



BOARD OF COMMISSIONERS MEETING
117 South Main Street, Monticello, Utah 84535. Commission Chambers
August 19, 2025 at 11:00 AM

AGENDA

The public will be able to view the meeting on San Juan County's Facebook live and Youtube channel

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

CONFLICT OF INTEREST DISCLOSURE

PUBLIC COMMENT

Public comments will be accepted through the following Zoom Meet link
<https://us02web.zoom.us/j/88279631170> Meeting ID: 882 7963 1170 One tap mobile
+13462487799,,88279631170# US (Houston)

There will be a three-minute time limit for each person wishing to comment. If you exceed that three-minute time limit the meeting controller will mute your line.

As indicated in our Commission Policies and Procedures, the following applies:

Procedure: Orderly procedure requires that each member of the public shall proceed without interruption from the audience and shall retire when their time is up; that all statements shall be addressed to the Commission, and that there be no questioning or argument between individuals.

Questions: After being first recognized by the Chair, Commissioners and staff members may ask questions and make appropriate comments; however, no Commissioner should argue or debate an issue with the petitioner/member of the public.

No Assignment of Time: If there are several speakers on a matter, one person may not assign their time to another in an effort to increase the allowed speaking time. Individual citizens and citizen groups may select a person to make a presentation on their behalf, but each individual's speaking time will be limited to three minutes, subject to the discretion of the Chair or a vote of the Commission.

Orderly Conduct: Citizens attending meetings shall observe rules of propriety, decorum and good conduct. Unauthorized remarks and similar demonstrations shall not be permitted by the Chair who may direct the removal of offenders from the from the meeting.

CONSENT AGENDA (Routine Matters) Mack McDonald, San Juan County Administrator

The Consent Agenda is a means of expediting the consideration of routine matters. If a Commissioner requests that items be removed from the consent agenda, those items are placed at the beginning of the regular agenda as a new business action item. Other than requests to remove items, a motion to approve the items on the consent agenda is not debatable.

- [1.](#) Approval of \$91,301.33 in Small Purchases; \$5,618.33 for a Canon Printer for the Public Health Department, \$1,549 for RotoMaster Turbocharger, and \$84,134 for Cattle Guard for the Road Department
- [2.](#) Approval of the Check Registers for August 1 through 14, 2025
- [3.](#) Approval of the Amendment #2 to the Agreement for ALJ Services between San Juan County and Lyn Loyd Creswell, Mack McDonald, Chief Administrative Officer

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

- [4.](#) Recognition for Service on La Sal Fire, Drug Bust. Tranner Sharpe, Human Resource
- [5.](#) Wade Allinson, State of Utah Off-Highway Vehicles Manager, will present on grants and understanding related to the OHV Program
- [6.](#) Kat Charleston presenting on Recovery Day 2025 Event
- [7.](#) Matt Holton and Emily Walton, will present updates for Southeastern Regional Development Agency
- [8.](#) Update on the General Plan, Land Use Section Amendment Process. Mack McDonald, Chief Administrative Officer, Jens Nielson, County Attorney, and Trent Schafer, Planning Commission Chair

BUSINESS/ACTION

- [9.](#) Consideration and Approval of the Emergency Medical Services Training Contract between Trainee and San Juan County to Provide Advanced Education to EMS Employees. Jeremy Hoggard, EMS Director
- [10.](#) Consideration and Approval of the updated Mutual Aid Agreement between the Utah Navajo Health System, Inc and San Juan County Updated for Coverage South Hwy 191. Jeremy Hoggard, EMS Director
- [11.](#) Consideration and Approval of the Emergency Medical Services Standby Services Agreement. Jeremy Hoggard, EMS Director

- [12.](#) Consideration and Approval of the State of Utah Contract between the Department of Cultural and Community Engagement, State Library Division and San Juan County for the Borrower's Support Grant. Nicole Perkins, Library Director
- [13.](#) Consideration and Approval of the Letter of Support for Treatment of Unhealthy Forest Lands. Nick Sandberg, Public Lands Coordinator
- [14.](#) Consideration and Approval of the Integrated Viral Hepatitis Surveillance and Prevention Agreement between San Juan County and the State of Utah Department of Health and Human Services, Amendment 4. Mike Moulton, Public Health Interim Director
- [15.](#) Consideration and Approval of San Juan County Immunizations 2019 Contract Between the State of Utah Department of Health and Human Services and San Juan County Amendment 6. Mike Moulton, Public Health Interim Director
- [16.](#) Consideration and Approval of the State of Utah Contract between the Department of Environmental Quality Division of Waste Management and Radiation Control and San Juan County for the Health Department to Use Oil Services. Mike Moulton, Public Health Interim Director
- [17.](#) Consideration and Approval of the Letter of Support for Asphalt Pump Track and Bike Playground Project for the Blanding City Visitor Center. Silvia Stubbs, Commission Chair
- [18.](#) Consideration and Approval of the 2024 Certification of the Annual Independent Audit for San Juan Counseling. Tammy Squires, San Juan Counseling Director
- [19.](#) Consideration and Approval of the Ingress/Egress and Right of Entry Consent for Mine Closure between the Abandoned Mine Reclamation Program and San Juan County. Mack McDonald, Chief Administrative Officer.
- [20.](#) CONSIDERATION AND APPROVAL OF A RESOLUTION OF THE SAN JUAN COUNTY COMMISSION APPROVING THE FILING OF CROSS-APPEALS TO 2025 APPEALS FILED BY TAXPAYERS SUBJECT TO CENTRAL ASSESSMENT. Mack McDonald, Chief Administrative Officer
- [21.](#) Consideration and Approval of the Interlocal Agreement between Monticello City and San Juan County for Building Inspection Services. Mack McDonald, Chief Administrative Officer

PUBLIC HEARINGS

- [22.](#) CONSIDERATION AND APPROVAL OF AN AMENDING ORDINANCE TO ORDINANCE 2024-04 UPDATING THE SAN JUAN COUNTY CONSOLIDATED FEE SCHEDULE IN ACCORDANCE WITH UTAH CODE 17-53-211. Mack McDonald, Chief Administrative Officer

COMMISSION REPORTS

ADJOURNMENT

The Board of San Juan County Commissioners can call a closed meeting at any time during the Regular Session if necessary, for reasons permitted under UCA 52-4-205

All agenda items shall be considered as having potential Commission action components and may be completed by an electronic method **In compliance with the Americans with Disabilities Act, persons needing auxiliary communicative aids and services for this meeting should contact the San Juan County Clerk's Office: 117 South Main, Monticello or telephone 435-587-3223, giving reasonable notice**



117 S Main, Monticello, UT 84535

PO Deliver To: San Juan Public Health
 735 S 200 W, Suite 2
 Blanding, UT 84511
Purchase Order Number:: PO081425
PO Date:: 08/14/2025

Vendor Name: ImageNet Consulting
Department: Public Health

Purchase Order

| Product ID | Quantity | Description | Unit Price | Amount |
|----------------------------------|----------|---------------------------------|-----------------|-----------------|
| imageRUNNER ADVANCE DX C3926i | 1 | Canon Printer/Copier/Scanner | 5,618.33 USD | 5,618.33 USD |

Sub Total: 5,618.33 USD **Tax:** Freight: **Total Due:** 5,618.33 USD

Purchase Validation

The Health Department's current multifunction unit, purchased in 2015, is no longer meeting operational needs. It has reached the end of its service life, is no longer repairable, and its print/scan quality is extremely poor. High-quality output is important for all of our work but is especially critical for our Vital Records printing. This expense is allowable though a couple of our contracts with DHHS and will be fully reimbursed.

Initiator Name: Tyler Ketron
 Approved by /s/Mack McDonald



**Proposal for:
San Juan County Utah Public Health**

Prepared by

Amber Bacon

505-419-3254

abacon@imagenet.com

August 6, 2025

RECOMMENDED DEVICE CONFIGURATION

San Juan County - canon upgrade

+ Canon imageRUNNER ADVANCE DX C3926i

The Canon imageRUNNER ADVANCE DX C3926i is a color multifunction device with the ability to print, copy, scan, and fax. It is designed for offices with low to mid-volume printing requirements. It is fully customizable to individual preferences using the Canon My ADVANCE system. It supports mobile solutions and integrations with many popular cloud services. Multiple professional finishing options are available.

KEY FEATURES & BENEFITS

- Up to 26 ppm in monochrome or color
- Up to 1200 X 1200 dpi resolution ensures detailed and high-quality printing
- Easily manage tasks with the 10.1-inch LCD color touchscreen display panel
- Standard interface:
Network: 1000Base-T/100Base-TX/10Base-T,
Optional: Wireless LAN Board F-1
- Automatic duplexing for effortless two-sided prints
- Base model dimensions: 22W X 29D X 35H inches

INCLUDED ACCESSORIES

- Cabinet Type-W



Photo may not represent final configuration

PROPOSED EXPENDITURES

San Juan County - Canon upgrade

| Qty | Manufacturer | Model | Description |
|-----|--------------|-------------------------------|-------------------------------|
| 1 | Canon | imageRUNNER ADVANCE DX C3926i | imageRUNNER ADVANCE DX C3926i |
| | | | Cabinet Type-W |

| Service Agreement | | | | |
|----------------------------------|--|-----------|---------|------------------------|
| | | BW Images | | Color Images |
| | | Volume | Overage | Volume Overage |
| imageRUNNER ADVANCE DX C3926i | | 1,000 | 0.01712 | 500 0.06805 |
| | | | | 48 Month 60 Month |
| Monthly Lease Investment | | | | \$163.55 \$140.96 |
| | | | | \$51.15 \$51.15 |
| Outright Purchase Price | | | | \$5,618.33 |
| Service Agreement billed monthly | | | | \$51.15 + overages |

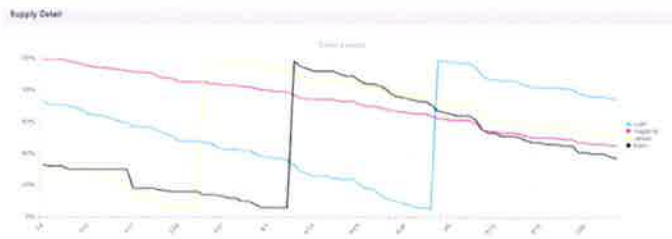
The above pricing includes delivery, installation and training.
Equipment and service pricing valid for 30 days from proposal date.

TONER REPLENISHMENT PROGRAM

AUTOMATED TONER REPLENISHMENT (Pending Verification of Network Requirements)

You may be included in ImageNet's Auto Toner Program to help streamline your supply ordering process. This automatic toner replenishment program reads the toner supply levels in your devices and sends a new toner automatically when it reaches 22 days from depletion. All networked device's toner will be monitored and when the days out threshold is reached, a new order will be created and shipped to the appropriate location. ImageNet will use only new OEM toner for all devices.

ImageNet Consulting uses a server installation of FM Audit agent to monitor toner supply levels and proactively ship out replacement toner of all networked printers, copiers, and MFPs under contract. Administrators at your organization will have access to a supplies portal to track data, like the images below. Administrators will be able to log in and view all networked copiers/MFPs, their supply levels, and audit automatic toner shipments including UPS/FedEx tracking information.



| Device Details | | | |
|---------------------------|--------------------------|-----------------------------|----------------------------|
| IP Address | Site Location | Contact | Last Requested |
| 204.47.22.14 | 1554 FLORENCE BLVD | NA | 6/26/2014 3:20:20 PM |
| Mimio AMV | Outer ARV | Mimio LFPayment | Color Lifecycle |
| 940 | 1,037 | 10,249 | 107,710 |
| On Site — Black | On Site — Cyan | On Site — Magenta | On Site — Yellow |
| 0 | 0 | 0 | 0 |
| Days Until Supply — Black | Days Until Supply — Cyan | Days Until Supply — Magenta | Days Until Supply — Yellow |
| 11 | 11 | 10 | 12 |



1

EVERY SUPPLY IS LABELED

All supplies have a supply routing label that tells you what device it is designated for and where that device is located.

2

AUTOMATED REORDERING

When the days out threshold is reached, the ordering system will automatically request new toner.

3

CONSTANT MONITORING

By keeping your devices plugged in and turned on at all times they stay connected to our supply monitoring system.

4

SUPPORT

If you have any questions or concerns, please reach out to us!

Supplies@ImageNet.com



Thank you for considering ImageNet Consulting
for your technology solutions!

Please contact me with any and all questions about this proposal.

Amber Bacon
Sales Consultant

abacon@imagenet.com

San Juan County
 117 So Main Street
 Monticello, UT 84535
 Ph: 435-587-3225

**Purchase From**

O'Reilly Auto Parts

☒ State Contracted**Deliver To**

San Juan County Road Dept.

885 East Center Street,

PO Box 188,

Monticello, Utah 84535

Attention To :

Purchase Order

P. O. No#

Date

8/12/2025

Your Ref#


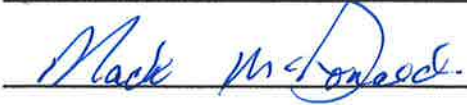
Our Ref#

Credit Terms

Cash

Attention To :

| Product ID | Description | Quantity | | Unit Price | Amount |
|---------------|-------------------------|----------|--|---------------|------------|
| RTM A1670105N | RotoMaster Turbocharger | 1 | | \$1,549.00 | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$1,549.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | Sub Total | \$1,549.00 |
| | | | | Tax | Exemempt |
| | | | | Freight | |
| | | | | Invoice Total | \$1,549.00 |
| | | | | Amount Paid | |
| | | | | Balance Due | \$1,549.00 |

| | |
|------------------|---|
| Approved: | |
| Department Head: |  |
| County Admin: |  |

Approved:

Department Head:

County Admin:

Terms and Conditions:



DEDICATED TO THE PROFESSIONAL

Item 1.

San Juan County Road Department

San Juan County Road Department
885 East Center St.
Monticello, UT 84535
Phone # 435-587-3230

Created By: kmusselman
Created: 08/12, 2:41 PM
Modified By: kmusselman
Modified: 08/12, 2:46 PM

Quote

2019 Ford F-350 Super Duty

XL V8 - 6.7L 6651cc 406ci DIESEL MFI Turbocharged vin T - 4 valve OHV

| Item | Availability | Price | Qty | Item Total |
|-------------------------|---|------------------|-----|------------------|
| <u>RTM A1670105N</u> | <input checked="" type="checkbox"/> Order | List: \$3,149.14 | 1 | List: \$3,149.14 |
| Rotomaster Turbocharger | (1) In Network | Cost: \$1,549.00 | | Cost: \$1,549.00 |
| | | Core: \$400.00 | | Core: \$400.00 |

Quote Summary

| | |
|---------------|------------|
| Parts: | \$1,549.00 |
| Total: | \$1,549.00 |

501

8/13/25, 2:54 PM

San Juan County Mail - Cattle guard pricing

Item 1.



Adair, Todd <tadair@sanjuancountyut.gov>

Cattle guard pricing

1 message

Todd Huggans <Todd.Huggans@conteches.com>

To: "tadair@sanjuancountyut.gov" <tadair@sanjuancountyut.gov>

Mon, Jun 9, 2025 at 1:02 PM

TJ,

The following is cattle guard pricing, let me know what you need, and I can get an order going, we do not have any 16' guards in stock right now and probably wont for a month or so.

| | | |
|-------------------------|-------------------|------------|
| 8' x 8' = \$2,913/each | Kit =\$1,700/each | 1,365/lbs. |
| 10' x 8' =\$ 3,134/each | Kit =\$2,000/each | 1,651/lbs. |
| 12' x 8' =\$3,700/each | Kit =\$2,300/each | 1,938/lbs. |
| 14' x 8' =\$4,318/each | Kit =\$2,600/each | 2,224/lbs. |
| 16' x 8' =\$4,700/each | Kit =\$2,900/each | 2,511/lbs. |

Please feel free to contact me if you have any questions.

San Juan County
Check Register
All Bank Accounts - 08/01/2025 to 08/14/2025

| Payee Name | Reference Number | Invoice Number | Invoice Ledger Date | Payment Date | Amount | Description | Ledger Account | Activity Code |
|-------------------------------------|------------------|-----------------|---------------------|--------------|---------------------|--|---------------------------------------|---------------|
| 4 Rivers Equipment LLC - A/R Dept | 133959 | 1815052 | 07/31/2025 | 08/07/2025 | 411.35 | Account #79465 | 214412250 - Equipment Operation | |
| | | | | | \$411.35 | | | |
| 6-Star Installation & Sales, LLC | 133960 | 2047 | 05/14/2025 | 08/07/2025 | 470.20 | | 104210250 - Sheriff Equipment Operati | |
| | | | | | \$470.20 | | | |
| Ace Link Industrial Inc. | 134055 | INV-PB_241206_ | 01/01/2025 | 08/14/2025 | 8,922.90 | | 104210740 - Sheriff Equipment Purcha | |
| | | | | | \$8,922.90 | | | |
| Acumen Fiscal Agent, LLC | 133961 | 70164.69247,697 | 08/06/2025 | 08/07/2025 | 11,496.99 | Payroll Expense | 104685615 - VDHCBs Contracts | |
| Acumen Fiscal Agent, LLC | 133961 | UT Vets SJC JUL | 08/06/2025 | 08/07/2025 | 475.00 | Admin Fees | 104685615 - VDHCBs Contracts | |
| | | | | | \$11,971.99 | | | |
| | | | | | \$11,971.99 | | | |
| Albert R Lyman Middle School | 133962 | ARL080525 | 08/04/2025 | 08/07/2025 | 20,000.00 | Account #5064 | 255064.615 - E-CIG Grants Contracts | |
| | | | | | \$20,000.00 | | | |
| Amazon Capital Services | 133963 | 1FKC-DMR6-WL | 07/31/2025 | 08/07/2025 | 20.87 | Account #A2V7QM9FKNUPWE | 214414240 - Office Expense | |
| Amazon Capital Services | 134056 | 13DP-YLH7-DPM | 08/05/2025 | 08/14/2025 | 28.50 | A2V7QM9FKNUPWE | 214412250 - Equipment Operation | |
| Amazon Capital Services | 134056 | 1GJF-FKYP-F1R | 08/11/2025 | 08/14/2025 | 27.17 | Account #A2V7QM9FKNUPWE | 214414240 - Office Expense | |
| Amazon Capital Services | 134056 | 1N1R-DNTC-QG | 08/05/2025 | 08/14/2025 | 40.62 | Account #A2V7QM9FKNUPWE | 214412250 - Equipment Operation | |
| | | | | | \$96.29 | | | |
| | | | | | \$117.16 | | | |
| Amerigas Propane LP | 134057 | 806291629 | 07/31/2025 | 08/14/2025 | 100.00 | Account #200795243 | 104672270 - Acc Trans Utilities | |
| | | | | | \$100.00 | | | |
| Asphalt Systems Inc.- ASI | 134058 | 38235 | 07/31/2025 | 08/14/2025 | 36,778.36 | BOL/Ticket 25-036UT-02 & 03 | 214414410 - Road Supplies | |
| Asphalt Systems Inc.- ASI | 134058 | 38244 | 08/04/2025 | 08/14/2025 | 32,353.28 | BOL/Ticket 25-036UT-04 | 214414410 - Road Supplies | |
| Asphalt Systems Inc.- ASI | 134058 | 38261 | 08/06/2025 | 08/14/2025 | 32,556.20 | BOL/Ticket #25-036UT-05 | 574424260 - Buildings and Grounds | |
| | | | | | \$101,687.84 | | | |
| | | | | | \$101,687.84 | | | |
| Begay, Jay | 133964 | JBegay07302025 | 07/30/2025 | 08/07/2025 | 374.00 | Motor Vehicle Criminal Interdiction Conference | 104211230 - Task Force Travel Expens | |
| | | | | | \$374.00 | | | |
| Begaye, Nizhonii | 133965 | NB072025 | 07/02/2025 | 08/07/2025 | 87.00 | Post Trng dinners | 104230230 - Jail Travel Expense | |
| Begaye, Nizhonii | 133965 | NB072025 | 07/25/2025 | 08/07/2025 | 232.00 | Post travel | 104230230 - Jail Travel Expense | |
| Begaye, Nizhonii | 133965 | NB0731202 | 07/31/2025 | 08/07/2025 | 116.00 | POST Training | 104230230 - Jail Travel Expense | |
| | | | | | \$435.00 | | | |
| | | | | | \$435.00 | | | |
| Bethea, Derek | 133966 | DBethea0718202 | 07/18/2025 | 08/07/2025 | 227.00 | SOTP Training | 104230230 - Jail Travel Expense | |
| | | | | | \$227.00 | | | |
| Bishop Lifting | 134059 | PSI00405104 | 08/08/2025 | 08/14/2025 | 301.38 | Customer #108062 | 214412250 - Equipment Operation | |
| | | | | | \$301.38 | | | |
| Blomquist Hale Consulting Group Inc | 133967 | Aug25-9866 | 08/01/2025 | 08/07/2025 | 784.80 | Employee Assistance | 104965140 - Undistributed Other Empl | |
| | | | | | \$784.80 | | | |
| Blue Mountain Foods | 133968 | 01-780648 | 08/04/2025 | 08/07/2025 | 32.93 | Account Seniors - Monticello | 104678323 - Home Deliv Meals - Monti | |
| Blue Mountain Foods | 133968 | 01-786413 | 07/28/2025 | 08/07/2025 | 15.71 | Account Seniors - Monticello | 104677323 - Congregate Meals - Monti | |

San Juan County
Check Register
All Bank Accounts - 08/01/2025 to 08/14/2025

| Payee Name | Reference Number | Invoice Number | Invoice Ledger Date | Payment Date | Amount | Description | Ledger Account | Activity Code |
|-----------------------------------|------------------|----------------|---------------------|--------------|---------------------|---------------------------------|--|---------------|
| Blue Mountain Foods | 133968 | 01-787596 | 07/29/2025 | 08/07/2025 | 23.56 | Account Seniors - Monticello | 104678323 - Home Deliv Meals - Monti | |
| Blue Mountain Foods | 133968 | 01-789044 | 07/30/2025 | 08/07/2025 | 62.84 | Account Seniors - Monticello | 104678323 - Home Deliv Meals - Monti | |
| Blue Mountain Foods | 133968 | 01-791687 | 08/01/2025 | 08/07/2025 | 603.00 | Account #Jail | 274230350 - Inmate Commissary Expe | |
| Blue Mountain Foods | 133968 | 01-794438 | 08/04/2025 | 08/07/2025 | 8.29 | Account: Jail | 104230312 - Jail Inmate Medical Expen | |
| Blue Mountain Foods | 133968 | 02-604444 | 07/20/2025 | 08/07/2025 | 80.82 | Account Seniors - Monticello | 104677323 - Congregate Meals - Monti | |
| Blue Mountain Foods | 133968 | 02-610367 | 08/04/2025 | 08/07/2025 | 24.76 | Account Jail | 104230312 - Jail Inmate Medical Expen | |
| Blue Mountain Foods | 133968 | 02-611375 | 08/05/2025 | 08/07/2025 | 27.57 | Account Jail | 104230312 - Jail Inmate Medical Expen | |
| Blue Mountain Foods | 133968 | 02-612539 | 08/06/2025 | 08/07/2025 | 26.14 | Account San Juan County | 214412250 - Equipment Operation | |
| Blue Mountain Foods | 133968 | 03-629531 | 06/03/2025 | 08/07/2025 | 5.78 | Account Jail | 104230480 - Jail Kitchen Food | |
| Blue Mountain Foods | 133968 | 03-683400 | 07/30/2025 | 08/07/2025 | 32.96 | Account Jail | 104230480 - Jail Kitchen Food | |
| | | | | | \$944.36 | | | |
| Blue Mountain Foods | 134060 | 01-791422 | 08/01/2025 | 08/14/2025 | 25.95 | Account Seniors - Monticello | 104678323 - Home Deliv Meals - Monti | |
| Blue Mountain Foods | 134060 | 01-796251 | 08/06/2025 | 08/14/2025 | 11.34 | Account Seniors - Monticello | 104678323 - Home Deliv Meals - Monti | |
| Blue Mountain Foods | 134060 | 01-797539 | 08/07/2025 | 08/14/2025 | 36.81 | Account Seniors - Monticello | 104677323 - Congregate Meals - Monti | |
| Blue Mountain Foods | 134060 | 02-607627 | 08/01/2025 | 08/14/2025 | 6.58 | Account Seniors - Monticello | 104678323 - Home Deliv Meals - Monti | |
| Blue Mountain Foods | 134060 | 02-611611 | 08/05/2025 | 08/14/2025 | 33.20 | Account Seniors - Monticello | 104678323 - Home Deliv Meals - Monti | |
| Blue Mountain Foods | 134060 | 274230350 | 08/07/2025 | 08/14/2025 | 216.40 | Account Sheriff's Office | 274230350 - Inmate Commissary Expe | |
| | | | | | \$330.28 | | | |
| | | | | | \$1,274.64 | | | |
| Bluff Dwellings Resort, LLC | 134061 | 2021231 | 08/08/2025 | 08/14/2025 | 2,157.73 | CLEHA San Juan Public Health | 255012.620 - Local General Health Mis | |
| | | | | | \$2,157.73 | | | |
| Bob Barker Company Inc. | 133969 | INV2151826 | 07/25/2025 | 08/07/2025 | 248.12 | Customer SANUT1: Dennis Hoggard | 274230350 - Inmate Commissary Expe | |
| | | | | | \$248.12 | | | |
| Bound Tree Medical, LLC | 134062 | 85878867 | 08/12/2025 | 08/14/2025 | 319.96 | Pelvic Sling | 264350610 - Miscellaneous Supplies | |
| | | | | | \$319.96 | | | |
| Brantley Distributing, LLC. | 134063 | 25271740 | 08/12/2025 | 08/14/2025 | 825.40 | Customer #14560 | 214412251 - Gas, Oil and Grease | |
| | | | | | \$825.40 | | | |
| Brown Brothers Construction Co | 133970 | 25.5016 | 07/30/2025 | 08/07/2025 | 142,132.02 | Gravel | 214414411 - Gravel | |
| | | | | | \$142,132.02 | | | |
| Brown's Towing & Road Service, LL | 133971 | 002566 | 08/04/2025 | 08/07/2025 | 209.57 | 2023 F150 | 104210251 - Sheriff Gas, Oil and Greas | |
| | | | | | \$209.57 | | | |
| Bruckner's Truck & Equipment | 134064 | XA108052656:01 | 08/06/2025 | 08/14/2025 | 336.40 | Customer #177922 | 214412250 - Equipment Operation | |
| | | | | | \$336.40 | | | |
| CAHC - Comfort at Home Care, LLC | 133972 | 338_07312025 | 07/31/2025 | 08/07/2025 | 449.60 | | 104684615 - Respite Contracts | |
| CAHC - Comfort at Home Care, LLC | 133972 | 338_07312025 | 07/31/2025 | 08/07/2025 | 1,480.00 | | 104672615 - Acc Trans Contracts | |
| CAHC - Comfort at Home Care, LLC | 133972 | 338_07312025 | 07/31/2025 | 08/07/2025 | 2,976.00 | | 104679615 - State Alt Contracts | |
| | | | | | \$4,905.60 | | | |
| | | | | | \$4,905.60 | | | |
| Canon USA, Inc. | 133973 | 37928906 | 01/12/2025 | 08/07/2025 | 113.22 | Contract # 915671-1 | 104230310 - Jail Professional and Tech | |
| Canon USA, Inc. | 133973 | 39460675 | 03/12/2025 | 08/07/2025 | 103.62 | Contract #915671-2 | 104230310 - Jail Professional and Tech | |
| Canon USA, Inc. | 133973 | 39460675 | 03/12/2025 | 08/07/2025 | 175.00 | Contract #915671-2 | 104230310 - Jail Professional and Tech | |
| Canon USA, Inc. | 133973 | 40118550 | 04/11/2025 | 08/07/2025 | 103.62 | Contract #915671-2 | 104230310 - Jail Professional and Tech | |
| Canon USA, Inc. | 133973 | 41508676 | 07/13/2025 | 08/07/2025 | 150.15 | Contract #915671-3 | 104145250 - Attorney Equipment Oper | |
| | | | | | \$645.61 | | | |

San Juan County
Check Register
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| Payee Name | Reference Number | Invoice Number | Invoice Ledger Date | Payment Date | Amount | Description | Ledger Account | Activity Code |
|------------------------------------|------------------|----------------|---------------------|--------------|--------------------|--|--|---------------|
| Canon USA, Inc. | 134065 | 41676352 | 08/12/2025 | 08/14/2025 | 87.22 | Contract #915671-1 | 104230310 - Jail Professional and Tech | |
| | | | | | \$732.83 | | | |
| Canyonlands Tire, LLC | 133974 | 11014614 | 07/14/2025 | 08/07/2025 | 106.74 | | 104210251 - Sheriff Gas, Oil and Greas | |
| | | | | | \$106.74 | | | |
| Child Support Services | 134066 | PR080325-1117 | 08/08/2025 | 08/14/2025 | 115.23 | Case Number C001392403 | 102229500 - Other Deductions Payable | |
| Child Support Services | 134066 | PR080325-1117 | 08/08/2025 | 08/14/2025 | 263.08 | Case Number C001361546 | 102229500 - Other Deductions Payable | |
| Child Support Services | 134066 | PR080325-1117 | 08/08/2025 | 08/14/2025 | 303.23 | Case Number C001619928 | 102229500 - Other Deductions Payable | |
| | | | | | \$681.54 | | | |
| | | | | | \$681.54 | | | |
| Cintas Corporation | 133975 | 4238952760 | 08/04/2025 | 08/07/2025 | 67.34 | Customer #13213559 | 214412250 - Equipment Operation | |
| Cintas Corporation | 134067 | 4239711787 | 08/11/2025 | 08/14/2025 | 32.83 | | 214412260 - Buildings and Grounds | |
| Cintas Corporation | 134067 | 4239711787 | 08/11/2025 | 08/14/2025 | 34.51 | Customer #13213559 | 102229500 - Other Deductions Payable | |
| | | | | | \$67.34 | | | |
| | | | | | \$134.68 | | | |
| Clark, Sharmayne | 133976 | SClark 72025 | 07/31/2025 | 08/07/2025 | 560.00 | Home Services | 104672615 - Acc Trans Contracts | |
| | | | | | \$560.00 | | | |
| Codale Electric Supply Inc. | 133977 | S009367475.001 | 07/31/2025 | 08/07/2025 | 267.40 | | 104620260 - Fair Buildings and Ground | |
| Codale Electric Supply Inc. | 133977 | S009369236.001 | 08/05/2025 | 08/07/2025 | 178.80 | | 104161260 - Courthouse Buildings and | |
| | | | | | \$446.20 | | | |
| | | | | | \$446.20 | | | |
| Collins, Catherine | 133978 | CCollins | 07/31/2025 | 08/07/2025 | 560.00 | Home Services | 104679615 - State Alt Contracts | |
| | | | | | \$560.00 | | | |
| Colorado Family Support Registry | 134068 | PR080325-1454 | 08/08/2025 | 08/14/2025 | 278.30 | FSR:17624214 Case:39-101709-44-0-A | 102229500 - Other Deductions Payable | |
| | | | | | \$278.30 | | | |
| Contech Engineered Solutions, LLC | 134069 | 31794419 | 08/04/2025 | 08/14/2025 | 13,800.00 | Account #438114 | 214414410 - Road Supplies | |
| Contech Engineered Solutions, LLC | 134069 | 31803512 | 08/05/2025 | 08/14/2025 | 16,200.00 | Account #438114 | 214414410 - Road Supplies | |
| Contech Engineered Solutions, LLC | 134069 | 31824318 | 08/07/2025 | 08/14/2025 | 13,800.00 | Account #438114 | 214414410 - Road Supplies | |
| | | | | | \$43,800.00 | | | |
| | | | | | \$43,800.00 | | | |
| Curtis Blue Line | 134070 | INV945471 | 05/07/2025 | 08/14/2025 | 1,657.50 | Ben Tomco Armor | 104210250 - Sheriff Equipment Operati | |
| Curtis Blue Line | 134070 | INV954396 | 05/30/2025 | 08/14/2025 | 143.96 | Ben Tomco Duty Gear | 104210250 - Sheriff Equipment Operati | |
| | | | | | \$1,801.46 | | | |
| | | | | | \$1,801.46 | | | |
| Dee, Elsie | 134071 | EDee08132025 | 08/13/2025 | 08/14/2025 | 1,971.20 | | 104173310 - Elections Professional an | |
| | | | | | \$1,971.20 | | | |
| DeGraw, Daniel Vint | 134072 | VD08132025 | 08/13/2025 | 08/14/2025 | 87.36 | 2025 Primary Election preparation travel | 104173230 - Elections Travel Expense | |
| | | | | | \$87.36 | | | |
| Dependable Automotive Services Inc | 134073 | 4175 | 08/11/2025 | 08/14/2025 | 465.68 | Sheriff | 104220251 - Wild Fire Gas, Oil and Gre | |
| Dependable Automotive Services Inc | 134073 | 4175 | 08/11/2025 | 08/14/2025 | 493.58 | Sheriff | 104210251 - Sheriff Gas, Oil and Greas | |
| | | | | | \$959.26 | | | |
| | | | | | \$959.26 | | | |

