 2013 which shows year-to-date gross pay, total deductions, and net pay for all JSSD employees and board members.

Thank you,
Leslie Larsen

On Thu, Mar 20, 2014 at 1:05 PM, Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov) wrote:
Mr. Gaylord,
I am requesting the following JSSD records:

1. Vendor history reports for Day's Market, Staples, Home Depot, and Reams for the period of January 2008 - December 2013.
2. The paid invoice file for the same vendors and time frame as 1. above.
3. A list of any other businesses that have extended JSSD a line of credit or charge account for the period of January 2008 - December 2013.
4. Bad debt detail information for the period of January 2008 - December 2013. Please include write-off
policy and procedure.
5. All contracts for the period January 2008 - December 2013 between JSSD and any other Wasatch County special senice districts for administrative services to be provided by JSSD on behalf of the other district.
6. Any and all documents related to the Fishin' With Bread land purchase transaction. Please ensure an appraisal or some other documentation of land value is included as well as an explanation as to why the sale was structured that way.
7. The remaining closed meeting minutes and recordings for June 2012, August 2012 and January 2008 December 2011.

Please acknowledge receipt of this request.
Also, please coordinate transfer of these records to me no later than Wednesday March 26, 2014.
Thank you,
--
Leslie Larsen, CPA, CFE
Office of the Utah State Auditor
Utah State Capitol Complex Ste E310
P.O. Box 142310

Salt Lake City, UT 84114
(801) 538-1348 office
(801) 808-0379 cell
(801) $538-1383$ fax
-
Leslie Larsen, CPA, CFE
Office of the Utah State Auditor
Utah State Capitol Complex Ste E310
P.O. Box 142310

Salt Lake City, UT 84114
(801) 538-1348 office
(801) 808-0379 cell
(801) 538-1383 fax

Leslie Larsen, CPA, CFE
Office of the Utah State Auditor
Utah State Capitol Complex Ste E310
P.O. Box 142310

Salt Lake City, UT 84114
(801) 538-1348 office
(801) 808-0379 cell
(801) 538-1383 fax

## Ballared Spahr

## HOTLINE <br> JSSD <br> RESPONSE FROM JSSD EXPLAINING FISHIN' AND WILLEY LAND TRANS. 3JSSD8L

| One Urah Center, Suite 8 oo |  | Mark R. Gaylord |
| :---: | :---: | :---: |
| 201 Sourt Main Strees |  | Direct: 801.531.3070 |
| Salt Lake Ciiy, UT 84iII-222I |  | Fax: 801.321.9070 |
| TEL 80.531.3000 |  | gaylord@ballardspair.com |
| FAX 801.5ji. 3001 wwwhallardspahr.com |  |  |

April 3, 2014 Evaluation of ISSD's response related to the Fishin' With Bread and Willey land transactions will be done on 3JSSD8L-45 and 3JSSD8L-55, respectively. Further testwork here is NCN.

Via Hand Delivery

Leslie Larsen, CPA, CFE
State of Utah
Office of the State Auditor
Utah State Capitol Complex
East Office Building, Suite E310
P.O. Box 142310

Salt Lake City, Utah 84114-2310

Mark R. Gaylord
Dine: 8015313070
Fax. 801.321.907 gaylord@ballardspahr.com

## Jordanelle Special Services District Response to State Auditor Request of March 26, 2014

Dear Ms. Larsen:
In response to your email of March 26, 2014, we hereby submit documents relating to the North Village Special Service District's and Jordanelle Special Service District's joint purchase of real property from Investment Lodging Corporation in 2008. Specifically, we are providing an inventory of the documents along with the documents (bates no. JSSD00002750 to JSSD00002916).

In producing these records, and per your request, we would like to provide a brief explanation as to how this transaction came about and the District's reason for acquiring this property. In addition, in response to Julie Wrigley's March 31 ${ }^{\text {st }}$ email, we will provide further detail relating to JSSD's purchase of the "Best Ranch" from Fishin with Bread, LLC.

## North Village Property Transaction

As a matter of background, the so-called North Village transaction arose in late 2007 or early 2008 when a developer (Investment Lodging Corporation ("LLC")) was facing difficulty with property it had acquired and intended to use for a detention/retention basin for the storm water system for a large portion of the North Village development. Wasatch County's storm water consultant had worked with the developers to begin preliminary planning of a regional storm water system. In late 2007 or early 2008, ILC encountered financial difficulty and several board members became aware that it might lose the property. The JSSD board discussed purchasing the property with the idea that it could be used not only for eventual storm water retention, but possibly for a site

Leslie Larsen, CPA, CFE
April 3, 2014
Page 2
for a joint SSD administration building, a pump station site, and for other District facilities. ${ }^{1}$ There was also some discussion that the Districts, NVSSD and JSSD, would be assigned to provide storm water services as an additional service, and would thus own and operate any storm water detention facilities.

After much discussion during the course of 2008, and at the direction of the governing body of JSSD, the manager contacted representatives of ILC about the opportunity to acquire the property. An independent appraisal was completed in August/September of 2008, which appraised the property at $\$ 2.0$ million. After negotiations with ILC, it agreed to sell the property to JSSD for the total purchase price of $\$ 1,828,309.84$. The proposed purchase was presented to JSSD's governing board during the October 2008 meeting. The board voted unanimously to have the manager complete the purchase of the subject property.

JSSD completed the purchase of the property in the Spring of 2009. After economic conditions changed significantly, JSSD became concerned that it might not be able to make the subsequent payments on the property and attempted to negotiate new terms which proved unsuccessful. JSSD paid the down payment, and two of the three annual payments.

In 2001, the governing board of NVSSD and the governing board of JSSD agreed that the NVSSD would make the third and final payment. Eventually, the two Districts entered into an agreement whereby NVSSD would make the third payment. By doing so, it would hold a one-third interest in the property. Eventually, NVSSD will acquire the balance of the property when it pays JSSD the amounts JSSD paid to the seller. NVSSD voted to approve that contract and agreed to make the final payment in the December 1,2011 meeting. JSSD ratified the agreement in the May 2013 meeting.

## Fishin with Bread, LLC Purchase Transaction

As a part of the construction of the Water Reclamation Facility (the "WRF"), the District originally acquired a parcel of property on Old Highway 40 near the base of the Jordanelle Dam. This was the only location available at the time for construction of the WRF. As the engineers began to design the facility, they dug a series of test pits and installed pizometers to determine the depth of the groundwater in the area. Tests results were very troubling, indicating that, in order to de-water the site sufficiently to allow construction of the WRF, it might result in a substantial increase in costs for construction of the plant. The very feasibility of using that site was called into question. In April of 2006 , the property known as the "Best Ranch" came up for sale. This property was approximately $1 / 4$ mile further South of the planned WRF site.

The engineers, staff and governing board discussed and determined that the Best Ranch site was a superior location for the WRF. The manager had multiple discussions with members of the governing board, who instructed the manager to contact the seller's agent and indicate that JSSD was

[^2]Leslie Larsen, CPA, CFE
April 3, 2014
Page 3
interested in purchasing the property. The manager called the listing agent, informed him of JSSD's interest, and asked for permission to go on the site and install pizometers to confirm the absence of ground water. JSSD's engineers determined there were not the same ground water concerns and JSSD determined that it was in its best interest to offer to purchase this site to be used for the WRF.

The manager communicated with Jon Bronson, of Zion's Bank Public Financing, who was the District's Financial Advisor for the Area C Bond and Blaine Carlton, the District's Bond Counsel. Both confirmed that it was legal, within the bond law and documentation, to purchase the additional property if the District determined that it would be a superior site. However, Mr. Bronson indicated that there would be some delay in getting the bond funds to purchase the site, but was confirmed that a portion of the bond proceeds could be used to purchase the Best Ranch.

With this understanding, the manager once again reached out the seller's agent and becane aware that others had also expressed an interest in purchasing the Best Ranch. JSSD learned that several potential buyers were interested in purchasing the Best Ranch for a number of recreational uses and to construct fishing cabins. The district also learned that Mr. Flinders was interested in purchasing the property to mitigate wetlands on another parcel of property he was developing.

Shortly thereafter, the manager spoke with Mr. Flinders, and told him that JSSD was interested in buying the property. Mr. Flinders confirmed that he also wanted to buy the property. The manager explained that JSSD was not able to complete the sale until it had the funds necessary to do so, which may take longer than the seller's preferred. Mr. Flinders expressed a willingness to purchase the property to "lock it up" and then sell most, or all of the property to JSSD. The manager discussed this proposal with board members. A concern was raised that Mr. Flinders would demand a higher purchase price and that JSSD did not want to pay any more than the list price. JSSD was also concerned that another buyer would purchase the property before the Bond could secure the funds to complete the sale. Accordingly, in follow-up disccirssions with Mr. Flinders he assured JSSD that he would purchase the property and sell it to the district for the list price of the original seller -$\$ 2,790,000.00$. From that point on, the manager negotiated solely with Mr . Flinders for the purchase of the property.

None of the Board members, nor the manager, had any knowledge of, or involvement in, aniy negotiations between Mr. Flinders and the original seller, the formation of Mr. Flinders' LLC, or any other aspect of the transaction between Mr. Flinders and the seller.

On the $4^{\text {th }}$ of May, 2006, the Board passed resolution 2006-13, authorizing the manager to enter into the Real Estate Purchase Contract to purchase the property from Mr. Flinders for the original list price of $\$ 2,790,000$. Although no appraisal was obtained for the property, the purchase price was discussed, and based on the interest shown in the property, believed to be a fair value. Therefore, the Board approved moving forward with the purchase.

As the closing date approached, the District learned that Mr. Flinders was obtaining a commercial loan to finance the purchase of the property. The bank expressed concern that the District would not go forward with the purchase and asked the District to assure that it would purchase the property from Mr. Flinders. Although the manager assured the bank that JSSD would purchase the property, the District was asked to sign an Assignment of Deposit Account for the

Leslie Larsen, CPA, CFE
April 3, 2014
Page 4
purpose of assuring the purchase. Since the timing of Mr. Flinders' loan and the closing were almost simultaneous, the manager signed the Assignment based on the understanding from $\mathrm{Mr}^{\circ}$. Bronson that the bond money would be available for the purchase. As expected, the Bond funds came in and the purchase was consummated, with the full knowledge and approval of the governing body.

Very truly yours,
BALLARD SPAHR LIP
Mark Coyford/MJV

## MRG/mjg

cc: Mr. Dan Matthews
Melanie Vartabedian, Esq.


THE STATE OF UTAH SENDS GREETINGS TO:

Jay Price, Chairman<br>Wasatch County Council<br>P.O. Box 519<br>Heber City, UT 84032

WHEREAS under Utah Code Ann. subsection 67-3-1(5), the Utah State Auditor has the authority to issue subpoenas for the purpose of obtaining documents necessary to the performance of his audit responsibilities.

WHEREAS the Office of the Utah State Auditor is conducting an investigation of Jordanelle Special Service District;

NOW, THEREFORE, by virtue of its statutory authority, the Utah State Auditor orders you to provide the following records by 12:00 p.m. (noon) on May 19, 2014 and deliver to Leslie Larsen, Audit Supervisor, at the Utah State Capitol Complex, East Office Building, Suite E310, Salt Lake City, Utah, 84114:

## ITEMS TO BE PRODUCED

Closed meeting minutes and recordings for the Jordanelle Special Services District for January 2008 through December 2011, June 2012, and August 2012.

BY AUTHORITY I have this 14 day of May,, 2014 , issued the foregoing
Subpoena, and affix my signature.


Onc Urah Cemer Sur re ton<br>20 Souch Man Sures<br><br><br>F4x 801,531,3001<br>wowballatematriom

HOTLINE
3JSSD8L-35G1
JSSD
JSSD RESPONSE TO SECOND SUBPOENA

## 3JISSD8L

May 19, 2014

## Via $E$-mail

Leslie Larsen, CPA, CFE
State of Utah
Office of the State Auditor
Utah State Capitol Complex
East Office Building, Suite E310
P.O. Box 142310

Salt Lake City, Utah 84114-2310

JSSD reaffirms it's position that our request for closed meeting minutes is improper. On page $2 /$, JSSD explains that a former employee who was charged with taking and recording the closed meeting minutes maintained them on her computer. When she left JSSD, the minutes and recordings were inadvertantly deleted.

## Jordanelle Special Services District Response to State Auditor Subpoena dated May 14, 2014

Dear Ms. Larsen:
As you know, this firm represents Jordanelle Special Service District ("JSSD"). We are in receipt of the Subpoena directed to Jay Price, Chairman of the Wasatch County Council. The Subpoena seeks the production of the following CONFIDENTIAL records of JSSD:

Closed meeting minutes and recordings of Jordanelle Special Service District for January 2008 through December 2011, June 2012, and August 2012.

With respect to the foregoing request, JSSD and the Auditor's office has already been down this road with regards to JSSD's executive session minutes and the Auditor's demand for the production of such records. In fact, the parties entered in to a Stipulated Protective Order, a copy of which is attached. JSSD reaffirms its position that the request for its "Closed Meeting Minutes" is improper and goes far beyond the investigation being undertaken.

Regardless, as you also know, JSSD did produce all executive session minutes (i.e. Closed Meeting Minutes) from January 2012 to the present, save and excepting June and August. Attached hereto is a list of the Closed Meeting Minutes that we allowed Mr. Paul Tonks to review in accordance with the Protective Order. Although the Closed Meeting Minutes were not included in what was produced to Mr. Tonks, if you review the minutes of JSSD for those two months, you will see the subject matter of both executive sessions is disclosed. In June it was to address a staffing issue and "pending litigation" while the August minutes reveal the executive session was used to discuss a "Property sale or acquisition" and "pending litigation." Although JSSD has been unable to locate the audio recordings and/or written minutes, the public meetings we produced months ago reveal the subject matter of the two executive sessions.

DMWEST H10812509 v1

Leslie Larsen, CPA, CFE
May 19, 2014
Page 2

With regards to the "Closed Meeting Minutes" from January 2008 through December 2011, as we mentioned to Mr. Tonks when he came to review the Closed Meeting Minutes for 2012 and 2013, JSSD has undertaken an exhaustive search for the minutes from the "executive sessions" prior to 2012 without success. Apparently, JSSD's former employee, charged with taking and recording minutes during the JSSD board meetings, had maintained these records on her computer. When she left JSSD, as a shared employee, it appears that the Closed Meeting Minutes were inadvertently deleted from the computer. JSSD has continued to review its files to determine if any of the Closed Meeting Minutes were retained in hard copy, but that too has proven unsuccessful.

Finally, with regards to the information sought by the Subpoena, JSSD objects to the inference that JSSD held executive session meetings during each board meeting for a four year period. That simply was not the case. A review of JSSD's minutes for the same time period reveals that only four times during the 2008, 2010 and 2011 did JSSD hold an executive session, while it held five such meetings in 2009.

In closing, JSSD continues to be concerned about the Auditor's investigation to the extent that it would appear the Auditor's office is being used to further private litigants' lawsuits. Much of the information the Auditor has sought from JSSD parallels the very claims and charges being leveled at JSSD in no less than four separate lawsuits. We would very much like the opportunity to meet with you and Mr. McDougall to address our client's concerns. Although we welcome the Auditor's inquiries, we trust you can understand the concerns we've raised with you in prior communications.

Thank you for your consideration. Should you have any questions regarding the foregoing please do not hesitate to give me a call.


## MRG/mjg

Enclosures

```
cc: Melanie Vartabedian, Esq. (via email)
    Paul Tonks, Esq. (via email)
    Mr. Jay Price (via email)
    Mr. Steve Capson (via email)
    Mr. Michael Kohler (via email)
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## OFFICE OF UTAH STATE AUDITOR

In the matter of the
investigation of Jordanelle
Special Service District

Pursuant to Rule 26(c) of the Utah Rules of Civil Procedure, for the purpose of ensuring that matters raised by this investigation are made available to the Office of the Utah State Auditor ("State Auditor") while, at the same time, ensuring that protected and confidential information disclosed by Jordanelle Special Services District ("JSSD"), whether pursuant to compulsory process or voluntarily, is not improperly disclosed, the parties hereby stipulate and agree as follows:

## RECITALS

WHEREAS on February 28, 2014, JSSD was served with a Subpoena by the Office of the Utah State Auditor.

WHEREAS the Subpoena requests closed meeting minutes and recordings for JSSD from January 2008 through December 2013, which JSSD designates as protected records pursuant to Utah Code Ann. § 63G-2-305(17) and (18) (the "Protected Records").

WHEREAS the Protected Records contain attorney-client privileged information and work product regarding pending litigation pending against JSSD in Fourth District Court, State of Utah.

WHEREAS JSSD wishes to cooperate with the State Auditor and adequately respond to the Subpoena, so long as the Protected Records and the contents contained therein are not disclosed under any circumstances by the Auditor and such cooperation does not constitute a waiver of the attorney client and work-product privileges.

## STIPULATION

NOW THEREFORE, based on the mutual agreement between JSSD and the State Auditor, the parties hereby stipulate and agree as follows:

1. JSSD shall make the Protected Records available for an in camera review by counsel of the Auditor and one or more representatives of the State Auditor's office (the "Reviewing Parties").
2. The Reviewing Parties agree that:
a. Protected Records are confidential and protected records pursuant to Utah Code Ann. § 63G-5-305(17) and (18)
b. The Protected Records are being produced by JSSD, in camera, pursuant to Utah Code Ann. § 63G-2-206, with the understanding the Protected Records will remain protected and not subject to public dissemination and/or a GRAMA request to the Auditor.
c. By making the Protected Records available for in camera review JSSD is not waiving the attorney-client privilege and/or work product protection at any point of time in the future.
d. The Reviewing Parties shall not make any copies of the Protected Records.
e. The Reviewing Parties shall not disclose the contents of the Protected Records to any third-party but may make general reference to the contents of Protected Records in any audit issued by the Utah State Auditor in a public document.
f. The contents of the Protected Records shall not be used for any purpose other than for the State Auditor's office investigation.
3. If after review, the Reviewing Parties believe that the Auditor needs physical copies of the Protected Records, the Reviewing Parties shall inform JSSD's counsel in writing, explaining the legal grounds upon which such Protected Records are needed.
4. The parties shall cooperate with determining whether the Protected Records can be produced and/or whether to submit the issue to the Third Judicial District Court, Salt Lake County, State of Utah for judicial consideration.

DATED this $13^{\dagger \dagger}$ day of March, 2014
UTAH STATE AUDITOR


By: Paul Tonks, Esq.
Attorney for Auditor

By: Melanie Vartabedian
Attorney for JSSD

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 Jordanelle Special Services District Executive Session Minutes Audio Recording of Jordanelle Special Services District Executive Session Minutes

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 Jordanelle Special Services District Executive Session Minutes In Camera Review
Provided to State Auditor's Counsel Paul Tonks on 3/13/2014 Jordanelle Special Services District Executive Meeting Minutes

## HOTLINE JSSD

3ISSD8L-35G2
ADDITIONAL RESPONSE TO QUESTIONS RE SECOND SURPOENA

## RE: Jordanelle Special Service District's Response to State Auditor Subpoena dated 5/14/14

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1 meseage
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Gaylord, Mark (SLC) [Gaylord@ballardspahr.com](mailto:Gaylord@ballardspahr.com)
Thu, May 22, 2014 at 10:19 AM
To: Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)
Cc: "Vartabedian, Melanie J. (SLC)" [vartabedianm@ballardspahr.com](mailto:vartabedianm@ballardspahr.com), "jayprice@digis.net" [jayprice@digis.net](mailto:jayprice@digis.net), "scapson@co.wasatch.ut.us" [scapson@co.wasatch.ut.us](mailto:scapson@co.wasatch.ut.us), "mikekohler2009@gmail.com"
[mikekohler2009@gmail.com](mailto:mikekohler2009@gmail.com)
JSSD response indicates the former employee who was charged with taking
Leslie and recording minutes was Janet Carson, Former Clerk. JSSD also gives more detail regarding the missing minutes. See $2 /$.

JSSD's response to questions are set forth below. In responding, we would like to address your characterization that all executive sessions are "important." Actually, that is not entirely accurate. Generally, the only time JSSD went into executive session was to address (a) pending litigation in which strategies and information was discussed with counsel subject to the attorney/client privilege and/or work product doctrine; (b) human resource issues, that is employment issues; and (c) proposed terms and conditions for the purchase and/or sale of assets. With respect to item (c), this was done to avoid revealing the terms and conditions upon which JSSD may be acquiring and/or selling an asset. However, when it came time to authorize the purchase and/or sale of property, JSSD always discussed the sale as part of its public meeting. The balance of all JSSD business was discussed openly, including but not limited to all issues relating to management of JSSD, including Area C and the approval of funds expended for the construction of the Improvements the District undertook with regards to Area C. Therefore, although executive sessions are an essential part of JSSD's need for confidentiality, the information conveyed in those meetings are limited in scope and do not deal with the day-to-day operations of the District, which were openly discussed during Board Meetings and reflected in the minutes of JSSD previously produced. More importantly, no official business was ever conducted during these executive sessions.

Thank you for your consideration. If you have any other questions, please do not hesitate to let me know.

Thanks.
Mark R. Gaylord
Ballard Spahr LLP
One Utah Center, Suite 800
201 South Main Street
Salt Lake City, UT 84111-2221
Direct 801.531.3070
Mobile 801.209.0446
Fax 801.321.9070
gaylord@ballardspahr.com | www.ballardspahr.com

From: Leslie Larsen [mailto:leslielarsen@utah.gov]
Sent: Wednesday, May 21, 2014 5:54 PM
To: Gaylord, Mark (SLC)
Cc: Vartabedian, Melanie J. (SLC); jayprice@digis.net; scapson@co.wasatch.ut.us; mikekohler2009@gmail.com
Subject: Re: Jordanelle Special Service District's Response to State Auditor Subpoena dated 5/14/14

In follow-up to your letter regarding the missing executive session minutes and recordings, I have a couple questions:

1. Who, by name, was the fomer employee charged with taking and recording minutes?

The former employee is Janet Carson. She was an employee of the Wasatch County Fire District and split her time with Jordanelle Special Service District. JSSD reimbursed the Fire District for her services. She acted as the secretary for all JSSD board meetings. Therefore, she was responsible for maintaining the minutes, including minutes from the executive sessions.
2. Why were important executive session minutes allowed to be stored on the employees computer?

The minutes from the executive sessions were recorded on a JSSD laptop, not the employee's laptop. Ms. Carson would record the minutes using a microphone attached to the computer and we assume saved as a wav file. When Ms. Carson ceased working for JSSD, the laptop remained at JSSD. The District's staff attempted to download and save all information on the laptop, but discovered the hard drive was damaged. Although data was downloaded onto a disk, the District's efforts to locate the disk have proven unsuccessful. We will continue to see if we can locate the disk to determine if we were successful in saving copies of the minutes. [Note, at the very least, we do have written minutes for the time periods you requested and as noted above, the executive sessions were limited in scope, dealt with confidential information, and more importantly no action was taken during the executive sessions. In other words, if action was taken by the District, it was done during the public meeting.]

Thank you,

On Mon, May 19, 2014 at 6:06 PM, Goodale, Mary Jane (SLC) [GoodaleM@ballardspahr.com](mailto:GoodaleM@ballardspahr.com) wrote: Attached is a letter to you from Mark Gaylord of today's date, which I am forwarding to you on his behalf.

## Mary Jane Goodalle

# RE: Jordanelle Special Service District's Response to State Auditor Subpoena dated 5/14/14 

1 message

Gaylord, Mark (SLC) [Gaylord@ballardspahr.com](mailto:Gaylord@ballardspahr.com)
Tue, Jun 17, 2014 at 3:36 PM
To: Leslie Larsen [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)
Cc: "Vartabedian, Melanie J. (SLC)" [vartabedianm@ballardspahr.com](mailto:vartabedianm@ballardspahr.com), "Larsen, Randall M. (SLC)"
[Larsen@ballardspahr.com](mailto:Larsen@ballardspahr.com), "jayprice@digis.net" [jayprice@digis.net](mailto:jayprice@digis.net), "Steve Capson (src@khsa.biz)"
[src@khsa.biz](mailto:src@khsa.biz), "mkohler@co.wasatch.ut.us" [mkohler@co.wasatch.ut.us](mailto:mkohler@co.wasatch.ut.us), "Paul Tonks (ptonks@utah.gov)"
<ptonks@utah.govs
JSSD's response indicates that Janet Carson, Former Clerk, who was charged Leslie - with taking and recording closed meeting minutes, was employed by JSSD from approx. 2002 to January 2012. See 3JSSD8L-06 for additional discussion regarding the missing closed meeting minutes and recordings.

First, let me apologize for the delay in responding. I got busy with depositions last week and let this slip through the cracks.

With regards to Ms. Carson she was never employed by JSSD directly. Rather, she worked part time for JSSD from approximately 2002 to January 2012. She was actually employed by Wasatach County Fire District, which billed JSSD for a portion of her wages. She quit in January of 2012.

With regards to the closed meeting minutes, by my email below, we were not attempting to imply that such meetings are not "important." In fact to the contrary, they are vital to the right of the government entity to have private conversations when the issues to be discussed involve legal issues that are the subject of pending or anticipated litigation. However, as I mentioned below, with the exception of attorney client communications, work product, litigation strategy, issues relating to employment, and/or potential purchase and sale of assets, the District does not go into an executive session. As it relates to the latter two items (employment and the purchase or sale of assets), if a decision is made in executive session, the Board will then move out of executive session and take action during the public meeting. Hence, the only information that remains protected would be matters involving the providing of legal advice, legal strategy, and the like.

I hope this clarifies JSSD's position. In that regard, JSSD is fully aware that closed meeting minutes and recordings are "permanent" records. As I mentioned in prior communications, the District has searched its files for the missing minutes (which were maintained by Ms. Carson) and have been unable to locate them. It will continue to search for these records and will produce them if and when they are located.

In closing, as you know, we've requested an opportunity to sit down with you and the Auditor at a mutually convenient time. We believe that the private litigants who continue to feed the Auditor information have improperly characterized the nature of JSSD's management in an effort to further
their own self-interests. We believe it only fair that JSSD be given an opportunity to be heard in a meaningful way.

Thank you in advance for your time and consideration.

Mark R. Gaylord

Ballard Spahr LLP
One Utah Center, Suite 800
201 South Main Street
Salt Lake City, UT 84111-2221
Direct 801.531.3070
Mobile 801.209.0446
Fax 801.321.9070
gaylord@ballardspahr.com | www.ballardspahr.com
CONFIDENTIALITY NOTICE -- This e-mail transmission, and any documents, files or previous e-mail messages attached to it may contain confidential or legally privileged information. If you are not the intended recipient, you are hereby notified that you must not read this transmission and that disclosure, copying, printing, distribution or use of any of the information contained in or attached to this transmission is STRICTLY PROHIBITED. If you have received this transmission in error, please immediately notify the sender by telephone or return e-mail and delete the original transmission and its attachments without reading or saving in any manner. Thank you.

From: Leslie Larsen [mailto:leslielarsen@utah.gov]
Sent: Monday, June 02, 2014 12:36 PM
To: Gaylord, Mark (SLC)
Subject: Re: Jordanelle Special Service District's Response to State Auditor Subpoena dated 5/14/14

Mr. Gaylord,

I have another follow-up question:

- What are the starting and ending dates of Janet Carson's employment with JSSD?

Also, I contend that by their very nature, closed meeting minutes and recordings are important. Regardiess, the law is clear that closed meeting minutes and recordings are permanent records, whether the entity deems them important or not.

Thank you,

Leslie Larsen

OFFICE OF THE UTAH STATE AUDITOR
STATUS - PROTECTED (CREDTT CARD NUMBERS)

| In the matter of the investigation |
| :---: |
| of Jordamelle Special Service |

District

THE STATE OF UTAH SENDS GREETINGS TO:

The Kroger Company<br>c/o Corporation Service Company<br>2180 South 1300 East Ste 650<br>Salt Lake City, UT 84106

WHEREAS under Utah Code Ann. subsection 67-3-1(5), the Utah State Auditor has the authority to issue subpoenas for the purpose of obtaining documents necessary to the performance of his audit responsibilities;

WHEREAS the Office of the Utah State Auditor is conducting an investigation of Jordanelle Special Service District;

NOW, THEREFORE, by virtue of its statutory authority, the Utah State Auditor orders you to provide the following records within a reasonable time frame, not to exceed 30 days from the date of this subpoena, to be coordinated with Ms. Leslie Larsen, Audit Supervisor, at 801-808-0379 and to be delivered to Ms. Larsen at the Utah State Capitol Complex, East Office Building, Suite E310, Salt Lake City, Utah, 84114-2310:

## ITEMS TO BE PRODUCED

Itemized receipts for any and all purchases made at Smith's Grocery Stores for the period January 2008 through December 2013 with the following credit cards issued to employees of Jordanelle Special Service District:

First National VISA.
CapitalOne VISA:
CapitalOne VISA.
Zions VISA XXXX XXXX XXXX 5358 - Please see attached list of dates and amounts
Please contact Leslie Larsen, Audit Supervisor at (801) $808-0379$, with an estimate of costs before proceeding and to obtain more information if inecessary. BY AUTHORTTY I have this 16 day of Jure, 2014, issued the foregoing Subpoena, and affix my signature.


| Card | Transaction Date | Transaction Description | Amount |
| :---: | :---: | :---: | :---: |
| Zion 5358 | 4, 4 /26/2012 | Smith's Food \#4063.teber City, UT | 8.42 |
| Zion 5358 | 5/15/2012 | Smith's Food \#4063 Heber City, UT | 67.58 |
|  | 6/12/2012 | Smiths foodw44063 Heber City, UT | Wviwer 46.37 |
| Zion 5358 | 6/18/2012 | Smith's Food \#4063 Heber City, UT | 49.25 |
| 2ion5358 | - ${ }^{\text {a }}$ /2/2012 | Smith s food \#4063 Heber City UT, | \% 142.11 |
| Zion 5358 | 7/9/2012 | Smith's Food \#4063 Heber City, UT | 121.59 |
| Zion 5358 | - 9/4/2012, | Smilh is food \#4063 Heber City. UT | $22.29$ |
| Zion 5358 | 9/10/2012 | Smith's Food \#4063 Heber City, UT | 31.99 |
|  | - 9/11/2012 | Smiths Food \#4, 63, Weber City, UT | 62.95 |
| Zion 5358 | 9/17/2012 | Smiths Food - Heber City | 23.84 |
|  | - $12 / 4 / 2012 \mathrm{~m}$, | Smithis rood \#4063 Heber City, UT | 76.85 |
| Zion 5358 | 1/11/2013 | Smiths Food - Heber City | 11.97 |
| Zion 5358 | $2 / 5 / 2013$, | Smiths Eood Heber City | $125.01$ |
| Zion 5358 | 3/6/2013 | Smiths Food - Heber City | 101.07 |
| Zion 5358 | $1 / 9 / 2013$ | Smiths Food - Heber City | H-203.32 |
| Zion 5358 | 10/3/2013 | Smiths Food - Heber City | 23.42 |
| Zion 5358 | 10/22/2013 | Smiths Food - Heber City. | (2) 13.29 |
| Zion 5358 | 12/5/2013 | Smiths Fuel - Heber City | 61.52 |

Leslie Larsen <leslielarsen@utah.gov

## Fowwarded message

From: Whittaker, Racheal M [racheal.whittaker@kroger.com](mailto:racheal.whittaker@kroger.com)
Date: Thu, Jun 19, 2014 at 12:11 PM
Subject: Subpoena
To: "leslielarsen@utah.gov" [leslielarsen@utah.gov](mailto:leslielarsen@utah.gov)

Good afternoon 1 attached transaction details requested in the subpoena. Unfortunately our data only goes back 1 year, so lam only able to produce 4 of the transactions.

Please let me know if you have any questions.

Thank you,

## Racheal M. Whittaker

MAX Transaction Monitoring Supervisor
The Kroger Co.
P: 513-387-1039
F: 513-387-1431
Racheal.Whittaker@Kroger.com

This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain information that is confidential and protected by law from unauthorized disclosure. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

Leslie Larsen, CPA, CFE
Office of the Utah State Auditor
Utah State Capitol Complex Ste E310
P.O. Box 142310

Salt Lake City, UT 84114
(801) 538-1348 office
(801) 808-0379 cell
(801) 538-1383 fax

## 2 attachments

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5 Binder1.pdf
78 K





## Fwd: Subpoena

Whittaker, Racheal M [racheal.whittaker@kroger.com](mailto:racheal.whittaker@kroger.com)
Fri, Jun 27, 2014 at 6:57 AM
To: Sean Clayton [sclayton@utah.gov](mailto:sclayton@utah.gov)

Please see attachment for both transactions.

Thank you

The initial response to our subpoena from Kroger Co (see 3JSSD8 -35 H ) was missing 2 transactions. This is our request for and Kroger's response to our additional request for the transactions. See credit card testwork on 3JSSD8L-10.

From: Sean Clayton [mailto:sclayton@utah.gov]
Sent: Thursday, June 26, 2014 10:41 AM
To: Whittaker, Racheal M
Subject: Fwd: Subpoena

Racheal,

My name is Sean Clayton and I am working with Leslie Larsen on the analysis of the transactions from our subpoena that you provided. Thank you for the previous receipts provided. We are looking for two more. They are listed below and were made with the credit card listed on the subpoena ending in 0863 (for the full credit card number see subpoena).

- Visa 0863 11/11/2013 in the amount of $\$ 7.17$ at Smith's Food in Heber City, Utah
- Visa 0863 12/03/2013 in the amount of $\$ 40.27$ at Smith's Food in Heber City, Utah

If you have any questions feel free to contact me via email or my mobile is listed below.
Regards,

| Sean Clayton | Work: (801) 615-3900 |
| :---: | :---: |
| Staff Auditor | Email: sclayton@utah.gov |
| Office of the Utah State Auditor | Professional Profile |
| Utah State Capitol Complex |  |
| East Office Building, Suite E310 |  |
| PO Box 142310 |  |
| Salt Lake City, Utah 84114 |  |

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53 K


```
        HOTLINE
    JSSD - SUBPOENA TO HOME DEPOT
    OFFICE OF THE UTAEHSTATE AUDITOR
STATUS - PROTECTED (CREDIT CARD NUMBERS)
```

In the matter of the investigation
of Jordanelle Special Service District

## SUBPOENA

## THE STATE OF UTAH SENDS GREETINGS TO:

> The Home Depot, Inc.
> Attn: Legal Department
> 2455 Paces Ferry Rd.
> Atlanta, GA 30339

WHEREAS under Utah Code Ann. subsection 67-3-1(5), the Utah State Auditor has the authority to issue subpoenas for the purpose of obtaining documents necessary to the performance of his audit responsibilities;

WHEREAS the Office of the Utah State Auditor is conducting an investigation of Jordanelle Special

## Service District;

NOW, THEREFORE, by virtue of its statutory authority, the Utah State Auditor orders you to provide the following records within a reasonable time frame, not to exceed 30 days from the date of this subpoena, to be coordinated with Ms. Leslie Larsen, Audit Supervisor, at 801-808-0379 and to be delivered to Ms. Larsen at the Utah State Capitol Complex, East Office Building, Suite E310, Salt Lake City, Utah, 84114-2310:

## ITEMS TO BE PRODUCED

Itemized receipts for any and all purchases made at Home Depot Stores for the period January 2008 through December 2013 with the following credit cards issued to employees of Jordanelle Special Service District:

First National VISA
CapitalOne VISA.
CapitalOne VISA 4
Please contact Leslie Larsen, Audit Supervisor at (801) 808-0379, with an estimate of costs before proceeding and to obtain more information if necessary.
BY AUTHORITY I have this $\underline{L}^{4}$ day of June, 20/4, issued the foregoing Subpoena, and affix my signature.


## HOTLINE

2455 Paces Ferry Road Building C-20 • Atlanta, GA $30339-4024$
STATUS - PROTECTED (CREDIT CARD NUMBERS ON 2/)
Received correspondence on 7/7/2014

This is the first response to our subpoena issued to Home Depot on June 24th, 2014 (see 3JSSD8L-35I). Home Depot requests additional information, such as dates, amounts, and store location, which we provided in response to this request. Home Depot also explains that they will only be able to retreive the most recent 18-24 months' transactions (we requested itemized receipts from January 2008 through December 2013). See Home Depot's second response on 3JSSD8L-IA1, which includes detailed receipts in response to our subpoena, and see 3JSSD8L-10 for detailed credit card transaction testwork.

Leslie Larsen, Audit Supervisor
Utah State Capitol Complex
East Office Building
Suite E310
Salt Lake City, Utah 84114
Re: Jordanelle Special Service District
Dear Ms. Larsen:
This will serve as the response of The Home Depot to the attached request for certain credit card records in the above referenced matter. A laborious search was conducted in receipt lookup which retains receipts for $18-24$ months but no records found.

With respect to itemized credit card receipts, The Home Depot would need the information available from the statements (i.e. credit card numbers, store location, transaction dates, and amounts) in order to locate the individual transactions. I will be happy to conduct a search for any transactions that may still exist upon receipt of the information available from the statements.

Thank you for your attention to this matter.
Sincerely,


Valerie L. Gipson
Commercial Litigation
The Home Depot U.S.A. Inc.
Enclosure

$$
54-14.106-09426
$$

## OFFICe OF THE UTAH STATE AUDITOR

In the matter of the investigation
of Iordamelle Special Service District

## U1/27:2014

The Home Depot, Inc.
Attn Legal Department
2455 Paces Ferity Rd.
Atlanta, GA 30339
WHEREAS under Utah Code Ann, subsection $67-31(5)$, the Utah State Auditor has the authority to issue subpoenas for the purpose of obtaining documents necessary to the performance of his audit responsibilities,

WHEREAS the Office of the Utah State Auditor is conducting an investigation of Jordanelle Special Service District;

NOW, THEREFORE, by virtue of its statutory authority, the Utah State Auditor orders you to provide the following records within a reasonable time frame, not to exceed 30 days from the date of this subpoena, to be coordinated with Ms. Leslie Larsen, Audit Supervisor, at 801-808-0379 and to be delivered to Ms. Larsen at the Utah State Capitol Complex, East Office Building, Suite E310, Salt Lake City, Utah; 84114-2310:

## ITEMS TO BE PRODUCED

Itemized receipts for any and all purchases made at Home Depot Stores for the period January 2008 through
December 2013 with the follow ing credit cards issued to employees of Jordanelle Special Service District:
First National VISA 4
Capitalone VISA 4
CapitalOneVISA. 41
Please contact Leslie Larsen, Audit Supervisor at (801) 808-0379, with an estimate of costs before proceeding and to obtain more information if necessary.

BY AUTHORITY I have this


Leslie Larsen, Audit Supervisor
Utah State Capitol Complex
East Office Building
Suite E310
Salt Lake City, Utah 84114

2455 Paces Ferry Road C-20
Atlanta, GA $30339-4024$


HOTLINE
JSSD
2ND RESPONSE FROM HID.

# 2455 Paces Ferry Road Building C-20. Atlanta, GA 30339-4024 <br> STATUS - PROTECTED (CREDIT CARD NUMBERS ON 2/) 

Valerie L. Gipson, - Commercial Litigation
Direct Dial (770) $433-8211 \times 18435$ Direct Facsimile (770) 384-3655

Mail Code: C20
Email: valerie_gipson@homedepot.com

VIA EMAIL sclayton@utah.gov
Sean Clayton
Utah State Capitol Complex
East Office Building
Suite E310
Salt Lake City, Utah 84114

July 15, 2014
This is the second response from Home Depot. H.D. requested additional information (dates, times, store locations) in order to retreive itemized receipts for JSSD credit card purchases (see 3JSSD8L-IA). We compared the results here to our credit card purchases at H.D. on 3JSSD8L-10, and found that only 1 itemized receipt is missing here ( $1 / 8 / 13$ prchs for $\$ 427.95$ ). Note: H.D. responded on 3JSSD8L-IA that they would most likely only be able to retreive transactions from the previous $18-24$ months. Therefore, missing only 1 of the total $15 \mathrm{H} . D$. transactions for 2008-2013 (per 3JSSD8L -10 ) is acceptable and further inquiry with H.D. is NCN. See 3JSSD8L-10 for detailed testwork and conclusion on these transactions. Re: Jordanelle Special Service District

## Dear Mr. Clayton:

This letter will serve as a response of The Home Depot's to your subpoena regarding the above-referenced action. Enclosed are the records and a signed/dated Affidavit of Authenticity.

At your convenience if you have any further questions, please do not hesitate to contact me.


Commercial Litigation
The Home Depot Enclosure

In the matter of the investigation of Jordanelle Special Service District
$\qquad$

TH SUBPOENA

THE STATE OF UTAH SENDS GREETINGS TO:

## JUN 2 2014 SNiff

The Home Depot, Inc.


Attu: Legal Department 2455 Paces Ferry Rd.
Atlanta, GA 30339
WHEREAS under Utah Code Amin. subsection 67-3-1(5), the Utah State Auditor has the authority to issue subpoenas for the purpose of obtaining documents necessary to the performance of his audit responsibilities;

WHEREAS the Office of the Utah State Auditor is conducting an investigation of dardanelles Special

## Service District;

NOW, THEREFORE, by virtue of its statutory authority, the Utah State Auditor orders you to provide the following records within a reasonable time frame, not to exceed 30 days from the date of this subpoena, to be coordinated with Ms. Leslie Larsen, Audit Supervisor, at 801-808-0379 and to be delivered to Ms. Larsen at the Utah State Capitol Complex, East Office Building, Suite E310, Salt Lake City, Utah, 84114-2310:

## ITEMS TO BE PRODUCED

Itemized receipts for any and all purchases made at Home Depot Stores for the period January 2008 through December 2013 with the following credit cards issued to employees of Jordanelle Special Service District:

First National VISA *
Capital One VISA 41
3

CapitaIOne VISA 4
Please contact Leslie Larsen, Audit Supervisor at (801) 808-0379, with an estimate of costs before proceeding and to obtain more information if necessary.
BY AUTHORITY I have this 24 day of The_, 20/4, issued the foregoing Subpoena, and affix my signature.



## STATE OF GEORGIA * COUNTY OF COBB *

IN RE: Jordanelle Special Service District

## AFFIDAVIT OF AUTHENTICITY

I swear and affirm under the penalties of perjury that I am the records custodian for The Home Depot and that the following 16 number of page (s) of records are true, correct and complete copies of the original documents which were made at or near the time of the occurrence of the matters set forth; by a person with knowledge of those matters or from information transmitted by a person with knowledge of those matters; that they were kept in the course of the regularly conducted activity of this office/facility; and that these records were made by the regularly conducted activity as a regular practice.

DATED:JUly 15,2014


Atlanta, Georgia 30339
(City, State, Zip Code)
I affirm under the penalties for perjury that the above and foregoing statements are true and correct to the best of my knowledge and belief.




```
***Trans 6400 Reg 0001 Cashier NRG39M
    4 4 1 5 0 0 0 0 1 6 4 0 0 4 ~ 1 0 / 2 3 / 2 0 0 8
SALE 61 NRG39M 12:02 PM
SALES POSTING DATE:: 10/23/2008
038739032054 LITE COMBO . 14.97
039800040220 ENRHCP2AAA 13.97
015286773609 CHP FLSLGHT <S> 37.97
039953519130 HSKY3LEDHL 9.99
015286773609 CHP FLSLGHT <S> 37.97
015286695673 FOCUS BEAM 49.99
4893465050248 TIE DOWNS <S> 13.98
    SUBTOTAL 178.84
    SALES TAX 11.27
    TOTAL $190.11
*ACCEPT
XXXXXXXXXXXXX0863 VISA 190.11
AUTH CODE 613014/4014400 EXPIR 0209 TA
```

```
***Trans 8914 Reg 0057 Cashier
        441500057 89144 12/09/2009
SALE 14 12:46 PM
SALES POSTING DATE: : 12/09/2009
750545101464 FAN HR 29.99
750545101464 FAN HR 29.99
750545101464 FAN HR 29.99
SUBTOTAL 89.97
SALES TAX \(\quad 5.71\)
TOTAL \(\$ 95.68\)
*ACCEPT *
XXXXXXXXXXXX0863 VISA 95.68 AUTH CODE 664505/2577931 EXPIR 0211 TA
```

|  |  |  |
| :---: | :---: | :---: |
|  | SUBTOTAL $\quad 46.14$ |  |
|  |  | + |



| ***Trans 5167 Reg 0058 Cashier 44150005851670 02/17/2011 |  |
| :---: | :---: |
| SALE 14 02:03 PM | 02:03 PM |
| SALES POSTING DATE: : 02/17/2011 |  |
| 051141254661 TOUGH TAPE | H TAPE 9.77 |
| ITEM CORRECTION |  |
| 051141254661 TOUGH TAPE | H TAPE -9.77 |
| 051141254661 TOUGH TAPE | HTAPE 9.77 |
| 07535303361615 YDGRNDUCT | GRNDUCT $\quad 3.59$ |
| 07535303359315 YORGDUCT $\quad 3.59$ |  |
| 054007112716 ELECT TAPE $\quad 3.79$ |  |
| 054007112716 ELECT TAPE 3.79 |  |
| 054007108511 35GRNELCTAPE | NELCTAPE 3.79 |
| 054007108368 35BLUELCTAPE |  |
| SUBTOTAL 32.11 | 32.11 |
| SALES TAX 2.04 |  |
| TOTAL $\quad \$ 34.15$ | \$34.15 |
| * ${ }^{\text {ACCEPT }}$ |  |
| XXXXXXXXXXXX0863 VISA |  |



| ***Trans 0084 Reg 0058 Cashier $44150005800842.06 / 29 / 2011$ |  |
| :---: | :---: |
| SALE $14 \quad 03: 07 \mathrm{PM}$ |  |
| SALES POSTING DATE: : 06/29/2011 |  |
| 0516430510654 PK CAM 22.97 |  |
| 070183888917 ROUND UP - 156.00 | .-. . . . . . . . . . . . |
| 026703005180 BUCKET $\quad 1: 58$ |  |
| SUBTOTAL 180.55 | $\triangle \mathrm{CO}$ |
| SALESTAX | $\triangle \mathrm{C}$ |
| TOTAL \$192.01 |  |
| *ACCEPT * |  |
| XXXXXXXXXXXXX0863 VISA 192.01 |  |
| AUTH CODE 222616/5587440 EXPIR 0213 TA |  |





|  |  | $\cdots$ |
| :---: | :---: | :---: |
|  |  |  |
| $\pm \underline{L}$ | TOTAL | $\triangle$ C. |
|  | *PROMPT FOR PO $*$ <br> XXXXXXXXXXXX0863 VISA 83.21 <br> AUTH CODE $366491 / 4016079$ EXPIR 0213 TA |  |



INTERVIEW SUBPOENAS TO BOARD \& MGT

OFFICE OF THE UTAH STATE AUDITOR

In the matter of the investigation of Jordanelle Special Service District

## SUBPOENA

THE STATE OF UTAH SENDS GREETINGS TO:

Dan Matthews, Manager<br>Jordanelle Special Service District<br>P.O. Box 519<br>Heber City, UT 84032

WHEREAS under Utah Code Ann. subsection 67-3-1(5), the Utah State Auditor may subpoena witnesses and documents and examine into any matter that the auditor considers necessary.

WHEREAS the Office of the Utah State Auditor is conducting an investigation of Jordanelle Special Service District (JSSD);

NOW, THEREFORE, by virtue of its statutory authority, the Utah State Auditor orders you to appear for the purpose of an interview related to certain JSSD financial transactions and practices. Please coordinate the day and time with Leslie Larsen, Audit Supervisor, at 801-8080379. The interview will be held no later than July 31, 2014 at either the JSSD Administrative Offices ( 5780 N. Old Highway 40, Heber City, Utah) or the Office of the Utah State Auditor (Utah State Capitol Complex, East Office Building, Suite E310, Salt Lake City, Utah).

BY AUTHORITY I have this 15 day of July, 2014 , issued the foregoing
Subpoena, and affix my signature.


OFFICE OF THE UTAH STATE AUDITOR

|  | In the matter of the investigation |
| :---: | :---: |
| of $\frac{\text { Jordanelle Special Service }}{\text { District }}$ | SUBPOENA |

## THE STATE OF UTAH SENDS GREETINGS TO:

Darrel Scow, Assistant General Manager
Jordanelle Special Service District
P.O. Box 519

Heber City, UT 84032
WHEREAS under Utah Code Ann. subsection 67-3-1(5), the Utah State Auditor may subpoena witnesses and documents and examine into any matter that the auditor considers necessary.

WHEREAS the Office of the Utah State Auditor is conducting an investigation of Jordanelle Special Service District (JSSD);

NOW, THEREFORE, by virtue of its statutory authority, the Utah State Auditor orders you to appear for the purpose of an interview related to certain JSSD financial transactions and practices. Please coordinate the day and time with Leslie Larsen, Audit Supervisor, at 801-8080379. The interview will be held no later than July 31, 2014 at either the JSSD Administrative Offices ( 5780 N. Old Highway 40, Heber City, Utah) or the Office of the Utah State Auditor (Utah State Capitol Complex, East Office Building, Suite E310, Salt Lake City, Utah).

BY AUTHORITY I have this 15 day of July,
Subpoena, and affix my signature.

## OFFICE OF THE UTAH STATE AUDITOR



## THE STATE OF UTAH SENDS GREETINGS TO:

Greg McPhie, Board Member

Jordanelle Special Service District
P.O. Box 519

Heber City, UT 84032
WHEREAS under Utah Code Ann. subsection 67-3-1(5), the Utah State Auditor may subpoena witnesses and documents and examine into any matter that the auditor considers necessary.

WHEREAS the Office of the Utah State Auditor is conducting an investigation of Jordanelle Special Service District (JSSD);

NOW, THEREFORE, by virtue of its statutory authority, the Utah State Auditor orders you to appear for the purpose of an interview related to certain JSSD financial transactions and practices. Please coordinate the day and time with Leslie Larsen, Audit Supervisor, at 801-8080379. The interview will be held no later than July 31, 2014 at either the JSSD Administrative Offices (5780 N. Old Highway 40, Heber City, Utah) or the Office of the Utah State Auditor (Utah State Capitol Complex, East Office Building, Suite E310, Salt Lake City, Utah).

BY AUTHORITY I have this 15 day of $\mathrm{Jnl} y$
Subpoena, and affix my signature.

OFFICE OF THE UTAH STATE AUDITOR
$\qquad$

THE STATE OF UTAH SENDS GREETINGS TO:
Jay Price, Board Member
Jordanelle Special Service District
P.O. Box 519

Heber City, UT 84032
WHEREAS under Utah Code Ann. subsection 67-3-1(5), the Utah State Auditor may subpoena witnesses and documents and examine into any matter that the auditor considers necessary.

WHEREAS the Office of the Utah State Auditor is conducting an investigation of Jordanelle Special Service District (JSSD);

NOW, THEREFORE, by virtue of its statutory authority, the Utah State Auditor orders you to appear for the purpose of an interview related to certain JSSD financial transactions and practices. Please coordinate the day and time with Leslie Larsen, Audit Supervisor, at 801-8080379. The interview will be held no later than July 31, 2014 at either the JSSD Administrative Offices ( 5780 N. Old Highway 40, Heber City, Utah) or the Office of the Utah State Auditor (Utah State Capitol Complex, East Office Building, Suite E310, Salt Lake City, Utah).

BY AUTHORITY I have this 15 day of July, $201 \%$, issued the foregoing
Subpoena, and affix my signature.

OFFICE OF THE UTAH STATE AUDITOR


THE STATE OF UTAH SENDS GREETINGS TO:
Kendall Crittenden, Board Member
Jordanelle Special Service District
P.O. Box 519

Heber City, UT 84032
WHEREAS under Utah Code Ann. subsection 67-3-1(5), the Utah State Auditor may subpoena witnesses and documents and examine into any matter that the auditor considers necessary.

WHEREAS the Office of the Utah State Auditor is conducting an investigation of Jordanelle Special Service District (JSSD);

NOW, THEREFORE, by virtue of its statutory authority, the Utah State Auditor orders you to appear for the purpose of an interview related to certain JSSD financial transactions and practices. Please coordinate the day and time with Leslie Larsen, Audit Supervisor, at 801-8080379. The interview will be held no later than July 31, 2014 at either the JSSD Administrative Offices ( 5780 N. Old Highway 40, Heber City, Utah) or the Office of the Utah State Auditor (Utah State Capitol Complex, East Office Building, Suite E310, Salt Lake City, Utah).

BY AUTHORITY I have this 15 day of Juy, 2014 , issued the foregoing
Subpoena, and affix my signature.


## OFFICE OF THE UTAH STATE AUDITOR



THE STATE OF UTAH SENDS GREETINGS TO:
Kips Bangerter, Board Member
Jordanelle Special Service District
P.O. Box 519

Heber City, UT 84032
WHEREAS under Utah Code Ann. subsection 67-3-1(5), the Utah State Auditor may subpoena witnesses and documents and examine into any matter that the auditor considers necessary.

WHEREAS the Office of the Utah State Auditor is conducting an investigation of Jordanelle Special Service District (JSSD);

NOW, THEREFORE, by virtue of its statutory authority, the Utah State Auditor orders you to appear for the purpose of an interview related to certain JSSD financial transactions and practices. Please coordinate the day and time with Leslie Larsen, Audit Supervisor, at 801-8080379. The interview will be held no later than July 31, 2014 at either the JSSD Administrative Offices ( 5780 N . Old Highway 40, Weber City, Utah) or the Office of the Utah State Auditor (Utah State Capitol Complex, East Office Building, Suite E310, Salt Lake City, Utah).

BY AUTHORITY I have this 15 day of July, 2014 , issued the foregoing
Subpoena, and affix my signature.

## OFFICE OF THE UTAH STATE AUDITOR



## THE STATE OF UTAH SENDS GREETINGS TO:

Michael Kohler, Board Member
Jordanelle Special Service District
P.O. Box 519

Heber City, UT 84032
WHEREAS under Utah Code Ann. subsection 67-3-1(5), the Utah State Auditor may subpoena witnesses and documents and examine into any matter that the auditor considers necessary.

WHEREAS the Office of the Utah State Auditor is conducting an investigation of Jordanelle Special Service District (JSSD);

NOW, THEREFORE, by virtue of its statutory authority, the Utah State Auditor orders you to appear for the purpose of an interview related to certain JSSD financial transactions and practices. Please coordinate the day and time with Leslie Larsen, Audit Supervisor, at 801-8080379. The interview will be held no later than July 31, 2014 at either the JSSD Administrative Offices ( 5780 N. Old Highway 40, Heber City, Utah) or the Office of the Utah State Auditor (Utah State Capitol Complex, East Office Building, Suite E310, Salt Lake City, Utah).

BY AUTHORITY I have this $\qquad$ Subpoena, and affix my signature.


## OFFICE OF THE UTAH STATE AUDITOR

$\qquad$

## THE STATE OF UTAH SENDS GREETINGS TO:

Stephen Capson, Board Member<br>Jordanelle Special Service District<br>P.O. Box 519<br>Heber City, UT 84032

WHEREAS under Utah Code Ann. subsection 67-3-1(5), the Utah State Auditor may subpoena witnesses and documents and examine into any matter that the auditor considers necessary.

WHEREAS the Office of the Utah State Auditor is conducting an investigation of Jordanelle Special Service District (JSSD);

NOW, THEREFORE, by virtue of its statutory authority, the Utah State Auditor orders you to appear for the purpose of an interview related to certain JSSD financial transactions and practices. Please coordinate the day and time with Leslie Larsen, Audit Supervisor, at 801-8080379. The interview will be held no later than July 31, 2014 at either the JSSD Administrative Offices ( 5780 N. Old Highway 40, Heber City, Utah) or the Office of the Utah State Auditor (Utah State Capitol Complex, East Office Building, Suite E310, Salt Lake City, Utah).

BY AUTHORITY I have this K day of July,
Subpoena, and affix my signature.

## OFFICE OF THE UTAH STATE AUDITOR

In the matter of the investigation of Jordamelle Special Service

## District

## SUBPOENA

## THE STATE OF UTAH SENDS GREETINGS TO:

Steve Farrell, Board Member

Jordanelle Special Service District
P.O. Box 519

Heber City, UT 84032
WHEREAS under Utah Code Ann. subsection 67-3-1(5), the Utah State Auditor may subpoena witnesses and documents and examine into any matter that the auditor considers necessary.

WHEREAS the Office of the Utah State Auditor is conducting an investigation of Jordanelle Special Service District (JSSD);

NOW, THEREFORE, by virtue of its statutory authority, the Utah State Auditor orders you to appear for the purpose of an interview related to certain JSSD financial transactions and practices. Please coordinate the day and time with Leslie Larsen, Audit Supervisor, at 801-8080379. The interview will be held no later than July 31, 2014 at either the JSSD Administrative Offices ( 5780 N. Old Highway 40, Heber City, Utah) or the Office of the Utah State Auditor (Utah State Capitol Complex, East Office Building, Suite E310, Salt Lake City, Utah).

BY AUTHORITY I have this 15 day of July
Subpoena, and affix my signature.

| JORDANELLE SPECIAL SERVICE DISTRICT | 3JSSD8L-40 |
| :--- | ---: |
| 3JSSD8L-40 Per Diem | February 28, 2014 |

PURPOSE: Per audit step 7 on 3JSSD8L-AP

## TESTWORK:

While reviewing JSSD's (the District) credit card purchases on 3JSSD8L -10 (see Note H on 3JSSD8L-10), we noted that meal purchases were made at various out of town restaurants. We compared these purchases to the per diem payments made to employees and board members on the Payment Approval Report, obtained from Mark Gaylord, Attorney, Ballard and Spahr. We requested proof of all per diem checks and received copies of checks starting in January 2010 from Mark Gaylord, Attorney, Ballard and Spahr. We tied these checks to the Payment Approval Report with NMEN. Reviewing the period 2010-2013 is considered sufficient to determine whether there is evidence of weaknesses in the use of per diem. We have noted on 3JSSD8L-40A where meal purchases on the credit card have occurred when per diem was also issued. See Notes F \& G below.

Per 3JSSD8L-35C2 33/ 'Travel and Training’ Policy, effective October 2005, the District allows a reimbursement of up to $\$ 40$ per day for meals for conferences. The policy also allows the amount to be adjusted by the Manager annually. Per our testwork, the District issues a flat per diem at a rate of $\$ 50$ per day. To gauge the reasonableness of the District's current per diem amount and practices we referred to the Utah Administrative Code (UAC) R25-7 and IRS rules which refer to the gsa.gov tables documented at 3JSSD8L-40B. The $\$ 50$ per day rate is higher than the per diem issued by the State of $\$ 39$ per day for in state travel and $\$ 46$ per day for out of state travel. None of the cities traveled to by the District classify as "premium" cities. We also confirmed that Wasatch County uses a per diem of $\$ 30$ dollars per day (source, Sandy Hansen, Wasatch County Deputy Clerk/Auditor). The IRS rates range from $\$ 46$ to $\$ 71$ (per 3JSSD8L$40 \mathrm{~B})$. We conclude that the per diem rate, while higher than the basic state rate and the county rate, is within the IRS range and is therefore considered reasonable. Therefore, further $t / w$ on the rate is NCN. NMEN.

During the management and board interviews held at the JSSD offices on Tuesday July 22, 2014, Steve Capson stated that JSSD follows IRS guidelines for per diem. However, we noted that JSSD does not use the partial day method as outlined by the IRS documented at 3JSSD8L-40B. Per our review, they pay a full day no matter how much of the day is traveled. The existing policy indicates that the District will pay "up to" $\$ 40$ per day, supporting the idea that the full amount should not be paid for less than a full day of travel. The District should reduce the per diem paid for partial days of travel. Failure to do so results in excess and unnecessary costs to the District. See 3JSSD8L-FR02.

Also during the interviews, two board members stated that while away at conferences some of their meals are paid for by others (engineers, vendors, etc.). We also noted on 3JSSD8L-40A, that it appeared some meals were provided by the hotel/conferences. Per 3JSSD8L-40B, UAC R25-7-6(a) \& UAC R25-6(b)(i), per diem should be adjusted for the time of day that employee leaves and returns and for any meals provided by a hotel or conference (and we infer any other
party). The failure to reduce the per diem amount to account for meal provided by other parties results in waste for the District. See 3JSSD8L-FR02.

We noted in the minutes that per diem \& mileage checks were often distributed in advance of conferences. We inquired with board members why per diem checks were handed out up to a month before the conference. The board members generally replied that they may have been written ahead of time but not distributed that far in advance (see 3JSSD8L-25F). However, per the JSSD board meeting minutes dated November 19 ${ }^{\text {th }}$, 2013, "mileage and per diem checks were handed out" for the conference taking place nearly one month later on December $10^{\text {th }}$ through $12^{\text {th }}$ in Las Vegas. The practice of distributing per diem so far in advance of travel exposes the District to waste and abuse. The travel policy at 3JSSD8L-35C2, only addresses direct reimbursement of expenses and requires employees to retain receipts to support reimbursement. However, it does allow for advance reimbursement of expenses. The policy and current practice are not consistent. The District should either follow its existing policy for reimbursement of travel expenses which requires employees to keep all receipts for reimbursement, or amend its policy to allow and properly monitor per diem payment. Regardless, advances should be reviewed to ensure that waste and abuse does not occur. See 3JSSD8L-FR02.

The inconsistency between the written travel policy and current practice of using per diem, the evidence that per diem was paid even though meals were provided by others, the practice of not reducing per diem for beginning and ending days of travel similar to Utah Admin Code and IRS rules, and the evidence that per diem was paid while also charging meals on the District's credit cards, indicates a weak control environment. The District did not have the proper controls to ensure that public funds were not wasted. Further, we are very concerned that employees and board members accepted per diem and then allowed the District and others to pay for their meals. The District should reduce the risk of misuse and abuse by paying per diem after the travel has occurred or by implementing a review or reconciliation of advances. The District needs to implement a policy that reduces per diem for partial travel days and meals provided by others. They should also ensure that employees don't use the credit card for meals covered by per diem. Finally, the District should consider seeking reimbursement for those meals that were provided by the district twice or provided by other parties. These issues are addressed at 3JSSD8LFR02. The use of the credit card to pay for meals during travel is also addressed at 3JSSD8LFR01. This is considered a key internal control weakness. Further test work is NCN.

SUMMARY: This is a key J/C weakness over disbursements. See finding on 3JSSD8L-FR02.

Notes:
$\mathbf{A}-\mathbb{E}$ : Not used in this testwork.
F \& G: Dan Matthews, General Manager, \& Darrell Scow, Assistant Manager JSSD, were issued per diem checks at a rate of $\$ 50$ per day. However, over the period reviewed, we discovered credit card purchases for meals in the amount of $\$ 1,741.80$ (sum of Note F for Dan Matthews) and $\$ 466.43$ (sum of Note $G$ for Darrel Scow) during times periods and in locations
that appeared to be related to conferences and therefore, should have been covered by per diem. These purchases were in addition to the per diem Mr. Matthews \& Mr. Scow were issued. Based on the amounts charged for meals, it appears likely that the meals included other people. We believe it is possible that other employees or Board Members of JSSD participated since they traveled together to these conferences. If so, this would be improper and an indicator of waste and abuse, because they too received per diem for travel related meal purchases. Therefore, we believe that these purchases in the amount of $\$ 1,741.80 \& \$ 466.43$ are an improper use of public funds. This is addressed at 3JSSD8L-FR02.
JORDANELLE SPECIAL SERVICE DISTRICT 3JSSD8L-40A Per Diem Summary




| ALS\% | Remu(a) | Evolec bete vame | Acount |  |  | Nota |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 0650 |  | 8/21/2013 Dan Matthews | $43000 \text {-Tra }$ | Per Diem - AWWA Conf Idaho | $36: 509 / 10-9 / 13 \quad \$ 36.50$ <br> charged in Hailey, ID, 9/12/13 <br> Shorty's Diner \$36.50 | $F$ |
| 0650 | 01562 | 8/21/2013 Darrel Scow | 43000-Trav | Per Diem - AWWA Conf Idaho 200.00 | 9/10-9/13 |  |
| 0659 | 01564 | 10/2/2013 Darrel Scow | $43000 \text { - Trave }$ | Per Diem-Caselle Conf LV $150.00$ | 343.20 \$343.20 charged at Caselle <br> Conf in Las Vegas; 10/15/13 So <br> Pt Silverado Steakhouse $\$ 214.99 ; 10 / 16 / 13$ So Pt Baja Miguels $\$ 128.21$ | $G$ |
| 0659 | 01564 | 10/7/2013 Darrel Scow | 43000-Trave | Mileage - Caselle Conf LV 482.51 |  |  |
| 0660 | 01571 | 10/2/2013 Eliza McGaha | 43000 - Trave | Per Diem-Caselle Conf LV |  |  |
| 0662 | 01569 | 10/2/2013 Kierstan Smith | 43000-Trave | Per Diem - Caselle Conf LV 150.00 |  |  |
| 0665 | 01567 | 10/2/2013 Theresa Baronek | 43000-Trave | Per Diem-Caselle Conf LV,$\geq, \geq$, |  |  |
| 0670 | 01593 | 11/13/2013 Dan Matthews | 43000-Trave | Mileage -CRWUA Conf 462.17 | supposedly returned less 50 for additional day per diem |  |
| 0671 |  | 11/13/2013 Dan Matthews | $43000-T r a v$ | Per Diem-CRWUA Cong $200.00$ | 45.08 \$45.08 charged in Las Vegas restaurant, $12 / 11 / 13$ So Pt Garden buffet \$45.08 | $F$ |
| 0671 | 01573 | 11/13/2013 Darrel Scow | 43000-Trave | Additional Mileage - Caselle 205.15 |  |  |
| 0671 | 01590 | 11/13/2013 Darrel Scow | 43000-Trave | Mileage-CRWUA Conf, 465.56 |  |  |
| 0671 | 01590 | 11/13/2013 Darrel Scow | 43000-Trave | Per Diem-CRWUA Cong 200.00 |  |  |
| 0671 | 01588 | 11/13/2013 Doug Scow | 43000-Trave | Mileage-CRWUA Cont, 468.95 |  |  |
| 0671 | 01588 | 11/13/2013 Doug Scow | 43000-Trave | Per Diem-CRWUA Cong 200.00 |  |  |
| 0672 | 01578 | 11/13/2013 George Holmes | 43000-Trave | Mileage-CRWUA Conf |  |  |
| 0672 | 01578 | 11/13/2013 George Holmes | 43000-Trave | Per Diem-CRWUA Cong 200.00 |  |  |
| 0672 | 01586 | 11/13/2013 Greg McPhie | 43000-Trave | Mileage-CRWUA Conf $\square \square \square \square$ |  |  |
| 0672 | 01586 | 11/13/2013 Greg McPhie | 43000 - Trave | Per Diem - CRWUA Cong 200.00 |  |  |
| 0673 | 01580 | 11/13/2013 Jay Price | 43000-Trave | Mileage-CRWUA Conf $\quad 462.17$ |  |  |
| 0673 | 01580 | 11/13/2013 Jay Price | 43000-Trave | Per Diem-CRWUA Cong $\quad 200.00$ |  |  |
| 0674 | 01584 | 11/13/2013 Kipp Bangeter | 43000-Trave | Mileage CRWUA Conf, $\quad 462.17$ |  |  |
| 0674 | 01584 | 11/13/2013 kipp Bangeter | 43000-Trave | Per Diem-CRWUA Cong 200.00 |  |  |
| 0674 | 01582 | 11/13/2013 Mike Kohler | 43000 - Trave | Mileage -CRWUA Conf, 462.17 |  |  |
| 0674 | 01582 | 11/13/2013 Mike Kohler | 43000 - Trave | Per Diem-CRWUA Cong $\quad 200.00$ |  |  |
| 0676 | 01574 | 11/13/2013 Stephen Capson | 43000-Trave | Mileage-CRWUAConf 462.17 |  |  |
| 0676 | 01574 | 11/13/2013 Stephen Capson | 43000-Trave | Per Diem-CRWUA Cong 200.00 |  |  |
| 0676 | 01576 | 11/13/2013 Steve Farrell., | 43000-Trave | Mileage - CRWUA Conf $\quad 462.17$ |  |  |
| 0676 | 01576 | 11/13/2013 Steve Farrell | 43000-Trave | Per Diem-CRWUA Cong 200.00 |  |  |
| 0681 | 01611 | 12/5/2013 Darrel Scow | 43000 - Trave | Additonal Day Per Diem - CRWUA,$~ \square . \square 50.00$ |  |  |
| 0682 | 01609 | 12/5/2013 Doug Scow | 43000-Trave | Additonal Day Per Diem - CRWUA 50.00 |  |  |
| 0683 | 01601 | 12/5/2013 George Holmes | 43000-Trave | Additonal Day Per Diem - CRWUA , 50.00 |  | 4, |
| 0683 | 01599 | 12/5/2013 Greg McPhie | 43000-Trave | Additonal Day Per Diem - CRWUA 50.00 |  |  |
| 0684 | 01597 | 12/5/2013 Jay Price: | 43000 -Trave | Additonal Day Per Diem - CRWUA $\sim \square \square 50.00$ |  |  |
| 0684 | 01595 | 12/5/2013 Kipp Bangeter | 43000-Trave | Additonal Day Per Diem - CRWUA 50.00 |  |  |
| 0685 | 01603 | 12/5/2013 Mike Kohler | 43000-Trave | Additonal Day Per Diem - CRWUA, $\quad 50.00$ |  |  |
| 0688 | 01605 | 12/5/2013 Stephen Capson | 43000-Trave | Additonal Day Per Diem - CRWUA $\quad 50.00$ |  |  |
| 0688 | 01607 | 12/5/2013 Steve Farrell | 43000 - Trave | Additonal Day Per Diem - CRWUA |  |  |
|  |  |  |  | Total | 2,208.23 |  |

7/30/2014
Meals and Incidental Expenses (M\&E) Breakdown
Source: http://www.gsa.gov/portal/content/101518?utm_ source=OGP\&utm medium=print-radio\&utm term=mie\&utm campaign=shortcuts

Home | Mobile Site | Newsroom | Regions | Staff Directory | Careers | Forms | e-Tools | QuickLinks


This table lists the amount federal employees receive for the first and last calendar day or travel. The first and last calendar day of travel is calculated at 75 percent.

| Total | Firsí 瓜 Last Day of Traval |
| :--- | :--- |
| $\$ 46$ | $\$ 34.50$ |
| $\$ 51$ | $\$ 38.25$ |
| $\$ 56$ | $\$ 42.00$ |
| $\$ 61$ | $\$ 45.75$ |
| $\$ 66$ | $\$ 49.50$ |
| $\$ 71$ | $\$ 53.25$ |

Looking for the foreign and outside the continental United States (OCONUS)
breakdown chart? Visit FTR Appendix E. (Note: Appendix B breakdowns do not apply to any
locations in the continental United States, use the chart listed above.)

The shortcut to this page is www.gsa.gov/mie.
Last Revened 2014-04-18

## FY 2014 Per Diem Rates for Utah

## ADDITIONAL PER OIEN TOPICS

Meals \& incidental Expenses Breakdown (M\&)
FAQs
State Täx Exemption Forms
Factors Influencing Lodging Rates
FY 2014 Per Diem Highlights
Fire Safe Hotels
Have a Per diem Question?
Downloadable Per Diem Files

Cities not appearing below may be located within a county for which rates are listed.
To determine what county a city is located in, visit the National Association of Counties (NACO) website (a non-federal website).

You searched for: Utah

| Frimary Destination* (1) |  | Whax ladging by manth (excludtarg faxes) |  |  |  |  |  |  |  |  |  |  |  | Meals a line. Ex.** |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | County ( 2,3 ) | $\begin{gathered} 2013 \\ 0, t \end{gathered}$ | Noy | Dec | $\begin{gathered} 2014 \\ \operatorname{san} \end{gathered}$ | Fib | Lifar | Apr |  | Iun | Jul | Aug | 3 sep |  |
| Standard Rate Includes | Applies for all locations without St Georgespecitiedrates | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 46 |
| Moab | Grand | 128 | 114 | 114 | 114 | 114 | 128 | 128 | 128 | 128 | 128 | 128 | 128 | 56 |
| Park City | Summit | 99 | 99 | 211 | 211 | 211 | 211 | 99 | 99 | 99 | 99 | 99 | 99 | 71 |
| Provo | Utan | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 51 |
| SaltLake City | Salt Lake and Tooele | 103 | 103 | 103 | 115 | 115 | 115 | 103 | 103 | 103 | 103 | 103 | 103 | 61 |

* NOTE: Traveler reimbursement is based on the location of the work activities and not the accommodations, unless ladging is not available at the work activity, then the agency may authorize the rate where lodging is obtained.
${ }^{* \pm}$ Meals and Incidental Expenses, see Breakdown of M\&IE Expenses for important information on first and last days of travel.

[^3]
## FY 2014 Per Diem Rates for Nevada

(October 2013 -September 2014)

 ADCITIONAL PERDIEM TOPICS

Meals \& Incidental Expenses Breakdown (M\&B) FAQs
State Tax Exemption Forms
Factors Influencing Lodging Rates
FY 2014 Per Diem Highlights
Fite Safe Hotels
Have a Fer diem Question?
Dow nloadable Fer Diem Files

Cities not appearing below may be located within a county for which rates are listed.
To determine what county a city is located in, visit the National Association of Counties (NACO) website (a non-federal website).

You searched for: Nevada

|  | Alay lodging by Month (exclucing texas) |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Primary Destination* (1) | County (2,3) | $\begin{aligned} & 2013 \\ & 060 t \end{aligned}$ | Kay | Dec | $\begin{gathered} 2014 \\ 2=10 \end{gathered}$ | Feb | 踊这 | Apr | May | Jen | Jul | fug | Sep | 2) fac. Exp.** |
| Standard Rate | Applies for all locations without specified rates | 83 | B3 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 45 |
| Incline Village / Reno / Sparks | Washoe | 93 | 93 | 93 | 93 | 93 | 93 | 93 | 93 | 93 | 125 | 125 | 93 | 51 |
| Las Vegas | Clark | 92 | 92 | 92 | 92 | 92 | 92 | 92 | 92 | 92 | 92 | 92 | 92 | 71 |
| Stateline, Carson City | Douglas, Carson City | 88 | 88 | 88 | 88 | 88 | 88 | 88 | 88 | 88 | 88 | 88 | 88 | 61 |

* NOTE: Traveler reimbursement is based on the location of the work activities and not the accommodations, unless lodging is not available at the work activity, then the agency may authorize the rate where lodging is obtained.
** Meals and Incidental Expenses, see Breakdown of M\& E Expenses for important information on irst and last days of travel.

| Special Projects - Jordanelle Special Service <br> District | 3JSSD8L-45 |
| :--- | :--- |
| 3JSSD8L-45 Fishin' With Bread Transaction |  |

Purpose: Per audit step 8 on 3JSSD8L-AP. To document circumstances surrounding the land purchase transaction between Fishin' With Bread, LLC and JSSD and to request assistance from the Attorney General's office in researching this transaction.

## PACKGROUND INPO:

T,

## Testwork:

Per Steve Capson, Board Member, JSSD's attorneys have all the documentation related to this transaction. The attorneys and management have represented that this transaction was addressed in the litigation between JSSD and landowners (as documented on 3ISSD8L-RVSP) and that everything is fine. Therefore, we requested documentation from JSSD's attorneys for this transaction. After repeated requests, the attorney provided documentation that was identical to the documents provided by the complainants. Therefore, no new information was obtained from the documents. After several requests, JSSD counsel provided a written explanation of the transaction which is at 3JSSD8L-45C.
... . , review of the purchase documents, and our own research, we have identified the following unknowns/questions that we believe should be investigated further. We have attempted to address some of the questions below but have ultimately determined that assistance from the AG's office would be beneficial to determine whether this transaction is reasonable and to determine whether the transaction violates civil and/or criminal statutes. We are concerned that this transaction was done with the intention of benefitting private individuals at the District members' expense, which could be a criminal act. Also, the AG's office has
attorneys with expertise in real estate transactions and water rights, as well as investigative resources that we do not have. See our request to the AG at 3JSSD8L-45D.

## Questions/Unknowns

$\lambda$ Is the explanation provided by JSSD counsel reasonable?
$\lambda$ Was the property really worth $\$ 2.79$ million? Wasatch County tax records assessed the value at $\$ 715 \mathrm{~K}$ in 2006 . What were the water shares worth?

- We contacted Kris Poulson, Utah County Assessor, in an attempt to approximate the value of the parcel in 2006 based on the Wasatch Front MLS system. Per Kris' response, his search did not turn up anything that was conclusive or usable data in comparing other land values to the subject property. Also, Kris stated that no information was found for the parcel \# 07-7110 (the land purchased by JSSD). Kris stated that Wasatch County realtors may not have used the Wasatch Front MLS.
$\lambda$ Who benefitted from this transaction? Is there a possibility that a kickback occurred?
$\lambda$ Was the purchase arrangement illegal?
$\lambda$ If illegal, has the statute of limitations expired?
After our request at 3ISSD8LL-45D, we met with Assistant Attorney Greg Hanson, who analyzed the documents we had to date. See 3ISSD8L-45E for his analysis. We also met with AG Investigators and communicated our concerns to them. The AG investigators have not completed their work as of report date (see documentation of our discussions with them and the status of their testwork at 3JSSD8L-45F).


## Reference items

While compiling the documents and performing research we noted the following information that we believe will be useful to the AG's and to us as we continue to investigate the questions above. The information is listed here for ease of reference:
$\lambda$ Per various documents and the county parcel map, the subject property is parcel \#077110 (tax id OWC-0480-0-007-035 approx 37 acres. 5360 N Old Highway 40)
$\lambda$ Per Articles of Incorporation, registered principal search, and the sales documents, the principals of Fishin With Bread are Chad Flinders \& Tom Flinders. Tom Flinders is also listed as seller's agent for Fishin with Bread. Both Chad \& Tom Flinders are listed as principals in other businesses. We reviewed the other businesses and did not note any additional concerns with the other businesses in relation to this transaction. Further t/w is NCN on other business relationships.
$\lambda$
water reclamation facility was constructed on the subject property but has not been put into operation.
$\lambda 1$
Per the Real Estate Purchase Contract (3ISSD-45A \#3), 27 water shares are included in the sale of the property to JSSD.
$\lambda$ Per JSSD counsel, no appraisal was obtained prior to this transaction.
$\lambda$ :
property while JSSD paid $\$ 2.79$ million. This indicates that Fishin With Bread profited from the transaction.

See 3JSSD8L-45F for further testwork and analysis of this transaction.

Summary: Referred to AG at 3JSSD8L-45D. From analysis on 3JSSD8L-45F, we issue 3JSSD8L-FR09. Due to significant public interest in this transaction, we will also include information about the transaction in the audit report.




Summary: See 3JSSD8L-45

Leslie Larsen, CPA, CFE
April 3, 2014
Page: 2
for a joint SSD administration building, a pump station site, and for other District facilities. ${ }^{1}$ There was also some discussion that the Districts, NVSSD and JSSD ${ }_{2}$ would be assigned to provide storm water services as an additional service, and would thus own and operate any storm water detention facilities.

After much Liscussion during the course of 2008, and at the direction of the governing body of JSSD, the manager costacted representatives of ILC about the opportynity to acquire the property. An independent appraisal was completed in August/September of 2080, which appraised the property at $\$ 2.0$ million. After negotiations with ILC, it agreed to sell the property to JSSD for the total purchase price of $\$ 1,828,309.84$. Theproposed purchase was presented to ISSD's governing board during the October 2008 meeting. The board voted unanimously to have the manager complete the purchase of the subject property,

JSSD completed the purchase of the property in the Spring of 2009. After economic conditions changed significantly, ISSD became concerned that it might not be able to make the subsequent payments on the property and attempted to negotiate new terms which proved unsuccessful. JSSD paid the doyn payment, and two of the three dinual payments.

In 2001, the goyening board of NVSSD and the goverining board ${ }^{\prime}$ JSSD agreed that the NVSSD would make the third and final payment. Eventually, the two Districtsentered into an agreement whereby NVSSD would make the third payment. By doing so; it wouldhold a one-third interest in the property. Eventually, NVSSD will acquire the balance of the property when it pays ISSD the amounts JSSD paid to the seller. NVSSD voted to approve that contract and agreed to make the final payment in the December 1,2011 meeting. JSSD ratified the agreement in the May 2013 meeting.

## Fishin with Bread, HC Purchase Transaction

As a part of the construction of the Water Reclamation Facility (the "WRF"), the District originally acquired a parcel of property on Old Highway 40 near the base of the Jordanelle Dam. This was the only location available at the time for construction of the WRF. As the engineers began to design the facility, they dug a series of test pits and installed pizometers to determine the depth of the groundwater in the area. Tests results were very troubling, indicating that, in order to de-water the site sufficiently to allow construction of the WRF, it might result in a substantial increase in costs for construction of the plant. The very feasibility of using that site was called into question. In April of 2006 , the property known as the "Best Ranch" came up for sale. This property was approximately $1 / 4$ mile further South of the planned WRF site.

The engineers, staff and governing board discussed and determined that the Best Ranch site was a superior location for the WRF. The manager had multiple discussions with members of the governing board, who instructed the manager to contact the seller's agent and indicate that JSSD was

[^4]Leslie Larsen, CPA, CFE
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Page 3
interested in purchasing the property. The manager called the listing agent, informed him of JSSD's interest, and asked for permission to go on the site and install pizometers to confirm the absence of ground water. JSSD's engineers determined there were not the same ground water concerns and JSSD determined that it was in its best interest to offer to purchase this site to be used for the WRF.

The manager communicated with Jon Bronson, of Zion's Bank Public Financing, who was the District's Financial Advisor for the Area C Bond and Blaine Carlton, the District's Bond Counsel. Both confirmed that it was legai, within the bond law and documentation, to purchase the additional property if the District determined that it would be a superior site. However, Mr. Bronson indicated that there would be some delay in getting the bond funds to purchase the site, but was confirmed that a portion of the bond proceeds could be used to purchase the Best Ranch.

With this understanding, the manager once again reached out the seller's agent and became aware that others had also expressed an interest in purchasing the Best Ranch. JSSD learned that several potential buyers were interested in purchasing the Best Ranch for a number of recreational ușes and to construct fishing cabins. The district also learned that Mr. Flinders was interested in purchasing the property to mitigate wetlands on another parcel of property he was developing.

Shortly thereafter, the manager spoke with Mr. Flinders, and told him that JSSD was interested in buying the property. Mr. Flinders confirmed that he also wanted to buy the property. The manager explained that JSSD was not able to complete the sale until it had the funds necessary to do so, which may take longer than the seller's preferred. Mr. Flinders expressed a willingness to purchase the property to "lock it up" and then sell most, or all of the property to JSSD. The manager discussed this proposal with board members. A concern was raised that Mr. Flinders would demand a higher purchase price and that JSSD did not want to pay any more than the list price. JSSD was also concerned that another buyer would purchase the property before the Bond could secure the funds to complete the sale. Accordingly, in follow-up discussions with Mr. Flinders he assured ISSD that he would purchase the property and sell it to the district for the list price of the original seller -$\$ 2,790,000.00$. From that point on, the manager negotiated solely with Mr. Flinders for the purchase of the property.

None of the Board members, nor the manager, had any knowledge of, or involvement in, any negotiations between Mr. Flinders and the original seller, the formation of Mr. Flinders' LLC, or any other aspect of the transaction between Mr. Flinders and the seller.

On the $4^{\text {th }}$ of May, 2006, the Board passed resolution 2006-13, authorizing the manager to enter into the Real Estate Purchase Contract to purchase the property from Mr. Flinders for the original list price of $\$ 2,790,000$. Although no appraisal was obtained for the property, the purchase price was discussed, and based on the interest shown in the property, believed to be a fair value. Therefore, the Board approved moving forward with the purchase.

As the closing date approached, the District learned that Mr. Flinders was obtaining a commercial loan to finance the purchase of the property. The bank expressed concern that the District would not go forward with the purchase and asked the District to assure that it would purchase the property from Mr. Flinders. Although the manager assured the bank that JSSD would purchase the property, the District was asked to sign an Assignment of Deposit Account for the

Leslie Larsen, CPA, CFE
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Page 4
purpose of assuring the purchase. Since the timing of Mr. Flinders' loan and the closing were almost simultaneous, the manager signed the Assignment based on the understanding from Mr. Bronson that the bond money would be available for the purchase. As expected, the Bond funds came in and the purchase was consummated, with the full knowledge and approval of the governing body.

Very truly yours,
Ballard Spar LLP
Nat (aygturl/MJV

## MRG/mjg

cc: Mr. Dan Matthews
Melanie Vartabedian, Esq.

| Special Projects - JSSD | 3ISSD8L-45F |
| :--- | ---: |
| 3JSSD8L - A5F Rest-Fishin-JSSD Transaction | Confidential |
| Aualysis |  |

Note: This document contains private information that should be protected
Purpose: See 3JSSD8L-45
Objective: To gain an understanding, analyze the transaction, and address the questions/ unknowns as outlined on 3JSSDSL-45.

## Testwork:

## Analysis of Purchase and Loan Documents

We obtained transaction documentation from the two title companies utilized in the sale of property from the Bests (original land owners) to Fishin and from Fishin to JSSD:
the transaction with Flinders/Fishin with Bread. We requested these documents by phone and by email (see 3JSSD8E-45F-2 for request)

I

the Fishin w/Bread to JSSD transaction. We
subpoenaed the documents from High Country Title (See 3JSSD8L-45F-1 for subpoena)


Per review of the following documents obtained from First American Title Insurance \& High County Title Company, and the authorizing documentation from JSSD, the transaction (s) occurred as follows:



## Fishin - JSSD Transaction

Real Estate Purchase Contract
$\lambda 5 / 24 / 06 \mathrm{JSSD}$ offers to purchase property for $\$ 2,790,000$
$\lambda$ 5/25/06 seller accepts offer
$\lambda$ Addendum \#1 5/24/06 - discloses Tom Flinders as real estate broker; seller has not yet completed the purchase of the property; buyer to deposit $\$ 100,000$ earnest money with HCT
$\lambda 5 / 31 / 06 \$ 100,000$ submitted for earnest money to High Country Title drawn on JSSD
$\lambda$ Addendum \#2 6/6/06 - nothing significant

## HUD Settlement Statement

$\lambda$ Contract sales price $=\$ 2.79$ million
$\lambda \$ 100,000$ earnest money applied to sales price (paid by JSSD)
$\lambda$ Per review of the HUD statements, there was no commission paid on this transaction to Flinders or anyone else.

## JSSD Board Authorization of the Transaction

May 2, 2006 -Board Meeting minutes indicate JSSD has started the process of making an offer for the Best property. Reasons cited are that JSSD could join the line at the bridge rather than at the base of the dam if the plan was located on this property. The discharge point is closer and they wouldn't have to bring in fill. Resolution authorizing manager to pursue acquisition passed.

May 4, 2006 - JSSD Resolution 2006-03 authorizes Dan Matthews to enter into a Real Estate Purchase Agreement for the purpose of acquiring additional property for the construction of the Jordanelle Water Reclamation Facility.

Loan Documents Analysis
We compiled and reviewed the pertinent loan documents below.
6/8/06 Escrow Instructions (3JSSD8L-45A \#1) between JSSD, Fishin, High Country Title, \& First Utal Bank
JSSD agreed to purchase property from Fishin once they obtain title to the property. The lender (First Utah Bank) will extend a secured loan to Fishin for $\$ 2.5 \mathrm{M}$ to enable Fishin to buy the property. The loan is secured by the deed to the property and by $\$ 2.5 \mathrm{M}$ deposited with lender in account owned by JSSD. Once Fishin has title to property, Fishin will sell the land to JSSD.

6/20/06


$\qquad$

6/20/06
$\longrightarrow$
6/20/06

6/20/06 Assignment of Deposit (3JSSD8L-45A \#5) JSSD, Grantor. Fishin, Borrower. First Utah Bank, Lender.
JSSD assigns and grants Lender a security interest in their checking account to secure the indebtedness of the Lender. Grantor warrants that: (A) this agreement is executed at Borrower's request and not at the request of Lender; (B) Grantor has the full right, power and authority to enter into this Agreement and to pledge the Collateral to Lender.

See Research section below for AG analysis of this document.

## Interviews and Research

Interview With JSSD Management - documented at 3JSSD8L-25F.
We have documented the pertinent discussion items from the interview with Dan Matthews (DM) and Mark Gaylord (MG) below:
$\lambda$ JSSD realized that the existing property had water tables issues that would cost at least $\$ 3$ million to remedy.
$\lambda$ Best property came available, but JSSD didn't have the bond funds available yet.
$\lambda$ JSSD inquired with Bond trustee at Zions Bank if purchasing the property would be an allowable use of the bond funds. He said yes.
$\lambda$ Flinders had already made an offer on the property by the time JSSD expressed interest to the seller.
$\lambda$ At some point JSSD and Flinders talked about the property (can't remember who approached who). Flinders was willing to consider selling.
$\lambda$ JSSD never negotiated with Flinders because board was willing to pay full-price, they didn't know how much Flinders had negotiated for the property, and they didn't know if Flinders would actually sell it to them for a reduced price. Dan stated that it was in the minutes $\&$ resolution that the board was willing to pay full price. Per review, those items do not mention price, however this misstatement of fact is not considered significant.
$\lambda$ Flinders agreed to sell for full-price.
$\lambda$ The bank wanted Flinders to show he had a viable buyer (JSSD). The loan was ready to close and the bank wanted to see that the buyer had the capacity to purchase the property. The Collateral assignment was solely to show the lender that Flinders had a buyer with the capacity to purchase the property.
$\lambda$ JSSD never got an appraisal because the board wanted that piece of property. They were very willing to pay the price.
$\lambda$ The bond funds came through and JSSD used the funds to purchase the property.
OSA Note: We did not note any significant inconsistencies between this interview, the explanation provided at 3ISSD8L-45C and the affidavit sprovided at 3ISSIM8L-45G.


Bronson whether he knew first hand that the original property had water issues or whether that was just represented by JSSD. He stated that it was just represented by them. We confirmed with Mr. Bronson that he advised JSSD that purchasing the property was an allowed use of bond funds. He confirmed that he had researched the issue and had advised them that it was allowable.

Phone call with Tom Shaw, DFCM Commercial Real Estate Specialist
We called Mr. Shaw in an attempt to assess the reasonableness of the transaction since we thought he might have some applicable experience. Mr. Shaw stated that this was a little out of his league but it seemed like a typical "brother-in-law deal". We posed a question about what he would do if he wanted a piece of property and someone else had already made an offer on it. He stated that he would go to the person who made the offer and see if they would sell. He stated that he wouldn't be able to go to the seller because that would be interfering with a contract and the owner is obligated to sell to the buyer. We asked Mr. Shaw what he would have done differently than JSSD (we did not identify the District by name). He stated that he would have obtained an appraisal and would have used a different bank and a different title company than the seller.

## Interview with Tom Flinders

12/2/14 - Telephone call with Tom Flinders (435-649-7910). We asked Mr. Flinders to provide a general background for the transaction. Mr. Flinders stated that he had gone in today to JSSD to prepare an affidavit about the transaction (see -45G1). Per Mr. Flinders, he had some property that he needed to mitigate wetland issues on so he had been looking for property all up and down the Provo River. He found the Best Ranch and was interested. He had some risk in buying it though because the Army Corp of Engineers had not yet approved his wetland mitigation plan. He told me that he needed an exit strategy in case his plan was not approved. He had heard that JSSD might also be interested in the property. He had an investor lined up (his brother's father-in-law) to finance the property. His plan at one point was to build fishing cabins on the property (since his investor is also a baker, this is where the name Fishin with Bread came from). Mr. Flinders stated that things happened so quickly that he ended up not using his investor and just used the bank instead. We asked about time-lines but Mr. Flinders couldn't remember that exactly but stated that he had given everything to JSSD and was going to look in another file tonight to try to nail down time-lines more precisely and that it would all be in the affidavit. I asked him if he knew beforehand whether JSSD was willing to pay full price. He stated that he didn't know what they were willing to do before they offered to buy the property. He stated that he felt he had made a very good business decision to buy the property and had been able to negotiate a very good deal on it. He stated that he, and he alone, benefitted and that there was no prior arrangement with JSSD and no under the table payments to anyone. He stated that it was an arms-length transaction. See Affidavit at 3JSSD8L-45GI.

Affidavits of Tom Flinders \& Dan Matthews - see 3ISSD8L-45G \& G1
These affidavits were requested at our meeting with Dan Matthews and counsel in July 2014. We received them $12 / 5 / 14$. Per review of the affidavits, the facts stated are consistent with verbal representations and with documents related to the sale that we previously reviewed and received.

## Applicable Criteria for acquiring land

We reviewed Utah Code title 17B for pertinent laws over acquiring property. Utah code section 17B-1-618 requires SSD's to have a purchasing policy. JSSD does have a purchasing policy that requires board approval for purchases over $\$ 5,000$. It is clear that the board approved this purchase. However, per discussion with Purchasing Director, Kent Beers, Utah code section 17B-1-618, does not apply to acquisition of land. He didn't know off-hand what, if any, laws do directly apply. :
c. Kent Beers suggested calling Mark Anderson, counsel for the Utah Association of Special Service Districts to determine if he knew of any laws, rules, or best practices for property acquisition. Per Mark, a SSD has the power and authority to acquire land. They also have a fiduciary duty to the public to be prudent with their funds. Although he is not aware of any law or rule that spells out a process for acquiring land or requires an appraisal, he feels an appraisal would be prudent in most cases. However, he qualified that in some situations prudence may only require management to use their judgment, or to rely on the opinion of someone with knowledge (ie: an experienced realtor) when acquiring land. Therefore, we have not identified any laws or rules that require the District to obtain an appraisal.

## Origimal Parcel of land

Finally, we questioned the District about the parcel of land they had that was originally intended for the WRF. Per Mark Gaylord, JSSD was considering building a WR facility in 2002, however there was no immediate need to build the facility at that time. Per Mark, this was prior to the Area C owners approaching the district. We reviewed the minutes and resolution 2002-28(A) which evidences the District's discussions and vote to acquire the property. Per auditor judgment, it is not unusual for an entity to acquire property in anticipation of a future need. For example, UDOT regularly purchases land in anticipation of right of way needs. This is often done to minimize the impact of inflation or to obtain land as it becomes available among other reasons. There is always a risk that plans or circumstances may change, however, generally the risk is low to the entity since land generally increases in value. For these reasons, we find that the purchase of the original property was a reasonable management decision at the time and will not perform further testwork to determine whether due diligence was sufficient. The District has represented that when the time came to build the Area C WRF, further work revealed that the property they hoped could site the WRF would require several million dollars to mitigate the water issues. The water issues would then result in on-going costs throughout the life of the facility. Therefore, they pursued purchasing the Best Ranch as a superior site. This explanation is considered reasonable. Further t/w is NCN. NEN.

## OSA Summary \& Conclusion

Since there is significant public interest in this transaction, it is anticipated that a summary of the facts will be presented in our report. Based on evidence gathered through interviews and review of documents the transaction occurred as follows:

Flinders (which later became Fishin' With Bread) offered to purchase 37 acres of property from a private seller on 4/27/06 for personal business reasons. On May 2, 2006, the JSSD Board authorized its manager to begin negotiations with Flinders in an attempt to purchase this land for a new water treatment facility. JSSD made an official offer to purchase on 5/24/2006 at the original list price for the property. It has been represented to us by both parties that JSSD did not know any terms of the contract between the private seller and Flinders. The Board was willing to pay the full listing price and felt that the property was worth that price. Flinders accepted the offer. The transaction was structured as a multi-step transaction with both Flinders and JSSD using the same title company to facilitate the transaction. JSSD deposited $\$ 2.5$ million in an account with the Lender and then assigned and granted the Lender a security interest in this checking account to secure the indebtedness of the Lender. Fishin with Bread had arranged for a loan which was guaranteed by Flinders with the Lender. It has been represented to us that the Assignment was done to provide assurance to the Lender that Fishin' had a buyer lined up for the property.

We conclude that while this transaction raises questions due to construction of the deal and the profit made by a private party, to the extent we have the ability to investigate this transaction, we have no direct evidence to prove collusion among the parties.

c
. We have also concluded that the version of events attested to by both the District and the seller of the property is reasonable. Both parties have attested that this was an arms-
length transaction. The Assignment of the District's Deposit Account to the Lender did not violate law, or Utah State Constitution Article 6, Section 29 which prohibits any political subdivision from lending its credit, and in our opinion, only provided assurance to the Lender that the District intended to purchase the property. Despite the foregoing, we do believe that JSSD came close to violating the Constitution and could have structured the transaction in a more transparent way to support the expenditure of $\$ 2.79$ Million by obtaining an appraisal and by not pledging their collateral to secure the indebtedness of the lender. This would have helped prevent the appearance of aiding a private party. Further, we believe that government entities should follow all applicable policies, laws, and regulations; including elements which, though not required by law, are deemed prudent, such as obtaining an appraisal before a land purchase. Because of the structure of this transaction which, on its surface, has caused many questions and allegations of impropriety, we believe it would have been prudent for JSSD to obtain an appraisal in this situation. Therefore, we recommend that the District draft a policy for property acquisition that includes a provision for obtaining an appraisal or other assurance of property value before purchasing property and that avoids a situation where a public entity is perceived as guaranteeing the loan of a private party. See 3JSSD8L-FR09. This was not a monetary error or non-compliance issue. However, it could be considered a key internal control issue.

OFFICE OF THE UTAH STATE AUDITOR
$\qquad$

## THE STATE OF UTAH SENDS GREETINGS TO:

J. Scott Buchanan

President, High Country Title Corporation
1729 Sidewinder Drive
Park City, Utah 84060
WHEREAS under Utah Code Ann. subsection 67-3-1(5), the Utah State Auditor has the authority to issue subpoenas for the purpose of obtaining documents necessary to the performance of his audit responsibilities;

WHEREAS the Office of the Utah State Auditor is conducting an investigation of Jordanelle Special Service District (JSSD);

NOW, THEREFORE, by virtue of its statutory authority, the Utah State Auditor orders you to provide the following records within 3 business days and deliver to Julie Wrigley, Audit Supervisor, at the Utah State Capitol Complex, East Office Building, Suite E310, Salt Lake City, Utah, 84114:

## ITEMS TO BE PRODUCED

Documents related to sale of property from Fishin With Bread to Jordanelle Special Service District. This transaction occurred in June 2006 and may be associated with file \# 23495 and/or 23507.

We specifically request the following documents at this time.
a. Real Estate Purchase Contract
b. HUD Settlement Statement
c. Receipts and Disbursements ledger
d. Copies of receipts or disbursements payments associated with the transaction.

Other documents related to these transactions may be requested in the future and are considered to fall under the authority of this subpoena.

BY AUTHORITY I have this 4 day of June $20 / 4$, issued the foregoing Subpoena, and affix my signature.


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Special Project- 3JSSD8L
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Mark R. Gaylord (\#5073)
Melanie J. Vartabedian (\#10148)
Zaven A. Sargsian (\#14476)
Ballard Spahr llp
One Utah Center, Suite 800
201 South Main Street
Salt Lake City, Utah 84111-2221
Telephone: 801.531.3000
Facsimile: 801.531.3001
gaylordm@ballardspahr.com
vartabedianm@ballardspahr.com
sargsianz@ballardspahr.com
Attorneys for Defendants Jordanelle Special Service District and
Jordanelle Special Service District Improvement District 2005-02

## IN THE FOURTH JUDICIAL DISTRICT COURT

WASATCH COUNTY, STATE OF UTAH

| CUMMINGS LAND \& LIVESTOCK, LLC, |  |
| :--- | :--- |
| Plaintiff, |  |
| v. |  |
| JORDANELLE SPECIAL SERVICE <br> DISTRICT, AND JORDANELLE | Case No.: 120500124 |
| SPECIAL SERVICE DISTRICT <br> IMPROVEMENT DISTRICT 2005-02, | Honorable James R. Taylor |
| $\quad$ Defendants. |  |

STATE OF UTAH
COUNTY OF WASATCH

I, Dan Matthews, being first duly swom, hereby depose and state as follows:

1. I am over the age of eighteen and am competent to testify regarding the matters stated herein which are based upon my personal knowledge or upon my knowledge and belief.
2. I am the General Manager of the Jordanelle Special Service District ("JSSD").
3. In 2005 and 2006, I was meeting with JSSD's engineers about constructing a water reclamation facility on some property JSSD owned at that time.
4. At that time, it became apparent that JSSD's property had a very high water table. As test holes were drilled they would fill with water at a relatively shallow depth.
5. ISSD's engineers indicated to me their concern that it would be very expensive to de-water the property for construction of the water reclamation facility if it was even possible at all.
6. Shortly thereafter I saw that the property identified as 5360 Old Highway 40, also described as Tax ID: OWC-0480-0-007-035 (the "Property") was for sale at a list price of $\$ 2,790,000.00$.
7. I consulted with JSSD's engineers who agreed that the Property was a much more preferable location for the water reclamation facility and that its purchase. even at full price, would likely be more cost effective than attempting to de-water JSSD's original location.
8. I presented the idea of purchasing the Property to JSSD's Administrative Control Board and, on May $4^{\text {th }}, 2006$, JSSD's Administrative Control Board passed Resolution No. 200603 authorizing me to make a full price offer for the Property.
9. At or near that time, I learned that Fishin' With Bread, LLC, a company owned by Tom Flinders, was also pursuing the purchase of the property.
10. It is my understanding that Tom Flinders wanted the Property both to mitigate some wetlands issues he had on other property he was developing as well as to build some fishing cabins.
11. I did not know what Fishin' With Bread, LLCC intended to pay for the Property but was very concerned that either:
a. Flinders would purchase the property and be unwilling to sell it to JSSD;
b. Flinders would purchase the property and only be willing to sell it to JSSD at a price higher than the asking price;
c. The seller would recognize it had two interested purchasers and increase the asking price.
12. Fishin' With Bread, LLC and/or Tom Flinders had the Property under contract before JSSD's Administrative Control Board passed Resolution No. 2006-03 authorizing JSSD to purchase the property,
13. Accordingly, with the approval of JSSD's Aministrative Control Board, offered to purchase the Property from Fishin' With Bread, LLC for the original asking price of the Property, $\$ 2,790,000.00$.
14. On May 25, 2006, JSSD and Fishin' With Bread, LLC entered into a Real Estate Purchase Contract ("REPC") for that purchase price, a copy of which is attached hereto as Exhibit A.
15. At no point prior to entering into this REPC or prior to actually purchasing the Property did I know what Fishin' With Bread, LLC offered or paid for the Property.
16. I subsequently learned that First Utah Bank, Fishin' With Bread, LLC's lender, wanted verification of ISSD's ability and intention to purchase the Property in order to fund Fishin' With Bread, LLC's loan.
17. Throughout the conversations with First Utah Bank, it became clear to me that JSSD could best protect its ability to obtain the Property by granting an Assignment of Deposit Account to First Utah Bank, which JSSD did.
18. By so doing, JSSD ensured that, in the event Fishin' With Bread, LLC defaulted on the loan in the short period of time it owned the Property, JSSD would be the first in line to actually purchase the Property for its purposes.
19. Neither I, JSSD, nor any member of the governing boards of JSSD did anything dishonest in the above transaction.
20. The purchase transaction between JSSD and Fishin' With Bread, LLC was an arm's length transaction,
21. Neither I, JSSD, nor any member of the governing boards of JSSD were provided or received any "kickbacks" from Mr. Flinders, Fishing" With Bread, LLC, or anyone else,

DATED this ford day of December, 2014.


SUBSCRIBED AND SWORN to before me this of day of December, 2014.

## AFFIDAVIT OF TOM FLINDERS

## STATE OF UTAH )

## COUNTY OF SALT LAKE )

I, Tom Flinders, being first duly sworn, hereby depose and state as follows:

1. I am over the age of eighteen and am competent to testify regarding the matters stated herein which are based upon my personal knowledge or upon my knowledge and belief.
2. I am a real estate broker licensed in both Utah and Idaho.
3. At all relevant times, I was a member of Fishin' With Bread, LLC, a Utah limited liability company.
4. In early 2006 I was involved in a development in Wasatch County and was actively seeking property to mitigate some wetlands issues.
5. I became interested in the property identified as 5360 Old Highway 40, also described as Tax ID: OWC-0480-0-007-035 (the "Property").
6. The Property was positioned near the Provo river and provided wetlands that potentially could have been used to mitigate the wetlands I was developing in another part of Wasatch County.
7. In the alternative, I envisioned fishing cabins being built on the Property.
8. We named the entity Fishin' With Bread, LLC because of the idea of building fishing cabins as well as the fact that one of my considered principal investors was a baker,
9. At that time, the Property was listed for sale at a price of $\$ 2,790,000.00$.
10. On April 27, 2006 I offered to purchase the Property for $\$ 2,400,000.00$.
11. On May 1, 2006, the seller counteroffered to sell me the Property for \$2,620,000.00.
12. On May 4, 2006, I counteroffered to purchase the Property for $\$ 2,500,000.00$.
13. That same day the seller accepted this counteroffer and we entered into a Real Estate Purchase Contract ("REPC") to purchase the Property for $\$ 2,500,000.00$. A copy of this REPC is attached hereto as Exhibit A.
14. I did not know that on May 4, 2006 the Jordanelle Special Service District ("JSSD") passed a resolution authorizing the purchase of the Property.
15. On June 7, 2006, after a survey of the Property was completed, the seller agreed to reduce the purchase price to $\$ 2,400,000.00$.
16. Also on June 7, 2006, the REPC was assigned to Fishin' With Bread, LLC.
17. After learning that $\mathrm{I} /$ Fishin' With Bread, LLC was under contract to purchase the Property, JSSD, through Dan Matthews, contacted me about purchasing the Property.
18. Selling the Property to JSSD would force me to mitigate the wetlands I was developing elsewhere through other means and would have, potentially forced me to spend more money to do so.
19. Accordingly, I agreed to sell the Property to JSSD for its original listing price of $\$ 2,790,000.00$, thereby providing me the funds necessary to mitigate my wetlands.
20. I never informed JSSD the price Fishin' For Bread, LLC paid for the Property.
21. On May 25, 2006, Fishin' With Bread, LLC entered into a REPC with JSSD to purchase the Property for a price of $\$ 2,790,000.00$.
22. Recognizing that this would now be a short-term investment, I decided to finance the purchase of the Property using a bank instead of other longer term investment routes I had previously been considering prior to entering into a REPC with JSSD.
23. First Utah Bank, my lender, understanding the circumstances, obtained from JSSD an Assignment of Deposit Account to assure JSSD's ability to purchase the Property from Fishin' With Bread, LLC.
24. I was not involved in the conversations/negotiations between JSSD and First Utah Bank.
25. Nevertheless, by granting an Assignment of Deposit Account to First Utah Bank, it is my understanding that JSSD ensured that, in the event I defaulted on the loan in the short time I owned the Property, JSSD would be the first in line to actually purchase the Property for its purposes.
26. Neither I nor Fishin' With Bread LLC did anything dishonest in the above transaction
27. The purchase of the Property by Fishin' With Bread, LLC was an arm's length transaction.
28. JSSD's purchase of the Property from Fishin' With Bread, LLC was an arm's length transaction.
29. Neither I nor Fishin' With Bread, LLC provided any "kickbacks" or other benefits to Mr. Matthews, JSSD, or any member of the governing boards of JSSD.

DATED this 4th day of December, 2014.


| Hotline Jordanelle | 3JSSD8L-50 |
| :--- | ---: |
| 3JSSD8L-50 Gas Card Review |  |

Purpose: $\quad$ Per step 9 of 3ISSD8L-AP. To review the Fuelman (gas card) records for incorrect odometer recordings and other indications of possible misuse of gas card purchases.

Testwork: Electronic records for fuel purchases for the period of January 1, 2008 to January 31, 2014 were obtained from Jeff Done, Fuel Dispensing Manager, Division of Fleet Operations - see 3JSSD8L -50 A. The "All Years Edited" tab is the population of the records obtained. Gas cards are assigned to a vehicle, as opposed to an individual (Note: each employee is assigned a unique PNN for use with the fuel cards, so use by employee can be viewed and tracked). Therefore, the records were sorted by gas card and then by date to put the purchases in sequential order. Formulas were then included to calculate the miles driven and the miles per gallon.

The records were reviewed (included as 3JSSD8L-50A) for negative mileage, where the mileage entered is equal to or below the mileage entry from the previous purchase or recording odometer readings out of sequence. Although this method specifically identified those where the odometer reading was lower or even 0 , it also identified the majority of those that were unusually high because eventually the odometer reading would go back down. The improper odometer readings could indicate the following: 1) an accidental input error, 2) an intentional disregard for policy (as the odometer reading is required to be entered when purchasing fuel), or 3) an attempt to hide an improper gas purchases. Improper gas purchases represent disbursement misappropriations. Because inaccurate odometer readings is a problem in and of itself (due to violation of policy and the inability to track mpg, etc.), we have included this issue in our Findings section below.

We then performed additional testwork in order to identify odometer input errors from potential misappropriations. We recalculated miles driven and mpg using odometer readings before and after the negative reading (in order to calculate a more accurate mpg over the span of several gas purchases). In some cases, we did not use the readings either right before or after because it depended on the circumstance. Judgment was used in deciding the odometer readings to use as indicated by those marked with d. Because the calculation covered several purchases, those with abnormally high mpg's were also covered in this testwork. The mpg was then used to determine a mistake from a potential misappropriation. See OSA recalculated miles, gallons, and mpg on columns $\mathrm{O}, \mathrm{P}$, and Q on "152579 Ford F250" tab, and columns S, T, and U on "109483 Ford F250" tab.

Per review of the internet, the average mpg for the Ford F250 trucks (both vehicles reviewed happened to be the same type) is 15 mpg . Therefore, per auditor judgment and in order to conservatively identify potential gas misappropriations, we used 10 mpg and under as the point at which we considered