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| Payee Name | Reference Number | Invoice Number | Invoice Ledger Date | Payment Date | Amount | Description | Ledger Account | Activity Code |
|--------------------------------------|------------------|-----------------|---------------------|--------------|--------------------|---------------------------------|--|---------------|
| Drug Safe Utah Educational INC | 133979 | DSUE080525 | 08/05/2025 | 08/07/2025 | 21,656.00 | Tobacco SB37 Pass-trhough Funds | 255064.615 - E-CIG Grants Contracts | |
| | | | | | \$21,656.00 | | | |
| Duncan, Lyman | 134074 | LDuncan0813202 | 08/13/2025 | 08/14/2025 | 58.24 | 2025 Primary Election Travel | 104173230 - Elections Travel Expense | |
| | | | | | \$58.24 | | | |
| Earthgrains Baking Company | 133980 | 85272290005181 | 02/04/2025 | 08/07/2025 | 71.60 | Customer #232004-1 | 104230480 - Jail Kitchen Food | |
| Earthgrains Baking Company | 133980 | 85272290006170 | 08/05/2025 | 08/07/2025 | 71.60 | Customer #232004-1 | 104230480 - Jail Kitchen Food | |
| | | | | | \$143.20 | | | |
| Earthgrains Baking Company | 134075 | 85272290006207 | 08/12/2025 | 08/14/2025 | 71.60 | Customer #232004-1 | 104230480 - Jail Kitchen Food | |
| | | | | | \$214.80 | | | |
| Election Systems & Software, LLC | 134076 | CD2123906 | 07/25/2025 | 08/14/2025 | 1,793.50 | Customer #38760 | 104142310 - Clerk/Auditor Professional | |
| | | | | | \$1,793.50 | | | |
| Emery Telcom | 133981 | 000000988500 72 | 08/04/2025 | 08/07/2025 | 116.16 | Account #988500 | 104255270 - EOC Utilities | |
| Emery Telcom | 133981 | 000003514200_0 | 08/01/2025 | 08/07/2025 | 228.76 | Account #3514200 | 104255270 - EOC Utilities | |
| Emery Telcom | 133981 | 2278SZ10001.07 | 08/01/2025 | 08/07/2025 | 2,042.94 | Company Code 2278 | 104574615 - TV Comm Contracts | |
| Emery Telcom | 133981 | 3431000_080120 | 07/31/2025 | 08/07/2025 | 189.90 | Account #3431000 | 264350270 - Utilities | |
| Emery Telcom | 133981 | 862025 | 08/06/2025 | 08/07/2025 | 116.16 | Account #987300 | 104230350 - Jail State Prisoner Expens | |
| | | | | | \$2,693.92 | | | |
| Emery Telcom | 134077 | 3609200_080120 | 08/01/2025 | 08/14/2025 | 84.95 | Account 3609200 | 104230350 - Jail State Prisoner Expens | |
| | | | | | \$2,778.87 | | | |
| Empire Electric Assoc. Inc. | 133982 | 9579005 72025 | 08/05/2025 | 08/07/2025 | 201.15 | Account #9579005 | 104255270 - EOC Utilities | |
| Empire Electric Assoc. Inc. | 133982 | 9579006 72025 | 08/05/2025 | 08/07/2025 | 191.71 | Account #9579006 | 104255270 - EOC Utilities | |
| Empire Electric Assoc. Inc. | 133982 | 9579025/0725 | 08/04/2025 | 08/07/2025 | 44.51 | Account #9579025 | 214414270 - Utilities | |
| | | | | | \$437.37 | | | |
| | | | | | \$437.37 | | | |
| Equitable Financial Equi-vest (AXA F | 134078 | PR080425-743 | 08/08/2025 | 08/14/2025 | 100.00 | Equitable Finance Equi-vest | 102225000 - Equivest Payable | |
| | | | | | \$100.00 | | | |
| Falconer, Aubrey Wynne | 133983 | AFalconer077182 | 07/18/2025 | 08/07/2025 | 50.00 | Case #245101217 refund | 103511000 - Justice Court Fines | |
| | | | | | \$50.00 | | | |
| Fastenal Company | 133984 | COBAY84045 | 07/31/2025 | 08/07/2025 | 172.80 | Customer #COBAY0409 | 214412250 - Equipment Operation | |
| Fastenal Company | 133984 | COBAY84046 | 07/31/2025 | 08/07/2025 | 413.07 | Customer #COBAY0409 | 214412250 - Equipment Operation | |
| | | | | | \$585.87 | | | |
| | | | | | \$585.87 | | | |
| FleetPride Inc | 134079 | 124258484 | 03/17/2025 | 08/14/2025 | 117.98 | Account #120398-002 | 214412250 - Equipment Operation | |
| FleetPride Inc | 134079 | 126589540 | 07/18/2025 | 08/14/2025 | -56.00 | Account #120398-001 | 214412250 - Equipment Operation | |
| FleetPride Inc | 134079 | STMT073125 | 07/31/2025 | 08/14/2025 | 7.08 | Customer #120398-002 | 214412250 - Equipment Operation | |
| | | | | | \$69.06 | | | |
| | | | | | \$69.06 | | | |
| Forsythe Fire, LLC | 133985 | 2547 | 08/04/2025 | 08/07/2025 | 1,866.00 | Sheriff Cars | 104210250 - Sheriff Equipment Operati | |
| | | | | | \$1,866.00 | | | |
| Four Corners Welding & Gas | 133986 | 402527 | 07/31/2025 | 08/07/2025 | 120.16 | Customer #205501 | 574424251 - Gas, Oil and Grease | |
| Four Corners Welding & Gas | 133986 | CC402358 | 07/24/2025 | 08/07/2025 | 223.48 | Customer #205500 | 214412250 - Equipment Operation | |
| Four Corners Welding & Gas | 133986 | GR00199508 | 07/31/2025 | 08/07/2025 | 264.00 | Customer #205380 | 264350610 - Miscellaneous Supplies | |

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| Four Corners Welding & Gas | 133986 | GR00199510 | 07/31/2025 | 08/07/2025 | 85.25 | Customer #205500 | 214412250 - Equipment Operation | |
| | | | | | \$692.89 | | | |
| Four Corners Welding & Gas | 134080 | CC 402693 | 08/08/2025 | 08/14/2025 | 63.92 | Customer #205380 | 264350610 - Miscellaneous Supplies | |
| | | | | | \$756.81 | | | |
| Fredericks, Anna | 133958 | AFredricks | 08/01/2025 | 08/01/2025 | 700.00 | | 104620480 - Fair Special Department S | |
| Fredericks, Anna | 133958 | AFredricks | 08/01/2025 | 08/01/2025 | 1,000.00 | | 104620240 - Fair Office Expense | |
| Fredericks, Anna | 133958 | AFredricks | 08/01/2025 | 08/01/2025 | 1,000.00 | | 104620240 - Fair Office Expense | |
| Fredericks, Anna | 133958 | AFredricks | 08/01/2025 | 08/01/2025 | 2,300.00 | | 104620480 - Fair Special Department S | |
| Fredericks, Anna | 133958 | AFredricks | 08/01/2025 | 08/01/2025 | 4,500.00 | | 104620240 - Fair Office Expense | |
| | | | | | \$9,500.00 | | | |
| | | | | | \$9,500.00 | | | |
| GoodSource Solutions | 134081 | S10563192 | 06/21/2025 | 08/14/2025 | 1,670.18 | Customer ID SAN65 | 104230480 - Jail Kitchen Food | |
| | | | | | \$1,670.18 | | | |
| Halls, Craig C. | 133987 | RI0801251 | 08/01/2025 | 08/07/2025 | 11,000.00 | Craig Halls Payment | 104145310 - Attorney Professional and | |
| | | | | | \$11,000.00 | | | |
| Happy Morgan Law | 133988 | HML08012025 | 08/01/2025 | 08/07/2025 | 7,060.88 | | 104126615 - Public Defender Contracts | |
| | | | | | \$7,060.88 | | | |
| Hatcher Veterinary Services | 134082 | 6649 | 06/14/2025 | 08/14/2025 | 1,305.00 | San Juan Stampede | 104850620 - Special Proj Miscellaneous | |
| | | | | | \$1,305.00 | | | |
| Hawkins, Clark | 134083 | 437R25 | 08/11/2025 | 08/14/2025 | 61.00 | CDL Reimbursement | 214414620 - Miscellaneous Services | |
| | | | | | \$61.00 | | | |
| Hazleton, Janet | 134084 | 10-4122-240 | 08/12/2025 | 08/14/2025 | 64.04 | Webcam Reimbursement | 104122240 - Justice Court Office Expe | |
| | | | | | \$64.04 | | | |
| Hoggard, Dennis | 134085 | DHoggard081220 | 08/12/2025 | 08/14/2025 | 53.96 | | 274230350 - Inmate Commissary Expe | |
| Hoggard, Dennis | 134085 | DHoggard081220 | 08/12/2025 | 08/14/2025 | 219.28 | | 104230620 - Jail Miscellaneous Service | |
| | | | | | \$273.24 | | | |
| | | | | | \$273.24 | | | |
| Hozho'go lina 365 Utah Navajo Healt | 134086 | UNHS08052025 | 08/05/2025 | 08/14/2025 | 20,000.00 | Tobacco SB37 Pass-Thru Funds | 255064.615 - E-CIG Grants Contracts | |
| | | | | | \$20,000.00 | | | |
| ImageNet Consulting, LLC | 133989 | INV1333712 | 07/28/2025 | 08/07/2025 | 36.58 | Customer #CO52 Contract #Cont11092-01 | 104145250 - Attorney Equipment Oper | |
| ImageNet Consulting, LLC | 133989 | INV1341341 | 08/04/2025 | 08/07/2025 | 37.21 | Customer #27422 Contract #CONT11103-01 | 104142240 - Clerk/Auditor Office Expe | |
| ImageNet Consulting, LLC | 133989 | INV1341342 | 08/04/2025 | 08/07/2025 | 45.18 | Customer #27422 Contract #CONT8647-02 | 104144240 - Recorder Office Expense | |
| | | | | | \$118.97 | | | |
| ImageNet Consulting, LLC | 134087 | NV1334652 | 07/28/2025 | 08/14/2025 | 19.95 | Customer #58478 Contract #CONT11868-01 | 104143240 - Treasurer Office Expense | |
| | | | | | \$138.92 | | | |
| IML Security Supply | 133990 | 4658286 | 08/06/2025 | 08/07/2025 | 577.20 | Account #106217 | 574424260 - Buildings and Grounds | |
| | | | | | \$577.20 | | | |
| IRS - EFTPS | 133991 | IRS05-30-25 | 05/30/2025 | 08/07/2025 | 20,215.05 | | 102222000 - Federal Tax W/H Payable | |
| IRS - EFTPS | 133991 | PR070625-575 | 07/11/2025 | 08/07/2025 | 8,842.12 | Medicare Tax | 102221000 - FICA Payable | |
| IRS - EFTPS | 133991 | PR070625-575 | 07/11/2025 | 08/07/2025 | 20,548.20 | Federal Income Tax | 102222000 - Federal Tax W/H Payable | |
| IRS - EFTPS | 133991 | PR070625-575 | 07/11/2025 | 08/07/2025 | 37,807.80 | Social Security Tax | 102221000 - FICA Payable | |

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|----------------------------------|------------------|-----------------|---------------------|--------------|--------------------|-------------------------------------|--|---------------|
| IRS - EFTPS | 133991 | PR070725-575 | 07/11/2025 | 08/07/2025 | 1,219.60 | Medicare Tax | 102221000 - FICA Payable | |
| IRS - EFTPS | 133991 | PR070725-575 | 07/11/2025 | 08/07/2025 | 3,122.31 | Federal Income Tax | 102222000 - Federal Tax W/H Payable | |
| IRS - EFTPS | 133991 | PR070725-575 | 07/11/2025 | 08/07/2025 | 5,214.86 | Social Security Tax | 102221000 - FICA Payable | |
| | | | | | <u>\$96,969.94</u> | | | |
| | | | | | \$96,969.94 | | | |
| Jackson Group Peterbilt | 133992 | 260936GJX1 | 06/09/2025 | 08/07/2025 | 77.90 | Account #1825 | 214412251 - Gas, Oil and Grease | |
| Jackson Group Peterbilt | 133992 | 263246GJ | 07/23/2025 | 08/07/2025 | 138.96 | Account #1825 | 214412250 - Equipment Operation | |
| Jackson Group Peterbilt | 133992 | 263651GJ | 07/28/2025 | 08/07/2025 | 28.00 | Account #1825 | 214412250 - Equipment Operation | |
| | | | | | <u>\$244.86</u> | | | |
| | | | | | \$244.86 | | | |
| John, Zoe | 134088 | ZJ081125 | 08/12/2025 | 08/14/2025 | 69.51 | Red Mesa Community Wellness | 255061.480 - Tobacco Prevention Spec | |
| | | | | | <u>\$69.51</u> | | | |
| K&H Integrated Print Solutions | 134089 | INV1334652 | 08/07/2025 | 08/14/2025 | 2,590.53 | Customer ID C000000136 | 104173310 - Elections Professional an | |
| | | | | | <u>\$2,590.53</u> | | | |
| Kane, Kenydi | 134090 | KKane08112025 | 08/11/2025 | 08/14/2025 | 92.40 | Parade Float Travel | 724581230 - Travel Expense | |
| | | | | | <u>\$92.40</u> | | | |
| Kartchner, Rosalie | 134091 | RKartchner08122 | 08/12/2025 | 08/14/2025 | 120.00 | 2025 Primary Election Poll Worker | 104173310 - Elections Professional an | |
| | | | | | <u>\$120.00</u> | | | |
| Kenworth Sales Company | 133993 | 005P23309 | 07/28/2025 | 08/07/2025 | 62.73 | Customer #15013 | 214412250 - Equipment Operation | |
| Kenworth Sales Company | 133993 | 005P23322 | 07/30/2025 | 08/07/2025 | 308.39 | Customer #15013 | 214412250 - Equipment Operation | |
| Kenworth Sales Company | 133993 | 005P23433 | 01/31/2025 | 08/07/2025 | 25.00 | Customer 15013 | 214412250 - Equipment Operation | |
| | | | | | <u>\$396.12</u> | | | |
| Kenworth Sales Company | 134092 | 005P23581 | 08/07/2025 | 08/14/2025 | 438.36 | Customer #15013 | 214412250 - Equipment Operation | |
| Kenworth Sales Company | 134092 | 005P23614 | 08/12/2025 | 08/14/2025 | 67.04 | Customer #15013 | 214412250 - Equipment Operation | |
| | | | | | <u>\$505.40</u> | | | |
| | | | | | \$901.52 | | | |
| Ketron, Tyler | 133994 | TKetron08062025 | 08/07/2025 | 08/07/2025 | 134.00 | Business Mngrs Mtgs | 255007.230 - Indirect Admin Travel exp | |
| | | | | | <u>\$134.00</u> | | | |
| Kunz PC | 134093 | 297 | 08/01/2025 | 08/14/2025 | 460.00 | 3.00002-NSJCC v SJC and NSJCC v SJC | 104156310 - Legal Defense Profession | |
| | | | | | <u>\$460.00</u> | | | |
| Lacy, Charlotta | 134094 | CLacy08122025 | 08/12/2025 | 08/14/2025 | 438.00 | 2025 Primary Election Poll Worker | 104173310 - Elections Professional an | |
| | | | | | <u>\$438.00</u> | | | |
| Larry H. Miller | 133995 | CHGW 2600940 | 03/03/2025 | 08/07/2025 | 112.71 | Account #D6694 | 214412250 - Equipment Operation | |
| Larry H. Miller | 133996 | 2600940 | 03/03/2025 | 08/07/2025 | 112.71 | Account #D6694 | 214412250 - Equipment Operation | |
| Larry H. Miller | 134095 | 406832 | 07/11/2025 | 08/14/2025 | 42.85 | Account #D6694 | 214412250 - Equipment Operation | |
| | | | | | <u>\$268.27</u> | | | |
| Larry H. Miller Super Ford - SLC | 134096 | 2291120W | 07/16/2025 | 08/14/2025 | 491.52 | Account #B15203 | 214412250 - Equipment Operation | |
| | | | | | <u>\$491.52</u> | | | |
| Lumen | 133997 | 732856324 | 05/13/2025 | 08/07/2025 | 21.08 | Account #70470067 | 104230310 - Jail Professional and Tech | |
| | | | | | <u>\$21.08</u> | | | |

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|-------------------------------|------------------|------------------|---------------------|--------------|-------------------|--|---------------------------------------|---------------|
| Main Street Drug and Boutique | 133998 | 104230312 | 07/10/2025 | 08/07/2025 | 24.87 | Receipt 46329 | 104230312 - Jail Inmate Medical Expen | |
| Main Street Drug and Boutique | 133998 | 43989 | 05/13/2025 | 08/07/2025 | 83.90 | Account #1066 | 104230312 - Jail Inmate Medical Expen | |
| Main Street Drug and Boutique | 133998 | 44041 | 05/15/2025 | 08/07/2025 | 107.81 | Account #1066 | 104230312 - Jail Inmate Medical Expen | |
| Main Street Drug and Boutique | 133998 | 44116 | 05/15/2025 | 08/07/2025 | 5.60 | Account #1066 | 104230312 - Jail Inmate Medical Expen | |
| Main Street Drug and Boutique | 133998 | 47375 | 08/06/2025 | 08/07/2025 | 24.83 | Account #1066 | 104230312 - Jail Inmate Medical Expen | |
| Main Street Drug and Boutique | 133998 | Main Street10423 | 07/08/2025 | 08/07/2025 | 29.99 | Receipt #46198 | 104230312 - Jail Inmate Medical Expen | |
| | | | | | <u>\$277.00</u> | | | |
| | | | | | \$277.00 | | | |
| MATCO TOOLS, LLC | 133999 | 9399 | 07/30/2025 | 08/07/2025 | 27.99 | | 214412250 - Equipment Operation | |
| | | | | | <u>\$27.99</u> | | | |
| McNeely, Jerry | 134000 | RI0801252 | 08/01/2025 | 08/07/2025 | 1,500.00 | | 104112310 - Planning Professional and | |
| | | | | | <u>\$1,500.00</u> | | | |
| Moab Appraisal Services | 134097 | Refund: 1017 | 08/13/2025 | 08/14/2025 | 53.50 | Refund: 1017 - Moab Appraisal Services | 101311000 - Accounts Receivable | |
| | | | | | <u>\$53.50</u> | | | |
| Moab Veterinary Clinic | 134098 | 709491 | 08/12/2025 | 08/14/2025 | 242.13 | Client #19955 Patient #81507 | 104210900 - Sheriff Grants | |
| | | | | | <u>\$242.13</u> | | | |
| Monticello City | 134001 | 194121_0731202 | 07/31/2025 | 08/07/2025 | 134.91 | Account #1941121 | 264350270 - Utilities | |
| Monticello City | 134001 | 195461_0731202 | 08/04/2025 | 08/07/2025 | 100.00 | Account #195461 | 104672270 - Acc Trans Utilities | |
| Monticello City | 134001 | 35601_07312025 | 07/31/2025 | 08/07/2025 | 61.49 | | 104225270 - Fire/Rescue Utilities | |
| Monticello City | 134001 | 35601_07312025 | 07/31/2025 | 08/07/2025 | 61.52 | | 104620270 - Fair Utilities | |
| Monticello City | 134001 | 35601_07312025 | 07/31/2025 | 08/07/2025 | 67.97 | | 104225270 - Fire/Rescue Utilities | |
| Monticello City | 134001 | 35601_07312025 | 07/31/2025 | 08/07/2025 | 84.42 | | 104165270 - Sheriff Annex Utilities | |
| Monticello City | 134001 | 35601_07312025 | 07/31/2025 | 08/07/2025 | 94.95 | | 104620270 - Fair Utilities | |
| Monticello City | 134001 | 35601_07312025 | 07/31/2025 | 08/07/2025 | 188.68 | | 724167270 - Utilities | |
| Monticello City | 134001 | 35601_07312025 | 07/31/2025 | 08/07/2025 | 262.73 | | 104161270 - Courthouse Utilities | |
| Monticello City | 134001 | 35601_07312025 | 07/31/2025 | 08/07/2025 | 719.13 | | 104161270 - Courthouse Utilities | |
| Monticello City | 134001 | 35601_07312025 | 07/31/2025 | 08/07/2025 | 2,591.01 | | 104166270 - PS Bldg Utilities | |
| | | | | | <u>\$4,366.81</u> | | | |
| | | | | | \$4,366.81 | | | |
| Monticello Mercantile | 134002 | 3049 | 07/28/2025 | 08/07/2025 | 7.99 | Customer #76992 Road Dept | 214412250 - Equipment Operation | |
| Monticello Mercantile | 134002 | 3115 | 07/31/2025 | 08/07/2025 | 11.97 | Customer #76992 Fair | 104620260 - Fair Buildings and Ground | |
| Monticello Mercantile | 134002 | 3121 | 07/31/2025 | 08/07/2025 | 3.89 | Customer #76992 Fair | 104620260 - Fair Buildings and Ground | |
| Monticello Mercantile | 134002 | 3129 | 08/05/2025 | 08/07/2025 | 36.99 | Customer #76992 Sheriff's Office | 104210620 - Sheriff Miscellaneous Ser | |
| Monticello Mercantile | 134002 | 3140 | 08/01/2025 | 08/07/2025 | 21.31 | Customer #76992 Maintenance | 104161260 - Courthouse Buildings and | |
| Monticello Mercantile | 134002 | 3143 | 08/01/2025 | 08/07/2025 | 11.49 | Customer #76992 Maintenance | 104161260 - Courthouse Buildings and | |
| Monticello Mercantile | 134002 | 3174 | 08/04/2025 | 08/07/2025 | 15.11 | Customer #76992 San Juan County | 104230240 - Jail Office Expense | |
| Monticello Mercantile | 134002 | 3177 | 08/04/2025 | 08/07/2025 | 21.99 | Customer #76992 Road Dept | 214412250 - Equipment Operation | |
| Monticello Mercantile | 134002 | 3216 | 08/06/2025 | 08/07/2025 | 13.98 | Customer #76992 Road Dept | 214412250 - Equipment Operation | |
| Monticello Mercantile | 134002 | 3225 | 08/06/2025 | 08/07/2025 | 5.49 | Customer #76992 Maintenance | 104161260 - Courthouse Buildings and | |
| Monticello Mercantile | 134002 | 3227 | 08/06/2025 | 08/07/2025 | 10.99 | Customer #76992 Public Safety Bldg | 104166260 - PS Bldg Buildings and Gr | |
| Monticello Mercantile | 134002 | 3232 | 08/07/2025 | 08/07/2025 | 4.79 | Customer #76992 Public Safety Bldg | 104166260 - PS Bldg Buildings and Gr | |
| | | | | | <u>\$165.99</u> | | | |
| Monticello Mercantile | 134099 | 3245 | 08/07/2025 | 08/14/2025 | 9.99 | Customer #76992 Road Dept. | 214412250 - Equipment Operation | |
| Monticello Mercantile | 134099 | 3278 | 08/11/2025 | 08/14/2025 | 5.68 | Custome #76992 Road Dept. | 214412250 - Equipment Operation | |
| Monticello Mercantile | 134099 | A29834 | 08/12/2025 | 08/14/2025 | 2.00 | Customer #76992 Public Safety Bldg | 104230240 - Jail Office Expense | |
| | | | | | <u>\$17.67</u> | | | |
| | | | | | \$183.66 | | | |

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| Payee Name | Reference Number | Invoice Number | Invoice Ledger Date | Payment Date | Amount | Description | Ledger Account | Activity Code |
|--------------------------------------|------------------|----------------|---------------------|--------------|--------------------|--------------------------|--|---------------|
| Morning Sun Financial Services of Ut | 134003 | 1240 | 08/06/2025 | 08/07/2025 | 495.00 | | 104682615 - State Waiver Contracts | |
| Morning Sun Financial Services of Ut | 134003 | 1243 | 08/06/2025 | 08/07/2025 | 495.00 | | 104682615 - State Waiver Contracts | |
| Morning Sun Financial Services of Ut | 134003 | 1255 | 08/06/2025 | 08/07/2025 | 495.00 | | 104682615 - State Waiver Contracts | |
| Morning Sun Financial Services of Ut | 134003 | 1269 | 08/04/2025 | 08/07/2025 | 495.00 | | 104682615 - State Waiver Contracts | |
| | | | | | <u>\$1,980.00</u> | | | |
| | | | | | \$1,980.00 | | | |
| Morris, Rose | 134004 | Rmorris 72025 | 07/31/2025 | 08/07/2025 | 560.00 | Home Services | 104679615 - State Alt Contracts | |
| | | | | | <u>\$560.00</u> | | | |
| Morris, Suzette | 134005 | SM013 | 08/04/2025 | 08/07/2025 | 15.40 | Health Officer Interview | 255007.230 - Indirect Admin Travel exp | |
| | | | | | <u>\$15.40</u> | | | |
| Motor Parts Company | 134006 | 891572 | 07/31/2025 | 08/07/2025 | 228.38 | | 574424250 - Equipment Operation | |
| Motor Parts Company | 134006 | 891616 | 08/01/2025 | 08/07/2025 | 53.91 | | 104210250 - Sheriff Equipment Operati | |
| Motor Parts Company | 134006 | 891730 | 08/04/2025 | 08/07/2025 | 10.88 | | 574424250 - Equipment Operation | |
| Motor Parts Company | 134006 | 891730 | 08/04/2025 | 08/07/2025 | 35.91 | | 574424250 - Equipment Operation | |
| | | | | | <u>\$329.08</u> | | | |
| Motor Parts Company | 134100 | 587176 | 07/28/2025 | 08/14/2025 | 82.56 | | 214412250 - Equipment Operation | |
| Motor Parts Company | 134100 | 587199 | 07/29/2025 | 08/14/2025 | 64.28 | | 214412250 - Equipment Operation | |
| Motor Parts Company | 134100 | 587438 | 08/04/2025 | 08/14/2025 | 4.09 | | 214412250 - Equipment Operation | |
| Motor Parts Company | 134100 | 587458 | 08/05/2025 | 08/14/2025 | 213.95 | | 214412250 - Equipment Operation | |
| Motor Parts Company | 134100 | 587488 | 08/05/2025 | 08/14/2025 | 41.34 | | 214412250 - Equipment Operation | |
| Motor Parts Company | 134100 | 587492 | 08/05/2025 | 08/14/2025 | 4.09 | | 214412250 - Equipment Operation | |
| Motor Parts Company | 134100 | 587541 | 08/06/2025 | 08/14/2025 | 164.83 | | 104220615 - Wild Fire Contracts | |
| Motor Parts Company | 134100 | 587542 | 08/06/2025 | 08/14/2025 | 9.97 | | 214412250 - Equipment Operation | |
| Motor Parts Company | 134100 | 587557 | 08/06/2025 | 08/14/2025 | 19.81 | | 214412250 - Equipment Operation | |
| Motor Parts Company | 134100 | 587602 | 08/07/2025 | 08/14/2025 | 29.25 | | 214412250 - Equipment Operation | |
| Motor Parts Company | 134100 | 587713 | 08/11/2025 | 08/14/2025 | 134.17 | | 214412250 - Equipment Operation | |
| Motor Parts Company | 134100 | 587717 | 08/11/2025 | 08/14/2025 | 54.60 | | 214412250 - Equipment Operation | |
| Motor Parts Company | 134100 | 587763 | 08/11/2025 | 08/14/2025 | 18.79 | | 214412250 - Equipment Operation | |
| Motor Parts Company | 134100 | 891381 | 07/29/2025 | 08/14/2025 | 15.32 | | 214412250 - Equipment Operation | |
| Motor Parts Company | 134100 | 891453 | 07/30/2025 | 08/14/2025 | 12.00 | | 214412250 - Equipment Operation | |
| Motor Parts Company | 134100 | 891717 | 08/04/2025 | 08/14/2025 | 14.65 | | 214412250 - Equipment Operation | |
| Motor Parts Company | 134100 | 891732 | 08/04/2025 | 08/14/2025 | 31.71 | | 214412250 - Equipment Operation | |
| Motor Parts Company | 134100 | 891761 | 08/04/2025 | 08/14/2025 | 191.36 | | 214412250 - Equipment Operation | |
| Motor Parts Company | 134100 | 891780 | 08/04/2025 | 08/14/2025 | 13.19 | | 214412250 - Equipment Operation | |
| Motor Parts Company | 134100 | 891898 | 08/06/2025 | 08/14/2025 | 179.76 | | 214412251 - Gas, Oil and Grease | |
| Motor Parts Company | 134100 | 891912 | 08/06/2025 | 08/14/2025 | 45.74 | | 214412250 - Equipment Operation | |
| Motor Parts Company | 134100 | 891955 | 08/06/2025 | 08/14/2025 | 14.58 | | 214412250 - Equipment Operation | |
| | | | | | <u>\$1,360.04</u> | | | |
| | | | | | \$1,689.12 | | | |
| Motorola Solutions | 134007 | 8230503732 | 03/12/2025 | 08/07/2025 | 16,805.03 | Account #1209114890 | 104230242 - Jail Software Maintenance | |
| Motorola Solutions | 134007 | 8230505892 | 04/02/2025 | 08/07/2025 | 33,559.17 | Account #1209114890 | 104230242 - Jail Software Maintenance | |
| Motorola Solutions | 134007 | 8230525573 | 06/23/2025 | 08/07/2025 | 9,000.00 | Account #1209114890 | 104230242 - Jail Software Maintenance | |
| Motorola Solutions | 134007 | 8281600020 | 01/01/2025 | 08/07/2025 | 5,009.88 | Account #1209114890 | 104230242 - Jail Software Maintenance | |
| | | | | | <u>\$64,374.08</u> | | | |
| | | | | | \$64,374.08 | | | |
| Mountain Land Collections | 134008 | 964385 | 07/31/2025 | 08/07/2025 | 74.32 | Reference #964385 | 104230312 - Jail Inmate Medical Expen | |
| | | | | | <u>\$74.32</u> | | | |
| N.O.V.A. Principles | 134101 | 2288 | 05/15/2025 | 08/14/2025 | 1,000.00 | Instructor Training | 104210330 - Sheriff Employee Educati | |
| | | | | | <u>\$1,000.00</u> | | | |

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| Payee Name | Reference Number | Invoice Number | Invoice Ledger Date | Payment Date | Amount | Description | Ledger Account | Activity Code |
|---------------------------------|------------------|-----------------|---------------------|--------------|-------------------|---------------------------------|---------------------------------------|---------------|
| National Benefit Services, LLC | 134009 | CP418890 | 07/31/2025 | 08/07/2025 | 1,514.93 | | 104965140 - Undistributed Other Empl | |
| | | | | | \$1,514.93 | | | |
| Navajo Sanitation | 134102 | 134206 | 07/27/2025 | 08/14/2025 | 297.00 | Account #2772 | 104672270 - Acc Trans Utilities | |
| | | | | | \$297.00 | | | |
| Navajo Tribal Utility Authority | 134010 | 10000553438 | 07/22/2025 | 08/07/2025 | 12.92 | Account #60378375 | 104850730 - Special Proj Other Oper I | |
| | | | | | \$12.92 | | | |
| New Technology Solutions, LLC | 134011 | 9416 | 07/25/2025 | 08/07/2025 | 50.00 | Waste Station | 574424310 - Professional and Technica | |
| New Technology Solutions, LLC | 134011 | 9471 | 07/29/2025 | 08/07/2025 | 40.00 | EMS | 264350310 - Professional and Technica | |
| New Technology Solutions, LLC | 134011 | 9472 | 07/29/2025 | 08/07/2025 | 130.00 | Public Safety Buildings | 104166310 - PS Bldg Professional and | |
| New Technology Solutions, LLC | 134011 | 9473 | 07/31/2025 | 08/07/2025 | 100.00 | Fire Stations | 104225310 - Fire/Rescue Professional | |
| New Technology Solutions, LLC | 134011 | 9474 | 07/29/2025 | 08/07/2025 | 95.00 | Libraries | 724167310 - Professional and Technica | |
| New Technology Solutions, LLC | 134011 | 9475 | 07/23/2025 | 08/07/2025 | 100.00 | Senior Centers | 104225310 - Fire/Rescue Professional | |
| | | | | | \$515.00 | | | |
| New Technology Solutions, LLC | 134103 | 9476 | 07/31/2025 | 08/14/2025 | 40.00 | Health Dept. | 104678323 - Home Deliv Meals - Monti | |
| | | | | | \$555.00 | | | |
| Nicholas & Company | 134012 | 9271806 | 07/31/2025 | 08/07/2025 | 993.81 | Customer #616580 | 104677325 - Congregate Meals - Bland | |
| Nicholas & Company | 134012 | 9271806 | 07/31/2025 | 08/07/2025 | 993.81 | Customer #616580 | 104678325 - Home Deliv Meals - Bland | |
| Nicholas & Company | 134012 | 9275719 | 08/04/2025 | 08/07/2025 | 1,232.16 | Custopmer #616591 | 104230480 - Jail Kitchen Food | |
| Nicholas & Company | 134012 | 9275724 | 08/04/2025 | 08/07/2025 | 585.35 | Customer #616580 | 104678323 - Home Deliv Meals - Monti | |
| Nicholas & Company | 134012 | 9275724 | 08/04/2025 | 08/07/2025 | 585.36 | Customer #616580 | 104677323 - Congregate Meals - Monti | |
| Nicholas & Company | 134012 | 9275726 | 08/04/2025 | 08/07/2025 | 718.69 | Customer #616580 | 104678325 - Home Deliv Meals - Bland | |
| Nicholas & Company | 134012 | 9275726 | 08/04/2025 | 08/07/2025 | 718.70 | Customer #616580 | 104677325 - Congregate Meals - Bland | |
| Nicholas & Company | 134012 | 9280367 | 08/07/2025 | 08/07/2025 | 560.62 | Customer #616591 | 104230480 - Jail Kitchen Food | |
| | | | | | \$6,388.50 | | | |
| Nicholas & Company | 134104 | 9284142 | 08/11/2025 | 08/14/2025 | 1,457.81 | Customer #616591 | 104230480 - Jail Kitchen Food | |
| Nicholas & Company | 134104 | 9284147 | 08/11/2025 | 08/14/2025 | 601.41 | Customer #616580 | 104677323 - Congregate Meals - Monti | |
| Nicholas & Company | 134104 | 9284147 | 08/11/2025 | 08/14/2025 | 601.41 | Customer #616580 | 104678323 - Home Deliv Meals - Monti | |
| | | | | | \$2,660.63 | | | |
| | | | | | \$9,049.13 | | | |
| Nichols, Chesy | 134013 | CNichols0801202 | 08/01/2025 | 08/07/2025 | 500.00 | August EMS Medical Director Fee | 264350310 - Professional and Technica | |
| | | | | | \$500.00 | | | |
| O'Reilly Auto Parts | 134014 | 6848-118335 | 07/28/2025 | 08/07/2025 | 88.00 | Customer #3601683 | 214412250 - Equipment Operation | |
| O'Reilly Auto Parts | 134014 | 6848-118496 | 07/30/2025 | 08/07/2025 | 36.77 | Customer #3601683 | 214412250 - Equipment Operation | |
| O'Reilly Auto Parts | 134014 | 6848-118556 | 07/31/2025 | 08/07/2025 | 9.83 | Customer #3601683 | 214412250 - Equipment Operation | |
| O'Reilly Auto Parts | 134014 | 6848-118863 | 08/04/2025 | 08/07/2025 | 44.82 | Customer #3601683 | 214412250 - Equipment Operation | |
| O'Reilly Auto Parts | 134014 | 6848-118931 | 08/05/2025 | 08/07/2025 | 16.14 | Customer #3601683 | 214412250 - Equipment Operation | |
| O'Reilly Auto Parts | 134014 | 6848-119040 | 08/06/2025 | 08/07/2025 | 87.83 | Customer #3601683 | 214412250 - Equipment Operation | |
| | | | | | \$283.39 | | | |
| | | | | | \$283.39 | | | |
| Ogden Clinic Specialty Services | 134105 | OC05072025 | 08/11/2025 | 08/14/2025 | 29.18 | Account #11964548 | 255400.310 - Cancer Screening Profes | |
| Ogden Clinic Specialty Services | 134105 | OC05072025(2) | 08/11/2025 | 08/14/2025 | 4.08 | Account #11964588 | 255400.310 - Cancer Screening Profes | |
| Ogden Clinic Specialty Services | 134105 | OC05072025(3) | 08/11/2025 | 08/14/2025 | 48.31 | Account #11951581 | 255400.310 - Cancer Screening Profes | |
| Ogden Clinic Specialty Services | 134105 | OC05072025(4) | 08/11/2025 | 08/14/2025 | 124.48 | Account #12001290 | 255400.310 - Cancer Screening Profes | |
| | | | | | \$206.05 | | | |
| | | | | | \$206.05 | | | |

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| Payee Name | Reference Number | Invoice Number | Invoice Ledger Date | Payment Date | Amount | Description | Ledger Account | Activity Code |
|---------------------------------|------------------|----------------|---------------------|--------------|-------------------|--|--|---------------|
| Pacific Coast K9 | 134015 | 077 | 05/15/2025 | 08/07/2025 | 1,230.60 | | 104210900 - Sheriff Grants | |
| | | | | | \$1,230.60 | | | |
| Packard Wholesale Co. | 134016 | 3038870 | 07/31/2025 | 08/07/2025 | 131.81 | Customer ID 10328 | 104678323 - Home Deliv Meals - Monti | |
| Packard Wholesale Co. | 134016 | 3038879 | 07/31/2025 | 08/07/2025 | 107.59 | Customer ID 10328 | 104678328 - Home Deliv Meals - La Sa | |
| Packard Wholesale Co. | 134016 | 3038883 | 07/31/2025 | 08/07/2025 | 738.02 | Customer ID 10328 | 104678325 - Home Deliv Meals - Bland | |
| Packard Wholesale Co. | 134016 | 3038925 | 07/31/2025 | 08/07/2025 | 214.45 | Customer ID 10301 | 104230350 - Jail State Prisoner Expens | |
| Packard Wholesale Co. | 134016 | 3038926 | 07/31/2025 | 08/07/2025 | 47.65 | Customer ID 10325 | 104230480 - Jail Kitchen Food | |
| Packard Wholesale Co. | 134016 | 3039348 | 07/29/2025 | 08/07/2025 | 179.00 | Customer ID 10328 | 104678323 - Home Deliv Meals - Monti | |
| Packard Wholesale Co. | 134016 | 3039351 | 08/06/2025 | 08/07/2025 | 195.34 | Customer ID 10312 | 104161260 - Courthouse Buildings and | |
| Packard Wholesale Co. | 134016 | 3039364 | 08/06/2025 | 08/07/2025 | 140.77 | Customer ID 10328 | 104678325 - Home Deliv Meals - Bland | |
| Packard Wholesale Co. | 134016 | 3039391 | 06/08/2025 | 08/07/2025 | 205.73 | Customer ID 10312 | 104620260 - Fair Buildings and Ground | |
| | | | | | \$1,960.36 | | | |
| Packard Wholesale Co. | 134106 | 3039399 | 08/07/2025 | 08/14/2025 | 314.89 | Customer ID 10301 | 104230350 - Jail State Prisoner Expens | |
| Packard Wholesale Co. | 134106 | 3039400 | 08/07/2025 | 08/14/2025 | 469.47 | Customer ID 10325 | 104230350 - Jail State Prisoner Expens | |
| Packard Wholesale Co. | 134106 | 3039401 | 08/07/2025 | 08/14/2025 | 107.81 | Customer ID 10325 | 104230350 - Jail State Prisoner Expens | |
| | | | | | \$892.17 | | | |
| | | | | | \$2,852.53 | | | |
| Page Steel | 134107 | 132818 | 08/07/2025 | 08/14/2025 | 1,375.87 | Customer ID CN9038 | 214412250 - Equipment Operation | |
| | | | | | \$1,375.87 | | | |
| Palmer, Payton | 134017 | PPalmer0730202 | 07/30/2025 | 08/07/2025 | 374.00 | Motor Vehicle Criminal Interdiction Conference | 104211230 - Task Force Travel Expens | |
| | | | | | \$374.00 | | | |
| Pelorus Methods Inc | 134108 | 250901 | 08/01/2025 | 08/14/2025 | 2,400.00 | Account #243 | 104142310 - Clerk/Auditor Professional | |
| | | | | | \$2,400.00 | | | |
| Penguin Management Inc | 134109 | 84176 | 08/11/2025 | 08/14/2025 | 1,357.20 | | 104220615 - Wild Fire Contracts | |
| Penguin Management Inc | 134109 | 84176 | 08/11/2025 | 08/14/2025 | 3,358.80 | | 264350310 - Professional and Technica | |
| | | | | | \$4,716.00 | | | |
| | | | | | \$4,716.00 | | | |
| Pugh, Delton | 134018 | Dpugh72025 | 08/06/2025 | 08/07/2025 | 54.00 | Navajo Mountain visits | 104671230 - Area Plan Travel Expense | |
| | | | | | \$54.00 | | | |
| Qualman, Madeline Claire | 134019 | MQualman07252 | 07/25/2025 | 08/07/2025 | 585.00 | Case #255101177 refund | 103511000 - Justice Court Fines | |
| | | | | | \$585.00 | | | |
| Rahm Logistics, LLC | 134110 | 1101 | 08/04/2025 | 08/14/2025 | 2,600.00 | BOL #25-036-04 | 214414410 - Road Supplies | |
| | | | | | \$2,600.00 | | | |
| Rahm Transport & Logistics, LLC | 134020 | 1094 | 07/24/2025 | 08/07/2025 | 2,600.00 | Trucking Services | 214414410 - Road Supplies | |
| | | | | | \$2,600.00 | | | |
| Redds Ace Hardware, LLC | 134021 | 100036 | 08/06/2025 | 08/07/2025 | 14.11 | Customer #10174 Sheriff Dept | 104210310 - Sheriff Professional and T | |
| Redds Ace Hardware, LLC | 134021 | 95361 | 07/30/2025 | 08/07/2025 | 61.74 | Customer #10174 | 214412250 - Equipment Operation | |
| Redds Ace Hardware, LLC | 134021 | 96197 | 07/31/2025 | 08/07/2025 | 15.19 | Transaction #96197 | 574424240 - Office Expense | |
| Redds Ace Hardware, LLC | 134021 | 96213 | 07/31/2025 | 08/07/2025 | 2.65 | Customer #10174 | 214412250 - Equipment Operation | |
| Redds Ace Hardware, LLC | 134021 | 96802 | 08/01/2025 | 08/07/2025 | 92.62 | Customer #10174 Fairgrounds | 104620260 - Fair Buildings and Ground | |
| Redds Ace Hardware, LLC | 134021 | 98396 | 08/04/2025 | 08/07/2025 | 29.78 | Account: San Juan County (All /Depts) | 574424250 - Equipment Operation | |
| Redds Ace Hardware, LLC | 134021 | 98680 | 08/04/2025 | 08/07/2025 | 6.00 | Customer #10174 Roads | 214412250 - Equipment Operation | |
| Redds Ace Hardware, LLC | 134021 | 98827 | 08/04/2025 | 08/07/2025 | 18.78 | Customer #10174 | 104677323 - Congregate Meals - Monti | |
| Redds Ace Hardware, LLC | 134021 | 99393 | 08/05/2025 | 08/07/2025 | 178.58 | Customer #10174 CJC | 104163260 - Blannex Buildings and Gr | |
| | | | | | \$419.45 | | | |

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| Payee Name | Reference Number | Invoice Number | Invoice Ledger Date | Payment Date | Amount | Description | Ledger Account | Activity Code |
|-----------------------------------|------------------|-----------------|---------------------|--------------|-------------------|---|---------------------------------------|---------------|
| Redds Ace Hardware, LLC | 134111 | 103425 | 08/12/2025 | 08/14/2025 | 51.14 | Account #10174 San Juan County (All Depts) | 574424260 - Buildings and Grounds | |
| Redds Ace Hardware, LLC | 134111 | 103685 | 08/12/2025 | 08/14/2025 | 27.54 | Customer #10174 San Juan County (All Depts) | 574424260 - Buildings and Grounds | |
| Redds Ace Hardware, LLC | 134111 | 103829 | 08/12/2025 | 08/14/2025 | 18.99 | Customer 10174 | 214414240 - Office Expense | |
| | | | | | <u>\$97.67</u> | | | |
| | | | | | \$517.12 | | | |
| Rocky Mountain Personal Care, LLC | 134022 | 41015 | 07/31/2025 | 08/07/2025 | 478.00 | BKeith | 104672615 - Acc Trans Contracts | |
| Rocky Mountain Personal Care, LLC | 134022 | 41085 | 07/31/2025 | 08/07/2025 | 866.39 | NBlack | 104679615 - State Alt Contracts | |
| | | | | | <u>\$1,344.39</u> | | | |
| | | | | | \$1,344.39 | | | |
| Rocky Mountain Power | 134023 | 59271696-002_0 | 07/28/2025 | 08/07/2025 | 57.30 | Account #59271696-002 2 | 104225270 - Fire/Rescue Utilities | |
| Rocky Mountain Power | 134023 | 59271696-004 8- | 08/04/2025 | 08/07/2025 | 174.21 | Account #59271696-004 8 | 104225270 - Fire/Rescue Utilities | |
| Rocky Mountain Power | 134023 | 59271696-005 5 | 07/28/2025 | 08/07/2025 | 34.73 | Account #59271695-005 5 | 104672270 - Acc Trans Utilities | |
| Rocky Mountain Power | 134023 | 66726953/07/25 | 08/04/2025 | 08/07/2025 | 16.03 | Account #59405396-002 9 | 214414270 - Utilities | |
| | | | | | <u>\$282.27</u> | | | |
| | | | | | \$282.27 | | | |
| Roughrock Aviation, LLC | 134024 | RI0801253 | 08/01/2025 | 08/07/2025 | 6,500.00 | | 105430615 - Cal Black Contracts | |
| | | | | | \$6,500.00 | | | |
| San Juan Building Supply Inc. | 134025 | 2508-286067 | 08/01/2025 | 08/07/2025 | 72.00 | Account #2370 | 104620260 - Fair Buildings and Ground | |
| San Juan Building Supply Inc. | 134112 | 2508-286842 | 08/12/2025 | 08/14/2025 | 41.74 | Account #2370 | 574424260 - Buildings and Grounds | |
| | | | | | \$113.74 | | | |
| San Juan Clinic | 134026 | 9460486 | 01/25/2025 | 08/07/2025 | 239.57 | Financial #600069 | 104230312 - Jail Inmate Medical Expen | |
| San Juan Clinic | 134113 | 629342 | 08/05/2025 | 08/14/2025 | 40.00 | Financial 629342 | 255400.310 - Cancer Screening Profes | |
| San Juan Clinic | 134113 | 9560249 | 07/29/2025 | 08/14/2025 | 72.00 | Financial #631503 | 214414620 - Miscellaneous Services | |
| | | | | | <u>\$112.00</u> | | | |
| | | | | | \$351.57 | | | |
| San Juan Health Services | 134027 | 7302025 | 07/30/2025 | 08/07/2025 | 40.00 | | 264350610 - Miscellaneous Supplies | |
| San Juan Health Services | 134027 | 7312025 | 07/31/2025 | 08/07/2025 | 68.17 | Share of Bldg Water/Sewer | 255007.270 - Indirect Admin Utilities | |
| San Juan Health Services | 134027 | 8062025 | 08/04/2025 | 08/07/2025 | 378.33 | 1/2 Share of Fire Alarm/Sprinkler Testing | 255007.260 - Indirect Admin Buildings | |
| San Juan Health Services | 134027 | 8072025 | 08/07/2025 | 08/07/2025 | 100.00 | 1/3 Share of Landscaping Services | 255012.620 - Local General Health Mis | |
| | | | | | <u>\$586.50</u> | | | |
| | | | | | \$586.50 | | | |
| San Juan Pharmacy Blanding | 134028 | 30139 | 01/01/2025 | 08/07/2025 | 48.55 | Account #1502 | 104230312 - Jail Inmate Medical Expen | |
| | | | | | \$48.55 | | | |
| Scott, Alisa M | 134029 | 20003 | 07/29/2025 | 08/07/2025 | 62.50 | Marketing Services | 104192920 - Econ Dev Rural County G | |
| Scott, Alisa M | 134029 | 20004 | 07/29/2025 | 08/07/2025 | 156.25 | Marketing Services | 104192920 - Econ Dev Rural County G | |
| Scott, Alisa M | 134029 | 20005 | 07/29/2025 | 08/07/2025 | 268.75 | Marketing Services | 104192920 - Econ Dev Rural County G | |
| Scott, Alisa M | 134029 | 20006 | 07/29/2025 | 08/07/2025 | 293.75 | Marketing Services | 104192920 - Econ Dev Rural County G | |
| | | | | | <u>\$781.25</u> | | | |
| | | | | | \$781.25 | | | |
| Silas, Marilyn | 134030 | MSilas 72025 | 07/31/2025 | 08/07/2025 | 560.00 | Home Services | 104679615 - State Alt Contracts | |
| | | | | | \$560.00 | | | |
| Silas, Tristan | 134114 | TSilas08122025 | 08/12/2025 | 08/14/2025 | 325.00 | 2025 Primary Election Poll Worker | 104173310 - Elections Professional an | |
| | | | | | \$325.00 | | | |

San Juan County
Check Register
All Bank Accounts - 08/01/2025 to 08/14/2025

| Payee Name | Reference Number | Invoice Number | Invoice Ledger Date | Payment Date | Amount | Description | Ledger Account | Activity Code |
|--------------------------------------|------------------|----------------|---------------------|--------------|--------------------|---|---------------------------------------|---------------|
| Sitterud Law | 134031 | RI0801254 | 08/01/2025 | 08/07/2025 | 14,500.00 | | 104126310 - Public Defender Professio | |
| | | | | | \$14,500.00 | | | |
| SJC Blanding Library or Nicole Perki | 134115 | PC072025Bluff | 07/31/2025 | 08/14/2025 | 24.80 | Bluff Petty Cash Reimbursement | 724581923 - Grant Expenses - Borrow | |
| | | | | | \$24.80 | | | |
| SJC Monticello Library | 134116 | MLPC08312025 | 08/04/2025 | 08/14/2025 | 119.07 | Petty Cash Reimbursement | 724581620 - Special Programs | |
| | | | | | \$119.07 | | | |
| SJR Media | 134117 | 166147 | 07/31/2025 | 08/14/2025 | 30.00 | Account SJC - Recorder | 104144210 - Recorder Subscriptions a | |
| SJR Media | 134117 | 166148 | 07/31/2025 | 08/14/2025 | 30.00 | Subscription Renewal - Blanding Library | 724581210 - Subscriptions and Membe | |
| SJR Media | 134117 | SJCTX0725 | 07/31/2025 | 08/14/2025 | 720.00 | Property Tax Abatement Ad | 104173310 - Elections Professional an | |
| | | | | | \$780.00 | | | |
| | | | | | \$780.00 | | | |
| SJSD Heritage Language Resource | 134118 | XX3212 | 08/05/2025 | 08/14/2025 | 16.00 | Fair Posters | 255114.480 - WIC Breastfeeding Speci | |
| | | | | | \$16.00 | | | |
| Skinner, Ron | 134032 | RS080525 | 08/05/2025 | 08/07/2025 | 29.04 | DHHS Mtg | 255012.620 - Local General Health Mis | |
| | | | | | \$29.04 | | | |
| Sorenson Advertising, LLC, DBA Bra | 134033 | 2014523 | 08/01/2025 | 08/07/2025 | 28,125.00 | SJC Tourism | 104193920 - Visitor Serv Grants | |
| | | | | | \$28,125.00 | | | |
| Southern Tire Mart, LLC | 134034 | 6280007091 | 07/30/2025 | 08/07/2025 | 1,896.36 | Customer #0578825 | 214412250 - Equipment Operation | |
| Southern Tire Mart, LLC | 134034 | 6280007092 | 07/30/2025 | 08/07/2025 | 1,990.96 | Customer #0578825 | 214412250 - Equipment Operation | |
| Southern Tire Mart, LLC | 134034 | 6280007093 | 07/30/2025 | 08/07/2025 | 3,363.70 | Customer #0578825 | 214412250 - Equipment Operation | |
| Southern Tire Mart, LLC | 134034 | 6280007094 | 07/30/2025 | 08/07/2025 | 886.56 | Customer #0578825 | 214412250 - Equipment Operation | |
| | | | | | \$8,137.58 | | | |
| Southern Tire Mart, LLC | 134119 | 6280007123 | 08/11/2025 | 08/14/2025 | 1,111.50 | Customer #0578825 | 214412250 - Equipment Operation | |
| Southern Tire Mart, LLC | 134119 | 6280007153 | 08/11/2025 | 08/14/2025 | 1,773.12 | Customer #0578825 | 214412250 - Equipment Operation | |
| | | | | | \$2,884.62 | | | |
| | | | | | \$11,022.20 | | | |
| Summit Food Service, LLC | 134035 | INV2000249430 | 07/29/2025 | 08/07/2025 | 846.30 | Customer ID C8109000 | 274230350 - Inmate Commissary Expe | |
| Summit Food Service, LLC | 134035 | INV2000249431 | 07/29/2025 | 08/07/2025 | 27.23 | Customer ID C8109001 | 274230350 - Inmate Commissary Expe | |
| Summit Food Service, LLC | 134035 | INV2000250014 | 08/05/2025 | 08/07/2025 | 711.45 | Customer #C8109000 | 274230350 - Inmate Commissary Expe | |
| Summit Food Service, LLC | 134035 | INV2000250015 | 08/05/2025 | 08/07/2025 | 15.76 | Customer ID C8109001 | 274230350 - Inmate Commissary Expe | |
| | | | | | \$1,600.74 | | | |
| | | | | | \$1,600.74 | | | |
| Sysco Intermountain Food Svc. | 134036 | 685478939 | 05/02/2025 | 08/07/2025 | 334.80 | customer #936070 | 104230480 - Jail Kitchen Food | |
| Sysco Intermountain Food Svc. | 134036 | 685674050 | 08/01/2025 | 08/07/2025 | 627.21 | Customer #936070 | 104230480 - Jail Kitchen Food | |
| Sysco Intermountain Food Svc. | 134036 | 685682112 | 08/05/2025 | 08/07/2025 | 358.02 | Customer #936070 | 104230480 - Jail Kitchen Food | |
| | | | | | \$1,320.03 | | | |
| Sysco Intermountain Food Svc. | 134120 | 685688328 | 08/08/2025 | 08/14/2025 | 528.29 | Customer #936070 | 104230480 - Jail Kitchen Food | |
| Sysco Intermountain Food Svc. | 134120 | 685696368 | 08/12/2025 | 08/14/2025 | 560.41 | Customer #936070 | 104230480 - Jail Kitchen Food | |
| | | | | | \$1,088.70 | | | |
| | | | | | \$2,408.73 | | | |
| Tracy, Kelly | 134121 | KTracy08082025 | 08/08/2025 | 08/14/2025 | 482.20 | | 104122230 - Justice Court Travel Expe | |
| | | | | | \$482.20 | | | |

San Juan County
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All Bank Accounts - 08/01/2025 to 08/14/2025

| Payee Name | Reference Number | Invoice Number | Invoice Ledger Date | Payment Date | Amount | Description | Ledger Account | Activity Code |
|-------------------------------------|------------------|-----------------|---------------------|--------------|--------------------|--|--|---------------|
| U.S. Bank Corporate Payment | 134122 | D Gallegos 6816 | 08/10/2025 | 08/14/2025 | 37.35 | | 102229500 - Other Deductions Payable | |
| U.S. Bank Corporate Payment | 134122 | STM081125 | 08/10/2025 | 08/14/2025 | 33.71 | | 214414230 - Travel Expense | |
| U.S. Bank Corporate Payment | 134122 | USBankTgallegos | 08/10/2025 | 08/14/2025 | 21.35 | | 104255610 - EOC Miscellaneous Suppl | |
| U.S. Bank Corporate Payment | 134122 | USBankTgallegos | 08/10/2025 | 08/14/2025 | 45.43 | | 104671240 - Area Plan Office Expense | |
| U.S. Bank Corporate Payment | 134122 | USBankTgallegos | 08/10/2025 | 08/14/2025 | 102.96 | | 104255280 - EOC Telephone | |
| U.S. Bank Corporate Payment | 134122 | USBankTgallegos | 08/10/2025 | 08/14/2025 | 120.00 | | 104255270 - EOC Utilities | |
| U.S. Bank Corporate Payment | 134122 | USBankTgallegos | 08/10/2025 | 08/14/2025 | 256.07 | | 104255610 - EOC Miscellaneous Suppl | |
| U.S. Bank Corporate Payment | 134122 | USBankTgallegos | 08/10/2025 | 08/14/2025 | 365.48 | | 104678329 - Home Deliv Meals - Bluff | |
| U.S. Bank Corporate Payment | 134122 | USBankTgallegos | 08/10/2025 | 08/14/2025 | 977.77 | | 104220615 - Wild Fire Contracts | |
| U.S. Bank Corporate Payment | 134122 | USBankTgallegos | 08/10/2025 | 08/14/2025 | 1,421.88 | | 104671610 - Area Plan Miscellaneous | |
| | | | | | \$3,382.00 | | | |
| | | | | | \$3,382.00 | | | |
| US Bank Equipment Finance | 134037 | 560814972 | 07/27/2025 | 08/07/2025 | 602.96 | Account #1080852 | 104150240 - Non-Dept Office Expense | |
| | | | | | \$602.96 | | | |
| USU Extension - Create Better Healt | 134123 | USUE080525 | 08/05/2025 | 08/14/2025 | 20,000.00 | Tabacco SB37 Pass-Thru Funds | 255064.615 - E-CIG Grants Contracts | |
| | | | | | \$20,000.00 | | | |
| Utah Association of Local Health De | 134038 | 369 | 07/28/2025 | 08/07/2025 | 585.01 | Quickbase | 255009.242 - Indirect Health Edu Softw | |
| | | | | | \$585.01 | | | |
| Utah Communications Authority | 134039 | INV-5258 | 07/29/2025 | 08/07/2025 | 1,680.00 | | 104210480 - Sheriff Special Departmen | |
| | | | | | \$1,680.00 | | | |
| Utah Department of Fuel Services | 134040 | F2601E00984 | 08/01/2025 | 08/07/2025 | 96.88 | Planning & Zoning | 104114251 - Plan/Zone Gas, Oil and Gr | |
| Utah Department of Fuel Services | 134040 | F2601E00984 | 08/01/2025 | 08/07/2025 | 132.29 | Library | 724167251 - Gas, Oil and Grease | |
| Utah Department of Fuel Services | 134040 | F2601E00984 | 08/01/2025 | 08/07/2025 | 196.29 | Commission | 104111251 - Commission Gas, Oil and | |
| Utah Department of Fuel Services | 134040 | F2601E00984 | 08/01/2025 | 08/07/2025 | 196.43 | Assessor | 104146251 - Assessor Gas, Oil and Gr | |
| Utah Department of Fuel Services | 134040 | F2601E00984 | 08/01/2025 | 08/07/2025 | 325.35 | Economic Development | 104192251 - Econ Dev Gas, Oil and Gr | |
| Utah Department of Fuel Services | 134040 | F2601E00984 | 08/01/2025 | 08/07/2025 | 477.64 | Building & Grounds | 104161251 - Courthouse Gas, Oil and | |
| Utah Department of Fuel Services | 134040 | F2601E00984 | 08/01/2025 | 08/07/2025 | 663.84 | Roads - Counseling | 214414251 - Gas, Oil and Grease | |
| Utah Department of Fuel Services | 134040 | F2601E00984 | 08/01/2025 | 08/07/2025 | 685.06 | Health | 255012.251 - Local General Health Ga | |
| Utah Department of Fuel Services | 134040 | F2601E00984 | 08/01/2025 | 08/07/2025 | 1,041.53 | Weed | 104256251 - Weed Gas, Oil and Greas | |
| Utah Department of Fuel Services | 134040 | F2601E00984 | 08/01/2025 | 08/07/2025 | 1,223.02 | Aging | 104676251 - Senior Cit Gas, Oil and Gr | |
| Utah Department of Fuel Services | 134040 | F2601E00984 | 08/01/2025 | 08/07/2025 | 1,301.19 | Fire | 104225251 - Fire/Rescue Gas, Oil and | |
| Utah Department of Fuel Services | 134040 | F2601E00984 | 08/01/2025 | 08/07/2025 | 2,080.51 | EMS | 264350251 - Gas, Oil and Grease | |
| Utah Department of Fuel Services | 134040 | F2601E00984 | 08/01/2025 | 08/07/2025 | 3,731.24 | Landfill | 574424251 - Gas, Oil and Grease | |
| Utah Department of Fuel Services | 134040 | F2601E00984 | 08/01/2025 | 08/07/2025 | 16,082.91 | Sheriff Office | 104210251 - Sheriff Gas, Oil and Greas | |
| Utah Department of Fuel Services | 134040 | F2601E00984 | 08/01/2025 | 08/07/2025 | 24,318.80 | Roads | 214414251 - Gas, Oil and Grease | |
| | | | | | \$52,552.98 | | | |
| | | | | | \$52,552.98 | | | |
| Utah Department of Health and Hum | 134041 | 25H5001534 | 06/30/2025 | 08/07/2025 | 115.96 | Targeted Case Management - SFY 2025 JO Seed/A | 255192.980 - TCM Intergovernmental | |
| | | | | | \$115.96 | | | |
| Utah Department of Public Safety | 134042 | 25H0000188 | 01/01/2025 | 08/07/2025 | 816.00 | Attn: Brian Spillman UHP 24/7 Testing Fees Sep24 | 104230355 - Jail 24/7 Expenses | |
| Utah Department of Public Safety | 134043 | 25H0000282 | 01/01/2025 | 08/07/2025 | 992.00 | Attn: Brian Spillman UHP 24/7 Testing Fees Oct24 | 274230350 - Inmate Commissary Expe | |
| Utah Department of Public Safety | 134043 | 25H0000369 | 01/01/2025 | 08/07/2025 | 536.00 | Attn: Brian Spillman UHP 24/7 Testing Fees Nov24 | 104230355 - Jail 24/7 Expenses | |
| Utah Department of Public Safety | 134043 | 25H0000449 | 01/09/2025 | 08/07/2025 | 248.00 | Attn: Brian Spillman UHP 24/7 Testing Fees | 104230355 - Jail 24/7 Expenses | |
| Utah Department of Public Safety | 134043 | 25H0000513 | 02/05/2025 | 08/07/2025 | 454.00 | Attn: Brian Spillman UHP 24/7 Testing Fees | 274230350 - Inmate Commissary Expe | |
| Utah Department of Public Safety | 134043 | 25H0000562 | 04/08/2025 | 08/07/2025 | 486.00 | Attn: Brian Spillman UHP 24/7 Testing Fees | 104230355 - Jail 24/7 Expenses | |
| Utah Department of Public Safety | 134043 | 25H0000656 | 04/08/2025 | 08/07/2025 | 496.00 | Attn: Brian Spillman UHP 24/7 Testing | 274230350 - Inmate Commissary Expe | |
| | | | | | \$3,212.00 | | | |
| | | | | | \$4,028.00 | | | |