the mpg to be unreasonable and higher risk for misappropriation. The problem with using the historical mpg calculations is that if misappropriations were a consistent occurrence, the mpg would naturally be much lower. The vehicles reviewed often reported around 12 mpg . We felt that some of these in the range of 10-12 could be potential misappropriations based on the odometer readings and other circumstances, such as frequent reporting of 200 and 300 miles driven. It seems suspect that one would drive exactly 200 or 300 miles between fill-ups. However, to be conservative we did not separately identify those in this range. This test will identify situations where the gas might have been pumped into a personal or non-District vehicle, which is prohibited by District policy as noted on 3JSSD8L-51. Since low mpg generally could indicate this problem, we also identified all transactions (in addition to those associated with negative mileage) that had mpg's of 10 or lower - see T/M and 9 below. Note that none of these could be determined as absolute so the words "questionable," "might" and "potential" are used.

For the testwork above, we determined the cards (vehicles) that had the most instances of negative mileage. See the tab entitled "Pivot count of negative," which shows there was a total count of 281 negative mileage transactions. We identified that card \#152579 (Ford F250) had 31 negative mileage transactions; card \#114366 (Dodge Ram) had 38 negative mileage transactions; and card \#109483 (Ford F250) had 29 negative mileage transactions.

For additional detailed testwork, we selected: Card \#152579, which belonged to a Ford F250 truck driven mostly by Lynn Sulser, and had purchases from 5/4/11 to 12/26/13; and card \#109483, which belonged to a Ford F250 truck driven mostly by Lloyd Popp in the early years and Mont Mair in the later years, and had purchases from $1 / 4 / 08$ to $1 / 30 / 2014$. Card \#114366, which belonged to a Dodge Ram driven mostly by Lynn Sulser and had purchases from 1/7/2008 to 10/28/2010, was not tested because we were already testing a vehicle driven by Lynn Sulser for a more current period and we are fairly certain we would find similar problems to the other vehicle per review of the records. This testwork is on 3JSSD8L-50A - see "152579 Ford F250" and "109483 Ford F250" tabs. Also see Notes A-D below.

We also reviewed other transactions for other vehicles and drivers and found similar problems to those identified for the drivers above; however, we did not feel it was necessary to document all of them as the results would not change, nor would it change our recommendations. In addition, we cannot prove any misappropriations, so we can't justify the additional work of summarizing and formally documenting the testwork.

While reviewing for improper odometer readings, we noted that there were instances of vehicles being filled with different types of gas. The policy is to keep one card per vehicle; therefore, different types of gas should not be purchased for the same vehicle. As a result we filtered the data for gas type by card. The tab "Gallons by Card and Product" show the number of gallons purchased by fuel type for each card. Since the card is assigned to the vehicle, it represents the
vehicle also. In this tab, we identified vehicles using multiple types of gas, and then copied it to tab "Unleaded and Diesel" to summarize the amounts.

We will include this information in the finding. These purchases could indicate potential misappropriations because they indicate that different vehicles are being filled. There is no way to determine if the vehicles are District vehicles or personal vehicles; therefore, we will question these transactions. See Findings section below where 3JSSD8L-FR06 was issued.

General Note: The standard tickmarks were not used on the spreadsheets because Excel operations could not be readily used with them. Therefore, tickmarks identified with letters were used instead.

## Tickmark Letters

a Recalculation of mpg was reasonable as it was $>10 \mathrm{mpg}$ as explained above. NEN.

- Recalculation of mpg appears low or less than or equal to 10 mpg . Odometer reading might be an intentional error and could indicate a possible misappropriation. See 3JSSD8L-FR06. (For clarification, this tm was used where recalculations were needed, e.g. generally with negative transactions.)
a Purchase is for diesel and not unleaded. Exception taken. See additional testwork on "Unleaded and Diesel" tab and 3JSSD8L-FR06.
d Odometer reading appears incorrect for a period of time, so a different period as described in the testwork section was used to calculate the mpg. Because it covered various transactions, more purchases than the negative might be in question. However, we will only count the negative transaction as that will be a conservative representation of the problem. See Findings section below.
e Not used.
- Purchase was made on the same day as another purchase. (We identified only those that had either or $g$ ). See Findings section below.
9 Mpg is less than or equal to 10 mpg and is considered questionable - see explanation above (this was used on those that did not require recalculation). See Findings section below.
W Purchase was made within one day of another purchase. (We identified only those that had either $\mathbf{6}$ or $\mathbf{g})$. See Findings section below.


## Notes:

A The first odometer reading for 2008 appears to be incorrect. In fact, there appears to be a whole series of incorrect odometer readings. It might be that they are using the card for various cars given that there is a mixture of types of gas. However, even considering that, the odometer readings are inconsistent. Given their inconsistency, we did not recalculate the mpg for reasonableness as this would not produce reliable results. We will consider the mpg as unreasonable. Our understanding of the District's policy is that a card is assigned to a vehicle and should not be used between various vehicles. There is no way to know whether the purchases are proper i.e. buying for a District vehicle or a personal vehicle, so we will include the issues in our Finding. These sample items are
marked with $b$ and even though they do not appear to meet the requirements. This was done in order to account for the errors i.e. the negative transactions are marked with and those that are positive are marked with 9 . See 3JSSD8L-FR06.

B There appears to be a change of vehicle on $11 / 12 / 2008$ based on the odometer readings. The first odometer reading appears to be for the old vehicle with a typo and could be 89284. If that is so, the mpg is 6.5 , which is too low. If it is not a typo, it is still a questionable purchase. See 3ISSD8L-FR06. This purchase is marked with for summarization purposes of the finding.

C As noted above, there appears to be a vehicle change with this odometer reading representing the first purchase. Thus, there is not mpg; it is marked NEN.

D These purchases were made on the same day, but the first was only for a small amount. The mpg needed to be recalculated using the sum of the purchases for gallons and miles. NEN. They are not marked with $\begin{gathered}\text { r } \\ \text { I }\end{gathered}$ since NEN.

## Findings:

We noted the following problems with the Ford F250 driven mainly by Lloyd Popp and Mont Mair using card \#109483:
Of 260 purchases, 29 had negative miles driven (odometer reading entered was less than the previous purchase/entry).
55 purchases ( 18 with and 37 with 5 ) were considered potenti al misappropriations because the calculated mpg was equal or less than 10 mpg . Of these, 27 purchases ( 18 with 9 with ) occurred on the same day or within one day of another purchase.
11 transactions were considered potential misappropriations because diesel gas was purchased when the vehicle ran on unleaded gas.

We noted the following problems with the Ford F250 driven mainly by Lynn Sulser using card \#152579:
Of 167 purchases, 31 had negative miles driven (odometer reading entered was less than the previous purchase/entry).
19 purchases ( 7 with 12 with 9 ) were considered potential misappropriations because the calculated mpg was equal or less than 10 mpg . Of these, 5 purchases ( 2 with $\mathrm{m}_{\mathrm{t}}$ and 3 with h ) occurred on the same day or within one day of another purchase.
4 transactions were considered potential misappropriations because diesel gas was purchased when the vehicle ran on unleaded gas.

## Combined:

Of 427 purchases, 60 had odometer readings that resulted in negative miles driven.
74 purchases were considered potential misappropriations of fuel. Of these, 32 purchases were made either the same day or within one day of another purchase.
15 transactions were considered potential misappropriations because diesel gas was purchased when the vehicle ran on unleaded gas.

These problems are reported in 3ISSD8L-FRR06. This is considered a key internal control weakness and a significant compliance issue (also see issues on JSSD8L-51, which are included in the FR).

Additional Note Related to Findings: During our 7/22/14 interviews with JSSD Board and management (see 3JSSD8L-25F), we asked about the instances of low vehicle mileage. Dan Matthews, Manager, told us that the operations crew will sometimes idle their vehicles during the winter when they're out on a call due to the cold temperatures, which could cause the low mileage. We reviewed the " 152579 Ford" and the " 109483 Ford" tabs and found that the low mileage ( $\mathrm{t} / \mathrm{m}$ 's b and g ) were found throughout the year, and not isolated to just the winter months. Therefore, we do not believe this is the cause of the low mileage. Further, we believe our threshold of 10 mpg is conservative, and occasional idling of the vehicle would not cause the mpg to fall below this threshold. Per auditor judgment, we will note management's response here, but it does not have an impact on our conclusions for the reasons discussed above, and we will issue our finding as noted in the Findings section.

## Fuel Types

As mentioned above, it was noted that some vehicles purchased different types of gas. Those purchases are summarized here and will be included in 3JSSD8L-FR06. As documented in the tab, "Unleaded and Diesel" on 3ISSD8L-50A, the purchase of diesel fuel totaling $\$ 2,530$ is questioned because the vehicles are authorized for unleaded and cannot use both types of fuel. In addition, dyed diesel* totaling $\$ 983$ was purchased. The dump truck uses diesel gas; therefore, the $\$ 3,387$ spent for unleaded fuel associated with that vehicle is questioned. See 3JSSD8L-FR06.
*There is the possibility that the District has a transfer tank on one or more of the vehicles. This means that a truck carries a tank which can be filled with dyed diesel for use with off-road equipment, such as backhoes, generators, tractors, etc. Per information obtained at our request by Steve Capson, Board Member, from Dan Matthews, General Manager, and Darrell Scow, Asst. General Manager, both Max Covey and Kim Snyder drive vehicles that have transfer tanks. Based on a review of the vehicles driven by these two individuals (spreadsheet filtered by their names), they mainly drive vehicles with card \#'s 055811, 138166 (Covey) and 109492 (Snyder). None of these vehicles purchased dyed diesel. In fact, per review of the dyed diesel purchases, they were made by Lloyd Popp (\#109483), Mont Mair (\#109488), and Lynn Greer and Lynn Sulser (\#113633). Per the District's email response, the following vehicles and associated fuel cards have diesel transfer tanks: 2007 Dodge \#115308 and 1999 Dodge \#166938, which did not have dyed diesel purchases (per the "Gallons by Card and Product" tab). The District also indicated that there would not be other vehicles purchasing dyed diesel. Therefore, we will question these purchases in 3ISSD8L-FR06 as the purchases don't coincide with the information given to us.

Also note that Steve Capson, Board Member, in response to our questioning, indicated that only three vehicles (Dump truck \#109492, 1999 Dodge truck \#166398, and 2005 International Vac truck \#115308) used diesel gas. Per review of fuel types, the dump truck purchased both types as discussed and referred to $\operatorname{FR}-06$ above, and the International purchased only diesel (NEN). We did not note a 1999 Dodge truck in the listing of vehicles provided to us by State Fleet. All Dodges per Fleet's listing purchased unleaded fuel only per review of the spreadsheet with the
exception of a Dodge Ram 2007 (\#138167), which is included in the questioned amount above ( $\$ 2,530$ in diesel fuel purchased on cards assigned to vehicles which use unleaded fuel).

Summary: 3JSSD8L-FR06 issued. This is considered a key internal control weakness and an important compliance issue (also see issues documented on 3JSSD8L-51, which are combined in the FR).

Hotline 3JSSD8L
3JSSD8L-50 A
3JSSD8L-50 A Gas Card Reviews


152579 Ford $\mathbf{F 2 5 0}$


109483 Ford F250


## Pivot count of negative

| Row Labels | Count of Audit |  |
| :---: | :---: | :---: |
| 055811 | 2 |  |
| 109483 | 29 |  |
| 109484 | 3 |  |
| 109485 |  |  |
| 109487 | 9 |  |
| 109488 | 8 |  |
| 109489 |  |  |
| 109491 | 11 |  |
| 109492 | 13 |  |
| 109493 | 13 |  |
| 109494 | 6 |  |
| 113633 | 11 |  |
| 114365 | 24 |  |
| 114366 | 38 |  |
| 114367 | 18 |  |
| 114381 | 3 |  |
| 115307 | 6 |  |
| 115308 | 5 |  |
| 115309 | 8 |  |
| 138166 | 5 |  |
| 138167 | 8 |  |
| 147436 | 5 |  |
| 147437 | 5 |  |
| 152578 | 7 |  |
| 152579 |  | (The " 152579 Ford" tab shows 31 negative transactions. We checked our numbers and formula, and are unsure why there is a difference. We will use 31 in our FR to be conservative.) |
| 152580 | 5 |  |
| 166165 | 2 |  |
| 166166 | 4 |  |
| 166168 | 1 |  |
| Grand Total | \11. 281 |  |

Unleaded and Diesel

Gallons by Card and Product




|  |  |
| :---: | :---: |
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## $\stackrel{2}{6}$ 













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[^9]

[^10]December 31, 2012

## NOTE 2 - DEPOSITS (CONTINUED)

## Custodial Credit Risk (Continued)

As of December 31, 2012, the District's bank balance was $\$ 16,889$, all of which was insured by federal deposit insurance. The District had no other deposits or investments as of December 31, 2012.

## NOTE 3-CApitAl Assets

In 1999, the District entered into an agreement with Strawberry Lake View, LLC (the LLC) to provide wastewater collections services for the 95 lots in the Strawberry Lakeview Development. The LLC contributed the sewer system pump and lines to the District with an estimated fair market value of $\$ 400,500$ on the condition that the District would reimburse the LLC for development costs at $\$ 2,000$ per hookup as the funds are received from the land owners. This agreement resulted in a net contribution of $\$ 210,500$ from the LLC. At December 31, 2012 the hookup fees payable to the LLC were $\$ 96,000$. See Note 4 for additional information.

Capital asset activity for the year ended December 31, 2012 is as follows:

|  | $\begin{gathered} \text { Balance } \\ 12 / 31 / 2011 \\ \hline \end{gathered}$ |  | Additions |  | Deletions |  | $\begin{gathered} \text { Balance } \\ 12 / 31 / 2012 \\ \hline \end{gathered}$ |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Capital assets, being depreciated |  |  |  |  |  |  |  |  |
| Sewer system and pump lines | \$ | 400,500 |  |  |  |  | \$ | 400,500 |
| Pump station |  | 18,653 |  |  |  |  |  | 18,653 |
| Office equipment |  | 1,696 |  |  | \$ | $(1,696)$ |  |  |
| Total capital assets, being depreciated |  | 420,849 |  |  |  | (1,690) |  | 419,153 |
| Less acaumulated depreciation |  |  |  |  |  |  |  |  |
| Sewer system and pump lines | \$ | 104,132 | \$ | 8,010 |  |  |  | 112,142 |
| Pump station |  | 5,520 |  | 1,250 |  |  |  | 6,770 |
| Office equipment |  | 1,696 |  |  |  | (1,690) |  |  |
| Total acoumulated depreciation |  | 111,348 |  | 9,260 |  | $(1,696)$ |  | 118,912 |
| Capital assets, net | \$ | 309,501 | \$ | 9,260 | \$ | -0- |  | 300,241 |

# STRAWBERRY LAKEVIEW SPECIAL SERVICE DISTRICT A COMPONENT UNIT OF WASATCH COUNTY <br> <br> Notes to Financial Statements 

 <br> <br> Notes to Financial Statements}

December 31, 2012

## NOTE 4-LONG-TERM LIABILITIES

Long-term liabilities for the year ended December 31, 2012 are as follows:

|  | $\begin{gathered} \text { Balance } \\ 12 / 31 / 2011 \\ \hline \end{gathered}$ |  | Additions |  | Reductions |  | $\begin{gathered} \text { Balance } \\ 12 / 31 / 2012 \\ \hline \end{gathered}$ |  | Due Within One Year |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Other liabilities |  |  |  |  |  |  |  |  |  |  |
| Hookup fees payable | \$ | 96,000 |  |  |  |  | \$ | 96,000 |  |  |
| Total long-term liabilitics | \$ | 96,000 | \$ | -0- | \$ | -0- | $\$$ | 96,000 | \$ | -0- |

## NOTE 5 - RELATED PARTIES

## Jordanelle Special Service District

In March 2012, the District entered into an agreement with Jordanelle Special Service District (JSSD) to have them provide management, operations, and maintenance services for which they are billed a monthly service fee. The District also has an agreement with JSSD to share an employee for financial consulting setvices. Under the agreement the District is billed for time spent. In total, the District was chatged $\$ 30,495$ for these services during the year ended December 31, 2012 of which $\$ 30,000$ was due at year end. JSSD agreed to forgive the balance duc as of December 31, 2012 which the District then recognized as special item income in the Statement of Revenues, Expenses and Changes in Net Position. The District and JSSD are both component units of Wasatch County and are managed by the same individuals.

## Wasatch County

Through August 2012, Wasatch County staff provided administrative services to the District. The District reimbursed Wasatch County for salaries paid to the administrative employees and some operational expenses for an upgrade of the accounting software. The District paid Wasatch County $\$ 4,382$ for these services during the year ended December 31, 2012 with no balance due as of year-end. The District is a component unit of Wasatch County.

## NOTE 6-ECONOMIC DEPENDENCY

Strawberry Lakeview Special Service District is economically dependent on the wastewater collection services it provides within its boundaries. The District reccived nearly one-hundred (100) percent of its tevenues from wastewater collection and related setvices.

# STRAWBERRY LAKEVIEW SPECIALSERVICEDISTRICT A COMPONENT UNIT OF WASATCH COUNTY <br> Notes to Financial Statements 

December 31, 2012

## NOTE 7-SUBSEQUENT EVENTS

Strawbetyy Lakeview Special Service District's management evaluated events through April 29, 2013, which is the date the financial statements were available to be issued, for items that could have a material impact on the financial statements at December 31, 2012. No such items were noted.

Fwd: JS Bad Debt Reconciliation 2013
mesacge
Stephen Capson [SCapson@co.wasatch.ut.us](mailto:SCapson@co.wasatch.ut.us)
Thu, May 8, 2014 at 1:24 PM
To: Sean Clayton [sclayton@utah.gov](mailto:sclayton@utah.gov)
Sean,
Dan forwarded this to me. I have not studied the attached spreadsheet in detail. If you have any questions, direct them to Dan and staff.

Councilman Stephen R. Capson
(Sent from my iPad)
Begin forwarded message:

From: Dan Matthews [jssd1@xmission.com](mailto:jssd1@xmission.com)
Date: May 5, 2014 at 5:05:32 PM MDT
To: Stephen Capson [SCapson@co.wasatch.ut.us](mailto:SCapson@co.wasatch.ut.us)
Cc: Darrel [Darrel@jssd.us](mailto:Darrel@jssd.us)
Subject: FW: JS Bad Debt Reconciliation 2013

Steve,
Here is the worksheet Kierstan sent to me. You may want to look at it and make sure you are comfortable with it before you send it on.

We do not have a written write off policy. I've told that to the auditors a couple of times already.
Thanks,
3JSSD8L-80
Dan

From: Kierstan Smith, CPA [mailto:kierstansmith.cpa@gmail.com]
Sent: Monday, May 05, 2014 12:49 PM
To: Dan Mathews; Darrel Scow
Subject: JS Bad Debt Reconciliation 2013

Hi Dan,

Attached is the 2013 bad debt calculation.

4 attachments

| Sichant Emith | image003.png |
| :--- | :--- |
| 25 K |  |

## ATT00001.htm

1K
图 JS Bad Debt Reconciliaiton 2013.xIsx
20K
57
ATT00002.htm
1K

## Re: Audit - JSSD - Bad Debt Expense

Sean,
I talked to Dan just now and he will get me the detail on the 2013 bad debt expense. As far as a policy goes on write-off of bad debts, there is no written policy; the board should approves write-off's.

3USSD8L-80
Councilman Stephen R. Capson
(Sent from my iPad)
On May 1, 2014, at 2:23 PM, "Sean Clayton" <sclayton@utah.govs wrote:

Steve,
We have requested the JSSD policy manual on several occasions but have not yet received a copy. Does the JSSD have a written policy for "writing off" bad debt? If so, would it be possible to get a copy.

We also received the detailed breakout of the "Bad Debt Expense" account for 2008 through 2012 from Ballard Spahr with our latest document request. We had requested the detail for 2013 as well but we did not receive it. Would you be able to help with this request of should we proceed with another formal request?

Thank you for your help in these matters. Feel free to contact me with any questions.
-
Regards,

Sean Clayton
Staff Auditor
Office of the Utah State Auditor Utah State Capitol Complex
East Office Building, Suite E310
PO Box 142310
Salt Lake City, Utah 84114

Work: (801) 615-3900
Email: sclayton@utah.gov
Professional Profile


# WATER AND WASTEWATER SYSTEM OPERATION MAINTENANCE AGREEMENT BETWEEN <br> JORDANELLE SPECIAL SERVICES DISTRICT <br> AND 

STRAWBERRY LAKEVIEW SPECLAL SERVICE DISTRICT
THIS AGREEMENT, is made and entered into as of y/acol 2, Zotc, 2012, (this "Agreement") by and between JORDANELLE SPECIAL SERVICE DISTRICT ("ISSD" or "DISTRICT"), a political subdivision of the State of Utah, and STRAWBERRY LAKEVIEW SPECIAI SERVICE DISTRICT ("SLSSD"), a political subdivision of the State of Utah, (collectively the "Parties").

## recitals

WHEREAS, SISSD owns, operates and maintains a sewer tieatment facility, sewer lines, pump stations, and other appurtenant facilities to provide sewer service to the properties within the Strawberry Lakeview Special Service District boundaries; and

WHEREAS, SLSSD desires to temporarily contract for management, operation, maintenance and other services until it is cost-effective to provide those services on its own; and

WHEREAS, the Jordanelle Special Service District, as a sister entity formed by Wasatch County, is providing the same services in another unincorporated area of the County, and has the personnel, equipment, office and shop space necessary to provide water and sewer services in a cost effective mamner, and

WHEREAS, ISSD is already operating and maintaining the Twin Creeks and North Village Service District water and sewer systems pursuant to a similar contract; and

WHEREAS, the manager of ISSD is already acting as manager of SLSSD pursuant to the County's request; and

Page 1 of 9

WHEREAS, it is the goal of the County to provide water and wastewater service within the County in the most cost effective and efficient manner possible; and

WHEREAS, redundant personnel, equipment and facilities are not generally costeffective; and

WHEREAS, SLSSD desires to enter into an Agreement with JSSD whereby JSSD will provide management, operation, maintenance, and construction inspection services for the SLSSD sewer system; and

WHEREAS, ISSD has the equipment and personnel to provide the management, operation, maintenance, and construction inspection services to SLSSD in a more cost-affective manner than SLSSD could currently perform those services itself; and

WHEREAS, it is in the best interests of both SLSSD and JSSD to enter into this Agreement.

NOW, THEREFORE, in consideration of the following promises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do hereby agree as follows:

## AGREEMENT

1.: Management service to be provided by JSSD:

Pursuant to this Agreement, the manager of JSSD shall continue to serve as the manager of SLSSD. As such; the manager shall have all the rights, duties, responsibilities and authority necessary to act as the manager of SLSSD. The Manager, acting as manager of SLSSD, shall maintain separate finances, books, records and filcs for the Strawbery Lakeview Special Service District, and shall answer to and act under the direction of the

SLSSD administrative control board, which at the time of this Agreement, is the Wasatch County Council.
2. Wastewater system operation services to be provided by JSSD:

Pursuant to this Agreement, JSSD shall provide equipment, facilities and personnel necessary to operate the wastewater system of SLSSD. The equipment that currently belongs to SLSSD shall remain under the ownership of SLSSD. JSSD equipment shall remain under the ownership of JSSD.
3. Wastewater system maintenance services to be provided by JSSD: Pursuant to this Agreement, JSSD shall provide equipment, facilities and personnel necessary to maintain the wastewater systems of SLSSD. The equipment that currently belongs to SLSSD shall remain under the ownership of SLSSD. JSSD equipment shall remain under the ownership of JSSD. New equipment, upgrades, and facilities necessary to maintain the SLSSD systems shall be paid for, and owned by SLSSD. JSSD agrees to respond to alarms, monitor the SCADA system 24 hours a day (if any), check pump stations, PRVs, and other facilities on a regular basis and perform routine maintenance and repairs. ISSD will provide all the tools, safety equipment, and other equipment necessary to perform Routine Maintenance Services. JSSD agrees to perform all Routine Maintenance Services in a proper and workman-like manner, consistent with standard industry practice.
4. Construction inspection services to be provided by JSSD: Pursuant to this Agreement, JSSD shall provide equipment, facilities and personnel necessary to provide construction inspection services for the wastewater system of SLSSD.

Page 3 of 9

such violation. Prior to and as a condition of such termination, the Party shall provide the other Party with written notice specifying in general terms the nature of the violation. The Party allegedly in violation shall have thirty (30) days from receipt of such notice to cure the violation, following which cure period this Agreement shall automatically terminate if the cure has not been timely effected. Additionally, in the event Strawberry Lakeview Special Service District determines that it can and should provide its own management, operation, maintenance and/or construction inspection services in order to best serve its customers, SLSSD may terminate this agreement upon thirty (30) days written notice.
4. Assignment. This Agreement is not assignable by JSSD or SLSSD without express, written consent of the other party.
5. Indemnification. Except as otherwise specifically provided herein, SLSSD shall indemnify, save harmless and defend the other JSSD, its agents and employees, from all claims, mechanics liens, demands, damages, actions, cost and charges, including attorney's fees and other liabilities arising out of or by reason of the construction, operation, maintenance, use or attempted use of that SLSSD's sewer system. SLSSD shall be responsible for providing construction inspection and maintenance services as set forth herein in a proper and workman-like manner consistent with the generally accepted practices in the industry. JSSD agrees to indemnify, save harmless and defend SLSSD, its agents and employees, from all clains, mechanics liens, demands, damages, actions, cost and charges, including attomey's fees and other liabilities arising out of or by reason of improper or negligent inspection or maintenance services provided by JSSD, to the
extent those services are not performed in a workman-like manner and according to standard industry practice.
6. Notices. Except as may be herein otherwise provided, all notice required or permitted herein, shall be deemed to have been properly given when sent by certified United States mail, addressed to the Parties at the addresses appearing below; the date of such service shall be the date on which the notice is deposited in the United States Post Office; all notices shall be sufficient within the terms of the Agreement when signed by any one or more of the notifying parties or their agents and mailed to any one or more of the opposite parties; personal delivery of such written notice shall have the same effect as notice given by mail; the attached addresses may be changed for the purposes of this Agreement by notification of the opposite party in writing.

| Strawberry Lakeview SSD | Jordanelle Special Service District |
| :--- | :--- |
|  | C/O Dan Matthews |
| 25 N. Main | P O Box 519 |
| Heber City, UT 84032 | 10420 North Jordanelle BIvd. Ste. A |
|  | Heber City, UT 84032 |

## 7. General Provisions.

a. Costs and Attorney's Fees. In the event of any dispute arising out of this Agreement, the prevailing party in any arbitration or related legal proceeding shall be entitled to recover its reasonable attorney's fees, costs and expenses from the losing party.
b. Amendments. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by the parties hereto.
c. Integration. This Agreement constitutes the entire understanding and agreement of the parties, and any and all prior agreements, understandings or representations Page 6 of 9
are hereby terminated and cancelled in their entirety and are of no force and effect.
d. No Third Party Beneficiaries. The execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties heteto, to any person or entity other than the parties to this Agreement.
e. Waiver. The waiver by any Party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or waiver of any subsequent breach, whether of the same or another provision of this Agreement.
f. Choice of Law. This Agreement in all respects shall be governed by the laws of the State of Utah. Nothing contained herein shall be construed to require the commission of any act contrary to law. Wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation, the latter shall prevail and the provision of tbis document which is affected shall be curtailed and limited to the extent necessary to bring it within the requirements of the law.
g. General Liability Insurance. SLSSD shall acquire and maintain a general liability policy which shall cover the operation and maintenance of the SLSSD sewer system. JSSD shall be named as an insured party on the General Liability Insurance.
h. Property and Casualty Insurance. SLSSD shall acquire and maintain standard Property and Casualty insurance on the SLSSD sewer system. JSSD shall be named as an insured party on the Property and Casualty Insurance.

Page 7 of 9
i. Major Repair and Replacement Costs. SLSSD is responsible for paying for all costs necessary to maintain the SLSSD sewer system in a proper working condition. Before incurring any Major Repair and Replacement Cost, JSSD shall submit a written explanation of the need for the repair or replacement, along with ari estimate of the cost. SLSSD shall pre-approve, in writing, all Major Repair and Replacements to the SLSSD sewer system. Major repais and/or replacement costs shall be defined as any required or discretionary repairs or replacements to parts of the sewer system which are estimated to cost in excess of $\$ 30,000.00$, including labor. In the event SLSSD refuses to approve a Major Repair and Replacement Cost which, in the professional opinion of JSSD, is required for the safe and efficient operation of the SLSSD sewer system, JSSD shall have the right to terminate this Agreement.
j. Minor Repair and Replacement Costs. SLSSD shall be responsible for paying for all "Minor Repair and Replacement Costs" necessary to maintain the SLSSD water and sewer system in a proper working condition, JSSD shall submit a written explanation of the need for the repair or replacement, along with the actual cost as part of the normal written report. SLSSD shall not be required to pre-approve, in writing, any Minor Repair and Replacements to the SLSSD water and sewer system. Minor Repair and/or Replacement costs shall be defined as any required or discretionary repairs or replacements to parts of the water or sewer system which are estimated to cost less than $\$ 5,000.00$, including labor.
k. When providing service to SLSSD pursuant to this agreement, JSSD shall in all cases comply with the policies and procedures of SLSSD. For purposes of the

State Department of Environmental Quality regulations, the Manager of the Jordanelle Special Service District, Dan Matthews is designated as the authority in charge. Lynn Sulser, a properly certified employee of Jordanelle Special Service District, is designated as the direct responsible charge (DRC) of the Strawberry Lakeview wastewater system.

IN WTTNESS WHEREOF, the parties hereto have set their hands and seals the day herein first above written.

STRAWBERRY LAKEVIES SPECIAL SERVICE DISTRICT

Chairman, Administrative Control Board


JORDANELLE SPECIAL SERVICES DISTRICT


Dan Matthews, Manager

- Attest:

Page 9 of 9

# ADDENDUM TO <br> WATER AND WASTEWATER SYSTEM <br> OPERATION MANTENANCE AGREEMENT BETWEEN <br> IORDANELLE SPECIAL SERVICES DISTRICT AND <br> STRAWBERRY LAKEVIEW SPECIAL SERVICE DISTRICT 

THS ADDENDUM to the AGREEMENT, is made and entered into as of May 21, 2012, (this "Agreement") by and between JORDANELLE SPECIAL SERVICE DISTRICT ("JSSD" or "DISTRICT"), a political subdivision of the State of Utah, and STRAWBERRY LAKEVIEW SPECIAL SERVICE DISTRICT ("SLSSD"), a political subdivision of the State of Utah, (collectively the "Parties"),

## RECITALS

WHEREAS, SLSSD and JSSD have entered into an Operation and Maintenance Agreement dated March 7, 2012; and

WHEREAS, the Parties desire to add Shane Paddock as the certified wastewater treatment operator, and as the DRC for the treatment portion of that facility; and

WHEREAS, the Parties desire that all other terms and conditions of the March 7, 2012 Agreement remain in full force and effect.

NOW, THEREFORE, in consideration of the following promises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do hereby amend the original agreement as follows:
ADDENDUM treatment system of the SLSSD.
IN WITNESS WIEREOF, the parties hereto have set their hands and seals the day herein first above written.
STRAWBERRY LAKEVIEW SPECIAL SERVICE
DISTRICT
By: Aerrcoso Pudtempen Chairman, Administrative Control Board

JORDANELLE SPECIAL SERVICES DISTRICT
By: $Q 1$ goce
Dan Matthews, Manager


Page 2 of 2


State of Utah
GARY R. HERBERT Governor

GREG BELL
Lieutenant Governor

Department of Environmental Quality

Amanda Smith

Executive Director
DIVISION OF WATER QUALITY
Walter L. Baker, P.E.
Director

May 31, 2012

Kendall Crittenden
Strawberry Lakeview SSD
25 N. Main
Weber City, UT 84032
Dear Mr. Crittenden:
Subject: Utah Wastewater Works Operator Certification Program, Direct Responsible Charge (DRC) Services Contract Approval

We have reviewed the "Water and Wastewater System Operation Maintenance Agreement Between Jordanelle Special Services District and Strawberry Lakeview Special Service District" along with the recently attached Addendum which names "Lynn Sulser, an employee of Jordanelle Special Service District," and "Shane Paddock" as the Certified Wastewater Operators to meet the need of Strawberry Lakeview SSD for wastewater operators in direct responsible charge (DRC) of the wastewater collection and treatment systems. The agreement dated March 7, 2012. and AdA-- um dated May 21, 2012, which were submitted to our office for review, a guidelines and adequate for the duration o

We hereby concur that this agreement fulf which states, "All facilities must have an o that the minimum contract elements have t

Please be aware that the parties involved ar referenced contract meets the requirements ,ertinent regulations and use until December 31, 2013. any other issues that might be of concern.
ministrative Code, R317-10-5, vel on duty or on call,", and

If you have any questions regarding this matter, please contact Judy Etherington at (801)536-4344.


Walter L. Baker, P.E.
Director


WLB:JAE:jae
cc: Dan Matthews, Manager, JSSD
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FLLE: FACITTY COMPLLANGE2012STRAMBERGY LakEviEW SSD
195 North 1950 West • Salt Lake City, UT,
Mailing Address: P.O. Box 144870 . Salt Lake City, UT $84114-4870$ Telephone (801) 536-4300 • Fax (801) 536-4301 • T.D.D. (801) 536-4414 www.deq.utah.gov
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# WATER ANT WASTEWATER SYSTRM OPERATION MAINTENANCE A GREEMENT BETCWEEN <br> JORDANELLE SPECIAL SERVICES DISTRICT AND <br> STRAWBERRY LAKEVIEW SPECIAL SERVICE DISTRICT 

THIS AGREEMENT, is made and entered into as of $f / \sqrt{6} / \mathrm{CR} / 2,20,2014$, (this "Agreement") by and between JORDANELLE SPECIAL SERVICE DISTRICT ("JSSD" or "DISTRICT"), a political subdivision of the State of Utah, and STRAWBERRY LAKEVIEW SPECIAL SERVICE DISTRICT ("SLSSD"), a political subdivision of the State of Utalh, (collectively the "Parties").

## RECITALS

WHEREAS, SISSD owns, operates and maintains a sewer treatment facility, sewer lines, pump stations, and other appurtenant facilities to provide sewer service to the properties within the Strawberry Lakeview Special Service District boundaries; and

WHEREAS, SLSSD desires to temporarily contract for management, operation, maintenance and other services until it is cost-effective to provide those services on its own; and

WHEREAS, the Jordanelle Special Service District, as a sister entity formed by Wasatch County, is providing the same services in another unincorporated area of the County, and has the personnel, equipment, office and shop space necessary to provide water and sewer services in a cost effective manner; and

WHEREAS, JSSD is already operating and maintaining the Twin Creeks and North Village Service District water and sewer systems pursuant to a similar contract; and

WHEREAS, the manager of JSSD is already acting as manager of SLSSD pursuant to the County's request; and

WHEREAS, it is the goal of the County to provide water and wastewater service within the County in the most cost effective and efficient manner possible; and

WHEREAS, redundant personnel, equipment and facilities are not generally costeffective; and

WHEREAS, SLSSD desires to enter into an Agreement with JSSD whereby JSSD will provide management, operation, maintenance, and construction inspection services for the SLSSD sewer system; and

WHEREAS, JSSD has the equipment and personnel to provide the management, operation, maintenance, and construction inspection services to SLSSD in a more cost-effective manner than SLSSD could currently perform those services itself; and

WHEREAS, it is in the best interests of both SLSSD and JSSD to enter into this Agreement.

NOW, THEREFORE, in consideration of the following promises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do hereby agree as follows:

## AGREEMENT

## 1. Management service to be provided by JSSD:

Pursuant to this Agreement, the manager of JSSD shall continue to serve as the manager of SLSSD. As such, the manager shall have all the rights, duties, responsibilities and authority necessary to act as the manager of SLSSD. The Manager, acting as manager of SLSSD, shall maintain separate finances, books, records and files for the Strawberry Lakeview Special Service District, and shall answer to and act under the direction of the

SLSSD administrative control board, which at the time of this Agreement, is the Wasatch County Council.
2. Wastewater system operation services to be provided by JSSD:

Pursuant to this Agreement, JSSD shall provide equipment, facilities and personnel necessary to operate the wastewater system of SLSSD. The equipment that currently belongs to SLSSD shall remain under the ownership of SLSSD. JSSD equipment shall remain under the ownership of JSSD.
3. Wastewater system maintenance services to be provided by JSSD:

Pursuant to this Agreement, JSSD shall provide equipment, facilities and personnel necessary to maintain the wastewater systems of SLSSD. The equipment that currently belongs to SLSSD shall remain under the ownership of SLSSD. JSSD equipment shall remain under the ownership of JSSD. New equipment, upgrades, and facilities necessary to maintain the SLSSD systems shall be paid for, and owned by SLSSD. JSSD agrees to respond to alarms, monitor the SCADA system 24 hours a day (if any), check pump stations, PRVs, and other facilities on a regular basis and perform routine maintenance and repairs. JSSD will provide all the tools, safety equipment, and other equipment necessary to perform Routine Maintenance Services. JSSD agrees to perform all Routine Maintenance Services in a proper and workman-like manner, consistent with standard industry practice.
4. Construction inspection services to be provided by JSSD: Pursuant to this Agreement, JSSD shall provide equipment, facilities and personnel necessary to provide construction inspection services for the wastewater system of SLSSD.

JSSD shall be responsible for acquiring all approvals from State, Local and Federal agencies required for the construction of the sewer system, and for all costs associated therewith. All construction inspection fees collected by SLSSD shall be passed through to JSSD, as the providers of the construction inspection services.

Easements. SLSSD shall acquire and maintain all easements required for collection and delivery of wastewater from the SLSSD wastewater collection system.
5. Cast of Services: SLSSD shall pay JSSD on an as-needed basis for the services provided hereunder. The monthly payments shall be paid within thirty (30) days of the date of the invoice. Past due balances shall accrue interest at the rate of $12 \%$ per annum. Late payments shall be credited first to interest, and then to the unpaid principal balance. Failure to pay invoices shall result in termination of service. Costs of Service shall be reviewed and adjusted on an annual basis to reflect the actual cost of providing the service to SLSSD as part of the budgetary process. It is not the intent of the parties that one district subsidize the operation of another. Each district should pay the costs necessary to provide water and wastewater service to its customers. JSSD shall not provide service to SLSSD for less than the actual cost of the service and annual adjustments shall be made in the costs of service to prevent such subsidization.
6. Term and Termination. This Agreement shall take effect upon full execution by both Parties and the initial term shall continue until December 31, 2018. This Agreement may be renewed and extended for successive two year terms by written agreement signed by both parties. Either Party may terminate its obligations hereunder for the other Party's violation of any of the terms and conditions hereof or for the violation of any ordinances, rules or regulations of JSSD, or of any state or federal agencies, in effect at the time of
such violation. Prior to and as a condition of such termination, the Party shall provide the other Party with written notice specifying in general terms the nature of the violation. The Party allegedly in violation shall have thirty (30) days from receipt of such notice to cure the violation, following which cure period this Agreement shall automatically terminate if the cure has not been timely effected. Additionally, in the event Strawberry Lakeview Special Service District determines that it can and should provide its own management, operation, maintenance and/or construction inspection services in order to best serve its customers, SLSSD may terminate this agreement upon thirty (30) days written notice.
4. Assignment. This Agreement is not assignable by JSSD or SLSSD without express, written consent of the other party.
5. Indemnification. Except as otherwise specifically provided herein, SLSSD shall indemnify, save harmless and defend the other JSSD, its agents and employees, from all claims, mechanics liens, demands, damages, actions, cost and charges, including attorney's fees and other liabilities arising out of or by reason of the construction, operation, maintenance, use or attempted use of that SLSSD's sewer system. SLSSD shall be responsible for providing construction inspection and maintenance services as set forth herein in a proper and workman-like manner consistent with the generally accepted practices in the industry. JSSD agrees to indemnify, save harmless and defend SLSSD, its agents and employees, from all claims, mechanics liens, demands, damages, actions, cost and charges, including attorney's fees and other liabilities arising out of or by reason of improper or negligent inspection or maintenance services provided by JSSD, to the
extent those services are not performed in a workman-like manner and according to standard industry practice.
6. Notices. Except as may be herein otherwise provided, all notice required or permitted herein, shall be deemed to have been properly given when sent by certified United States mail, addressed to the Parties at the addresses appearing below; the date of such service shall be the date on which the notice is deposited in the United States Post Office; all notices shall be sufficient within the terms of the Agreement when signed by any one or more of the notifying parties or their agents and mailed to any one or more of the opposite parties; personal delivery of such written notice shall have the same effect as notice given by mail; the attached addresses may be changed for the purposes of this Agreement by notification of the opposite party in writing.

Strawberry Lakeview SSD
C/O Kendall Crittenden
25 N. Main
Heber City, UT 84032

Jordanelle Special Service District
C/O Dan Matthews
PO Box 519
10420 North Jordanelle Blvd. Ste. A Heber City, UT 84032

## 7. General Provisions.

a. Costs and Attorney's Fees. In the event of any dispute arising out of this Agreement, the prevailing party in any arbitration or related legal proceeding shall be entitled to recover its reasonable attorney's fees, costs and expenses from the losing party.
b. Amendments. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by the parties hereto.
c. Integration. This Agreement constitutes the entire understanding and agreement of the parties, and any and all prior agreements, understandings or representations
are hereby terminated and cancelled in their entirety and are of no force and effect.
d. No Third Party Beneficiaries. The execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties hereto, to any person or entity other than the parties to this Agreement.
e. Waiver. The waiver by any Party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or waiver of any subsequent breach, whether of the same or another provision of this Agreement.
f. Choice of Law. This Agreement in all respects shall be governed by the laws of the State of Utah. Nothing contained herein shall be construed to require the commission of any act contrary to law. Wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation, the latter shall prevail and the provision of this document which is affected shall be curtailed and limited to the extent necessary to bring it within the requirements of the law.
g. General Liability Insurance. SLSSD shall acquire and maintain a general liability policy which shall cover the operation and maintenance of the SLSSD sewer system. JSSD shall be named as an insured party on the General Liability Insurance.
h. Property and Casualty Insurance. SLSSD shall acquire and maintain standard Property and Casualty insurance on the SLSSD sewer system. JSSD shall be named as an insured party on the Property and Casualty Insurance.
i. Major Repair and Replacement Costs. SLSSD is responsible for paying for all costs necessary to maintain the SLSSD sewer system in a proper working condition. Before incurring any Major Repair and Replacement Cost, JSSD shall submit a written explanation of the need for the repair or replacement, along with an estimate of the cost. SLSSD shall pre-approve, in writing, all Major Repair and Replacements to the SLSSD sewer system. Major repair and/or replacement costs shall be defined as any required or discretionary repairs or replacements to parts of the sewer system which are estimated to cost in excess of $\$ 30,000.00$, including labor. In the event SLSSD refuses to approve a Major Repair and Replacement Cost which, in the professional opinion of JSSD, is required for the safe and efficient operation of the SLSSD sewer system, JSSD shall have the right to terminate this Agreement.
j. Minor Repair and Replacement Costs. SLSSD shall be responsible for paying for all "Minor Repair and Replacement Costs" necessary to maintain the SLSSD water and sewer system in a proper working condition. JSSD shall submit a written explanation of the need for the repair or replacement, along with the actual cost as part of the normal written report. SLSSD shall not be required to pre-approve, in writing, any Minor Repair and Replacements to the SLSSD water and sewer system. Minor Repair and/or Replacement costs shall be defined as any required or discretionary repairs or replacements to parts of the water or sewer system which are estimated to cost less than $\$ 5,000.00$, including labor.
k. When providing service to SLSSD pursuant to this agreement, ISSD shall in all cases comply with the policies and procedures of SLSSD. For purposes of the

State Department of Environmental Quality regulations, the Manager of the Jordanelle Special Service District, Dan Matthews is designated as the authority in charge. Shane Paddock, a properly certified employee of Jordanelle Special Service District, is designated as the direct responsible charge (DRC) of the Strawberry Lakeview wastewater treatment system. Lynn Sulser is designated as the direct responsible charge (DRC) of the Strawberry Lakeview wastewater collection system..

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day herein first above written.

STRAWBERRY LAKEVIEW SPECIAL SERVICE DISTRICT


Chairman, Administrative Control Board
Attest:
$\qquad$


Attest:
$\qquad$

| JORDANELLE SPECIAL SERVICE DISTRICT | 3JSSD8L-70 |
| :--- | ---: |
| 3JSSD8L-70 Conflict of Interest |  |

PURPOSE: Per audit step 13 on 3JSSD8L-AP

TESTWORK: JSSD does not have a specific Conflict of Interest (COI) policy (see 3JSSD8L20 for discussion related to lack of written JSSD policies and procedures ). We did find that JSSD's Purchasing Policy Article 6, Ethics in Public Contracting, states that "no person involved in making procurement decisions may have personal investments in any business entity which will create substantial conflict of interest between their private interest and their public duties." The policy also states that any person making procurement decisions is guilty of a felony if they ask, receive, or offer any type of gratuity, etc. (see 3JSSD8L-35C2 8/). However, because it is part of the Purchasing Policy, it does not address other transactions or decision-making areas which may be affected by potential conflicts of interest (e.g. A/R write-offs, etc.), and does not address the requirement of disclosure of potential conflicts of interest. Therefore, we do not believe this policy is sufficient for COI purposes.

We also reviewed the Wasatch County website (www.co.wasatch.ut.us) and found Wasatch County Code Title 1.05.01 Section 2.08 - Voting On The Council, which states
2. According to Utah Code Annotated section 67-16-9. no member shall have personal investments in any business entity which will create a substantial conflict between his private interests and his public duties. Furthermore, in addition to the disclosure required by Utah Code Annotated section 17-16a-8 (any personal interest of or investment by any elected or appointed official of a county which creates a potential or actual conflict between personal interests and public duties shall be disclosed) a member shall also abstain from any vote in which the member has a conflict of interest. For the purposes of this plan, a conflict of interest includes a "substantial interest" as defined at Utah Code Annotated section 67-16-3(15) (means the ownership by an individual, spouse, or minor children, of at least $10 \%$ of the outstanding capital stock of a corp. or a $10 \%$ interest in any other business entity) and any other conflict of interest recognized at common law. While members abstaining from a vote shall be considered present for the purposes of a quorum, this shall not reduce the requirement of four (4) votes required for the passage of an item.

According to Brent Titcomb, Wasatch County Clerk/Auditor, there are no additional County policies related to conflict of interest and none of the Council members have completed a COI disclosure form. Note: We verified that none of the Council members have completed a COI form during our interview document on 3JSSD8L-25F.

We then research ed Utah Code for applicable laws and found that UCA 67-16 Utah Public Officers' and Employees' Ethics Act, exempts Counties but does not exempt SSD's. Therefore, we believe UCA 67-16 is applicable to JSSD as follows:
$\lambda$ UCA 67-16-8 (1) states "no public officer or public employee shall participate in his official capacity or receive compensation in respect to any transaction between the state or any of its agencies and any business entity as to which such public officer or public
employee is also an officer, director, or employee or owns a substantial interest, unless disclosure has been made as provided under Section 67-16-7.
$\lambda$ UCA 67-16-9 states "no public officer or public employee shall have personal investments in any business entity which will create a substantial conflict between his private interests and his public duties."
$\lambda$ UCA 67-16-7(2) states "the disclosure required under Subsection (1) shall be made in a sworn statement filed with:
(b) the chief governing body of the political subdivision in the case of public officers and public employees of a political subdivision;

We found on 3JSSD8L-75 that Steve Farrell and Mike Kohler are both officers of Midway Irrigation (MI), and Greg McPhie is the Director of Lake Creek Irrigation (LCI). Per our interview with Dan Matthews, Manager, on $\mathbf{- 2 5 F}$, he is also on the Lake Creek Irrigation board and owns shares (we are unsure why this did not show-up in our registered principal search on 75). Also per our interviews on $\mathbf{- 2 5 F}$, both of these entities are private water companies that do on-going business with JSSD. Typically, owners within a private water company boundaries own shares of the water company. Finally, we also discovered during our interviews on -25F that Jay Price, Council Chair, is employed by a company called ProBuild, which has sold materials to JSSD (Mr. Price told us he is not assigned to the JSSD account).

We reviewed Board minutes as documented on $\mathbf{- 0 5}$ for the last year since the current Board members came on (when the Wasatch County Council took over as the Administrative Board of JSSD) because it represents those currently serving on the JSSD Board and because those are the individuals for which we have performed a registered principal search. We did not note any discussions related to MI, LCI, or ProBuild; however, we believe that simply reviewing and approving of expenditures (such as ISSD purchases from ProBuild) is considered "participating in an official capacity" and, as a result, requires disclosure per UCA 67-16-8.

Based on UCA 67-16, and per auditor judgment, the JSSD Board should complete a sworn statement filed with the Board disclosing their affiliation with the water companies or any other entity that transacts with JSSD. We believe a COI statement should be filed annually and be updated during the year on an as-needed basis. We will issue 3JSSD8L-FR07 to recommend the JSSD Board and management file a disclosure form as required by UCA 67-16. We will also recommend that JSSD include a COI policy which conforms to UCA 67-16 and addresses when a Board member should abstain from voting when JSSD policies and procedures are created as recommended by -FR04. This is considered an important compliance issue as it is required by State law.

SUMIMARY: 3JSSD8L-FR07 issued - important compliance issue.

| JORDANELLE SPECIAL SERVICE DISTRICT | 3JSSD8L-75 |
| :--- | ---: |
| 3JSSD 3JSSD8L-75 Registered Principal and Related Parties Search |  |

Purpose: Per audit step 14 on 3JSSD8L-AP

Testwork: We performed a registered principa I search for key JSSD personnel, including the JSSD Board (also the Wasatch County Council ), on Utah.gov online business services. See results below. We then scanned the JSSD payment registers for the period J anuary 2008 to December 2013 to review for payments made to related parties (entities listed in results below). We noticed one instance of payment to a related party with an invoice date of 12/31/2011 to Midway Irrigation Company for a Water Lease in the amount of $\$ 292,446.25$. On $12 / 31 / 2011$, there is also a transaction to Midway Irrigation Company for $\$-292,446.25$. We're unsure of the nature of this transaction and why the payment was then cancelled; however, there does not appear to be more than this on e transaction, which was subsequently cancelled, with entities listed below. Therefore, further testwork o r follow-up of related party transactions is NCN.

We noted that Greg McPhie is listed as Director for Lake Creek Irrigation, and Steve Farrell is listed as President and Mike Kohler as various positions over time with Midway Irrigation Co. (Treasurer, Secretary, and Registered Agent). We will follow -up on whether proper disclosure of the information below was made by the JSSD Board and management o $n$ 3JSSD8L-70. Further testwork here is NCN. NEN

We also noted Darrel and Doug Scow's ownership of Western States Water, LLC. Per our interview with Darrel (see 3JSSD8L-25F), he performs consulting work with Western States Water. Assuming this is correct, we don't believe Darrel and Doug's ownership of Western States Water presents a conflict of interest with JSSD as they don't perform any consulting work for JSSD (we found no payments to Western States Water). We will, however, address the need to at least disclose ownership of the company in an annual conflict of interest statement on 3JSSD8L-70. Further testwork here is NCN.

| Name | Address | Name of Entity |
| :--- | :--- | :--- |
| Stephen Capson, Greg <br> McPhie, Steve Farrell, <br> Kipp Bangerter | 25 N Main Heber City, <br> UT | Wasatch County Recreation Foundation |
| Steve Capson, Greg <br> McPhie, Steve Farrell | 25 N Main Heber City, <br> UT | Wasatch County Foundation, Inc. |
| Kendall Crittenden, <br> Greg McPhie, Steve <br> Farrell, Kipp Bangerter, <br> Michael Kohler | 25 N Main Heber City, <br> UT | Municipal Building Authority of Wasatch <br> County |
| Michael Kohler | 25 N Main Heber, UT | Wasatch Tourism \& Development |
| Kendall Crittenden | 25 N Main Heber City, <br> UT | Mountainland Economic Development District |
| Kendall Crittenden | 535 S 300 W Heber, UT | Community Action Services and Food Bank, <br> Inc. <br> Mountainland Small Business Loan Fund |


| Gregory MicPhie | 690 S 4800 E Heber, UT | McPhie Electrical Services, Inc. <br> Lake Creek Irrigation Company <br> McPhie AG Inc |
| :--- | :--- | :--- |
| Michael L Kohler | 998 N River Rd <br> Midway, UT | Kohler Land Limited Partnership |
| Michael Kohler | 990 N River Rd PO Box <br> 404 Midway, UT | Midway Irrigation Company <br> Moulton's Service Co <br> Midway Floor Covering <br> River Hollow Enterprises, LLC |
| Michael Kohler | 900 N River Rd PO Box <br> 1082 Midway, UT | Dairy Producers of Utah |
| Michael Lynn Kohler | PO Box 775 Midway, <br> UT | White Mountain Properties, LLC |
| Steve Farrell | 325 W 500 S Midway, <br> UT | Steve Farrell Investm ents, L.L.C. <br> Midway Irrigation Company <br> Farrell Brothers Properties, LLC |
| Darrel M Scow | 10881 S Bay Meadows <br> Cir Sandy, UT | Western States Water, L.L.C. <br> S-5 Ranches, LLC |
| Douglas M Scow | 13239 S Newburgh Dr <br> Herriman, UT | Western States Water, L.L.C. |
|  |  |  |

SUMMARY: Further testwork here NCN. NEN

| JORDANELLE SPECIAL SERVICE DISTRICT | 3JSSD8L-80 |
| :--- | ---: |
| 3JSSD8L-80 Potential Bond Liability |  |


| Purpose: | Per audit step 19 on 3JSSD8L-AP. To determine the potential liability or impact upon other governmental entities in the event of a default on bonds issued by JSSD. |
| :---: | :---: |
| Testwork: | We obtained bond documents by issuing a subpoena to Da n Matthews, General |
|  | Manager (see 3JSSD8L-80A). The bond documents were provided by Mark Gaylord, attorney for the D istrict. Based upon Note \#8 from JSSD's 2013 financial statements, total long term debt as originally issued was $\$ 69,368,310$ and of that $\$ 61,540,000$ or |
|  | 89\% were assessment area bonds issued under provisions found in Utah Code 11-42 |

## Liability Limitations Found in Statute

Utah Code 11-42-502 outlines methods for the local entity to enforce an assessment lien. One of those methods is for the local entity to foreclose on the property and attempt to sell the property. If no one bids on the property in an amount sufficient to pay the assessment and related costs, the property is considered sold to the local entity.

Utah Code 11-42-504(2) states that, "...a local entity may elect to transfer title of the property to the owners of all outstanding assessment bonds, refunding assessment bonds, interim warrants, or bond anticipation notes as payment in full for all delinquent assessments with respect to the property."

Utah Code 11-42-606(1) \& (2) states that, "(1) Assessment bonds are not a general obligation of the local entity that issue $s$ them. (2) A local entity that issues assessment bonds: (a) may not be held liable for payment of the bonds ..." and then has some exceptions which deal with the local entity's failure to levy and collect assessments, and account for the money, etc.

## Liabilit y Limitations found in Bond Documents

October 2009 Assessment Bonds page 18 states:
The Bonds, together with interest thereon, and all Repayment Obligations shall be limited obligations of the Issuer payabl e solely from the Net Revenues... The issuance of the Bonds and delivery of any Security Instrument Agreement or Reserve Instrument Agreement shall not, directly, indirectly, or contingently obligate the Issuer or any agency, instrumentality, or political subdivision $t$ hereof to levy any form of taxation therefor or to make any appropriation for their payment.

August 2009 Assessment Bonds page 33 states:
The Bondholders may at their discretion, elect to direct the Issuer to transfer ownership of the property to the owner of the Series 2009 Bonds in full satisfaction of all outstanding assessment obligations hereunder and any payment obligations of the Issuer to the Bondholder of the Series 2009 Bonds.
...the Series 2009 Bonds are not a general obligation of the Issuer or Wasatch County, Utah, but are payable exclusively out of the funds described herein. Neither the lissuer nor Wasatch County, Utah shall be liable for the payment of the Series 2009 Bonds...

August 2005 Assessment Bonds page 46 states:
The principal of, interest and premium, if any, on the Bonds and the Transaction Costs are payable solely from the assessments payable under the Assessment ordinance, from amounts payable under the Credit Facility and from certain funds and accounts pledged to the Trustee under this Indenture and nothing in the Bonds or in this Indenture should be considered as pledging any other fund or assets of Jordanelle. Neither Wasatch County nor the State shall in any event be liable for the payment of the principal of, premium, if any, or interest on any of the Bonds or for the performance of any pledge, mortgage, obligation, or agreement undertaken by Jordanelle. The Bonds do not represent or constitute a debt of J ordanelle, Wasatch County, or of the State or grant to the Owners or Holders thereof any right to have Jordanelle, Wasatch County or the State levy any taxes or appropriate any funds for the payment of the principal thereof or interest thereon.

## Accounting Standards - When to Record a Liability

GASB Codification S40 prescribes accounting guidance for special assessment debt including when the government should record a liability . Recording an accounting liability does not indicate a legal liability, but accounting liabilities general mirror legal liabilities or the probability that the government will pay the debt. Therefore, accounting guidance may help answer the question of whether the state may be liable for a default.

Special assessment debt is sometimes used to fund capital improvements or services provided by local governments that are intended to benefit a particular property owner or group of property owners. These im provements are frequently undertaken at the property owner's initiative. GASB Codification S40.111 states that, "The extent of a government's legal liability for special assessment debt is generally set forth in state statutes and varies from state to sta te." As noted above, state statute seems to limit liability to property within the assessment area.

## Are Assessment Area Bonds Uncommon ?

No - The 2013 financial statements of Herriman City, Hurricane City, Washington County, and Salt Lake County disclose assessment area bonds. Therefore, these types of bonds do not appear uncommon.

## Prior default Occurrences

We inquired of Jon Bronson, with Zion's Bank Public Finance, and he indicated that Florida and California have had situations where the value of the property declined below the assessment. In these instances he indicated that the liability was I imited to
the assessment area and the local government did not step -in and make the payments. Jon is not aware of any defaults on an a ssessment area bonds within the state of Utah.

Jon said that it i s not uncommon for individual parcels within an assessment area to not make assessment payments and have the property foreclosed on. Jon provided a list of 11 parcels that were foreclosed on in Washington County for a Dixie Springs Phase II development. The list showed the parcel, the purchaser of the parcel, and the amount of the purchase. In each case the amount of the purchase exceeded the assessment.

## Can Property Owners Protest Being in cluded in an Assessment Area?

Yes - Utah Code 11-42 Part 2 outlines the process for notice, hearing, and method of protest by property owners. The process requires publishing notice in newspapers and mailing notice to each owner of property to be assesse $d$ within the proposed assessment area. The process appears comprehensive and adequate to appropriately notify each property owner within the assessment area. See 3JSSD8L-85 where we evaluate whether JSSD met all requirements for proper notice, hearing, a nd handling of protest by property owners.

A subsequent purchaser of property , subject to an assessment would be notified of the outstanding assessment through a title search on the property. Therefore, a subsequent landowner should be aware of the obligation.

## Default Remedy

As noted above, Utah Code 11-42-502 states that if a property owner fails to pay the assessment on their property , JSSD is to foreclose on the property ; and Utah Code 11-42-504(2) states that JSSD may elect to transfer title of the property to the owners of the outstanding assessment bonds as payment in full .

We contacted Liz Palmer, Wasatch County Recorder, to deter mine whether the County has any documents which show that JSSD foreclosed on assessment area properties, as outlined in Utah Code 11-42-502, and also transferred title to the bond owners as payment in full, as outlined in Utah Code 11-42-504(2).

Liz pr ovided us with a document deeding foreclosed property to the bondholders (see 3JSSD8L-80B) and a document from the bondholders rejecting the deeded property (see 3JSSD8L-80C). We contacted Adelaide Maudsley with Chapman and Cutler to find out why the fore closed property was rejected and she said it was because the bond provisions state, "The Bondholders may at their discretion ..." have the property deeded to them and the bondholders chose not to accept it.

Since JSSD appears to have followed provisions foun $d$ in statute to foreclose and may transfer, it appears that they have done what is required of them. Therefore, J SSD doesn't appear to have taken any actions which would result in liability being passed -on to the District.

Summary: Liability for assess ment area bonds appears to be legally limited to property within the assessment area. The unique circumstance with some bonds issued by JSSD is that the value of the property has declined below the assessment and bondholders are unable to be made whole un der provisions found in the bond documents and statute; however, as noted above in State statute and the bond documents, JSSD, Wasatch County, or the State of Utah is not liable for the assessment area bonds. This matter has been included as an "Other Mat ter" in our management letter. See 3JSSD8L-Other Matters for Final Report.

## 3JSSD8L- 85 Notice and Hearing Requirements

Purpose: $\quad$ Per audit step 20 on 3JSSD8L-AP. To determine whether JSSD complied with the notice
and hearing requirements as set $f$ orth in Utah law regarding the designation of the Area
C assessment area.

Testwork: We requested d ocumentation from JSSD via their counsel, Mark Gaylord showing that notice and hearing requirements were satisfied prior to issuing the assessment area bonds. We obtained the applicable Utah Code sections in effect at the time from Nicole Alder, AG Paralegal. The applicable code sections were UCA 17A -3-205 through 207. Current state law concerning the assessment area act is found in UCA 11 - 42 Part 2