San Juan County
Check Register
All Bank Accounts - 08/01/2025 to 08/14/2025

| Payee Name | Reference Number | Invoice Number | Invoice Ledger Date | Payment Date | Amount | Description | Ledger Account | Activity Code |
|--------------------------------------|------------------|----------------|---------------------|--------------|--------------------|-----------------------------------|--|---------------|
| Utah Division of Technology Services | 134044 | 2512R184000002 | 07/01/2025 | 08/07/2025 | 7.10 | itdb221sp/mspd10:sanjuancms | 104145482 - Attorney Law Library Supp | |
| | | | | | \$7.10 | | | |
| Utah Navajo Trust Fund | 134045 | RI0801255 | 08/01/2025 | 08/07/2025 | 165.00 | | 724581915 - Contributions to Other Uni | |
| | | | | | \$165.00 | | | |
| Utah State Tax Commission no EFT | 134046 | 25-270 | 07/21/2025 | 08/07/2025 | 1,350.00 | Auditor Services FY25 | 104146620 - Assessor Miscellaneous S | |
| | | | | | \$1,350.00 | | | |
| Verizon Wireless | 134047 | 6117436275 | 07/01/2025 | 08/07/2025 | 85.34 | Account #642530092-00001 | 104145280 - Attorney Telephone | |
| Verizon Wireless | 134124 | 611592965 | 06/13/2025 | 08/14/2025 | 133.46 | Account #265507612-00003 | 104151280 - IT Telephone | |
| | | | | | \$218.80 | | | |
| Warm Elders Inc. | 134125 | 08032025300 | 08/03/2025 | 08/14/2025 | 300.00 | Stampede Rodeo Sponsorship | 104192920 - Econ Dev Rural County G | |
| | | | | | \$300.00 | | | |
| Waste Management of Colorado | 134048 | 0455327-4889-9 | 07/31/2025 | 08/07/2025 | 115.12 | Customer ID 16-83942-53002 | 724168270 - Utilities | |
| Waste Management of Colorado | 134048 | 0455410-4889-3 | 08/05/2025 | 08/07/2025 | 168.18 | Customer ID 16-83977-33005 | 104672270 - Acc Trans Utilities | |
| Waste Management of Colorado | 134048 | 0455412-4889-9 | 08/01/2025 | 08/07/2025 | 99.54 | Customer ID 16-83977-5300 | 214414270 - Utilities | |
| Waste Management of Colorado | 134048 | 0455479-4889-8 | 07/31/2025 | 08/07/2025 | 268.52 | Customer ID 19-36095-03000 | 255007.270 - Indirect Admin Utilities | |
| | | | | | \$651.36 | | | |
| | | | | | \$651.36 | | | |
| Wheeler Machinery Company | 134049 | MS0000059199 | 07/31/2025 | 08/07/2025 | 12,890.00 | Customer #080103 | 214412250 - Equipment Operation | |
| Wheeler Machinery Company | 134049 | PC000192997 | 07/23/2025 | 08/07/2025 | -8,158.50 | Customer #080103 | 214412250 - Equipment Operation | |
| Wheeler Machinery Company | 134049 | PC000193251 | 07/29/2025 | 08/07/2025 | -2,719.50 | Customer #080103 | 214412250 - Equipment Operation | |
| Wheeler Machinery Company | 134049 | PS001914793 | 06/24/2025 | 08/07/2025 | 464.19 | Customer #080103 | 214412250 - Equipment Operation | |
| Wheeler Machinery Company | 134049 | PS001930471 | 07/22/2025 | 08/07/2025 | 182.34 | Customer #080103 | 214412250 - Equipment Operation | |
| Wheeler Machinery Company | 134049 | PS001934168 | 07/29/2025 | 08/07/2025 | 12,998.38 | Customer #080103 | 214412250 - Equipment Operation | |
| Wheeler Machinery Company | 134049 | PS001936733 | 07/31/2025 | 08/07/2025 | 190.24 | Customer #080103 | 214412250 - Equipment Operation | |
| Wheeler Machinery Company | 134049 | PS001939110 | 08/06/2025 | 08/07/2025 | 217.32 | Customer #080103 | 214412250 - Equipment Operation | |
| Wheeler Machinery Company | 134049 | PS001939243 | 08/06/2025 | 08/07/2025 | 129.25 | Customer #080103 | 214412250 - Equipment Operation | |
| Wheeler Machinery Company | 134049 | RS0000322797 | 07/29/2025 | 08/07/2025 | 22,500.00 | Customer #080103 | 214414255 - Equipment Rental | |
| Wheeler Machinery Company | 134049 | RS0000322798 | 07/29/2025 | 08/07/2025 | 9,500.00 | Customer #080103 | 214414255 - Equipment Rental | |
| Wheeler Machinery Company | 134049 | SS000561756 | 06/14/2025 | 08/07/2025 | 883.39 | Customer #080103 | 214412250 - Equipment Operation | |
| Wheeler Machinery Company | 134049 | SS000561757 | 06/14/2025 | 08/07/2025 | 826.44 | Customer #080103 | 214412250 - Equipment Operation | |
| | | | | | \$49,903.55 | | | |
| Wheeler Machinery Company | 134126 | SS000571088 | 08/07/2025 | 08/14/2025 | 826.44 | Customer #080103 | 214412250 - Equipment Operation | |
| | | | | | \$50,729.99 | | | |
| Yamamoto-Sparks, Allison | 134127 | AYamamotoSpark | 08/13/2025 | 08/14/2025 | 47.00 | Agritourism/Astrotourism Workshop | 104193230 - Visitor Serv Travel Expens | |
| | | | | | \$47.00 | | | |
| Zhonnie, Sylvia | 134050 | SZ010 | 08/04/2025 | 08/07/2025 | 114.80 | Health Officer Interview | 255007.230 - Indirect Admin Travel exp | |
| | | | | | \$114.80 | | | |
| Zion's Way Home Health & Hospice, | 134051 | ZWBlack72025 | 08/05/2025 | 08/07/2025 | 120.00 | | 104679615 - State Alt Contracts | |
| Zion's Way Home Health & Hospice, | 134051 | ZWButler72025 | 08/05/2025 | 08/07/2025 | 160.00 | | 104679615 - State Alt Contracts | |
| Zion's Way Home Health & Hospice, | 134051 | ZWDalton72025 | 08/06/2025 | 08/07/2025 | 200.00 | | 104679615 - State Alt Contracts | |
| Zion's Way Home Health & Hospice, | 134051 | ZWEberling | 08/05/2025 | 08/07/2025 | 200.00 | | 104684615 - Respite Contracts | |
| Zion's Way Home Health & Hospice, | 134051 | ZWHarris | 08/05/2025 | 08/07/2025 | 440.00 | | 104672615 - Acc Trans Contracts | |
| Zion's Way Home Health & Hospice, | 134051 | ZWLee72025 | 08/05/2025 | 08/07/2025 | 680.00 | | 104679615 - State Alt Contracts | |
| Zion's Way Home Health & Hospice, | 134051 | ZWMaryboy7202 | 08/05/2025 | 08/07/2025 | 240.00 | | 104679615 - State Alt Contracts | |
| Zion's Way Home Health & Hospice, | 134051 | ZWSilas72025 | 08/05/2025 | 08/07/2025 | 379.32 | | 104679615 - State Alt Contracts | |
| | | | | | \$2,419.32 | | | |
| | | | | | \$2,419.32 | | | |

San Juan County

Check Register

All Bank Accounts - 08/01/2025 to 08/14/2025

| Payee Name | Reference Number | Invoice Number | Invoice Ledger Date | Payment Date | Amount | Description | Ledger Account | Activity Code |
|------------------------------------|------------------|----------------|---------------------|--------------|--------------|-----------------------|--------------------------------------|---------------|
| Zions Bancorporation: Attn Dave Mc | 134052 | PR062225-6877 | 06/27/2025 | 08/07/2025 | 372.06 | Garnishment | 102229500 - Other Deductions Payable | |
| Zions Bancorporation: Attn Dave Mc | 134052 | PR070625-6877 | 07/11/2025 | 08/07/2025 | 372.06 | Garnishment | 102229500 - Other Deductions Payable | |
| | | | | | \$744.12 | | | |
| | | | | | \$744.12 | | | |
| Zoro Tools, Inc. | 134053 | INV16965631 | 08/07/2025 | 08/07/2025 | 795.19 | Customer CUST21606308 | 104166260 - PS Bldg Buildings and Gr | |
| | | | | | \$795.19 | | | |
| | | | | | \$853,709.43 | | | |



COMMISSION STAFF REPORT

MEETING DATE: August 19, 2025

ITEM TITLE, PRESENTER: Consideration and Approval of the Amendment #2 to the Agreement for ALJ Services between San Juan County and Lyn Loyd Creswell, Mack McDonald, Chief Administrative Officer

RECOMMENDATION: Make a motion approving the amendment for an additional 1-year term.

SUMMARY

Our existing contract for Administrative Law Judge services expired in June of 2025. Lyn Creswell has agreed to continue to provide these services for San Juan County at the same rate of \$100 an hour. Our Administrative Hearing and Appeal Process was established with the adoption of Ordinance No. 2020-11 which established the process for appeals with administrative, legislative, and executive decisions which are then appealed through a neutral third-party in accordance with State Code. The process decides matters relating to the violation, enforcement, or administration of the County's civil ordinances related to building code, planning, and zoning, animal control, licensing, health and safety, county employment and sanitation.

HISTORY/PAST ACTION

Lyn has provided Land-Use and Employee Administrative Hearings since 2017 and continues to be the least expensive throughout the entire State.

On February 21, 2023, the Commission approved amendment #1 extending the termination date of the agreement for an additional 2 years until June of 2025.

FISCAL IMPACT

Having an Administrative Hearings process is actually created to save the County legal fees which we can avoid at an administrative hearing level instead of expensive attorney fees in District Court. This process is created to avoid going directly to District Court after decisions are made at the County Level which can now be appealed to the Administrative Law Judge. The cost is \$100.00 an hour.

AMENDMENT NO. 2 TO THE AGREEMENT FOR ALJ SERVICES CONTRACT BETWEEN SAN JUAN COUNTY AND LYN LOYD CRESWELL.

This Amendment No. 2 to the Agreement for ALJ Services (this “Amendment No. 2”) is made and entered into by and between San Juan County, a body corporate, politic and legal subdivision of the State of Utah (“County”), and Lyn Loyd Creswell. (“Creswell”). County and Creswell, for the purpose of retaining Creswell’s services as an appointed Administrative Law Judge (ALJ), shall be collectively referred to as the “Parties” herein.

RECITALS

This Amendment No. 2 is made and entered into by and between the Parties based, in part, upon the following recitals:

- A. The Parties previously entered into an *Agreement for ALJ Services*, dated July 1, 2022, which is titled Agreement for ALJ Services between San Juan County, Utah and Lyn Loyd Creswell. (the “Agreement”); and
- B. The Parties, through Amendment No. 1, extended the termination date to June 30, 2025; and
- C. The Parties, through this Amendment No. 2, recognize that appeals that have been on-going throughout these initial time period and amended time period with Judge Creswell continue to progressively move forward, and in an effort to continue these appeal cases under a County Contract, the Parties desire to modify certain terms and/or provisions of the Agreement.

Now, based upon the foregoing, and in consideration of the terms set forth in this Amendment No. 2, the Parties do hereby agree as follows:

- 10.** This Agreement will terminate on 30 June 2026.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 2 to be signed by their duly authorized representatives on the dates indicated below.

| | |
|--|---|
| <p>SAN JUAN COUNTY</p> <p>By: _____ Silvia Stubbs, Chair Board of San Juan County Commissioners</p> <p>Date: _____</p> <p>ATTEST:</p> <p>_____</p> <p>Lyman Duncan, San Juan County Clerk/Auditor</p> <p>Date: _____</p> | <p>LYN LOYD CRESWELL</p> <p>By: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> |
|--|---|



COMMISSION STAFF REPORT

MEETING DATE: August 19, 2025

ITEM TITLE, PRESENTER: Recognition for Service on La Sal Fire, Drug Bust, Tranner Sharpe/HR

RECOMMENDATION: Recognition with Certificate

SUMMARY

The La Sal Fire required significant coordination and dedication from multiple agencies and organizations. Their commitment and willingness to serve played a critical role in protecting our community, resources, and infrastructure. We would like to recognize the following organizations for their outstanding service, professionalism, and collaboration during the La Sal Fire incident:

San Juan Fire
 San Juan Road Department
 Blanding Fire
 Monticello Fire
 La Sal Fire
 San Juan Sheriff
 San Juan Emergency Management
 Division of Forestry Fire and State Lands
 Crystal Johnson
 San Juan EMS
 Peyton Palmer & Brayden Giddings/Drug Bust

Their efforts demonstrate an exemplary level of teamwork and community service. By recognizing these groups, we honor their sacrifices and reinforce the value of interagency cooperation in emergency response.

Recommendation

That the Commission formally recognize and commend the listed organizations for their outstanding service and willingness to serve during the La Sal Fire. As well as the exceptional service by County Sheriff Deputies

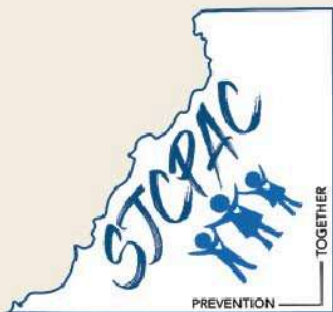
3rd Annual
Unstoppable Together
RECOVERY
2025 DAY

Sep 18th
5:00-7:00pm
Centennial Park, Blanding, UT

Free for the whole family!
Join us for food, games, community resources,
music and more,
as we raise awareness for addiction and
celebrate recovery!

If you have any questions or would like to help in some way,
contact:

Kat Charleston at 435-320-0104 / Kittenzzmeow55@gmail.com
or Katie Reiher at 435-459-2397





COMMISSION STAFF REPORT

MEETING DATE: August 19, 2025

ITEM TITLE, PRESENTER: Update on the General Plan, Land Use Section Amendment Process. Mack McDonald, Chief Administrative Officer

RECOMMENDATION: Approve the Agreement

SUMMARY

During the August 4, 2025 Commission Meeting, the Commissioners directed staff to look at State resources to assist in updating the Land Use section of the General Plan.

To date, the County Administrator has reached out to multiple State Agencies who can assist in adding required portions and language in our general plan that is required by State code. Several of these departments, such as the Utah Department of Agriculture, the Utah Division of Natural Resources, and the Division of Drinking Water. Each one of these has examples that can be used in formulating what will be placed within our general plan as well as what will be established in the future Land Use Ordinance itself.

To help with this process, I have also reached out to the Southeastern Association of Governments, where in the past, they authorized us to use their Planner to assist us. I have spoken with the Planner, and we have already set up meetings with the State utilizing the State's resources.

These initial meetings are to determine what needs to be in the General Plan, once that information is gathered, then Staff will begin working with the Planning Commission to develop a final draft to then present to the citizens of San Juan County before entering the Public Hearing process with the Planning Commission.

I also have a meeting Monday with the State Ombudsman's Office

FISCAL IMPACT

N/A

CHAPTER 26. AGRICULTURE PROTECTION AREA

Article 26-1. Definitions

Article 26-2. Establishment of Agriculture Protection Area Advisory Board

Article 26-3. Proposal and Approval of Agriculture Protection Area

Article 26-1. Definitions

26-1-1. Definitions.

For the purposes of this Chapter, the following words and phrases shall have the meanings respectively ascribed to them below:

(a) "Advisory Board" means the Agriculture Protection Area Advisory Board created by this Chapter.

(b)(1) "Agriculture production" means production for commercial purposes of crops, livestock, and livestock products.

(2) "Agriculture production" includes the processing or retail marketing of any crops, livestock, and livestock products when more than 50% of the processed or merchandised products are produced by the farm operator.

(c) "Agriculture protection area" means a geographic area within the unincorporated part of Utah County created under the authority of Chapter 41, Title 17, Utah Code Annotated, 1953 as amended, and of this Chapter, that is granted the specific legal protection contained in Chapter 41, Title 17, Utah Code Annotated, 1953 as amended.

(d) "Applicable legislative body means:

(1) the Board of Utah County Commissioners if the land included in or proposed to be included in an agriculture protection area is within the unincorporated part of Utah County; or

(2) the legislative body of the city or town if the land included in or proposed to be included in an agriculture protection area is within the boundaries of a city or town.

(e) "Contiguous" means touching along a common side or so close in proximity as to be separated only by the width of a road, canal, railroad track, easement, or similar right-of-way.

(f) "Crops, livestock, and livestock products" includes:

(1) land devoted to the raising of useful plants and animals with a reasonable expectation of profit, including:

(A) forages and sod crops;

(B) grains and feed crops;

(C) livestock as defined in Subsection 59-2-102(19)(d), Utah Code Annotated, 1953, as amended;

(D) trees and fruits; or

(E) vegetables, nursery, floral and ornamental stock; or

(2) land devoted to and meeting the requirements and qualifications for payments or other compensation under a crop-land retirement program with an agency of the state or federal government.

(g) "Planning Commission" means the Utah County Planning Commission, a Township Planning Commission, or a planning commission of a city or town.

Utah County Code

(h) "Political subdivision" means a county, city, town, school district, or special district.

(i) "Proposal sponsors" means the owners of land in agricultural production who are sponsoring the proposal for creating an agriculture protection area.

(j) "State agency" means each department, commission, board, council, agency, institution, officer, corporation, fund, division, office, committee, authority, laboratory, library, unit, bureau, panel, or other administrative unit of the state.

(k) "Unincorporated" means not within a city or town. (Ord. No. 1998-13, 07-21-98) (Ord. No. 2015-4, 03-3-15)

Article 26-2. Establishment of Agriculture Protection Area Advisory Board

26-2-1. Designation.

26-2-2. Duties.

26-2-1. Designation.

There is hereby created an Agriculture Protection Area Advisory Board consisting of five (5) members appointed by the Utah County Commission from Utah County's soil conservation district boards of supervisors. The members shall serve without salary, but may be reimbursed for mileage or other actual expenses incurred. The members of said Board shall be appointed to terms of five years and until their successors are appointed. For the first Advisory Board, the terms of the regular members shall be staggered so that the term of one member shall expire each year on December 31st. Appointments to fill vacancies shall be for the unexpired term of the vacant office. (Ord. No. 1998-13, 07-21-98)

26-2-2. Duties.

The Agriculture Protection Area Advisory Board shall:

(a) evaluate proposals for the establishment of agriculture protection areas and make recommendations to the applicable legislative body about whether or not the proposal should be accepted;

(b) provide expert advice to the Planning Commission and to the applicable legislative body about:

- (1) the desirability of the proposal;
- (2) the nature of agricultural production within the proposed area;
- (3) the relation of agricultural production in the area to Utah County as a whole;
- (4) which agriculture production should be allowed within the agriculture protection area;
- (5) the minimum number of continuous acres that must be included in an agriculture protection area, and

(c) perform all other duties as required by this Chapter. (Ord. No. 1998-13, 07-21-98)

Article 26-3. Proposal and Approval of Agriculture Protection Area

26-3-1. Proposal for Creation of Agriculture Protection Area.

26-3-2. Area Requirements.

26-3-3. Notice Requirements.

Utah County Code

26-3-4. Review of Proposal.

26-3-5. Public Hearing.

26-3-6. Evaluation Criteria.

26-3-7. Adding Land to an Agriculture Area.

26-3-8. Removing Land from an Agricultural Protection Area.

26-3-9. Review of Agriculture Protection Areas.

26-3-1. Proposal for Creation of Agriculture Protection Area.

(a) A proposal to create an agriculture protection area or an amendment to an existing agriculture protection area within the unincorporated part of the County may be filed with the County Commission by completing the standard forms adopted by the County Commission and by filing said forms in the office of the County Commission.

(b) (1) To be accepted for processing by the County Commission, a proposal under Subsection (a) shall be signed by a majority in number of all owners of real property and the owners of a majority of the land area in agricultural production within the proposed agriculture protection area.

(2) For the purpose of Subsection (b)(1), the owners of real property shall be determined by the records of the County Recorder.

(c) The Clerk/Secretary of the County Commission, or other person designated by the County Commission to receive and process proposals, shall accept and process such forms only if they are properly completed and accompanied by the filing fee. The filing fee is set forth in the adopted Utah County Government Fee Schedule.

(d) The proposal shall contain the following information:

(1) the boundaries of the land proposed to become part of an agriculture protection area;

(2) any limits on the types of agriculture production to be allowed within the agriculture protection area; and

(3) for each parcel of land:

(A) the names of the owners of record of the land proposed to be included within the agriculture protection area;

(B) the tax parcel number or account number identifying each parcel; and

(C) the number of acres of each parcel.

(e) An agriculture protection area may include within its boundaries land used for a roadway, dwelling site, park, or other nonagricultural use, if that land constitutes a minority of the total acreage within the agriculture protection area. (Ord. No. 1998-13, 07-21-98) (Ord. No. 2015-4, 03-03-15)

26-3-2. Area Requirements.

In accordance with Section 17-41-301, Utah Code Annotated, 1953, as amended, the minimum number of continuous acres that must be included in an agriculture protection area within the unincorporated part of the County is hereby established as forty (40) acres. A variance to the minimum acreage requirement may be given for land which is used in intensive livestock operations or in fruit production. A variance may also be given if the acreage is contiguous to an existing agriculture protection area or contiguous to an existing or proposed agriculture protection area that is not within the unincorporated part of the County. Creation of an agriculture protection area shall not impair the ability of land within the area to obtain the

Utah County Code

benefits of Title 59, Chapter 2, Part 5, Farmland Assessment Act. The eligibility of land for the benefits of Title 59, Chapter 2, Part 5, Farmland Assessment Act, shall be determined exclusively by the provisions of that act, notwithstanding the land's location within an agriculture protection area. (Ord. No. 1998-13, 07-21-98)

26-3-3. Notice Requirements.

(a) The County Commission shall provide notice of the proposal for an agriculture protection area within the unincorporated part of the County by:

(1) publishing notice in a newspaper having general circulation within the proposed agriculture protection area; and

(2) posting notice at five public places designated by the County Commission, within or near the proposed agriculture protection area.

(b) The notice shall contain:

(1) a statement that a proposal for the creation of an agriculture protection area has been filed with the County Commission;

(2) a statement that the proposal will be open to public inspection in the office of the County Commission;

(3) a statement that any person or entity affected by establishment of the area may, within 15 days of the date of the notice, file with the County Commission written objections to the proposal or a written request to modify the proposal to exclude land from or add land to the proposed agriculture protection area;

(4) a statement that the County Commission will submit the proposal to the Advisory Board and to the Planning Commission for review and recommendations; and

(5) a statement that the County Commission will hold a public hearing to discuss and hear public comment on:

(A) the proposal to create the agriculture protection area;

(B) the recommendations of the Advisory Board and Planning Commission; and

(C) any requests for modification of the proposal and any objections to the proposal.

(c) Any person wishing to modify the proposal for the creation of the agriculture protection area shall, within 15 days after the date of the notice, file a written request for modification of the proposal, which identifies specifically the land that should be added to or removed from the proposal.

(d) Any person wishing to object to the proposal for the creation of the agriculture protection area shall, within 15 days after the date of the notice, file a written objection to the creation of the agriculture protection area. (Ord. No. 1998-13, 07-21-98)

26-3-4. Review of Proposal.

(a) After 15 days from the date of the notice, the County Commission shall refer the proposal and any objections and proposed modifications to the proposal to the Advisory Board and Planning Commission for their review, comments, and recommendations.

(b) Within 45 days after receipt of the proposal, the Planning Commission shall submit a written report to the County Commission that:

(1) analyzes and evaluates the effect of the creation of the proposed area on the county's planning policies and objectives;

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(2) analyzes and evaluates the proposal by applying the criteria contained in Section 26-3-6;

(3) recommends any modifications to the land to be included in the proposed agriculture protection area;

(4) analyzes and evaluates any objections to the proposal; and

(5) includes a recommendation to the County Commission either to accept, accept and modify, or reject the proposal.

(c) Within 45 days after receipt of the proposal, the Advisory Board shall submit a written report to the County Commission that:

(1) recommends any modifications to the land to be included in the proposed agriculture protection area;

(2) analyzes and evaluates the proposal by applying the criteria contained in Section 26-3-6;

(3) analyzes and evaluates any objections to the proposal; and

(4) includes a recommendation to the County Commission either to accept, accept and modify, or reject the proposal.

(d) The County Commission shall consider a failure of the Planning Commission or Advisory Board to submit a written report within the 45 days under Subsections (b) and (c) as a recommendation of that committee to approve the proposal as submitted. (Ord. No. 1998-13, 07-21-98)

26-3-5. Public Hearing.

(a) After receipt of the written reports from the Advisory Board and Planning Commission, or after the 45 days has expired, whichever is earlier, the County Commission shall:

(1) schedule a public hearing;

(2) provide notice of the public hearing by:

(A) publishing notice in a newspaper having general circulation within the area proposed for inclusion within the agriculture protection area; and

(B) posting notice at five public places, designated by the County Commission within or near the proposed agriculture protection area; and

(3) ensure that the notice includes:

(A) the time, date, and place of the public hearing on the proposal;

(B) a description of the proposed agriculture protection area;

(C) any proposed modifications to the proposed agriculture protection area;

(D) a summary of the recommendations of the Advisory Board and Planning Commission; and

(E) a statement that interested persons may appear at the public hearing and speak in favor of or against the proposal, any proposed modifications to the proposal, or the recommendations of the Advisory Board and Planning Commission.

(b) The County Commission shall:

(1) convene the public hearing at the time, date, and place specified in the notice; and

(2) take verbal or written testimony from interested persons.

(c) Within 120 days of the submission of the proposal, the County Commission shall approve, modify and approve, or reject the proposal.

(d) The creation of an agriculture protection area is effective at the earlier of:

Utah County Code

(1) the County Commission's approval of a proposal or modified proposal; or
 (2) 120 days after submission of a proposal complying with Subsection 26-3-1(c), if the County Commission has failed to approve or reject the proposal within that time.

(e) In order to give constructive notice of the existence of the agriculture protection area to all persons who have, may acquire, or may seek to acquire an interest in land in or adjacent to the agriculture protection area, within ten days of the creation of an agriculture protection area, the County Commission shall file an executed document containing a legal description of the agriculture protection area with:

- (1) the County Recorder; and
- (2) the Planning Commission.

(f) Within ten days of the recording of the agriculture protection area, the County Commission shall:

(1) send written notification to the Commissioner of Agriculture and Food that the agriculture protection area has been created, and include in said notification the following:

- (A) the number of landowners owning land within the agriculture protection area;
- (B) the total acreage of the area;
- (C) the date of approval of the area; and
- (D) the date of recording.

(g) Failure by the County Commission to record the notice required under Subsection (e) does not invalidate the creation of an agriculture protection area.

(h) The County Commission may consider the cost of recording notice under Subsection (e) and the cost of sending notification under Subsection (f) in establishing a fee under Subsection 26-3-1. (Ord. No. 1998-13, 07-21-98)

26-3-6. Evaluation Criteria.

(a) In evaluating a proposal and in determining whether or not to create or recommend the creation of an agriculture protection area, the Advisory Board, Planning Commission, and County Commission shall apply the following criteria:

- (1) whether or not the land is currently being used for agriculture production;
- (2) whether or not the land is zoned for agriculture use;
- (3) whether or not the land is viable for agricultural production;
- (4) the extent and nature of existing or proposed farm improvements; and
- (5) anticipated trends in agricultural and technological conditions. (Ord. No. 1998-13, 07-21-98)

26-3-7. Adding Land to an Agriculture Protection Area.

(a) Any owner may add land to an existing agriculture protection area within the unincorporated part of the County by:

- (1) filing a proposal with the County Commission; and
- (2) obtaining the approval of the County Commission for the addition of the land to the area.

(b) The County Commission shall comply with the provisions for creating an agriculture protection area in determining whether or not to accept the proposal. (Ord. No. 1998-13, 07-21-98)

Utah County Code

26-3-8. Removing Land from an Agriculture Protection Area.

(a) Any owner may remove land from an agriculture protection area within the unincorporated part of the County by filing a petition for removal of the land from the agriculture protection area with the County Commission.

(b) The County Commission shall:

(1) grant the petition for removal of land from an agriculture protection area even if removal of the land would result in an agriculture protection area of less than the number of acres established by the County Commission as the minimum under Section 26-3-2; and

(2) in order to give constructive notice of the removal to all persons who have, may acquire, or may seek to acquire an interest in land in or adjacent to the agriculture protection area and the land removed from the agriculture protection area, file a legal description of the revised boundaries of the agriculture protection area with the County Recorder and the Planning Commission.

(c) The remaining land in the agriculture protection area is still an agriculture protection area.

(d) When a municipality annexes any land that is part of an agriculture protection area, the County Commission shall, within 30 days after the land is annexed, review the feasibility of that land remaining in the agriculture protection area according to the procedures and requirements of Section 26-3-9.

(1) If appropriate, the County Commission shall remove the annexed land from the agriculture protection area. (Ord. No. 1998-13, 07-21-98)

26-3-9. Review of Agriculture Protection Areas.

(a) For the purposes of this Section, the term “calendar year” means the period from January 1 to December 31 inclusive.

(b) The County Commission shall perform an initial review of any agriculture protection area created under the authority of this Chapter in the 20th calendar year after it is created to determine whether the agriculture protection area should be continued, modified, or terminated.

(c) If the County Commission receives five (5) written complaints from different aggrieved persons within three (3) calendar years immediately preceding the 20th calendar year after an agriculture protection area or any portion thereof is created or reauthorized, or alternatively the County Commission determines that after the initial review that the agriculture protection area should be modified or terminated, then the County Commission shall:

(1) request the Planning Commission and Advisory Board to submit recommendations about whether the agriculture protection area should be continued, modified, or terminated;

(2) at least 120 days before the end of the 20th calendar year, hold a public hearing to discuss whether the agriculture protection area should be continued, modified, or terminated;

(3) give notice of the hearing using the same procedure required by Section 26-3-3; and

(4) after the public hearing, continue, modify, or terminate the agriculture protection area.

(5) If the County Commission modifies or terminates the agriculture protection area, it shall file an executed document containing the legal description of the agriculture protection area with the County Recorder.

(d) If the County Commission determines after that initial review that the agricultural protection area should be continued or otherwise fails to affirmatively continue, modify, or terminate the agriculture protection area in the 20th calendar year, then the agriculture protection

Utah County Code

area is considered to be reauthorized for another 20 years. (Ord. No. 1998-13, 07-21-98) (Ord. No. 2017-10, 6-27-17).



Uintah County Building, Planning and Zoning Ag. Protection Application

17.132- To be included in an Agricultural Protection area established within Uintah County land must consist of at least 20 contiguous acres. All rules and regulations of the Agriculture Protection Ordinance must be met and followed for approval of an Agricultural Protection Area. There shall be no presumption of approval of any aspect of the process. **An application will not be accepted if not complete.** All sections of the application must be filled out and correct information provided. An agricultural protection application must include: (1) a parcel map indicating the parcel(s) that are proposed to be part of the Agricultural Protection Area, or a legal description written by a licensed surveyor describing the boundaries of the land proposed to become part of an Agricultural Protection Area. An Agricultural Protection Area may include within its boundaries land used for a roadway, dwelling site, park, or other nonagricultural use if that land constitutes a minority of the total acreage within the Agricultural Protection Area. (2) A description of the types of agricultural production to be allowed within this Agricultural Protection Area.

OFFICE USE ONLY

App# _____ Fee: \$250.00 Receipt # _____
 Is this an amendment? Yes ☐ No ☐ Date Received: _____

Due date for application: _____ **by 5:00 p.m.**

Planning Commission Date: _____ Approved ☐ Denied ☐

County Commission Date: _____ Approved ☐ Denied ☐

Conservancy District Date: _____ Approved ☐ Denied ☐

(3) The names of the owners of record for each parcel of the land proposed to be included, the tax parcel number identifying each parcel, and the number of acres of each parcel of land to be included with this application (use a separate sheet of paper if necessary).

Property owner(s) information (parcel 1)

Name(s): _____ Parcel #: _____

Property Address: _____ # of Acres: _____

City/County: _____ State: _____ Zip: _____ Zone: _____

Mailing Address: _____

City/County: _____ State: _____ Zip: _____

Office/home phone: _____

Is the property currently on Green Belt? _____

A copy of the deed, offer or tax notice MUST be included to demonstrate ownership

Property owner(s) information (parcel 2)

Name(s): _____ Parcel #: _____

Property Address: _____ # of Acres: _____

City/County: _____ State: _____ Zip: _____ Zone: _____

Mailing Address: _____

City/County: _____ State: _____ Zip: _____

Office/home phone: _____

Is the property currently on Green Belt? _____

*A copy of the deed, offer or tax notice MUST be included to demonstrate ownership***Property owner(s) information (parcel 3)**

Name(s): _____ Parcel #: _____

Property Address: _____ # of Acres: _____

City/County: _____ State: _____ Zip: _____ Zone: _____

Mailing Address: _____

City/County: _____ State: _____ Zip: _____

Office/home phone: _____

Is the property currently on Green Belt? _____

A copy of the deed, offer or tax notice MUST be included to demonstrate ownership

In order to apply for agricultural protection, the area being proposed must be evaluated based upon:

State Code 17-41-305. Criteria to be applied in evaluating proposals for the creation of agriculture protection areas.

In evaluating a proposal and in determining whether or not to create or recommend the creation of an agriculture protection area, the advisory committee, planning commission, and county commission shall apply the following criteria:

- (1) Whether or not the land is currently being used for ***agriculture production***;
- (2) Whether or not the land is zoned for agriculture use;
- (3) Whether or not the land is viable for ***agriculture production***;
- (4) The extent and nature of existing or proposed farm improvements; and
- (5) Anticipated trends in agricultural and technological conditions.

NOTE:** the term ***agricultural production is defined by state law as follows:**State Code 17-41-101 Definitions****"Agriculture production"** means production for commercial purposes of crops, livestock, and livestock products, the processing or retail marketing of any crops, livestock, and livestock products when more than 50% of the processed or merchandised products are produced by the farm operator.List the type(s) of ***agricultural production*** that is currently occurring on the parcel(s):

What yields do you currently get from the *agricultural production* on the parcel(s)?

Is the parcel(s) irrigated? _____

Describe the types and number of structures that are located on the parcel(s):

List any existing or proposed farm improvements (by Tax ID / Parcel # or address).

Signature of Applicants:

Date:

Agricultural Protection Areas

Protection provided by an APA

1. Will not affect Greenbelt status.
2. Requires political subdivisions within APA to not create laws and ordinances that would make it unreasonable or difficult to maintain farming practices, unless they are tied to public health or safety.
3. Prevent the changing of existing zoning unless approved by all the landowners.
4. Any law or ordinance that define or prohibit a nuisance must not include practices and situations that fall within sound agricultural practices (unless it is a direct threat to public health and safety).
5. Developers of new subdivisions located in the APA or within 300 feet of boundary will provide notice on the plat that there is an Ag Protection Area and that the use of the lots is expressly conditional on acceptance of any annoyance or inconvenience resulting from normal agricultural uses and activities.
6. Provide restriction against the use of Eminent Domain, unless it receives approval from the governing legislative body and the advisory board.

Revised 06.10.09

Procedure for Creating an Agricultural Protection Area

1. Submit application and \$250 fee to the Uintah County Building, Planning, and Zoning Office.
 - A. Application must identify boundaries.
 - B. Specify limits on the type of agriculture to be allowed.
 - C. Names of the owners of record of each individual piece of land.
 - 1) Tax parcel or account number identifying each parcel.
 - 2) Number of acres in each parcel.
2. Roadways, homes, parks and other non-agricultural uses may be included within the APA as long as they make up a minority of the area within the APA.
3. County Commission Action
 - A. Public notice in newspaper and posted in five (5) public places.
 1. Fifteen day appeal period.
 - B. After appeal period application, objections, and proposed modifications shall be submitted to the Planning Commission and Agricultural Protection Advisory Board.
 1. Advisory Board and Planning Commission have 45 days to review and submit report including comments and recommendations to Legislative body.
 - C. County Commission conducts public hearing.
 1. After receipt of the written reports from the Advisory Board and Planning Commission, or after the 45 days has expired, whichever is earlier, the County Commission shall conduct a public hearing.
 - D. In order to give constructive notice of the existence of the agriculture protection area to all persons who have, may acquire, or may seek to acquire an interest in land in or adjacent to the agriculture protection area, within ten days of the creation of an agriculture protection area, the County Commission shall file an executed document containing a legal description of the agriculture protection area with:
 1. The County Recorder.
 2. The Planning Commission.