Mark Gaylord p rovided the following documents . We summarized the contents of each document in the bullet points below.

## October 19, 2005 Minutes of the Wasatch County Council

Resolution No. 2005-18 declares (as the governing authority of the JSSD)
$\lambda$ Intention to finance the cost of certain water \& sewer improvements
$\lambda$ Intention to create the JSSD No. 2005-2
$\lambda$ Intention to defray costs by special assessments to be levied against the properties benefitted by such improvements.
$\lambda$ Intention to fund a reserve fund in lieu of a guaranty fund
$\lambda$ To provide notice of intention to authorize such improvements and to fix a time and place for protests against such improvements or the creation of said district

Notice of Intention
$\lambda$ Notice given that on October 19, 2005, the County adopted a resolution declaring its intention to create a special improvement district e tc.
$\lambda$ Description of improvement District
$\lambda$ Proposed Improvements
$\lambda$ Method of Assessment
$\lambda$ Estimated Cost of Improvements
$\lambda$ Assessments and Levy of Assessments
$\lambda$ Time for Filing Protests
$\lambda$ Copy of public notice in Wasatch Wave

## February 15, 2006 Minutes of the Wasatch County Council

$\lambda$ Statement by Wasatch County Clerk/Auditor that $t$ he Notice of Intention to establish the JSSD 2005-2 was published in the Wasatch Wave four times, once each week for four consecutive weeks, the last publication being not less than five nor more than twenty days prior to November 23, 2005.
$\lambda$ Copy of the Notice was filed in the County Auditor/Clerk's office
$\lambda$ Statement by County Clerk/Auditor that the Notice of Intention was mailed to each owner of land affected
$\lambda$ Protest Hearing was held on Novembe r 23, 2005 and no written protests against the creation of the Improvement District were received by the County Auditor/Clerk by 5pm November 22, 2005. No verbal protests at the meeting.
$\lambda$ Resolution No. 2006-04 to create the JSSD No. $2005-2$, and to autho rize the County and JSSD to proceed to finance or refinance improvements as set forth in the Notice of Intention
$\lambda$ Properties affected are described in Exhibit C
June 3, 2009 Minutes of the Wasatch County Council
$\lambda$ Resolution No. 2009-4 appoints a board of eq ualization and Review for JSSD No $2005-2$ setting the dates for the Board to hear and consider objections and corrections to proposed assessments; authorizing the county clerk to publish and mail a notice of meetings of the Board
$\lambda$ The final estimated costs of the improvements financed within the District have been determined by the SSD engineer, and the District has the proposed assessment list allocating to each property to be assessed within the District their portion
$\lambda$ Notice of meetings for the Board and I ist of Asse ssment per ERU (equivalent residential unit) by property owner
$\lambda$ Proof of publication of the assessments in the Wasatch Wave

## July 8, 2009 Minutes of the Wasatch County Council

$\lambda$ Findings and Recommendation of the Board of Equalization - concludes $t$ he Assessment Lis $t$ is just and equitable
$\lambda$ Proposed some adjustments to the proposed Assessment List
$\lambda$ Ordinance No 09-10 adopted to establish a debt service reserve fund and provide for its funding: provide for certain remedies upon default in the payment of assessments
$\lambda$ Ordinance includes a chronology of events, amount of assessments
$\lambda$ Proof of publication in the Wasatch Wave
$\lambda$ List of properties/parcels by owner
October 28, 2013 Court Ruling in RE: Cummings Land \& Livestock, LLC v. JSSD \& JSSD 2005 -2
$\lambda$ Per Judge's ruling: "Turning to the facts of this case, in October 2005 the Wasatch County Council gave notice of its intent to create the Improvement District. The Notice of Intention identified the method of assessment and the improvements proposed to be c onstructed included the Mower Cummings Lift Station. Cummings did not file a timely written protest or appear at the hearing to protest against the creation of the Improvement District. "

Transcript of hearing in re: Cummings Land \& Livestock, LLC. Deb tor US Bankruptcy Court
$\lambda$ Attorney Mark Gaylord questions Mr. Cummings. Portions of the transcript support the assertion that Cummings knew about the Notice of Intention and did not protest it at the appointed time and place.

## Compliance with Law

UCA 17A-3-205, 206 \& 207 was the law in effect in 2005 and sets forth the requirements that the District was required to follow. We analyze compliance below:

17A-3-205 Notice of Intent to create special improvement district
We reviewed the code section and com pared the requirements to the Notice of Intention. We determined that the Notice of Intention included all of the information/disclosures required by the code section. See tickmark at 3JSSD8L-85A. Further t/w NCN. NEN.

17A-3-206 Publication and mailing of notice on intention
UCA 17A-3-206 required the publication of the Notice of Intention in a Newspaper of general circulation for four weeks and mailing the notice to affected parties (see 3JSSD8L-85A for specific requirements). The follow ing gives us reasonable assurance that the District met the requirements:
$\lambda$ The February 15, 2006 minutes of the Wasatch County Council indicate that the County Auditor/Clerk notified the County Council that all the publication and mailing requirements were met. Further, the minutes include a signed affidavit by Brent Titcomb, Wasatch County Auditor/Clerk that he attended the meeting and that the minutes constitute a full, true and correct copy of the record of proceedings.
$\lambda$ We contacted Wasatch County Audi tor, Brent Titcomb. Brent stated that he inquired with District clerk Janet Carson about the publication and mailing requirements. Janet represented that the publication and notifications by mail had been performed.
$\lambda$ The minutes package includes one cop $y$ of the Publication in the Wasatch Wave, however the date is unreadable.
$\lambda$ Mark Gaylord, JSSD counsel, provided a transcript of a bankruptcy court hearing and a court order cited above as further proof that the District met the notice and hearing requirem ents. The order and the transcript lend evidence that at least Cummings Land \& Livestock knew about the notice and was aware of the hearing and was given the opportunity to protest.
$\lambda$ Brent Titcomb, County Auditor, subsequently provided a full size copy of the 11/9/05 Wasatch Wave public notice. The notice indicates that the Notice of intention is published in the Wasatch Wave $10 / 26 / 05,11 / 2 / 05,1 / / 9 / 05$, and $11 / 16 / 05$. This meets the requirements of the statute.

Per the Utah Municipal General Records Re tention Schedule, proof of publication is only required to be retained for 6 years. We could find no specific requirement for proof of mailing but assume it would be similar to the proof of publication . Mr. Gaylord has claimed that no property owners $h$ ave asserted that they were not noticed. Per inquiry with Brent Titcomb, he is not aware of any property owners who have since claimed they did not receive notice or were unaware of the District's intentions. Since we are unaware of any complainants clai ming they did not receive notice, further $t / w N C N$. The above documentation is considered sufficient and reasonable evidence to conclude that JSSD complied with the publication and mailing requirements. NEN.

17A-3-207 Protests -
The law required the governing body to hold an open and public session to consider all protests filed and hear all objections relating to the proposed district. Mark Gaylord provided the 2/15/06 meeting minutes where the County adopted the resolution to $c$ reate the district. These minutes refer to the protest hearing on $11 / 23 / 05$, however those minutes were not provided. We requested and received the 11/23/05 minutes from Mark Gaylord. Per review of the minutes, the hearing was held and there were no prot ests noted. The 2/15/06 minutes indicate that no protests were received either verbally or in writing by the hearing date. Per the minutes, the county council determined to continue the protest meeting to consider the allocation methods for the assessmen $t$, however no protests were received as of $2 / 15 / 06$. The court transcript provided by Mark Gaylord indicates that one property owner asserted
that they protested, however, upon further questioning conceded that they did not protest at the meeting either ve rbally or in writing. The statute provides that the district can be created if less than the necessary number of protests is received. The necessary number can be measured in various ways as outlined at 17A-3-207 (3)(b) - see 3JSSD8L-85A. Since the minutes reflect that no protests were received, we have no other evidence to suggest that property owners did in fact protest, and per auditor judgment, it is unlikely that any protests received met the $50 \%$ limit set by statute, we conclude that the District held the appropriate hearin gs , passed the resolution, and filed the resolution with the County Clerk in accordance with this code section.

## Conclusions

The current laws and the laws in effect in 2005 are very similar and have the same notification and hearing requirements. Per auditor judgment, these requirements are reasonable.

Based on the evidence we reviewed and the documentation available to us, we believe there is sufficient evidence to conclude that the District complied with the notice and h earing requirements in the law.

Subsequent to performing the bulk of our analysis, Mark Gaylord provided Judge Kimball's Findings of Fact, Conclusions of Law, and Order in re VR Acquisitions LLC v. JSSD et al dated 1/30/15. Findings pertinent to and supporting this testwork are found qๆा $20-25$. While these findings support our conclusions, we have not relied solely upon them to arrive at our conclusions. See ruling at 3JSSD8L85B.

Further $\mathrm{t} / \mathrm{w}$ is NCN. NEN.

## Item for 'Other Matters' section of Report

We will report Information from this workpaper in the 'Other Matters' section of the report as follows:
We evaluated the process by which property owners are notified that their property will be included in an assessment area. Utah Code 11-42-201-209 outlines provisions for holding a public hearing, publishing notice of the hearing, and mailing notice to each property owner within the proposed assessment area. It also contains provisions for a property owner to protest the designation of the assessment area, the inclusion of the owner's property in the assessment area, and the proposed improvements.

We have reviewed meeting minutes, court transcripts containing a property owner's testimony, and other similar information and it appears that the District followed the notice and hearing requirements as found in the statute.

Summary: NEN. However 'Other Matters' item to be included in report - see Conclusion section above
and 3JSSD8L-Other Matter for Final Report
Tickmark Legend :
Requirement was satisfied per review of the October 19, 2005 Minutes of the Wasatch County Council including Resolution No. 2005-18 and Notice of Intention. Further t/w NCN. NEN.
it may on its own initiative by ordinance or resolution, create special improvement districts within the unincorporafed area of the county with the power to make or cause to be made any of the following improvements:
(a) to establish grades and lay out, establish, open, extend, or widen any street, sidewalk, alley, or off-street parking facility;
(b) to construct, install, improve, repair, light, grade, pave, repave, curb, gutter; sewer; drain, landscape, or otherwise beautify any street; sidewalk, alley, or off-street parking facility;
(c) to construct, install, reconstruct, extend, maintain, or repair streets, bridges, sidewalks, alleys, crosswalks, driveways, culverts, retaining walls, sewers, storm sewers, drains, flood barriers, or water channels, and to construct, install, reconstruct, extend, maintain, or repair lines, facilities or equipment (other than generating equipment) for street lighting purposes or for the expansion or improvement of a previously-established, countyowned electrical distribution system, to a district within the boundaries of the county;
(d) to plant or cause to be planted, set out, cultivate, and maintain lawns, shade trees, or other landscaping;
(e) to cover; fence, safeguard, or enclose reservoirs; canals, ditches, and watercourses and to construct, reconstruct, extend, maintain, and repair waterworks, reservoirs, , canals, ditches, pipes, mains, hydrants, and other water facilities for the purpose of supplying water for domestic and irrigation purposes or either of them, or regulating, controlling, or distributing the same and regulating and controlling water and watercourses leading into the county;
$(f)$ to acquire, construct, reconstruct, extend, maintain, or repair parking lots or other facifities for the parking of vehicles off streets;
(g) to acquire, construct; reconstruct, extend, maintain, or repair any of the improvements authorized in this section for use in connection with an industrial or research park, except that this part may not be used to pay the cost of buildings or structures used for industry or research;
(h) to acquire, construct, reconstruct, extend, maintain, or repair parks, recreational facilities, and libraries; (i) to remove any nonconforming existing improvements in the areas to be improved;
(j) to construct, reconstruct, extend, maintain, or repair optional improvements;
(k) to acquire, dispose of, or exchange any property necessary or advisable in order to make any of the improvements;
(1) to make any other improvements now or hereafter authorizied by any other law, the cost of which in whole or in part can properly be determined to be of direct or indirect benefit to a particular area within the county; or
(m) to construct and install all such siructures, equipment, and other items and to do all such other work as may be necessary or appropriate to complete any of the improvements in a proper manner:
(2) The board of trustees of any Chapter 2, Part 3 district may make or cause to be made any one or combination of the following improvements within the boundaries of the Chapter 2, Part 3 district, or may on its own initiative by ordinance or resolution create special improvement districts within the boundaries of the Chapter 2, Part 3 district which may make or cause to be made any of the following improvements, in whole or in part, or any combination of them:
(a) systems for the supply, treatment, and distribution of water;
(b) systems for the collection, treatment, and disposit,
(c) systems for the collection, retention, and disposition of storm and flood waters; and
(d) systems for the generation and distribution of elec
ricity.
(3) For the purpose of making and paying for all or a part of the cost of any of the improvements, including optional im. provements, the board of trustees may levy assessments onthe property within the district which is directly or indirectly benefited by making the improvements and issue interim warrants and special improvement bonds as provided in this. part.
17A-3-205. Notice of intent to create special improve. ment district - Contents.
( 1 ) Before a special improvement district is created, the governing body shall give potice of its intention to make the mprovements and to tew assessments to pay all or a part of the costs of the improvements.
(a) The notice shall state the purpose for which the assessments are to be levied.
(b) The notice shall state the method or methods under which the assessments are proposed to be levied, that is, according to frontage, according to area, according to taxable value, according to lots, according to number of connections, or by any combination of these methods:
. (c) The notice shall describe the district. The description may be by metes and bounds, by reference to streets or extensions of streets; by street addresses, by identifiable structures, or by any other means reasonably describing the district so as to permit owners of property in the district to ascertain that their property is within the district. All property to be assessed must be included within the district, but it ís not a defect if property which is not to be assessed is included. Different areas that are not connected or contiguous may be included in a single special improvement district and separate boumdaries for each of these areas may be established, or all or one or more of these areas may be included within a single boundary.
(d) In a general way, the notice shall describe the improvements proposed to be made, showing the places the improvements are proposed to be made and the general nature of the improvements. The improvements may be described by type or kind and the places the improvements are proposed to be made may be described by reference to streets or portions of streets or extensions of stireets or by any other means the governing body may choose that reasonably describes the improvements proposed to be made.
(e) The notice shall state the estimated cost of the improvements as determined"ty the project engneer. If the actual cost of the improvements exceeds the estimated cost, the governing body may, nevertheless, levy assessinents in excess of the estimated cost.
(f) The notice shall state that it is proposed to levy assessments on property in the district to pay all or a portion of the cost of the improvements according to the estimated direct or indirect benefits to be derved from them by the property, which benefits need not actaally increase the fair market value of the assessed propenty
(g) The notice shall designate the time within which and the place where protests shall be filed and the time and place at which the governimg body will conduct a public hearing to consider these protests.
(h) If the governing body elects to create and fund from assessments a separate reserve fund for the proposed bond issue as provided in Section I7A-3-233, the notice shall describe how the reserve fund would be funded and

(4) Before the completion of construction of the proposed improvements, the governing body may add additional properties to be improved and assessed, but only after:
(a) the governing body finds that the inclusion of the additional property within the district will not adversely affect the owners of properties already included within the district;
(b) the governing body obtains a written consent from each owner of the property to be added and improved that includes the legal description and tax identification number of the property, a waiver of any right to protest against the creation of the district, consent to being included within the district, and consent to the making of the proposed improvements with respect to the property to be added; and
(c) the goveraing body approves for recording an addendum to the resolution that created the district.
(5) (a) If the proposed special improvement district is structured to include only properties whose ownexs have voluntarily consented to an assessment, all properties of owners that have not consented to an assessment by the date specified in the notice of intention shall be deleted from the district.
(b) The governing body shall then determine whether or not to create the special improvement district considering:
(i) the amount of the proposed assessment to be levied against the remaining properties within the district; and
(ii) the benefits to be received by those properties from the improvements proposed to be constructed within the district.
(6) (a) Any person who fails to file a protest within the time specified, or having fled withdraws the protest, is considered to have waived any objection to the creation of the district, the making of the improvements, and the inclusion of the person*s property in the district.
(b) A waiver does not preclude a person's right to object to the amount of the assessment at the hearing provided for in Section 17A-3-217.
(7) (a) If the governing entity creates the special improvement district, it shall, within five days from the date of creating the district, file in the county recorder's office in the county in which the district is located a copy of the notice of intention and the resolution creating the district, as finally approved, together with a list of properties proposed to be assessed described by tax identification number and a valid legal description of property within the district.
(b) If the governing body adds additional properties to be assessed to the district under this section, it shall, within five days from the date of adding these properties, file in the county recorder's office a copy of the addendum referenced in Subsection (4) that includes the legal description and tax identification number of the added property.
(c) If the governing body deletes any property to be assessed within the district after the district has been created, it shall issue and record a release and discharge of the recorded encumbrance created as a result of the filing required by this section in a form that includes the legal description of the property and otherwise complies with the recording statutes.
(d) The fee for filinig shall be included in the overhead conto of selting up the district as provided in Section 17A-3-213.
17A-a-208. Gontract requixed for improvement - Bid-
ding requifements - Exceptions.
(1) As used in this section, the word "sealed" does not preclude acceptanee of-electronically sealed and submitted
bids or proposals in addition to bids of proposals manally sealed and submitted.
(2) (a) Except as otherwise provided in/this section, improvements in a special improvement district shall be made only under contract duly let to the lowest responsible bidder for the kind of service or material or forin of construction which may be desired. The improvements may be divided into parts, and separate contracts let for each part, or several parts may be combined in the same contract. A contract may be let on a unit basis. A contract shall not be let Intil a notice to contractors that sealed bids for the construction of the improvements will be received by the governing body at a specified time and place; and this notice has been published at least one time in a newspaper having general circulation in the county at least 15 days before the date specified for the receipt of bids.
(b) If by inadvertence on oversight, the notice is not published or is not published for a sufficient period of time prior to the receipt of bids, the governing body, however, may still proceed to let a contract for the improvements if at the time specified for the receipt of bids it has received not less than three sealed and bona fide bids from contractors.
(c) If, under the construction contract, periodic payments for work performed are to be made by the issuance of interim warrants, this fact, fhall be disclosed in the notice to contractors. The notice to contractors may be published simultaneously with the notice of intention.
(3) The governing body, orits designated agent, shall at the time specified in the notice, open, examine, and publicly declare the bids. From these bids, the governing body may award a contract to the lowest, responsible bidder if that party's bid is responsive to the request for proposal or invitation to bid; but the governing body shall not be obligated or required to award a contract to any bidder and may reject any or all bids. In the event no bids are received or no responsipe or acceptable bids are received after one public invitation to bid, the governing body may take any of the following actions:
(a) publicly rebid the project using the original plans, specifications, costestimates, and contract documents;
(b) negotiate a contract privately using the original project plans, specifications, cost estimates, and contract documents;
(c) publicly rebid the project after revising the original plans, specifications, cost estimates, or contract dociments;
(d) cancel the project;
(e) abandon or dissolve the improvement district; or
(f) perform the project work with the governing entity's work forces and berrimbursed for this work out of the special assessment levied.
(4) A contract need not be let for any improvement or part of any improvement the cost of which or the making of which is donated or contributed by any individual, corporation, the county, a municipality, the state, the United States, or any political subdivision of the state or of thie United States. These donations or contributions may be accepted by the governing entity, but no assessments shall be levied against the property in the district for the amount of the donations, or contributions.
(5) A contract need not be let as provided in this section where the improvements consist of the furnishing of utility services or maintenance of improvements. This work may be done by the governing entity itseff. Assessments may be levied for the actual cost incurred by the governing entity for the furnishing of these services or maintenance, or in case the work is done by the governing entity, to reimburse the govent ing entity för the reasonable cost of supplying the services or maintenance.

| JORDANELLE SPECIAL SERVICE DISTRICT | 3JSSD8L-90 |
| :--- | ---: |
| 3JSSD8L-90 Bond Interest Rate |  |

Purpose: Per audit step 21 on 3JSSD8L-AP. To determine whether the interest rate charged on the assessment area bonds is reasonable.
Testwork: Per discussion with Jon Bronson, Zion's Bank Publi c Finance, and Randy Larsen, an
Attorney with Ballard Spahr, they provided the explanation below. Jon and Randy
assisted with the issuance of the assessment are bonds and JSSD is their client .
Per Jon and Randy, the final assessment area bonds could not be issued until
construction was complete. During construction, warranty bonds were issued,
construction costs were incurred and paid and then the warranty bonds needed to be
repaid with the assessment area bonds. After construction began, the market declined
and value of the property declined due to the Great Recession. The decreased property
value made the assessment area bonds less attractive on the bond market because the
property was security for the bonds. Per Jon and Randy, with no buyers for the bonds,
the holders of the warranty bonds agreed to purchase the asses sment area bonds. The
warranty bond holders had few options because they would not be repaid otherwise
and JSSD was in a poor position to negotiate the terms of the bonds because there were
no other options. Given the limited options of either party, the warranty bond holders
agreed to purchase the bonds at a rate of $12 \%$ plus an $8 \%$ default rate. Based on our
understanding of the market conditions after the Great Recession, Jon and Randy's
explanation is deemed reasonable.

Summary: The conditions that le $d$ to the high interest rate appear to be market driven and not mismanagement on the part of JSSD. Based on our understanding of the market conditions after the Great Recession, Jon and Randy's explanation is deemed reasonable. NEN

## We will report information from this workpaper in the "Other Matters" section of the report as follows (see 3ISSD8L -Other Matters for Final Report):

We evaluated the reasonableness of the interest rate charged for the assessment area bonds. We found that during construction, warranty bonds were issued to pay for construction costs. When construction was complete, the warranty bonds were required to be repaid with assessment area bonds.

The District issued warranty bonds and construction began prior to the sharp decline in property values in 2008. By the time construction was complete and the warranty bonds were to be repaid, property values within the assessment area had declined significantly. As provided in State statute
and the assessment area bond documents, assessment area bonds are secured only by the value of the property within the assessment area, which made a very limited market for the assessment area bonds.

With the District in a poor negotiating position, the purchasers of the bonds were able to dictate terms such as the interest rate and default rate. Therefore, it appears that the timing of the issuance of the warranty bonds and the issuance of the assessment area bonds created a market condition that led to the high interest rates.

Purpose: Per audit step 22 on 3JSSD8L-AP. To determine the appropriateness of water reservation fees (stand-by fees) assessed by JSSD. Key issues:
$\lambda$ Was the fee imposed at the request of the developer or landowner?
$\lambda$ Did the fee bene fit the developer or landowner even if the water was not immediately used by the landowner?
$\lambda$ Were the terms of receiving the water reservations benefits clearly disclosed to the developer or landowner?

Background: Per discussion with Steve Capson, Wasat ch County Councilman and JSSD board member, he explained that the water reservation fee is charged to a land owner or developer at their request when they choose to obtain water for development from JSSD.

When a property is to be developed, one of the conditions of development is that it has water available. The developer may already own water shares, they may purchase water shares on the open market, or obtain them from JSSD. Per Steve, JSSD as a governmental entity is able to purchase or lease water from other governmental entities. JSSD obtained water, which may not have been immediately put to use, for developers to come and lease/purchase for their development. Some developers entered into a contract or agreement with JSSD to purchas e/lease water then went to Wasatch County and were able to have the plat approved for development. When the developer builds on a lot and a water meter is placed in service , the water reservation fee is no longer assessed as the water fees assessed throug $h$ the meter cover the cost of the water. However, when the market declined as a result of the recession, and developers were not able to $s$ ell or build on lots, they had to continue to pay the reservation fee even though they were not using the water. Per Steve, some developers went back to the District and asked to void the contract for the water reservation fee. Per Steve, this would have been allowed if the developer went back to the County and vacated the plat that had been approved for development. Allowing a developer to cancel the water reservation and have an approved plat for development could allow construction to occur without any water to service the home.

There is a time limit for how long a plat approved for development is valid. When a government approves a plat they provide an assurance that the public resources are available to service the development. However, as time goes by those resources may be allotted to other growth and no longer be available for a previously approved plat. Therefore, the government places a period of time in which construction must occur in order for the approved plat to be developed. Per Steve, there were instances when a plat had lapsed and the D istrict continued to assess the reservation fee. Per Steve, JSS D
could have stopped assessing the fee and written off the outstanding balance; however, they chose not to.

Per Steve, JSSD has an application and contract signed by the developer agreeing to the water reservation fee. Steve also said that the District ha s a policy that outlines how these agreements are entered into.

Information Requested
$\lambda$ Policy for assessment of water reservation fee
$\lambda$ Contracts for some developers who have entered into these agreements
$\lambda$ A list of developers who have been assessed this fee.

Testwork: We requested a list of individuals/developers who had agreed/contracted for a water reservation from JSSD. We made this request in December 2014 , but did not receive the report until $1 / 27 / 15$. We are concerned that it was apparently difficult $f$ or JSSD to create the report. See 3JSSD8L-95A for the report received.

There are 32 name/developers on the report; therefore, we selected 10 of them for additional testwork. A selection of 10 is considered adequate because it represents $31 \%$ of the total names (see 3JSSD8L-95A for selection). Even though we have been unable to establish the accuracy and completeness of the report, we believe that by selecting names/developers, and reviewing the applicable contract for signatures and adequate disclosure, this will give us some assurance that those who are being charged water reservation fees have done so willingly and with a full understanding of the contract terms.

We received 5 of the 10 selected contracts on 2/9/15. JSSD was either unable to find the remaining contracts or the development had already been metered and receiving water (thus the water reservation was no longer applicable). This causes us to question the accuracy and completeness of this report. JSSD would need to have adequate records for billing purposes; therefore, we would expect the report could be easily produced from the accounting system. We are unsure why providing our office with an accurate report has been so difficult. Further, $b$ ased on our review of the 5 provided contracts, we have the following concerns (the numbers below correlate to the numbers next to selected items on 3JSSD8L-95A):

1. Iriquois (Deer Meadows) - JSSD could not find a contract under this name
2. Tuhaye Ranch - There were 2 contracts provided: one dated $10 / 5 / 0 \quad 1$, which was signed by LeeRoy Farrell for Intell Utah, LLC, and a second on 8/14/14. We are unsure why 2 contracts. Also, disclosure of a one -time penalty (which was passed by the Board in June 2014 and effective 7/1/14) was not included in the contract.
3. Park Premier - this contract was dated $5 / 10 / 00$ and, according to JSSD provided resolutions, a $10 \%$ late fee for each month and a $1.5 \%$ monthly interest charge
were in place at that time. There was no disclosure of either of these amounts in the provided co ntract.
4. Gimbel Property - JSSD could not find a contract under this name.
5. Deer Mountain - this contract was dated 12/30/97. We are unsure what penalty and interest rates were in place at that time as the provided water rate resolutions go back to 1999. Regardless, there was no disclosure of the penalty and interest rates in the provided contract.
6. UPCMC (Pioche) - this contract was dated $8 / 14 / 14$. There was no disclosure of the one-time penalty effective at this time.
7. Foxbay Condos - JSSD could not find a contract under this name. Per Mark Gaylord, Ballard Spahr, response these condos are now billed a water fee and water reservation is no longer applicable. We were not provided with the date the condos were metered and the water reservation became N/A; therefore, we are unsure if JSSD should still, per the State Archives retention schedule, still retain this contract.
8. East Park Homeowners Lots - JSSD responded that there are no contract with the individual homeowners. We would expect to see a contract with a developer, but we were not provided with the date the responsibility shifted to the individual owners. Therefore, we are unsure if JSSD should still, per the State Archives retention schedule, still retain this contract.
9. Woodland Lake Estates - JSSD could not find a contract under this name.
10. Garff Ranch - this contract was dated 10/28/14. There was no disclosure of the one-time penalty effective at this time.

We also reviewed the JSSD water rate resolutions in e ffect for applicable penalty and interest rates. We believe the monthly penalty charges are unusually high, and when annualized, the penalty/late fees are excessive ; especially combined with the lack of disclosure in the water reservation contracts. The monthly penalty/late charges are as follows:
$\lambda$ Resolution 99-15: 10\% month ly late/penalty , 1.5\% monthly interest charge
$\lambda$ Resolution 2001 -15: 5\% monthly late/penalty, 1.5\% monthly interest charge
$\lambda$ Resolution 2003-12: 5\% monthly late/penalty, $1.5 \%$ monthly interest charge
$\lambda$ Motion passed 6/12/14: one -time penalty with interest indexed to State rates
We will issue 3JSSD8L-FR11 in relation to an insufficient reporting process for water reservation fees ; the 5 of 10 missing contracts, which we are unsure whether is due to an inaccurate report or JSSD failure to retain appropriate documentation; and the excessive penalty charge and lack of disclosure related to the penalty charge in the water reservation contract. Also see 3JSSD8L-95B for additional information. This is considered a key internal control weakness.
**Testwork Update: JSSD had several objections to our FR-11 as written. JSSD claimed they have an accurate listing of those being assessed a water reservation fee and would like the opportunity to submit it for our review. JSSD submitted a disc with all contracts in pdf form on $3 / 6 / 15$. The OSA IT Division was a ble to sort the information so we could perform further testwork. See 3JSSD8L-95B where we documented the results from this second response (Note: we also went back and included the results from JSSD's first response for comparison purposes). As a result of our testwork on JSSD's second response, we revised the finding as noted on 3JSSD8L-FR11. JSSD objected again to the revised finding and submitted a third response on $3 / 9 / 15$, which consisted of data extracted from billing notices sent by JSSD on 2/14/1 5. See 3JSSD8L-95B. We assumed that those billed who had 10 or more ERU's (Equivalent Residential Unit) would most likely be developers and, thus, would have signed a contract with JSSD for the water reservation. We summarized those assumed to be develo pers and reviewed the corresponding contract as documented on -95B. The finding was once again revised as noted on 3JSSD8L-FR11.

## Legality of Fee

The following was provided by Dave Thomas, Chief Civil Deputy, Summit County Attorney's Office. The legality of stand by fees came up related to an issue in Summit County a number of years ago and Dave provided the following information. It does not appear that this analysis is exactly the same as the issue at JSSD, because the water reservation fee was initiated by the developer.

UCA §17B-1-103(2)(j)(i) empowers a Special Service District to "impose fees or other charges for commodities, services, or facilities provided by the district, to pay some or all of the district's costs of providing the com modities, services, and facilities, including the costs of:
(A) maintaining and operating the district;
(B) acquiring, purchasing, constructing, improving, or enlarging district facilities;
(C) issuing bonds and paying debt service on district bonds; and
(D) providing a reserve established by the board of trustees; and
(ii) take action the board of trustees considers appropriate and adopt regulations to assure the collection of all fees and charges that th e district imposes"

The only Utah case which addresses a "standby water fee" did not reach a decision on the merits as to the legality of such. The Utah Supreme Court did, however, define a "standby water fee." "A standby fee is a charge levied against lots which lie adjacent to a water main but are not yet connected for service." Hi-Country Homeowners Ass'n v. Pub. Serv. Comm'n of Utah_ 779 P.2d 682, 682 (Utah 1989).

This definition is consistent with other courts. "A New Mexico case has defined 'stan dby' as a charge or assessment levied against property adjacent to a water main but not connected to it. The utility remains 'standby,' ready to serve the property, and hence the property is benefited. (Chapman v. City of Albuquerque (1959) 65 N.M. 228, 335 P.2d 558, 561.) Pennsylvania uses the term 'ready to serve,' and interprets it as follows: 'In effect, it is a minimum payment demanded of patrons who desire to be placed in position to take advantage of the service at their convenience, whether actually using the
water or not.' (Central Iron \& Steel Co. v. City of Harrisburg, (1921) 271 Pa. 340, 345 -346, 114 A. 258, 260.) Kennedy v. City of Ukiah, 69 Cal. App. 3d 545, 553, 138 Cal. Rptr. 207, 210 (Ct. App. 1977).

Although not directly on point, the Utah Supreme Court did address a parallel issue, which pre -dates the Utah Impact Fee Act, where it was asked to decide the legality of subdivision hookup fees, as opposed to individual hookup fees as building permits are issued. The same general reasoning of $t$ he Supreme Court could be utilized with "standby water fees." Said the Court, "[ t$]$ he subdividers also argue that the water connection fee cannot be imposed on the developer, but must be deferred for imposition on the lot owner or homeowner at the time of hookup. We find this argument unpersuasive. This is not a case where the party burdened with the exaction will derive no benefit from it. When the subdivision is connected to the city's water and sewer systems, the city must be prepared to perform its serv ices on demand, and from that fact the subdividers derive immediate benefit. The provision of standby capacity to a subdivision requires the commitment of substantial capital. The city does not have to wait until someone turns on a tap or flushes a toilet before it requires participation in the cost of providing its services. Subject to the requirements of reasonableness discussed below, a hookup fee that requires a subdivider to make advance payment of some portion of the common capital costs attributable to committing service to the lots in the subdivision is valid." Banberry Dev. Corp. v. S. Jordan City, 631 P. 2 d 899, 902 (Utah 1981).

In sum, there is Utah statutory authority for a Special Service District to charge a fee so long as the patron reaps a be nefit from such and the fee is reasonable. As noted, there are states which have found such "standby water fees" benefit the vacant property.
3JSSD. 5 A

[^11]$\square$ Not included in the February 24,2015 billing -- 22 of the 35 contracts were not included in the February 24 billing. Contract associated with this developer was provided with the second response information.
$\boxed{\text { Do not expect Jordanelle SSD to have a contract with themselves, so excluded from the total. }}$

- Assuming Pamela Stewart is the same as Stewart Jordanelle Partners.




| HEADER＿4 |
| :--- |
| NEW YORK，NY 10153 |
| EVANSTON，IL 60201 |
| PARK CITY，UT 84060 |
| RIVERTON，UT 84065 |
| PACIFIC PALISADES，CA 90272 |
|  |
| WICHITA FALLS，TX 76308 |
| WICHITA FALLS，TX 76308 |
| CANADA |
| LOVELAND，OH 45140 |
| SAFETY HARBOR，FLO |
| LEMOYNE，PA 17043 |
| MOBILE，AL 33608 |
| ENCIIITAS，CA 92023 |
| HEBER CITY，UT 84032 |



| HEADER＿2 |  |
| :---: | :---: |
| $\text { Р О BOX } 4349$ |  |
|  | C／O MEYER \＆CO．，LLC |
| 21031 VENTURA BLVD \＃311 |  |
|  | 214 HARBOR VIEW LANE |
| 800 ELGIN RD |  |
|  | 4072 ALHAMBRA DRIVE WEST |
| C／OTALSKER |  |
|  | $38 \mathrm{S}$.400 E ． |
| 38 SOUTH 400 EAST |  |
| P．O．BOX 4349 |  |
|  | AMERICAN PENSION SERVICES |
| 532 VIA MEDIA |  |
| P．O．BOX 2000 |  |
|  | 4765 PONDEROSA DR APTA |
| C／O ED PLUMMER |  |
|  | 3845 SADDLEBACK RD |
| P．O．BOX 169 |  |
| P．O．BOX 681613 |  |
|  | 312 S．POINSETTIA AVENUE |
| 312 S．POINSETTIA AVENUE |  |
| 230 PoLe drive |  |
| 230 POIE DRIVE |  |
|  | 1467 S．MAIN STREET |
| 2304 MIDWESTERN PARKWAY |  |
| 2304 MIDWESTERN PKWY |  |
|  | 13577 ROMANY DRIVE |
| 10 Prueavenuest 601 |  |
| LINDA C．BESSEY |  |
| C／O KATHY day |  |
|  | 23 E．CHURCHILL DRIVE |
| 765 OAK LEIGH DRIVE |  |
| C／O ROBERT BICKERT |  |
| 4420 FAIRFIELD WAY |  |
| P．O．BOX 643699 |  |
| 2772 FOUR LAKES DRIVE |  |
| 125 KETCH MALL |  |
| P．O． BOX 682159 |  |
| P．O．BOX 682159 |  |
| P．O．BOX 682159 |  |
| P．O．BOX 682159 |  |
| P．O．BOX 682159 |  |
| 32 ROSE CREEK LANE |  |
| P．O．BOX 1166 |  |
| P．O．BOX 1165 |  |
| C／O ERIC BROWN |  |
| 1597 ALPINE AVE |  |
| 1236 COTtonwood lane |  |
| 1587 VILLA RICA DRIVE |  |
| 12377 N．ROSS CREEK DRIVE C／O PERSONAL BANKING SERVICES |  |
|  |  |
| C／O PERSONAL BANKING SERVICES |  |
| 11850 E．SUMMER TRL |  |
| 2604 SILVERSTONE WAY |  |
| 1503 E．MiCHIGAN AVENUE |  |
| 1503 EAST MICHIGAN AVE |  |
| C／O MARK CALDWELL |  |
|  | 1875 WILLOW RDAD |

[^12]



| PARK CITY, UT 84098 |  |
| :---: | :---: |
| METARIIE, LA 70005 |  |
| FULLERTON, CA 92837 |  |
| PARK CITY, UT 84060 |  |
| POWAY, CA 92064 |  |
| P.O. BOX 6034 | FARGO, ND 0 |
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| ALPINE, UT 84004 |  |
| 5000 HARVILLE ROAD | SANA ROSA, CA 95409 |
| THOUSAND OAKS, CA 91362 |  |
| GIBSONIA, PA 15044 |  |
| LA CANADA, CA 91011 |  |
| LA CANADA, CA 91011 |  |
| PARK CITY, UT 84060 |  |
| SAN CLEMENTE, CA 92672 |  |
| STE 222 | HERRIMAN, UT 84096 |
| PARK CITY, UT 84068 |  |
| SALT LAKE CITY, UT 84121 |  |
| PARK CITY, UTO |  |
| PARK CITY, UT 84098 |  |
| SAN GABRIAL, CA 91776 |  |
| SAN GABRIAL, CA 91776 |  |
| DEVON, PA 19333 |  |
| P.O. BOX 4208 | DAYTON, OH 45401 |
| P.O. BOX 4208 | DAYTON, OH 45401 |
| PARK CITY, UT 84098 |  |
| NASHVILLE, TN 37205 |  |
| KAMAS, UT 84036 |  |
| KAMA5, UT 84036 |  |
| MUNDELEIN, LL 60060 |  |
| PARK CITY, UT 84060 |  |
| SAN GABRIEL CA 91776 |  |
| SUITE 200 | SAN GASRIEL, CA 91776 |
| SAN GABRIEL, CA 91776 |  |
| SAN GABRILL, CA 91776 |  |
| SANTA MONICA, CA 90403 |  |
| PEQUOT LAKES, MN 56472 |  |
| LOS ANGELES, CA 90049 |  |
| LOS ANGELES, CA 90049 |  |
| UNITO | PARK CITY, UT 84098 |
| BEAVERTON, OR 97007 |  |
| P.O. BOX 684289 | PARK CITY, UT 84058 |
| OLD SMAR, FL 34677 |  |
| OLD SMAR, FL34677 |  |
| CHANDLER, AZ 85249 |  |
| 5ANDY, UT 84093 |  |
| SAN GABRIAL, CA 91776 |  |
| PARK CITY, UT 84060 |  |
| 5COTTSDALE, AZ 85258 |  |
| SALT LAKE CTTY, UT 84107 |  |
| P.O. $80 \times 680275$ | PARK CITY, UT 84068 |
| SAN FRANCISCO, CA 94115 |  |
| PARK CITY, UT 84060 |  |


|  | 4275 QUARRY MOUNTAIN RD |
| :---: | :---: |
|  | 1803 METAIRIE RD |
|  | P.O. BOX 2946 |
|  | P.O. BOX 1055 |
|  | 17232 PINOT PLACE |
|  | ATTN 15128.50416118 |
|  | ATTN: 15128.50416118 |
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|  | ATTN: 15128.50416118 |
|  | ATTN: 15128.50416118 |
|  | ATTN:15128.504161 |
|  | ATTN: 15128.50416118 |
|  | 625 ROCKY MOUNTAIN DR |
|  | PATRICK CHAMBERS |
|  | 5054 ROVAL VIITA COURT |
|  | 2123 GRANDEUR DRIVE |
|  | 1031 LAVENDER LANE |
|  | 1031 Lavender lane |
|  | 2890 HACKNEY COURT |
|  | 300 AVENIDA DE LAS PALMAS |
|  | 5526 W .13400 W . |
|  | P.O. BOX 681216 |
|  | 6699 MORROW STREET |
|  | 1776 PARK AVE 4-414 |
|  | 5805 MOUNTAIN RANCH DRIVE |
|  | 853 E. VALLEY BLVD STE. 200 |
|  | 853 E. VALLEY BLVD., STE 200 |
|  | 576 S WATERLOO RD |
|  | ATTN: JAMES FINEFROCK |
|  | ATTN; JAMES FINEFROCK |
|  | 3195 DAYbreaker drive |
|  | 417 LYNNWOOD BLVD |
|  | 1047 RUSTY CIRCLE |
|  | 1047 RUSTY CIRCLE |
|  | 1600 BASKIN ROAD |
|  | 2889 HACKNEY COURT |
|  | 853 E VALLEY BLVD. SUITE 200 |
|  | 853 E , VALLEY BLVD |
|  | 853 E VALLEY BLVD SUITE 200 |
|  | 853 E VALLEY BLVD, 5 UITE 200 |
|  | 1158 26TH ST \#493 |
|  | P.O. BOX 164 |
|  | 11661 SAN VICENTE BLVD SUITE 9 |
|  | 11661 SAN VICENTE BLVD SUITE 9 |
|  | 6415 N . BUSINESS PARK LOOP RD |
|  | 15545 SW BEVERLY BEACH CT |
|  | C/O ALPINE SKI PROPERTIE5 |
|  | 4800 PEbBLE BROOK DRIVE |
|  | 4800 Pebble brook drive |
|  | 3650 E CANYON WAY |
|  | 8448 ESCALANTE DRIVE |
|  | 853 E. VALLEY BLVD. \#200 |
|  | 2772 FOUR LAKES DR |
|  | 8188 E DEL BARQUERO |
|  | 4265 S .845 E . |
|  | C/O GLOBAL VENTURES LTD |
|  | 2870 CALIFORNIA STREET |
|  | P.O. $80 \times 3592$ |


| CAMPBELL, ROBIN \& MARIONCANALE REALTY LIC |  |
| :---: | :---: |
|  |  |
| CANNARD, BERNARD |  |
| CANNARD, RICK |  |
|  | CARROLL, BETTY |
| CARVAL INVESTORS LC |  |
| CARVAL INVESTORS, LLC |  |
|  | CARVAL INVESTORS, LLC |
| CARVAL INVESTORS, LLC |  |
|  | CARVAL INVESTOR5, LC |
| CARVEL INVESTORS, INC |  |
|  | CARVEL INVESTOR5, LLC |
| CCM CAPITAL LLC |  |
|  | CHAMBERS, ALLAN K. |
| CHAPMAN, BRETT r \& JULE TR |  |
|  | CHEN, DOUGLA5 \& CARLA |
| CHEN, THOMAS \& ROSA |  |
|  | CHEN, THOMAS AND ROSA |
| CHIN, STEVEN \& VAL |  |
| CHRISTENSEN, CHRISTOPHER R |  |
|  | Claw Peak, lle |
| CNZ, LC |  |
|  | COCCIMIGLIO, FRANK |
| COFFIN, MATTHEW R. \& NATASHA |  |
| CONNERY, BROOK P. \& 5HERRI A. |  |
|  | CORNUCOPIA |
| CORNUCOPIA CREST VENTURE |  |
| CORTEZ TAN LIMITED FAMILY PARTN |  |
| CREST SCENE AS5OC. 1 |  |
| CREST VIEW ASSOC. 1 |  |
| CUBILLOS, JOSE ANATONIO |  |
| CUMBEE, TONYA LYNN, TR |  |
| CUMMINGS, DAVID |  |
| CUMMINGS, DAVID |  |
| DAVID, CHARLES S. |  |
| davies, seabury |  |
| deer crest master associates |  |
| DEER CREST ASSOCIATES |  |
| deer crest associates llc |  |
| deer crest associates lic |  |
| deer pointe |  |
| DEER SPRINGS PARTNERS LLC |  |
| deer vista lic |  |
| DEER VISTA LLC |  |
| DM FARMS, LLC |  |
| DOMAN, DEREK \& LYNETTE |  |
| DONNACHIE, IAIN |  |
| DONOVAN, 5USAN HOUGH |  |
| DONOVAN, SUSAN HOUGH |  |
| DRUBIN, BRITTANY AND PETER |  |
| DURRANT, WAYNE JR. \& DEWEEN |  |
| DYNAMIC FINANCE |  |
| EAGLE CREEK 56, ll |  |
| EAST PARK LOT, lle |  |
| ELDREDGE, SCOTT |  |
| ELDRIDGE, JOSEPH |  |
|  | EUO PROPERTIES, LLC |
|  | ELRICK, STEPHENM. \& RICHTER |





| 8970 N TWIN PEAKS DR/ LOT 165-3613201 E ALEXIS DR |  |
| :---: | :---: |
|  |  |
| 13206 E ALEXIS DR |  |
| 13205 EALEXIS DR |  |
| 13200 E ALEXIX DR |  |
|  | 13209 EALEXIS DR |
| 13221 E ALEXIS DR |  |
| 13202 EALEXIS DR |  |
|  | 13215 EALEXIS DR |
| 1200 WEST LORI LN (LOT 1 IROQUOIS PHS 4) |  |
| 12288 N DEER MOUNTAIN BLVD/LOT 7 DM PH3 |  |
|  | 289 E BIG DUTCHH DR/LOT 11 DM PH 3 |
| 3290 E MIINOR FORK CT/ LOT 23 SILENT CR |  |
|  | 9444 N UINTA DR/ LOT 95-6 PH9 |
| 2350 E SLINGSHOT WAY/ LOT 7 N -11 TUHAYE |  |
|  | 3570 E RIDGEWAY TUHAYE LOT 38 RWB |
| 9809 N RIDGEWAY CIR/ LOT 16 RWB |  |
| 12641 N SLALOM RUN DR/ LOT 2 PL 4 DM |  |
|  | 1141 W LORI LANE/LOT 4 IROQ PH 4 |
| LOT \#2.15 EAST PARK |  |
| LOT \#40 EAST PARK |  |
|  | 10331 N KATHERINE CT/ LOT 22 SH |
| 3344 E MINOR FORK CT/ LOT 20 SILENT CR |  |
| LOT \#35 PLAT 4 |  |
| LOT\#221 EAST PARK |  |
| 3306 E MINOR FORK CT/ LOT 22 SILENT CR 3210 BROKEN SPEAR TR TUHAYE POD X LOT 15 |  |
|  |  |
| 3212 BROKEN 5PEAR TR TUHAYE POD X LOT 16 |  |
| 3200 E BROKEN SPEAR TR. LOT 14 POD X |  |
| 3226 BROKEN SPEAR TR TUHAYE POD X LOT 18 |  |
|  | 3177 W HOME RUNCT/LOT 4U DCE |
| STILLWATER POD $1172 \%$ COMM. |  |
| 3350 E MINOR FORK CT/LOT 19 SILENT CR |  |
| 9330 N UINTA CIRCLE/ LOT 46 TU PH1 |  |
| LOT\#8 EAST PARK |  |
| 12465 N DEER MOUNTAIN BLVD/LOT 24 DM PL2 |  |
| 775 W HOLLIDAY DR |  |
| 779 W HOLLIDAY DR |  |
| DEER MEADOWS \#5-bLDG C GUNITS |  |
| 773 W HOLLIDAY DR |  |
| 769 W HOLLIDAY DR |  |
| 760 W HOLLIDAY DRIVE |  |
| 768 W HOLLIDAY DRIVE |  |
| 764 W HOLIIDAY DRIVE |  |
| 875 W CARVING EDGE COURT |  |
| 871 W CARVING EDGE COURT |  |
| 772 W HOLLIDAY DRIVE |  |
| 867 W CARVING EDGE COURT |  |
| 861 W CARVING EDGE COURT |  |
| 865 W CARVING EDGE COURT |  |
| 857 W CARVING EDGE COURT |  |
| 1566 W ALPINE AVE/ LOT 7 STAR HARBOUR |  |
| TUHAYE WHISPERING HAWK LOT9 |  |
| LOT\#1212 |  |
| 9865 N UINTA DR/ LOT 16535 |  |
| 3450 ERIDGEWAY DR/ LOT 25 RWB |  |
| 12076 N 5AGE HOLLOW CIR/ LOT 22 DM PH3 |  |
|  |  |




| EM VENTURES, LTD | P.O. BOX 680844 |
| :---: | :---: |
| EQUITY BUILDING SOLUTION5 INC | 3305 W MAYFLOWER, SUITE 1 |
| EQUITY BUIL.DING SOLUTIONS INC | 3305 W MAYFLOWER, SUITE 1 |
| EQUITY BUILDING SOLUTIONS INC | 3305 W MAYFLOWER, SUITE 1 |
| EQUITY BUILDING SOLUTIONS INC | 3305 W MAYFLOWER, SUITE 1 |
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| EQUITY BUILDING SOLUTIONS INC | 3305 W MAYFLOWER, SUITE 1 |
| ERIKSON PCINVESTMENTS, LLC | C/O DEREK ERIKSON |
| ERNESTI, RANDALL J. \& COLLEEN | 3252 12TH STREET, NE |
| ERNESTI, RANDALL, J. \& COLLEEN | 3252 12TH STREET, NE |
| ERNI, NANCY | 4959 PONDEROSA DRIVE |
| EXCHANGE LANDS MANAGEMENT CO | 1348 E .33005. |
| EXCHANGE LANDS MANAGEMENT CO. | 1348 E .33005. |
| EYRE, brik v | 716 Paradise lane |
| FEENEY, SEAN E. \& L. KATHRYN | 3018 EPAINTED BEAR TRAIL |
| FIRMAGE, MICHAEL | 266 RED LEAF DRIVE |
| FLINDERS, MELVIN \& SANDRA | 5660 N. OLD RANCH ROAD |
| FONTANA, CAROLE/REEVES,JON | P.O. BOX 871 |
| FOWLER, INEZ | 489B WAIMEA WAY |
| FRANKS, WILIAM B. JR. | P.O. BOX 981323 |
| FREDRICK BRIAN CHRISTOPHER | 332 AIGBuRTH ROAD |
| FREIEELD, DANIEL\& NANCY | 43 Stone row lane |
| FRIAR, MICHAEL/GYLLENSKOG | 805 S. LOKA AVE |
| FRIEDMANN, PHILLIP | 875 MICHIGAN AVE |
| Frienda of tuhaye llc | 16305 SUNKIST STREET STE N |
| FRIENDS OF TUHAYE | 10300 W CHARLESTON BLVD, SUITE |
| FRIENDS OF TUHAYE LLC | 10300 W CHARLESTON BLVD, SUITE |
| FRIENDS OF TUHAYE LLC | 10300 W CHARIESTON BIVD, SUITE |
| FURLONG, JOSEPH F. \& DIXIE |  |
| G. MELVINFLINDERS/5ANDRA | 5660 OLD RANCH ROAD |
| G.W. COOK DEVELOPMENT | 8101 DESERT JEWEL CIRCLE |
| GAFFNEY, BRIAN | 10 HARBOR BLUFF LANE |
| GARDNER \& BOSWELL CONST. INC. | P.O. BOX 307 |
| GATENA, JUDY | 2203 FERNLEAF CT |
| GCD | 3214 N UNIVERSITY AVE |
| GCD | 3214 N UNIVERSITY AVE |
| GCD | ATTN: MIKE STEWART |
| GCD | 3214 N UNIVERSITY |
| GCD | 3214 N UNIVERSTTY |
| GENERAL CONSTRUCTION AND DEVELO | 3214N UNIVERSTY AVE \#605 |
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| general construction and develo | 3214 N UNIVERSITY AVE \#605 |
| GERKE, TOM | 370 CYNTHIA WAY |
| GETTINGER, KENNETH | 4813 LAST STAND DRIVE |
| GIMBEL, DON | 621 N. beVerly drive |
| GOLDING, GREGORY S. | P.O. BOX 4185 |
| GOLDWARE, STEPHEN \& MAUREEN | 302 OAKLEAF DRIVE |
| GOODE, BRADLEY D. | 6527 155THAVE SE |
| GOODMAN, KENNETH \& AMY | 9514 Deerfoot WAY |




| 1717 18TH STREET, NW | WASHINGTON, DC 20009 |  |
| :---: | :---: | :---: |
| 3060 CRESTLINE DR | PARK CITT, UT 84060 |  |
| 3100 AMERICAN 5ADDLER | PARK CITY, UT 84060 |  |
| C/OTIM SCHOEN | 1215 WAINUT HILL FARM | CHESTERFIELD, M1 63005 |
| 12111 CLASSIC DRIVE | CORAL SPRINGS, FL 33071 |  |
| 5847 SAN FELIPE SUITE 2949 | HOUSTON, TX 77057 |  |
| 1061 YALE AVENUE | SALT LAKE CITY, UT 84105 |  |
| 7 SANDPIPER COURT | OLD WESTBURY, NY 11568 |  |
| PO BOX 9422 | SALT LAKE CITY, UT 84109 |  |
| 625 2TH STREET | MANHATTEN BEACH, CA 90266 |  |
| 4053 CARIBBEAN STREET | OXNARD, CA 93035 |  |
| 4053 CARIBBEAN STREET | OXNARD, CA 93035 |  |
| 3065 50. 3140 W . | WEST VALLEY CITY, UT 84119 |  |
| 89 FOX RUN RD | SUDBURY, MA 1776 |  |
| 471 W. PUMPKIN PATCH DRIVE | SARATOGA SPRINGS, UT 84045 |  |
| JAN E. PROKOP/PERSONAL AND CON | 437 MADISON AVENUE | NEW YORK, NY 10022 |
| C/O EVOLUTION WEST MANAGEMENTS | 18301 VON KARMAN AVE STE 850 | IRVINE, CA 82612 |
| 1201 E HICKENLOOPER WAY | DRAPER, UT 84020 |  |
| 7221 ENGLE ROAD \#250 | FORT WAYNE, IN 46804 |  |
| 2681 PARLEYS WAY Suite 204 | SALT LAKE CITY, UT 84109 |  |
| 8322 SANSHIRE | DALLAS, TXO |  |
| 791 CORNWALLIS DRIVE | MOUNT LAUREL, NJ 8054 |  |
| 830 WOODSTREAM | LAKE FOREST, IL. 600045 |  |
| 2587 MORNING SKY DRIVE | PARK CITT, UT 84060 |  |
| P.O. BOX 4331 | PARK CITV, UT 84060 |  |
| P.O. BOX 981325 | PARK CITY, UTO |  |
| C/O TIMOTHY A. MULLEN | 875 CHURCH ROAD | ST. DAVIDS, PA 19087 |
| 1635 NORTHSHORE CT. | PARK CITT, UT 84060 |  |
| 2641 BAYSHORE DR | NEWPORT BEACH, CA 92663 |  |
| 302 Narcissus avenue | CARONA DEL MAR, CA 92625 |  |
| 830 WOODSTREAM COURT | LAKE FOREST, IL 60045 |  |
| 1013 TAYLORS MEADOW CT | MURRAY, UT 84123 |  |
| 1013 TAYLORS MEADOW COURT | SALT LAKE CITV, UT 84123 |  |
| 6525 CLAGETT AVE | TRACYS LANDING, MD 20779 |  |
| 26949 BOLAN LANE | VERDES PENIN5ULA, CA 90274 |  |
| 303 E WACKER DRIVE STE 1200 | CHICAGO, IL 60601 |  |
| HOME BUILDERS NETWORK | 205 E. RIDGEVILLE BLVD. STE C | MOUNT AIRY, MD 21771 |
| B63 PAVASIYA CIR | IVANS, UT 84738 |  |
| 863 PAVASIYA CIR | IVANS, UT 84738 |  |
| P.O. BOX 681824 | PARK CITY, UT 84068 |  |
| 240 OCEANRIDGE DRIVE | MELBOURNE BEACH, FL 32951 |  |
| MIIE STEWART | 3214 N . UNIVERSITY AVE ${ }^{\text {H6OS }}$ | PROVO, UT 84504 |
| 2870 California street | SAN FRANCISCO, CA 94115 |  |
| P.O. B0X 1166 | CENTERVILLE, UT 84014 |  |
| P.O. BOX 1166 | CENTERVILLE, UT 84014 |  |
| 16573 SALIDA DE LA LUNA | RAMONA, CA 92065 |  |
| 14015 JOYCE STREET, APT \#1118 | ARLINGTON, VA 22202 |  |
| 2760 LAKE SAHARA DR | STE 106 | LAS VEGAS, NV 89117 |
| 2760 LAKE SAHARA DRIVE SUITE 1 | LAS VEGAS, NV 89117 |  |
| POBOX 519 | HEBER CTTY, UT 84032 |  |
| POBOX 519 | HEBER CITY, UT 84032 |  |
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|  | GOODWEATHER, GARY |
| :---: | :---: |
|  | GOOGIN, ROXANE J |
|  | GORRELL, DAVID K. |
|  | GRAND SUMMIT POINTE U.C |
|  | GRAYSON, FRED |
|  | GREGG, MARK E. \& DEBRA L. |
|  | GREGORY SOUTHERS |
|  | GRGAS, JOSEPH |
|  | GUNLOCK, BROOK \& KIMBERLY |
|  | GURBACH, JAMES W. TRUSTEE |
|  | HADLOW, JOHN |
|  | HADLOW, JOHN |
|  | HALL, D'AURE \& BONNIE |
|  | HALLAL, DAVID |
|  | HALVAS, JUNE |
|  | HAMBURG, DONALD A. |
|  | HAMC WASATCH, HLC |
|  | HANSEN, K. |
|  | HAWKEYE LODGE, LLC |
|  | HEARKEN INVESTMENTS LTD |
|  | HELFAND, THOMAS R. \& SALY G. |
|  | IENDRICKSON,DAN \& LISA |
|  | henley lic |
|  | HENNINGS, GARY |
|  | HERNING, LESLIE |
|  | HIDDEN HOLLOW ASSOC. LLC |
|  | HIDDEN TREASURE, LLC |
|  | HIGGINSON, DONALD |
|  | HJEM PROPERTIES, LLC |
|  | HODGE, JEFFREY |
|  | HOESLEY, JAMES |
|  | HORNER, JOSHUA \& JENNIFER |
|  | HORNER, JOSHUA AND JENNIFER |
|  | HORNER, LAWRENCE K. \& BEVERLY |
|  | INSKEEP FAMILY LLC |
|  | INTER MOUNTAIN CAPITAL CORP |
|  | IROQUOIS PHASE 6 |
|  | J SCOTT LEWIS \& ASSOC. INC |
|  | J SCOTT LEWIS \& ASSOC. INC. |
|  | JEWELL TECHNOLOGIES, LLC |
|  | JEWELL, LARRY, D. |
|  | JMMS ENTERPRISES |
|  | JOEL PROPERTIES, LLC |
|  | JOHN CUMMINGS |
|  | JOHN CUMMINGS |
|  | JOLIY, PETER ALAN |
|  | JONES, WILLIAM M. \& MICA REND |
|  | JORDANELLE PARKRIDGE LLC |
|  | JORDANELLE PARKRIDGE LLC |
|  | Jordanelie Scd |
|  | JORDANELL |
|  | JORDANELLE SSD |
|  | Jordanelle 55D |
|  | JORDANELLE S5D |
|  | JORDANELLE S5D |
|  | JORDANELLE SS |
|  | JORDANELLE SSD |
|  | JORDANELLE 55D |





| POBOX 519 | HEBER CITY, UT 84032 |  |
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| POBOX 519 | HEBER CITY, UT 84032 |  |
| POBOX 519 | HEBER CITY, UT 84032 |  |
| POBOX 519 | HEEER CITY, UT 841032 |  |
| 2033 E. LOGAN AVE. | SALT LAKE CITY, UT 84108 |  |
| 160 W CANYON RD | ALPINE, UT 84004 |  |
| 12172 IL-47, SUITE 510 | HUNTLEY, IL 60142 |  |
| 12172 IL-47, SUITE 510 | HUNTLEY, IL 60142 |  |
| 12172 IL-47, SUITE 510 | HUNTLEY, IL 60142 |  |
| 12172 IL-47, SUITE 510 | HUNTLEY, IL 60142 |  |
| 12172 IL-47, SUITE 510 | HUNTLEY, IL 60142 |  |
| 12172 IL-47, SUITE 510 | HUNTLEY, IL 60142 |  |
| 943 24TH STREET | SANTA MONICA, CA 90403 |  |
| 225 LINCOLN HIGHWAY | FAIRLESS HILLS, PA 19030 |  |
| C/OGELFAND, RENNERT \& FELDMAN | 360 HAMILTON AVE. TTE. 100 | WHITE PLAINS, NY O |
| C/O KEVIN HOWARD | 7207 E. STONE CANYON DRIVE | TUCSON, AZ 85750 |
| 6020 MOUNTAIN RANCH DRIVE | PARK CITY, UT 84060 |  |
| 12403 N. ROSS CREEK DRIVE | DEER MOUNTAIN, UT 84036 |  |
| 12403 ROSS CREEK DR | DEER MOUNTAIN, UT 84036 |  |
| 1503 EAST MICHIGAN AVE | SALT LAKE CITY, UT 84105 |  |
| SOUTHFIELDS, PADDOCK HILL LANE | MOBBERLEY, WA167DB 0 |  |
| 2778 LUCKY JOHN DRIVE | PARK CITY, UT 84060 |  |
| POBOX 4349 | PARK CITY, UT 84060 |  |
| 155 Clearwater drive | MEDIA, PA 19063 |  |
| 165 MOSS STREET | LAGUNA BEACH, CA 92651 |  |
| 5000 HARVILLE ROAD | SANTA ROSA, CA 95409 |  |
| 13353 W. ALAMEDA PARKWAY | \# 107 | LAKEWOOD, CO 8022B |
| 6309 JAMESTOEN CIRCLE | 5ALT LAKE CITY, UT 84121 |  |
| 12 FAIRGREEN LANE | OLD GREENWICH, CT 6870 |  |
| 1199 LANDS END ROAD | LANTANA, FL 33462 |  |
| 1199 LANDS END ROAD | LANTANA, FL 33462 |  |
| 10 CHURCH STREET | CHAGRIN FALLS, OH 44022 |  |
| 6309 JAMESTOWN DRIVE | SALT LAKE CITY, UT 84121 |  |
| MELANIE MCMURRIN | 1134 E. Harrison avenue | SALT LAKE CITY, UT 84105 |
| 2400 OAKMONT | OAKTON, VA 22124 |  |
| 2400 OAKMONT | OAKTON, VA 22124 |  |
| 2205 PALMER PLACE | TUSTIN RANCH, CA 92782 |  |
| 7323 ROCHESTER | LOCKPORT NY, UT 14094 |  |
| P.O. BOX 9856 | RANCHO SANTA FE, CA 92067 |  |
| 12405 N DEER MOUNTAIN BLVD | DEER MOUNTAIN, UT 84036 |  |
| 206-225 NANAIMO 5TREET NORTH | VANCOUVER, BCO |  |
| 400 CONTINTENTAL BL.VD | SUITE 160 | EL SEGUNDO, CA 90245 |
| 7644 LONE PEAK CT | RIVERSIDE, CA 92506 |  |
| 1158 26TH ST SUITE 493 | SANTA MONICA, CA 90403 |  |
| 1158 26TH ST STE 493 | SANTA MONICA, CA 90403 |  |
| 1158 26TH STREET STE 493 | SANTAMONICA, CA 90403 |  |
| 1158 26TH SR SUITE 493 | SANTA MONICA, CA 90403 |  |
| 1436 E 85455 | 5ANDY, UT 84093 |  |
| 7712 GRAYSTONE DRIVE | WEST HILLS, CA 91304 |  |
| 1831 KINGS RD | NEWPORT BEACH, CA 92663 |  |
| 1224 COTTONWOOD LANE | PARK CITY, UT 84098 |  |
| 1814 N. ORLEANS STREET | CHICAGO, 1160614 |  |
| 7910 SW CR 307 | TRENTON, FL 32693 |  |
| $703 \mathrm{EL700S}$ | SALT LAKE CITY, UT 84105 |  |
| 420 29TH ST | MANHATTAN BEACH, CA 92066 |  |
| 31661 VIA QUIXOTE | SAN JUAN CAPISTR, CA 92675 |  |
| 31661 VIA QUIXOTE | SAN JUAN CAPISTR, CA 92675 |  |
| 9883 N. 6250 W. | HIGHLAND, UT 84003 |  |




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MARK 25 LLC
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MARSHALL, DAVID M \& TRACEY A
MASCATELOOVINCE
MAVERIK, INC
MCLAUCHLAN, GABIIA
MILENNIA INVESTMENTS CORP MILLENNIA INVESTM
MILER STEPHEN \& JANET MJF ENTERPRISES
MONTY, RICHARD \& LAURA MOORE SHELAGH ANN


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 MORGAN HILLS GROUP, LL
MORIARTY, MAUREEN MORIARTY, MAUREEN
MORNING BEAD, LLC
MORNING BEAD, LLC
MORROW, DONLD LTUSTEE
MORROW, RONALD \& SUSAN

MORTENSON, SWEN
MOSBY, JOHN \& GLEN BUSH
 MOUNTAIN COAST ENTERPRISES
MOUNTAIN RESORT REALTY, LLC MOUNTAN RESORT REALT,
MOUNTAIN SEAS DEVELOPMENT
MOUNTAIN SEAS DEVELOPMENT MOUNTAIN SEAS DEVELOPMENT MOYLE, JAMES K TR
MURPHEY, ARWYN K. MURPHY, ARWYN \& TRAVIS
MURPHY, TRENT MURPHY, TRENT
MURRAY, DAVID \& KAREN






|  | NAKKER PROPERTIES LP |
| :---: | :---: |
|  | NAREP WESTSIDE LLC |
|  | NAREP WESTSIDE LIC |
|  | NAREP WESTSIDE LLC |
|  | NAREP WESTSIDE LLC |
|  | NAREP WESTSIDE LLC |
|  | NAREP WESTSIDE LLC |
|  | NCA CHINO ONE, LLE |
|  | neibauer ut development, llc |
|  | NESBIT, BRENDON \& BRITA |
|  | NIXON, DAVID ETAL |
|  | NORTH VILLAGE SSD |
|  | NORTHSTAR RIDGE 29, LLC |
|  | NOYES, FRANK |
|  | NOYES, FRANKR. |
|  | O'BRIEN, DAVID \& NOREEN |
|  | O'BRIEN, DOUGLAS \& KATHRYN |
|  | O'BRIEN, KATHRYN AND DOUGLAS |
|  | OCANAM SHELLY TR |
|  | OLSEN. ODGERS |
|  | OLSSON, BERTIL \& KATHY |
|  | OMAN, MATTHEW/JAMIE |
|  | OPEDAL, elenay |
|  | OPEN WASATCH, LLC |
|  | OSWALD, LYNN |
|  | PACE, LINDAK. |
|  | PARKINSON FAMILY LLC |
|  | PARKINSON FAMILY LIC |
|  | PARKINSON FAMILY LLC |
|  | PARKINSON FAMILY LLC |
|  | PARKINSON FAMILY LLC |
|  | PARTRIDGE, I. MITCHELLJR. |
|  | PATEL, SAMIR \& ARTI |
|  | PATRICK, IAN B. \& SHARRAN L |
|  | PELLERITO, THOMAS |
|  | Perkins, Vanette \& Corda |
|  | PERLMAN, GARY \& NANCY |
|  | PETERS, GEORGE |
|  | PEW, DEREK \& WENDY |
|  | PHILLPS, MICHAELC. |
|  | PLUMMER, GEORGENE ETAL |
|  | PORTER, BARRY \& LEA |
|  | PORTER, BARRY \& LEA |
|  | PORTER, BARRY \& LEA |
|  | PORTER, BARRY \& LEA |
|  | PORTER, BARRY \& LEA |
|  | PORTER, BARRY TRUSTEE |
|  | POTASHNER, RICHARD \& NANCY |
|  | Preferred park city holdings |
|  | PRENTISS, RICHARD \& PAULA |
|  | PRN REAL ESTATE \& INVESTMENTS |
|  | PRN REAL ESTATE \& INVESTMENTS |
|  | PYROS, JEFFREY J. |
|  | QUEALLY, PAUL |
|  | QUEALLY, PAUL |
|  | R. VENTURES LTD |
|  | RAFATI, ALI |
|  | RAINEY HOMES |





| BOUNTIFUL，UT 84010 |  |
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| BOUNTIFUL，UT 84010 |  |
| BOUNTIFUL，UT 84010 |  |
| PARK CITY，UT 84060 |  |
| QUEBEC | CANADAO |
| KAMAS，UT 84036 |  |
| PARK CITY，UT 84060 |  |
| KAMAS，UT 84036 |  |
| SAN JOSE，CA 95125 |  |
| 650 PAGE MILL ROAD | PALO ALTO，CA 94025 |
| PARK CITY，UT 84060 |  |
| 2800 N．DALLAS PKWY．STE． 100 | PLANO，TX 0 |
| SUITE 100 | PLANO，TX 75093 |
| SANTA MONICA，CA 90403 |  |
| OMAHA，NE 68124 |  |
| OMAHA，NE 68124 |  |
| LENOIR CITY，TN 37772 |  |
| 13596 SUNSET LAKE CIRCLE | WINTER GARDEN，FL 34787 |
| WINTER GARDEN，FL34787 |  |
| WINTER GARDEN，FL 34787 |  |
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| WINTER GARDEN，FL 34787 |  |
| WINTER GARDEN，FL 34787 |  |
| WINTER GARDEN，FL 34787 |  |
| WINTER GARDEN，FL 34787 |  |
| CARTERSVILLE，GGA 30121 |  |
| DANVILLE，CA 94526 |  |
| LOS ANGELES，CA 90049 |  |
| LOS ANGELES，CA 90049 |  |
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| LOS ANGELES，CA 90049 |  |
| LOS ANGELES，CA 90049 |  |
| SANFORD，FL 32771 |  |
| EMMAUS，PA 18049 |  |
| PASADENA，CA 91106 |  |
| DEER MOUNTAIN，UT 84036 |  |
| KAMAS，UT 84036 |  |
| DEER MOUNTAIN，UT 84036 |  |
| DEER MOUNTAIN，UT 84036 |  |
| DEER MOUNTAIN，UT 84036 |  |
| PARK CITY，UT 84098 |  |
| ATLANTA，GA 3030S |  |
| HILTON HEAD ILL，SC 29926 |  |
| PARK CITY，UT 84060 |  |
| HOUSTON，TX 770S6 |  |
| NORTH YORK | ONTARIO CANADA O |
| PARK CITY，UT 84060 |  |
| EAST AMHERST，NY 14051 |  |
| GRAND RAPIDS，M1 49508 |  |
| SHORT HILLS，NJ 7078 |  |
| SAN FRANCISCO，CA 94133 |  |
| WELLINGTON，FL 33414 |  |
| SOO NORTH MARKET PLACE DR，STE | CENTERVILLE，UT 84104 |


RAINEY HOMES
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RC35 LLL
REDFEARN，EARNEST L．／LOUISE
REECE，CRAIG DENNIS
REED，WILLAM \＆KAREN
REILLY，STEVEN \＆DANIELLE
REINSTRA MARK LTR
RICHARDSON，TYLER
RUW PARK 11，L．P．
RIW PARKCITYII，LP
ROBITAILLE，IUC \＆STACIA
ROCKBROOK PARTNERS IN，LLC
ROCKBR IO ANNE

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ROSS，LEIGH

\＆JVENTURES LLC
$5 \&$ JVENTURES LLC

\＆J J Ventures lle
\＆J VENTURES LIC
S\＆JVENTURES LLC
象岂
S \＆J VENTURES LLC
S \＆M HALL，INC
SADR，FARROUKH DR．

卢山
SAVAGE，CRAIG E
SCHMIDT，GARY M，\＆ROBIN G．
SCHUMACHER，ROBERT \＆TERESA岂岂 $\qquad$ SAUNDERS，BRENT
SCHUMACHER，ROBERT \＆TERESA
SCHWARTZ，PAUL \＆BARBARA
SCULLY，MANDRA
SHAH，DHIREN K．\＆SANGITA D．
SHANER，TOMMY \＆JOYCE
SHEDLIN，GARY S．\＆DEBORAH




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| P．o．Box 50239 |
| :---: |
| ON，Tx 77056 |
| SUITE 600 |
| GLENDORA，CA99741 |
| DRAPER，UT 84020 |
| tiburon，CA 94920 |
| mURRAY，UT 84123 |
| PARK CIT，UT 84060 |
| SALT LAKE CITY，UT 841 |
| WOodBury，NY 11797 |
| WOODBURY，NY 11797 |
| LAUREL，MD 20723 |
| SUITE E240 \＃52 |
| VERO Beach，fl 32963 |
| 40287 BOLLINGER PL |
| 40287 BOUINGER PL |
| OAKHURST，CA 93644 |
| SIMI VALLEY，CA 93065 |
| SALT L LKE atr，ut 841 |
| SALT Lake cirs，ut 84116 |
| Salt lake city，ut 84116 |
| SALT LARE CITY，UT 84 |
| MEEARIE，LA 70005 |
| EtARIE，LA 70005 |
| METARIE，LA 700 |
| METARIE，L |
| SUITE 360 |
| SALT LAKE CITY，UT 8 |
| SUTTE 360 |
| HEBER CITY，UT 840 |
| AMERICANFORK，UT 84003 |
| 60 barkers point r |
| VANCOUVER，WAD |
| vancouver，wao |
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| KAMAS，UT 84036 |
| PROSPECT，KY 40059 |
| 15 Cobb Isand drive |
| PROSPECT，KY 40059 |
| KAYSVILE，UT 84037 |
| 14485．HAIGHTCREEK D |
| north salt lake，ut 840 |
| PHOENX，AZ 85018 |
| TEHACHAPI，CA 93561 |
| HEBER CIT，UT 84032 |
| HEBER CIT，UT 84032 |
| HEBER CTY，UT 84032 |
| HEBER CITY，UT 84032 |
| OKLAHOMA，ОК 73116 |
| SAN DIEGO，CA 92130 |
| SAN DIEGO，CA 92130 |
| HIDEOUT，UT 84036 |
| APT\＃13W |
| PARK CITY，uto |
| F．LAuderdale，fl 33316 |
| PARK CIT，UT 84060 |
| RKCITr，UT 846 |
| PARK CITY，UT 84060 |



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|  | TUHAYE LLC |
| :---: | :---: |
|  | TWIN CREEKS SSD |
|  | UNITED PARK CITY MINES |
|  | UNITED PARK CITY MInES |
|  | US BANK NATIONAL ASSOCIATION |
|  | UTAH WEST RADC LLC |
|  | UTAH WEST RADC LLC |
|  | UTSINGER, BARRY |
|  | VANDEN AKKER, JOEL W. |
|  | VANDEN AKKER, JOEL/LEIGH ET AL |
|  | VULTAGGIO, SCOT \& DIANE R. |
|  | WADE, WILLIAM DAVID-TRUSTEE |
|  | WALLACE, SEAN |
|  | WALSH, JAMES |
|  | WARMBOLD, RICHARD \& ANN |
|  | WASATCH COUNTY |
|  | WATERSIDE PROPERTIES, LlC |
|  | WEBER, RICHARD \& JoEANN |
|  | WEBER, RICHARD \& JOEANN |
|  | WEINSTEIN, BRIAN S. |
|  | WELDON, MARK \& NELLY |
|  | WERNER, ROMAN |
|  | WESTBURY, JOHN |
|  | WESTBURY, JOHN |
|  | WESTERN STATES VENTURES LLC |
|  | WHITTERON, JAMES \& CHERYL |
|  | WHITTERON, JAMES \& CHERYL |
|  | WHITTERON, JAMES \& CHERYL |
|  | WICKLAND, DAVID \& TAMARA |
|  | WILKINSON, MICHAEL. |
|  | WILLIAMS, DEWORTH |
|  | WILLIAMS, GEOFFREY |
|  | WILSON REVOCABLE TRUST |
|  | WILSON, EARL \& LORI |
|  | WILSON, ED \& LESLIE FAMIIY TRUS |
|  | WILSON, KENNETH R/ FOUZAILOFF, |
|  | WISHNOW, DAVID C. |
|  | YOUNG, CAROLL |
|  | ZILUCA, DOLORES |
|  | zILUCA, LUCAS |
|  | ZOELLNER, KYLE |
|  | ZUCKERMAN, SCOTT \& JULIE ASCH |


| JORDANELLE SPECIAL SERVICE DISTRICT | 3JSSD8L-100 |
| :--- | ---: |
| 3JSSD8L-100 Evaluation of Termination Pmts or Agrmmt with <br> Fmr Mgr |  |

PURPOSE: Per audit step 23 on 3JSSD8L-AP

TESTWORK: We sent a subpoena to request any and all documents related to termination or severance agreements or payments between JSSD and Dan Matthews, former manager (see 3JSSD8L-100A). The subpoena was dated January 15, 2015, and the requested deadline was January 27, 2015.

On 2/9/15, Mark Gaylord, Ballard Spahr, sent the following text via email:
To begin with, Mr. Matthews was not terminated. He voluntarily elected to resign as general manager of JSSD. However, he has been retained as a consultant to assist with the pending litigation. Next, he did not receive any severance payments. Rather, he received what he was entitled as an employee of JSSD upon departure. Nothing more.

Per Mr. Gaylord's representation, there is no agreement with Dan Matthews and no payments beyond what he was entitled to as an employee of JSSD. Based on this representation, and the fact that we don't have any reason or evidence that causes us to believe otherwise, we will not pursue this issue further. Further testwork is NCN. NEN

## SUMMARY: NEN



THE STATE OF UTAH SENDS GREETINGS TO:

Michacl Kohler, Chairman

Jordanelle Special Service District
P.O. Box 519

Heber City, UT 84032
WHEREAS under Utah Code Ann. subsection 67-3-1(5), the Utah State Auditor has the authority to issue subpoenas for the purpose of obtaining documents necessary to the performance of his audit responsibilities;

WHEREAS the Office of the Utah State Auditor is conducting an investigation of Jordanelle Special Service District;

NOW, THEREFORE, by virtue of its statutory authority, the Utah State Auditor orders you to provide the following records by January 27, 2015 and deliver to Leslie Larsen, Audit Supervisor, at the Utah State Capitol Complex, East Office Building, Suite E310, Salt Lake City, Utah, 84114:

## ITEMS TO BE PRODUCED

Any and all documents related to termination or severance payments or agreements between Jordanelle Special Service District and Dan Matthews. Subpoena, and affix my signature.


[^0]:    Atlanta \| Baltimore \| Bethesda \| Denver \| Las Vegas \| Los Angeles \| New Jersey \| Philadelphia | Phoenix \| Salt Lake City | San Diego
    Washington, DC | Wilmington | www.ballardspahr.com

[^1]:    Atlanta | Baltimore | Bethesda \| Denver \| Las Vegas | Los Angeles | New Jersey \| New York | Philadelphia | Phoenix | Salt Lake City | San Diego | Washington, DC | Wilmington | www.ballardspahr.com

[^2]:    ${ }^{1}$ As you know from a previous production of documents by JSSD, it has a management contract with North Village Special Service District ("NVSSD"). Hence, it viewed this purchase as an opportunity to improve NVSSD's services to the community.

[^3]:    Last Reviewed 2014-05-21

[^4]:    ${ }^{1}$ As you know from a previous production of documents by JSSD, it has a management contract with North Village Special Service District ("NVSSD"). Hence, it viewed this purcliase as an opportunity to improve NVSSD's services to the community.

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    | Row Labels | Sum of GALLONS SIGNED | Sum of AMOUNT |  |
    | :---: | :---: | :---: | :---: |
    | ALLRED, CLAYTON | 446.756 | \$ | 1,237.31 |
    | AMAN, KEN | 1,071.182 | \$ | 2,953.67 |
    | BARONEK, THERESA | 502.583 | \$ | 1,568.03 |
    | BUDD, CAMERON | 1,107.953 | \$ | 2,705.20 |
    | BURGENER, KELVIN | 10,575.251 | \$ | 28,804.77 |
    | CARSON, JANET | 1,409.952 | \$ | 3,736.42 |
    | COVEY, MAX | 8,001.039 | \$ | 21,279.27 |
    | DAVIC, GRIC | 1,316.855 | \$ | 3,669.74 |
    | DAVIS, TRENT | 215.867 | \$ | 353.63 |
    | FARRELL, ALEX | 558.001 | \$ | 992.30 |
    | GILES, TYLER | 906.349 | \$ | 2,713.41 |
    | GREER, LYNN | 1,204.819 | \$ | 3,142.13 |
    | MAIR, MONT | 5,178.367 | \$ | 15,080.80 |
    | MARTINEZ, RICHARD | 310.342 | \$ | 936.62 |
    | MASON, BRANDON | 1,677.454 | \$ | 4,617.36 |
    | MATTHEWS, DAN | 4,628.927 | \$ | 13,433.35 |
    | MORRIS, CHANCE | 9,814.532 | \$ | 28,934.75 |
    | MUIR, PRESTON | 186.575 | \$ | 316.45 |
    | PADDOCK, SHANE | 9,053.123 | \$ | 25,626.28 |
    | PEDERSEN, REX | 2,547.133 | \$ | 7,204.92 |
    | POPP, LLOYD | 2,816.562 | \$ | 7,205.92 |
    | SCOW, DARREL | 6,727.897 | \$ | 19,814.35 |
    | SCOW, DOUG | 331.436 | \$ | 987.02 |
    | SNYDER, KIM | 16,789.515 | \$ | 53,557.02 |
    | SULSER, LYNN | 8,053.773 | \$ | 22,620.43 |
    | WALL, CHAD | 4,222.669 | \$ | 11,514.17 |
    | WEBSTER, WADE | 5,088.739 | \$ | 14,139.86 |
    | Grand Total | 18.3 104,743.651 | \$ | 299,145.18 |

    ## 3JSSD8L <br> 3JSSD8L-51 Credit Card and Gas Card Purchases

    3JSSD8L-51

    Purpose: $\quad$ Per step 9 of 3JSSD8L-AP, to revie w gas purchases made using the District's credit cards and Fuelman (gas cards) for improper and potentially fraudulent transactions.

    ## Testwork

    and Findings: Based on JSSD policy effective in 2005 (see information be low and 3JSSD8L-51B for detailed policy info.), all gas should have been purchased using the Fuelman credit card assigned to each D istrict vehicle. In addition, records tracking the odometer readings and gallons purchased should have been kept so that mil eage could be tracked and mpg calculated. Policy was not followed and gas was purchased using other credit cards. In addition, records for the credit card purchases were not kept as indicated by District personnel. Even if records had been kept, policy required them to be retained for only one year and might not have been available at this time anyway. One year is not considered adequate. Per the State Archives retention schedule for counties, accounts payable records should be retained for 4 years. Records would have been available had gas been purchased using the $F$ uelman cards as required by policy (Fleet Services retains Fuelman records). Since gas was purchased using other credit cards and $r$ equired information was not re tained, 3JSSD8L-FR06 was is sued.

    Using the data from 3JSSD8L-10A and 3JSSD8L-50A, which were used for credit card expenditure and Fuelman purchase testwork, the spreadsheet on 3JSSD8L-51A was created comparing gas purchases made by Dan Matthews, General Manager * using the District's credit cards and Fuelman cards for the period of January 1, 2008 - December 31, 1013. Specifically, the spreadsheets referenced were used to identify only purchases made by Dan Matthews (filtered the table) and then copied to 3JSSD8L -51A. Per 3JSSD8L -10A, there are 194 transactions totaling $\$ 8,693$ and per 3JSSD8L -50 A , there are 211 transactions totaling $\$ 13,172.94$. Therefore, there are a grand total of 405 gas transactions totaling $\$ 21,865.94$ for Dan Matthews during 2008-2013. The population on 3JSS D8L-51A is missing two transactions totaling $\$ 124.78$. The two transactions were identified but are immaterial and have not been added. Pass further testwork.

    Next, the purchases were sorted by day. The data was reviewed for purchases made on the same da y or within 1 or 2 days of another purchase, as these would be higher risk for improper purchase. See 3JSSD8L-51A. These purchases were identified using various tickmarks so that purchases made in various ways could be identified for summarization purpos es. (At the time of testwork, it was unclear if data presented in various ways would be more meaningful.) See tickmark legend below. Note that tickmarks originally used were replaced with letters since various tools in Excel do not identify tickmarks.

    Purchases under \$10 were considered immaterial and not analyzed. Some purchases of $\$ 9$ might be car washes; however due to immateria lity, they were not considered here (see 3JSSD8L-10 where these credit card purchases <\$10 are discussed further and included in an FR). Purchases exceeding $\$ 10$ were assumed to be for gas based on location of purchase; however, we have no way of knowing for sure due to lack of
    detailed documentation (see 3JSSD8L-10 for discussion of and finding issued related to lack of cre dit card documentation) .

    Purchases made the same day or within $1-2$ days were considered questionable given the frequency and lack of other supporting documentation indicating travel destination, purpose, miles traveled, gallons purchased, etc. Because $t$ here was no supporting documentation, there was no basis on which to determine propriety. However, we did separately identify purchases made within a day or 2 of each other at a location outside of either Heber or Park City (see ), indicating travel. Since these purchases indicated travel, the frequency of purchases could be reasonable; however, we still questioned these purchases because there was no supporting documentation to determine propriety of either travel or amounts purchased. See pivot table on 3JSSD8L-51A for a summary of errors found. See 3JSSD8L-FR06.

    It is evid ent from the findings on 3JSSD8L -50 that the F uelman records maintained by State Fleet Services were not adequately reviewed by JSSD to determine the propriety of fuel purchases. A review of the fuel usage, fuel efficiency, frequency of purchases, fuel type, etc. would help to identify potential misappropriations and help deter abuse. It would also allow management the opportunity to question employees about questionable purchases and obtain documentation and/or document explanations for variances outside of the norm. It could also alert them to employees who might require additional monitoring. This review and approval of expenditures should be performed by someone with adequate authority and with oversight by the Board since the findings support abuse and noncompliance by the General Manager. See 3JSSD8L-FR06. Based on the interviews held on July 22, 2014 and documented on 3JSSD8L-25F, Darrell Scow, Asst. Mgr, indicated that he reviews the reports approximately twice a year. This is not considered to be adequate, we will address frequency along with inadequate reviews in the finding.

    It was noted that the credit card was used mainly at Walkers and Maverick in Heber City. Dan Matthews indicated in the interviews referenced above that he used the credit card to purchase gas because there were few station s in Heber City that took the Fuelman card, and they were mostly the UDOT stations which were not always available. This expla nation is not completely accurate, which is evidenced by the fact that Mr. Matthews purchased gas during the same period at the Mountainland station using the Fuelman card. All three stations are located on Main Street , Heber City within .9 miles or 2 min utes. (Walkers is 800 S Main, Maverick is 435 N . Main, and Mountainland is 1175 S . Main) Obviously, the Fuelman card could have reasonably been used. This indicates a distortion of fact and disregard to policy. No change to finding as Fuelman should ha ve been use $d$ and could indicate a misuse and misappropriation of funds.

    ## *Selection for Detailed Review:

    There were only 3 employees who had credit cards: Dan Matthews, General Manager, Darrel Scow, Asst. Manager, and Janet Carson, Admin Asst. Per
    review of 3JSSD8L -10A (sorted by card numbers for applicable employees), $g$ as credit card transactions from 2008 -2013 were less than $\$ 250$ each for Darrel Scow and Janet Carson ; therefore, their transactions were deemed insignificant and review was NCN per auditor judgment. Thus, only Dan Matthew's transactions were reviewed. See 3JSSD8L-51A.

    ## District Policy Info

    The policies were reviewed and are highlighted as applicable to the testwork performed. Because the policies were established in 2005, they are app licable in their entirety to the period tested. The policies are included as 3JSSD8L-51B.

    Per Resolution No. 2005-2 (dated January 11, 2005):
    Vehicles may be used only for District business other than authorized commuting and de minimus personal use. (2)

    Fuel may be purchased for only the vehicle issued to the employee. The gas card provided should be used whenever practicable. (7a) (changed see new below)

    A fuel record of purchases shall be maintained. The record should be signed by the applicable emplo yee and turned in when full. The record should be maintained for one year. (7b) (new 1b)

    Charging the $D$ istrict for fuel purchases of other vehicles and failure to follow policy is grounds for termination or other disciplinary action. ( 7 c and 9) (new 1 c and 2)

    Per Resolution No. 2005-6 (dated August 6, 2005):
    The gas card issued for each vehicle shall be used for the purchase of fuel and minor vehicle related expenses. Under no circumstance shall the card be used to purchase gas for vehicles not owned b y the District. (1a)

    Each District Vehicle shall keep the fuel record in the vehicle and the employee assigned to the vehicle shall be responsible for filling out the fuel record. When the form is full, it shall be turned in to the supervisor. The recor $d$ should be maintained for one year. (1b)
    "In the event of an emergency, specifically, when a GasCard fueling station cannot be located or when the GasCard does not work, the employee shall be authorized to purchase fuel... by any practicable means." (1e)

    ## Personal Use of Vehicles

    Based on the testwork performed above, there is concern that the vehicles could be used for personal use, which is against District policy other than commuting ; however, there is no way to prove or to conclusively test this concern. Therefore, we will rely on the interviews as documented on 3ISSD8L-25F, which indicated that vehicles were not used for personal use other than their regular commutes.

    The use of the vehicles for commuting is a taxable benefit to the employees per IRS Publication 15 -B (see applicable topics pg. $18-24$ on 3JSSD8L-51C). Per the interviews
    referred to above, the District has not been including these commuting benefits as taxable fringe benefits to the employees and, thus, certain employees' income may be understated for reporting and individual tax purposes. We will include this in 3JSSD8LFR06 and recommend that the District appropriately determine the amount that is taxable using guidance in IRS Publication 15 -B. The District has indicated that they believed they did not have to report the employees' commute use of the vehicles as a fringe benefit because public safety vehicles are exempt from the requirement. However, Internal Revenue Bulletin: 2010 -23 (see 3JSSD8L-51D) indicates that a public safety vehicle does not include pickup trucks. The bulletin does allow for specialized utility repair trucks that are specifically used to carry heavy tools, testing equipment, or parts if the modifications make it unlikely the vehicle will be used more than a de minimis amount for personal purposes. Travis Kartchner, OSA Auditor, drove by Darrel Scows home to determine if the pick -up met the public safety vehicle criteria and determined that it did not.

    The District has allowed Dan Matthews, General Manager, and Darell Scow Assistant General Manager, and on -call employees to use District vehicles for daily commuting. Per Steve Capson, former JSSD board member, the District justifies this practice in order to allow for a timely response to emergencies outside reg ular business hours. We asked the District to provide us with emergency call out logs to determine whether the number of emergency call outs justifies the cost of commuting privileges. Mark Gaylord and Mike Kohler responded that they did not maintain any logs. Mark did indicate that the District could reconstruct a log using employee time records; however, it is apparent that the District has not evaluated the frequency of call outs to ensure that employee use of District vehicles for commuting is justif ied.

    This practice is particularly concerning since Darell Scow is granted commuting privileges and commutes from Sandy to Heber City which is approximately 100 miles each day. a timely response to emergencies is, indeed, the justification for allow ing an employee to use a District vehicle for commuting, we question the reasonableness of having an employee who lives approximately 50 miles away from Heber City designated as a person available to respond timely. 3JSSD8L-FR12 is proposed recommending $t$ hat the District maintain a log of after -hour emergency call outs and determine whether the frequency of the call outs and the improved timely response justify the expense of allowing employees to use District vehicles for commuting.

    Summary: See 3JSSD8L-FR06 and 3JSSD8L-FR12. This is considered a key internal control weakness and an important c ompliance issue (also see issues included from 3JSSD8L-50).

    ## Tickmarks

    a Gas was purchased on the same day with both a Fuelman card and credit card.
    b Gas was purchased one day apart with both a Fuelman card and credit card.
    a Gas was purchased within 2 days of another purchase.
    d Gas was purchased on the same day with a credit card.
    e Gas was purchased one day apart with a credit card.
    萓 Gas was purchased on th e same day or within 1 day but for different District cars based on card number. NEN.
    © Not used.
    Whas was purchased within a day or 2 of another; however, travel is indicated based on the purchase being made at a location outside of Heber.
    th Immaterial ; therefore, further testwork NCN.

    Jordanelle SSD
    3JSSD8L-51A
    3JSSD8L-51A Credit Card and Gas Card Testwork

    Purpose, Testwork, Findings, Summary, Tickmarks: See 3JSSD8L-51

    | CUSTNO/ Ref No. | CARD | DATE | Description |  | AMOUNT |  | Column2 |
    | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
    | 0062 | Visa 0863 | 1/1/2008 | Walkers - Heber City |  | 59.58 |  | c |
    | 0062 | Visa 0863 | 1/2/2008 | Walkers - Heber City |  | 6.09 | H |  |
    | 0062 | Visa 0863 | 1/3/2008 | Walkers - Heber City |  | 27.64 |  | c |
    | 0062 | Visa 0863 | 1/7/2008 | Walkers - Heber City |  | 57.93 |  |  |
    | 0062 | Visa 0863 | 1/9/2008 | Walkers - Heber City |  | 0.35 | t |  |
    | 230570 | 109487 | 1/10/2008 | Mountainland One Stop Heber |  | 84.21 |  | $a$ |
    | 0062 | Visa 0863 | 1/10/2008 | Walkers - Heber City |  | 59.07 |  | a |
    | 0062 | Visa 0863 | 1/15/2008 | Walkers - Heber City |  | 47.23 |  |  |
    | 0062 | Visa 0863 | 1/18/2008 | Walkers - Heber City |  | 47.46 |  |  |
    | 0062 | Visa 0863 | 1/23/2008 | Walkers-Heber City |  | 50.33 |  | $b$ |
    | 230570 | 109487 | 1/24/2008 | Mountainland One Stop Heber |  | 75.27 |  | $b$ |
    | 0062 | Visa 0863 | 1/25/2008 | Walkers - Heber City |  | 40.24 |  | $b$ |
    | 0063 | Visa 0863 | 1/30/2008 | Maverick - Heber City |  | 68.31 |  |  |
    | 0063 | Visa 0863 | 2/4/2008 | Walkers - Heber City |  | 65.42 |  | $b$ |
    | 230570 | 109487 | 2/5/2008 | Mountainland One Stop Heber |  | 77.03 |  | $b$ |
    | 0063 | Visa 0863 | 2/8/2008 | Walkers - Heber City |  | 65.69 |  |  |
    | 0063 | Visa 0863 | 2/12/2008 | Walkers Heber City |  | 34.06 |  | c |
    | 0063 | Visa 0863 | 2/14/2008 | Maverick-Heber City |  | 69.48 |  | c |
    | 0063 | Visa 0863 | 2/18/2008 | Maverick - Heber City |  | 51.01 |  | $b$ |
    | 230570 | 109487 | 2/19/2008 | Mountainland One Stop Heber |  | 81.90 |  | $b$ |
    | 0063 | Visa 0863 | 2/21/2008 | Walkers - Heber City |  | 38.99 |  | c |
    | 0064 | Visa 0863 | 2/25/2008 | Walkers - Heber City |  | 51.93 |  | c |
    | 0064 | Visa 0863 | 2/27/2008 | Maverick-Heber City |  | 48.93 |  | c |
    | 0064 | Visa 0863 | 3/3/2008 | Walkers - Heber City |  | 64.06 |  | c |
    | 230570 | 109487 | 3/5/2008 | Mountainland One Stop Heber |  | 77.39 |  | $b$ |
    | 0064 | Visa 0863 | 3/6/2008 | Walkers - Heber City |  | 59.87 |  | $b$ |
    | 0064 | Visa 0863 | 3/8/2008 | Walkers - Heber City |  | 51.27 |  | c |
    | 0064 | Visa 0863 | 3/10/2008 | Chevron-Hurricane |  | 66.75 |  | $h$ |
    | 0064 | Visa 0863 | 3/12/2008 | Chevron - Beaver Ut |  | 57.20 |  | 6 |
    | 230570 | 109487 | 3/15/2008 | Mountainland One Stop Heber |  | 44.57 |  | a |
    | 0064 | Visa 0863 | 3/15/2008 | Walkers - Heber City |  | 73.22 |  | a |
    | 0064 | Visa 0863 | 3/20/2008 | Walkers - Heber City |  | 61.55 | 3 |  |
    | 230570 | 109487 | 3/23/2008 | Mountainland One Stop Heber |  | 53.70 |  | $b$ |
    | 0064 | Visa 0863 | 3/24/2008 | Walkers - Heber City |  | 48.78 |  | $b$ |
    | 0065 | Visa 0863 | 3/27/2008 | Walkers - Heber City |  | 51.49 |  |  |
    | 0065 | Visa 0863 | 4/1/2008 | Walkers-Heber City |  | 70.78 |  |  |
    | 0065 | Visa 0863 | 4/10/2008 | Walkers - Heber City |  | 70.72 |  |  |
    | 0065 | Visa 0863 | 4/17/2008 | Walkers - Heber City |  | 61.54 |  |  |
    | 0065 | Visa 0863 | 4/22/2008 | Walkers-Heber City |  | 60.50 |  |  |
    | 0066 | Visa 0863 | 4/29/2008 | Walkers - Heber City |  | 24.99 |  |  |
    | 0066 | Visa 0863 | 5/2/2008 | Walkers - Heber City |  | 75.00 |  | d |
    | 0066 | Visa 0863 | 5/2/2008 | Walkers-Heber City |  | 24.34 |  | d |
    | 0066 | Visa 0863 | 5/5/2008 | Walkers - Heber City |  | 67.67 |  |  |
    | 0066 | Visa 0863 | 5/8/2008 | Walkers - Heber City |  | 45.66 |  |  |
    | 0066 | Visa 0863 | 5/14/2008 | Walkers - Heber City |  | 65.69 |  | c |

    

    | JSSD-0027 | Cap One 25 | 12/20/2008 | Walkers - Heber City |  | 25.93 |  |  |
    | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
    | JSSD-0027 | Cap One 25 | 12/24/2008 | Walkers - Heber City |  | 22.97 |  |  |
    | JSSD-0027 | Cap One 25 | 12/29/2008 | Walkers-Heber City |  | 28.83 |  |  |
    | JSSD-0027 | Cap One 25 | 1/7/2009 | Walkers - Heber City |  | 25.76 |  | $c$ |
    | JSSD-0027 | Cap One 25 | 1/9/2009 | Walkers - Heber City |  | 31.30 |  | c |
    | JSSD-0027 | Cap One 25 | 1/14/2009 | Walkers-Heber City |  | 28.24 |  |  |
    | 0074 | Visa 0863 | 2/9/2009 | Mountainland One Stop - Heber |  | 31.12 |  |  |
    | 0074 | Visa 0863 | 2/13/2009 | Maverick - Heber City |  | 37.49 |  |  |
    | 0074 | Visa 0863 | 2/18/2009 | Walkers - Heber City |  | 40.59 |  |  |
    | 0075 | Visa 0863 | 2/25/2009 | Walkers - Heber City |  | 34.34 |  | c |
    | 0075 | Visa 0863 | 2/27/2009 | Walkers - Heber City |  | 38.35 |  | c |
    | 0075 | Visa 0863 | 3/5/2009 | Maverick Heber City |  | 35.23 |  | c |
    | 0075 | Visa 0863 | 3/7/2009 | Walkers - Heber City |  | 26.59 |  | c |
    | 0075 | Visa 0863 | 3/9/2009 | Texaco-St. George | 40 | 43.35 |  | h |
    | 0075 | Visa 0863 | 3/11/2009 | Texaco-Beaver |  | 27.97 |  | $h$ |
    | 0075 | Visa 0863 | 3/13/2009 | Walkers - Heber City |  | 29.76 |  | h |
    | 0075 | Visa 0863 | 3/18/2009 | Maverick - Heber City |  | 38.89 |  |  |
    | 0075 | Visa 0863 | 3/24/2009 | Walkers-Heber City |  | 33.44 |  |  |
    | 0076 | Visa 0863 | 3/27/2009 | Walkers-Heber City |  | 35.38 |  |  |
    | 0076 | Visa 0863 | 4/1/2009 | Walkers - Heber City |  | 28.70 |  |  |
    | 0076 | Visa 0863 | 4/6/2009 | Walkers - Heber City |  | 27.86 |  | c |
    | 0076 | Visa 0863 | 4/8/2009 | Walkers-Heber City |  | 23.87 |  | c |
    | 0076 | Visa 0863 | 4/10/2009 | Walkers - Heber City |  | 34.81 |  | c |
    | 0076 | Visa 0863 | 4/14/2009 | Walkers-Heber City |  | 39.70 |  |  |
    | 0076 | Visa 0863 | 4/17/2009 | Walkers - Heber City |  | 33.60 |  |  |
    | 0076 | Visa 0863 | 4/21/2009 | Maverick-Heber City |  | 19.26 |  |  |
    | 0076 | Visa 0863 | 4/24/2009 | Maverick - Heber City |  | 42.66 |  |  |
    | 0077 | Visa 0863 | 4/28/2009 | Maverick-Heber City |  | 33.63 |  |  |
    | 0077 | Visa 0863 | 5/1/2009 | Maverick - Heber City |  | 43.86 |  | d |
    | 0077 | Visa 0863 | 5/1/2009 | Maverick - Heber City |  | 16.17 |  | d |
    | 0077 | Visa 0863 | 5/6/2009 | Walkers-Heber City |  | 47.38 |  | c |
    | 0077 | Visa 0863 | 5/8/2009 | Maverick - Heber City |  | 40.02 |  | c |
    | 0077 | Visa 0863 | 5/13/2009 | Maverick - Heber City |  | 46.41 |  |  |
    | 0077 | Visa 0863 | 5/19/2009 | Maverick - Heber City |  | 33.30 |  | c |
    | 0077 | Visa 0863 | 5/21/2009 | Walkers - Heber City |  | 37.58 |  | c |
    | 0078 | Visa 0863 | 5/29/2009 | Mountainland One Stop-Heber |  | 44.10 |  |  |
    | 0078 | Visa 0863 | 6/2/2009 | Walkers - Heber City |  | 43.20 |  |  |
    | 0078 | Visa 0863 | 6/5/2009 | Maverick - Heber City |  | 33.38 |  |  |
    | 0078 | Visa 0863 | 6/19/2009 | Maverick - Heber City |  | 51.36 |  |  |
    | 0078 | Visa 0863 | 6/24/2009 | Smiths Fuel - Heber City |  | 32.39 |  |  |
    | 0079 | Visa 0863 | 6/29/2009 | Smiths Fuel - Heber City |  | 44.36 |  |  |
    | 0079 | Visa 0863 | 7/2/2009 | Mountainland One Stop - Heber |  | 88.22 |  | d |
    | 0079 | Visa 0863 | 7/2/2009 | Mountainland One Stop - Heber |  | 36.79 |  | d |
    | 0079 | Visa 0863 | 7/9/2009 | Maverick - Heber City |  | 46.30 |  |  |
    | 0079 | Visa 0863 | 7/16/2009 | Mountainland One Stop-Heber |  | 58.80 |  |  |
    | 0079 | Visa 0863 | 7/22/2009 | Mountainland One Stop - Heber |  | 37.73 |  |  |
    | 0080 | Visa 0863 | 7/29/2009 | Smiths Fuel - Heber City |  | 37.89 |  |  |


    | 0080 | Visa 0863 | 8/6/2009 | Mountainland One Stop-Heber |  |  | 42.89 |  |  |
    | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
    | 0080 | Visa 0863 | 8/10/2009 | Mountainland One Stop - Heber |  |  | 39.79 |  |  |
    | 230570 | 138167 | 8/17/2009 | HEBER CITY |  |  | 35.82 |  |  |
    | 230570 | 138167 | 9/2/2009 | HEBER CITY |  |  | 40.86 |  |  |
    | 230570 | 138167 | 9/14/2009 | HEBER CITY |  |  | 31.70 |  |  |
    | 0081 | Visa 0863 | 9/17/2009 | Walkers - Heber City |  |  | 49.94 |  |  |
    | 0081 | Visa 0863 | 9/22/2009 | Mountainland One Stop - Heber |  |  | 58.85 |  |  |
    | 230570 | 138167 | 9/28/2009 | HEBER CITY |  |  | 41.46 |  | c |
    | 230570 | 138167 | 9/30/2009 | HEBER CITY |  |  | 26.16 |  | c |
    | 230570 | 138167 | 10/5/2009 | HEBER CITY |  |  | 32.47 |  |  |
    | 0082 | Visa 0863 | 10/8/2009 | Mountainland One Stop - Heber |  |  | 45.47 |  |  |
    | 0082 | Visa 0863 | 10/14/2009 | Mountainland One Stop - Heber |  |  | 70.90 |  |  |
    | 230570 | 138167 | 10/19/2009 | HEBER CITY |  |  | 37.22 |  |  |
    | 230570 | 138167 | 11/2/2009 | HEBER CITY |  |  | 43.99 |  |  |
    | 0083 | Visa 0863 | 11/11/2009 | Mountainland One Stop - Heber |  |  | 52.40 |  |  |
    | 0083 | Visa 0863 | 11/20/2009 | Mountainland One Stop - Heber |  |  | 54.73 |  |  |
    | 0084-85 | Visa 0863 | 12/1/2009 | Mountainland One Stop - Heber |  |  | 52.17 |  |  |
    | 0084-85 | Visa 0863 | 12/7/2009 | Mountainland One Stop - Heber |  |  | 53.21 |  |  |
    | 0084-85 | Visa 0863 | 12/14/2009 | Mountainland One Stop - Heber |  |  | 51.65 |  |  |
    | 0084-85 | Visa 0863 | 12/18/2009 | Mountainland One Stop - Heber |  |  | 55.78 |  |  |
    | 230570 | 138167 | 12/28/2009 | HEBER CITY |  |  | 45.80 |  |  |
    | 230570 | 138167 | 1/6/2010 | MOUNTAINLAND ONE STOP |  |  | 46.70 |  |  |
    | 0086-87 | Visa 0863 | 1/11/2010 | Mountainland One Stop - Heber |  |  | 57.84 |  |  |
    | 230570 | 138167 | 1/19/2010 | MOUNTAINLAND ONE STOP |  |  | 50.42 |  |  |
    | 230570 | 138167 | 1/26/2010 | MOUNTAINLAND ONE STOP |  |  | 41.43 |  |  |
    | 230570 | 138167 | 2/2/2010 | MOUNTAINLAND ONE STOP |  |  | 49.01 |  |  |
    | 230570 | 138167 | 2/10/2010 | MOUNTAINLAND ONE STOP |  |  | 44.41 |  |  |
    | 230570 | 138167 | 2/18/2010 | MOUNTAINLAND ONE STOP |  |  | 45.05 |  |  |
    | 230570 | 138167 | 2/25/2010 | MOUNTAINLAND ONE STOP |  |  | 54.65 |  |  |
    | 230570 | 138167 | 3/4/2010 | MOUNTAINLAND ONE STOP |  |  | 54.04 |  |  |
    | 230570 | 138167 | 3/10/2010 | MOUNTAINLAND ONE STOP |  |  | 41.77 |  |  |
    | 230570 | 138167 | 3/13/2010 | MOUNTAINLAND ONE STOP |  |  | 36.14 |  | $h$ |
    | 230570 | 138167 | 3/15/2010 | MAVERIK STORE \#402 Hurricane |  |  | 50.21 |  | $h$ |
    | 0090-91 | Visa 0863 | 3/17/2010 | Chevron - Cove Fort |  |  | 58.62 |  | h |
    | 230570 | 138167 | 3/22/2010 | MOUNTAINLAND ONE STOP |  |  | 49.80 |  |  |
    | 230570 | 138167 | 3/25/2010 | MOUNTAINLAND ONE STOP |  |  | 53.82 |  |  |
    | 230570 | 138167 | 3/31/2010 | MOUNTAINLAND ONE STOP |  |  | 47.80 |  |  |
    | 230570 | 138167 | 4/6/2010 | MOUNTAINLAND ONE STOP |  |  | 51.34 |  |  |
    | 230570 | 138167 | 4/21/2010 | MOUNTAINLAND ONE STOP |  |  | 62.78 |  |  |
    | 230570 | 138167 | 4/27/2010 | MOUNTAINLAND ONE STOP |  |  | 46.32 |  | c |
    | 230570 | 138167 | 4/29/2010 | MOUNTAINLAND ONE STOP |  |  | 30.92 |  | c |
    | 230570 | 138167 | 5/3/2010 | MOUNTAINLAND ONE STOP |  |  | 39.98 |  |  |
    | 230570 | 138167 | 5/12/2010 | MOUNTAINLAND ONE STOP |  |  | 49.50 |  |  |
    | 230570 | 138167 | 5/19/2010 | MOUNTAINLAND ONE STOP |  |  | 54.60 |  |  |
    | 230570 | 138167 | 5/24/2010 | MOUNTAINLAND ONE STOP |  |  | 38.64 |  |  |
    | 230570 | 138167 | 5/27/2010 | HEBER CITY \#631 |  |  | 43.54 |  |  |
    | 230570 | 138167 | 6/5/2010 | MOUNTAINLAND ONE STOP |  |  | 55.38 |  |  |


    | 230570 | 138167 | 6/15/2010 | MOUNTAINLAND ONE STOP |  |  | 59.47 |  |  |
    | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
    | 0098-99 | Visa 0863 | 7/5/2010 | Texaco - Heber City |  |  | 57.60 |  |  |
    | 230570 | 138167 | 7/12/2010 | MOUNTAINLAND ONE STOP |  |  | 39.58 |  |  |
    | 230570 | 138167 | 7/15/2010 | MOUNTAINLAND ONE STOP |  |  | 43.71 |  |  |
    | 230570 | 138167 | 7/21/2010 | MOUNTAINLAND ONE STOP |  |  | 47.43 |  |  |
    | 230570 | 138167 | 8/4/2010 | HEBER CITY \#631 |  |  | 48.71 |  |  |
    | 230570 | 138167 | 8/9/2010 | HEBER CITY \#631 |  |  | 45.72 |  |  |
    | 230570 | 138167 | 8/12/2010 | HEBER CITY \#631 |  |  | 59.14 |  |  |
    | 230570 | 138167 | 8/18/2010 | HEBER CITY \#631 |  |  | 35.58 |  | c |
    | 230570 | 138167 | 8/20/2010 | MOUNTAINLAND ONE STOP |  |  | 42.67 |  | $a$ |
    | 0100 | Visa 0863 | 8/20/2010 | Mountainland One Stop - Heber |  |  | 16.55 |  | a |
    | 230570 | 138167 | 8/25/2010 | HEBER CITY \#631 |  |  | 54.00 |  |  |
    | 230570 | 138167 | 8/30/2010 | HEBER CITY \#631 |  |  | 42.88 |  |  |
    | 230570 | 138167 | 9/2/2010 | HEBER CITY \#631 |  |  | 57.71 |  |  |
    | 230570 | 138167 | 9/13/2010 | HEBER CITY \#631 |  |  | 56.37 |  |  |
    | 230570 | 138167 | 9/16/2010 | HEBER CITY \#631 |  |  | 57.74 |  |  |
    | 230570 | 138167 | 9/21/2010 | HEBER CITV \#631 |  |  | 51.56 |  |  |
    | 230570 | 138167 | 9/28/2010 | HEBER CITY \#631 |  |  | 55.21 |  |  |
    | 230570 | 138167 | 10/5/2010 | HEBER CITY \#631 |  |  | 49.32 |  |  |
    | 230570 | 138167 | 10/12/2010 | HEBER CITY \#631 |  |  | 52.35 |  |  |
    | 230570 | 138167 | 10/20/2010 | MOUNTAINLAND ONE STOP |  |  | 51.67 |  |  |
    | 230570 | 138167 | 10/25/2010 | HEBER CITY \#631 |  |  | 45.02 |  |  |
    | 230570 | 138167 | 10/28/2010 | HEBER CITY \#631 |  |  | 46.55 |  |  |
    | 230570 | 138167 | 11/3/2010 | HEBER CITY \#631 |  |  | 72.31 |  |  |
    | 230570 | 138167 | 11/10/2010 | HEBER CITY \#631 |  |  | 51.00 |  |  |
    | 230570 | 138167 | 11/17/2010 | HEBER CITY \#631 |  |  | 53.19 |  |  |
    | 230570 | 138167 | 11/24/2010 | HEBER CITY \#631 |  |  | 43.08 |  |  |
    | 230570 | 138167 | 11/30/2010 | HEBER CITY \#631 |  |  | 48.51 |  |  |
    | 230570 | 138167 | 12/8/2010 | HEBER CITY \#631 |  |  | 49.71 |  |  |
    | 230570 | 138167 | 12/14/2010 | HEBER CITY \#631 |  |  | 48.26 |  |  |
    | 230570 | 138167 | 12/20/2010 | MOUNTAINLAND ONE STOP |  |  | 54.15 |  |  |
    | 230570 | 138167 | 12/27/2010 | HEBER CITY \#631 |  |  | 57.15 |  |  |
    | 230570 | 138167 | 1/4/2011 | HEBER CITY \#631 |  |  | 52.93 |  |  |
    | 230570 | 138167 | 1/10/2011 | HEBER CITY \#631 |  |  | 47.39 |  |  |
    | 230570 | 138167 | 1/14/2011 | HEBER CITV \#631 |  |  | 51.24 |  |  |
    | 230570 | 138167 | 1/22/2011 | HEBER CITY \#631 |  |  | 55.75 |  |  |
    | 230570 | 138167 | 1/26/2011 | HEBER CITY \#631 |  |  | 49.29 |  |  |
    | 230570 | 138167 | 2/1/2011 | HEBER CITY \#631 |  |  | 49.91 |  |  |
    | 230570 | 109489 | 2/14/2011 | HEBER CITY \#631 |  |  | 46.12 |  |  |
    | 0105 | Visa 0863 | 2/14/2011 | Walkers Heber City |  |  | 9.00 | * |  |
    | 230570 | 109489 | 2/18/2011 | HEBER CITY \#631 |  |  | 69.70 |  |  |
    | 230570 | 109489 | 3/3/2011 | HEBER CITY \#631 |  |  | 70.21 |  |  |
    | 0106 | Visa 0863 | 3/8/2011 | Smiths Fuel - Heber City |  |  | 92.00 |  | c |
    | 230570 | 109489 | 3/10/2011 | HEBER CITY \#631 |  |  | 80.64 |  | c |
    | 0106 | Visa 0863 | 3/16/2011 | Chevron - Beaver Ut |  |  | 93.20 |  |  |
    | 0106 | Visa 0863 | 3/22/2011 | Maverick - Heber City |  |  | 85.19 |  | d |
    | 0106 | Visa 0863 | 3/22/2011 | 7-Eleven Park City, UT |  |  | 22.49 |  | d |


    | JSSD-0049 | Cap One 25 | 3/23/2011 | Walkers - Heber City |  |  | 9.00 | + |  |  |
    | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
    | 230570 | 152580 | 3/30/2011 | HEBER CITY \#631 |  |  | 66.29 |  | $b$ |  |
    | 0107 | Visa 0863 | 3/31/2011 | Smiths Fuel - Heber City |  |  | 37.63 |  | $b$ |  |
    | 230570 | 152580 | 4/6/2011 | HEBER CITY \#631 |  |  | 70.26 |  |  |  |
    | 230570 | 152580 | 4/18/2011 | HEBER CITY \#631 | 4 |  | 57.04 |  |  |  |
    | 230570 | 152580 | 5/2/2011 | HEBER CITV \#631 |  |  | 81.37 |  |  |  |
    | 0108 | Visa 0863 | 5/2/2011 | Walkers - Heber City |  |  | $9.00$ | \# |  |  |
    | 230570 | 152580 | 5/9/2011 | HEBER CITV \#631 |  |  | 81.37 |  |  |  |
    | 230570 | 152580 | 5/16/2011 | HEBER CITY \#631 | $1{ }^{1}$ |  | (1) 86.99 |  |  |  |
    | 230570 | 152580 | 5/24/2011 | HEBER CITY \#631 |  |  | 85.96 |  |  |  |
    | 0109 | Visa 0863 | 6/1/2011 | Chevron - Park City |  |  | 52.71 |  |  |  |
    | 230570 | 152580 | 6/6/2011 | HEBER CITV \#631 |  |  | 80.45 |  |  |  |
    | 0109 | Visa 0863 | 6/8/2011 | Walkers Heber City |  |  | 9.00 | H |  |  |
    | JSSD 0051 | Cap One 25 | 6/14/2011 | 7 -Eleven Park City, UT |  |  | 19.31 |  | $b$ |  |
    | 230570 | 152580 | 6/15/2011 | HEBER CITY \#631 |  |  | 83.33 |  | $b$ |  |
    | 230570 | 152580 | 6/28/2011 | HEBER CITY \#631 |  |  | 62.23 |  |  |  |
    | 230570 | 152580 | 7/5/2011 | HEBER CITV \#631 |  |  | 68.75 |  |  |  |
    | 230570 | 152580 | 7/11/2011 | HEBER CITY \#631 |  |  | 51.15 |  |  |  |
    | 230570 | 152580 | 7/14/2011 | HEBER CITY \#631 |  |  | 71.40 |  |  |  |
    | JSSD-0053 | Cap One 25 | 7/14/2011 | Walkers - Heber City |  |  | 9.00 | t |  |  |
    | 230570 | 152580 | 8/1/2011 | HEBER CITY \#631 |  |  | 65.65 |  |  |  |
    | 230570 | 152580 | 8/12/2011 | HEBER CITY \#631 |  |  | 65.91 |  |  |  |
    | 230570 | 152580 | 8/22/2011 | HEBER CITY \#631 |  |  | 72.57 |  |  |  |
    | 0111 | Visa 0863 | 8/22/2011 | Walkers - Heber City |  |  | 9.00 | t |  |  |
    | 230570 | 152580 | 8/29/2011 | HEBER CITY \#631 |  |  | 89.86 |  |  |  |
    | 230570 | 152580 | 9/6/2011 | HEBER CITY \#631 |  |  | 59.59 |  |  |  |
    | 0112 | Visa 0863 | 9/6/2011 | Walkers-Heber City |  |  | 9.00 | 4 |  |  |
    | 230570 | 152580 | 9/13/2011 | HEBER CITY \#631 |  |  | 69.91 |  | e |  |
    | 230570 | 152580 | 9/14/2011 | HEBER CITY \#631 |  |  | 29.78 |  | e |  |
    | 0112 | Visa 0863 | 9/16/2011 | Chevron - Hurricane |  |  | 64.51 |  | $h$ |  |
    | 230570 | 152580 | 9/20/2011 | HEBER CITY \#631 |  |  | 69.27 |  |  |  |
    | 0112 | Visa 0863 | 9/20/2011 | Walkers - Heber City |  |  | 9.00 | \# |  |  |
    | 0112 | Visa 0863 | 9/26/2011 | Walkers - Heber City |  |  | 9.00 | 甘 |  |  |
    | 230570 | 152580 | 9/28/2011 | HEBER CITY \#631 |  |  | 67.00 |  |  |  |
    | 0113 | Visa 0863 | 9/30/2011. | Walkers - Heber City |  |  | 7.00 | b |  |  |
    | 230570 | 152580 | 10/3/2011 | HEBER CITY \#631 |  |  | 40.06 |  |  |  |
    | 230570 | 152580 | 10/10/2011 | HEBER CITY \#631 |  |  | 61.41 |  |  |  |
    | 230570 | 152580 | 10/19/2011 | HEBER CITY \#631 |  |  | 86.05 |  |  |  |
    | 230570 | 152580 | 10/26/2011 | HEBER CITY \#631 |  |  | 76.86 |  |  |  |
    | 0113 | Visa 0863 | 10/27/2011 | Maverick - Heber City |  |  | 5.81 | $\downarrow$ |  |  |
    | 0114 | Visa 0863 | 10/28/2011 | Maverick-Heber City |  |  | 6.24 | \# |  |  |
    | 230570 | 152580 | 11/1/2011 | HEBER CITY \#631 |  |  | 67.33 |  |  |  |
    | JSSD-0058 | Cap One 25 | 11/3/2011 | Maverick - Heber City |  |  | 6.24 | 4 |  |  |
    | 230570 | 152580 | 11/5/2011 | HEBER CITY \#631 |  |  | 79.47 |  |  |  |
    | 230570 | 152580 | 11/11/2011 | HEBER CITY \#631 |  |  | 64.32 |  |  |  |
    | 230570 | 152580 | 11/18/2011 | HEBER CITY \#631 |  |  | 79.19 |  |  |  |
    | 230570 | 152580 | 11/23/2011 | HEBER CITY \#631 |  |  | 36.76 |  |  |  |

    
    
    
    (Columns A-E are from 3JSSD8L-10)

    | Row Labels | Count of AMOUNT | Sum of AMOUNT2 | Sum of AMOUNT |
    | :--- | ---: | ---: | ---: | ---: |
    | a | 8 | 417.92 | $1.92 \%$ |
    | b | 24 | $1,422.81$ | $6.54 \%$ |
    | c | 47 | $2,193.75$ | $10.09 \%$ |
    | d | 14 | 673.99 | $3.10 \%$ |
    | e | 10 | 420.63 | $1.93 \%$ |
    | f | 4 | 230.77 | $1.06 \%$ |
    | h | 19 | $1,048.66$ | $4.82 \%$ |
    | (blank) | 277 | $15,332.63$ | $70.52 \%$ |
    | Grand Total | 403 | $21,741.16$ | $\mathbf{1 0 0 . 0 0 \%}$ |
    |  |  |  |  |
    | a d | 22 | $1,091.91$ | $5.02 \%$ |
    | be | 34 | $1,843.44$ | $8.48 \%$ |


    | Row Labels | Count of AMOUNT | Sum of AMOUNT2 |
    | :--- | :---: | ---: |
    | 109487 | 7 | 494.07 |
    | 109489 | 4 | 266.67 |
    | 109493 | 2 | 121.39 |
    | 138167 | 70 | $3,340.98$ |
    | 152580 | 97 | $6,656.60$ |
    | 166168 | 31 | $2,293.23$ |
    | Cap One 2520 | 10 | 206.58 |
    | Visa 0863 | 174 | $8,125.97$ |
    | Zion 5358 | 8 | 235.67 |
    | Grand Total | 403 | $\mathbf{2 1 , 7 4 1 . 1 6}$ |

    ## JORDANELLE SPECIAL SERVICE DISTRICT

    ## RESOLUTION NO. 2005-2

    A RESOLUTION ADOPTING A POLICY THE JORDANELLE SPECIAL SERVICE DISTRICT VEHICLE USE POLICY; AND RELATED MATTERS.

    ## RECTTALS

    WHEREAS, the Jordanelle Special Service District is responsible for the provision of water and wastewater services within the boundaries of the District; and

    WHEREAS; it is in the best interest of the District to provide District vehicles to employees as necessary to accomplish the purposes of the District; and

    WHEREAS, it is in the best interests of the District to adopt a vehicle use policy to govem the use of District vehicles.

    NOW THEREFORE, IT IS HEREBY RESOLVED, by the Governing Board of the Jordanelle Special Service District, (hereinafter referred to as the "District"), that:

    The attached District Vehicle Use policy is hereby adopted and shall take effect immediately.
    DATED this $11^{\text {th }}$ day of January, 2005.

    $$
    \text { Attest: } \text { Onat (anais }
    $$

    Jordanelld Special Service District Clerk
    

    ## JORDANELLE SPECIAL SERYICE DISTRICT

    ## DISTRICT VEHICLE USE POLICY

    DATE: January 11,2005
    RE: Use of District Vehicles.
    PURPOSE: To provide regulations goveming the care and use of District vehicles.
    The Administrative Control Board of the Jordanelle Special Service District hereby adopts the following policy regarding the use of District Vehicles.

    Vehicle Use Policy

    1. Use of Jordanelle Special Service District Vehicles:
    a. The District is in the business of providing water and sewer services to its retail and wholesale customers 24 hours a day. To enable the District to respond timely to both routine hour and after-hour emergencies, calls for assistance, and to maintain the District's water and sewer systems, the District provides use of a limited number of vehicles to cmployees. The District also provides the use of vehicles to employees who are in geographically strategic positions and who are trained to respond to emergencies or catastrophic system failure. The District also provides the use of vehicles to employees who are required to attend meetings during work, after or near the end of work, or in locations far from the routine work station, as well as employees who perform inspections at remote locations as part of their job function. The vehicles provided to employees should be suitable for the requirements of the employee's position based on a number of considerations, including but not limited to: locale, terrain, weather, job assignment, the need to have different types and sizes of District equipment, towing capacity, and passenger accommodation.
    b. The manager, under the direction of the Board, shall have discretion, based on the considerations and objectives set forth in this policy, and on any other relevant factors, to select both those employecs who may use a District vehicle to commute to and from work and the type of vehicle best suited to each employee so designated.
    c. Unless the Board determines otherwise, use of a District vehicle is not part of the compensation for an employment position. No employee has the right to the use
    of a District Vehicle. Vehicles may be re-assigned at any time.
    2. Personal Use:
    a. District Vehicles may be used only for District business. Vehicles may not be used for personal purposes other than for authorized commuting or de minimus personal use (such as a stop for a personal errand on the way between business deliveries or assiguments).
    3. Markings and Emergency Lights:
    a. Unless otherwise provided by the Board, all District Vehicles will be clearly marked on both sides with decals or with special painting identifying the vehicles as property of the District, and shall have license plates displaying the EX symbol.
    b. As directed by the manager, certain District Vehicles shall be equipped with yellow emergency lights, traffic cones and other emergency equipment.
    4. Use of personal vehicles for District business:
    a. Employees are encouraged to use District-owned vehicles when conducting District business. If a District-owned vehicle is not available or it is not practicable to use one, then the employee may use his/her personal vehicle provided the employee received specific authorization from his/ler supervisor. An employee will be compensated for the use of a private vehicle at the rate per mile then allowed by the Intemal Revenue Service. This compensation represents the employee's compensation for all costs including gas, maintenance, wear and tear, insurance and capital investment.
    b. If an accident occurs, employees are required to contact their immediate supervisor and the appropriate police agency immediately. The supervisor will assist the employee in providing necessary information to law enforcement and insurance company representatives.
    5. Conduct:
    a. An employee shall use safety restraints as required by law when in any notor vehicle on District business.
    b. An employee operating any motor vebicle on District business shall:
    i. Exercise reasomable care by obeying all traffic signals and laws.
    ii. Be a courteous and responsible driver.
    c. An employee operating a District Vehicle shall maintain at the time a valid Utah
    driver's license. In the event an employee's license is suspended or revoked or otherwise rendered invalid, the employee shall report the suspension, revocation or invalidity to the employee's supervisor. An employee shall also report to his/her supervisor 1) any conviction for driving under the influence of alcohol or controlled substance, and 2) any conviction for speeding during the scope of employment. All reports required by this policy shall be made within one working day after the suspension, revocation, invalidity, or conviction as the case may be. The supervisor shall, in tum, notify the manager within one working day of receiving the employee's report. The failure of an employee to report the suspension, revocation, invalidity or conviction shall be grounds for termination or other disciplinary action. Loss or suspension of driver's license when driving is an integral part of employee's job may result in termination or other disciplinary action.
    6. Accidents or other incidents involving District Vehicles: The manager shall consult with the insurance provider and develop specific information for each vehicle which shall describe the steps that are to be taken by the driver in the event of an accident. All accidents involving District vehicles shall be immediately reported to the employee's supervisor, the District manager, and the appropriate police agency.
    7. Fuel and maintenance purchases:
    a. Employees who have been issued a District Vehicle are authorized to purchase fuel for that vehicle only. Every effort shall be made to purchase fuel in the most cost efficient manner possible. The District shall provide a GasCard for each District Velicle, which shall be used whenever practicable/for the purchase of fuel and minor, vehicle-related expenses. Under no circumstances shall any employee of the District use a District GasCard, or otherwise charge fuel for any vehicle that $y$ is not District-owned.
    b. Employees shall be provided with a form on which fuel purchases shall be recorded. Each District Vehicle shall keep the fuel record in the vebicle and the employee or employees who is/are assigned that District Vehicle shall be responsible for filling out the fuel record. Fuel records shall be signed by the employee(s) when the form is full, and shall be tumed in to the supervisor. Fuel records shall be maintained by the District for one (1) year.
    c. Charging the District for fuel purchases for vehicles that are not District-owned shall be grounds for termination or other disciplinary action.

    ## 8. Commercial Driver's License:

    Some of the District Vehicles require a Commercial Driver's License to operate on the road. No District employce shall operate a vehicle requiring a Commercial Driver's License on the roads of the State of Utah unless they have a valid Commercial Driver's License.

    ## 9. Failmre to follow District Vehicle Use Policy:

    Failure to follow the District Vehicle Use Policy shall be grounds for temination or other disciplinary action.
    10. Miscellaneous:
    a. Each employee who is issued a District-owned vehicle is responsible for keeping the District Vehicle in a clean, neat and orderly state. Employees who are issued a District Vehicle are also responsible for insuring that the oil and other fluids are checked and changed as required on a regular basis as recommended for that vehicle. An employee's supervisor shall provide the locations where oil changes may be charged to the District for District Vehicles. Failure to properly care for District Vehicles may be grounds for disciplinary action.
    b. Maintenance or repairs other than oil changes shall be pre-approved by the employee's supervisor. No maintenance or repair shall be charged for any vehicle that is not owned by the District. An employee's supervisor shall provide the locations where maintenance and/or repairs may be charged to the District for District Vehicles.
    c. Accidents, or other incidents that cause damage to a District Vehicle, or incidents in which a District Vehicle causes damage to another vehicle or other property, shall be reported to the employee's supervisor immediately. An accident report form shall be filled out by the employee and tumed over to the employee's supervisor within one (1) working day after the accident or other incident involving a District Vehicle.
    d. The District shall maintain insurance on all District Vehicles as required by law.
    e. Once the manager delermines that a District Vehicle is no longer needed by the District, or is economically infeasible to retain, the District Vehicle shall be used as a trade-in, where appropriate, or shall be sold or disposed of as surplus property according to the District Surplus Property Policy.
    f. The provisions of this Policy are severable. If any of the provisions of this Policy are detemined by appropriate legal authority to be invalid or unenforceable for whatever reason, the remainder of the provisions shall remain in full force and effect.
    11. Exceptions: Requests for exceptions to any portion of the District Vehicle Use Policy shall be referred to the Administrative Control Board.
    $\square$

    ## JORDANELLE SPECIAL SERVICE DISTRICT

    ## RESOLUTION NO. 2005-06

    A RESOLUTION ADOPTING A POLICY REGARDING THE FUELING OF DISTRICT VEHICLES; AND RELATED MATTERS.

    ## RECITALS

    WHEREAS, the Jordanelle Special Service District is responsible for the provision of water and wastewater services within the boundaries of the District; and

    WHEREAS, it is in the best interest of the District to provide District vehicles to employees as necessary to accomplish the purposes of the District; and

    WHEREAS, it is in the best interests of the District to adopt a vehicle fueling policy to govern the use of District vehicles.

    NOW THEREFORE, IT IS HEREBY RESOLVED, by the Governing Board of the Jordanelle Special Service District, (hereinafter referred to as the "District"), that:

    The attached policy regarding the fueling of District vehicles is hereby adopted and shall take effect immediately.

    DATED this $9^{\text {th }}$ day of August, 2005.
    

    Jordanelile Special Service District Clerk

    ## JORDANELLE SPRCIAL SERVICE DISTRICT

    DISTRICT FUEL POLICY

    DATE: August 9, 2005
    RE: Fueling District Vehicles.
    PURPOSE: To provide regulations governing the fueling of District vehicles.
    The Administrative Control Board of the Jordanelle Special Service District hereby adopts the following policy regarding the fueling of District Vehicles.

    ## Vehicle Fueling Policy

    1. Fuel purchases:
    
    a. The District shail provide a GasCard for each District Velicle, which shall be used for the purchase of fuel and minor, vehicle-related expenses. Unider no citcumstances shall any employee of the District use a District GasCard, or otherwise charge fuel for any vehicle that is not District-owned.
    b. Employees shall be provided with a form on which fuel purchases shall be recorded. Each District Vehicle shall keep the fuel record in the vehicle and the employee or employees who is/are assigned that District Vehicle shall be responsible for filling out the fuel record. Fuel records shall be signed by the employee(s) when the form is full, and shall be turned in to the supervisor. Fuel records shall be maintained by the District for one (1) year.
    c. Charging the District for fuel purchases for vehicles that are not District-owned shall be grounds for termination or other disciplinary action.
    d. The District shall not maintain a charge account with any commercial establishment for the purchase of fuel with the exception of Diesel purchased for on-site needs by a supervisor via the Reinhart Oil or other similar account. Employees may not charge fuel purchases to any charge account.
    e. In the event of an emergency, specifically, when a GasCard fueling station cannot be located or when the GasCard does not work, the employee shall be authorized to purchase fuel on an as-needed basis by any practicable means. The receipt for
    such purchase shall be turned into the employee's supervisor within two (2) working days of the date of purchase. The supervisor shall take immediate steps to contect the problem and shall report the fuel purchase to the District Manager. Employees shall be rembursed for all fuel costs incurred pursuant to this paragraph.
    2. Failure to follow District Vehicle Fueling Policy:

    Failure to follow the District Vehicle Fueling Policy shall be grounds for termination or other disciplinary action.
    3. Miscellaneous:
    a. The provisions of this Policy are severable. If any of the provisions of this Policy are determined by appropriate legal authority to be invalid or unenforceable for whatever reason, the remainder of the provisions shall remain in full force and effect.
    b. To the extent any provisions of this Policy conflict with any other District Policy regarding fuel purchases, the more specific Policy shall govern.
    4. Exceptions: Requests for exceptions to any portion of the District Vehicle Fueling Policy shall be referred to the Administrative Control Board.
    5. Effective Date: This policy shall take effect immediately upon passage by the Board.

    DATED this $\qquad$ day of $\qquad$ 2005.

    ## Board Chairman

    ATTEST:

    District Clerk

    ## JORDANELLE SPECLAL SERVICE DISTRICT

    ## RESOLUTLON NO. 2005-17

    ## A RESOLUTION ADOPTING A POLICY REGARDING THE PURCEASE OF DISTRICT YEHICLES; AND RELATED MATTERS.

    ## RECITALS

    WHEREAS, the Jordanelle Special Service District is responsible for the provision of water and wastewater services within the boundaries of the District; and

    WHEREAS, it is in the best interest of the District to provide District vehicles to employees as necessary to accomplish the purposes of the District; and

    WHEREAS, it is in the best interests of the District to adopt a policy goveming the purchase, trade-in, maintenance and retention of District vehicles in order to provide a fleet of vehicles for District use in a cost-effective and efficient manner; and

    WHEREAS, the District has determined that in most cases, it is cost efficient to trade in District vehicles in a manner similar to the Wasatch County Sheriff's office, other County departments and a majority of municipal fleets.

    NOW THEREFORE, IT IS HEREBY RESOLVED, by the Governing Board of the Jordanelle Special Service District, (hereinafter referred to as the 'District'), that:

    The attached policy regarding the purchase, trade-in, maintenange and retention of District vehicles of District vehicles is hereby adopted and shall take effect ingmediately.

    DATED this $11^{\text {th }}$ day of October, 2005.
    

    Caiman, Administrative Control Board Jordanelle Special Service District
    Attest:
    $\overline{\text { Jordanelle Special Service District Clerk }}$

    ## JORDANELLE SPECIAL SERVICE DISTRICT

    ## DISTRICT VEHICLE PURCHASE POLICY

    DATE: October 11, 2005
    RE: Purchase, Lease, Maintenance and Trade-in of District Vehicles.
    PURPOSE: To provide regulations governing the acquisition, maintenance and trade-in of District vehicles.

    The Administrative Control Board of the Jordanelle Special Service District hereby adopts the following policy regarding the acquisition, maintenance and trade-in of District Vehicles.

    ## Vehicle Acquisition Policy

    1. Purpose of Jordanelle Special Service District Vehicles:
    a. As set forth in the Jordanelle Special Service District Velucle Use Policy, the District is in the business of providing water and sewer services to its retail and wholesale customers 24 hours a day. To enable the District to respond timely to both routine hour and after-hour emergencies, calls for assistance, and to maintain the District's water and sewer systems, the District provides use of a limited number of vehicles to employees. The District also provides the use of vehicles to employees who are in geographically strategic positions and who are trained to respond to emergencies or catastrophic system failure. The District also provides the use of vehicles to employees who are required to attend meetings during work, after or near the end of work, or in locations far from the routine work station, as well as employees who perform inspections at remote locations as part of their job function. The vehicles provided to employees should be suitable for the requirements of the employee's position based on a number of considerations, including but not limited to: locale, terrain, weather, job assigoment, the need to have different types and sizes of District equipment, towing capacity, and passenger accommodation.

    The Board has determined that it is in the best interest of the District to insure that the Jordanelle Special Service District vehicle fleet operate property, be dependable and look clean and neat. It is also the purpose of the District to maintain the District fleet in an economical and efficient manner. In order to further promote these goals, the District has determined to adopt a fleet policy that
    is similar to other governmental entities, whereby District Vehicles are generally replaced on a regular basis.
    2. Replacement of District Vehicles:
    
    a. Unless otherwise deermined by the manager, District vehicles shall be traded-in, or sold every 明 (2 $^{2}$ ) years. The manager shall look at the condition of the vehicle, the trade-in amount offered by a Dealer, and the use to which the vehicle is put by the District, and determine if and when a vehicle should be traded or sold.
    b. The manager is encouraged to buy vehicles locally where possible, as long as the local dealers are competitive in price and service with State contracts.
    c. The vehicle purchased shall meet the requirements of the District, according to the specific use intended for the vehicle, and the provisions of this policy.
    3. Effective Date: This policy shall take effect inmediately upon passage by the Board.

    DATED this $\qquad$ day of $\qquad$ , 2005.

    Board Chaiman

    ATTEST:

    District Clerk

    Publication 15-8

    ## Employer's Tax Guide to Fringe Benefits

    For use in 2014> Cel forme and other furomalom laster and eatiler by
    > intemel at IRS.gov
    

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    ## Future Developments

    For the latest information about developments related to Publication 15-B, such as legislation enacted after it was published, go to www.irs gov/pub15b.

    ## What's New

    Cents-per-mile rule. The business mileage rate for 2014 is 56 cents per mile. You may use this rate to reimburse an employee for business use of a personal vehicle, and under certain conditions, you may use the rate under the
    cents-per-mile rule to value the personal use of a vehicle you provide to an employee. See Cents-Per-Mile Rule in section 3.
    Qualified parking exclusion and commuter transportation benefit. For 2014, the monthly exclusion for qualified parking is $\$ 250$ and the monthly exclusion for commuter highway vehicle transportation and transit passes is \$130. See Qualified Transportation Benefits in section 2.
    Same-sex Marriage For federal tax purposes, individuals of the same sex are considered married if they were lawfully married in a state (or foreign country) whose laws authorize the marriage of two individuals of the same sex, even if the state (or foreign country) in which they now live does not recognize same-sex marriage. For more information, see Revenue Ruling 2013-17, 2013-38 I.R.B. 201, available at www.irs.gov/irb/2013-38 IRB/ar07.html. Notice 2013-61 provides special administrative procedures for employers to make claims for refund or adjustments of overpayments of social security and Medicare taxes with respect to certain same-sex spouse benefits before expiration of the period of limitations. Notice 2013-61, 2013-44 I.R.B. 432, is available at www.irs.gov/irb/2013-44 IRB/ ario. html.
    Recent changes to certain rules for cafeteria plans. Notice 2013-71, 2013-47 I.R.B. 532, available at www.irs.gov/irb/2013-47 IRB/ar10.html, discusses recent changes to the "use-or-lose" rule for health flexible spending arrangements (FSAs) and clarifies the transitional rule for 2013-2014 non-calendar year salary reduction elections. See Notice 2013-71 for details on these changes.

    ## Reminders

    $\$ 2,500$ limit on a health iflexible spending arrangement (FSA). For plan years beginning after December 31, 2012, a cafeteria plan may not allow an employee to request salary reduction contributions for a health FSA in excess of $\$ 2,500$. For plan years beginning after December 31, 2013, the limit is unchanged at $\$ 2,500$. For more information, see Cafeteria Plans in section 1.
    Additional Medicare Tax withholding. In addition to withholding Medicare tax at $1.45 \%$, you must withhold a $0.9 \%$ Additional Medicare Tax from wages you pay to an employee in excess of $\$ 200,000$ in a calendar year. You are required to begin withholding Additional Medicare Tax in the pay period in which you pay wages in excess of $\$ 200,000$ to an employee and continue to withhold it each pay period until the end of the calendar year. Additional Medicare Tax is only imposed on the employee. There is no employer share of Additional Medicare Tax. All wages that are subject to Medicare tax are subject to Additional Medicare Tax withholding if paid in excess of the $\$ 200,000$ withholding threshold. Unless otherwise noted, references to Medicare tax include Additional Medicare Tax.

    For more information on what wages are subject to Medicare tax, see Table 2-1, later, and the chart, Special Rules for Various Types of Services and Payments, in section 15 of Publication 15, (Circular E), Employer's Tax

    Guide. For more information on Additional Medicare Tax, visit IRS.gov and enter "Additional Medicare Tax" in the search box.
    Photographs of missing children. The IRS is a proud partner with the National Center for Missing and Exploited Children. Photographs of missing children selected by the Center may appear in this publication on pages that would otherwise be blank. You can help bring these children home by looking at the photographs and calling $1-800-T H E-L O S T$ ( $1-800-843-5678$ ) if you recognize a child.

    ## Introduction

    This publication supplements Publication 15 (Circular E), Employer's Tax Guide, and Publication 15-A, Employer's Supplemental Tax Guide. It contains information for employers on the employment tax treatment of fringe benefits.

    Comments and suggestions. We welcome your comments about this publication and your suggestions for future editions.

    You can write to us at the following address:

    ## Internal Revenue Service

    Tax Forms and Publications Division
    1111 Constitution Ave. NW, IR-6526
    Washington, DC 20224
    We respond to many letters by telephone. Therefore, it would be helpful if you would include your daytime phone number, including the area code, in your correspondence.

    You can also send us comments from www.irs.gov/ formspubs. Click on More Information and then click on Comment on Tax Forms and Publications.

    Although we cannot respond individually to each comment received, we do appreciate your feedback and will consider your comments as we revise our tax products.

    ## 1. Fringe Benefit Overview

    A fringe benefit is a form of pay for the performance of services. For example, you provide an employee with a fringe benefit when you allow the employee to use a business vehicle to commute to and from work.

    Performance of services. A person who performs services for you does not have to be your employee. A person may perform services for you as an independent contractor, partner, or director. Also, for fringe benefit purposes, treat a person who agrees not to perform services (such as under a covenant not to compete) as performing services.

    Provider of benefit. You are the provider of a fringe benefit if it is provided for services performed for you. You are considered the provider of a fringe benefit even if a third party, such as your client or customer, provides the
    benefit to your employee for services the employee performs for you, For example, if, in exchange for goods or services, your customer provides day care services as a fringe benefit to your employees for services they provide for you as their employer, then you are the provider of this fringe benefit even though the customer is actually providing the day care.

    Recipient of benefit. The person who performs services for you is considered the recipient of a fringe benefit provided for those services. That person may be considered the recipient even if the benefit is provided to someone who did not perform services for you. For example, your employee may be the recipient of a fringe benefit you provide to a member of the employee's family.

    ## Are Fringe Benefits Taxable?

    Any fringe benefit you provide is taxable and must be included in the recipient's pay unless the law specifically excludes it. Section 2 discusses the exclusions that apply to certain fringe benefits. Any benefit not excluded under the rules discussed in section 2 is taxable.

    Including taxable benefits in pay. You must include in a recipient's pay the amount by which the value of a fringe benefit is more than the sum of the following amounts.

    - Any amount the law excludes from pay.
    - Any amount the recipient paid for the benefit.

    The rules used to determine the value of a fringe benefit are discussed in section 3 .

    If the recipient of a taxable fringe benefit is your employee, the benefit is subject to employment taxes and must be reported on Form W-2, Wage and Tax Statement. However, you can use special rules to withhold, deposit, and report the employment taxes. These rules are discussed in section 4.

    If the recipient of a taxable fringe benefit is not your employee, the benefit is not subject to employment taxes. However, you may have to report the benefit on one of the following information returns.

    | If the reciplent <br> receives the benefit <br> as: | Use: |
    | :--- | :--- |$|$| An independent |
    | :--- | :--- |
    | contractor |$\quad$ Form 1099-MISC, Miscellaneous Income,$~$| Schedule K-1 (Form 1065), Partner's |
    | :--- |
    | Share of Income, Deductions, Credits, |
    | A partner |
    | etc. |

    For more information, see the instructions for the forms listed above.

    ## Cafeteria Plans

    A cafeteria plan, including a flexible spending arrangement, is a written plan that allows your employees to choose between receiving cash or taxable benefits
    instead of certain qualified benefits for which the law provides an exclusion from wages. If an employee chooses to receive a qualified benefit under the plan, the fact that the employee could have received cash or a taxable benefit instead will not make the qualified benefit taxable.

    Generally, a cafeteria plan does not include any plan that offers a benefit that defers pay. However, a cafeteria plan can include a qualified $401(\mathrm{k})$ plan as a benefit. Also, certain life insurance plans maintained by educational institutions can be offered as a benefit even though they defer pay.
    Qualified benefits. A cafeteria plan can include the following benefits discussed in section 2.

    - Accident and health benefits (but not Archer medical savings accounts (Archer MSAs) or long-term care insurance).
    - Adoption assistance.
    - Dependent care assistance.
    - Group-term life insurance coverage (including costs that cannot be excluded from wages).
    - Health savings accounts (HSAs). Distributions from an HSA may be used to pay eligible long-term care insurance premiums or qualified long-term care services.

    Benefits not allowed. A cafeteria plan cannot include the following benefits discussed in section 2.

    - Archer MSAs. See Accident and Health Benefits in section 2.
    - Athletic facilities.
    - De minimis (minimal) benefits.
    - Educational assistance.
    - Employee discounts.
    - Employer-provided cell phones.
    - Lodging on your business premises.
    - Meals.
    - Moving expense reimbursements.
    - No-additional-cost services.
    - Transportation (commuting) benefits.
    - Tuition reduction.
    - Working condition benefits.

    It also cannot include scholarships or fellowships (discussed in Publication 970, Tax Benefits for Education).
    \$2,500 limit on a health flexible spending arrangement (FSA). For plan years beginning after December 31, 2012, a cafeteria plan may not allow an employee to request salary reduction contributions for a health FSA in
    excess of $\$ 2,500$. For plan years beginning after December 31,2013 , the limit is unchanged at $\$ 2,500$.

    A cafeteria plan offering a health FSA must be amended to specify the $\$ 2,500$ limit (or any lower limit set by the employer). While cafeteria plans generally must be amended on a prospective basis, an amendment that is adopted on or before December 31, 2014, may be made effective retroactively, provided that in operation the cafeteria plan meets the limit for plan years beginning after December 31, 2012. A cafeteria plan that does not limit health FSA contributions to the dollar limit is not a cafeteria plan and all benefits offered under the plan are includible in the employee's gross income.

    For more information, see Notice 2012-40, 2012-26 I.R.B. 1046, available at www.irs.gov/irb/2012-26 IRB/ aro9. html.

    Employee. For these plans, treat the following individuals as employees.

    - A current common-law employee. See section 2 in Publication 15 (Circular E) for more information.
    - A full-time life insurance agent who is a current statutory employee.
    - A leased employee who has provided services to you on a substantially full-time basis for at least a year if the services are performed under your primary direction or control.
    Exception for $S$ corporation shareholders. Do not treat a $2 \%$ shareholder of an $S$ corporation as an employee of the corporation for this purpose. A $2 \%$ shareholder for this purpose is someone who directly or indirectly owns (at any time during the year) more than $2 \%$ of the corporation's stock or stock with more than $2 \%$ of the voting power. Treat a $2 \%$ shareholder as you would a partner in a partnership for fringe benefit purposes, but do not treat the benefit as a reduction in distributions to the $2 \%$ shareholder.

    Plans that favor highly compensated employees. If your plan favors highly compensated employees as to eligibility to participate, contributions, or benefits, you must include in their wages the value of taxable benefits they could have selected. A plan you maintain under a collective bargaining agreement does not favor highly compensated employees.

    A highly compensated employee for this purpose is any of the following employees.

    1. An officer.
    2. A shareholder who owns more than $5 \%$ of the voting power or value of all classes of the employer's stock.
    3. An employee who is highly compensated based on the facts and circumstances.
    4. A spouse or dependent of a person described in (1), (2), or (3).

    Plans that favor key employees. If your plan favors key employees, you must include in their wages the value of taxable benefits they could have selected. A plan favors
    key employees if more than $25 \%$ of the total of the nontaxable benefits you provide for all employees under the plan go to key employees. However, a plan you maintain under a collective bargaining agreement does not favor key employees.

    A key employee during 2014 is generally an employee who is either of the following.

    1. An officer having annual pay of more than $\$ 170,000$.
    2. An employee who for 2014 is either of the following.
    a. A $5 \%$ owner of your business.
    b. A $1 \%$ owner of your business whose annual pay was more than $\$ 150,000$.

    ## Simple Cafeteria Plans

    Eligible employers meeting contribution requirements and eligibility and participation requirements can establish a simple cafeteria plan. Simple cafeteria plans are treated as meeting the nondiscrimination requirements of a cafeteria plan and certain benefits under a cafeteria plan.

    Eligible employer. You are an eligible employer if you employ an average of 100 or fewer employees during either of the 2 preceding years. If your business was not in existence throughout the preceding year, you are eligible if you reasonably expect to employ an average of 100 or fewer employees in the current year. If you establish a simple cafeteria plan in a year that you employ an average of 100 or fewer employees, you are considered an eligible employer for any subsequent year as long as you do not employ an average of 200 or more employees in a subsequent year.

    Eligibility and participation requirements. These requirements are met if all employees who had at least 1,000 hours of service for the preceding plan year are eligible to participate and each employee eligible to participate in the plan may elect any benefit available under the plan. You may elect to exclude from the plan employees who:

    1. Are under age 21 before the close of the plan year,
    2. Have less than 1 year of service with you as of any day during the plan year,
    3. Are covered under a collective bargaining agreement, or
    4. Are nonresident aliens working outside the United States whose income did not come from a U.S. source.

    Contribution requirements. You must make a contribution to provide qualified benefits on behalf of each qualified employee in an amount equal to:

    1. A uniform percentage (not less than $2 \%$ ) of the employee's compensation for the plan year, or
    2. An amount which is at least $6 \%$ of the employee's compensation for the plan year or twice the amount of
    the salary reduction contributions of each qualified employee, whichever is less.

    If the contribution requirements are met using option (2), the rate of contribution to any salary reduction contribution of a highly compensated or key employee can not be greater than the rate of contribution to any other employee.

    More information. For more information about cafeteria plans, see section 125 of the Internal Revenue Code and its regulations.

    ## 2. Fringe Benefit Exclusion Rules

    This section discusses the exclusion rules that apply to fringe benefits. These rules exclude all or part of the value of certain benefits from the recipient's pay.

    The excluded benefits are not subject to federal income tax withholding. Also, in most cases, they are not subject to social security, Medicare, or federal unemployment (FUTA) tax and are not reported on Form W-2.

    This section discusses the exclusion rules for the following fringe benefits.

    - Accident and health benefits.
    - Achievement awards.
    - Adoption assistance.
    - Athletic facilities.
    - De minimis (minimal) benefits.
    - Dependent care assistance.
    - Educational assistance.
    - Employee discounts.
    - Employee stock options.
    - Employer-provided cell phones.
    - Group-term life insurance coverage.
    - Health savings accounts (HSAs).
    - Lodging on your business premises.
    - Meals.
    - Moving expense reimbursements.
    - No-additional-cost services.
    - Retirement planning services.
    - Transportation (commuting) benefits.
    - Tuition reduction.
    - Working condition benefits.

    See Table 2-1, later, for an overview of the employment tax treatment of these benefits.

    ## Accident and Health Benefits

    This exclusion applies to contributions you make to an accident or health plan for an employee, including the following.

    - Contributions to the cost of accident or health insurance including qualified long-term care insurance.
    - Contributions to a separate trust or fund that directly or through insurance provides accident or health benefits.
    - Contributions to Archer MSAs or health savings accounts (discussed in Publication 969, Health Savings Accounts and Other Tax-Favored Health Plans).

    This exclusion also applies to payments you directly or indirectly make to an employee under an accident or health plan for employees that are either of the following.

    - Payments or reimbursements of medical expenses.
    - Payments for specific injuries or illnesses (such as the loss of the use of an arm orleg). The payments must be figured without regard to any period of absence from work.

    Accident or health plan. This is an arrangement that provides benefits for your employees, their spouses, their dependents, and their children (under age 27) in the event of personal injury or sickness. The plan may be insured or noninsured and does not need to be in writing.

    Employee. For this exclusion, treat the following individuals as employees.

    - A current common-law employee.
    - A full-time life insurance agent who is a current statutory employee.
    - A retired employee.
    - A former employee you maintain coverage for based on the employment relationship.
    - A widow or widower of an individual who died while an employee.
    - A widow or widower of a retired employee.
    - For the exclusion of contributions to an accident or health plan, a leased employee who has provided services to you on a substantially full-time basis for at least a year if the services are performed under your primary direction or control.
    Special rule for certain government plans. For certain government accident and health plans, payments to a deceased plan participant's beneficiary may qualify for the exclusion from gross income if the other requirements for exclusion are met. See section 105(j) for details.

    Table 2-1. Special Rules for Various Types of Fringe Benefits (For more information, see the full discussion in this section.)

    | Treatment Under Employment Taxes |  |  |  |
    | :---: | :---: | :---: | :---: |
    | Type of Fringe Benefit | Income Tax Withholding | Social Security and Medicare (including Additional Medicare Tax when wages are paid in excess af $\$ 200,000$ ) | Federal Unemployment (FUTA) |
    | Accident and health benefits | Exempt ${ }^{1,2}$, except for long-term care benefits provided through a flexible spending or similar arrangement. | Exempt, except for certain payments to $S$ corporation employees who are $2 \%$ shareholders. | Exempt |
    | Achievement awards | Exempt ${ }^{4}$ up to $\$ 1,600$ for qualfied plan awards ( $\$ 400$ for nonqualified awards). |  |  |
    | Adoption assistance | Exempt ${ }^{1,3}$ | Taxable | Taxable |
    | Athletic facilitles | Exempt if substantially all use during the calendar year is by employees, their spouses, and their dependent children and the facility is operated by the employer on premises owned or leased by the employer. |  |  |
    | De minimis (minimal) benefits | Exempt | Exempt | Exempt |
    | Dependent care assistance | Exempt ${ }^{3}$ up to certain limits, $\$ 5,000$ ( $\$ 2,500$ for married employee filing separate return). |  |  |
    | Educational assistance | Exempt up to \$5,250 of benefits each year. (See Educational Assistance, later in this section.) |  |  |
    | Employee discounts | Exempt ${ }^{3}$ up to certain limits. (See Employee Discounts, later in this section.) |  |  |
    | Employee stock options | See Emolovee Stock Options, later in this section. |  |  |
    | Employer-provided cell phones | Exempt if provided primarily for noncompensatory business purposes. |  |  |
    | Group-term life insurance coverage | Exempt | Exempt ${ }^{14,4}$ up to cost of $\$ 50,000$ of coverage. (Special rules apply to former employees.) | Exempt |
    | Health savings accounts (HSAs) | Exempt for qualified individuals up to the HSA contribution limits. (See Health Savings Accounts, later in this section.) |  |  |
    | Lodging on your business premises | Exempt ${ }^{1}$ if furnished for your convenience as a condition of employment. |  |  |
    | Meals | Exempt if furnished on your business premises for your convenience. |  |  |
    |  | Exempt if de minimis. |  |  |
    | Moving expense reimbursements | Exempt ${ }^{1}$ if expenses would be deductible if the emplayee had paid them. |  |  |
    | No-additional-cost services | Exempt ${ }^{3}$ | Exempt ${ }^{3}$ | Exempt ${ }^{3}$ |
    | Retirement planning services | Exempt ${ }^{5}$ | Exempt ${ }^{5}$ | Exempt ${ }^{5}$ |
    | Transportation (commuting) benefits | Fxempt ${ }^{1}$ up to certain limits if for rides in a commuter highway vehicle and/or transit passes ( $\$ 130$ ), qualified parking ( $\$ 250$ ), or qualified bicycle commuting reimbursement ${ }^{6}(\$ 20)$. (See Transportation (Commuting) Benefits, later in this section.) |  |  |
    |  | Exempt if de minimis. |  |  |
    | Tutition reduction | Exempt if for undergraduate education (or graduate education if the employee performs teaching or research activities). |  |  |
    | Working condition benefits | Exempt | Exempt | Exempt |
    | ${ }^{1}$ Exemption does not apply to $S$ corporation employees who are $2 \%$ shareholders. <br> ${ }^{2}$ Exemption does not apply to certain highly compensated employees under a self-insured plan that favors those employees. <br> ${ }^{3}$ Exemption does not apply to certain highly compensated employees under a program that favors those employees. <br> ${ }^{4}$ Exemption does not apply to certain key employees under a plan that favors those employees. <br> ${ }^{5}$ Exemption does not apply to services for tax preparation, accounting, legal, or brokerage services. <br> ${ }^{6}$ If the employee receives a qualified bicycle commuting reimbursement in a qualified bicycle commuting month, the employee cannot receive commuter highway vehicle, transit pass, or qualfied parking beneifts in that same month. <br> ${ }^{7}$ You must include in your employee's wages the cost of group-term life insurance beyond $\$ 50,000$ worth of coverage, reduced by the amount the employee paid toward the insurance. Report it as wages in boxes 1, 3 , and 5 of the employee's Form W-2, Also, show it in box 12 with code "C." The amount is subject to social security and Medicare taxes, and you may, at your option, withhold federal income tax. |  |  |  |

    Exception for S corporation shareholders. Do not treat a $2 \%$ shareholder of an $S$ corporation as an employee of the corporation for this purpose. A $2 \%$ shareholder is someone who directly or indirectly owns (at any time during the year) more than $2 \%$ of the corporation's stock or stock with more than $2 \%$ of the voting power. Treat a 2\% shareholder as you would a partner in a partnership for fringe benefit purposes, but do not treat the benefit as a reduction in distributions to the $2 \%$ shareholder.

    Exclusion from wages. You can generally exclude the value of accident or health benefits you provide to an employee from the employee's wages.

    Exception for certain long-term care benefits. You cannot exclude contributions to the cost of long-term care
    insurance from an employee's wages subject to federal income tax withholding if the coverage is provided through a flexible spending or similar arrangement. This is a benefit program that reimburses specified expenses up to a maximum amount that is reasonably available to the employee and is less than five times the total cost of the insurance. However, you can exclude these contributions from the employee's wages subject to social security, Medicare, and federal unemployment (FUTA) taxes.
    $S$ corporation shareholders. Because you cannot treat a $2 \%$ shareholder of an S corporation as an employee for this exclusion, you must include the value of accident or health benefits you provide to the employee in the employee's wages subject to federal income tax withholding. However, you can exclude the value of these
    benefits (other than payments for specific injuries or illnesses) from the employee's wages subject to social security, Medicare, and FUTA taxes.

    Exception for highly compensated employees. If your plan is a self-insured medical reimbursement plan that favors highly compensated employees, you must include all or part of the amounts you pay to these employees in their wages subject to federal income tax withholding. However, you can exclude these amounts (other than payments for specific injuries or illnesses) from the employee's wages subject to social security, Medicare, and FUTA taxes.

    A self-insured plan is a plan that reimburses your employees for medical expenses not covered by an accident or health insurance policy.

    A highly compensated employee for this exception is any of the following individuals.

    - One of the five highest paid officers.
    - An employee who owns (directly or indirectly) more than $10 \%$ in value of the employer's stock.
    - An employee who is among the highest paid $25 \%$ of all employees (other than those who can be excluded from the plan).
    For more information on this exception, see section 105(h) of the Internal Revenue Code and its regulations.

    COBRA premiums. The exclusion for accident and health benefits applies to amounts you pay to maintain medical coverage for a current or former employee under the Combined Omnibus Budget Reconciliation Act of 1986 (COBRA). The exclusion applies regardless of the length of employment, whether you directly pay the premiums or reimburse the former employee for premiums paid, and whether the employee's separation is permanent or temporary.

    ## Achievement Awards

    This exclusion applies to the value of any tangible personal property you give to an employee as an award for either length of service or safety achievement. The exclusion does not apply to awards of cash, cash equivalents, gift certificates, or other intangible property such as vacations, meals, lodging, tickets to theater or sporting events, stocks, bonds, and other securities. The award must meet the requirements for employee achievement awards discussed in chapter 2 of Publication 535, Business Expenses.

    Employee. For this exclusion, treat the following individuals as employees.

    - A current employee.
    - A former common-law employee you maintain coverage for in consideration of or based on an agreement relating to prior service as an employee.
    - A leased employee who has provided services to you on a substantially full-time basis for at least a year if
    the services are performed under your primary direction or control.

    Exception for S corporation shareholders. Do not treat a $2 \%$ shareholder of an $S$ corporation as an employee of the corporation for this purpose. A $2 \%$ shareholder is someone who directly or indirectly owns (at any time during the year) more than $2 \%$ of the corporation's stock or stock with more than $2 \%$ of the voting power. Treat a $2 \%$ shareholder as you would a partner in a partnership for fringe benefit purposes, but do not treat the benefit as a reduction in distributions to the $2 \%$ shareholder.

    Exclusion from wages. You can generally exclude the value of achievement awards you give to an employee from the employee's wages if their cost is not more than the amount you can deduct as a business expense for the year. The excludable annual amount is $\$ 1,600$ ( $\$ 400$ for awards that are not "qualified plan awards"). See chapter 2 of Publication 535 for more information about the limit on deductions for employee achievement awards.

    $\Delta$To determine for 2014 whether an achievement award is a "qualified plan award" under the deduction rules described in Publication 535, treat any employee who received more than $\$ 115,000$ in pay for 2013 as a highly compensated employee.

    If the cost of awards given to an employee is more than your allowable deduction, include in the employee's wages the larger of the following amounts.

    - The part of the cost that is more than your allowable deduction (up to the value of the awards).
    - The amount by which the value of the awards exceeds your allowable deduction.
    Exclude the remaining value of the awards from the employee's wages.


    ## Adoption Assistance

    An adoption assistance program is a separate written plan of an employer that meets all of the following requirements.

    1. It benefits employees who qualify under rules set up by you, which do not favor highly compensated employees or their dependents. To determine whether your plan meets this test, do not consider employees excluded from your plan who are covered by a collective bargaining agreement, if there is evidence that adoption assistance was a subject of good-faith bargaîning.
    2. It does not pay more than $5 \%$ of its payments during the year for shareholders or owners (or their spouses or dependents). A shareholder or owner is someone who owns (on any day of the year) more than $5 \%$ of the stock or of the capital or profits interest of your business.
    3. You give reasonable notice of the plan to eligible employees.
    4. Employees provide reasonable substantiation that payments or reimbursements are for qualifying expenses.
    For this exclusion, a highly compensated employee for 2014 is an employee who meets either of the following tests.
    5. The employee was a $5 \%$ owner at any time during the year or the preceding year.
    6. The employee received more than $\$ 115,000$ in pay for the preceding year.
    You can choose to ignore test (2) if the employee was not also in the top $20 \%$ of employees when ranked by pay for the preceding year.

    You must exclude all payments or reimbursements you make under an adoption assistance program for an employee's qualified adoption expenses from the employee's wages subject to federal income tax withholding. However, you cannot exclude these payments from wages subject to social security, Medicare, and federal unemployment (FUTA) taxes. For more information, see the Instructions for Form 8839, Qualified Adoption Expenses.

    You must report all qualifying adoption expenses you paid or reimbursed under your adoption assistance program for each employee for the year in box 12 of the employee's Form W-2. Use code " $T$ " to identify this amount.

    Exception for $S$ corporation shareholders. For this exclusion, do not treat a $2 \%$ shareholder of an S corporation as an employee of the corporation. A $2 \%$ shareholder is someone who directly or indirectly owns (at any time during the year) more than $2 \%$ of the corporation's stock or stock with more than $2 \%$ of the voting power. Treat a $2 \%$ shareholder as you would a partner in a partnership for fringe benefit purposes, including using the benefit as a reduction in distributions to the $2 \%$ shareholder.

    ## Athletic Facilities

    You can exclude the value of an employee's use of an on-premises gym or other athletic facility you operate from an employee's wages if substantially all use of the facility during the calendar year is by your employees, their spouses, and their dependent children. For this purpose, an employee's dependent child is a child or stepchild who is the employee's dependent or who, if both parents are deceased, has not attained the age of 25 .

    On-premises facility. The athletic facility must be located on premises you own or lease. It does not have to be located on your business premises. However, the exclusion does not apply to an athletic facility for residential use, such as athletic facilities that are part of a resort.

    Employee. For this exclusion, treat the following individuals as employees.

    - A current employee.
    - A former employee who retired or left on disability.
    - A widow or widower of an individual who died while an employee.
    - A widow or widower of a former employee who retired or left on disability.
    - A leased employee who has provided services to you on a substantially full-time basis for at least a year if the services are performed under your primary direc. tion or control.
    - A partner who performs services for a partnership.


    ## De Minimis (Minimal) Benefits

    You can exclude the value of a de minimis benefit you provide to an employee from the employee's wages. A de minimis benefit is any property or service you provide to an employee that has so little value (taking into account how frequently you provide similar benefits to your employees) that accounting for it would be unreasonable or administratively impracticable. Cash and cash equivalent fringe benefits (for example, use of gift card, charge card, or credit card), no matter how little, are never excludable as a de minimis benefit, except for occasional meal money or transportation fare.

    Examples of de minimis benefits include the following.

    - Personal use of an employer-provided cell phone provided primarily for noncompensatory business purposes. See Emplover-Provided Cell Phones, later in this section, for details.
    - Occasional personal use of a company copying machine if you sufficiently control its use so that at least $85 \%$ of its use is for business purposes.
    - Holiday gifts, other than cash, with a low fair market value.
    - Group-term life insurance payable on the death of an employee's spouse or dependent if the face amount is not more than \$2,000.
    - Meals. See Meals, later in this section, for details.
    - Occasional parties or picnics for employees and their guests.
    - Occasional tickets for theater or sporting events.
    - Transportation fare. See Transportation (Commuting) Benefits, later in this section, for details.

    Employee. For this exclusion, treat any recipient of a de minimis benefit as an employee.

    ## Dependent Care Assistance

    This exclusion applies to household and dependent care services you directly or indirectly pay for or provide to an employee under a dependent care assistance program that covers only your employees. The services must be for a qualifying person's care and must be provided to allow the employee to work. These requirements are basically the same as the tests the employee would have to meet to
    claim the dependent care credit if the employee paid for the services. For more information, see Qualifying Person Test and Work-Related Expense Test in Publication 503, Child and Dependent Care Expenses.

    Employee. For this exclusion, treat the following individuals as employees.

    - A current employee.
    - A leased employee who has provided services to you on a substantially full-time basis for at least a year if the services are performed under your primary direction or control.
    - Yourself (if you are a sole proprietor).
    - A partner who performs services for a partnership.

    Exclusion from wages. You can exclude the value of benefits you provide to an employee under a dependent care assistance program from the employee's wages if you reasonably believe that the employee can exclude the benefits from gross income.

    An employee can generally exclude from gross income up to $\$ 5,000$ of benefits received under a dependent care assistance program each year. This limit is reduced to $\$ 2,500$ for married employees filing separate returns.

    However, the exclusion cannot be more than the smaller of the earned income of either the employee or employee's spouse. Special rules apply to determine the earned income of a spouse who is either a student or not able to care for himself or herself. For more information on the earned income limit, see Publication 503.

    Exception for highly compensated employees. You cannot exclude dependent care assistance from the wages of a highly compensated employee unless the benefits provided under the program do not favor highly compensated employees and the program meets the requirements described in section 129(d) of the Internal Revenue Code.

    For this exclusion, a highly compensated employee for 2014 is an employee who meets either of the following tests.

    1. The employee was a $5 \%$ owner at any time during the year or the preceding year.
    2. The employee received more than $\$ 115,000$ in pay for the preceding year.
    You can choose to ignore test (2) if the employee was not also in the top $20 \%$ of employees when ranked by pay for the preceding year.

    Form W-2. Report the value of all dependent care assistance you provide to an employee under a dependent care assistance program in box 10 of the employee's Form W-2. Include any amounts you cannot exclude from the employee's wages in boxes 1, 3, and 5. Report both the nontaxable portion of assistance (up to $\$ 5,000$ ) and any assistance above the amount that is non-taxable to the employee.

    Example. Company A provides a dependent care assistance flexible spending arrangement to its employees through a cafeteria plan. In addition, it provides occasional on-site dependent care to its employees at no cost. Emily, an employee of company $A$, had $\$ 4,500$ deducted from her pay for the dependent care flexible spending arrangement. In addition, Emily used the on-site dependent care several times. The fair market value of the on-site care was $\$ 700$. Emily's Form W-2 should report $\$ 5,200$ of dependent care assistance in box 10 ( $\$ 4,500$ flexible spending arrangement plus $\$ 700$ on-site dependent care). Boxes 1, 3, and 5 should include $\$ 200$ (the amount in excess of the nontaxable assistance), and applicable taxes should be withheld on that amount.

    ## Educational Assistance

    This exclusion applies to educational assistance you provide to employees under an educational assistance program. The exclusion also applies to graduate level courses.

    Educational assistance means amounts you pay or incur for your employees' education expenses. These expenses generally include the cost of books, equipment, fees, supplies, and tuition. However, these expenses do not include the cost of a course or other education involving sports, games, or hobbies, unless the education:

    - Has a reasonable relationship to your business, or
    - is required as part of a degree program.

    Education expenses do not include the cost of tools or supplies (other than textbooks) your employee is allowed to keep at the end of the course. Nor do they include the cost of lodging, meals, or transportation.

    Educational assistance program. An educational assistance program is a separate written plan that provides educational assistance only to your employees. The program qualifies only if all of the following tests are met.

    - The program benefits employees who qualify under rules set up by you that do not favor highly compensated employees. To determine whether your program meets this test, do not consider employees excluded from your program who are covered by a collective bargaining agreement if there is evidence that educational assistance was a subject of good-faith bargaining.
    - The program does not provide more than $5 \%$ of its benefits during the year for shareholders or owners. A shareholder or owner is someone who owns (on any day of the year) more than $5 \%$ of the stock or of the capital or profits interest of your business.
    - The program does not allow employees to choose to receive cash or other benefits that must be included in gross income instead of educational assistance.
    - You give reasonable notice of the program to eligible employees.

    Your program can cover former employees if their employment is the reason for the coverage.

    For this exclusion, a highly compensated employee for 2014 is an employee who meets either of the following tests.

    1. The employee was a $5 \%$ owner at any time during the year or the preceding year.
    2. The employee received more than $\$ 115,000$ in pay for the preceding year.

    You can choose to ignore test (2) if the employee was not also in the top $20 \%$ of employees when ranked by pay for the preceding year.

    Employee. For this exclusion, treat the following individuals as employees.

    - A current employee.
    - A former employee who retired, left on disability, or was laid off.
    - A leased employee who has provided services to you on a substantially full-time basis for at least a year if the services are performed under your primary direction or control.
    - Yourself (if you are a sole proprietor).
    - A partner who performs services for a partnership.

    Exclusion from wages. You can exclude up to $\$ 5,250$ of educational assistance you provide to an employee under an educational assistance program from the employee's wages each year.

    Assistance over $\$ 5,250$. If you do not have an educational assistance plan, or you provide an employee with assistance exceeding $\$ 5,250$, you must include the value of these benefits as wages, unless the benefits are working condition benefits. Working condition benefits may be excluded from wages. Property or a service provided is a working condition benefit to the extent that if the employee paid for it, the amount paid would have been deductible as a business or depreciation expense. See Working Condifion Benefits, later, in this section.

    ## Employee Discounts

    This exclusion applies to a price reduction you give an employee on property or services you offer to customers in the ordinary course of the line of business in which the employee performs substantial services. However, it does not apply to discounts on real property or discounts on personal property of a kind commonly held for investment (such as stocks or bonds).

    Employee. For this exclusion, treat the following individuals as employees.

    - A current employee.
    - A former employee who retired or left on disability.
    - A widow or widower of an individual who died while an employee.
    - A widow or widower of an employee who retired or left on disability.
    - A leased employee who has provided services to you on a substantially full-time basis for at least a year if the services are performed under your primary direction or control.
    - A partner who performs services for a partnership.

    Exclusion from wages. You can generally exclude the value of an employee discount you provide an employee from the employee's wages, up to the following limits.

    - For a discount on services, $20 \%$ of the price you charge nonemployee customers for the service.
    - For a discount on merchandise or other property, your gross profit percentage times the price you charge nonemployee customers for the property.
    Determine your gross profit percentage in the line of business based on all property you offer to customers (including employee customers) and your experience during the tax year immediately before the tax year in which the discount is available. To figure your gross profit percentage, subtract the total cost of the property from the total sales price of the property and divide the result by the total sales price of the property.

    Exception for highly compensated employees. You cannot exclude from the wages of a highly compensated employee any part of the value of a discount that is not available on the same terms to one of the following groups.

    - All of your employees.
    - A group of employees defined under a reasonable classification you set up that does not favor highly compensated employees.
    For this exclusion, a highly compensated employee for 2014 is an employee who meets either of the following tests.

    1. The employee was a $5 \%$ owner at any time during the year or the preceding year.
    2. The employee received more than $\$ 115,000$ in pay for the preceding year.

    You can choose to ignore test (2) if the employee was not also in the top $20 \%$ of employees when ranked by pay for the preceding year.

    ## Employee Stock Options

    There are three kinds of stock options-incentive stock options, employee stock purchase plan options, and nonstatutory (nonqualified) stock options.

    Wages for social security, Medicare, and federal unemployment (FUTA) taxes do not include remuneration resulting from the exercise, after October 22, 2004, of an
    incentive stock option or under an employee stock purchase plan option, or from any disposition of stock acquired by exercising such an option. The IRS will not apply these taxes to an exercise before October 23, 2004, of an incentive stock option or an employee stock purchase plan option or to a disposition of stock acquired by such exercise.

    Additionally, federal income tax withholding is not required on the income resulting from a disqualifying disposition of stock acquired by the exercise after October 22, 2004, of an incentive stock option or under an employee stock purchase plan option, or on income equal to the discount portion of stock acquired by the exercise, after October 22, 2004, of an employee stock purchase plan option resulting from any disposition of the stock. The IRS will not apply federal income tax withholding upon the disposition of stock acquired by the exercise, before October 23, 2004, of an incentive stock option or an employee stock purchase plan option. However, the employer must report as income in box 1 of Form $\mathrm{W}-2$, (a) the discount portion of stock acquired by the exercise of an employee stock purchase plan option upon disposition of the stock, and (b) the spread (between the exercise price and the fair market value of the stock at the time of exercise) upon a disqualifying disposition of stock acquired by the exercise of an incentive stock option or an employee stock purchase plan option.

    An employer must report the excess of the fair market value of stock received upon exercise of a nonstatutory stock option over the amount paid for the stock option on Form $W$-2 in boxes 1, 3 (up to the social security wage base), 5, and in box 12 using the code " $V$." See Regulations section 1.83-7.

    An employee who transfers his or her interest in nonstatutory stock options to the employee's former spouse incident to a divorce is not required to include an amount in gross income upon the transfer. The former spouse, rather than the employee, is required to include an amount in gross income when the former spouse exercises the stock options. See Revenue Ruling 2002-22 and Revenue Ruling 2004-60 for details. You can find Revenue Ruling 2002-22 on page 849 of Internal Revenue Bulletin 2002-19 at www.irs.gov/pub/irs-irbs/irb02-19.pdf. See Revenue Ruling 2004-60, 2004-24 I.R.B. 1051, available at www.irs, gov/irb/2004-24 IRB/ar13.html.

    For more information about employee stock options, see sections 421, 422, and 423 of the Internal Revenue Code and their related regulations.

    ## Employer-Provided Cell Phones

    The value of an employer-provided cell phone, provided primarily for noncompensatory business reasons, is excludable from an employee's income as a working condition fringe benefit. Personal use of an employer-provided cell phone, provided primarily for noncompensatory business reasons, is excludable from an employee's income as a de minimis fringe benefit. For the rules relating to these types of benefits, see De Minimis (Minimal)

    Benefits, earlier in this section, and Working Condition Benefits, later in this section.

    Noncompensatory business purposes. You provide a cell phone primarily for noncompensatory business purposes if there are substantial business reasons for providing the cell phone. Examples of substantial business reasons include the employer's:

    - Need to contact the employee at all times for work-related emergencies,
    - Requirement that the employee be available to speak with clients at times when the employee is away from the office, and
    - Need to speak with clients located in other time zones at times outside the employee's normal workday.
    Cell phones provided to promote goodwill, boost morale, or attract prospective employees. You cannot exclude from an employee's wages the value of a cell phone provided to promote goodwill of an employee, to attract a prospective employee, or as a means of providing additional compensation to an employee.

    Additional information. For additional information on the tax treatment of employer-provided cell phones, see Notice 2011-72, 2011-38 I.R.B. 407, available at www.irs.gov/irb/2011-38 IRB/ar07.html.

    ## Group-Term Life Insurance Coverage

    This exclusion applies to life insurance coverage that meets all the following conditions.

    - It provides a general death benefit that is not included in income.
    - You provide it to a group of employees. See The 10-employee rule, later.
    - It provides an amount of insurance to each employee based on a formula that prevents individual selection. This formula must use factors such as the employee's age, years of service, pay, or position.
    - You provide it under a policy you directly or indirectly carry. Even if you do not pay any of the policy's cost, you are considered to carry it if you arrange for payment of its cost by your employees and charge at least one employee less than, and at least one other employee more than, the cost of his or her insurance. Determine the cost of the insurance, for this purpose, as explained under Coverage over the limit, later.
    Group-term life insurance does not include the following insurance.
    - Insurance that does not provide general death benefits, such as travel insurance or a policy providing only accidental death benefits.
    - Life insurance on the life of your employee's spouse or dependent. However, you may be able to exclude the cost of this insurance from the employee's wages as a de minimis benefit. See De Minimis (Minimal)
    Benefits, earlier in this section.
    - Insurance provided under a policy that provides a permanent benefit (an economic value that extends beyond 1 policy year, such as paid-up or cash surrender value), unless certain requirements are met. See Regulations section 1.79-1 for details.

    Employee. For this exclusion, treat the following individuals as employees.

    1. A current common-law employee.
    2. A full-time life insurance agent who is a current statutory employee.
    3. An individual who was formerly your employee under (1) or (2).
    4. A leased employee who has provided services to you on a substantially full-time basis for at least a year if the services are performed under your primary direction and control.
    Exception for $S$ corporation shareholders. Do not treat a $2 \%$ shareholder of an $S$ corporation as an employee of the corporation for this purpose. A $2 \%$ shareholder is someone who directly or indirectly owns (at any time during the year) more than $2 \%$ of the corporation's stock or stock with more than $2 \%$ of the voting power. Treat a $2 \%$ shareholder as you would a partner in a partnership for fringe benefit purposes, but do not treat the benefit as a reduction in distributions to the $2 \%$ shareholder.

    The 10 -employee rule. Generally, life insurance is not group-term life insurance unless you provide it to at least 10 full-time employees at some time during the year.

    For this rule, count employees who choose not to receive the insurance unless, to receive it, they must contribute to the cost of benefits other than the group-term life insurance. For example, count an employee who could receive insurance by paying part of the cost, even if that employee chooses not to receive it. However, do not count an employee who must pay part or all of the cost of permanent benefits to get insurance, unless that employee chooses to receive it. A permanent benefit is an economic value extending beyond one policy year (for example, a paid-up or cash-surrender value) that is provided under a life insurance policy.

    Exceptions. Even if you do not meet the 10 -employee rule, two exceptions allow you to treat insurance as group-term life insurance.

    Under the first exception, you do not have to meet the 10 -employee rule if all the following conditions are met.

    1. If evidence that the employee is insurable is required, it is limited to a medical questionnaire (completed by the employee) that does not require a physical.
    2. You provide the insurance to all your full-time employees or, if the insurer requires the evidence mentioned in (1), to all full-time employees who provide evidence the insurer accepts.
    3. You figure the coverage based on either a uniform percentage of pay or the insurer's coverage brackets
    that meet certain requirements. See Regulations section 1.79-1 for details.
    Under the second exception, you do not have to meet the 10 -employee rule if all the following conditions are met.

    - You provide the insurance under a common plan covering your employees and the employees of at least one other employer who is not related to you.
    - The insurance is restricted to, but mandatory for, all your employees who belong to, or are represented by, an organization (such as a union) that carries on substantial activities besides obtaining insurance.
    - Evidence of whether an employee is insurable does not affect an employee's eligibility for insurance or the amount of insurance that employee gets.
    To apply either exception, do not consider employees who were denied insurance for any of the following reasons.
    - They were 65 or older.
    - They customarily work 20 hours or less a week or 5 months or less in a calendar year.
    - They have not been employed for the waiting period given in the policy. This waiting period cannot be more than 6 months.

    Exclusion from wages. You can generally exclude the cost of up to $\$ 50,000$ of group-term life insurance from the wages of an insured employee. You can exclude the same amount from the employee's wages when figuring social security and Medicare taxes. In addition, you do not have to withhold federal income tax or pay FUTA tax on any group-term life insurance you provide to an employee.

    Coverage over the limit. You must include in your employee's wages the cost of group-term life insurance beyond $\$ 50,000$ worth of coverage, reduced by the amount the employee paid toward the insurance. Report it as wages in boxes 1,3, and 5 of the employee's Form W-2. Also, show it in box 12 with code "C." The amount is subject to social security and Medicare taxes, and you may, at your option, withhold federal income tax.

    Figure the monthly cost of the insurance to include in the employee's wages by multiplying the number of thousands of dollars of all insurance coverage over $\$ 50,000$ (figured to the nearest $\$ 100$ ) by the cost shown in Table 2-2. For all coverage provided within the calendar year, use the employee's age on the last day of the employee's tax year. You must prorate the cost from the table if less than a full month of coverage is involved.

    Table 2-2. Cost Per \$1,000 of Protection For 1 Month

    | Age | Cost |
    | :---: | :---: |
    | Under 25 | \$.05 |
    | 25 through 29 | . 06 |
    | 30 through 34 | . 08 |
    | 35 through 39 | . 09 |
    | 40 through 44 | . 10 |
    | 45 through 49 | . 15 |
    | 50 through 54 | . 23 |
    | 55 through 59 | . 43 |
    | 60 through 64 | . 66 |
    | 65 through 69 | 1.27 |
    | 70 and older | 2.06 |

    You figure the total cost to include in the employee's wages by multiplying the monthly cost by the number of full months' coverage at that cost.

    Example. Tom's employer provides him with group-term life insurance coverage of $\$ 200,000$. Tom is 45 years old, is not a key employee, and pays $\$ 100$ per year toward the cost of the insurance. Tom's employer must include $\$ 170$ in his wages. The $\$ 200,000$ of insurance coverage is reduced by $\$ 50,000$. The yearly cost of $\$ 150,000$ of coverage is $\$ 270$ ( $\$ .15 \times 150 \times 12$ ), and is reduced by the $\$ 100$ Tom pays for the insurance. The employer includes $\$ 170$ in boxes 1,3 , and 5 of Tom's Form W-2. The employer also enters $\$ 170$ in box 12 with code "C."

    Coverage for dependents. Group-term life insurance coverage paid by the employer for the spouse or dependents of an employee may be excludable from income as a de minimis fringe benefit if the face amount is not more than $\$ 2,000$. If the face amount is greater than $\$ 2,000$, the entire cost of the dependent coverage must be included in income unless the amount over $\$ 2,000$ is purchased with employee contributions on an after-tax basis. The cost of the insurance is determined by using Table 2-2.

    Former employees. When group-term life insurance over $\$ 50,000$ is provided to an employee (including retirees) after his or her termination, the employee share of social security and Medicare taxes on that period of coverage is paid by the former employee with his or her tax return and is not collected by the employer. You are not required to collect those taxes. Use the table above to determine the amount of social security and Medicare taxes owed by the former employee for coverage provided after separation from service. Report those uncollected amounts separately in box 12 of Form W-2 using codes "M" and "N." See the General Instructions for Forms W-2 and W-3 and the Instructions for Form 941.

    Exception for key employees. Generally, if your group-term life insurance plan favors key employees as to participation or benefits, you must include the entire cost of the insurance in your key employees' wages. This exception generally does not apply to church plans. When figuring social security and Medicare taxes, you must also include the entire cost in the employees' wages. Include the cost in boxes 1,3 , and 5 of Form $W$-2. However, you
    do not have to withhold federal income tax or pay FUTA tax on the cost of any group-term life insurance you provide to an employee.

    For this purpose, the cost of the insurance is the greater of the following amounts.

    * The premiums you pay for the employee's insurance. See Regulations section 1.79-4T(Q\&A 6) for more information.
    - The cost you figure using Table 2-2.

    For this exclusion, a key employee during 2014 is an employee or former employee who is one of the following individuals. See section 416(i) of the Internal Revenue Code for more information.

    1. An officer having annual pay of more than $\$ 170,000$.
    2. An individual who for 2014 was either of the following.
    a. A $5 \%$ owner of your business.
    b. A $1 \%$ owner of your business whose annual pay was more than $\$ 150,000$.

    A former employee who was a key employee upon retirement or separation from service is also a key employee.

    Your plan does not favor key employees as to participation if at least one of the following is true.

    - It benefits at least 70\% of your employees.
    - At least $85 \%$ of the participating employees are not key employees.
    - It benefits employees who qualify under a set of rules you set up that do not favor key employees.
    Your plan meets this participation test if it is part of a cafeteria plan (discussed in section 1) and it meets the participation test for those plans.

    When applying this test, do not consider employees who:

    - Have not completed 3 years of service,
    - Are part-time or seasonal,
    - Are nonresident aliens who receive no U.S. source earned income from you, or
    - Are not included in the plan but are in a unit of employees covered by a collective bargaining agreement, if the benefits provided under the plan were the subject of good-faith bargaining between you and employee representatives.
    Your plan does not favor key employees as to benefits if all benefits available to participating key employees are also available to all other participating employees. Your plan does not favor key employees just because the amount of insurance you provide to your employees is uniformly related to their pay.
    $S$ corporation shareholders. Because you cannot treat a $2 \%$ shareholder of an $S$ corporation as an employee for this exclusion, you must include the cost of all group-term life insurance coverage you provide the $2 \%$
    shareholder in his or her wages. When figuring social security and Medicare taxes, you must also include the cost of this coverage in the $2 \%$ shareholder's wages. Include the cost in boxes 1, 3, and 5 of Form W-2. However, you do not have to withhold federal income tax or pay federal unemployment tax on the cost of any group-term life insurance coverage you provide to the $2 \%$ shareholder.


    ## Health Savings Accounts

    A Health Savings Account (HSA) is an account owned by a qualified individual who is generally your employee or former employee. Any contributions that you make to an HSA become the employee's property and cannot be withdrawn by you. Contributions to the account are used to pay current or future medical expenses of the account owner, his or her spouse, and any qualified dependent. The medical expenses must not be reimbursable by insurance or other sources and their payment from HSA funds (distribution) will not give rise to a medical expense deduction on the individual's federal income tax return. For more information about HSAs, visit the Department of Treasury's website at www.treasury.gov and enter "HSA" in the search box.

    Eligibility. A qualified individual must be covered by a High Deductible Health Plan (HDHP) and not be covered by other health insurance except for permitted insurance listed under section 223(c)(3) or insurance for accidents, disability, dental care, vision care, or long-term care. For calendar year 2014, a qualifying HDHP must have a deductible of at least $\$ 1,250$ for self-only coverage or $\$ 2,500$ for family coverage and must limit annual out-of-pocket expenses of the beneficiary to $\$ 6,350$ for self-only coverage and $\$ 12,700$ for family coverage.

    There are no income limits that restrict an individual's eligibility to contribute to an HSA nor is there a requirement that the account owner have earned income to make a contribution.
    Exceptions. An individual is not a qualified individual if he or she can be claimed as a dependent on another person's tax return. Also, an employee's participation in a health flexible spending arrangement (FSA) or health reimbursement arrangement (HRA) generally disqualifies the individual (and employer) from making contributions to his or her HSA. However, an individual may qualify to participate in an HSA if he or she is participating in only a limi-ted-purpose FSA or HRA or a post-deductible FSA. For more information, see Other employee health plans in Publication 969.

    Employer contributions. Up to specified dollar limits, cash contributions to the HSA of a qualified individual (determined monthly) are exempt from federal income tax withholding, social security tax, Medicare tax, and FUTA tax. For 2014, you can contribute up to $\$ 3,300$ for self-only coverage or $\$ 6,550$ for family coverage to a qualified individual's HSA.

    The contribution amounts listed above are increased by $\$ 1,000$ for a qualified individual who is age 55 or older at any time during the year. For two qualified individuals who
    are married to each other and who each are age 55 or older at any time during the year, each spouse's contribution limit is increased by $\$ 1,000$ provided each spouse has a separate HSA. No contributions can be made to an individual's HSA after he or she becomes enrolled in Medicare Part A or Part B.

    Nondiscrimination rules. Your contribution amount to an employee's HSA must be comparable for all employees who have comparable coverage during the same period. Otherwise, there will be an excise tax equal to $35 \%$ of the amount you contributed to all employees' HSAs.

    For guidance on employer comparable contributions to HSAs under section 4980G in instances where an employee has not established an HSA by December 31 and in instances where an employer accelerates contributions for the calendar year for employees who have incurred qualified medical expenses, see Regulations section 54.4980G-4.

    Exception. The Tax Relief and Health Care Act of 2006 allows employers to make larger HSA contributions for a nonhighly compensated employee than for a highly compensated employee. A highly compensated employee for 2014 is an employee who meets either of the following tests.

    1. The employee was a $5 \%$ owner at any time during the year or the preceding year.
    2. The employee received more than $\$ 115,000$ in pay for the preceding year.
    You can choose to ignore test (2) if the employee was not also in the top $20 \%$ of employees when ranked by pay for the preceding year.

    Partnerships and S corporations. Partners and $2 \%$ shareholders of an $S$ corporation are not eligible for salary reduction (pre-tax) contributions to an HSA. Employer contributions to the HSA of a bona fide partner or $2 \%$ shareholder are treated as distributions or guaranteed payments as determined by the facts and circumstances.

    Cafeteria plans. You may contribute to an employee's HSA using a cafeteria plan and your contributions are not subject to the statutory comparability rules. However, cafeteria plan nondiscrimination rules still apply. For example, contributions under a cafeteria plan to employee HSAs cannot be greater for higher-paid employees than they are for lower-paid employees. Contributions that favor lower-paid employees are not prohibited.

    Reporting requirements. You must report your contributions to an employee's HSA in box 12 of Form W-2 using code "W." The trustee or custodian of the HSA, generally a bank or insurance company, reports distributions from the HSA using Form 1099-SA, Distributions From an HSA, Archer MSA, or Medicare Advantage MSA.

    ## Lodging on Your Business Premises

    You can exclude the value of lodging you furnish to an employee from the employee's wages if it meets the following tests.

    - It is furnished on your business premises.
    - It is furnished for your convenience.
    - The employee must accept it as a condition of employment.

    Different tests may apply to lodging furnished by educational institutions. See section 119(d) of the Internal Revenue Code for details.

    The exclusion does not apply if you allow your employee to choose to receive additional pay instead of lodging.

    On your business premises. For this exclusion, your business premises is generally your employee's place of work. For special rules that apply to lodging furnished in a camp located in a foreign country, see section 119(c) of the Internal Revenue Code and its regulations.

    For your convenience. Whether or not you furnish lodging for your convenience as an employer depends on all the facts and circumstances. You furnish the lodging to your employee for your convenience if you do this for a substantial business reason other than to provide the employee with additional pay. This is true even if a law or an employment contract provides that the lodging is furnished as pay. However, a written statement that the lodging is furnished for your convenience is not sufficient.

    Condition of employment. Lodging meets this test if you require your employees to accept the lodging because they need to live on your business premises to be able to properly perform their duties. Examples include employees who must be available at all times and employees who could not perform their required duties without being furnished the lodging.

    It does not matter whether you must furnish the lodging as pay under the terms of an employment contract or a law fixing the terms of employment.

    Example. A hospital gives Joan, an employee of the hospital, the choice of living at the hospital free of charge or living elsewhere and receiving a cash allowance in addition to her regular salary. If Joan chooses to live at the hospital, the hospital cannot exclude the value of the lodging from her wages because she is not required to live at the hospital to properly perform the duties of her employment.

    S corporation shareholders. For this exclusion, do not treat a $2 \%$ shareholder of an $S$ corporation as an employee of the corporation. A $2 \%$ shareholder is someone who directly or indirectly owns (at any time during the year) more than $2 \%$ of the corporation's stock or stock with more than $2 \%$ of the voting power. Treat a $2 \%$ shareholder as you would a partner in a partnership for fringe
    benefit purposes, but do not treat the benefit as a reduction in distributions to the $2 \%$ shareholder.

    ## Meals

    This section discusses the exclusion rules that apply to de minimis meals and meals on your business premises.

    ## De Minimis Meals

    You can exclude any occasional meal or meal money you provide to an employee if it has so little value (taking into account how frequently you provide meals to your employees) that accounting for it would be unreasonable or administratively impracticable. The exclusion applies, for example, to the following items.

    - Coffee, doughnuts, or soft drinks.
    - Occasional meals or meal money provided to enable an employee to work overtime. However, the exclusion does not apply to meal money figured on the basis of hours worked.
    - Occasional parties or picnics for employees and their guests.

    This exclusion also applies to meals you provide at an employer-operated eating facility for employees if the annual revenue from the facility equals or exceeds the direct costs of the facility. For this purpose, your revenue from providing a meal is considered equal to the facility's direct operating costs to provide that meal if its value can be excluded from an employee's wages as explained under Meals on Your Business Premises, later.
    

    If food or beverages you furnish to employees qualify as a de minimis benefit, you can deduct their full cost. The $50 \%$ limit on deductions for the cost of meals does not apply. The deduction limit on meals is discussed in chapter 2 of Publication 535.

    Employee. For this exclusion, treat any recipient of a de minimis meal as an employee.

    Employer-operated eating facility for employees. An employer-operated eating facility for employees is an eating facility that meets all the following conditions.

    - You own or lease the facility.
    - You operate the facility. You are considered to operate the eating facility if you have a contract with another to operate it.
    - The facility is on or near your business premises.
    - You provide meals (food, drinks, and related services) at the facility during, or immediately before or after, the employee's workday.

    Exclusion from wages. You can generally exclude the value of de minimis meals you provide to an employee from the employee's wages.

    Exception for highly compensated employees. You cannot exclude from the wages of a highly compensated employee the value of a meal provided at an em-ployer-operated eating facility that is not available on the same terms to one of the following groups.

    - All of your employees.
    - A group of employees defined under a reasonable classification you set up that does not favor highly compensated employees.
    For this exclusion, a highly compensated employee for 2014 is an employee who meets either of the following tests.

    1. The employee was a $5 \%$ owner at any time during the year or the preceding year.
    2. The employee received more than $\$ 115,000$ in pay for the preceding year.

    You can choose to ignore test (2) if the employee was not also in the top $20 \%$ of employees when ranked by pay for the preceding year.

    ## Meals on Your Business Premises

    You can exclude the value of meals you furnish to an employee from the employee's wages if they meet the following tests.

    - They are furnished on your business premises.
    - They are furnished for your convenience.

    This exclusion does not apply if you allow your employee to choose to receive additional pay instead of meals.

    On your business premises. Generally, for this exclusion, the employee's place of work is your business premises.

    For your convenience. Whether you furnish meals for your convenience as an employer depends on all the facts and circumstances. You furnish the meals to your employee for your convenience if you do this for a substantial business reason other than to provide the employee with additional pay. This is true even if a law or an employment contract provides that the meals are furnished as pay. However, a written statement that the meals are furnished for your convenience is not sufficient.

    Meals excluded for all employees if excluded for more than half. If more than half of your employees who are furnished meals on your business premises are furnished the meals for your convenience, you can treat all meals you furnish to employees on your business premises as furnished for your convenience.

    Food service employees. Meals you furnish to a restaurant or other food service employee during, or immediately before or after, the employee's working hours are furnished for your convenience. For example, if a waitress works through the breakfast and lunch periods, you can
    exclude from her wages the value of the breakfast and lunch you furnish in your restaurant for each day she works.

    Example. You operate a restaurant business. You furnish your employee, Carol, who is a waitress working 7:00 a.m. to 4:00 p.m., two meals during each workday. You encourage but do not require Carol to have her breakfast on the business premises before starting work. She must have her lunch on the premises. Since Carol is a food service employee and works during the normal breakfast and lunch periods, you can exclude from her wages the value of her breakfast and lunch.

    If you also allow Carol to have meals on your business premises without charge on her days off, you cannot exclude the value of those meals from her wages.

    Employees available for emergency calls. Meals you furnish during working hours so an employee will be available for emergency calls during the meal period are furnished for your convenience. You must be able to show these emergency calls have occurred or can reasonably be expected to occur.

    Example. A hospital maintains a cafeteria on its premises where all of its 230 employees may get meals at no charge during their working hours. The hospital must have 120 of its employees available for emergencies. Each of these 120 employees is, at times, called upon to perform services during the meal period. Although the hospital does not require these employees to remain on the premises, they rarely leave the hospital during their meal period. Since the hospital furnishes meals on its premises to its employees so that more than half of them are available for emergency calls during meal periods, the hospital can exclude the value of these meals from the wages of all of its employees.

    Short meal periods. Meals you furnish during working hours are furnished for your convenience if the nature of your business restricts an employee to a short meal period (such as 30 or 45 minutes) and the employee cannot be expected to eat elsewhere in such a short time. For example, meals can qualify for this treatment if your peak work-load occurs during the normal lunch hour. However, they do not qualify if the reason for the short meal period is to allow the employee to leave earlier in the day.

    Example. Frank is a bank teller who works from 9 a.m. to $5 \mathrm{p} . \mathrm{m}$. The bank furnishes his lunch without charge in a cafeteria the bank maintains on its premises. The bank furnishes these meals to Frank to limit his lunch period to 30 minutes, since the bank's peak workload occurs during the normal lunch period. If Frank got his lunch elsewhere, it would take him much longer than 30 minutes and the bank strictiy enforces the time limit. The bank can exclude the value of these meals from Frank's wages.

    Proper meals not otherwise available. Meals you furnish during working hours are furnished for your convenience if the employee could not otherwise eat proper meals within a reasonable period of time. For example,
    meals can qualify for this treatment if there are insufficient eating facilities near the place of employment.

    Meals after work hours. Meals you furnish to an employee immediately after working hours are furnished for your convenience if you would have furnished them during working hours for a substantial nonpay business reason but, because of the work duties, they were not eaten during working hours.

    Meals you furnish to promote goodwill, boost morale, or attract prospective employees. Meals you furnish to promote goodwill, boost morale, or attract prospective employees are not considered furnished for your convenience. However, you may be able to exclude their value as discussed under De Minimis Meals, earlier.

    Meals furnished on nonworkdays or with lodging. You generally cannot exclude from an employee's wages the value of meals you furnish on a day when the employee is not working. However, you can exclude these meals if they are furnished with lodging that is excluded from the employee's wages as discussed under Lodging on Your Business Premises, earlier in this section.

    Meals with a charge. The fact that you charge for the meals and that your employees may accept or decline the meals is not taken into account in determining whether or not meals are furnished for your convenience.

    S corporation shareholder-employee. For this exclusion, do not treat a $2 \%$ shareholder of an S corporation as an employee of the corporation. A $2 \%$ shareholder is someone who directly or indirectly owns (at any time during the year) more than $2 \%$ of the corporation's stock or stock with more than $2 \%$ of the voting power. Treat a $2 \%$ shareholder as you would a partner in a partnership for fringe benefit purposes, but do not treat the benefit as a reduction in distributions to the $2 \%$ shareholder.

    ## Moving Expense Reimbursements

    This exclusion applies to any amount you directly or indirectly give to an employee, (including services furnished in kind) as payment for, or reimbursement of, moving expenses. You must make the reimbursement under rules similar to those described in chapter 11 of Publication 535 for reimbursement of expenses for travel, meals, and entertainment under accountable plans.

    The exclusion applies only to reimbursement of moving expenses that the employee could deduct if he or she had paid or incurred them without reimbursement. However, it does not apply if the employee actually deducted the expenses in a previous year.

    Deductible moving expenses. Deductible moving expenses include only the reasonable expenses of:

    - Moving household goods and personal effects from the former home to the new home, and
    - Traveling (including lodging) from the former home to the new home.

    Deductible moving expenses do not include any expenses for meals and must meet both the distance test and the time test. The distance test is met if the new job location is at least 50 miles farther from the employee's old home than the old job location was. The time test is met if the employee works at least 39 weeks during the first 12 months after arriving in the general area of the new job location.

    For more information on deductible moving expenses, see Publication 521, Moving Expenses.

    Employee. For this exclusion, treat the following individuals as employees.

    - A current employee.
    - A leased employee who has provided services to you on a substantially full-time basis for at least a year if the services are performed under your primary direction or control.

    Exception for S corporation shareholders. Do not treat a $2 \%$ shareholder of an $S$ corporation as an employee of the corporation for this purpose. A $2 \%$ shareholder is someone who directly or indirecily owns (at any time during the year) more than $2 \%$ of the corporation's stock or stock with more than $2 \%$ of the voting power. Treat a 2\% shareholder as you would a partner in a partnership for fringe benefit purposes, but do not treat the benefit as a reduction in distributions to the $2 \%$ shareholder.

    Exclusion from wages. Generally, you can exclude qualifying moving expense reimbursement you provide to an employee from the employee's wages. If you paid the reimbursement directly to the employee, report the amount in box 12 of Form W-2 with the code "P." Do not report payments to a third party for the employee's moving expenses or the value of moving services you provided in kind.

    ## No-Additional-Cost Services

    This exclusion applies to a service you provide to an employee if it does not cause you to incur any substantial additional costs. The service must be offered to customers in the ordinary course of the line of business in which the employee performs substantial services.

    Generally, no-additional-cost services are excess capacity services, such as airline, bus, or train tickets; hotel rooms; or telephone services provided free or at a reduced price to employees working in those lines of business.

    Substantial additional costs. To determine whether you incur substantial additional costs to provide a service to an employee, count any lost revenue as a cost. Do not reduce the costs you incur by any amount the employee pays for the service. You are considered to incur substantial additional costs if you or your employees spend a substantial amount of time in providing the service, even if the
    time spent would otherwise be idle or if the services are provided outside normal business hours.

    Reciprocal agreements. A no-additional-cost service provided to your employee by an unrelated employer may qualify as a no-additional-cost service if all the following tests are met.

    - The service is the same type of service generally provided to customers in both the line of business in which the employee works and the line of business in which the service is provided.
    - You and the employer providing the service have a written reciprocal agreement under which a group of employees of each employer, all of whom perform substantial services in the same line of business, may receive no-additional-cost services from the other employer.
    - Neither you nor the other employer incurs any substantial additional cost either in providing the service or because of the written agreement.

    Employee.. For this exclusion, treat the following individuals as employees.

    1. A current employee.
    2. A former employee who retired or left on disability.
    3. A widow or widower of an individual who died while an employee.
    4. A widow or widower of a former employee who retired or left on disability.
    5. A leased employee who has provided services to you on a substantially full-time basis for at least a year if the services are performed under your primary direction or control.
    6. A partner who performs services for a partnership.

    Treat services you provide to the spouse or dependent child of an employee as provided to the employee. For this fringe benefit, dependent child means any son, stepson, daughter, or stepdaughter who is a dependent of the employee, or both of whose parents have died and who has not reached age 25. Treat a child of divorced parents as a dependent of both parents.

    Treat any use of air transportation by the parent of an employee as use by the employee. This rule does not apply to use by the parent of a person considered an employee because of item (3) or (4) above.