Adding or Removing Land

1. **Adding Land -**
 - A. Any owner may add land to an existing agriculture protection area within the unincorporated part of the County by:
 1. Filing a proposal with the County Commission.
 2. Obtaining the approval of the County Commission for the addition of the land to the area.
 - B. The County Commission shall comply with the provisions for creating an agriculture protection area in determining whether or not to accept the proposal.
2. **Remove Land –**
 - A. Any owner may remove land from an agriculture protection area within the unincorporated part of the County by filing a petition for removal of the land from the agriculture protection area with the County Commission.
 - B. The County Commission shall:
 1. Grant the petition for removal of land from an agriculture protection area even if removal of the land would result in an agriculture protection area of less than the number of acres established by the County Commission as the minimum.
 2. In order to give constructive notice of the removal to all persons who have, may acquire, or may seek to acquire an interest in land in or adjacent to the agriculture protection area and the land removed from the agriculture protection area, file a legal description of the revised boundaries of the agriculture protection area with the County Recorder and the Planning Commission.

Review of Agricultural Protection Areas

1. Legislative body must review Agricultural Protection Areas every 20 years.

Chapter 17.128 AGRICULTURE PROTECTION AREA

Sections:

- 17.128.010 Definitions**
17.128.020 Establishment of Agriculture Protection Area Advisory Board
17.128.030 Proposal and Approval of Agriculture Protection Area

17.128.010 Definitions.

For the purposes of this Chapter, the following words and phrases shall have the meanings respectively ascribed to them below:

- (a) "Advisory Board" means the Agriculture Protection Area Advisory Board created by this Chapter.
- (b) (1) "Agriculture production" means production for commercial purposes of crops, livestock, and livestock products. (2) "Agriculture production" includes the processing or retail marketing of any crops, livestock, and livestock products when more than 50% of the processed or merchandised products are produced by the farm operator.
- (c) "Agriculture protection area" means a geographic area within the unincorporated part of Utah County created under the authority of Chapter 41, Title 17, Utah Code Annotated, 1953 as amended, and of this Chapter, that is granted the specific legal protection contained in Chapter 41, Title 17, Utah Code Annotated, 1953 as amended.
- (d) "Applicable legislative body" means: (1) the Board of Uintah County Commissioners if the land included in or proposed to be included in an agriculture protection area is within the unincorporated part of Uintah County; or (2) the legislative body of the city or town if the land included in or proposed to be included in an agriculture protection area is within the boundaries of a city or town.
- (e) "Crops, livestock, and livestock products" includes:
 - (1) land devoted to the raising of useful plants and animals with a reasonable expectation of profit, including:
 - (A) forages and sod crops;
 - (B) grains and feed crops;
 - (C) livestock as defined in Subsection 59-2-102(19)(d), Utah Code Annotated, 1953, as amended;
 - (D) trees and fruits; or
 - (E) vegetables, nursery, floral and ornamental stock; or
 - (2) land devoted to and meeting the requirements and qualifications for payments or other compensation under a crop-land retirement program with an agency of the state or federal government.
- (f) "Planning Commission" means the Uintah County Planning Commission, a Township Planning Commission, or a planning commission of a city or town.
- (g) "Political subdivision" means a county, city, town, school district, or special district.
- (h) "Proposal sponsors" means the owners of land in agricultural production who are sponsoring the proposal for creating an agriculture protection area.
- (i) "State agency" means each department, commission, board, council, agency, institution, officer, corporation, fund, division, office, committee, authority, laboratory, library, unit, bureau, panel, or other administrative unit of the state.

(j) “Unincorporated” means not within a city or town.

17.128.020 Establishment of Agriculture Protection Area Advisory Board

A- Designation.

There is hereby created an Agriculture Protection Area Advisory Board consisting of five (5) members appointed by the Uintah County Commission from the Uintah County conservation district boards of supervisors. The members shall serve without salary, but may be reimbursed for mileage or other actual expenses incurred.

B- Duties.

The Agriculture Protection Area Advisory Board shall:

- (a) evaluate proposals for the establishment of agriculture protection areas and make recommendations to the applicable legislative body about whether or not the proposal should be accepted;
- (b) provide expert advice to the Planning Commission and to the applicable legislative body about:
 - (1) the desirability of the proposal;
 - (2) the nature of agricultural production within the proposed area;
 - (3) the relation of agricultural production in the area to Uintah County as a whole;
 - (4) which agriculture production should be allowed within the agriculture protection area;
 - (5) the minimum number of continuous acres that must be included in an agriculture protection area, and
- (c) perform all other duties as required by this Chapter.

17.128.030 Proposal and Approval of Agriculture Protection Area

A- Proposal for Creation of Agriculture Protection Area.

- (a) A proposal to create an agriculture protection area or an amendment to an existing agriculture protection area within the unincorporated part of the County may be filed with the County Commission by completing the standard forms adopted by the County Commission and by filing said forms in the Building, Planning and Zoning office of the County.
- (b) (1) To be accepted for processing by the County Commission, a proposal under Subsection (a) shall be signed by a majority in number of all owners of real property and the owners of a majority of the land area in agricultural production within the proposed agriculture protection area. (2) For the purpose of Subsection (b)(1), the owners of real property shall be determined by the records of the County Recorder.
- (c) The Clerk/Secretary of the County Commission, or other person designated by the County Commission to receive and process proposals, shall accept and process such forms only if they are properly completed and accompanied by the filing fee in the amount of \$250.00.
- (d) The proposal shall contain the following information:
 - (1) the boundaries of the land proposed to become part of an agriculture protection area;
 - (2) any limits on the types of agriculture production to be allowed within the agriculture protection area; and
 - (3) for each parcel of land:
 - (A) the names of the owners of record of the land proposed to be included

within the agriculture protection area;

(B) the tax parcel number or account number identifying each parcel; and

(C) the number of acres of each parcel.

(e) An agriculture protection area may include within its boundaries land used for a roadway, dwelling site, park, or other nonagricultural use, if that land constitutes a minority of the total acreage within the agriculture protection area.

B- Area Requirements.

In accordance with Section 17-41-301, Utah Code Annotated, 1953, as amended, the minimum number of continuous acres that must be included in an agriculture protection area within the unincorporated part of the County is hereby established as Twenty (20) acres. A variance to the minimum acreage requirement may be given for land which is used in intensive livestock operations or in fruit production. A variance may also be given if the acreage is contiguous to an existing agriculture protection area or contiguous to an existing or proposed agriculture protection area that is not within the unincorporated part of the County. A variance shall only be approved by the County Commission, upon recommendation from the Advisory Board and the Planning Commission. Creation of an agriculture protection area shall not impair the ability of land within the area to obtain the benefits of Title 59, Chapter 2, Part 5, Farmland Assessment Act. The eligibility of land for the benefits of Title 59, Chapter 2, Part 5, Farmland Assessment Act, shall be determined exclusively by the provisions of that act, notwithstanding the land's location within an agriculture protection area.

C- Notice Requirements.

(a) The County Commission shall provide notice of the proposal for an agriculture protection area within the unincorporated part of the County by:

(1) publishing notice in a newspaper having general circulation within the proposed agriculture protection area; and

(2) posting notice at five public places designated by the County Commission, within or near the proposed agriculture protection area.

(b) The notice shall contain:

(1) a statement that a proposal for the creation of an agriculture protection area has been filed with the County Commission;

(2) a statement that the proposal will be open to public inspection in the planning and zoning office of the County;

(3) a statement that any person or entity affected by establishment of the area may, within 15 days of the date of the notice, file with the County Commission written objections to the proposal or a written request to modify the proposal to exclude land from or add land to the proposed agriculture protection area;

(4) a statement that the County Commission will submit the proposal to the Advisory Board and to the Planning Commission for review and recommendations; and

(5) a statement that the County Commission will hold a public hearing to discuss and hear public comment on:

(A) the proposal to create the agriculture protection area;

(B) the recommendations of the Advisory Board and Planning

Commission; and

(C) any requests for modification of the proposal and any objections to the proposal.

(c) Any person wishing to modify the proposal for the creation of the agriculture protection area shall, within 15 days after the date of the notice, file a written request for modification of the proposal, which identifies specifically the land that should be added to or removed from the proposal.

(d) Any person wishing to object to the proposal for the creation of the agriculture protection area shall, within 15 days after the date of the notice, file a written objection to the creation of the agriculture protection area.

D- Review of Proposal.

(a) After 15 days from the date of the notice, the County Commission shall refer the proposal and any objections and proposed modifications to the proposal to the Advisory Board and Planning Commission for their review, comments, and recommendations.

(b) Within 45 days after receipt of the proposal, the Advisory Board shall submit a written report to the County Commission that:

(1) recommends any modifications to the land to be included in the proposed agriculture protection area;

(2) analyzes and evaluates the proposal by applying the criteria contained in Section 26-3-6;

(3) analyzes and evaluates any objections to the proposal; and

(4) includes a recommendation to the County Commission either to accept, accept and modify, or reject the proposal.

(c) Within 45 days after receipt of the proposal, the Planning Commission shall submit a written report to the County Commission that:

(1) analyzes and evaluates the effect of the creation of the proposed area on the county's planning policies and objectives;

(2) analyzes and evaluates the proposal by applying the criteria contained in Section 26-3-6;

(3) recommends any modifications to the land to be included in the proposed agriculture protection area;

(4) analyzes and evaluates any objections to the proposal; and

(5) includes a recommendation to the County Commission either to accept, accept and modify, or reject the proposal.

(d) The County Commission shall consider a failure of the Planning Commission or Advisory Board to submit a written report within the 45 days under Subsections (b) and

(c) as a recommendation of that committee to approve the proposal as submitted.

E- Public Hearing.

(a) After receipt of the written reports from the Advisory Board and Planning Commission, or after the 45 days has expired, whichever is earlier, the County Commission shall:

(1) schedule a public hearing;

(2) provide notice of the public hearing by:

(A) publishing notice in a newspaper having general circulation within the

- area proposed for inclusion within the agriculture protection area; and
- (B) posting notice at five public places, designated by the County Commission within or near the proposed agriculture protection area; and
- (3) ensure that the notice includes:
 - (A) the time, date, and place of the public hearing on the proposal;
 - (B) a description of the proposed agriculture protection area;
 - (C) any proposed modifications to the proposed agriculture protection area;
 - (D) a summary of the recommendations of the Advisory Board and Planning Commission; and
 - (E) a statement that interested persons may appear at the public hearing and speak in favor of or against the proposal, any proposed modifications to the proposal, or the recommendations of the Advisory Board and Planning Commission.
- (b) The County Commission shall:
 - (1) convene the public hearing at the time, date, and place specified in the notice; and
 - (2) take verbal or written testimony from interested persons.
- (c) Within 120 days of the submission of the proposal, the County Commission shall approve, modify and approve, or reject the proposal.
- (d) The creation of an agriculture protection area is effective at the earlier of:
 - (1) the County Commission's approval of a proposal or modified proposal; or
 - (2) 120 days after submission of a proposal complying with Subsection 26-3-1(c), if the County Commission has failed to approve or reject the proposal within that time.
- (e) In order to give constructive notice of the existence of the agriculture protection area to all persons who have, may acquire, or may seek to acquire an interest in land in or adjacent to the agriculture protection area, within ten days of the creation of an agriculture protection area, the County Commission shall file an executed document containing a legal description of the agriculture protection area with:
 - (1) the County Recorder; and
 - (2) the Planning Commission.
- (f) Within ten days of the recording of the agriculture protection area, the County Commission shall:
 - (1) send written notification to the Commissioner of Agriculture and Food that the agriculture protection area has been created, and include in said notification the following:
 - (A) the number of landowners owning land within the agriculture protection area;
 - (B) the total acreage of the area;
 - (C) the date of approval of the area; and
 - (D) the date of recording.
- (g) Failure by the County Commission to record the notice required under Subsection (e) does not invalidate the creation of an agriculture protection area.
- (h) The County Commission may consider the cost of recording notice under Subsection (e) and the cost of sending notification under Subsection (f) in establishing a fee under

Subsection 26-3-1.

F- Evaluation Criteria.

(a) In evaluating a proposal and in determining whether or not to create or recommend the creation of an agriculture protection area, the Advisory Board, Planning Commission, and County Commission shall apply the following criteria:

- (1) whether or not the land is currently being used for agriculture production;
- (2) whether or not the land is zoned for agriculture use;
- (3) whether or not the land is viable for agricultural production;
- (4) the extent and nature of existing or proposed farm improvements; and
- (5) anticipated trends in agricultural and technological conditions.

G- Adding Land to an Agriculture Protection Area.

(a) Any owner may add land to an existing agriculture protection area within the unincorporated part of the County by:

- (1) filing a proposal with the County Commission; and
- (2) obtaining the approval of the County Commission for the addition of the land to the area.

(b) The County Commission shall comply with the provisions for creating an agriculture protection area in determining whether or not to accept the proposal.

H- Removing Land from an Agriculture Protection Area.

(a) Any owner may remove land from an agriculture protection area within the unincorporated part of the County by filing a petition for removal of the land from the agriculture protection area with the County Commission.

(b) The County Commission shall:

- (1) grant the petition for removal of land from an agriculture protection area even if removal of the land would result in an agriculture protection area of less than the number of acres established by the County Commission as the minimum under Section 26-3-2; and
- (2) in order to give constructive notice of the removal to all persons who have, may acquire, or may seek to acquire an interest in land in or adjacent to the agriculture protection area and the land removed from the agriculture protection area, file a legal description of the revised boundaries of the agriculture protection area with the County Recorder and the Planning Commission.

(c) The remaining land in the agriculture protection area is still an agriculture protection area.

(d) When a municipality annexes any land that is part of an agriculture protection area, the County Commission shall, within 30 days after the land is annexed, review the feasibility of that land remaining in the agriculture protection area according to the procedures and requirements of Section 26-3-9.

(1) If appropriate, the County Commission shall remove the annexed land from the agriculture protection area.

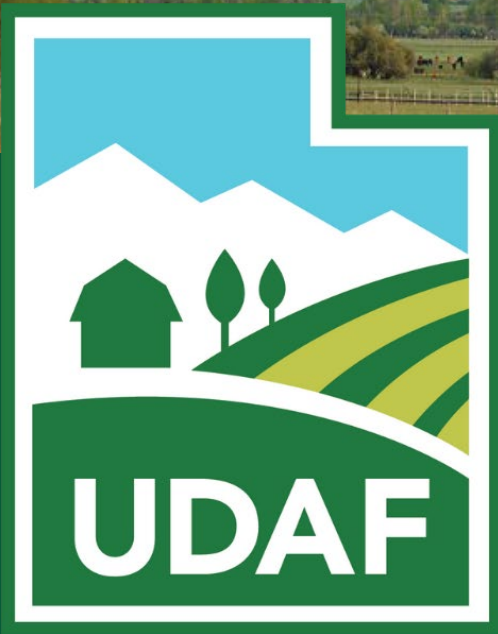
I- Review of Agriculture Protection Areas.

(a) The County Commission shall review any agriculture protection area created under

the authority of this Chapter in the 20th calendar year after it is created.

(b) In the 20th year, the County Commission shall:

- (1) request the Planning Commission and Advisory Board to submit recommendations about whether the agriculture protection area should be continued, modified, or terminated;
 - (2) at least 120 days before the end of the calendar year, hold a public hearing to discuss whether the agriculture protection area should be continued, modified, or terminated;
 - (3) give notice of the hearing using the same procedure required by Section 26-3-3; and
 - (4) after the public hearing, continue, modify, or terminate the agriculture protection area.
- (c) If the County Commission modifies or terminates the agriculture protection area, it shall file an executed document containing the legal description of the agriculture protection area with the County Recorder.
- (d) If the County Commission fails to affirmatively continue, modify, or terminate the agriculture protection area in the 20th calendar year, the agriculture protection area is considered to be reauthorized for another 20 years.

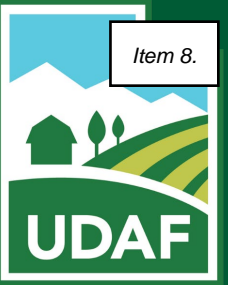


AGRICULTURAL PROTECTION AREAS

Jay Olsen
County Planning Coordinator
jayolsen@utah.gov
801-718-0517

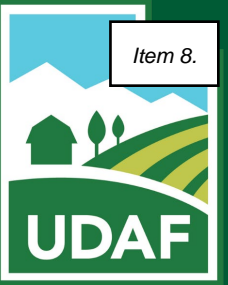
Utah Code 17.41 Agriculture, Industrial, or Critical Infrastructure Materials Protection Areas

17-41-101. Definitions



- (3) "Agricultural protection area" means a geographic area... granted the specific legal protections contained in this chapter.
- (4) "Applicable legislative body" means: the legislative body of the county or the legislative body of the city or town depending where the land is located.
- (21) "Planning commission" means:
- (a) a countywide planning commission if the land proposed to be included in the agriculture protection area... is within the unincorporated part of the county and not within a planning advisory area;
 - (c) a planning commission of a city or town if the land proposed to be included in the agriculture protection area... is within a city or town.
- (22) "Political subdivision" means a county, city, town, school district, special district, or special service district.

17-41-201. Protection Area Advisory Board

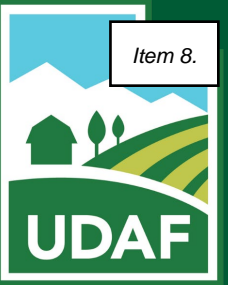


(1)(a)(i) Legislative body shall appoint no more than five members from the county's conservation district board to serve as the APA advisory board

(3) An advisory board shall:

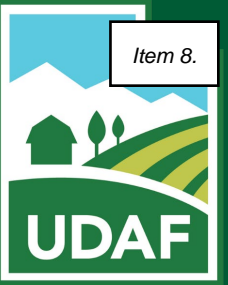
- (a) Evaluate proposals.. make recommendations to the legislative body
- (b) Provide expert advice to the planning commission and... legislative body
 - (i) the desirability of the proposal
 - (ii) the nature of agricultural production
 - (iii) the relation of agricultural production

17-41-301. Proposal for Creation of a Protection Area



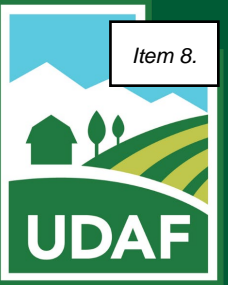
- (1) A proposal to create an agriculture protection area may be filed with the legislative body
- (5) Legislative body may establish the form for submission and a reasonable fee
- (6) Legislative body shall establish minimum number of acres

17-41-302. Notice of Proposal for Creation of Protection Area -- Responses



- (1) (a) legislative body shall provide notice of the proposal... for a least 15 days
- (b) legislative body shall provide the notice described for the geographic boundaries of the proposed agriculture protection area and the area that extends 1,000 feet beyond the geographic boundaries of the proposed agriculture protection area
- (3) (b) A person wishing to object to the proposal for the creation of the agriculture protection area... shall, within 15 days after the date of the notice, file a written objection to the creation of the... protection area.

17-41-303. Review of Proposal for Creation of Protection Area



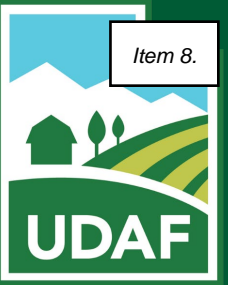
(1) After 15 days, the legislative body shall refer the proposal to the Advisory Board and the Planning Commission.

(2) Within 45 days... the planning commission shall submit a written report to the legislative body.

(b) Within 45 days... the advisory board shall submit a written report to the legislative body

(c) ... a failure of the planning commission or advisory committee to submit a written report within the 45 days... a recommendation of that committee to approve the proposal as submitted.

17-41-304. Public Hearing -- Notice -- Review and Action on Proposal



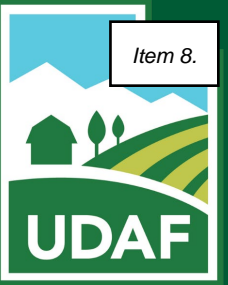
(1) After receipt of the written report, or after the 45 days have expired, whichever is earlier, the legislative body shall:

- (a) schedule a public hearing

- (c) ensure that the notice includes: time, date, place, description, and summary of recommendations.

(3) 120 days for the Legislative body to approve, modify and approve, or reject.

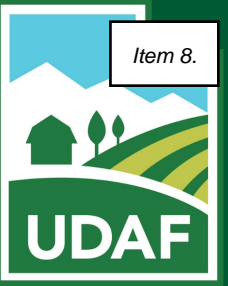
17-41-305. Criteria to be Applied in Evaluating a Proposal for the Creation of a Protection Area



... legislative body shall apply the following criteria:

- (1) whether or not the land is currently being used for agriculture production,
- (2) whether or not the land is zoned for agriculture use,
- (3) whether or not the land is viable for agriculture production,
- (4) the extent and nature of existing or proposed farm improvements, and
- (5)(a) ...anticipated trends in agricultural and technological conditions

17-41-306. Adding Land to or Removing Land from a Protection Area -- Removing Land from a Mining Protection Area

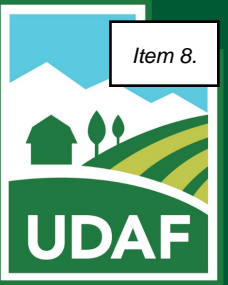


- (1) any owner may add land to existing APA upon approval of the Legislative body.
- (2) May remove any or all land in an APA

17-41-307. Review of Protection Areas

- (1) APA's are subject for review in 20 years.
- (3) If the... legislative body fails affirmatively to continue, modify, or terminate the agriculture protection area... in the 20th calendar year, the relevant protection area is considered to be reauthorized for another 20 years.

17-41-401. Farmland Assessment Act Benefits not Affected

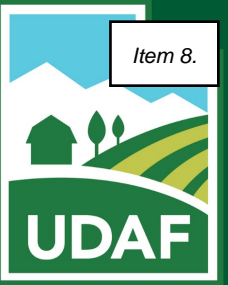


(1) Creation of an APA may not impair the ability of land within the area to obtain the benefits of [Title 59, Chapter 2, Part 5, Farmland Assessment Act](#).

QR code to the Farmland
Assessment Act



17-41-402. Limitations on Local Regulations



(1) A political subdivision within which an agriculture protection area... within its boundary shall encourage the continuity, development, and viability of agriculture use by not enacting a local law, ordinance, or regulation that, unless the law, ordinance, or regulation bears a direct relationship to public health or safety, would unreasonably restrict:

(a) a farm structure or farm practice

(2) A political subdivision may not change the zoning designation of or a zoning regulation affecting land within an agriculture protection area without written approval for the change from all the landowners within the agriculture protection area affected by the change.

17-41-403. Nuisances

(1) A political subdivision shall ensure that any of the political subdivision's laws or ordinances that define or prohibit a public nuisance exclude from the definition or prohibition:

(a) for an agriculture protection area, any agricultural activity or operation within an agriculture protection area conducted using sound agricultural practices unless that activity or operation bears a direct relationship to public health or safety

(4) (a) New subdivisions... located... within 300 feet... of an APA shall provide notice on any plate filed with the county recorder the following notice:

"Agriculture Protection Area

This property is located in the vicinity of an established agriculture protection area in which normal agricultural uses and activities have been afforded the highest priority use status. It can be anticipated that such agricultural uses and activities may now or in the future be conducted on property included in the agriculture protection area. The use and enjoyment of this property is expressly conditioned on acceptance of any annoyance or inconvenience which may result from such normal agricultural uses and activities."

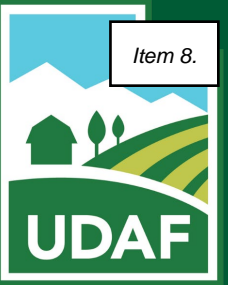
17-41-404. Policy of State Agencies

A state agency shall encourage the continuity, development, and viability of agriculture within agriculture protection areas... by:

(1) not enacting rules that would impose unreasonable restrictions on farm structures or farm practices within the APA... unless those laws, ordinances, or regulations bear a direct relationship to public health or safety or are required by federal law and

(2) modifying existing rules that would impose unreasonable restrictions on farm structures or farm practices within the APA... unless those laws, ordinances, or regulations bear a direct relationship to public health or safety or are required by federal law.

17-41-405. Eminent Domain Restrictions -- Notice of Hearing



(1) A political subdivision having or exercising eminent domain powers may not condemn for any purpose any land within an agriculture protection area that is being used for agricultural production... unless the political subdivision obtains approval, according to the procedures and requirements of this section, from the applicable legislative body and the advisory board.

(2) Any condemnor... shall file a notice of condemnation with the applicable legislative body and the relevant protection area's advisory board at least 30 days before filing an eminent domain complaint.

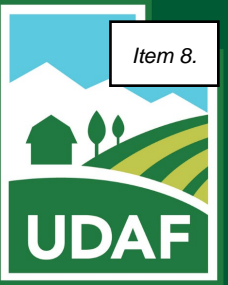
(3) The applicable legislative body and the advisory board shall

(a) hold a joint public hearing on the proposed condemnation at a location within the county in which the relevant protection area is located; and

(b) publish notice of the time, date, place, and purpose of the public hearing for the relevant protection area, as a class A notice under Section 63G for at least seven days.

-30-102,

17-41-405. continued



(4) (a) If the condemnation is for highway purposes or for the disposal of solid or liquid waste materials, the applicable legislative body and the advisory board may approve the condemnation only if there is no reasonable and prudent alternative to the use of the land within the agriculture protection area.

(b) If the condemnation is for any other purpose, the applicable legislative body and the advisory board may approve the condemnation only if:

(i) the proposed condemnation would not have an unreasonably adverse effect upon the preservation and enhancement of:

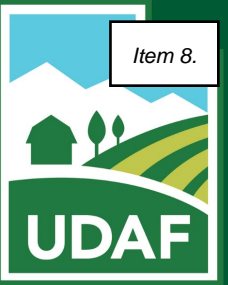
(A) agriculture within the agriculture protection area; or

(ii) there is no reasonable and prudent alternative to the use of the land within the relevant protection area for the project.

(5) Within 60 days after receipt of the notice of condemnation, the applicable legislative body and the advisory board shall approve or reject the proposed condemnation.

(6) If the applicable legislative body and the advisory board fail to act within the 60 days or such further time as the applicable legislative body establishes, the condemnation shall be considered rejected.

17-41-406. Restrictions on State Development Projects



(1) A state agency that plans any development project that might affect land within an agriculture protection area... shall submit the state agency's development plan to:

- (a) the advisory board of the relevant protection area; and
- (b) in the case of an agriculture protection area, the commissioner of agriculture and food.

(2) The commissioner of agriculture and food, in the case of an agriculture protection area, and the advisory board shall:

- (a) review the state agency's proposed development plan; and
- (b) recommend any modifications to the development project that would protect the integrity of the agriculture protection area... as the case may be, or that would protect the agriculture protection area from nonfarm encroachment...

17-41-406. continued



(3) A state agency and political subdivision of the state that designates or proposes to designate a transportation corridor shall:

(a) consider:

(i) whether the transportation corridor would:

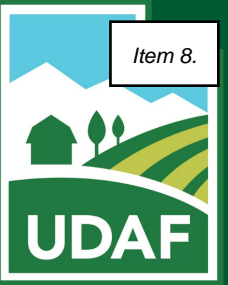
(A) be located on land that is included within an agriculture protection area; or

(B) interfere with agriculture protection activities on land within an agriculture protection area; and

(ii) each other reasonable comparable alternative to the placement of the corridor on land within an agriculture protection area; and

(b) make reasonable efforts to minimize or eliminate any detrimental impact on agriculture that may result from the designation of a transportation corridor.

Utah Geospatial Resource Center

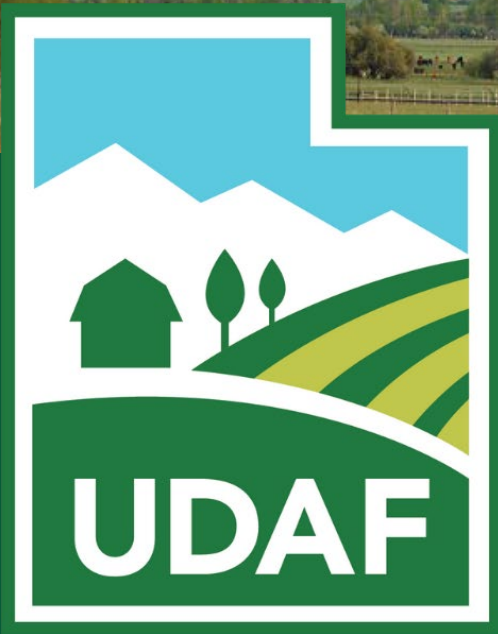


Utah Geospatial
Resources



Agricultural protection
area geospatial resource





THANK YOU!

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ORDINANCE NO. 556**AN ORDINANCE OF BOX ELDER COUNTY UPDATING AND REVISING THE COUNTY'S PROCEDURES FOR PROCESSING PROPOSALS FOR AGRICULTURAL PROTECTION AREAS WITHIN BOX ELDER COUNTY, CREATING AND APPOINTING A NORTH AREA AGRICULTURAL PROTECTION AREA ADVISORY BOARD AND A WEST AREA AGRICULTURAL PROTECTION AREA ADVISORY BOARD, AND REPEALING ORDINANCE NO. 212 AND ORDINANCE NO. 220.**

WHEREAS, in keeping with the requirements of Utah State law relating to the creation of Agricultural Protection Areas, Box Elder County on September 2, 1997 adopted Ordinance No. 212 (creating an agricultural protection area advisory board, adopting procedures for filing and consideration of proposals to create agricultural protection areas, and providing for filing fees), and on June 9, 1998 adopted Ordinance No. 220 (establishing fees for agricultural protection area proposals); and

WHEREAS, upon review of the provisions of these ordinances and the current requirements of Utah State law with respect to the proposal and approval of agricultural protection areas, it has been determined that Box Elder County's procedures for processing and approving proposals for agricultural protection areas within Box Elder County should be updated and revised, and Ordinance No. 212 and Ordinance No. 220 should be replaced; and

WHEREAS, §17-41-201 of the Utah Code requires the legislative body of Box Elder County to establish and appoint an agricultural protection area advisory board to review proposals for agricultural protection areas within Box Elder County, and provide all other functions required by Utah Code; and

WHEREAS, pursuant to the provisions of §17-41-201 of the Utah Code, the agricultural protection area advisory board is to consist of no more than five (5) members from the county's conservation district board of supervisors; and

WHEREAS, Box Elder County currently has two (2) conservation districts with two (2) boards of supervisors, the "Northern Utah Conservation District," with its board of supervisors consisting of five (5) voting members, and the "West Box Elder Conservation District," with its board of supervisors consisting of five (5) voting members; and

WHEREAS, because the board of supervisors of the Northern Utah Conservation District is familiar with and has knowledge of the lands within its district area, the Box Elder County Commission would like to appoint no more than five (5) of its voting members to the "North Area Agricultural Protection Area Advisory Board" for the purpose of having this agricultural protection area advisory board review proposals for agricultural protection areas on lands falling within the boundaries of the Northern Utah Conservation District; and

WHEREAS, because the board of supervisors of the West Box Elder Conservation District is familiar with and has knowledge of the lands within its district area, the Box Elder County Commission would like to appoint no more than five (5) of its voting members to the “West Area Agricultural Protection Area Advisory Board” for the purpose of having this agricultural protection area advisory board review proposals for agricultural protection areas on lands falling within the boundaries of the West Box Elder Conservation District; and

WHEREAS, the rules of operation for both of these advisory boards needs to be established; and

WHEREAS, because the Box Elder County Clerk will have the responsibility of processing the proposals for agricultural protection areas, and providing all of the statutorily required notices, the Box Elder County Clerk needs to be given authority to establish policies and procedures and collect fees to offset the costs incurred in processing the proposals; and

WHEREAS, §17-41-301(5) of the Utah Code requires the County to establish the minimum number of continuous acres that shall be included within an agricultural protection area.

NOW THEREFORE, THE COUNTY LEGISLATIVE BODY OF BOX ELDER COUNTY, UTAH ORDAINS AS FOLLOWS:

SECTION 1: Creation and Establishment of Advisory Boards. There is hereby created and established two (2) agricultural protection area advisory boards as follows:

A. The North Area Agricultural Protection Area Advisory Board. The North Area Agricultural Protection Area Advisory Board is hereby created and established to review proposals for agricultural protection areas within Box Elder County on lands located within the boundaries of the Northern Utah Conservation District, pursuant to the provisions and requirements of §§17-41-101 thru 17-41-503 of the Utah Code, as now existing and as may be amended in the future. The members of the North Area Agricultural Protection Area Advisory Board shall at all times be the appointed and voting members of the Northern Utah Conservation District board of supervisors. Provided however, that in the event there are more than five (5) voting members of the Northern Utah Conservation District board of supervisors, only five (5) shall serve on the North Area Agricultural Protection Area Advisory Board at any time, as designated by the Northern Utah Conservation District board of supervisors.

B. The West Area Agricultural Protection Area Advisory Board. The West Area Agricultural Protection Area Advisory Board is hereby created and established to review proposals for agricultural protection areas within Box Elder County on lands located within the boundaries of the West Box Elder Conservation District, pursuant to the provisions and requirements of §§17-41-101 thru 17-41-503 of the Utah Code, as now existing and as may be amended in the future. The members of the West Area Agricultural Protection Area Advisory Board shall at all times be the appointed and voting members of the West Box Elder Conservation District board of supervisors.

Provided however, that in the event there are more than five (5) voting members of the West Box Elder Conservation District board of supervisors, only five (5) shall serve on the West Area Agricultural Protection Area Advisory Board at any time, as designated by the West Box Elder Conservation District board of supervisors.

C. Rules of Operation for Advisory Boards. The North Area Agricultural Protection Area Advisory Board and the West Area Agricultural Protection Area Advisory Board shall each follow and observe the following rules of operation:

1. Each board member shall serve until expiration of that member's respective term on the board of supervisors for the conservation district. The Box Elder County Commission may remove any board member for cause of for failure to perform the required duties.

2. The members of the board shall select a chairman, vice-chairman and secretary. The chairman and vice chairman shall be selected from among the members of the board, and the secretary may be either a member of the board or a Box Elder County employee. The selection of a Box Elder County employee to serve as secretary must be approved by the Box Elder County Commission.

3. Any three (3) members of the board shall constitute a quorum. All actions of the board, except to adjourn a meeting at which there is not a quorum present, must be made in a meeting at which a quorum is present. Any actions of the board must be approved by at least three (3) members of the board. All meetings shall be conducted in accordance with the Utah Open and Public Meetings Act. The board may adopt such additional rules of operation as it deems necessary to govern its affairs.

SECTION 2: Minimum Size for Agricultural Protection Areas. In accordance with the provisions of §17-41-301(5), as it now exists or may be amended in the future, the minimum number of continuous acres that shall be included in an agricultural protection area shall be 5.5 acres.

SECTION 3: County Clerk to Process Proposals. The Box Elder County Clerk shall be responsible for accepting and processing all proposals for agricultural protection areas within Box Elder County in accordance with and pursuant to §§17-41-101 through 17-41-503 as it now exists or may be amended in the future. Accordingly, the Box Elder County Clerk shall establish policies, procedures and forms for the processing of these proposals, and shall collect all fees associated with these proposals.

SECTION 4: Fees for Accepting and Processing Proposals. All proposals for the creation of agricultural protection areas shall be submitted with a Two Hundred Dollar (\$200.00) fee at the time of filing. The amount of this fee may be adjusted from time to time by appropriate resolution of the Box Elder County Commission.

SECTION 5: Repeal of Ordinance No. 212 and Ordinance No. 220. Ordinance No. 212 and Ordinance No. 220, both of which were previously adopted by Box Elder County, shall be repealed in their entirety upon the effective date of this ordinance.

SECTION 6: Effective Date. This Ordinance shall become effective fifteen (15) days after its adoption.

APPROVED AND ADOPTED this January 6, 2021.



Attest:


Marla Young, Clerk
Box Elder County


Jeff Scott, Chairman
Box Elder County Commission



Agriculture Protection Application

The area must be a minimum of 5.5 acres. A fee of \$200 is due at the time of filing. You will also need the following

- Property owners' names and addresses
- Box Elder County Tax Parcel or I.D. numbers
- Legal descriptions of property
- Number of acres in the parcel as shown on tax records
- Description of present and proposed agricultural use of parcels.
- Signatures of all parcel owners.

Property Owner(s) Information (Parcel 1)

Name(s)

Parcel Number:

Number of Acres:

Property Address:

Mailing Address:

Phone:

Email:

Present and proposed agriculture production of parcel:

Complete legal description must be attached.

Property Owner(s) Information (Parcel 2)Name(s)

Parcel Number

Number of Acres

Property Address

Mailing Address

Phone

Email

Present and proposed agriculture production of parcel:

Complete legal description must be attached.

Property Owner(s) Information (Parcel 3)Name(s)

Parcel Number

Number of Acres

Property Address

Mailing Address

Phone

Email

Present and proposed agriculture production of parcel:

Complete legal description must be attached.

Property Owner(s) Information (Parcel)

Name(s)

Parcel Number

Number of Acres

Property Address

Mailing Address

Phone

Email

Present and proposed agriculture production of parcel:

*Complete legal description must be attached.***Property Owner(s) Information (Parcel)**

Name(s)

Parcel Number

Number of Acres

Property Address

Mailing Address

Phone

Email

Present and proposed agriculture production of parcel:

Complete legal description must be attached.

Signature block for individual landowners:

_____**Owner Parcel 1**

Dated

_____**Owner Parcel 1**

Dated

_____**Owner Parcel 2**

Dated

_____**Owner Parcel 2**

Dated

_____**Owner Parcel 3**

Dated

_____**Owner Parcel 3**

Dated

_____**Owner Parcel 4**

Dated

_____**Owner Parcel 4**

Dated

Signature block for land owned by Limited Liability Company:

Name of Limited Liability Company

By:_____

Authorized Agent

Dated



Agricultural Protection Areas in Utah

Item 8.

Preserving Agricultural Lands & Protecting Farmers
Utah Code Title 17 Chapter 41

What is an Agriculture Protection Area (APA)?

An Agricultural Protection Area (APA) is a designated geographic area created under specific legal statutes to protect agricultural activities. These areas are granted particular legal protections as defined in Utah Code Title 17, Chapter 41, which aims to support the continuity, development, and viability of agriculture in Utah. The creation of an APA is voluntary and initiated by landowners engaged in agricultural production who seek to safeguard their operations from potentially restrictive regulations and other hindrances.

BENEFITS OF AN APA

- 1 Protection from nuisance lawsuits**
Farming operations are shielded from complaints related to noise, dust, odors, and other normal agricultural activities.
- 2 Zoning stability**
Land within an APA cannot be rezoned without written consent from all landowners in the APA.
- 3 Protection from unreasonable restrictions**
Political subdivisions and state agencies cannot impose unreasonable regulations on farm structures or practices.
- 4 Eminent domain limitations**
Government agencies face restrictions when attempting to condemn APA land for non-agricultural purposes.
- 5 State development project restrictions**
Transportation corridors and other state projects must minimize or eliminate detrimental impacts on agriculture.
- 6 Disclosure for new developments**
Prospective property buyers near an APA must be notified that they are moving next to an active agricultural operation.

Who Can Apply?

Landowners with agricultural operations can apply to have their land designated as an APA; multiple landowners in the same area may submit a joint proposal. To begin the process, landowners should contact their local government, as the county or city legislative body handles these applications.

Requirements for an APA

- Minimum acreage:** Typically, a minimum amount of land is required to qualify (varies by county).
- Agricultural Use:** The land must be actively used for farming, ranching, or other agricultural production, which includes the processing or retail marketing of crops, livestock, and livestock products when more than 50% of the products are operator-produced.
- Zoning Compatibility:** The land should be appropriately zoned for agricultural use. Compatible zoning designations generally allow agricultural activities as a primary use. These may include designations such as "Agricultural," "Agricultural Residential," or "Rural Residential," depending on local zoning codes, and often involve low-density restrictions to prevent overdevelopment.

How to Apply

To apply for APA status, contact your local county commission or planning department. Specific requirements and steps will vary by county.

Learn More

For more information about Agricultural Protection Areas, contact your local county commission or planning department or contact UDAF County Water & Land Conservation Manager Jay Olsen at 801.718.0517 or jayolsen@utah.gov.

Steps For Agriculture Protection

1. Submit Proposal to County Clerk's Office
 - Pay applicable fees
2. The Legislative body will
 - Post In 5 Public Places
 - Post on the Utah Public Notice Website
 - Mailing a notice to each owner within 1000 feet
 - Post on County Website

People have 15 days from the date of the notice to submit any written objections to the proposal or a written request to modify the proposal and to exclude land or add land to the proposed agriculture protection.

3. After 15 days from the date of the notice, the County shall refer the proposal and any objections or proposed modifications to the proposal to the Advisory committee and the planning commission for their review, comments and recommendations.
 - Within 45 days of receipt the planning commission and advisory committee shall submit a written report to the county legislative body.
4. After the written reports from the advisory committee and planning commission or the 45 days have expired, whichever is earlier, the legislative body shall,
 - Schedule a public hearing
 - Provide notice of the public hearing
 - 1) 5 Public Places
 - 2) Utah Public Notice Website
 - 3) Mailing a notice to each owner within 1000 feet

The Notice will contain, time, the date, and place of the public hearing, a description of the ag protection area and any proposed modifications to the area. Summary of the recommendations of the advisory committee and planning commission and a statement that interested persons may appear at the public hearing and speak in favor or against the proposal and any proposed modifications.

- The County will convene the Public hearing at the time and date and place specified in the notice.
 - Take verbal or written testimony from interested persons
5. Within 120 days the County Legislative body shall approve, modify and approve or reject the proposal.
 6. After County Legislative body approval, the resolution will be recorded in the County Recorder's Office.
 7. Within 10 days of approval, the resolution will be sent to the Utah Department of Agriculture.

San Juan County Emergency Medical Services
Training Contract

This agreement, entered into this _____ day of _____, 20__, by and between San Juan County EMS, hereinafter referred to as **SJCEMS** and _____, hereinafter referred to as **TRAINEE**.

WITNESSETH

WHEREAS, SJCEMS has agreed to provide specialized training to TRAINEE at SJCEMS expense which will result in TRAINEE acquiring the necessary skills to qualify as a certified EMS professional; and

WHEREAS, the parties understand that the said training and skill will become a valuable asset to TRAINEE which will enhance TRAINEE's opportunities for obtaining future employment with various prospective employers in the EMS field and

WHEREAS, the parties acknowledge that the only consideration for SJCEMS's providing the above mentioned training to TRAINEE is to provide a skilled work force for SJCEMS facilities; and

WHEREAS, SJCEMS has calculated the cost of said training and the and TRAINEE understands and agrees that these costs are reasonable; and

WHEREAS, TRAINEE understands and agrees that it would be equitable and unfair to receive this training and not provide the intended employment services to SJCEMS; and

WHEREAS, TRAINEE has been advised of and is fully aware of the compensation paid by SJCEMS to its entry level EMS professionals at the time of signing of this contract;

NOW THEREFORE, in consideration of the premises, the parties agree, stipulate and covenants as follows:

- _____ 1. SJCEMS has calculated the cost of training provided to TRAINEE under this contract to be \$_____ ("Training Cost").
- _____ 2. SJCEMS agrees to cover the entire cost of training so long as TRAINEE completes training, accepts employment with SJCEMS, and remains continuously employed by SJCEMS for a period of not less than three (3) years beginning with the day of successful certification.
- _____ 3. Should TRAINEE's employment with SJCEMS be terminated, either voluntarily or involuntarily, before the expiration of three (3) years from the date of certification, "TRAINEE hereby agrees to reimburse SJCEMC one-thirty- sixth (1/36) of the training cost multiplied by the number of months remaining on the 3 year term that TRAINEE was terminated.

- _____ 4. The amount of the reimbursement calculated under paragraphs 4-6 above shall be paid by TRAINEE by deduction from his or her final pay check, and any remainder shall be paid to SJCEMS within six (6) months of termination by TRAINEE. **If payment is not made within six (6) months after termination, SJCEMS shall be entitled to interest on unpaid portion of said reimbursement at the rate of ten percent (10%) per annum.** SJCEMS shall be entitled to court costs and reasonable attorney's fees which may be incurred in collecting delinquent reimbursement of training costs.
- _____ 5. Notwithstanding the foregoing, SJCEMS, at the sole discretion of San Juan County EMS, may suspend the TRAINEE's obligation to reimburse SJCEMS under this agreement.

Employee Signature

Date

EMS Director Signature

Date

[Letterhead]

MUTUAL AID AGREEMENT

**BETWEEN THE SAN JUAN COUNTY EMERGENCY MEDICAL SERVICE AND THE
UTAH NAVAJO HEALTH SYSTEM, INC.**

This Agreement is made and entered into by and between the Utah Navajo Health System, Inc. Emergency Medical Services (UNHS EMS), which operates a licensed ambulance service, and the San Juan County, owner/operator of San Juan County Emergency Medical Services (SJC EMS)(individually a Party and collectively the Parties).

RECITALS

The Parties recite and declare as follows:

WHEREAS, the UNHS provides EMS services within the San Juan County Utah and within the Utah strip of the Navajo Nation located in San Juan County Utah.

The Parties agree to the following terms and conditions:

I. Purpose and Scope

The purpose of this Agreement is to provide twenty-four (24) hour, seven (7) days per week EMS services in emergencies or stand-by situations as circumstances may require, in the areas of San Juan County described as follows:

1. UNHS will provide twenty-four (24) hour, seven (7) days per week ambulance services in emergency or stand-by situations as circumstances may require, in the areas of SJC described as follows:
 - a. Montezuma Creek
 - i. Highway 191 (Milepost 20.5) South of the San Juan River to the Arizona Stateline;
 - ii. Highway 162 East – Utah/Colorado state line (Milepost 31);
 - iii. County Road 402 – McElmo Creek Road North Utah/Colorado Stateline (Milepost 20);
 - iv. Hovenweep Road North County Road 213 – Utah/Colorado state line (Milepost 15);
 - v. Highway 262 Northwest – West end of McCracken Mesa (Milepost 7);
 - vi. Highway N35 – Utah/Arizona state line South; and
 - vii. County Road 443 between Red Mesa Chapter/Mexican Water.
 - b. Monument Valley

- i. Oljaito area north of Monument Valley;
 - ii. Highway 163 – South Monument Valley – Arizona/Utah state line; and
 - iii. Highway 163 – Northeast – Mexican Hat Bridge/San Juan River.
- 2. If there are multiple calls in the area of SJC covered by this Agreement at one time, SJC EMS will provide best-efforts to give additional ambulance services as circumstances require. It is understood and agreed that the availability of SJC EMS to provide backup coverage on the area of the Utah portion of the Navajo Nation as set forth herein, is subject to other coverage and availability requirements of SJC EMS.
 - a. As a point of clarity, the SJC EMS ambulance housed in and servicing Bluff shall only be utilized when and only when the UNHS' Montezuma Creek ambulance and/or the UNHS' Monument Valley ambulance is out on calls or there is a mass casualty incident.
- 3. In the event of a disaster, UNHS EMS will respond to any other area serviced by SJC EMS, upon request for SJC EMS, provided there is sufficient coverage for UNHS.
- 4. Likewise, in the event of a disaster, SJC EMS will respond to any area in the Utah portion of the Navajo Nation upon request of the UNHS EMS, provided there is sufficient coverage for SJC EMS.

II. Term

- A. Subject to provisions for early termination, this agreement shall become effective upon proper execution by all parties herein and shall remain in effect until either party gives notice.
- B. Either party may terminate this agreement by providing the other party with six (6) months written notice.

III. EMS Coverage – Bluff

As a point of clarity, the SJC EMS ambulance housed in and servicing Bluff shall have the following coverage:

- A. Bottom of White Mesa hill on Highway 262 until Milepost 5;
- B. The cut-off road by Cow Canyon, County Road B216 until it meets up with Highway 162;
- C. Highway 162 until Milepost 7;
- D. Bottom of White Mesa hill following Highway 191 until it reaches Milepost 20.5~~the Arizona border~~; and
- E. Highway 163 until it reaches the Mexican Hat bridge.

IV. Severability

Nothing in this Agreement shall be construed to authorize an act contrary to law or public policy. Insofar as any provision herein may be inconsistent with federal, state or local law, ordinance, or regulation, it shall be considered of no effect; but the negation of such a provision shall not affect the remaining terms and conditions or the obligations of the parties, unless the negation substantially changes the basic agreement to the detriment of either party.

V. Independent Contractor

In the performance of this Agreement, UNHS EMS is an independent contractor, and as such, shall have no authorization, express or implied to bind SJC EMS to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any such acts as agent for SJC EMS, except as herein expressly set forth.

VI. Administration

This Agreement shall not create any separate legal or administrative entity for the purpose of implementing or administering the terms and conditions of this Agreement. An employee from UNHS EMS and an employee from SJC shall jointly act as administrators of this Agreement.

VII. Amendment

This Agreement shall not be modified or amended except in writing, and before any amendment is effective, it shall be signed by the duly authorized representative for each Party.

VIII. Governing Law

This Agreement is made and entered into subject to the provisions of the laws of the State of Utah, which laws shall control the enforcement of this Agreement. The Parties also recognize that certain federal laws may be applicable. In the event of any conflict between this Agreement and the applicable state or federal law, federal law shall control.

IX. Third Party Liability

UNHS agrees to hold harmless and unconditionally indemnify SJC EMS against and for all liabilities, actions, suits, proceedings, claims, damages, costs, and expenses (including reasonable counsel fees and expenses of investigation) to which SJC EMS may become subject by reason of any accident, damage, or injuries (injuries resulting in death), either to persons or property or both (including the responding persons and equipment of UNHS EMS and SJC EMS, in any manner caused by, or resulting from willful misconduct or negligent acts of UNHS, its employees or agents in the performance of this Agreement.

X. Entire Agreement

This Agreement shall constitute the entire Agreement between the Parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent incorporated in this Agreement.

IN WITNESS WHEREOF, this Agreement shall become effective on the date the last signature is affixed below. This Agreement may be executed in up to two counterparts; each to be treated as the original. This Agreement shall not be effective until approved by the governing principal or director of each member entity.

| | |
|--|--|
| San Juan County Emergency Services Department | Utah Navajo Health System, Inc. |
| _____ | _____ |
| San Juan County Commission Chair | Michael Jensen Date |
| | Chief Executive Officer |
| _____ | _____ |
| Emergency Services Director | Otis Oldman Date |
| | Emergency Services Director |
| _____ | |
| San Juan County Clerk | |

San Juan County EMS Standby Services Agreement

This agreement, entered into this ____ day of _____, 20____ by and between San Juan County EMS and _____ (Service User). Whereas, Service User is requesting Emergency Medical Service standby services, and, whereas SJCEMS is willing to provide such services under the terms set forth herein: Now, therefore it is agreed as follows:

1. SJCEMS agrees to provide the following marked special service(s) to the Service User:

a. ____ Dedicated EMS ALS Ambulance Standby

b. Standby ambulance service, meaning an ambulance with two (2) appropriately licensed medical technicians, one of which at least at the level of Advanced Emergency Medical Technician, will locate themselves at a function or event and will remain dedicated to that event, and will not be available for other routine EMS calls in the area. Dedicated standbys are subject to the availability of SJCEMS crews and resources. The fee for this service is **\$200.00** per hour or any part thereof, with a minimum charge of two (2) hours.

b. ____ Dedicated EMS BLS Ambulance Standby

Standby ambulance service, meaning an ambulance with two (2) appropriately licensed medical technicians, both of which at the Emergency Medical Technician-Basic level, will locate themselves at a function or event and will remain dedicated to that event, and will not be available for other routine EMS calls in the area. Dedicated standbys are subject to the availability of SJCEMS crews and resources. The fee for this service is **\$150.00** per hour or any part thereof, with a minimum charge of two (2) hours.

c. ____ Dedicated Non-Transport ALS Standby

Standby non-transport service, meaning a licensed medical technician at the Advanced Emergency Medical Technician level or higher, will locate themselves at a function or event and will remain dedicated to that event, and will not be available for other routine EMS calls in the area. The fee for this service is **\$60.00** per hour or any part thereof, with a minimum charge of two (2) hours.

NOTE: This service does not provide the capability for patient transport, which the technician would coordinate with additional EMS resources, should the need arise.

d. ____ Dedicated Non-Transport BLS Standby

Standby non-transport service, meaning a licensed medical technician at the Emergency Medical Technician-Basic level or higher, will locate themselves at a function or event and will remain dedicated to that event, and will not be available for other routine EMS calls in the area. The fee for this service is **\$50.00** per hour or any part thereof, with a minimum charge of two (2) hours. NOTE: This service does not provide the capability for patient transport, which the technician would coordinate with additional EMS resources, should the need arise.

e. ____ Non-Dedicated ALS Ambulance Standby

Standby ambulance service, meaning an ambulance with two appropriately licensed medical technicians, one of which at least at the level of Advanced Emergency Medical Technician, will locate themselves at a function or event but will remain available for other routine EMS calls in the area. If the ambulance is dispatched to another EMS call, a replacement ambulance/crew will be routed to the event as soon as possible, but consistent coverage is not guaranteed. There is no fee for this service.

NOTE: This service is only available to nonprofit and governmental Service Users.

f. ____ Additional EMS Personnel

One or more appropriately licensed medical technicians supplemental to the above-selected service(s). Rates are respective to the type of personnel, as noted below (indicate quantity):

____ BLS Personnel - **\$50.00** per hour or any part thereof, per personnel

____ ALS Personnel - **\$60.00** per hour or any part thereof, per personnel

____ Supervisor/Management - **\$100.00** per hour or any part thereof, per personnel.

NOTE: This option is only available in conjunction with services “a” through “d” above and must be for the same duration of said service.

2. Due to the call volume of San Juan County Emergency Medical Services, dedicated standby services are subject to the availability of off-duty personnel and availability of reserve ambulances/vehicles. In addition, even if a Service User requests and agrees to the conditions of dedicated standby services, certain extreme, catastrophic, or immediate life-threatening emergencies may still require SJCEMS to utilize technicians and equipment assigned to the dedicated standby. If this occurs during a dedicated standby (with this agreement in place), and a lapse of onsite EMS coverage occurs, another similar resource will be immediately routed to the event as soon as possible.

3. Hourly charges for this service begin from the time the personnel arrive(s) at the designated standby location until it is released from the event, with a two-hour minimum charge per dedicated standby service. SJCEMS reserves the right to waive fees for events if appropriate.

4. Upon completion of dedicated standby services, SJCEMS will bill Service User for costs associated with this agreement, and Service User agrees to pay all fees within thirty (30) days of invoice receipt.

5. SJCEMS reserves the right to refuse any Dedicated Standby Services Agreement submitted by Service User less than thirty (30) days prior to the start time of requested dedicated standby services event.

6. Service User agrees to pay **\$150.00** in addition to hourly standby fees for any event for which the request for dedicated standby services is received by SJCEMS less than 72 hours prior to the start time of the requested dedicated standby service event.

7. This agreement may be cancelled by either party by giving 48 hours advanced written notice.

8. The charges provided for herein reflect only those charges associated with making EMS more readily available to the Service User. In all situations, if a patient is transported and/or treated, normal ambulance billing policies and charges will apply and will be billed to the patient receiving medical services or their designated responsible party.

9. Nothing herein shall be construed to create a higher standard of care on the part of SJCEMS than generally recognized under the laws, rules and regulations set forth by the State of Utah and its Office of Emergency Medical Services.

10. Each party will indemnify and hold the other harmless from any and all claims, actions, liability, and expenses (including costs of judgements, settlements, court costs, and attorney's fees) caused by or resulting from the negligent or intentional acts or omissions of the other party or any employee or contractor of the other party or any failure of the other party to perform any obligation undertaken or any covenant in this agreement. Upon notice from one party to the other, the notified party will have an obligation to resist and defend at its own expense and by counsel reasonably satisfactory to the notifying party, any such claim or action.

11. SJCEMS personnel have no authority to enter into contracts or agreements on behalf of SJCEMS. This agreement does not create a partnership between the parties.

12. Service User agrees to comply with all federal, state, and local laws regarding business permits, certificates and licenses that may be required to carry out the work performed under this agreement.

13. Any notice given in connection with this agreement shall be given in writing. Verbal notice may be given in conjunction with written notice when time does not permit adequate notice of a cancellation of the requested service or change in any part of this agreement. Verbal notice may only be accepted by the San Juan County Emergency Medical Services Director.

14. This agreement may not be assigned, in whole or in part, by Service User.

15. Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of Utah.

16. If any part of this agreement shall be held unenforceable, the rest of the agreement will nevertheless remain in full force and effect.

17. This agreement may be supplemented, amended or revised only in writing by agreements of both parties.

In witness whereof, the parties hereto have executed this agreement on the date first above written.

Service User

San Juan County EMS

Signature

Signature

Printed Name

Printed Name

Title

Title



COMMISSION STAFF REPORT

MEETING DATE: August 19, 2025

ITEM TITLE, PRESENTER: Borrower's Support Grant, Nicole Perkins, Library Director

RECOMMENDATION: Approve

SUMMARY

San Juan County Library System is seeking consideration and approval for a new LSTA (Library Services and Technology Act) Borrower Support Grant which will help fund the cost of postage and other related items incurred through the ILL (Inter-library loan) program for up to \$8894.00 for the contract period of July 1, 2024-June 30 2025.

HISTORY/PAST ACTION

Approved

FISCAL IMPACT

This is a reimbursement grant where all eligible expenditures related to the cost of participating in the ILL (Inter-library program) can be reimbursed from the State Library through Federal funding to the Library System upon receiving related invoices and receipts which potentially saves the Library system expenses of up to \$8894 which is an increase in funding from the last contract period of \$5487.00. Because of this grant in the past, we have been able to offer the ILL (Inter-library Loan) services without any cost to our patrons, except for items that are damaged or lost. These expenses would continue to be the responsibility of the borrowing patron to cover.



STATE OF UTAH

CONTRACT

1. **CONTRACTING PARTIES:** This contract is between the following agency of the State of Utah: **Department of Cultural and Community Engagement, Agency Code: 710, State Library Division**, referred to as **STATE**, and San Juan County Library System, referred to as **GRANTEE**.

San Juan County Library System
25 W 300 S
Blanding, Utah 84511-3829

LEGAL STATUS OF GRANTEE

- () Sole Proprietor
() Non-Profit Corporation
() For-Profit Corporation
(X) Government Agency

Contact Person: Nicole Perkins
Phone Number: (435) 678-2335
Email: nperkins@sanjuancountyut.gov
Vendor ID #06866HK
Commodity Code # 99999

2. **GENERAL PURPOSE OF CONTRACT:** To fund LSTA Borrower Support Grant and provide support for Utah public libraries with a service population of under 25,000 who wish to expand their interlibrary loan services, in accordance with the provisions of Utah Code Annotated, 1953, as amended, Section 9-7-201 (3), Section 9-7-205 (1) (f) and 9-7-205 (2). Project will be completed by GRANTEE as outlined in Grant Application and in accordance with Scope of Work as outlined.
3. **PROCUREMENT:** This contract is entered into as the result of the procurement process on RX# N/A, FY 26, Bid #N/A, a pre-approved sole source authorization (from the Division of Purchasing) SS# N/A, or other method: USL Library Borrower Support Project.
4. **CONTRACT PERIOD:** Effective Date: 07/01/2025 Termination Date: 06/30/2026, unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A. This Agreement must be returned to USL with all required GRANTEE initials and/or signatures by 8/15/2025.
5. **CONTRACT COSTS:** GRANTEE will be paid a maximum of \$ 8894 for eligible interlibrary loan costs authorized by this contract. An "interlibrary loan request" is defined as a request made outside of an established consortium or county system through the OCLC WorldShare platform, in addition to requests for Book Buzz sets made directly to the State Library. This amount is calculated based on the amount of money that was requested/spent last year.
6. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**
Attachment A – Standard Terms & Conditions for Grants
Attachment B – Scope of Work and Special Provisions
Attachment C – Federal Assurances and Certifications

Other Attachments: The following attachments are required for this Contract to comply with the aforementioned LSTA guidelines and are required for submission during project period as outlined. These documents are included in the total documentation for Contract, though received at different times during the effective dates of Contract.

- Final Report

Any conflicts between Attachment A and the other attachments will be resolved in favor of Attachment A.

7. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal

agreement binding on the parties and enforceable in accordance with its terms.

Contract between USL and San Juan County Library System

The parties sign and cause this contract to be executed. This contract is not fully executed until both parties have signed this contract.

GRANTEE

STATE

Director, Manager or Authorized Signatory

Director, State Library Division

N/A Grant
Division of Purchasing

Date

Division of Finance

Agency Contact for questions during the contract process.

Melanie Boyd
Agency Contact

801-715-6769
Phone Number

801.715.6740
Fax Number

mcwainwright@utah.gov
Email

Contract between USL and San Juan County Library System

ATTACHMENT A

STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR GRANTS

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a. **"Contract"** means these terms and conditions, the Contract Signature Page(s), and all other attachments and documents incorporated by reference.
 - b. **"Contract Signature Page(s)"** means the cover page(s) that the State and Grantee sign.
 - c. **"Grantee"** means the individual or entity which is the recipient of grant money from the State. The term "Grantee" includes Grantee's agents, officers, employees, and partners.
 - d. **"Non-Public Information"** means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable state and federal laws. Non-public information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and state laws.
 - e. **"State"** means the State of Utah Department, Division, Office, Bureau, Agency, or other state entity identified on the Contract Signature Page(s).
 - f. **"Grant Money"** means money derived from state fees or tax revenues that is owned, held, or administered by the State.
 - g. **"SubGrantees"** means persons or entities under the direct or indirect control or responsibility of the Grantee, including, but not limited to, Grantee's agents, consultants, employees, authorized resellers, or anyone else for whom the Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including the Grantee's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all acts performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **REQUIRED ACCOUNTING:** Grantee agrees that it shall provide to State the following accounting for all Grant Money received by the Grantee, at least annually, and no later than 60 days after all of the Grant Money is spent:
 - a. a written description and an itemized report detailing the expenditure of the Grant Money or the intended expenditure of any Grant Money that has not been spent; and
 - b. a final written itemized report when all the Grant Money is spent.
 - c. **NOTE: If the Grantee is a non-profit corporation,** Grantee shall make annual disclosures pursuant to the requirements of Utah Code § 51-2a-201.5.
5. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the State to Grantee under this Contract, Grantee's performance of the Contract terms and milestones, and outcomes reported to the State by the Grantee. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, State of Utah and federal auditors, State Entity staff, and/or a party hired by the State access to all records necessary to account for all Grant Money received by Grantee as a result of this contract and to verify that the Grantee's use of the Grant Money is appropriate and has been properly reported.
6. **CONFLICT OF INTEREST:** Grantee represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made to the State.

7. **INDEPENDENT GRANTEE:** Grantee and SubGrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
9. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract.
11. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
12. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any SubGrantees. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Grantee acknowledges that within thirty (30) days of contract award, Grantee must submit proof of certificate of insurance that meets the above requirements.
13. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public documents, and may be available for distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that the Grantee's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.
 - a. **Grantee** may designate certain business information as protected under GRAMA pursuant to Utah Code Section 63G-2-305 and 63G-2-309. It is Grantee's sole responsibility to comply with the requirements of GRAMA as it relates to information regarding trade secrets and information that should be protected under business confidentiality.
14. **PAYMENT:** The acceptance by Grantee of final payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all

liability to the Grantee. The State's payment shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State may have against Grantee.

15. **RECAPTURE:** State shall recapture and Grantee shall repay any Grant Money disbursed to Grantee that is not used by Grantee for the project identified or if the money is used for any illegal purpose.
16. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon the Grantee's use of the funds set forth in this Contract. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.
17. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State.
18. **NON-PUBLIC INFORMATION:** If non-public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Contract; (ii) keep all Non-public Information strictly confidential; and (iii) not disclose any Non-public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-public Information.

Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Grantee shall indemnify, hold harmless, and defend the State, including anyone for whom the State is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Grantee or anyone for whom the Grantee is liable.

Upon termination or expiration of this Contract and upon request by the State, Grantee will return all copies of Non-public Information to the State or certify, in writing, that the Non-public Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

19. **PUBLICITY:** Grantee shall submit to the State for written approval all advertising and publicity matters relating to this Contract. It is within the State's sole discretion whether to provide approval, which must be done in writing.
20. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** If intellectual property is exchanged in return for the funding set forth in this contract, Grantee will indemnify and hold the State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Grantee's liability such limitations of liability will not apply to this section.
21. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Grantee each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing.
22. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
23. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees, incurred in connection with such action.
24. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State, after consultation with the Grantee, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State appoints such an expert or panel, State and Grantee agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

25. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Grantee or limits the rights of the State must be in writing and attached to this Contract or it is rendered null and void.
26. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
27. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
28. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 30 March 2016)

Contract between USL and San Juan County Library System**Contract #**

ATTACHMENT B
SCOPE OF WORK AND SPECIAL PROVISIONS

This Contract is entered into to provide for the cooperative development of local public library services in accordance with the provisions of Utah Code Ann. §§9-7-201(3), 9-7-205(1)(f) and 9-7-205(2) (LexisNexis 2015).

THEREFORE, the parties agree as follows:

1. **This Agreement must be returned to USL with all required GRANTEE initials and/or signatures by 8/15/2025.** Any exceptions must be arranged in writing via email to Patricia Densley, at pdensley@utah.gov.
2. The effective dates of Contract shall be from **07/01/2025** through **06/30/2026**, unless terminated sooner in accordance with the terms and conditions herein.
3. The amount payable to GRANTEE by USL for the performance of activities outlined in this Agreement shall not exceed **\$8894**. This amount is calculated based on the amount of money that was requested/spent last year.
4. This Agreement may be terminated with or without cause by either party with 60 days prior written notice. Upon termination of this Agreement, all accounts and payments for services rendered prior to the termination date will be processed according to established financial procedures. Advanced funds that are not used upon termination must be returned to USL within 30 days of termination date.
5. Communication between Agreement agencies shall be directed to those individuals appointed by each agency. Any information or other correspondence regarding this Agreement shall be forwarded through the designated contact person. These individuals are as follows:

 USL Contact: Melanie Boyd, mcwainwright@utah.gov, 801.715.6740

 GRANTEE Contact: Nicole Perkins, nperkins@sanjuancountyut.gov, (435) 678-2335
6. The Catalog of Federal Domestic Assistance lists the LSTA grant program number as CFDA #45.310.