    Exclusion from wages. You can generally exclude the value of a no-additional-cost service you provide to an employee from the employee's wages.

    Exception for highly compensated employees. You cannot exclude from the wages of a highly compensated employee the value of a no-additional-cost service that is not available on the same terms to one of the following groups.

    - All of your employees.
    - A group of employees defined under a reasonable classification you set up that does not favor highly compensated employees.
    For this exclusion, a highly compensated employee for 2014 is an employee who meets either of the following tests.

    1. The employee was a $5 \%$ owner at any time during the year or the preceding year.
    2. The employee received more than $\$ 115,000$ in pay for the preceding year.

    You can choose to ignore test (2) if the employee was not also in the top $20 \%$ of employees when ranked by pay for the preceding year.

    ## Retirement Planning Services

    You may exclude from an employee's wages the value of any retirement planning advice or information you provide to your employee or his or her spouse if you maintain a qualified retirement plan as defined in section $219(\mathrm{~g})(5)$ of the Internal Revenue Code. In addition to employer plan advice and information, the services provided may include general advice and information on retirement. However, the exclusion does not apply to services for tax preparation, accounting, legal, or brokerage services. You cannot exclude from the wages of a highly compensated employee retirement planning services that are not available on the same terms to each member of a group of employees normally provided education and information about the employer's qualified retirement plan.

    ## Transportation (Commuting) Benefits

    This section discusses exclusion rules that apply to benefits you provide to your employees for their personal transportation, such as commuting to and from work. These rules apply to the following transportation benefits.

    - De minimis transportation benefits.
    - Qualified transportation benefits.

    Special rules that apply to demonstrator cars and qualified nonpersonal use vehicles are discussed under Working Condition Benefits, later in this section.

    ## De Minimis Transportation Benefits

    You can exclude the value of any de minimis transportation benefit you provide to an employee from the employee's wages, A de minimis transportation benefit is any local transportation benefit you provide to an employee if it has so little value (taking into account how frequently you provide transportation to your employees) that accounting for it would be unreasonable or administratively impracticable. For example, it applies to occasional transportation fare you give an employee because the employee is working overtime if the benefit is reasonable and is not based on hours worked.

    Employee. For this exclusion, treat any recipient of a de minimis transportation benefit as an employee.

    ## Qualified Transportation Beneffits

    This exclusion applies to the following benefits.

    - A ride in a commuter highway vehicle between the employee's home and work place.
    - A transit pass.
    - Qualified parking.
    - Qualified bicycle commuting reimbursement.

    The exclusion applies whether you provide only one or a combination of these benefits to your employees.

    Qualified transportation benefits can be provided directly by you or through a bona fide reimbursement arrangement. However, cash reimbursements for transit passes qualify only if a voucher or a similar item that the employee can exchange only for a transit pass is not readily available for direct distribution by you to your employee. A voucher is readily available for direct distribution only if an employee can obtain it from a voucher provider that does not impose fare media charges or other restrictions that effectively prevent the employer from obtaining vouchers. See Regulations section 1.132-9(b)(Q\&A 1619) for more information.

    Generally, you can exclude qualified transportation fringe benefits from an employee's wages even if you provide them in place of pay. However, qualified bicycle commuting reimbursements cannot be excluded if the reimbursements are provided in place of pay. For information about providing qualified transportation fringe benefits under a compensation reduction agreement, see Regulations section 1.132-9(b)(Q\&A 11-15).

    Commuter highway vehicle. A commuter highway vehicle is any highway vehicle that seats at least 6 adults (not including the driver). In addition, you must reasonably expect that at least $80 \%$ of the vehicle mileage will be for transporting employees between their homes and work place with employees occupying at least one-half the vehicle's seats (not including the driver's).

    Transitit pass. A transit pass is any pass, token, farecard, voucher, or similar item entitling a person to ride, free of charge or at a reduced rate, on one of the following.

    ## - On mass transit.

    - In a vehicle that seats at least 6 adults (not including the driver) if a person in the business of transporting persons for pay or hire operates it.
    Mass transit may be publicly or privately operated and includes bus, rail, or ferry. For guidance on the use of smart cards and debit cards to provide qualified transportation fringes, see Revenue Ruling 2006-57, 2006-47 I.R.B. 911, available at www.irs.gov/irb/2006-47/IRB/ar05.htmI and Notice 2010-94, 2010-52 I.R.B. 927, available at www.irs.gov/irb/2010-52 IRB/ar18.html.

    Qualified parking. Qualified parking is parking you provide to your employees on or near your business premises. It includes parking on or near the location from which your employees commute to work using mass transit, commuter highway vehicles, or carpools. It does not include parking at or near your employee's home.

    Qualified bicycle commuting reimbursement. For any calendar year, the exclusion for qualified bicycle commuting reimbursement includes any employer reimbursement during the 15 -month period beginning with the first day of the calendar year for reasonable expenses incurred by the employee during the calendar year.

    Reasonable expenses include:

    - The purchase of a bicycle, and
    - Bicycle improvements, repair, and storage.

    These are considered reasonable expenses as long as the bicycle is regularly used for travel between the employee's residence and place of employment.

    Employee. For this exclusion, treat the following individuals as employees.

    - A current employee.
    - A leased employee who has provided services to you on a substantially full-time basis for at least a year if the services are performed under your primary direction or control.

    A self-employed individual is not an employee for qualified transportation benefit purposes.

    Exception for S corporation shareholders. Do not treat a $2 \%$ shareholder of an $S$ corporation as an employee of the corporation for this purpose. A $2 \%$ shareholder is someone who directly or indirectly owns (at any time during the year) more than $2 \%$ of the corporation's stock or stock with more than $2 \%$ of the voting power. Treat a $2 \%$ shareholder as you would a partner in a partnership for fringe benefit purposes, but do not treat the benefit as a reduction in distributions to the $2 \%$ shareholder.

    Relation to other fringe benefits. You cannot exclude a qualified transportation benefit you provide to an employee under the de minimis or working condition benefit rules. However, if you provide a local transportation benefit other than by transit pass or commuter highway vehicle, or to a person other than an employee, you may be able to exclude all or part of the benefit under other fringe benefit rules (de minimis, working condition, etc.).

    Exclusion from wages. You can generally exclude the value of transportation benefits that you provide to an employee during 2014 from the employee's wages up to the following limits.

    - \$130 per month for combined commuter highway vehicle transportation and transit passes.
    - \$250 per month for qualified parking.
    - For a calendar year, $\$ 20$ multiplied by the number of qualified bicycle commuting months during that year for qualified bicycle commuting reimbursement of expenses incurred during the year.

    Qualified bicycle commuting month. For any employee, a qualified bicycle commuting month is any month the employee:

    1. Regularly uses the bicycle for a substantial portion of the travel between the employee's residence and place of employment and
    2. Does not receive:
    a. Transportation in a commuter highway vehicle,
    b. Any transit pass, or
    c. Qualified parking benefits.

    Benefits more than the limit. If the value of a benefit for any month is more than its limit, include in the employee's wages the amount over the limit minus any amount the employee paid for the benefit. You cannot exclude the excess from the employee's wages as a de minimis transportation benefit.

    More information. For more information on qualified transportation benefits, including van pools, and how to determine the value of parking, see Regulations section 1.132-9.

    ## Tuition Reduction

    An educational organization can exclude the value of a qualified tuition reduction it provides to an employee from the employee's wages.

    A tuition reduction for undergraduate education generally qualifies for this exclusion if it is for the education of one of the following individuals.

    1. A current employee.
    2. A former employee who retired or left on disability.
    3. A widow or widower of an individual who died while an employee.
    4. A widow or widower of a former employee who retired or left on disability.
    5. A dependent child or spouse of any individual listed in (1) through (4) above.

    A tuition reduction for graduate education qualifies for this exclusion only if it is for the education of a graduate student who performs teaching or research activities for the educational organization.

    For more information on this exclusion, see
    Publication 970.

    ## Working Condition Benefits

    This exclusion applies to property and services you provide to an employee so that the employee can perform his
    or her job. It applies to the extent the employee could deduct the cost of the property or services as a business expense or depreciation expense if he or she had paid for it. The employee must meet any substantiation requirements that apply to the deduction. Examples of working condition benefits include an employee's use of a company car for business, an employer-provided cell phone provided primarily for noncompensatory business purposes, and job-related education provided to an employee.

    This exclusion also applies to a cash payment you provide for an employee's expenses for a specific or prearranged business activity for which a deduction is otherwise allowable to the employee. You must require the employee to verify that the payment is actually used for those expenses and to return any unused part of the payment.

    For information on deductible employee business expenses, see Unreimbursed Employee Expenses in Publication 529, Miscellaneous Deductions.

    The exclusion does not apply to the following items.

    - A service or property provided under a flexible spending account in which you agree to provide the employee, over a time period, a certain level of unspecified noncash benefits with a predetermined cash value.
    - A physical examination program you provide, even if mandatory.
    - Any item to the extent the employee could deduct its cost as an expense for a trade or business other than your trade or business.

    Employee. For this exclusion, treat the following individuals as employees.

    - A current employee.
    - A partner who performs services for a partnership.
    - A director of your company.
    - An independent contractor who performs services for you.

    Vehicle allocation rules. If you provide a car for an employee's use, the amount you can exclude as a working condition benefit is the amount that would be allowable as a deductible business expense if the employee paid for its use. If the employee uses the car for both business and personal use, the value of the working condition benefit is the part determined to be for business use of the vehicle. See Business use of your car under Personal versus Business Expenses in chapter 1 of Publication 535. Also, see the special rules for certain demonstrator cars and qualified nonpersonal use vehicles discussed later.

    However, instead of excluding the value of the working condition benefit, you can include the entire annual lease value of the car in the employee's wages. The employee can then claim any deductible business expense for the car as an itemized deduction on his or her personal income tax return. This option is available only if you use the
    lease value rule (discussed in section 3) to value the benefit.

    Demonstrator cars. Generally, all of the use of a demonstrator car by your full-time auto salesperson qualifies as a working condition benefit if the use is primarily to facilitate the services the salesperson provides for you and there are substantial restrictions on personal use. For more information and the definition of "full-time auto salesperson," see Regulations section 1.132-5(o). For optional, simplified methods used to determine if full, partial, or no exclusion of income to the employee for personal use of a demonstrator car applies, see Revenue Procedure 2001-56. You can find Revenue Procedure 2001-56 on page 590 of Internal Revenue Bulletin 2001-51 at www.irs.gov/pub/irs-irbs/irb01-51.pdf.

    Qualiffed nonpersonal use vehicles. All of an employee's use of a qualified nonpersonal use vehicle is a working condition benefit. A qualified nonpersonal use vehicle is any vehicle the employee is not likely to use more than minimally for personal purposes because of its design. Qualified nonpersonal use vehicles generally include all of the following vehicles.

    - Clearly marked, through painted insignia or words, police, fire, and public safety vehicles.
    - Unmarked vehicles used by law enforcement officers if the use is officially authorized.
    - An ambulance or hearse used for its specific purpose.
    - Any vehicle designed to carry cargo with a loaded gross vehicle weight over 14,000 pounds.
    - Delivery trucks with seating for the driver only, or the driver plus a folding jump seat.
    - A passenger bus with a capacity of at least 20 passengers used for its specific purpose.
    - School buses.
    - Tractors and other special-purpose farm vehicles.
    - Bucket trucks, cement mixers, combines, cranes and dernicks, dump trucks (including garbage trucks), flatbed trucks, forklifts, qualified moving vans, qualified specialized utility repair trucks, and refrigerated trucks.
    See Regulations section 1.274-5(k) for the definition of qualified moving van and qualified specialized utility repair truck.

    Pickup trucks. A pickup truck with a loaded gross vehicle weight of 14,000 pounds or less is a qualified nonpersonal use vehicle if it has been specially modified so it is not likely to be used more than minimally for personal purposes. For example, a pickup truck qualifies if it is clearly marked with permanently affixed decals, special painting, or other advertising associated with your trade, business, or function and meets either of the following requirements.

    1. It is equipped with at least one of the following items.
    a. A hydraulic lift gate.
    b. Permanent tanks or drums.
    c. Permanent side boards or panels that materially raise the level of the sides of the truck bed.
    d. Other heavy equipment (such as an electric gen* erator, welder, boom, or crane used to tow automobiles and other vehicles).
    2. It is used primarily to transport a particular fype of load (other than over the public highways) in a construction, manufacturing, processing, farming, mining, drilling, timbering, or other similar operation for which it was specially designed or significantly modified.

    Vans. A van with a loaded gross vehicle weight of 14,000 pounds or less is a qualified nonpersonal use vehicle if it has been specially modified so it is not likely to be used more than minimally for personal purposes. For example, a van qualifies if it is clearly marked with permanently affixed decals, special painting, or other advertising associated with your trade, business, or function and has a seat for the driver only (or the driver and one other person) and either of the following items.

    - Permanent shelving that fills most of the cargo area.
    - An open cargo area and the van always carries merchandise, material, or equipment used in your trade, business, or function.

    Education. Certain job-related education you provide to an employee may qualify for exclusion as a working condition benefit. To qualify, the education must meet the same requirements that would apply for determining whether the employee could deduct the expenses had the employee paid the expenses. Degree programs as a whole do not necessarily qualify as a working condition benefit. Each course in the program must be evaluated individually for qualification as a working condition benefit. The education must meet at least one of the following tests.

    - The education is required by the employer or by law for the employee to keep his or her present salary, status, or job. The required education must serve a bona fide business purpose of the employer.
    - The education maintains or improves skills needed in the job.
    However, even if the education meets one or both of the above tests, it is not qualifying education if it:
    - Is needed to meet the minimum educational requirements of the employee's present trade or business, or
    - Is part of a program of study that will qualify the employee for a new trade or business.

    Outplacement services. An employee's use of outplacement services qualifies as a working condition benefit if you provide the services to the employee on the basis of need, you get a substantial business benefit from the services distinct from the benefit you would get from the payment of additional wages, and the employee is seeking employment in the same trade or business of the
    employer. Substantial business benefits include promoting a positive business image, maintaining employee morale, and avoiding wrongful termination suits.

    Outplacement services do not qualify as a working condition benefit if the employee can choose to receive cash or taxable benefits in place of the services. If you maintain a severance plan and permit employees to get outplacement services with reduced severance pay, include in the employee's wages the difference between the unreduced severance and the reduced severance payments.

    Exclusion from wages. You can generally exclude the value of a working condition benefit you provide to an employee from the employee's wages.

    Exception for independent contractors. You cannot exclude the value of parking (unless de minimis), transit passes (if their monthly value exceeds \$130 per month), or the use of consumer goods you provide in a product testing program from the compensation you pay to an independent contractor who performs services for you.

    Exception for company directors. You cannot exclude the value of the use of consumer goods you provide in a product testing program from the compensation you pay to a director.

    ## 3. Fringe Benefit Valuation Rules

    This section discusses the rules you must use to determine the value of a fringe benefit you provide to an employee. You must determine the value of any benefit you cannot exclude under the rules in section 2 or for which the amount you can exclude is limited. See Including taxable benefits in pay in section 1 .

    In most cases, you must use the general valuation rule to value a fringe benefit. However, you may be able to use a special valuation rule to determine the value of certain benefits.

    This section does not discuss the special valuation rule used to value meals provided at an employer-operated eating facility for employees. For that rule, see Regulations section 1.61-21(j). This section also does not discuss the special valuation rules used to value the use of aircraft. For those rules, see Regulations sections $1.61-21(\mathrm{~g})$ and ( h ). The fringe benefit valuation formulas are published in the Internal Revenue Bulletin as Revenue Rulings twice during the year. The formula applicable for the first half of the year is usually available at the end of March. The formula applicable for the second half of the year is usually available at the end of September.

    ## General Valuation Rule

    You must use the general valuation rule to determine the value of most fringe benefits. Under this rule, the value of a fringe benefit is its fair market value.

    Fair market value. The fair market value (FMV) of a fringe benefit is the amount an employee would have to pay a third party in an arm's-length transaction to buy or lease the benefit. Determine this amount on the basis of all the facts and circumstances.

    Neither the amount the employee considers to be the value of the fringe benefit nor the cost you incur to provide the benefit determines its FMV.

    Employer-provided vehicles. In general, the FMV of an employer-provided vehicle is the amount the employee would have to pay a third party to lease the same or similar vehicle on the same or comparable terms in the geographic area where the employee uses the vehicle. A comparable lease term would be the amount of time the vehicle is available for the employee's use, such as a 1-year period.

    Do not determine the FMV by multiplying a cents-per-mile rate times the number of miles driven unless the employee can prove the vehicle could have been leased on a cents-per-mile basis.

    ## Cents-Per-Mile Rule

    Under this rule, you determine the value of a vehicle you provide to an employee for personal use by multiplying the standard mileage rate by the total miles the employee drives the vehicle for personal purposes. Personal use is any use of the vehicle other than use in your trade or business. This amount must be included in the employee's wages or reimbursed by the employee. For 2014, the standard mileage rate is 56 cents per mile.

    You can use the cents-per-mile rule if either of the following requirements is met.

    - You reasonably expect the vehicle to be regularly used in your trade or business throughout the calendar year (or for a shorter period during which you own or lease it).
    - The vehicle meets the mileage test,

    $\Delta$Maximum automobile value. You cannot use the cents-per-mile rule for an automobile (any four-wheeled vehicle, such as a car, pickup truck, or van) if its value when you first make it available to any employee for personal use is more than an amount determined by the IRS as the maximum automobile value for the year. For example, you cannot use the cents-per-mile rule for an automobile that you first made available to an employee in 2013 if its value at that time exceeded $\$ 16,000$ for a passenger automobile or $\$ 17,000$ for a truck or van. The maximum automobile value for 2014 will be published in a notice in the Internal Revenue Bulletin early in 2014. If you and the employee own or lease the automobile together, see Regulations section 1.61-21(e)(1)(iii) (B).

    Vehicle. For the cents-per-mile rule, a vehicle is any motorized wheeled vehicle, including an automobile, manufactured primarily for use on public streets, roads, and highways.

    Regular use in your trade or business. A vehicle is regularly used in your trade or business if at least one of the following conditions is met.

    - At least $50 \%$ of the vehicle's total annual mileage is for your trade or business.
    - You sponsor a commuting pool that generally uses the vehicle each workday to drive at least three employees to and from work.
    - The vehicle is regularly used in your trade or business on the basis of all of the facts and circumstances. Infrequent business use of the vehicle, such as for occasional trips to the airport or between your multiple business premises, is not regular use of the vehicle in your trade or business.

    Mileage test. A vehicle meets the mileage test for a calendar year if both of the following requirements are met.

    - The vehicle is actually driven at least 10,000 miles during the year. If you own or lease the vehicle only part of the year, reduce the 10,000 mile requirement proportionately.
    - The vehicle is used during the year primarily by employees. Consider the vehicle used primarily by employees if they use it consistently for commuting. Do not treat the use of the vehicle by another individual whose use would be taxed to the employee as use by the employee.
    For example, if only one employee uses a vehicle during the calendar year and that employee drives the vehicle at least 10,000 miles in that year, the vehicle meets the mileage test even if all miles driven by the employee are personal.

    Consistency requirements. If you use the cents-per-mile rule, the following requirements apply.

    - You must begin using the cents-per-mile rule on the first day you make the vehicle available to any employee for personal use. However, if you use the commuting rule (discussed later) when you first make the vehicle available to any employee for personal use, you can change to the cents-per-mile rule on the first day for which you do not use the commuting rule.
    - You must use the cents-per-mile rule for all later years in which you make the vehicle available to any employee and the vehicle qualifies, except that you can use the commuting rule for any year during which use of the vehicle qualifies under the commuting rules. However, if the vehicle does not qualify for the cents-per-mile rule during a later year, you can use for that year and thereafter any other rule for which the vehicle then qualifies.
    - You must continue to use the cents-per-mile rule if you provide a replacement vehicle to the employee (and the vehicle qualifies for the use of this rule) and your primary reason for the replacement is to reduce federal taxes.

    Items included in cents-per-mile rate. The cents-per-mile rate includes the value of maintenance and insurance for the vehicle. Do not reduce the rate by the value of any service included in the rate that you did not provide. You can take into account the services actually provided for the vehicle by using the General Valuation Rule, earlier.

    For miles driven in the United States, its territories and possessions, Canada, and Mexico, the cents-per-mile rate includes the value of fuel you provide. If you do not provide fuel, you can reduce the rate by no more than 5.5 cents.

    For special rules that apply to fuel you provide for miles driven outside the United States, Canada, and Mexico, see Regulations section 1.61-21(e)(3)(ii)(B).

    The value of any other service you provide for a vehicle is not included in the cents-per-mile rate. Use the general valuation rule to value these services.

    ## Commuting Rule

    Under this rule, you determine the value of a vehicle you provide to an employee for commuting use by multiplying each one-way commute (that is, from home to work or from work to home) by $\$ 1.50$. If more than one employee commutes in the vehicle, this value applies to each employee. This amount must be included in the employee's wages or reimbursed by the employee.

    You can use the commuting rule if all the following requirements are met.

    - You provide the vehicle to an employee for use in your trade or business and, for bona fide noncompensatory business reasons, you require the employee to commute in the vehicle. You will be treated as if you had met this requirement if the vehicle is generally used each workday to carry at least three employees to and from work in an employer sponsored commuting pool.
    - You establish a written policy under which you do not allow the employee to use the vehicle for personal purposes other than for commuting or de minimis personal use (such as a stop for a personal errand on the way between a business delivery and the employee's home). Personal use of a vehicle is all use that is not for your trade or business.
    - The employee does not use the vehicle for personal purposes other than commuting and de minimis personal use.
    - If this vehicle is an automobile (any four-wheeled vehicle, such as a car, pickup truck, or van), the employee who uses it for commuting is not a control employee. See Control employee, later.

    Vehicle. For this rule, a vehicle is any motorized wheeled vehicle, including an automobile manufactured primarily for use on public streets, roads, and highways.

    Control employee. A control employee of a nongovernment employer for 2014 is generally any of the following employees.
    a A board or shareholder-appointed, confirmed, or elected officer whose pay is $\$ \mathbf{1 0 5 , 0 0 0}$ or more.

    - A director.
    - An employee whose pay is $\$ 210,000$ or more.
    - An employee who owns a $1 \%$ or more equity, capital, or profits interest in your business.
    A control employee for a government employer for 2014 is either of the following.
    - A government employee whose compensation is equal to or exceeds Federal Govemment Executive Level V. See the Office of Personnel Management website at www.opm.gov/policy-data-oversioht/pay-leave/salaries-wages/f for 2014 compensation information.
    - An elected official.

    Highly compensated employee alternative. Instead of using the preceding definition, you can choose to define a control employee as any highly compensated employee. A highly compensated employee for 2014 is an employee who meets either of the following tests.

    1. The employee was a $5 \%$ owner at any time during the year or the preceding year.
    2. The employee received more than $\$ 115,000$ in pay for the preceding year.
    You can choose to ignore test (2) if the employee was not also in the top $20 \%$ of employees when ranked by pay for the preceding year.

    ## Lease Value Rule

    Under this rule, you determine the value of an automobile you provide to an employee by using its annual lease value. For an automobile provided only part of the year, use either its prorated annual lease value or its daily lease value.

    If the automobile is used by the employee in your business, you generally reduce the lease value by the amount that is excluded from the employee's wages as a working condition benefit. In order to do this, the employee must account to the employer for the business use. This is done by substantiating the usage (mileage, for example), the time and place of the travel, and the business purpose of the travel. Written records made at the time of each business use are the best evidence. Any use of a com-pany-provided vehicle that is not substantiated as business use is included in income. The working condition benefit is the amount that would be an allowable business expense deduction for the employee if the employee paid for the use of the vehicle. However, you can choose to include the entire lease value in the employee's wages. See Vehicle allocation rules, under Working Condition Benefit in section 2.

    Automobile. For this rule, an automobile is any four-wheeled vehicle (such as a car, pickup truck, or van) manufactured primarily for use on public streets, roads, and highways.

    Consistency requirements. If you use the lease value rule, the following requirements apply.

    1. You must begin using this rule on the first day you make the automobile available to any employee for personal use. However, the following exceptions apply.
    a. If you use the commuting rule (discussed earlier in this section) when you first make the automobile available to any employee for personal use, you can change to the lease value rule on the first day for which you do not use the commuting rule.
    b. If you use the cents-per-mile rule (discussed earlier in this section) when you first make the automobile available to any employee for personal use, you can change to the lease value rule on the first day on which the automobile no longer qualifies for the cents-per-mile rule.
    2. You must use this rule for all later years in which you make the automobile available to any employee, except that you can use the commuting rule for any year during which use of the automobile qualifies.
    3. You must continue to use this rule if you provide a replacement automobile to the employee and your primary reason for the replacement is to reduce federal taxes.

    ## Annual Lease Value

    Generally, you figure the annual lease value of an automobile as follows.

    1. Determine the fair market value (FMV) of the automobile on the first date it is available to any employee for personal use.
    2. Using Table 3-1. Annual Lease Value Table, read down column (1) until you come to the dollar range within which the FMV of the automobile falls. Then read across to column (2) to find the annual lease value.
    3. Multiply the annual lease value by the percentage of personal miles out of total miles driven by the employee.

    ## Table 3-1. Annual Lease Value Table

    | (1) Automobile FMV | (2) Annual Lease |
    | :---: | :---: |
    | \$0 to 999 | \$ 600 |
    | 1,000 to 1,999 | 850 |
    | 2,000 to 2,999 | 1,100 |
    | 3,000 to 3,999 | 1,350 |
    | 4,000 to 4,999 | 1,600 |
    | 5,000 to 5,999 | 1,850 |
    | 6,000 to 6,999 | 2,100 |
    | 7,000 to 7,999 | 2,350 |
    | 8,000 to 8,999 | 2,600 |
    | 9,000 to 9,999 | 2,850 |
    | 10,000 to 10,999 | 3,100 |
    | 11,000 to 11,999 | 3,350 |
    | 12,000 to 12,999 | 3,600 |
    | 13,000 to 13,999 | 3,850 |
    | 14,000 to 14,999 | 4,100 |
    | 15,000 to 15,999 | 4,350 |
    | 16,000 to 16,999 | 4,600 |
    | 17,000 to 17,999 | 4,850 |
    | 18,000 to 18,999 | 5,100 |
    | 19,000 to 19,999 | 5,350 |
    | 20,000 to 20,999 | 5,600 |
    | 21,000 to 21,999 | 5,850 |
    | 22,000 to 22,999 | 6,100 |
    | 23,000 to 23,999 | 6,350 |
    | 24,000 to 24,999 | 6,600 |
    | 25,000 to 25,999 | 6,850 |
    | 26,000 to 27,999 | 7,250 |
    | 28,000 to 29,999 | 7,750 |
    | 30,000 to 31,999 | 8,250 |
    | 32,000 to 33,999 | 8,750 |
    | 34,000 to 35,999 | 9,250 |
    | 36,000 to 37,999 | 9,750 |
    | 38,000 to 39,999 | 10,250 |
    | 40,000 to 41,999 | 10,750 |
    | 42,000 to 43,999 | 11,250 |
    | 44,000 to 45,999 | 11,750 |
    | 46,000 to 47,999 | 12,250 |
    | 48,000 to 49,999 | 12,750 |
    | 50,000 to 51,999 | 13,250 |
    | 52,000 to 53,999 | 13,750 |
    | 54,000 to 55,999 | 14,250 |
    | 56,000 to 57,999 | 14,750 |
    | 58,000 to 59,999 | 15,250 |

    For automobiles with a FMV of more than $\$ 59,999$, the annual lease value equals (. $25 \times$ the FMV of the automobile) $+\$ 500$.

    FMV. The FMV of an automobile is the amount a person would pay to buy it from a third party in an arm's-length transaction in the area in which the automobile is bought or leased. That amount includes all purchase expenses, such as sales tax and title fees.

    If you have 20 or more automobiles, see Regulations section 1.61-21(d)(5)(v). If you and the employee own or lease the automobile together, see Regulations section 1.61-21(d)(2)(ii).

    You do not have to include the value of a telephone or any specialized equipment added to, or carried in, the automobile if the equipment is necessary for your business. However, include the value of specialized equipment if the employee to whom the automobile is available uses the
    specialized equipment in a trade or business other than yours.

    Neither the amount the employee considers to be the value of the benefit nor your cost for either buying or leasing the automobile determines its FMV. However, see Safe-harbor value, next.

    Safe-harbor value. You may be able to use a safe-harbor value as the FMV.

    For an automobile you bought at arm's length, the safe-harbor value is your cost, including sales tax, title, and other purchase expenses. You cannot have been the manufacturer of the automobile.

    For an automobile you lease, you can use any of the following as the safe-harbor value.

    - The manufacturer's invoice price (including options) plus $4 \%$.
    - The manufacturer's suggested retail price minus $8 \%$ (including sales tax, title, and other expenses of purchase).
    - The retail value of the automobile reported by a nationally recognized pricing source if that retail value is reasonable for the automobile.

    Items included in annual lease value table. Each annual lease value in the table includes the value of maintenance and insurance for the automobile. Do not reduce the annual lease value by the value of any of these services that you did not provide. For example, do not reduce the annual lease value by the value of a maintenance service contract or insurance you did not provide. You can take into account the services actually provided for the automobile by using the general valuation rule discussed earlier.

    Items not included. The annual lease value does not include the value of fuel you provide to an employee for personal use, regardless of whether you provide it, reimburse its cost, or have it charged to you. You must include the value of the fuel separately in the employee's wages. You can value fuel you provided at FMV or at 5.5 cents per mile for all miles driven by the employee. However, you cannot value at 5.5 cents per mile fuel you provide for miles driven outside the United States (including its possessions and territories), Canada, and Mexico.

    If you reimburse an employee for the cost of fuel, or have it charged to you, you generally value the fuel at the amount you reimburse, or the amount charged to you if it was bought at arm's length.

    If you have 20 or more automobiles, see Regulations section 1.61-21(d)(3)(ii)(D).

    If you provide any service other than maintenance and insurance for an automobile, you must add the FMV of that service to the annual lease value of the automobile to figure the value of the benefit.
    4-year lease term. The annual lease values in the table are based on a 4 -year lease term. These values will generally stay the same for the period that begins with the first
    date you use this rule for the automobile and ends on December 31 of the fourth full calendar year following that date.

    Figure the annual lease value for each later 4 -year period by determining the FMV of the automobile on January 1 of the first year of the later 4-year period and selecting the amount in column (2) of the table that corresponds to the appropriate dollar range in column (1).

    Using the special accounting rule. If you use the special accounting rule for fringe benefits discussed in section 4, you can figure the annual lease value for each later 4 -year period at the beginning of the special accounting period that starts immediately before the January 1 date described in the previous paragraph.

    For example, assume that you use the special accounting rule and that, beginning on November 1, 2013, the special accounting period is November 1 to October 31. You elected to use the lease value rule as of January 1, 2014. You can refigure the annual lease value on November 1, 2017, rather than on January 1, 2018.

    Transferring an automobile from one employee to another. Unless the primary purpose of the transfer is to reduce federal taxes, you can refigure the annual lease value based on the FMV of the automobile on January 1 of the calendar year of transfer.

    However, if you use the special accounting rule for fringe benefits discussed in section 4, you can refigure the annual lease value (based on the FMV of the automobile) at the beginning of the special accounting period in which the transfer occurs.

    ## Prorated Annual Lease Value

    If you provide an automobile to an employee for a continuous period of 30 or more days but less than an entire calendar year, you can prorate the annual lease value. Figure the prorated annual lease value by multiplying the annual lease value by a fraction, using the number of days of availability as the numerator and 365 as the denominator.

    If you provide an automobile continuously for at least 30 days, but the period covers 2 calendar years (or 2 special accounting periods if you are using the special accounting rule for fringe benefits discussed in section 4), you can use the prorated annual lease value or the daily lease value.

    If you have 20 or more automobiles, see Regulations section 1.61-21(d)(6).

    If an automobile is unavailable to the employee because of his or her personal reasons (for example, if the employee is on vacation), you cannot take into account the periods of unavailability when you use a prorated annual lease value.
    

    You cannot use a prorated annual lease value if the reduction of federal tax is the main reason the automobile is unavailable.

    ## Daily Lease Value

    If you provide an automobile to an employee for a continuous period of less than 30 days, use the daily lease value to figure its value. Figure the daily lease value by multiplying the annual lease value by a fraction, using four times the number of days of availability as the numerator and 365 as the denominator.

    However, you can apply a prorated annual lease value for a period of continuous availability of less than 30 days by treating the automobile as if it had been available for 30 days. Use a prorated annual lease value if it would result in a lower valuation than applying the daily lease value to the shorter period of availability.

    ## Unsafe Conditions Commuting Rule

    Under this rule, the value of commuting transportation you provide to a qualified employee solely because of unsafe conditions is $\$ 1.50$ for a one-way commute (that is, from home to work or from work to home). This amount must be included in the employee's wages or reimbursed by the employee.

    You can use the unsafe conditions commuting rule for qualified employees if all of the following requirements are met.

    - The employee would ordinarily walk or use public transportation for commuting.
    - You have a written policy under which you do not provide the transportation for personal purposes other than commuting because of unsafe conditions.
    - The employee does not use the transportation for personal purposes other than commuting because of unsafe conditions.
    These requirements must be met on a trip-by-trip basis.
    Commuting transportation. This is transportation to or from work using any motorized wheeled vehicle (including an automobile) manufactured for use on public streets, roads, and highways. You or the employee must buy the transportation from a party that is not related to you. If the employee buys it, you must reimburse the employee for its cost (for example, cab fare) under a bona fide reimbursement arrangement.

    Qualified employee. A qualified employee for 2014 is one who:

    - Performs services during the year;
    - Is paid on an hourly basis;
    - Is not claimed under section 213(a)(1) of the Fair Labor Standards Act (FLSA) of 1938 (as amended) to be exempt from the minimum wage and maximum hour provisions;
    - Is within a classification for which you actually pay, or have specified in writing that you will pay, overtime pay of at least one and one-half times the regular rate provided in section 207 of FLSA; and
    - Received pay of not more than $\$ 115,000$ during 2013.

    However, an employee is not considered a qualified employee if you do not comply with the recordkeeping requirements concerning the employee's wages, hours, and other conditions and practices of employment under section 211 (c) of FLSA and the related regulations.

    Unsafe conditions. Unsafe conditions exist if, under the facts and circumstances, a reasonable person would consider it unsafe for the employee to walk or use public transportation at the time of day the employee must commute. One factor indicating whether it is unsafe is the history of crime in the geographic area surrounding the employee's workplace or home at the time of day the employee commutes.

    ## 4. Rules for Withholding, Depositing, and Reporting

    Use the following guidelines for withholding, depositing, and reporting taxable noncash fringe benefits. For additional information on how to withhold on fringe benefits, see section 5 in Publication 15 (Circular E).

    Valuation of fringe benefits. Generally, you must determine the value of noncash fringe benefits no later than January 31 of the next year. Before January 31, you may reasonably estimate the value of the fringe benefits for purposes of withholding and depositing on time.

    Choice of period for withholding, depositing, and reporting. For employment tax and withholding purposes, you can treat noncash fringe benefits (including personal use of employer-provided highway motor vehicles) as paid on a pay period, quarter, semiannual, annual, or other basis. But the benefits must be treated as paid no less frequently than annually. You do not have to choose the same period for all employees. You can withhold more frequently for some employees than for others.

    You can change the period as often as you like as long as you treat all of the benefits provided in a calendar year as paid no later than December 31 of the calendar year.

    You can also treat the value of a single fringe benefit as paid on one or more dates in the same calendar year, even if the employee receives the entire benefit at one time. For example, if your employee receives a fringe benefit valued at $\$ 1,000$ in one pay period during 2014, you can treat it as made in four payments of $\$ 250$, each in a different pay period of 2014. You do not have to notify the IRS of the use of the periods discussed above.

    Transfer of property. The above choice for reporting and withholding does not apply to a cash fringe benefit or a fringe benefit that is a transfer of tangible or intangible personal property of a kind normally held for investment or a transfer of real property. For these kinds of fringe benefits, you must use the actual date the property was transferred to the employee.

    Withholding and depositing taxes. You can add the value of fringe benefits to regular wages for a payroll period and figure income tax withholding on the total. Or you can withhold federal income tax on the value of fringe benefits at the flat $25 \%$ rate that applies to supplemental wages. See section 7 in Publication 15 (Circular E) for the flat rate ( $39.6 \%$ ) when supplemental wage payments to an individual exceed $\$ 1$ million during the year.

    You must withhold the applicable income, social security, and Medicare taxes on the date or dates you chose to treat the benefits as paid. Deposit the amounts withheld as discussed in section 11 of Publication 15 (Circular E).

    Additional Medicare Tax withholding. In addition to withholding Medicare tax at $1.45 \%$, you must withhold a $0.9 \%$ Additional Medicare Tax from wages you pay to an employee in excess of $\$ 200,000$ in a calendar year. You are required to begin withholding Additional Medicare Tax in the pay period in which you pay wages in excess of $\$ 200,000$ to an employee and continue to withhold it each pay period until the end of the calendar year. Additional Medicare Tax is only imposed on the employee. There is no employer share of Additional Medicare Tax. All wages that are subject to Medicare tax are subject to Additional Medicare Tax withholding if paid in excess of the $\$ 200,000$ withholding threshold.

    For more information on what wages are subject to Medicare tax, see Table 2-1, earlier, and the chart, Special Rules for Various Types of Services and Payments, in section 15 of Publication 15, (Circular E). For more information on Additional Medicare Tax, visit IRS.gov and enter "Additional Medicare Tax" in the search box.

    Amount of deposit. To estimate the amount of income tax withholding and employment taxes and to deposit them on time, make a reasonable estimate of the value of the fringe benefits provided on the date or dates you chose to treat the benefits as paid. Determine the estimated deposit by figuring the amount you would have had to deposit if you had paid cash wages equal to the estimated value of the fringe benefits and withheld taxes from those cash wages. Even if you do not know which employee will receive the fringe benefit on the date the deposit is due, you should follow this procedure.

    If you underestimate the value of the fringe benefits and deposit less than the amount you would have had to deposit if the applicable taxes had been withheld, you may be subject to a penalty.

    If you overestimate the value of the fringe benefit and overdeposit, you can either claim a refund or have the overpayment applied to your next Form 941, Employer's QUARTERLY Federal Tax Return. See the Instructions for Form 941.

    If you paid the required amount of taxes but withheld a lesser amount from the employee, you can recover from the employee the social security, Medicare, or income taxes you deposited on the employee's behalf and included on the employee's Form W-2. However, you must recover the income taxes before April 1 of the following year.

    Paying your employee's share of social security and Medicare taxes. If you choose to pay your employee's social security and Medicare taxes on taxable fringe benefits without deducting them from his or her pay, you must include the amount of the payments in the employee's income. Also, if your employee leaves your employment and you have unpaid and uncollected taxes for noncash benefits, you are still liable for those taxes. You must add the uncollected employee share of social security and Medicare tax to the employee's wages. Follow the procedure discussed under Employee's Portion of Taxes Paid by Employer in section 7 of Publication 15-A. Do not use withheld federal income tax to pay the social security and Medicare tax.

    Special accounting rule. You can treat the value of taxable noncash benefits as paid on a pay period, quarterly, semi-annually, annually, or on another basis, provided that the benefits are treated as paid no less frequently than annually. You can treat the value of taxable noncash fringe benefits provided during the last two months of the calendar year, or any shorter period within the last two months, as paid in the next year. Thus, the value of taxable noncash benefits actually provided in the last two months of 2013 could be treated as provided in 2014 together with the value of benefits provided in the first 10 months of 2014. This does not mean that all benefits treated as paid during the last two months of a calendar year can be deferred until the next year. Only the value of benefits actually provided during the last two months of the calendar year can be treated as paid in the next calendar year.

    Limitation. The special accounting rule cannot be used, however, for a fringe benefit that is a transfer of tangible or intangible personal property of a kind normally held for investment or a transfer of real property.

    Conformity rules. Use of the special accounting rule is optional. You can use the rule for some fringe benefits but not others. The period of use need not be the same for each fringe benefit. However, if you use the rule for a particular fringe benefit, you must use it for all employees who receive that benefit.

    If you use the special accounting rule, your employee also must use it for the same period you use it. But your employee cannot use the special accounting rule unless you do.

    You do not have to notify the IRS if you use the special accounting rule. You may also, for appropriate reasons, change the period for which you use the rule without notifying the IRS. But you must report the income and deposit the withheld taxes as required for the changed period.

    Special rules for highway motor vehicles. If an employee uses the employer's vehicle for personal purposes, the value of that use must be determined by the employer and included in the employee's wages. The value of the personal use must be based on fair market value or determined by using one of the following three special valuation rules previously discussed in section 3.

    - The lease value rule.
    - The cents-per-mile rule.
    - The commuting rule (for commuting use only).

    Election not to withhold income tax. You can choose not to withhold income tax on the value of an employee's personal use of a highway motor vehicle you provided. You do not have to make this choice for all employees. You can withhold income tax from the wages of some employees but not others. You must, however, withhold the applicable social security and Medicare taxes on such benefits.

    You can choose not to withhold income tax on an employee's personal use of a highway motor vehicle by:

    - Notifying the employee as described below that you choose not to withhold, and
    - Including the value of the benefits in boxes 1,3,5, and 14 on a timely furnished Form W-2. For use of a separate statement in lieu of using box 14 , see the General Instructions for Forms W-2 and W-3.
    The notice must be in writing and must be provided to the employee by January 31 of the election year or within 30 days after a vehicle is first provided to the employee, whichever is later. This notice must be provided in a manner reasonably expected to come to the attention of the affected employee. For example, the notice may be mailed to the employee, included with a paycheck, or posted where the employee could reasonably be expected to see it. You can also change your election not to withhold at any time by notifying the employee in the same manner.

    Amount to report on Forms 941 (or Form 944) and $\mathrm{W}-2$. The actual value of fringe benefits provided during a calendar year (or other period as explained under Special accounting rule, earlier in this section) must be determined by January 31 of the following year. You must report the actual value on Forms 941 (or Form 944) and W-2. If you choose, you can use a separate Form W-2 for fringe benefits and any other benefit information.

    Include the value of the fringe benefit in box 1 of Form W-2. Also include it in boxes 3 and 5, if applicable. You may show the total value of the fringe benefits provided in the calendar year or other period in box 14 of Form W-2. However, if you provided your employee with the use of a highway motor vehicle and included $100 \%$ of its annual lease value in the employee's income, you must also report it separately in box 14 or provide it in a separate statement to the employee so that the employee can compute the value of any business use of the vehicle.

    If you use the special accounting rule, you must notify the affected employees of the period in which you used it. You must give this notice at or near the date you give the Form W-2, but not earlier than with the employee's last paycheck of the calendar year.

    ## How To Get Tax Help

    Whether it's help with a tax issue or a need for a free publication or form, get the help you need the way you want it:
    online, use a smart phone, call or walk in to an IRS office or volunteer site near you.

    Internet. IRS.gov and IRS2Go are ready when you are- 24 hours a day, 7 days a week to.

    - Download the free IRS2Go app from the iTunes app store or from Google Play. Use it to watch the IRS YouTube channel, get IRS news as soon as it's released to the public, subscribe to filing season updates or daily tax tips, and follow the IRS Twitter news feed, @lRSnews, to get the latest federal tax news, including information about tax law changes and important IRS programs.
    - Use Tax Trails, one of the Tax Topics on IRS.gov which contain general individual and business tax information or by searching the IRS Tax Map, which includes an international subject index. You can use the IRS Tax Map, to search publications and instructions by topic or keyword. The IRS Tax Map integrates forms and publications into one research tool and provides single-point access to tax law information by subject. When the user searches the IRS Tax Map, they will be provided with links to related content in existing IRS publications, forms and instructions, questions and answers, and Tax Topics.
    - Visit Understanding Your IRS Notice or Letter to get answers to questions about a notice or letter you received from the IRS.
    - Make a payment using one of several safe and convenient electronic payment options available on IRS.gov. Select the Payment tab on the front page of IRS.gov for more information.
    - Request an Electronic Filing PIN by going to IRS.gov and entering Electronic Filing PIN in the search box.
    - Download forms, instructions and publications, including accessible versions for people with disabilities.
    - Locate the nearest Taxpayer Assistance Center (TAC) using the Office Locator tool on IRS.gov, or choose the Contact Us option on the IRS2Go app and search Local Offices. An employee can answer questions about your tax account or help you set up a payment plan. Before you visit, check the Office Locator on IRS.gov, or Local Offices under Contact Us on IRS2Go to confirm the address, phone number, days and hours of operation, and the services provided. If you have a special need, such as a disability, you can request an appointment. Call the local number listed in the Office Locator, or look in the phone book under United States Government, Internal Revenue Service.
    - Apply for an Employer Identification Number (EIN). Go to IRS.gov and enter Apply for an EIN in the search box.
    - Read the Internal Revenue Code, regulations, or other official guidance.
    - Read Internal Revenue Bulletins.
    - Sign up to receive local and national tax news and more by email. Just click on "subscriptions" above the search box on IRS.gov and choose from a variety of options.

    Phone. You can call the IRS, or you can carry it in your pocket with the IRS2Go app on your smart phone or tablet. Download the free IRS2Go app from the iTunes app store or from Google Play.

    - Call 1-800-TAX-FORM (1-800-829-3676) to order cur-rent-year forms, instructions, publications, and prior-year forms and instructions (limited to 5 years). You should receive your order within 10 business days.
    - Call TeleTax, 1-800-829-4477 to listen to pre-recorded messages covering general and business tax information.
    - Call the IRS Business and Specialty Tax Line with your employment tax questions at 1-800-829-4933.
    - Call using TDD/TTY equipment, 1-800-829-4059 to ask tax questions or order forms and publications. The TDD/TTY telephone number is for people who are deaf, hard of hearing, or have a speech disability. These individuals can also contact the IRS through relay services such as the Federal Relay Service.

    Walk-in. You can find a selection of forms, publications and services -in-person.

    - Products. You can walk in to some post offices, libraries, and IRS offices to pick up certain forms, instructions, and publications. Some IRS offices, libraries, and city and county govemment offices have a collection of products available to photocopy from reproducible proofs.
    - Services. You can walk in to your local TAC for face-to-face tax help. An employee can answer questions about your tax account or help you set up a payment plan. Before visiting, use the Office Locator tool on IRS.gov, or choose the Contact Us option on the IRS2Go app and search Local Offices for days and hours of operation, and services provided.

    Mail. You can send your order for forms, instructions, and publications to the address below. You should receive a response within 10 business days after your request is received.

    Internal Revenue Service
    1201 N. Mitsubishi Motorway
    Bloomington, IL 61705-6613

    The Taxpayer Advocate Service Is Here to Help You. The Taxpayer Advocate Service (TAS) is your voice at the IRS. Our job is to ensure that every taxpayer is treated fairly and that you know and understand your rights.

    What can TAS do for you? We can offer you free help with IRS problems that you can't resolve on your own. We
    know this process can be confusing, but the worst thing you can do is nothing at all! TAS can help if you can't resolve your tax problem and:

    - Your problem is causing financial difficulties for you, your family, or your business.
    - You face (or your business is facing) an immediate threat of adverse action.
    - You've tried repeatedly to contact the IRS but no one has responded, or the IRS hasn't responded by the date promised.

    If you qualify for our help, you'll be assigned to one advocate who'll be with you at every turn and will do everything possible to resolve your problem. Here's why we can help:

    - TAS is an independent organization within the IRS.
    - Our advocates know how to work with the IRS.
    - Our services are free and tailored to meet your needs.
    - We have offices in every state, the District of Columbla, and Puerto Rico.

    How can you reach us? If you think TAS can help you, call your local advocate, whose number is in your local directory and at Taxpayer Advocate, or call us toll-free at 1-877-777-4778.

    How else does TAS help taxpayers?
    TAS also works to resolve large-scale, systemic problems that affect many taxpayers. If you know of one of these broad issues, please report it to us through our Systemic Advocacy Management System.

    Index To help us develop a more useful index, please let us know if you have ideas for index entries.
    

    Internal Revenue Bulletin: 2010-23

    June 7, 2010

    ## T.D. 9483

    ## Qualified Nonpersonal Use Vehicles

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    DEPARTMENT OF THE TREASURY

    ## Intemal Revenue Service

    26 CFR Part 1

    ## AGENCY:

    Internal Revenue Service (IRS), Treasury.

    ## ACTION:

    inal Regulations.

    ## SUMMARY:

    
    
     employees who use such vehicles.

    ## DATES:

    Effective Date: These regulations are effective on May 19, 2010.
    Applicability Date: These regulations apply to uses of clearly marked public safety officer vehicles occurring after May 19, 2010.

    ## FOR FURTHER INFORMATION CONTACT:

    Don Parkinson at (202) 622-6040 (not a toll-free number).

    ## SUPPLEMENTARY INFORMATION:

    ## Background

    ## SUPPLEMENTARY INFORMATION:

    This document contains final Income Tax Regulations under section 274(i) added by section 2(b) of Public Law 99-44 (May 24, 1985), which provides a definition of qualified nonpersonal use vehicle. Temporary Regulation $\S 1.274-5 \mathrm{~T}(\mathrm{k})$, identifying categories of qualified nonpersonal use vehicles and Temporary Regulation $\S 1.274-5 \mathrm{~T}(\mathrm{I})$, providing for definitions of the terms "automobile," "vehicle," "employer," "employee," and "personal use" were issued in 1985. (T.D. 8061, 1985-2 C.B. 93 (1985)). A notice of proposed rulemaking was issued by cross-reference to Temporary Regulation §1.274-5T(k). (LR-145-84, 50 FR 46088, 1985-2 C.B. 809 (1985)).

    On June 9,2008 , proposed regulations (REG-106897-08, 2008-1 C.B. 1175) were published in the Federal Register ( 73 FR 32500 ). The proposed regulations incorporated the text of $\$ 1.274-5 \mathrm{~T}(\mathrm{k})$ and added clearly marked public safety officer vehicles as a new type of qualified nonpersonal use vehicle, listed along with clearly marked police and fire vehicles at §1.274-5(k)(2)(ii)(A). A definition of clearly marked public safety officer vehicles was added to the provision defining clearly marked police and fire vehicles at §1.274$5(\mathrm{k})(3)$, and an example illustrating application of the rules to a public safety officer vehicle was added at $\$ 1.274-5(\mathrm{k})(8)$ Example 3. The proposed regulations incorporated the text of $\$ 1.274-5 \mathrm{~T}(\mathrm{I})$ with no changes. The corresponding provisions of the proposed regulations in LR-145-84 were withdrawn on June 8, 2008.

    Written public comments on the proposed regulations at $\$ 1.274-5(\mathrm{k})$ and (I) were received and no hearing was requested. After consideration of all the comments, these final regulations adopt the provisions of the proposed regulations with an amendment to Example 3 and the provision of a new Example 4 in $\S 1.274-5(\mathrm{k})(8)$ which are intended to assist uxpayers in determining whether individual employees meet the definition of public safety officer. The temporary regulations at $\$ 1.274-5 \mathrm{~T}(\mathrm{k})$ and (l) are withdrawn concurrently ith the publication of these final regulations in the Federal Register. The remaining temporary regulations at $\$ 1.274-5 \mathrm{~T}$ are unaffected by this Treasury decision.

    ## Summary of Comments and Explanation of Provisions

    criteria to be a qualified nonpersonal use vehicle under section 274 (i) will also qualify as a working condition fringe benefit that is excluded from the recipient's income under section 132 (d). Thus, if an employer provides an employee with a qualified nonpersonal use vehicle, the employee does not need to keep records of how the vehicle is used, and both the business and the personal use of the vehicle will be excluded from the employee's income as a working condition fringe benefit under section 132(d).

    Section 274 (i) provides that a qualified nonpersonal use vehicle is any vehicle which by reason of its nature is not likely to be used more than a de minimis amount for personal purposes. The legislative history to section 274 (i) provided a list of qualified nonpersonal use vehicles and identified a number of examples of qualified nonpersonal use vehicles ich as school buses, qualified specialized utility repair trucks, and qualified moving vans. The legislative history indicated that Congress wanted the Commissioner to expand the st to include other vehicles appropriate for listing because by their nature it is highly unlikely that they will be used more than a very minimal amount for personal purposes. H.R. Rep. No. 99-34, at 11 (1985).

    Passenger automobiles such as sedans and sport utility vehicles are generally not exempt from taxation as qualified nonpersonal use vehicles because by design they can easily be used for personal purposes. However, unmarked law enforcement vehicles and clearly marked police and fire vehicles are included in the list of qualified nonpersonal use vehicles set forth in the legislative history to section 274(i) and incorporated into these final regulations.

    Under prior rules, clearly marked vehicles provided to Federal, state and local government workers who respond to emergency situations did not satisfy the current regulations governing qualified nonpersonal use vehicles if the individual workers were not employed by either the fire department or police department. These final regulations, consistent with the proposed regulations, add clearly marked public safety officer vehicles to the list of qualified nonpersonal use vehicles so that emergency responders who are not employed by either the fire department or police department receive the same treatment as those who work for the police or fire department.

    A clearly marked public safety officer vehicle is a vehicle owned or leased by a governmental unit or any agency or instrumentality thereof, that is required to be used for commuting by a public safety officer as defined in section $402(1)(4)(C)$ who, when not on a regular shift, is on call at all times, provided that any personal use (other than commuting) of the vehicle outside the limit of the public safety officer's obligation to respond to an emergency is prohibited by such governmental unit. A public safety officer vehicle is clearly marked if, through painted insignia or words, it is readily apparent that the vehicle is a public safety officer vehicle.

    Section $402(1)(4)(C)$ provides that the term "public safety officer" shall have the same meaning given such term by the Omnibus Crime Control and Safe Streets Act of 1968, as codified at 42 U.S.C. section $3796 \mathrm{~b}(9)(\mathrm{A})$. The definition of public safety officer is part of the Public Safety Officer's Benefits Act which was enacted as part L of Titte I of the Omnibus Crime Control and Safe Streets Act of 1968.42 U.S.C. section $3796 \mathrm{~b}(9)$ (A) defines public safety officer as "an individual serving a public agency in an official capacity, with or without compensation, as a law enforcement officer, a firefighter, a chaplain, or as a member of a rescue squad or ambulance crew."

    Some commenters suggested eliminating some of the requirements pertaining to qualified nonpersonal use vehicles. In particular, commenters suggested elimination of the requirement that the vehicle be clearly marked, or the requirement that the individual be on call at all times, or the requirement that the vehicle be specially equipped.

    Qualified nonpersonal use vehicles were exempted from the substantiation and recordkeeping requirements imposed under section 274(d) and minimal personal use of such vehicles was excluded from income because the nature of the vehicles prevents more than a de minimis amount of personal use. If an individual is not on call at all times, personal use may be more than de minimis. If the vehicle is not required to be specially equipped or clearly marked, the vehicle will function easily as a personal use vehicle and is not readily distinguishable from vehicles routinely used for personal purposes. Thus, these suggested changes were not adopted because they conflict with the underlying goal and purpose of the statute.

    A number of comments were made urging that various specific types of workers be included within the definition "public safety officer." For example, commenters suggested the definition of public safety officer should be expanded to include employees who respond to local disasters such as flash floods, pipeline ruptures, hazardous material accidents, bridge collapses, and mining accidents. Additionally commenters suggested that child protective service workers, emergency management personnel, and members of Incident Management Teams which are part of the Department of Homeland Security's National Incident Management System should all be included in the definition of public safety officer.

    The determination of the status of an individual as a public safety officer is made pursuant to a facts and circumstances analysis based on an evaluation of the relevant criteria in the Public Safety Officers' Benefits Act of 1978 and its regulations (PSOB Regulations, 28 C.F.R. pt. 32). The PSOB regulations set forth criteria to be used in determining whether dividual workers are public safety officers. For example, the PSOB Regulations at 28 C.F.R. 32.3 define "rescue squad or ambulance crew" as follows: "a squad or crew whose nembers are rescue workers, ambulance drivers, paramedics, health-care responders, emergency medical technicians, or other similar workers who-
    (1) Are trained in rescue activity or the provision of emergency medical services; and
    (2) As such members, have the legal authority and responsibility to-
    (i) Engage in rescue activity; or
    (ii) Provide emergency medical services."

    Rescue activity means "search or rescue assistance in locating or extracting from danger persons lost, missing, or in imminent danger of serious bodily harm."
    Emergency medical services means-
    "(1) Provision of first-response emergency medical care (other than in a permanent medical-care facility); or
    (2) Transportation of persons in medical distress (or under emergency conditions) to medical-care facilities."

    As a general rule, the determination of the status of an individual as a rescue squad or ambulance crew member is based on whether that individual is trained to engage in rescue activity or to provide emergency medical services and whether that individual has legal authority and legal responsibility to engage in rescue activity or provide emergency medical services.

    Thus, an individual's job titte is not determinative of his or her status as a public safety officer. Instead, the determination is made based on the facts and circumstances of the individual's employment, including their training, legal authority and legal responsibility. Example 3 has been modified and an Example 4 has been added to clarify this analysis using the criteria in the PSOB Regulations. Moreover, these final regulations have not been amended to add additional job titles to the definition of public safety officer as suggested by commenters because an employee's job title is not determinative of their status as a public safety officer.

    ## Special Analyses

    It has been determined that this Treasury decision is not a significant regulatory action as defined in Executive Order 12866. Therefore, a regulatory assessment is not required. It has also been determined that section 553(b) of the Administrative Procedure Act (5 U.S.C. chapter 5) does not apply to these regulations. It is hereby certified that these regulations will not have a significant economic impact on a substantial number of small entities. This certification is based upon the fact that these regulations do not require a collection of information and do not impose any new or different requirements on small entities. Therefore, a Regulatory Flexibility Analysis under the Regulatory Flexibility Act ( 5 U.S.C. chapter 6) is not required. Pursuant to section 7805(f) of the Internal Revenue Code, this notice of proposed rulemaking has been submitted to the Chief Council for Advocacy of the Small Business Administration for comment on its impact on small business.

    ## Adoption of Amendments to the Regulations

    Accordingly, 26 CFR part 1 is amended as follows:

    ## ART 1-INCOME TAXES

    Paragraph 1. The authority citation for part 1 continues to read in part as follows:
    Authority: 26 U.S.C. $7805^{* * *}$
    Par. 2. Section 1.132-5 paragraph (h) is revised to read as follows:

    ## §1.132-5 Working condition fringes.

    (h) Qualified nonpersonal use vehicles-(1) In general. Except as provided in paragraph (h)(2) of this section, 100 percent of the value of the use of a qualified nonpersonal use vehicle (as described in $\S 1.274-5(\mathrm{k})$ ) is excluded from gross income as a working condition fringe, provided that, in the case of a vehicle described in §1.274-5(k)(3) through (8), le use of the vehicle conforms to the requirements of paragraphs (k)(3) through (8).
    (2) Shared usage of qualified nonpersonal use vehicles. In general, a working condition fringe under this paragraph (h) is available to the driver and all passengers of a qualified nompersonal use vehicle. However, a working condition fringe under this paragraph ( $h$ ) is available only with respect to the driver and not with respect to any passengers of a qualified nonpersonal use vehicle described in §1.274-5(k)(2)(ii)(L) or (P).
    *****
    Par. 3. Section 1.274-5 paragraphs ( $k$ ) and (I) and the last sentence of paragraph ( m ) are revised to read as follows:

    ## §1.274-5 Substantiation Requirements.

    *****
    (k) Exceptions forqualified nonpersonal use vehicles-(1) In general. The substantiation requirements of section 274(d) and this section do not apply to any qualified nonpersonal use vehicle (as defined in paragraph (k)(2) of this section).
    (2) Qualified nonpersonal use vehicle-(i) In general. For purposes of section 274(d) and this section, the term qualifed nonpersonal use vehicle means any vehicle which, by reason of its nature (that is, design), is not likely to be used more than a de minimis amount for personal purposes.
    (ii) List of vehicles. Vehicles which are qualified nonpersonal use vehicles include the following:
    (A) Clearly marked police, fire, and public safety officer vehicles (as defined and to the extent provided in paragraph (k)(3) of this section),
    (B) Ambulances used as such or hearses used as such,
    (C) Any vehicle designed to carry cargo with a loaded gross vehicle weight over 14,000 pounds,
    (D) Bucket trucks (cherry pickers),
    (E) Cement mixers,
    (F) Combines,
    (G) Cranes and derricks,
    (H) Delivery trucks with seating only for the driver, or only for the driver plus a folding jump seat,
    (I) Dump trucks (including garbage trucks),
    (J) Flatbed trucks,
    C) Forklifts,
    (L) Passenger buses used as such with a capacity of at least 20 passengers,
    (M) Qualified moving vans (as defined in paragraph (k)(4) of this section),
    (N) Qualified specialized utility repair tucks (as defined in paragraph (k)(5) of this section),
    (O) Refrigerated trucks,
    (P) School buses (as defined in section 4221(d)(7)(c)),
    (Q) Tractors and other special purpose farm vehicles,
    (R) Unmarked vehicles used by law enforcement officers (as defined in paragraph (k)(6) of this section) if the use is officially authorized, and
    (S) Such other vehicles as the Commissioner may designate.
    (3) Clearly marked police, fire, or public safety officer vehicles. A police, fire, or public safety officer vehicle is a vehicle, owned or leased by a govemmental unit, or any agency or instrumentality thereof, that is required to be used for commuting by a police officer, fire fighter, or public safety officer (as defined in section 402(I)(4)(C) of this chapter) who, when not on a regular shift, is on call at all times, provided that any personal use (other than commuting) of the vehicle outside the limit of the police officer's arrest powers or the fire fighter's or public safety officer's obligation to respond to an emergency is prohibited by such governmental unit. A police, fire, or public safety officer vehicle is clearly marked if, through painted insignia or words, it is readily apparent that the vehicle is a police, fire, or public safety officer vehicle. A marking on a license plate is not a clear marking for purposes of this paragraph ( k ).
    (4) Qualified moving van. The term qualified moving van means any truck or van used by a professional moving company in the trade or business of moving household or business goods if-
    (i) No personal use of the van is allowed other than for travel to and from a move site (or for de minimis personal use, such as a stop for lunch on the way between two move sites);
    (ii) Personal use for travel to and from a move site is an irregular practice (that is, not more than five times a month on average); and
    (iii) Personal use is limited to situations in which it is more convenient to the employer, because of the location of the employee's residence in relation to the location of the move site, for the van not to be returned to the employer's business location.
    (5) Qualified specialized ufily repair truck, The term qualifed specialized utily repair truck means any truck (not including a van or pickup truck) specifcaly designed and used to carry heavy tools, testing equipment, or parts if-
    (i) The shelves, racks, or other permanent interior construction which has been installed to carry and store such heavy items is such that it is unlikely that the truck will be used more than a de minimis amount for personal purposes; and
    i) The employer requires the employee to drive the truck home in order to be able to respond in emergency situations for purposes of restoring or maintaining electricity, gas, telephone, water, sewer, or steam utility services.
    (6) Unmarked law enforcement vehicles-(i) /n general. The substantiation requirements of section 274(d) and this section do not apply to officially authorized uses of an unmarked vehicle by a "law enforcement officer". To qualify for this exception, any personal use must be authorized by the Federal, State, county, or local governmental agency or department that owns or leases the vehicle and employs the officer, and must be incident to law-enforcement functions, such as being able to report directly from home to a stakeout or surveillance site, or to an emergency situation. Use of an unmarked vehicle for vacation or recreation trips cannot qualify as an authorized use.
    (ii) Law enforcement officer. The term law enforcement officer means an individual who is employed on a full-time basis by a governmental unit that is responsible for the prevention or investigation of crime involving injury to persons or property (including apprehension or detention of persons for such crimes), who is authorized by law to carry firearms, execute search warrants, and to make arrests (other than merely a citizen's arrest), and who regularly carries firearms (except when it is not possible to do so because of the requirements of undercover work). The term "law enforcement officer" may include an arson investigator if the investigator othenvise meets the requirements of this paragraph (k)(6)(ii), but does not include Internal Revenue Service special agents.
    ) Trucks and vans. The substantiation requirements of section 274(d) and this section apply generally to any pickup truck or van, unless the truck or van has been specially iodified with the result that it is not likely to be used more than a de minimis amount for personal purposes. For example, a van that has only a front bench for seating, in which permanent shelving that fills most of the cargo area has been installed, that constantly carries merchandise or equipment, and that has been specially painted with advertising or the company's name, is a vehicle not likely to be used more than a de minimis amount for personal purposes.

    ## (8) Examples. The following examples illustrate the provisions of paragraph (k)(3) and (6) of this section:

    Example 1. Detective $C$, who is a "law enforcement officer" employed by a state police department, headquartered in City $M$, is provided with an unmarked vehicle (equipped with radio communication) for use during off-duty hours because C must be able to communicate with headquarters and be available for duty at any time (for example, to report to a surveilance or crime site). The police department generally has officially authorized personal use of the vehicle by C but has prohibited use of the vehicle for recreational purposes or for personal purposes outside the state. Thus, C's use of the vehicle for commuting between headquarters or a surveillance site and home and for personal errands is authorized personal use as described in paragraph (k)(6)(i) of this section. With respect to these authorized uses the vehicle is not subject to the substantiation requirements of section 274(d) and the value of these uses is not included in C's gross income.

    Example 2. Detective T is a "law enforcement officer" employed by City M. T is authorized to make arrests only within M's city limits. T, along with all other officers of the force, is ordinarily on duty for eight hours each work day and on call during the other sixteen hours. Tis provided with the use of a clearly marked police vehicle in which $T$ is required to commute to his home in City $M$. The police department's official policy regarding marked police vehicles prohibits its personal use (other than commuting) of the vehicles outside the city limits. When not using the vehicle on the job, Tuses the vehicle only for commuting, personal errands on the way between work and home, and personal errands within City M. All use of the vehicle by T conforms to the requirements of paragraph (k)(3) of this section. Therefore, the value of that use is excluded from T's gross income as a working condition fringe and the vehicle is not subject to the substantiation requirements of section 274(d).

    Example 3. Director $C$ is employed by City $M$ as the director of the City's rescue squad and is provided with a vehicle for use in responding to emergencies. Director $C$ is trained in rescue activity and has the legal authority and Iegal responsibility to engage in rescue activity. The city's rescue squad is not a part of City M 's police or fire departments. The director's vehicle is a sedan which is painted with insignia and words identifying the vehicle as being owned by the City's rescue squad. $C$, when not on a regular shift, is on call at all times. The City's official policy regarding clearly marked public safety officer vehicles prohibits personal use (other than for commuting) of the vehicle outside of the limits of the public safety officer's obligation to respond to an emergency. When not using the vehicle to respond to emergencies, City M authorizes C to use the vehicle only for commuting, personal errands on the way between work and home, and personal errands within the limits of C 's obligation to respond to emergencies. With respect to these authorized uses, the vehicle is not subject to the substantiation requirements of section 274 (d) and the value of these uses is not includable in C's gross income.
    Example 4. Coroner $D$ is employed by County $N$ to investigate and determine the cause, time, and manner of certain deaths occurring in the County. Coroner $D$ also safeguards the property of the deceased, notifies the next of kin, conducts inquests, and arranges for the burial of indigent persons. D is provided with a vehicle for use by County N . The vehicle is to be used in County $N$ business and for commuting. Personal use other than for commuting purposes is forbidden. D is trained in rescue activity but has no legal authority or legal responsibility to engage in rescue activity. D's vehicle is a sedan which is painted with insignia and words identifying it as a County $N$ vehicle. $D$, when not on a regular shift, is on call at all times. D does not satisfy the criteria of a public safety officer under $28 \mathrm{C} . \mathrm{F} . \mathrm{R}$. $\S 32.3$ (2008). Thus, D's vehicle cannot qualify as a clearly marked public safety officer vehicle. Accordingly, business use of the vehicle is subject to the substantiation requirements of section 274(d), and the value of any personal use of the vehicle, such as commuting, is includable in D's gross income.
    (I) Definitions. For purposes of section 274 (d) and this section, the terms automobile and vehicle have the same meanings as prescribed in §1.61-21(d)(1)(ii) and (e)(2), respectively. Also, for purposes of section 274 (d) and this section, the terms employer, employee and personal use have the same meanings as prescribed in §1.274-6T(e).
    $1)^{* * *}$ However, paragraph (j)(3) of this section applies to expenses paid or incurred after September 30, 2002, and paragraph (k) applies to clearly marked public safety officer ehicles, as defined in $\S 1.274-5(\mathrm{k})(3)$, only with respect to uses occurring after May 19, 2010.

    Par. 4. Section 1.274-5T is amended by revising paragraphs (k) and (I) to read as follows:

    ## §1.274-5T Substantiation requirements (temporary)

    (k) and (I) [Reserved]. For further guidance, see §1.274-5(k) and (I).
    *****
    Par. 5. Section 1.280 F-6 is amended by revising paragraph (b)(2)(ii) to read as follows:

    ## §1.280F-6 Special rules and definitions.

    (b) ***
    (2) ${ }^{* * *}$
    (ii) Exception. The term "listed property" does not include any vehicle that is a qualified nonpersonal use vehicle as defined in section 274(i) and §1.274-5(k).

    ## *****

    Steven T. Miller,
    Deputy Commissioner
    for Services and Enforcement.
    Approved May 5, 2010.
    Michael Mundaca,
    Assistant Secretary
    of the Treasury (Tax Policy)
    Note
    (Filed by the Office of the Federal Register on May 18, 2010, 8:45 a.m., and published in the issue of the Federal Register for May 19, 2010, 75 F.R. 27934)

    ## rafting Information

    The principal author of these regulations is Don M. Parkinson, Office of the Associate Chief Counsel (Tax Exempt and Government Entities). However, other personnel from the IRS and Treasury Department participated in their development.

    More Internal Revenue Bulletins

    ## SPECPROJ - 3JSSD

    # 3JSSD8L- 55 NVSSD property 

    Purpose: Per audit step 10 on 3JSSD8L-AP

    ## Testwork:

    During our review of minutes (see 3JSSD8L-05), we noted the following entry in the 10/14/08 minutes:
    "The manager stated that the District has the opportunity to purchase a 52 acre parcel from Gary Willey in the North Village. The property is worth about two million. Jordanelle could buy the property on a time contract. They could put $10 \%$ down with a three year term. This is a cost of $\$ 38,153$ per acre. The manager stated that he would like a motion to move on $t$ his. He stated that based on $t$ he reviewed appraisal this is a very good deal for the District. A motion was made by Jay Pric e to purchase the property and to ratify the motion in the next board meeting. The motion was seconded by John Carey. Jordanelle will own the property and sell it back to North Village when the bond comes through."

    This entry raised questions and conce rns that need to be evaluated.

    1. Why did JSSD buy property in the North Village area?
    2. Is it proper for JSSD to buy the property and sell it back to NVSSD (loan arrangement)?
    3. Did JSSD follow proper procedures for this transaction?
    4. Did NVSSD agree to this arrangement?

    ## 

    
    

    Per JSSD management and counsel response , both written (see 3JSSD8L-55A) and verbal (see 3JSSD8L$\mathbf{2 5 F}$ ), the JSSD Board discussed purchasing the property with the idea that it could be used not only for eventual storm water retention, but possibly for a site for a joint SSD administration building, a pump station site, and for other District facilities. Since JSSD has a management contract with NVSSD (see 3JSSD8L-60 for further explanation of the mgt contract) , it viewed this purchase as an opportunity to improve NVSSD's services to the community.

    Although this answer seems reasonable to some extent, it does not answer the question as to why JSSD fronted the money without any type of written agreement. Also, if both entities were to benefit, it doesn't make sense that NVSSD would repay JSS D in full as represented in the board meeting minutes above. Further, a joint agreement might make sense as long as JSSD and NVSSD are jointly managed per the management agr eements that have been established and have been in effect to date, however, there is no guarantee this arrangement will continue.

    JSSD discussed the purchase and made a motion to purchase in the 10/14/08 minutes above. We reviewed JSSD minutes starting i $n$ January 2008 and could find no previous mention or discussion in the minutes provided to us. We noted that the April 2008 minutes appeared to be missing the $2{ }^{n d}$ page. Per discussion with Theresa Baronek, District clerk, she provided all minutes that were scanned and this is
    everything they have. The issue of incomplete minutes for JSSD has already been addressed at 3JSSD8LFR03. There was also one closed meeting during this time , but the documented purpose was to discuss a personnel matter. Therefore, it is unlikely this closed session pertained to the property purchase. In 3JSSD8L-55A, JSSD counsel represented that there was "much discussion during the course of 2008" about the matter, however, the board minutes provided do not reflect this. Based on the minutes provided, it is not clear that the board adequately discussed this purchase and that they had sufficient information to approve the purchase. See 3JSSD8L-FR10.
    

    The motion to purchase noted above was seconded and was to be ratified at the next board meeting. Per review of subsequent minutes and per discussion with Dan Matthews, due to oversight, the purchase was never ratified by the board. The lack of proper pro cedure is addressed at 3JSSD8L-FR10.

    Per discussion with Van Christensen, OSA Local Governme nt Director, this arrangement would likely be lawful under UCA 17B -1-103 (2)(s), ( t$)$, \& ( u ) which allows Districts to enter into agreements with other political subdivisions to have an ownership interest in district works or facilities. However, it is common sense to expect that a loan arrangement between two separate legal entities would have to be approved by both Boards and would have to be in writing with defined terms. We inquired with Dan Matthews whether there was an agreement in pla ce with NVSSD at the time of the purchase. Dan indicated that there was not a written agreement with NVSSD at the time. We reviewed the NVSSD minutes from January 2008 through November 2014 . The October 2008 minutes were missing and per Theresa, she has provided all minutes that they have. Per review of the available minutes, there is no indication of a closed meeting to discuss the purchase of the Willey property. Per the minutes, there is no mention in the public meeting of the purchase arrangement until December 2011 where NVSSD minutes mention that NVSSD will have to make the thi rd installment in February 2012 . Therefore there is no evidence in the provided minutes that the NVSSD Board was aware of this arrangement at the time JSSD purchased the p roperty. Since only two of the JSSD Board members were also on the NVSDD Board (Kipp Bangerter and Jay Price), it is possible that five of the seven NVSSD board members were unaware of the property purchase at the time. Further, since it is not documente $d$ in the available NVSDD minutes, it causes us to question whether the JSSD Board was misled about the assumption that NVSSD would buy the property from JSSD when it was first purchased in 2008. Regardless, it is unusual for one entity to buy property for another entity, particularly without defining the terms in a written agreement. The Board should have performed better oversight in making sure that the arrangement was documented before committing JSSD funds to the purchase . This issue is addressed at 3JSSD8L-FR10.

    Per Dan Matthews , a Property Transfer Agreement was executed on 5/2/13 between JSSD \& NVSSD. We obtained the agreement from JSSD counsel and have documented pertinent points of interest in the agreement below:
    $\lambda$ JSSD acquired the site to prese rve the site for a future storm -water detention/retention basin for the NVSSD properties
    $\lambda$ NVSSD to pay the final installment of the purchase agreement on the property and will receive $1 / 3$ interest in the property. PPayment of that amount shall result in th e equitable ownership of an undivided $1 / 3$ of the property to pass to NVSSD.:
    $\lambda$ The parties agree to negotiate a payment plan where NVSSD shall pay JSSD for the remainder of the property over a period of years agreeable to the parties. That Payment Plan sha II be agreed to within 150 days of the date of this Agreement
    $\lambda$ As each annual payment is made, ownership will transfer to NVSSD until paid in full.
    We note that this agreement occurred almost 5 years after the original property purchase and over 1 year after NVSSD paid the $3^{\text {rd }}$ installment on the loan. We requested evidence of the payment plan referred to in the agreement and evidence of any subsequent repayments. Per the District's CPA, to date, there is no payment plan and no subsequent payments have been made by NVSSD to JSSD. The untimely Property Transfer Agreement and lack of a repayment plan is addressed at 3JSSD8L-FR10.

    We believe that the status of the arrangement between the Districts is unclear due to the lack of a repayment agreement. Also, although there had been a recent appraisal of the property prior to JSSD's purchase of the property in 2008, we have not been provided evidence of a subsequent a ppraisal that would support NVSSD's purchase of the property as agreed to in the Property Tran sfer Agreement. We assume that land values have changed since the property was first purchased in 2008 due to the rapidly declining real estate market during the economic down -turn. Since there was no written agreement establishing the amount that NVSS D would pay for the property at the time the property was purchased, we believe it was imprudent for NVSSD to make the third loan payment in 2012 without an appraisal of current land values. Likewise, it would be imprudent for them to enter into a repayme nt agreement without an appraisal. Therefore, it is unknown whether NVSSD will buy the property in the near term or whether the property will be used jointly by both Districts. The lack of an appraisal and agreement has caused the potential for a waste o f fund for both Districts. See 3JSSD8L-FR10.

    We noted that in regards to the property purchase, the JSSD Board requested "a contract with the breakout of the payments and explaining why we have done this." (JSSD 2/14/12 minutes). We also noted that the financial auditors issued a finding and recommendation regarding the lack of a written agreement with NVSSD about the property purchase in the 12/31/12 audit report. Although the lack of an agreement has already been addressed in the financial audit report (see 3JSSD8L-30A Finding 12-3, and Note 10 included below), we will still address it in our report since it indicates a weak control environment and since the arrangement is still unclear due to th e lack of a repayment agreement, and because we address additional issues, such as one political subdivision purchasing land on behalf of another political subdivision, etc.

    This property purchase indicates a weak control environment and poor oversight by the Board. The Board should have required a written agreement at the outset and the terms should have been defined.

    The current board should review this situation and determine whether a repayment agreement can be reached with NVSSD.

    ## Summary: 3JSSD8L-FR10. This is considered a key i nternal control weakness.

    ## For informational purposes and documentation, we note the following:

    Timeline for Property Purchase (source: purchase and payment documentation provided by JSSD)
    Oct 20, 2008 - JSSD writes a check for down payment on the property ( $10 \%$ down)
    Dec 17, 2010 - JSSD pays $1^{\text {st }}$ installment (due Mar 2010 but not paid until Dec 2010)
    Jan 31, 2011 - JSSD pays $2^{\text {nd }}$ installment
    Feb 13, 2012 - NVSSD transfers $3{ }^{\text {rd }}$ installment to JSSD. JSSD pays $3^{\text {rd }}$ installment.
    May 2, 2013 - Property Transfer A greement between NVSSD \& JSSD Executed

    ## NVSSD records

    We reviewed the NVSSD minutes from June 2008 through November 2014 as provided by There sa Baronek, SSD clerk for JSSD, NVSSD, Twin Creeks, \& Strawberry Lakeview . Per Theresa, she provided all minutes that were retained. We noted that the minute s for October 2008 were missing. We have documented mention of the property transaction below:

    12/1/11 minutes - Resolution 2011 - 02 to adopt the budget for 2012 - some discuss ion of Willey property purchase prior to adoption: Dan explained that Jordanelle paid the first two payments and NVSSD will pay the final pa yment w/o interest.

    2/2/12 minutes - Dan informed the board the last payment will be made next month. The property is located across from the Was atch Commons Development. Dan also mentioned that this could be refinanced over twenty years to recoup some of the money.

    5/2/13 minutes - Dan stated that an agreement needs to be signed as well as a Deed stating the interest. The auditors are requiring a written agreement to satisfy auditing requirements regarding the purchase of this property.

    8/14/14 minutes - Dan commented that Leslie from the State Auditor's office has asked about the Gary Willey property purchase and wants proof of the payment that was made by NVSSD for the $3{ }^{\text {rd }}$ payment. North Village owns $1 / 3$ interest in the property and she needs an agreement on the repayment plan for North Village to pay back JSSD on the balance.

    Per the NVSSD Financial Statement Report dated 12/31/12 - Note 10

    In February 2012, the District paid $\$ 548,494$ to JSSD as a down payment on the purchase of a parcel of land located within the boundaries of the District and owned by JSSD. In May 2013, an agreement was signed between the District and JSSD stati ng that this payment resulted in an undivided one-third interest in the property passing to the District, and that the District agrees to negotiate a payment plan with JSSD for the remainder of the property within 150 days of this 5/2/2013 agreement. Neither the amount nor terms of this payment $p$ lan have been negotiated as of the date of this report.

    One Utah Center, Suite Soo
    201 South Main Street
    Salt Lake City, UT 84IIT-222I
    Tee 801.531.3000
    FAX 801.531.3001
    www.ballardspahr.com

    Mark R Gaylord
    Direct: 801.531 .3070
    Fax: 801.321 .9070
    gaylord@ballardspahr.com

    April 3, 2014

    ## Via Hand Delivery

    Leslie Larsen, CPA, CFE
    State of Utah
    Office of the State Auditor
    Utah State Capitol Complex
    East Office Building, Suite E310
    P.O. Box 142310

    Salt Lake City, Utah 84114-2310

    ## Jordanelle Special Services District Response to State Auditor Request of March 26, 2014

    Dear Ms. Larsen:
    In response to your email of March 26, 2014, we hereby submit documents relating to the North Village Special Service District's and Jordanelle Special Service District's joint purchase of real property from Investment Lodging Corporation in 2008. Specifically, we are providing an inventory of the documents along with the documents (bates no. JSSD00002750 to JSSD00002916).

    In producing these records, and per your request, we would like to provide a brief explanation as to how this transaction came about and the District's reason for acquiring this property. In addition, in response to Julie Wrigley's March $31^{\text {st }}$ email, we will provide further detail relating to JSSD's purchase of the "Best Ranch" from Fishin with Bread, LLC.

    ## North Village Property Transaction

    As a matter of background, the so-called North Village transaction arose in late 2007 or early 2008 when a developer (Investment Lodging Corporation ("ILC")) was facing difficulty with property it had acquired and intended to use for a detention/retention basin for the storm water system for a large portion of the North Village development. Wasatch County's storm water consultant had worked with the developers to begin preliminary planning of a regional storm water system. In late 2007 or early 2008 , ILC encountered financial difficulty and several board members became aware that it might lose the property. The JSSD board discussed purchasing the property with the idea that it could be used not only for eventual storm water retention, but possibly for a site

    Leslie Larsen, CPA, CFE
    April 3, 2014
    Page 2
    for a joint SSD administration building, a pump station site, and for other District facilities. ${ }^{1}$ There was also some discussion that the Districts, NVSSD and JSSD, would be assigned to provide storm water services as an additional service, and would thus own and operate any storm water detention facilities.

    After much discussion during the course of 2008, and at the direction of the governing body of JSSD, the manager contacted representatives of ILC about the opportunity to acquire the property. An independent appraisal was completed in August/September of 2008, which appraised the property at $\$ 2.0$ million. After negotiations with ILC, it agreed to sell the property to JSSD for the total purchase price of $\$ 1,828,309.84$. The proposed purchase was presented to JSSD's governing board during the October 2008 meeting. The board voted unanimously to have the manager complete the purchase of the subject property.

    JSSD completed the purchase of the property in the Spring of 2009. After economic conditions changed significantly, JSSD became concerned that it might not be able to make the subsequent payments on the property and attempted to negotiate new terms which proved unsuccessful. JSSD paid the down payment, and two of the three annual payments. -

    In 2001 the governing board of NVSSD and the governing board of JSSD agreed that the NVSSD would make the third and final payment. Eventually, the two Districts entered into an agreement whereby NVSSD would make the third payment. By doing so, it would hold a one-third interest in the property. Eventually, NVSSD will acquire the balance of the property when it pays JSSD the amounts JSSD paid to the seller. NVSSD voted to approve that contract and agreed to make the final payment in the December 1,2011 meeting. JSSD ratified the agreement in the May 2013 meeting.

    ## Fishin with Bread, LLC Purchase Trausaction

    As a part of the construction of the Water Reclamation Facility (the "WRF"), the District originally acquired a parcel of property on Old Highway 40 near the base of the Jordanelle Dam. This was the only location available at the time for construction of the WRF. As the engineers began to design the facility, they dug a series of test pits and installed pizometers to determine the depth of the groundwater in the area. Tests results were very troubling, indicating that, in order to de-water the site sufficiently to allow construction of the WRF, it might result in a substantial increase in costs for construction of the plant. The very feasibility of using that site was called into question. In April of 2006, the property known as the "Best Ranch" came up for sale. This property was approximately $1 / 4$ mile further South of the planned WRF site.

    The engineers, staff and governing board discussed and determined that the Best Ranch site was a superior location for the WRF. The manager had multiple discussions with members of the governing board, who instructed the manager to contact the seller's agent and indicate that JSSD was

    | JORDANELLE SPECIAL, SERVICE DISTRICT | 3JSSD8L-60 |
    | :--- | ---: |
    | 3JSSD8L-60. Bad Debt Analysis | May 1, 2014 |

    PURPOSE: Per audit step 11 on 3JSSD8L-AP
    

    Therefore, we requested a schedule of bad debt for the time period Jan 2008 -December 2013. We received the schedule for 2008-2012 (see 3JSSD8L-60B) and had to request again the information for 2013, which is included on 3JSSD8L-60A. We also requested the contracts with North Village SSD (NVSSD), Twin Creeks SSD (TCSSD), and Strawberry Lakeview SSD (SLSSD). And finally, we requested information related to JSSD practice regarding bad debt write-off (we have documented the lack of written policies and procedures on 3JSSD8L-20).

    Per our review of JSSD's email responses, the bad debt schedules, contracts with SSD's, and JSSD Board Meeting minutes, we noted the following:

    1. Per the 2012 bad debt schedule, JSSD wrote-off debt of $\$ 30,000$ owed by SLSSD for management, operation, and maintenance services. Based on our review of the SLSSD 2012 financial statements, "SLSSD did not have the funds available in 2012 to pay for the costs associated with the agreement..." (see 3JSSD8L-60C 4/).
    2. Per the 2013 bad debt schedule, there is no indication of write-off of the SLSSD monthly fee. Based on the amount noted in the SLSSD financial statements (see above), the monthly fee should be $\$ 3,000$ /month ; therefore, the SLSSD debt for 2013 would be $\$ 36,000$.

    We did not note any other potential write-offs related to contracts with other Wasatch County SSD's.
    3. JSSD does not have a written policy for bad debt. See email response from Dan Matthews, General Manager, on 3SSD8L-60D. Also see JSSD response (through their attorney) on 3JSSD8L-35D1 which states that prior to 2014, JSSD did not have a written or verbal write-off policy.
    4. We reviewed all JSSD Board Meeting Minutes for 2012 and 2013 (because these are the years where write-offs did or should have occurred) and found only limited references to JSSD bad debt. There was no mention of the $\$ 30,000$ write-off of SLSSD debt for 2012. Despite the lack of written or verbal policy noted above, Stephen Capson, Board member, told us the Board should review all bad debt write offs (see email on 3JSSD8L-60E). We find it unusual there was not any documentation of discussion related to this write-off in the minutes.
    5. The contracts between SLSSD and JSSD (see 3JSSD8LL-60F for 2012 - 2013 contract, and 3JSSD8L-60G for 2014-2018 contract) are concerning in that they state:
    a. "SLSSD shall pay JSSD on an as-nceded basis for the services provided hereunder." We deem this contract wording unusual because it lacks a specific monthly fee. In contrast, the contracts with TCSSD and NVSSD do specify a monthly fee of $\$ 18,000$ and $\$ 9,500$, respectively.
    b. "It is not the intent of the parties that one district subsidize the operation of another. Each district should pay the costs necessary to provide water and wastewater service to its customers. JSSD shall not provide service to SLSSD for less than the actual cost of the service and annual adjustments shall be made in the costs of services to prevent such subsidization." Clearly, it is the intent that SLSSD pay the full cost necessary for JSSD to provide the outlined services. ?
    c. "Cost of Service shall be reviewed and adjusted on an annual basis to reflect the actual cost of providing the service to SLSSD as part of the budgetary process." JSSD management and/or Board is responsible for reviewing and adjusting the actual cost on an annual basis to ensure SLSSD is billed the correct amount, which doesn't appear to have been done (based on our review of Board minutes on 3JSSD8L-05). **Update - see update documented below. We determined that JSSD did adjust the SLSSD contract revenue for 2014 to $\$ 12,000$; however, no change to finding issued for reasons documented below.
    

    Regardless, we believe the contract with SLSSD is deficient in that it lacks a specific monthly amount, and that the write-off of $\$ 30,000$ debt from SLSSD for 2012 (and potential write-off of $\$ 36,000$ for 2013) places an unfair burden on JSSD ratepayers as they are subsidizing management, operation, and maintenance costs for SLSSD. We also believe the write-off violates the contract between JSSD and SLSSD due to the language quoted under 5.b-c above. We will issue 3JSSD8L-FR08 in relation to the deficient contract, the write-off of SLSSD bad debt, which places an unfair burden placed on JSSD ratepayers and violates the written contract between JSSD and SLSSD, lack of written or verbal write-off policy, and lack of evidence of Board review and approval of the $\$ 30,000$ write-off for 2012. We consider this to be a key internal control weakness and important compliance issue.
    **Update - per our 7/22/14 interview with Board members and management of JSSD, we were told that the agreed-upon amount of $\$ 3,000 /$ month to provide services to SLSSD was just too much. JSSD simply did not provide that dollar amount of services to SLSSD each month. See 3ISSD8L-25F for documentation of our interview. Per JSSD's 2014 budget submitted to OSA, "SLSSD Maintenance Revenue" was budgeted as $\$ 36,000$ for 2013, but reduced to $\$ 12,000$ for 2014. We will note this information here in our workpaper; however, it does not impact our planned finding as SLSSD still has not paid anything to JSSD, which violates the terms of the contract as discussed under 5.b above. Also because JSSD is responsible to review and adjust
    the actual cost of service annually to ensure SLSSD is billed the appropriate amount, as discussed under 5.c above. It appears JSSD adjusted the cost for budgeting purposes, but still did not bill or collect from SLSSD, which is in violation of the contract.

    Finally, we obtained a map of the Strawberry Lakeview Subdivision (which are the boundaries of SLSSD) from the Wasatch County Recorders website in order to evaluate if current JSSD Board Members own property in SLSSD that may have caused a conflict concerning the debt write-off. We searched Wasatch County property records and determined that none of the current JSSD Board Members directly owns property in SLSSD. Therefore, further testwork is NCN.

    SUMMARY: 3JSSD8L-FR08 issued - key internal control weakness and important compliance issue
    
    
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    Already in allowance
    Current year water Reservation Fee write-offs from allowance worksheet otal write-offs of amounts in allowance account

    ## Subsequent Event

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    ## SLSSID FINANCIAL STMTS

    3JSSD8L

    # STRAWBERRY LAKEVIEW SPECIAL SERVICE DISTRICT <br> A COMPONENT UNIT OF WASATCH COUNTY 

    Financial Statements
    December 31, 2012

    ## TABLE OF CONTENTS

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    Financial Statements
    Statement of Net Position ..... 2
    Statement of Revenues, Expenses, and Changes in Net Position ..... 3
    Statement of Cash Flows ..... 4
    Notes to Financial Statements ..... 5-11

    ## INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

    Honorable Administrative Board Members
    Strawberry Lakeview Special Service District
    Weber City, Utah
    We have compiled the accompanying financial statements of Strawberry Lakeview Special Service District, a component unit of Wasatch County, as of and for the year ended December 31, 2012, as listed in the table of contents. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide assurance about whether the financial statements are in accordance with principles generally accepted in the United States of America.

    The management of the District is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

    Out responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist the management of the District in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

    The Management's Discussion and Analysis, on pages MDA-1 through MDA-5, is not a required part of the basic financial statements but is supplementary information required by the Governmental Accounting Standards Board. We have compiled the supplementary information from information that is the representation of management, without audit or review. Accordingly, we do not express an opinion or provide any assurance on the supplementary information.

    ```
    Hawkins Cloward a Sinister, LC
    HAWKINS CLOWARD \& SINISTER, LC
    certified public accountants
    ```

    April 29, 2013

    # STRAWBERRY LAKEVIEW SPECIAL SERVICE DISTRICT MANAGEMENT'S DISCUSSION AND ANALYSIS <br> A Component Unit of Wasatch County <br> For the Year Ended December 31, 2012 


    #### Abstract

    As management of the Strawberry Lakeview Special Service District, we offer readers of the District's financial statements this narrative overview and analysis of the financial activities of the District for the calendar year ended December 31, 2012. Please read it in conjunction with the District's financial statements and additional information that we have furnished with the Independent Auditors' Report.


    ## FINANCIAL HIGHLIGHTS

    - The District's total net position decreased from \$229,296 as of December 31, 2011 to $\$ 223,932$ as of December 31, 2012 due mostly to an increase in operating expenses for services and a decrease in hookup fees.

    The District's operating expenses are largely the result of an operation maintenance agreement with Jordanelle Special Service District to meet the personnel and equipment needs of the District. This agreement began in March 2012 and the District is billed $\$ 3,000$ a month for these services.

    The District did not have the funds available in 2012 to pay for the costs associated with the agreement noted above. In an effort to assist the District, Jordanelle Special Service District agreed to forgive the debt in the amount of $\$ 30,000$ as of December 31, 2012.

    - The District's revenues are mainly charges for the collection and transportation of wastewater. These revenues increased from $\$ 12,259$ as of December 31, 2011 to $\$ 14,712$ as of December 31, 2012 due to a rate increase placed in effect in July 2011.


    ## OVERVIEW OF THE FINANCIAL STATEMENTS

    This annual report includes this Management's Discussion and Analysis, the Independent Auditors' Report and the basic financial statements of the District. This discussion and analysis is intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements are comprised of two components: 1) fund financial statements, and 2) notes to the financial statements.

    ## Fund Financial Statements

    A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local
    governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District is comprised of one proprietary fund.

    Proprietary funds report financial information using accounting methods similar to those used by private sector companies. The District uses an enterprise fund proprietary fund to account for its services. The required financial statements for proprietary funds are the Statement of Net Position; Statement of Revenues, Expenses and Changes in Net Position; and Statement of Cash Flows.

    The Statement of Net Position includes all of the District's assets and liabilities and provides information about the nature and amounts of investments and resources (assets) and the obligations to District creditors (liabilities). It also provides the basis for evaluating the capital structure of the District and assessing the liquidity and financial flexibility of the District.

    The Statement of Revenues, Expenses, and Changes in Net Position provides information regarding the current year's revenues and expenses. This statement measures the success of the District's operations over the past year and can be used to determine whether the District has successfully recovered all of its costs through its fees and other charges, and to determine its profitability and credit worthiness.

    The Statement of Cash Flows reports cash receipts, cash payments, and net changes in cash resulting from operations, investing, and financial activities; and provides answers to such questions as where did cash come from, what was cash used for, and what was the change in the cash balance during the reporting period.

    ## Notes to the Financial Statements

    The notes provide additional information that is essential to a full understanding of the data provided in the fund financial statements. The notes are part of the basic financial statements.

    ## FINANCIAL ANALYSIS OF THE DISTRICT

    ## Capital Assets

    The District's Capital Plan includes the maintenance of the existing pump station and lines. The decrease in net capital assets of $\$ 9,260$ is the result of the normal increase in accumulated depreciation. Office equipment with an historical cost of $\$ 1,696$ was disposed of, and accumulated depreciation in the same amount was removed from net capital assets. Additional information on the District's capital assets can be found in the notes to the financial statements.

    ## Debt Administration

    At the end of the current vear, the District had no short-term debt outstanding. The District's longterm debt is comprised of an agreement with Strawberry Lakeview, LLC for remittance of hookup fees in the amount of $\$ 2,000$ per lot as new property owners attach to the system. The original amount of the debt was $\$ 190,000$ for 95 lots. As of December 31, 2012, 48 lots have not hooked into the system leaving a balance due of $\$ 96,000$. Additional information on the District's long-term debt can be found in the notes to the financial statements.

    ## Net Position

    The District's net position, the difference between assets and liabilities, is one way to measure financial health or financial position. Over time, increases or decreases in the District's net position will be one indicator of whether its financial health is improving or deteriorating. However, one will also need to consider other non-financial factors such as changes in economic conditions, population growth, and new or changed government legislation.

    At the close of the most recent calendar year, the District's total assets exceeded total liabilities by $\$ 223,932$ as noted in the following summary statement.

    ## Strawberry Lakeview Special Service District A Component Unit of Wasatch County Statement of Net Position

    December 31,2012

    |  | 2012 |  | 2011 |  | Dollar <br> Change |  | Percentage Change |
    | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
    | Current Assets | \$ | 20,551 | \$ | 16,023 | \$ | 4,528 | 28.26\% |
    | Capital Assets, Net |  | 300,241 |  | 309,501 |  | $(9,260)$ | -2.99\% |
    | Total Assets | \$ | 320,792 | \$ | 325,524 | \$ | $(4,732)$ | -1.45\% |
    | Long-term Liabilities | \$ | 96,000 | \$ | 96,000 |  |  | 0.00\% |
    | Other Liabilities |  | 860 |  | 228 | \$ | 632 | 277.19\% |
    | Total Liabilities | \$ | 96,860 | \$ | 96,228 | \$ | 632 | 0.66\% |
    | Net Investment in Capital Assets | \$ | 300,241 | \$ | 309,501 | \$ | $(9,260)$ | -2.99\% |
    | Net Position - Unrestricted Deficit |  | $(76,309)$ |  | $(80,205)$ |  | 3,896 | -4.86\% |
    | Total Net Position | \$ | 223,932 | \$ | 229,296 | \$ | $(5,364)$ | -2.34\% |

    Net investment in capital assets decreased \$9,260 in 2012 due to the recording on normal depreciation during the year.

    Net position - unrestricted deficit is the District's remaining net assets not subject to external restrictions on how they may be used. A deficit position exists because the District has incurred more in liabilities than they have assets to meet these obligations. The District reported an increase of $\$ 3,896$ in the unrestricted net position as of December 31, 2012. This increase was due mostly to additional cash on hand provided by the 2011 rate increase.

    While the Statement of Net Position shows the change in financial position of the District, the Statement of Revenues, Expenses, and Changes in Net Position provides answers as to the nature and source of these changes. There was an overall decrease in net position in the amount of $\$ 5,364$ as noted in the following summary statement.

    # Strawberry Lakeviw Special Service District <br> A Component Unit of Wasatch County Statement of Revenues, Expenses and Changes in Net Position <br> For the Year Ended December 31, 2012 

    |  | 2012 |  | 2011 |  | Dollar <br> Change |  | Percentage Change |
    | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
    | Operating Revenues | \$ | 14,834 | \$ | 14,760 | \$ | 74 | 0.50\% |
    | Non-operating Revenues |  | 8 |  | 116 |  | (108) | -93.10\% |
    | Total Revenues |  | 14,842 |  | 14,876 |  | (34) | -0.23\% |
    | Depreciation |  | 9,260 |  | 9,387 |  | (127) | -1.35\% |
    | Other Operating Expenses |  | 40,946 |  | 6,243 |  | 34,703 | 555.87\% |
    | Total Expenses |  | 50,206 |  | 15,630 |  | 34,576 | 221.22\% |
    | Loss Before Special Item |  | $(35,364)$ |  | (754) |  | $(34,610)$ | 4590.19\% |
    | Forgiveness of Debt |  | 30,000 |  |  |  | 30,000 |  |
    | Change in Net Position |  | $(5,364)$ |  | (754) |  | $(4,610)$ | 611.41\% |
    | Beginning Net Position |  | 229,296 |  | 230,050 |  | (754) | -0.33\% |
    | Ending Net Postion | \$ | 223,932 | \$ | 229,296 | \$ | $(5,364)$ | -2.34\% |

    As shown in the summary statement above, total revenues decreased from the prior year by $\$ 34$. This change is the net result of a decrease in hookup fees, and an increase in charges for services due to the 2011 rate increase. Total expenses increased by $\$ 34,576$. This change is due mostly to an increase in operations and maintenance costs due to the addition of the service agreement with Jordanelle Special Service Districted as noted previously.

    Also as noted previously, Jordanelle Special Service District chose to forgive the indebtedness resulting from the operation maintenance agreement with the District for 2012. Therefore, the District recognized the $\$ 30,000$ as income in the current year.

    ## BUDGETARY HIGHLIGHTS

    The District adopts an annual budget by resolution following a public hearing. The budget includes proposed expenses and the means of financing them. The District's budget remains in effect the entire year and is subject to revision if necessary during and/or at the end of the year following a public hearing and adoption by the Governing Board by resolution.

    A public hearing was held on November 30, 2011 and the 2012 original budget was adopted by resolution by the District's governing board. This budget was then amended in a public hearing held December 5, 2012. As of December 31, 2012, actual revenues exceeded budget revenues by 204.4\% due to charges for services exceeding projected amounts by $0.8 \%$ and no revenues budgeted for debt forgiveness. Total expenses varied positively from budgeted expenses by $0.4 \%$ due mostly to service costs being less than what were projected in the final budget.

    ## LOOKING FORWARD

    The County Council and management of the District considered many factors when setting the 2012 calendar year budget. One of those factors is the local economy and the impact the District's rates will have on local property owners. The cost of maintaining the wastewater system has increased over the years. The existing fee structure is not sufficient to meet these costs. However, no changes in the fee structure are anticipated in the near future. The County Council and management of the District are working together to find alternative funding sources to meet these needs.

    ## CONTACTING THE DISTRICT'S FINANCIAL MANAGER

    This financial report is designed to provide interested parties with a general overview of the District's finances and to demonstrate the District's accountability for the money it receives. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to Strawberry Lakeview Special Service District, 6135 E Lake Creek Road, Heber City, Utah 84032.

    # STRAWBERRY LAKEVIEW SPECIAL SERVICE DISTRICT <br> A COMPONENT UNIT OF WASATCH COUNTY <br> Statement of Net Position <br> December 31, 2012 

    With Comparative Totals for December 31, 2011
    

    # STRAWBERRY LAKEVIEW SPECIAL SERVICE DISTRICT <br> A COMPONENT UNIT OF WASATCH COUNTY <br> Statement of Revenues, Expenses, and Changes in Net Position <br> For the Year Ended December 31, 2012 <br> With Comparative Totals for the Year Ended December 31, 2011 

    |  | 2012 |  | 2011 |  |
    | :---: | :---: | :---: | :---: | :---: |
    | Operating Revenues |  |  |  |  |
    | Charges for services | \$ | 14,834 | \$ | 12,260 |
    | Hookup fees |  |  |  | 2,500 |
    | Total operating tevenues |  | 14,834 |  | 14,760 |
    | Operating Expenses |  |  |  |  |
    | Materials, supplies, and services |  | 40,946 |  | 6,243 |
    | Depreciation |  | 9,260 |  | 9,387 |
    | Total operating expenses |  | 50,206 |  | 15,630 |
    | Operating loss |  | (35,372) |  | (870) |
    | Nonopetating Revenues |  |  |  |  |
    | Interest income |  | 8 |  | 116 |
    | Loss before special item |  | $(35,364)$ |  |  |
    | Special Item |  |  |  |  |
    | Forgiveness of debt |  | 30,000 |  |  |
    | Changes in Net Position |  | $(5,364)$ |  | (754) |
    | Net position - January 1 |  | 229,296 |  | 230,050 |
    | Net position - December 31 | \$ | 223,932 | \$ | 229,296 |

    # STRAWBERRY LAKEVIEW SPECIAL SERVICE DISTRICT <br> A COMPONENT UNIT OF WASATCH COUNTY <br> Statement of Cash Flows <br> For the Year Ended December 31, 2012 <br> With Comparative Totals for the Year Ended December 31, 2011 

    |  | 2012 |  | 2011 |  |
    | :---: | :---: | :---: | :---: | :---: |
    | Cash Flows from Operating Activities |  |  |  |  |
    | Receipts from customers | \$ | 14,291 |  | 13,969 |
    | Payments to suppliers |  | (11,077) |  | $(8,308)$ |
    | Net cash provided by operating activities |  | 3,214 |  | 5,661 |
    | Cash Flows from Investing Activities |  |  |  |  |
    | Interest income |  | 8 |  | 116 |
    | Net cash provided by investing activities |  | 8 |  | 116 |
    | Net increase in cash and cash equivalents |  | 3,222 |  | 5,777 |
    | Cash and cash equivalents - January 1 |  | 13,404 |  | 7,627 |
    | Cash and cash equivalents - December 31 | \$ | 16,626 |  | 13,404 |
    | Reconciliation of operating lass to net cass tronided by operating activities |  |  |  |  |
    |  |  |  |  |  |
    | Operating loss | \$ | (35,372) |  | (870) |
    | Adjustments to reconcile operating loss to |  |  |  |  |
    | Depreciation |  | 9,260 |  | 9,387 |
    | Debt forgiveness |  | 30,000 |  |  |
    | Changes in assets and liabilities |  |  |  |  |
    | Increase in accounts receivable |  | $(1,306)$ |  | (791) |
    | Increase (decreasc) in accrued liabilitics |  | 632 |  | $(2,065)$ |
    | Net cash provided by operating activities | \$ | 3,214 |  | 5,661 |

    ## Supplemental infornation:

    The District acciued $\$ 30,000$ in expenses for contracted services which were later forgiven.

    # STRAWBERRY LAKEVIEW SPECIAL SERVICE DISTRICT A COMPONENT UNIT OF WASATCH COUNTY <br> Notes to Financial Statements 

    December 31, 2012

    ## NOTE 1 - Summary of Significant Accounting Policies

    The financial statements and notes are representations of Strawberry Lakeview Special Service District's (the District) management, which is responsible for their integrity and objectivity. They have been prepared in conformity with generally accepted accounting principles (GAAP) in the United States of America as prescribed by the Governmental Accounting Standards Board (GASB) (Statement and Interpretations) and present the financial position, the results of operations, and the cash flows of the District as of December 31, 2012, and for the year then ended. This summaty of significant accounting policies of the District is presented to assist in understanding the financial statements.

    ## Reporting Entity

    Strawberry Lakeview Special Service District is a proprietary fund type of the governmental entity Wasatch County, operated similar to a private business enterprise. The intent of the governing body is that the costs of providing goods and services to the general public on a continuing basis within the boundaries of the District be financed or recovered primarily through user charges for wastewater collection services.

    Under the guidelines established by GASB 61, the District has been determined to be a component unit of Wasatch County for financial accounting purposes, and is included as a blended component unit in the County's financial statements.

    No other entities are considered to be component units of the District.

    ## Basis of Accounting

    The District uses an enterprise fund proprietary fund type to account for its operations. Enterprise funds focus on measurement of the flow of economic resources. With this measurement focus, all assets and liabilities associated with the operation of this fund, both current and noncurrent, are included on the Statement of Net Position. The accrual basis of accounting is utilized by enterprise funds. Under this method, revenues are recorded when earned and expenses are recorded at the time the liabilities are incurred.

    Enterprise funds follow all GASB pronouncements. The GASB periodically updates its Codification of existing Governmental Accounting and Financial Reporting Standards, which, along with subsequent GASB pronouncements, constitutes GAAP for governmental units.

    # STRAWBERRY LAKEVIEW SPECIAL SERVICE DISTRICT <br> A COMPONENT UNIT OF WASATCH COUNTY <br> Notes to Financial Statements 

    December 31, 2012

    ## NOTE I - Summary of Significant Accounting Policies (Continued)

    ## Basis of Accounting (Continued)

    Enterprise funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with an enterprise fund's ongoing operations. The principle operating revenues of the District are charges to customers for wastewater collection services provided by the District. Operating expenses for the District include the costs of services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting these definitions are reported as nonoperating revenues and expenses.

    ## Cash and Cash Equivalents

    The District defines cash and cash equivalents as all deposits in its checking account, and all highly liquid debt instruments purchased with a maturity of three months or less.

    ## Capital Assets

    All purchased or constructed capital assets are valued at cost where historical records are available and at an estimated historical cost where no historical records exist. Donated capital assets are valued at their estimated fair market value on the date received. Capital assets are defined by the District as assets with an initial, individual cost of more than $\$ 2,500$.

    The cost of maintenance and repairs is charged to income as incurred; significant renewals and betterments are capitalized.

    Depreciation is computed using the straight-line method. Estimated useful lives of the various classes of depreciable capital assets are as follows: sewer ponds and lines, 50 years; pump station, 15 years.

    When assets are retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any resulting gain or loss is reflected in the income for the period.

    # STRAWBERRY LAKEVIEW SPECIAL SERYICE DISTRICT <br> A COMPONENT UNIT OF WASATCH COUNTY <br> Notes to Financial Statements 

    December 31, 2012

    ## NOTE 1 - SUMMMARY OF Significant Accounting Policies (Continued)

    ## Accounts Receivable

    The District considers an account to be past due if payment has not been received by the $25^{\text {d }}$ day of the month following the month of billing. All past due accounts are assessed a finance charge of $\$ 15$ per month plus interest of one and one-half (1.5) percent per month, eighteen (18) percent per annum. Wasatch County passed an ordinance allowing service districts to place a lien on any property with an overdue balance of customer service fees. As the District will eventually collect the fees from the properties it placed a lien on, an allowance for doubtful accounts is not recorded in the financial statements.

    ## Budgeting

    The District's governing board adopts a budget for each year prior to the beginning of the year. These budgets are amended during the year, as the board deems necessary, to accommodate current operations, and are accepted by official vote of the board. The board did amend the budget for the year ending December 31, 2012.

    ## Risk Management

    The District is exposed to various risks of loss related to torts; damage to and destruction of assets; errors and omissions, and natural disasters. The District carties commercial insutance for the risk of loss related to errors and omissions. For all other risks, the District has retained the risk of loss and will fund claims as they occur. As of December 31, 2012 no claims have been made.

    ## Estimates

    The preparation of financial statements in conformity with generally accepted accounting principles in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

    # STRAWBERRY LAKEVIEW SPECIAL SERVICE DISTRICT <br> A COMPONENT UNIT OF WASATCH COUNTY <br> Notes to Financial Statements 

    December 31, 2012

    ## NOTE I - Summary of Significant Accounting Policies (Continued)

    ## Net Position

    Net position represents the difference between assets and liabilities. Net position invested in capital assets consists of capital assets net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvements of those assets and adding back unspent proceeds. Net position is reported as restricted when there are limitations imposed on its use either through enabling legislation adopted by the District or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments. The District first utilizes restricted resources to finance qualifying activities.

    ## Comparative Totals

    Comparative data for the prior year have been presented in the financial statements to facilitate financial analysis and to provide an understanding of changes in the District's financial position and results of operations and cash flows. Amounts for the year ended December 31, 2011 are shown for comparison only. No changes have been made in the presentation of the comparative data.

    ## NOTE 2-DEPOSITS

    Deposits for local governments are governed by the Utah Money Management Act (Utab Code Amnotated, Title 51, Chapter 7, "the Act") and by tules of the Utah Money Management Council (the Council). Following is discussion of the District's exposure to custodial credit risk related to its cash management activities.

    ## Custodial Credit Risk

    Custodial credit risk for deposits is the risk that in the event of a bank failure, the local government's deposits may not be recovered. The District's policy for managing custodial credit risk is to adhere to the Money Management Act. The Act requires all deposits of the local government to be in a qualifeed depository, defined as any financial institution whose deposits are insured by an agency of the federal government and which has been certified by the Commissioner of Financial Institutions as meeting the requirements of the Act and adhering to the rules of the Utah Money Management Council.

    # STRAWBERRY LAKEVIEW SPECIAL SERVICE DISTRICT A COMPONENT UNIT OF WASATCH COUNTY <br> <br> Notes to Financial Statements 

    <br> <br> Notes to Financial Statements[^11]:    Tickmark Legend:
    $\checkmark \quad$ Selected as a

[^12]:    29 KING＇S LIGHT HOLDINGS，LLC 3021 WEST JORDANELLE
    4M DEVELOPMENT LLC

    ABELL，RUSSEL \＆，BERNADETTE ACKERMAN，SCOT \＆ALEXANDRIA AIELLO，MARIE

    AMEAGLE PC HOLDING，INC． AMERICAN PENSION
    ARMOR，JOHN 5，\＆LAURA ARMOR，JOHN 5．\＆LAURA
    ARNOLD，SCOTT W．
    
    
    

    BARENBRUGGE，MICHAEL
    BATH，DANIEL L．\＆LORI MILLER BATH，DANIEL G．\＆LORI MILLER
    BAUM，DICK
    BAUM，DICK
    BEEHIVECREDIT UNION产

    BELLECORP 1，LP
    BELTON，KATHRYN
    BERKOWITZ，SUZANNE CLAIRE EESSEY，JOHN B． BIG BLACK DOG HOLDINGS，LLC
    BISKUPIAK，JOSEPH，E．\＆DIANA BISKUPIAK，JOSEPH，E．\＆DIANA
    BLOOMFIELD VENTURES LLC LrJ REAL ESTATE CO．，INC． BOTTALICO，MICHAEL \＆GLEN BOULWARE，JON

    BRACY，RICMARD \＆KIRSTENK
     BRACY，RICHARD \＆KIRSTEN K． BRACY，RICHARD L．\＆KIRSTEN K． BRADLEY PROPERTIES，L．P．
    BRENDA BURTON／JOHN CUMMINGS BRENDA BURTON／JOHN CUMMINGS BROWN，ERIC \＆WILLIAM TURCOTTE BROWN，JAMES A．\＆ANGELA F．
    BROWN，STEVEN \＆HAYLEY，TRUSTE BROWNE，THEODORE W．
    号 BURTON，MICHAEL

    崖 CALDWELLFLP，PENNSYLVANIA LP
    CALINAN，JAMES L\＆LETETIAC，

[^13]:    SKYLINE，LP
    SLOAN，JACK B．
    SMITH，DAVID J．\＆ELIZABETH W．
    SMITH，JEFFREY C．\＆JOHNNA R．
    SNARR，JAMES
    SNEED，ANNETTE
    5OURCEONE FINANCIAL INC
    SPINOWITL，ALAN
    SPINOWITZ，RANDI \＆ALAN L．
    SPIVEY，DAVID E．\＆MARTHA
    ST JAME＇S PARK PROPERTIES，LP
    STEIN，ROBERT \＆MICHELLE M．
    STEINMAN FAMILY TRUST
    STEINMAN FAMILY TRUST STEINMAN，DAVID，TRUST
    stevenson，dianne
    㟶宸
    STEVENSON，DIANNE
    STEWART JORDANELLE PARTNERS
    STEWART JORDANELLE PARTNERS
    STEWART JORDANELLE PARTNERS STEWART JORDANELLE PARTNERS
    STEWART JRDANELL PROPERTES STEWART JoRDANELLE PROPERTES
    SUGAR PLUM LLC SUGAR PLUM RESORTS LLC SUGAR PLUM RESORTS，LLC

    SUMMIT VEW LOT 2 LLC
    SUMMIT YEW LOT 2 LLC
    SWEENEY SWEENEY HODDGG LLC
    SWIERCINKY，EDWARD \＆PARTICIA SWIERCINSK，EDWARD \＆PATRICAA
    SWIERCIISKY，EDWARD P PATRIIIA
    SWIERCINKYY，EDWARD Q PARIICIA SWIERCINSKY EDWARD \＆PATIICIA
    TARVER，EARL\＆NYGARDD ROBIN TAYLOR，KENT音
    

    TEACAM KB，LLC THORPE，JOHNM．－INT INC timberidge management Tnc TIMBERRIGE MANAGEMEN NC
    TMBERIDGE MANAGEMENT INC
    俭 TIMBERIIGGE MANAGEMENTINC TOMA，ALEDAA． TOMAN，JOHN P．
    TOMAN，JOHNP．／DONOVAN

    TOWNOF HDDEOUT TRABACCONE，MARILY TRABACMMAN，AOBERT
    