SCOPE OF WORK

1. Library Services and Technology Act (LSTA) funds will be used to finance approved projects. Approved projects will be required to follow State and Federal guidelines in regards to procurement, expenditure of funds, and reporting standards.
2. The Project Director must create a separate cost center for sub-award (LSTA) funds. LSTA funds may not be placed in an interest-bearing account.
3. The Project Director must set up an accounting system to track expenditures of LSTA, matching, and in-kind funds or services.
4. The GRANTEE must retain electronic copies of all invoices during the grant period. Copies must be complete and legible and be available for submission upon request.
5. The Project Director must read the Grant Administrative Guidelines within one (1) month of the start of the grant period.
6. The Project Director must retain all documentation (either in paper or electronic format) related to the grant project for three (3) years after the completion of the grant.
7. If the Project Director or Financial Officer cannot fulfill their duties through the completion of the grant, the USL Contact must be informed within seven (7) working days.
8. *All spending must be complete by 06/30/2026, as outlined in Grant Application and final Grant Funding, reimbursement requests must be submitted by 7/6/2026.*

9. Final Report (including final budget information) is due to USL on or before **7/6/2026**.

Contract between USL and San Juan County Library System

10. Funds may be requested for reimbursement by submitting a LSTA Request for Reimbursement of Expenditures form found at <https://cce.my.salesforce-sites.com/usl/> with the associated documentation as needed throughout the Grant period.

SPECIAL PROVISIONS

USL agrees to the following:

1. USL will provide digital marketing materials to the GRANTEE for the purpose of promoting the service to their patrons.
2. USL will reimburse GRANTEE expenses as soon as possible after acceptable documentation is received.
3. USL will provide training to GRANTEE on ILL systems and other technical support.
4. Payments by USL under this Agreement are subject to the appropriation of such funds.

GRANTEE agrees to the following:

1. GRANTEE will review grant administrative guidelines and ensure adherence to said guidelines.
2. GRANTEE will provide priority interlibrary loan service to its patrons at no charge.
3. GRANTEE will mark all returned ILL items as "Library Mail" to take advantage of reduced postage rates.
4. GRANTEE will promote the services to patrons via social media and all other advertising channels at their disposal.
5. GRANTEE will submit requested report at the end of the grant period.
6. GRANTEE will submit requests for reimbursement for allowable expenses only. (See Allowable Expenses below.)
7. GRANTEE will ensure at least 24 loan requests are completed each year to receive these grant funds. Libraries not getting at least 24 loans will not be reimbursed for their ILL expenses.
8. GRANTEE will also ensure that The Utah State Library Division, Department of Cultural and Community Engagement, is acknowledged in all related publications and activities supported with LSTA grant funds. A combined acknowledgement statement may read: "This program was funded in part through a grant from Utah State Library Division, Department of Cultural and Community Engagement, and from the Institute of Museum and Library Services which administers the Library Services and Technology Act." Please use this combined statement in your publications and activities.

OTHER INFORMATION:

The links for the Final Report will be emailed to project directors. Grant Administrative Guidelines can be found at https://drive.google.com/file/d/11zQsXB3Dv_LrjLhuNe26E0YMbh4Kwu/view.

Allowable Expenses

- Postage to return requested materials.
- Boxes and mailing envelopes to return requested materials.
- Mailing labels for materials requested
- Staff time to process these requests may also be an allowable expense if the requests are requiring time outside of normally scheduled staff hours. Please contact the Grants Coordinator, Melanie Boyd (mcwainwright@utah.gov) if you need to use these grant funds to cover staff time.

ATTACHMENT C

FEDERAL ASSURANCES AND CERTIFICATIONS

These pages are required by the Institute of Museum and Library Services (IMLS), the federal agency that oversees LSTA and ARPA funding. By signing this contract, GRANTEE agrees to comply with the following.

As a federal agency, the Institute of Museum and Library Services (IMLS) is required to obtain from all applicants certifications, including those regarding Nondiscrimination, Debarment and Suspension, Federal Debt Status, and Drug-Free Workplace. Applicants requesting more than \$100,000 in grant funds must also certify regarding lobbying activities and may be required to submit a "Disclosure of Lobbying Activities" form (Standard Form LLL). All State Library Administrative Agencies (SLAAs) receiving Library Services and Technology Act (LSTA) funding under 20 U.S.C. § 9121 et seq. must comply with applicable statutes and regulations including but not limited to those cited below. To receive federal assistance, all applicants must provide this signed Statement of Assurances and Certifications.

These assurances are given in connection with any and all financial assistance from IMLS after the date this form is signed but may include payments after this date for financial assistance approved prior to this date. These assurances shall obligate the applicant for the period during which the federal financial assistance is extended. The applicant recognizes and agrees that any such assistance will be extended in reliance on the representations and agreements made in these assurances and that the United States Government has the right to seek judicial enforcement of these assurances, which are binding on the applicant, its successors, transferees, and assignees, and on the authorized representative whose signature appears on the application form.

Legal Authority and Capability

Pursuant to 20 U.S.C. § 9122(5), the authorized representative, on behalf of the SLAA, provides assurance that the SLAA has the fiscal and legal authority and capability to administer all aspects of the LSTA subchapter of 20 U.S.C. §§ 9121–9141, that it will establish the State's policies, priorities, criteria, and procedures necessary for the implementation of all programs under that subchapter (including the development of a State Plan), and that it will submit copies of these materials for approval as required by regulations promulgated by the Director of IMLS.

Internet Safety

Pursuant to 20 U.S.C. § 9134(b)(7), the authorized representative, on behalf of the SLAA, provides assurance that the SLAA will comply with 20 U.S.C. § 9134(f), which sets out standards relating to Internet Safety for public libraries and public elementary school and secondary school libraries that do not receive services at discount rates under 47 U.S.C. § 254(h)(6), and for which IMLS State Program funds are used to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet.

Each SLAA must assure IMLS that no funds made available under the Grants to States Program for a public library or public elementary or secondary school library that does not receive E-rate services will be used to purchase computers used to access the Internet, or to pay for the direct costs of accessing the Internet, unless the library has certified compliance with the applicable CIPA requirements.

State Plan

Pursuant to 20 U.S.C. § 9134(b)(8), the authorized representative, on behalf of the SLAA, provides assurance that the SLAA will make reports, in such form and containing such information, as the Director may reasonably require to carry out 20 U.S.C. §§ 9121–9141 and to determine the extent to which funds provided under it have been effective in carrying out the purposes in 20 U.S.C. § 9121.

Federal Funding Accountability and Transparency Act

The SLAA agrees that it will comply with the Federal Funding Accountability and Transparency Act of 2006 (FFATA or Transparency Act), Pub. L. 109-282, 120 Stat. 1186, amended by Government Funding Transparency Act of 2008, Pub. L. 110-252, § 6202(a), 122 Stat. 2387 (implemented at 2 C.F.R. Part 170). In particular, this means reporting on subawards and executive compensation. (See also 2 C.F.R. § 200.300(b)

and www.fsrs.gov.) With respect to FFATA, the SLAA agrees that it will comply with the award term in Appendix A. The SLAA further provides assurance that it will comply with all other applicable federal statutes and regulations and OMB circulars in effect for the periods for which it receives grant funding.

Nondiscrimination

The authorized representative, on behalf of the SLAA, certifies that the SLAA will comply with the following nondiscrimination statutes and their implementing regulations: Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000a et seq., which prohibits discrimination on the basis of race, color, or national origin (note: as clarified by Executive Order Number 13166, the applicant must take reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to the applicant's programs, see Institute of Museum and Library Servs.; Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 68 Fed. Reg. 47099 (Aug. 7, 2003))¹; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 et seq., including § 794, which prohibits discrimination on the basis of disability (note: IMLS applies the regulations in 45 C.F.R. Part 1181 in determining compliance with section 504 as it applies to recipients of federal assistance)²; Title IX of the Education Amendments of 1972, as amended, (20 U.S.C. §§ 1681 et seq.), which prohibits discrimination on the basis of sex in education programs; The Age Discrimination in Employment Act of 1975, as amended, 42 U.S.C. §§ 6101 et seq.), which prohibits discrimination on the basis of age; and The requirements of any other nondiscrimination statute(s) which may apply to the application.

Debarment and Suspension

The SLAA will comply with 2 C.F.R. Part 3185 and 2 C.F.R. Part 180, as applicable. The authorized representative, on behalf of the SLAA, certifies to the best of his or her knowledge and belief that neither the SLAA nor any of its principals for the Five-Year Plan: are presently excluded or disqualified; have been convicted of, or been assessed a civil judgment for, any of the offenses listed in 2 C.F.R. § 180.800(a) within the preceding three years; are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default. Where the SLAA is unable to certify to any of these statements, the authorized representative, on behalf of the applicant, shall attach an explanation to the application.

The SLAA, as a primary-tier participant, is required to comply with 2 C.F.R. Part 180, subpart C (Responsibilities of Participants Regarding Transactions Doing Business with Other Persons) as a condition of participation in the award. The SLAA is also required to communicate the requirement to comply with 2 C.F.R. part 180 (Subpart C) (Responsibilities of Participants Regarding Transactions Doing Business with Other Persons) to persons at the next lower tier with whom the applicant enters into covered transactions.

As noted in the preceding paragraph, SLAAs who plan to use IMLS awards to fund contracts should be aware that they must comply with the communication and verification requirements set forth in the above Debarment and Suspension provisions.

Federal Debt Status

The authorized representative, on behalf of the SLAA, certifies to the best of his or her knowledge and belief that the applicant is not delinquent in the repayment of any federal debt, including but not limited to unpaid federal tax liability.

Drug-Free Workplace

The authorized representative, on behalf of the SLAA, certifies, as a condition of the award, that the SLAA will or will continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. Part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the SLAA must comply with drug-

free workplace requirements in Subpart B of 2 C.F.R. Part 3186, which adopts the Governmentwide implementation (2 C.F.R. Part 182) of Sections 5152–5158 of the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 8101–8106. This includes, but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace; and identifying (either at the time of application or upon award, or in documents kept on file in the recipient's offices) all known workplaces under federal awards.

Trafficking in Persons

The authorized representative, on behalf of the SLAA, certifies, as a condition of the award, that the applicant will comply with the trafficking in persons requirements that are set out in Appendix B.

Prohibitions Against Lobbying, Publicity, and Propaganda

In accordance with federal appropriations law, no IMLS funds may be used for publicity or propaganda purposes for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any state or local legislature or legislative body, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government. No IMLS funds may be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the Congress or any state government, state legislature, or local legislature or legislative body.

Certification Regarding Lobbying Activities

(Applies to applicants requesting funds in excess of \$100,000, see 31 U.S.C. § 1352.)

The authorized representative certifies, to the best of his or her knowledge and belief, that:

no federally appropriated funds have been paid or will be paid, by or on behalf of the authorized representative, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; if any funds other than federal appropriated funds have been paid or will be paid to any person (other than a regularly employed officer or employee of the applicant, as provided in 31 U.S.C. § 1352) for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the authorized representative shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and the authorized representative shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance is placed when the transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Criminal Disclosures and Reporting of Matters Related to Recipient Integrity and Performance

As a non-federal entity, the SLAA must disclose, in a timely manner, in writing to IMLS, or to the pass-through entity if you are a subrecipient or contractor, all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. (See also 2 C.F.R. § 200.113 and 2 C.F.R. Part 3185.)

Acknowledgement of IMLS Support

All materials publicizing or resulting from grant activities must contain an acknowledgement of IMLS support, unless IMLS advises otherwise. This includes invitations, brochures, and signage; audio/video programming for radio, television, or web broadcast; and websites, social media, PowerPoint presentations, and email announcements. (See Grantee Communications Kit, available at www.imls.gov, for specific guidance.)

The type of recognition varies according to the type of activity. Please use the following guidelines for acknowledgment: Written materials must include a credit line indicating IMLS as a source of support. Graphic items such as posters or brochures should include the IMLS logo (see Grantee Communications Kit, available at www.imls.gov) displayed in accordance with the Logo Standards Guide.

Online products, digital publications, and websites should include links to the IMLS website, www.imls.gov. Audio/video broadcasts must include a tagline indicating IMLS as a source of support. Video broadcasts should display the IMLS logo. In materials that contain or present substantive project content, such as an exhibition, article, catalogue, or other publication; video documentary; or online exhibition or website, the acknowledgment must also include the following statement: "The views, findings, conclusions or recommendations expressed in this [publication/program/exhibition/website/article] do not necessarily represent those of the Institute of Museum and Library Services." If you have any questions about whether your product requires this statement, contact the IMLS Office of Communications.

Acknowledgement of Federal Support

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving IMLS-appropriated funding, including but not limited to state and local governments and recipients of federal research grants, shall clearly state: the percentage of the total costs of the program or project which will be financed with federal money; the dollar amount of federal funds for the project or program; and the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

General Certification

The authorized representative, on behalf of the SLAA, certifies that the SLAA will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing this program.

Certifications Required for Certain Projects

The following certifications are required if applicable to the project for which an application is being submitted. Applicants should be aware that additional federal certifications, not listed below, might apply to a particular project.

Native American Human Remains and Associated Funerary Objects

The authorized representative, on behalf of the SLAA, certifies that the SLAA will comply with the provisions of the Native American Graves Protection and Repatriation Act of 1990 (25 U.S.C. § 3001 et seq.), which applies to any organization that controls or possesses Native American human remains, associated funerary objects and/or cultural items and which receives federal funding, even for a purpose unrelated to the Act.

Historic Properties

The authorized representative, on behalf of the SLAA, certifies that the SLAA will assist the awarding agency in ensuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 306101, Executive Order Number 11593, and any related applicable preservation laws.

Environmental Protections

The authorized representative, on behalf of the SLAA, certifies that the SLAA will comply with environmental standards, including the following: Institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. § 4321 et seq.) and Executive Order Number 11514; Notification of violating facilities pursuant to Executive Order Number 11738; Protection of wetlands pursuant to Executive Order Number 11990, as amended by Executive Order Number 12608; Evaluation of flood hazards in floodplains in accordance with Executive Order Number 11988, as amended (see Executive Order No. 12148); Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. § 1451 et seq.); Conformity of federal actions to State (Clean Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. § 7401 et

seq.); Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. § 300f et seq.); and Protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. § 1531 et seq.). The authorized representative, on behalf of the SLAA, certifies that the project will comply with the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. § 1271 et seq.), related to protecting components or potential components of the national wild and scenic rivers system. The authorized representative, on behalf of the SLAA, certifies that the SLAA will comply with the flood insurance purchase requirements of the National Flood Insurance Act of 1968, as amended, 42 U.S.C. § 4001 et seq.), which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more, or as otherwise designated.

Research on Human Subjects

The authorized representative, on behalf of the SLAA, certifies that the SLAA will comply with 45 C.F.R. Part 46 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

Research on Animal Subjects

The authorized representative, on behalf of the SLAA, certifies that the SLAA will comply with the Animal Welfare Act, as amended, 7 U.S.C. § 2131 et seq.), pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.



COMMISSION STAFF REPORT

MEETING DATE: August 19, 2025

ITEM TITLE, PRESENTER: Consideration and Approval of Letter of Support for Treatment of Unhealthy Forest Lands, Nick Sandberg, Public Lands Coordinator

RECOMMENDATION: Approve and sign letter

SUMMARY

Garfield County's national forest lands have areas of dead timber, the result of insect infestations and/or disease and prolonged drought. These areas of unhealthy forest conditions create a potential for catastrophic wildfire, create a blight on scenic qualities and provide very little protection for watersheds. A local business there has tried unsuccessfully to get USFS approval to harvest this dead timber. Garfield Commissioner Pollock is scheduled to meet with the Forest Service Chief to try to get action by the agency to treat these unhealthy forest areas using all feasible methods available including local business contracts. Garfield County has requested that our county and others support its concerns and efforts with a letter of support. San Juan County forest lands have some areas of similar unhealthy conditions. The attached letter notes our similar concerns and supports Garfield's efforts encouraging treatments along with the creation of jobs. If you approve this letter, it would be carried by Commissioner Pollock to the Forest Chief and used in his efforts to secure action by the Forest Service.

HISTORY/PAST ACTION

None

FISCAL IMPACT

Unknown

**SAN JUAN COUNTY COMMISSION**

Item 13.

| | |
|---------------|---------------|
| Silvia Stubbs | Chair |
| Lori Maughan | Vice-Chair |
| Jamie Harvey | Commissioner |
| Mack McDonald | Administrator |

August 19, 2025

Tom Schulz, Chief
U.S. Forest Service
1400 Independence Ave., SW
Washington, D.C. 20250-0003

Dear Mr. Schulz:

We are writing this letter to express our concern for the unhealthy condition of some areas of the Manti-LaSal National Forest in our county and to support similar concerns of other Utah counties.

In our county of 5.2 million acres, national forest lands make up approximately 450,000 acres (9%) of that total acreage. While this percentage of total county acres is comparatively small, these forest acres are critical to local watersheds that produce the water supply for the county's main cities and towns as well as the city of Moab in adjacent Grand County as well as irrigation water for agricultural lands. And, of course, these lands provide for a variety of multiple uses and values characteristic of many western states' national forests including livestock grazing, mining, logging, woodland product use, wildlife habitat, cultural resources, Native American uses, various recreation activities as well as air quality, soil and watershed resources and scenic values. As with most national forests in Utah, local communities consider forest lands their backyards which become part of local culture and lifestyle where residents as well as visitors can enjoy an 'escape to nature' and conduct a variety of outdoor activities including camping, picnicking, sightseeing, recreational driving, hiking, hunting, fishing and enjoying solitude.

Some of these forest lands have dead or dying stands of conifers and aspen the result of insect and disease infestations and prolonged drought. These dead or dying stands create a potential wildfire hazard as well as a blight to the scenic qualities of the area and do little to protect watersheds.

While the local forest districts staffs have made efforts to reduce the potential for wildfire in some areas with vegetation treatments and prescribed understory burns, we are unaware of any efforts to manage stands of dead timber.

We understand that some of our neighboring counties have similar unhealthy forest conditions. In Garfield County, a local business has proposed harvest of dead stands to be processed in a local sawmill or used as material for soil mulch. However, they have not been able to get Forest Service approval. Our county forests may offer similar product sources for potential use thereby creating jobs, helping to reduce wildfire risk and improve watershed conditions.

We urge you to accelerate efforts by your agency to use all practical methods available to restore our forests to a healthy condition. We look forward to working with your agency in these efforts.

Sincerely,

Silvia Stubbs
Commission Chair

cc: PLPCO
Garfield Commission



COMMISSION STAFF REPORT

MEETING DATE: August 19, 2025

ITEM TITLE, PRESENTER: Consideration and approval of the Integrated Viral Hepatitis Surveillance and Prevention - San Juan County Amendment 4, presented by Mike Moulton, Public Health Interim Director

RECOMMENDATION: Approval

SUMMARY

The purpose of this amendment is to increase the contract funding by \$1,498.00 for the period May 1, 2025, to April 30, 2026.

This contract provides federal funding to aid in the identification, investigation, and response to cases of acute Hepatitis A, Hepatitis B, and Hepatitis C according to the State disease plan.

HISTORY/PAST ACTION

Commission approval of the initial contract.

FISCAL IMPACT

The original amount of \$3,497.00 is being increased by \$1,498.00 in federal funds. New total funding is \$4,995.00.



Utah Department of
Health & Human Services

**UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES
CONTRACT AMENDMENT**

PO Box 144003, Salt Lake City, Utah 84114
288 North 1460 West, Salt Lake City, Utah 84116

2116014

Department Log Number

212702420

State Agreement ID

1. **CONTRACT NAME:** The name of this contract is Integrated Viral Hepatitis Surveillance and Prevention - San Juan County Amendment 4.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DHHS) and San Juan County (CONTRACTOR).

PAYMENT ADDRESS

San Juan County
735 S 200 W, Ste 2
Blanding, UT 84511

MAILING ADDRESS

San Juan County
735 S 200 W, Ste 2
Blanding, UT 84511

Vendor ID: 06866HL

Commodity Code: 99999

3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendment is to increase the contract amount and to replace Attachment A: Scope of Work.
4. **CHANGES TO CONTRACT:**
 1. The agreement amount is changed. The original amount was \$3,497.00. The funding amount will be increased by \$1,498.00 in federal funds. New total funding is \$4,995.00.
 2. Attachment A: Scope of Work replaced Attachment A: Scope of Work. The document title is changed, and Article "II" Funding, Section A. is changed and A.6. is added.

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0.00 %

Federal Funds

| Funding Amount | Award Number | Assistance Listing Number | Assistance Listing Title | Federal Program Name | Federal Awarding Agency | Federal Award Identification Number | Federal Award Date |
|----------------|-------------------------|---------------------------|--|---|--|-------------------------------------|--------------------|
| \$1,498.00 | 6 NU51PS005170-05-01 | 93.270 | Adult Viral Hepatitis Prevention and Control | Integrated Viral Hepatitis Surveillance and Prevention Funding for Health Departments | Centers for Disease Control and Prevention Office of Financial Resources | NU51PS005170 | 06/18/2025 |

All other conditions and terms in the original contract and previous amendments remain the same.

5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 05/01/2025 .
 6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
 - A. All other governmental laws, regulations, or actions applicable to services provided herein.
 - B. All Assurances and all responses to bids as provided by the CONTRACTOR.
 7. This contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.
-

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Contract with Utah Department of Health & Human Services and San Juan County , Log # 2116014

IN WITNESS WHEREOF, the parties enter into this agreement.

Signature

Signed by: _____

Jamie Harvey
County Commission Chair

Date Signed: _____

Attachment A: Scope of Work
Integrated Viral Hepatitis Surveillance and Prevention – San Juan County
Amendment 4

I. DEFINITIONS:

- A. "Bloodborne pathogen testing" means HCV NAT and/or HBsAg testing.
- B. "Case" means any individual identified as being currently infected with hepatitis B virus or hepatitis C virus through positive hepatitis B virus or hepatitis C virus laboratory testing.
- C. "Case-contact" means any person identified by an acute HCV or HBV case with reported behavioral risk factors.
- D. "HAV" means hepatitis A virus.
- E. "HBV" means hepatitis B virus.
- F. "HCV" means hepatitis C virus.

II. FUNDING:

- A. New total funding is \$4,995.00.
 - 1. \$1,156.00 for the period May 1, 2021 to April 30, 2022.
 - 2. \$843.00 for the period May 1, 2022 to April 30, 2023.
 - 3. \$1,498.00 for the period May 1, 2023 to April 30, 2024.
 - 4. Funding is reduced by \$1,498.00 for the period May 1, 2023 to April 30, 2024.
 - 5. \$1,498.00 for the period May 1, 2024 to April 30, 2025.
 - 6. \$1,498.00 for the period May 1, 2025 to April 30, 2026.
- B. This is a Cost Reimbursement contract. DHHS agrees to reimburse the Grantee up to the maximum amount of the contract for expenditures made by the Grantee directly related to the program.
- C. The Federal funds provided under this agreement are from the Federal Program and award as recorded on Page 1 of the contract.
- D. Pass-through Agency: Utah Department of Health and Human Services.
- E. Number assigned by the Pass-through Agency: State Contract Number, as recorded on Page 1 of the Contract.

III. INVOICING:

- A. In addition to the contract's General Provisions, the Grantee shall include a column for the funding source in the Monthly Expenditure Report.
- B. The Grantee shall include the following column and report expenditures within the column in the Monthly Expenditure Report.
 - 1. Integrated Viral Hepatitis Surveillance and Prevention

IV. PROGRAM CONTACT:

- A. The day-to-day operations and dispute contact is Amelia Salmanson, asalmanson@utah.gov, (385) 249-7169.

V. RESPONSIBILITIES OF GRANTEE:

A. The Grantee shall:

1. Identify, investigate, and respond to cases of acute HAV, HBV, and HCV according to disease plan:
 - a. Hepatitis A (<https://epi.health.utah.gov/wp-content/uploads/Hepatitis-A-Disease-Plan-Updates-to-Required-Fields.pdf>);
 - b. Hepatitis B (<https://epi.health.utah.gov/wp-content/uploads/Hepatitis-B-and-D-Disease-Plan.pdf>); and
 - c. Hepatitis C (<https://epi.health.utah.gov/wp-content/uploads/Hepatitis-C-Disease-Plan.docx-5.pdf>).
2. Follow project activity guidance documents provided by DHHS during acute HBV and HCV case and case-contact investigations.
3. Follow project activity guidance to provide disease prevention education, harm reduction services and/or referrals, and other referrals to care as needed to acute HBV and HCV cases and case contacts.
4. Attend >50% of Viral Hepatitis Elimination Committee meetings and support viral hepatitis elimination activities.
5. Identify and provide project activity improvements to DHHS.
6. Upon request, the Grantee will provide to DHHS a detailed budget within 30 days of the request.

VI. RESPONSIBILITIES OF DHHS:

A. DHHS shall:

1. Provide technical support to the Grantee, upon request.
2. Provide HAV, HBV, and/or HCV training to Grantee, upon request.

VII. OUTCOMES:

The desired outcome of this contract is:

- A. Residents of the Grantee's jurisdiction will experience reduced community transmission of hepatitis A, B, and C.
 1. Performance Measures:
 - a. The number of acute hepatitis A, B, and C case investigations conducted within the Grantee's jurisdiction.
 2. Reporting:
 - a. Monthly UT-NEDSS (EpiTrax) completed case reporting.



COMMISSION STAFF REPORT

MEETING DATE: August 19, 2025

ITEM TITLE, PRESENTER: Consideration and approval of the San Juan County - Immunizations – 2019 Amendment 6, presented by Mike Moulton, Public Health Interim Director

RECOMMENDATION: Approval

SUMMARY

The purpose of this amendment is to increase the contract funding by \$8,465.00 in federal funds *and* \$15,651.57 in state funds.

This funding will support the San Juan Public Health in developing a one-year Immunization Action Plan aimed at increasing vaccination rates across all age groups, including infants, children, adolescents, adults, and vulnerable populations. It will also enhance perinatal hepatitis B prevention efforts and support participation in national immunization awareness campaigns.

HISTORY/PAST ACTION

Commission approval of the initial contract.

FISCAL IMPACT

The original amount of \$140,269.00 is being increased by \$24,116.57. New total funding is \$164,384.57.



Utah Department of
Health & Human Services

**UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES
AGREEMENT AMENDMENT**

PO Box 144003, Salt Lake City, Utah 84114
288 North 1460 West, Salt Lake City, Utah 84116

1915812

Department Log Number

192701007

State Agreement ID

1. AGREEMENT NAME: The name of this contract is San Juan County - Immunizations - 2019 Amendment 6.
2. PARTIES: This amendment is between the Utah Department of Health & Human Services (DEPARTMENT) and San Juan County.

PAYMENT ADDRESS

San Juan County
735 S 200 W, Ste 2
Blanding, UT 84511

MAILING ADDRESS

San Juan County
735 S 200 W, Ste 2
Blanding, UT 84511

Vendor ID: 06866HL

Commodity Code: 99999

3. PURPOSE OF AMENDMENT: The purpose of this amendment is to increase the contract amount, and replace Attachment A.
4. CHANGES TO AGREEMENT:
 1. The contract amount is being changed. The original amount was \$140,268.00. The funding amount will be increased by \$8,465.00 in federal funds. The funding amount will be increased by \$15,651.57 in state funds. New total funding is \$164,384.57.

2. Attachment A, effective July 1, 2025, is replacing Attachment A, which was effective July 2024.

The document title is changed;

Article "II" Definitions, Section C., is changed;

Article "III" Funding, Section A., is changed and A.7., is added;

Article "V" Responsibilities of Grantee, Sections A.1.f) and B., are changed;

Article "VI" Reports, Section A., is changed;

Article "VII" Responsibilities of DHHS, Section C., is changed; and

Article "VIII" Outcomes, Section A., is changed.

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0.00 %

Federal Funds

| | | | |
|----------------------------------|---|--|----------------------|
| Federal Program Name | Immunization and Vaccines for Children | Award Number | 6 NH23IP922580-05-04 |
| Federal Awarding Agency | Department of Health and Human Services, Centers for Disease Control and Prevention | Federal Award Identification Number | NH23IP922580 |
| Assistance Listing Title | Immunization Cooperative Agreements | Federal Award Date | 06/25/2019 |
| Assistance Listing Number | 93.268 | Funding Amount | \$8,465.00 |

State Funds

| | | | |
|-----------------------|-------------|--------------------|------|
| Funding Amount | \$15,651.57 | Fiscal Year | 2026 |
|-----------------------|-------------|--------------------|------|

All other conditions and terms in the original agreement and previous amendments remain the same.

5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 07/01/2025 .

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Contract with Utah Department of Health & Human Services and San Juan County , Log # 1915812

IN WITNESS WHEREOF, the parties enter into this agreement.

Signature

Signed by: _____

Silvia Stubbs
Commission Chair

Date Signed: _____

Attachment A: Special Provisions
San Juan County - Immunizations - 2019 - Amendment 6

I. GENERAL PURPOSE:

- A. The general purpose of this contract is to provide immunization services.

II. DEFINITIONS:

- A. "CDC" means The Centers for Disease Control and Prevention.
 B. "EpiTrax" means State of Utah disease reporting system.
 C. "Healthy People 2030" means federal health indicators and goals to increase immunization rates and reduce preventable infectious disease.
 D. "PIO" means Public Information Officer.
 E. "SMART" means specific, measurable, attainable, realistic and timely.

III. FUNDING:

- A. New total funding is \$164,384.57.
1. \$22,569.00 for the period July 1, 2019 to June 30, 2020.
 - a) \$5,642.00 for the period July 1, 2019 to September 30, 2019.
 - b) Up to \$11,285.00 for the period July 1, 2019 to December 31, 2019.
 - c) Up to \$16,927.00 for the period July 1, 2019 to March 30, 2020.
 - d) Up to \$22,569.00 for the period July 1, 2019 to June 30, 2020.
 2. \$22,569.00 for the period July 1, 2020 to June 30, 2021 with the following allowable amounts for each incremental period based on unused available funds.
 - a) \$5,642.00 for the period July 1, 2020 to September 30, 2020.
 - b) Up to \$11,285.00 for the period July 1, 2020 to December 31, 2020.
 - c) Up to \$16,927.00 for the period July 1, 2020 to March 30, 2021.
 - d) Up to \$22,569.00 for the period July 1, 2020 to June 30, 2021.
 3. \$22,569.00 for the period July 1, 2021 to June 30, 2022 with the following allowable amounts for each incremental period based on unused available funds.
 - a) \$5,642.00 for the period July 1, 2021 to September 30, 2021.
 - b) Up to \$11,285.00 for the period July 1, 2021 to December 31, 2021.
 - c) Up to \$16,927.00 for the period July 1, 2021 to March 30, 2022.
 - d) Up to \$22,569.00 for the period July 1, 2021 to June 30, 2022.
 4. \$22,569.00 for the period July 1, 2022 to June 30, 2023 with the following allowable amounts for each incremental period based on unused available funds.
 - a) \$5,642.00 for the period July 1, 2022 to September 30, 2022.
 - b) Up to \$11,285.00 for the period July 1, 2022 to December 31, 2022.
 - c) Up to \$16,927.00 for the period July 1, 2022 to March 30, 2023.
 - d) Up to \$22,569.00 for the period July 1, 2022 to June 30, 2023.
 5. \$24,996.00 for the period July 1, 2023 to June 30, 2024 with the following allowable amounts for each incremental period based on unused available funds.
 - a) \$6,249.00 for the period July 1, 2023 to September 30, 2023.
 - b) Up to \$12,498.00 for the period July 1, 2023 to December 31, 2023.

- c) Up to \$18,747.00 for the period July 1, 2023 to March 30, 2024.
 - d) Up to \$18,747.00 for the period July 1, 2023 to June 30, 2024.
 - 6. \$24,996.00 for the period July 1, 2024 to June 30, 2025 with the following allowable amounts for each incremental period based on unused available funds.
 - a) \$6,249.00 for the period July 1, 2024 to September 30, 2024.
 - b) Up to \$12,498.00 for the period July 1, 2024 to December 31, 2024.
 - c) Up to \$18,747.00 for the period July 1, 2024 to March 30, 2025.
 - d) Up to \$24,996.00 for the period July 1, 2024 to June 30, 2025.
 - 7. \$24,116.57 for the period July 1, 2025 to June 30, 2026 with the following allowable amounts for each incremental period based on unused available funds.
 - a) \$6,029.14 for the period July 1, 2025 to September 30, 2025.
 - b) Up to \$12,058.29 for the period July 1, 2025 to December 31, 2025.
 - c) Up to \$18,087.43 for the period July 1, 2025 to March 30, 2026.
 - d) Up to \$24,116.57 for the period July 1, 2025 to June 30, 2026.
 - B. The Federal funds provided under this agreement are from the Federal Program and award as recorded on Page 1 of the contract.
 - C. Pass-through Agency: Utah Department of Health and Human Services.
 - D. Number assigned by the Pass-through Agency: State Contract Number, as recorded on Page 1 of the Contract.
- IV. DHHS CONTACT:
- A. The day to day operations and dispute contact is Rich Lakin, rlakin@utah.gov, (801) 554-9827.
- V. RESPONSIBILITIES OF GRANTEE:
- A. For the Immunization Action Plan, the Grantee shall;
 - 1. Develop a one-year Immunization Action Plan with a minimum of three measurable objectives that identify the priority, achievable and affordable activities that the best available evidence indicates, improvise and sustains vaccination coverage level for all residents of the jurisdiction among: infants/children, adolescents, adults and special population.
 - a) Include the rationale for choosing the objectives and activities;
 - b) Implement, conduct and monitor outcomes for each objective and activity;
 - c) Activities shall focus on low and lagging vaccination coverage levels for the population identified;
 - d) Develop objectives using the SMART format;
 - e) New objectives shall not be repeated from the previous five-year grant project period and from the past year;
 - f) New objectives shall correlate with the immunization's goals in the Utah health improvement plan 2023– 2028; and
 - g) Designate and identify a staff member to act as the local Immunization Coordinator who is the primary contact with DHHS.
 - B. For Perinatal Hepatitis B, the Grantee shall;

1. Designate and identify a staff member to act as the local Hepatitis B Coordinator who conducts case management, follow-up and data reporting/entry into EpiTrax; and
 2. Comply with Utah Department of Health and Human Services, Perinatal Hepatitis B Prevention Program Guidelines, July 2023.
- C. For Media, the Grantee shall;
1. Develop an immunization media plan in coordination with the local Nursing Director, Immunization Coordinator, and local immunization coalitions;
 2. Include the National public awareness immunization campaigns such as the National Infant/Toddler Immunization (April); Utah Adolescent Immunization Awareness (May); Back to School/College (July/August); and Utah Adult Immunization Awareness Month (October). The media plan for adult immunization awareness shall be comprehensive and shall not focus solely on influenza vaccine awareness;
 3. Target the following mixed audience demographic;
 - a. Parents of infants and young children (women 18-35) (National Infant Immunization Week and Back to School);
 - b. Parents of adolescents (adults 25-54) (Adolescent Week and Back to School);
 - c. Older adults 50+ (Utah Adult Immunization Month, October).
 4. The PIO shall secure media buys based on the media plan that may include TV, radio, web streaming, and/or print media.
 - a. Allowable costs may include: production and air times, banners and flyers used to advertise specific events or clinics;
 - b. PIO coordinates media buys with PIOs in adjacent local health department jurisdictions that may share media outlets (example radio, newspaper) to maximize the use of media funds.
- D. For Intergenerational Poverty:
1. In an effort to support families who are experiencing intergenerational poverty and who desire to break the cycle for themselves and their children, the GRANTEE will reach out directly to families who self-identify or who have signed formal releases of consent to have their information shared with local health departments and other state agencies to be informed of resources and programs available that will promote positive health outcomes for themselves and their children.

VI. REPORTS:

The Grantee shall:

- A. Ensure all information for each mother and infant birth is fully complete in EpiTrax and follow all established CDC required protocols for case management contained in the Utah Perinatal Hepatitis B Prevention Guidelines and Healthy People 2030 Objectives;
- B. Submit Perinatal Hepatitis B Case information to EpiTrax perinatal component within 30 days of a client's identification of Hepatitis B;
- C. Submit each item no later than the due date;

Report Title

Due Date

1. LHD Immunization Activity Implementation Plan

August 1 of each year

- Objective & Activities
- 2. Budget
- 3. Final Report for Previous Year's Immunization Activity July 31 of each year
Implementation Plan
- 4. Immunization Media Campaign Report August 1 of each year
- 5. Coordinator Report August 1 of each year
- D. Include the following data elements in LHD Immunization Activity Implementation Plan Objective & Activity report;
 - 1. Grantee name;
 - 2. Reporting period, e.g. July 1, 2019 to June 30, 2020;
 - 3. Report completed by, phone number and email address;
 - 4. Nursing Director name, signature and date;
 - 5. Objective number 1, 2, and 3. E.g. Objective 1, Objective 2 and Objective 3;
 - 6. New or baseline data, select one;
 - 7. Activity name and description;
 - 8. Evaluation measures;
 - 9. Timeline.
- E. Include the following data elements in the Budget;
 - 1. Grantee name;
 - 2. Reporting period, e.g. July 1, 2019 to June 30, 2020;
 - 3. Report completed by, phone number and email address;
 - 4. Nursing Director name, signature and date;
 - 5. Funding and Revenue (title);
 - a. Grantee funding and amount;
 - b. Media and amount;
 - c. Perinatal and amount;
 - d. Total and amount.
 - 6. Expenses (title);
 - a. Personnel – Immunization Coordinator name and amount;
 - b. Personnel – Hepatitis B Coordinator name and amount;
 - c. Fringe benefits, rate as a percent of salary and amount;
 - d. Travel – Instate, number of miles at \$0.38 each mile and amount;
 - e. Travel – Instate, lodging, meals, etc., and amount;
 - f. Travel - Out of state amount. Includes: travel, lodgings, meals, registration, etc.;
 - g. Other Expenses – Infant Immunization Week and amount;
 - h. Other Expenses – Immunization Awareness Month and amount;
 - i. Other Expenses – Utah Adolescent and amount;
 - j. Other Expenses – Utah Adult Immunization and amount;
 - k. Other Expenses – Staff Training and amount;
 - l. Other Expenses – Client/Parent Education/training and amount;
 - m. Other Expenses – Perinatal Hepatitis B Case Management and amount;
 - n. Total Expense and amount.
- F. Include the following data elements in the Final Report for Previous Year's Immunization Activity Implementation Plan report;
 - 1. Grantee name;

2. Reporting period, e.g. July 1, 2019 to June 30, 2020;
 3. Report completed by, phone number and email address;
 4. Nursing Director name, signature and date;
 5. Objective number and 1, 2, and 3. E.g. Objective 1, Objective 2 and Objective 3;
 6. New or baseline data, select one for each objective;
 7. Result for each objective to reach objectives;
 8. Evaluation Measures for each objective;
 9. Barriers and Challenges for each objective.
- G. Include the following data elements in the Immunization Media Campaign Report;
1. Grantee name;
 2. Reporting period, e.g. July 1, 2019 to June 30, 2020;
 3. Report completed by, phone number and email address;
 4. Budget;
 - a. Direct mail and amount;
 - b. Internet and amount;
 - c. Social media and amount;
 - d. Outdoor advertising and amount;
 - e. Print and amount;
 - f. Radio and amount;
 - g. TV and amount;
 - h. Not categorized above and amount;
 - i. Total and amount.
 5. Marketing Strategy; and
 - a. Population name and Marketing Strategy.
 6. Media Summary (for each media type):
 - a. Media type and media. E.g. TV, radio, print, etc.;
 - b. Media outlet name and outlet name;
 - c. Summary of media and description of media. E.g. 30-second TV spot, size of print ad, number of impressions, bonus spots, etc.
- H. Include the following data elements in the Coordinator report:
1. Grantee name;
 2. Reporting period. E.g. July 1, 2019 to June 30, 2020;
 3. Report completed by, phone number and email address;
 4. Immunization Coordinator and name;
 5. Immunization Coordinator contact information and phone number and email address;
 6. Hepatitis B Coordinator and name;
 7. Hepatitis B Coordinator contact information and phone number and email address.

VII. RESPONSIBILITIES OF DHHS

DHHS agrees to:

- A. Provide technical assistance and consultation to the Grantee on: vaccine preventable disease, vaccine issues, school rule, Vaccine for Children Program, preparedness planning/implementation related to vaccine and distribution, and coalition/partnership development;

- B. Provide technical assistance and consultation to the Grantee on perinatal Hepatitis B prevention;
- C. Provide support services to the Grantee related to perinatal Hepatitis B including: laboratory report forms, payment for testing of perinatal-related Hepatitis B blood specimens submitted to the Utah Public Health Laboratory and provide Hepatitis B Immune Globulin to designated birth facility for infant as funding allows;
- D. Provide immunization forms and literature to the Grantee as funding allows;
- E. Provide, support to the Grantee for immunization best practices as funding allows such as, Travax and refrigerators;
- F. Provide a report to the Grantee with the amount of all Federal funding and non-cash assistance provided by January 31 of each year.

VIII. OUTCOMES:

- A. The desired outcome of this contract is to improve access to vaccines from birth through adults.
 - 1. Performance Measure: Immunization coverage levels across the lifespan, including children, adolescents, and adults.
 - 2. Reporting Statement: The Grantee shall submit data in USIS each week.



COMMISSION STAFF REPORT

MEETING DATE: August 19, 2025

ITEM TITLE, PRESENTER: Consideration and approval of a contract for the Used Oil Program between the Department of Environmental Quality's Division of Waste Management & Radiation Control and the San Juan County Health Department, presented by Mike Moulton, Public Health Interim Director

RECOMMENDATION: Approval

SUMMARY

The purpose of this contract is to provide funding for the goal of protecting public health and the environment from exposure to contamination caused by incidents or improper management of used oil.

The objectives are to:

- Inspect 100% of used oil collection centers (UOCCs) every six months and submit an inspection report with corresponding documentation (e.g., photos documenting compliance issues).
- Ensure used oil incidents (e.g., spills and complaints) and allegations are addressed in a timely and appropriate manner. Contact DWMRC/DEQ for any assistance needed.

HISTORY/PAST ACTION

Commission approval.

FISCAL IMPACT

The San Juan County Health Department will be paid a maximum of \$1,078.00 for costs outlined and authorized by this contract.



Contract # _____

STATE OF UTAH CONTRACT

1. **CONTRACTING PARTIES:** This Contract is between the following agency of the State of Utah:
Department Name: Environmental Quality Agency Code: 480 Division Name: Waste Management & Radiation Control, referred to as the State Entity, and the following Contractor:

San Juan County Health Department

Name

735 South 200 West, Suite 2

Address

Blanding

UT

84511

City

State

Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☐ For-Profit Corporation
☐ Partnership
☒ Government Agency

Contact Person: Dennis Shumway Phone # 435-587-3838 Ext 3505 Email: dshumway@sanjuancountyut.gov
Vendor #06866HL Commodity Code # 92535

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this Contract is to provide: Contracted Used Oil Services as described in the attached documents.
3. **PROCUREMENT:** This Contract is entered into as a result of the Solicitation ☐ RQM# or ☐ RQS# _____, Solicitation# _____, Solicitation Type: _____.
4. **CONTRACT PERIOD:** Effective Date: 07/01/2025 Termination Date: 06/30/2026 unless terminated early or extended in accordance with the terms and conditions of this Contract. Renewal options (if any): _____.
5. **CONTRACT COSTS:** CONTRACTOR will be paid a maximum of \$1,078.00 for costs authorized by this Contract. Prompt Payment Discount (if any): _____. Price Guarantee Period (if any): _____. Additional information regarding costs: _____.
6. **ATTACHMENT A:** State of Utah Intergovernmental Terms and Conditions for Goods and Services
ATTACHMENT B: Scope of Work
ATTACHMENT C:
ATTACHMENT D:
Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.
7. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this Contract.
b. Utah State Procurement Code, Procurement Rules, the Solicitation, and Contractor's response to the Solicitation.
8. Each person signing this Contract represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Contract and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Contract and the performance of each party's obligations hereunder have been duly authorized and that the Contract is a valid and legal Contract binding on the parties and enforceable in accordance with its terms. Further, that Contractor is registered with the Utah Department of Commerce and is in good standing.
The parties sign and cause this Contract to be executed. This Contract is not fully executed until the State of Utah Approving Authorities have signed this Contract.

CONTRACTOR**STATE ENTITY**

Contractor's signature

Date

Agency's signature

Date

Type or Print Name and Title

STATE OF UTAH APPROVING AUTHORITIES

Director, Division of Finance

Date

Carlee Christoffersen

Agency Contact Person

385-499-0763

Telephone Number

cchristoffersen@utah.gov

Email

These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) **"Confidential Information"** means information that is deemed as confidential under applicable state and federal laws, and personal data as defined in Utah Code 63A-19-101. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) **"Contract"** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
 - c) **"Contract Signature Page(s)"** means the State of Utah cover page(s) that the State Entity and Contractor signed.
 - d) **"Contractor"** means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) **"Custom Deliverable"** means the Work Product that Contractor is required to deliver to the State Entity under this Contract.
 - f) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, Custom Deliverable, and equipment that Contractor is required to deliver to the State Entity under this Contract.
 - g) **"Procurement Item"** means Goods, a supply, Services, Custom Deliverable, construction, or technology that Contractor is required to deliver to the State Entity under this Contract.
 - h) **"Response"** means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity's Solicitation.
 - i) **"Services"** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code
 - j) **"Solicitation"** means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
 - k) **"State Entity"** means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - l) **"State of Utah"** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - m) **"Subcontractors"** means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, the State of Utah, federal auditors, State Entity staff, or their designees, access to all such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract.
5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
7. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the State Entity under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.
10. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the

extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any loss, or damage arising hereunder due to the fault of the State Entity. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

Item 16.

11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the State Entity, upon thirty (30) days written termination notice being given to the Contractor. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the State Entity be liable to the Contractor for compensation for any Good neither requested nor accepted by the State Entity. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.

15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Procurement Item(s) properly ordered and/or services properly performed until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
17. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to the State Entity under this Contract. Contractor warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design. Remedies available to the State Entity under this section include, but are not limited to, the following: Contractor will repair or replace Procurement Item(s) at no charge to the State Entity within ten (10) days of any written notification informing Contractor of the Procurement Item(s) not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State Entity may otherwise have under this Contract.

18. **CONTRACTOR'S INSURANCE RESPONSIBILITY:** INTENTIONALLY DELETED
19. **RESERVED.**

20. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of

Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

Item 16.

21. **DELIVERY:** All deliveries under this Contract will be F.O.B. Destination Freight Prepaid and Allowed, unless specifically negotiated otherwise and explicitly written in this contract, with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.
22. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the State Entity.

If Contractor delivers nonconforming Procurement Item(s), the State Entity may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s); or (iii) obtain replacement Procurement Item(s) from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the State Entity to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.
23. **INVOICING:** Contractor will submit invoices within thirty (30) days of the delivery date of the Procurement Item(s) to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Response or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
24. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Procurement Item(s) and/or services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor. The State of Utah and the State Entity will not allow the Contractor to charge end users electronic payment fees of any kind.
25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third-party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
27. **OWNERSHIP IN CUSTOM DELIVERABLES:** INTENTIONALLY DELETED
28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
29. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.
30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
31. **CONFIDENTIALITY:** If Contractor has access to or processes Confidential Information, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) comply with any requirements contained in the contract regarding permitted uses and disclosures of personal data, measures designed to safeguard personal data, and the destruction of personal data. Contractor

will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information, including any data breaches, in accordance with UCA 63A-19 Government Data Privacy Act. In Accordance with UCA 63A-19, Contractor must comply with all the same requirements regarding personal data as the State. .

Item 16.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which approval must be in writing.
33. **WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The State of Utah or Eligible User may remove any individual for a violation hereunder.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED
35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
36. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
37. **CHANGES IN SCOPE:** Any changes in the scope of the Procurement Item(s) to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of the Procurement Item(s).
38. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any, Procurement Item(s), supplies, , construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such Procurement Item(s), supplies, , construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
39. **ATTORNEY'S FEES:** INTENTIONALLY DELETED
40. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation, then all travel costs associated with the delivery of Procurement Item(s) under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to Contractor for correction.
41. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED
42. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
43. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
44. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
45. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the State of any errors and/or omissions that are discovered.
46. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
47. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 63G-27-102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.
48. **TIME IS OF THE ESSENCE:** The Procurement Item(s) shall be completed by any applicable deadline stated in this Contract. For all Procurement Item(s), time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Contractor's failure to timely perform the Procurement Item(s) required under this Contract.

49. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Procurement Item(s), including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request. Item 16.
50. **STANDARD OF CARE:** The Procurement Item(s) of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having regular experience providing similar Procurement Item(s) which similarities include the type, magnitude, and complexity of the Procurement Item(s) that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
51. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Procurement Item(s) of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
52. **Restricted Foreign Entities and Forced Labor:** In accordance with Utah law, Contractors contracting with the State certify that they are not providing a "forced labor product" as defined in Utah Code 63G-6a-121. If the Contractor is providing technology or technology services, networks, or systems, the Contractor certifies that the aforementioned does not come from a "restricted foreign entity," as also defined in UCA 63G-6a-121.

(Revision Date: 3/03/2025)

Attachment B
San Juan Health Department
CONTRACTED WORK
FY2026
July 1, 2025 to June 30, 2026

Reporting

An Annual Report on Contracted Expenditures and Performance/Activities (due July 15, 2026).

Contracted Funding Sources

TOTAL: \$1,078

Contracted funding sources have restrictions and funding may solely be used for the purpose appropriated.

Payments will be made after DEQ receives an invoice for services provided and reviews the accompanying financial and activities report.

Restricted

Used Oil: \$1,078

The updates to the used oil program process are based on the pilot program running in collaboration with Southeast and Central Health Departments. In this pilot program, an online form was developed to log the gallons of used oil collected by a used oil collection center (UOCC). This form can be accessed through a QR-code and the data automatically populates a Google sheet that is accessible by both the Local Health Department (LHD) and DWMRC. This modernized process is a win-win since it will do away with the paper-based UOCC logs, which means that LHDs will no longer need to collect and submit the UOCC paper logs and DWMRC will have immediate access to this data for a smoother reimbursement process.

In addition to the QR-code collection logs, DWMRC is finalizing a digital inspection report to streamline the submission and retrieval of UOCC inspection reports. This process will remove the requirement for LHDs to submit paper copies of their inspection reports. The new digital inspection form should be available by the end of September 2025.

For questions about these changes, contact Ted Sonnenburg at tsonnenburg@utah.gov or 385-499-0980.

| Waste Management and Radiation Control: Used Oil | | | |
|--|---|--|---|
| GOAL | OBJECTIVE | MEASURE | TO BE REPORTED |
| Protect public health and the environment from exposure to contamination caused by incidents or improper management of used oil. | <p>Inspect 100% of used oil collection centers (UOCCs) every six months and submit an inspection report with corresponding documentation (e.g., photos documenting compliance issues).</p> <ol style="list-style-type: none"> Document inspections on UOCC Inspection Form (paper or digital) provided by DWMRC: <ol style="list-style-type: none"> Ensure all UOCC inspection forms are complete. Use “N/A” if not applicable. Annotate time spent to complete the inspection and travel time. Add comments, suggestions, or issues in the comment section. As applicable, attach photo(s) to each UOCC inspection form to document conditions, | <p>Use the most current list of UOCCs on DWMRC’s website. The goal percent of total UOCCs inspected is 100%.</p> <p>Complete UOCC inspection reports that include:</p> <ul style="list-style-type: none"> Inspection checklists. Labeled photographs of each UOCC tank storage area with compliance issues. <p>Documentation of any compliance issues and corrective actions are annotated in the comment section of the UOCC inspection form.</p> <p>All UOCC log sheets are available to DWMRC electronically.</p> | <p>Semi-annually with the UOCC inspection reports submit to DWMRC:</p> <ul style="list-style-type: none"> No later than January 31 (for July – December activity). No later than July 15 (for January – June activity). |

| Waste Management and Radiation Control: Used Oil | | | |
|--|--|---|---|
| GOAL | OBJECTIVE | MEASURE | TO BE REPORTED |
| | noncompliance, and corrective actions implemented. | | |
| Protect public health and the environment from exposure to contamination caused by incidents or improper management of used oil. | <p>Ensure used oil incidents (e.g., spills and complaints) and allegations are addressed in a timely and appropriate manner. Contact DWMRC/DEQ for any assistance needed.</p> <ul style="list-style-type: none"> • Submit a written description of the incident, including follow-up procedures and resolutions. • For incidents that are resolved promptly, documentation should be submitted as soon as possible (e.g., within a couple of days). • For incidents that require follow-up, documentation should be submitted periodically until the incident is resolved. | The number of used oil incidents and allegations addressed. | Annually, in conjunction with the End of Year Report. |
| Protect public health and the environment from exposure to contamination caused by incidents or improper management of used oil. | Perform public outreach promoting used oil recycling to groups such as the Chamber of Commerce, high school automotive shops, fairs, official boards, and other relevant organizations. | Type of used oil public outreach performed and estimated reach. | Annually, in conjunction with the End of Year Report. |
| | Used oil staff review or participate in applicable training as available through DWMRC. | Brief description of training received. | Annually, in conjunction with the End of Year Report. |



| | |
|---------------|---------------|
| Sylvia Stubbs | Chair |
| Lori Maughan | Vice-Chair |
| Jamie Harvey | Commissioner |
| Mack McDonald | Administrator |

August 14, 2025

Division of Outdoor Recreation
1594 W North Temple, Suite 100
Salt Lake City, UT 84116

Re: Letter of Support – Asphalt Pump Track and Bike Playground Project

Dear ORI Ranking Council,

The San Juan County Commission is pleased to express our strong support for Blanding City's proposed asphalt pump track and bike playground. This project represents a much-needed addition to our community, providing a safe, engaging, and healthy recreational space for our youth and families. Currently, amenities of this type are virtually non-existent within our county, leaving a significant gap in opportunities for young people to engage in outdoor, skill-building activities close to home.

Beyond the direct benefits to residents, this project also holds substantial potential as an economic driver. A well-designed pump track and bike playground will attract visitors from across the region, encouraging overnight stays, dining, and shopping in Blanding and the surrounding area. Additionally, the facility could serve as a venue for organized biking events, competitions, and community gatherings, further enhancing tourism and economic activity.

The Commission believes that investments in recreation like this not only improve the quality of life for our residents but also strengthen our economic resilience. We commend Blanding City for pursuing this vision and look forward to supporting efforts that will make it a reality.

Sincerely,

Sylvia Stubbs
Commission Chair



PARK DEVELOPMENT GUIDE





SOUTH LAKE TAHOE, CA



ABOUT ARC

American Ramp Company is owned and operated by skaters and bikers. At the heart of our work is a belief in the transformative power of community recreation. Since our beginning, we have helped communities locally and internationally plan, design, and build exceptional skateparks, pumptracks, bike parks, and Bicycle Playgrounds where children can play and people can gather.

HISTORY

Our business began humbly in a Midwest garage in 1998. Driven by a passion for action sports, we have grown to provide communities in every US state and over 40 countries around the world with premier parks designed for skateboarding and cycling.

ACCOMPLISHMENTS

In addition to our extensive portfolio of projects all around the globe, we also partner with professional skateboarders and bikers to create uniquely designed parks and features.

Visit our website to see examples of our work and our professional collaborations.

TYPES OF PARKS

Superior versatility and ingenuity allow us to meet the unique needs of each community.



SKATEPARKS

Working with community leaders and skaters alike, American Ramp Company builds and designs both above-ground and in-ground skateparks to suit any park space.



PUMPTRACKS

Cyclists and skateboarders all over the world enjoy modular, pre-cast, and Velosolutions asphalt tracks.



BIKE PARKS & BICYCLE PLAYGROUNDS

Bike parks and Bicycle Playgrounds by American Ramp company help children learn to ride in a dedicated space, safe from the traffic and restrictions of city streets.

ABOUT THIS GUIDE

This comprehensive guide will help you prepare to plan, design, build and maintain a skatepark or bike park in your community, with details on how to determine your community's needs, design a park with flow, and develop an executable plan.

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06 Planning Your Park

07 Develop Your Plan

07 Park Size and Location

11 Build Time

11 Park Maintenance and Management

11 Your New Advocate — American Ramp Company



PLANNING A SKATEPARK OR BIKE PARK

Taking a project from concept to completion requires time, effort, coordination, funding, and a whole lot of help.

The entire project may take several years, and there are many milestones to accomplish: creating an actionable plan, scouting and vetting locations, designing a facility to maximize opportunities, developing a procurement plan, and, finally, building and maintaining your new park.

You can set your future park up for success with comprehensive planning. Prepare a clear outline of the process, appeal to your community's needs, develop a design plan, and secure funding and support for your project.

DEVELOP YOUR PLAN

A successful skatepark, bike park, or Bicycle Playground will benefit end users and the greater community as a whole. In order to garner the necessary support to acquire funding, determine a park location, and coordinate with designers, you will need a foundational understanding of your community: who they are, where they live, how they travel, and what challenges they face.

In the initial planning stages, discuss with your team how you can address community needs with your new park project.

SUPPORT LOCAL ECONOMY

In communities where the local economy lags, a new park provides an exciting destination for traveling skaters. Competitions hosted at the park attract spectators, competitors, and possibly sponsors, all of whom may patronize nearby shops, restaurants, and hotels.

SUPPORT COMMUNITY WELLBEING

A local skate or bike park belongs to everyone. By supporting the local economy and active youth, these parks can have an effect that goes well beyond the skaters and bikers who frequent them. Property values improve, communities become more tightly-knit, and new generations can grow up in a healthy environment.

SUPPORT ACTIVE YOUTH

Given a central location to ride and recreate, make new friends, hone their skills, and break a sweat, young skaters are safer, happier, and healthier.

In areas where obesity, dropouts, and illicit behavior are common among teens, an accessible park that is well-maintained helps foster a welcoming, inclusive community that encourages participation, builds friendships, and promotes physical activity.

PARK SIZE & LOCATION

Parks may have a neighborhood, community, or regional focus. This distinction will inform the location of your park, its size, and the budget necessary to see it to completion.

In bigger communities with good public transportation, building a park near a bus terminal or train station can position your park to benefit a user population from all over a large metro area.

A small neighborhood park gives local youth an accessible place to gather, socialize, and stay active in a safe and welcoming environment.

If your goal is to attract new riders to your city, consider larger locations that are accessible to travelers.



PARK DESIGN

Skate and bike parks are no longer hidden away in the back of underused park areas. In fact, they are becoming the crown jewels of many park systems.

With the help of professional action sports design firms like American Ramp Company, communities grow around parks that are unique and relevant to skating and biking trends while remaining timeless with fundamental features.

Choosing a firm built and run by skaters and bikers on the design team helps to create a facility that will resonate with your local community, account for long term maintenance, offer access to complementing amenities, and fit neatly into the ecosystem of surrounding facilities.

ARC DESIGN SERVICES

Item 17.

Let American Ramp Company be your next collaborator. Our team comprises skateboarders, BMX bikers, landscape architects, and graphic artists. Collectively, we provide you with the talent and production power to help you develop a park design concept that will impress the public and policymakers alike.

Here’s how American Ramp Company helps take your project across the finish line.

ENGAGE THE LOCAL USER GROUP

We start by meeting with and understanding area skaters and bikers to hear what makes their community unique. From this live meeting, we translate users’ input into a park plan imbued with local character.

ENVIRONMENTAL IMPACT ASSESSMENT

A skate or bike park is more than ramps and features. American Ramp Company assesses adjacent land to identify options for drainage flow, walkway locations, and space for spectators.

Throughout the process, we make a concerted effort to conserve habitats, control stormwater, and build your community a sustainable park that is beneficial for the local environment.

SITE SELECTION & REVIEW

At this stage of the process, you may not have selected a final location for your new park. Share your project goals with us, and we’ll help you find the right spot to satisfy the most community needs while serving the broadest user group.

With a location selected, we’ll help you maximize its potential and find the right placement for park features and identify design constraints.

COST AND BUDGETING

To bring it all together and provide you with a comprehensive design plan, American Ramp Company will develop and calculate a cost estimate based on similar projects, prevailing wage requirements, and a full assessment of the materials necessary to complete your project.





BUILD TIME

With a clear concept for a park that represents your community and serves its unique needs through its design, layout, and construction, you're ready to begin building.

MAINTENANCE AND UPKEEP

Park maintenance is more than just making sure that features are safe for users. Maintaining a skate or bike park is about creating an inviting space that skaters want to return to.

Rocks, gravel, and trash blown or washed into the park create hazards for riders, and should be removed as soon as possible. Accumulated cosmetic damage will harm the appearance of the park, giving the wrong impression to newcomers that your park is poorly kept.

Maintenance ensures that your new park continues to attract new visitors, contributes to a responsible community of users, and benefits city revenue.

LET AMERICAN RAMP COMPANY BE YOUR ADVOCATE

American Ramp Company offers the resources and advocacy to take your skatepark, bike park, or Bicycle Playground from grassroots fundraising to talk-of-the-town.

We have experience helping communities just like yours foster a safe and welcoming environment for skaters that will benefit you, your neighbors, and your city as a whole.

Our experts partner with you every step of the way through design and construction. Check out our portfolio of projects to see what we can do for your local community.





**SAN JUAN MENTAL HEALTH\SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2024**

**SAN JUAN MENTAL HEALTH/SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
(A COMPONENT UNIT OF SAN JUAN COUNTY)
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SAN JUAN MENTAL HEALTH/SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
(A COMPONENT UNIT OF SAN JUAN COUNTY)
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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
San Juan Mental Health/Substance
Abuse Special Service District
Blanding, Utah 84511

Opinions

We have audited the accompanying financial statements of the business-type activities of San Juan Mental Health/Substance Abuse Special Service District (a component unit of San Juan County) as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities of San Juan Mental Health/Substance Abuse Special Service District as of December 31, 2024, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America (GAAP).

Basis for Opinions

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of San Juan Mental Health/Substance Abuse Special Service District and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with GAAP and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Responsibilities of Management for the Financial Statements (continued)

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about San Juan Mental Health/Substance Abuse Special Service District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and Government Auditing Standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and Government Auditing Standards we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of San Juan Mental Health/Substance Abuse Special Service District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about San Juan Mental Health/Substance Abuse Special Service District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4-10 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 15, 2025, on our consideration of San Juan Mental Health/Substance Abuse Special Service District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering San Juan Mental Health/Substance Abuse Special Service District's internal control over financial reporting and compliance.

SMUIN RICH & MARSING



Price, Utah

June 27, 2025

**SAN JUAN MENTAL HEALTH\SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
(A COMPONENT UNIT OF SAN JUAN COUNTY)
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED DECEMBER 31, 2024**

Our discussion and analysis of San Juan Mental Health\Substance Abuse Special Service District's financial performance provides an overview of the District's financial activities for the fiscal year ended December 31, 2024. All of the financial activity results from "business-type" activities.

FINANCIAL HIGHLIGHTS

- ❖ Total Revenues from business activities increased to \$3,969,702 in 2024 from \$3,732,365 in 2023. An increase of 6.36% in revenue for 2024 compared to a decrease of 2.18% in 2023. (The increase in revenue is related to an increase in Medicaid revenue, grant funding and interest income.)
- ❖ Total business expenses decreased to \$3,514,235 in 2024 from \$3,524,151 in 2023. An decrease of 2.82% during 2024 compared to an increase of 8.80% in 2023.
- ❖ Non-operating revenues and expenses for the District are comprised of Interest earnings and expenses. Interest earnings for 2024 totaled \$82,980 as compared to \$69,675 for 2023. The increase in earnings is mainly due to increases in rates of interest. Interest expense for 2024 totaled \$14,465 as compared to \$14,940 for 2023. Interest expense is calculated per schedule.
- ❖ Net position during 2024 increased by \$455,467 as compared to a \$208,214 increase for 2023. The large difference is due to the District's increase in revenues (6.36%) and an decrease in expenses (2.82%) in 2023.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The financial reports: Statement of Net Position, Statement of Revenues, Expenses and Changes in Fund Net Position and Statement of Cash Flows, comprise pages 11-16. Governmental accounting practices that are standard and acceptable have been used and followed in the preparation of these reports. The purpose of the financial reports is to identify revenues and expenses resulting from business activities. The net income or (loss) from operations, adjusted for depreciation, identifies the need for further analysis of contracts and programs with their related expenses. Certain key financial ratios taken from the Statement of Net Position help identify financial strength and liquidity. Since the District is operated as an enterprise fund, there are no fund statements presented because all operations of the District are reported using the accrual method of accounting.

REPORTING THE DISTRICT BUSINESS OPERATIONS

Our analysis of the District as a whole begins on page 11. The key financial reports, prepared from our information by our independent auditors, provide the accounting from which schedules in this report have been created. The Statement of Net Position and Statement of Revenues, Expenses and Changes in Fund Net Position summarize the District's business operations for the year and provide a basis for assessing financial strengths and weaknesses. From these reports, trends are monitored, and budgets are prepared for future periods. These reports are prepared using the accrual accounting method, which is similar to the accounting methods used by most private-sector companies. All of the current year's revenues and expenses are taken into account regardless of when cash is received, or payment made.

In the Statement of Net Position and the Statement of Revenues, Expenses and Changes in Fund Net Position, the District shows all the activities in one fund.

- ❖ Business-type activities – The District charges Medicaid, contracts, insurances and patients for their individual care and treatments that are provided. Charges for these services are based on cost study reports and reimbursement rates that have been established by our contracts. We realize that a portion of our services are unrecoverable and written off, but we constantly monitor the services we provide and the subsequent collection for these services and evaluate what areas need to be improved. Although San Juan County funds are received, these funds are used to pay the required match for our Medicaid mental health and substance abuse contracts.

REPORTING THE DISTRICT'S SIGNIFICANT FUND

The District has only one fund, which accounts for the activity of the District. The entity-wide financial statements, which begin on page 11, provide detailed information about the operations of the District as a whole. The District's only fund is operated as an enterprise fund. Enterprise funds are reported using an accrual accounting method, which records expenses when they are incurred and records revenues when they are earned. The District does not have any governmental type funds.

THE DISTRICT AS A TRUSTEE

The District is a trustee. The District is responsible for other assets that because of a trust arrangement can be used only for the trust beneficiaries. All of the District's fiduciary activities are reported in a separate Statement of Fiduciary Net Position and Changes in Fiduciary Net Position on pages 17 and 18. We exclude these activities from the District's other financial statements because the District cannot use these assets to finance its operations. The District is responsible for ensuring that the assets reported in this fund are used for their intended purposes.

THE DISTRICT'S KEY FINANCIAL REPORTS

NET POSITION REPORT

| | BUSINESS- TYPE ACTIVITIES 2024 | BUSINESS- TYPE ACTIVITIES 2023 |
|---|---|---|
| ASSETS | | |
| Current and other assets | \$ 2,679,646 | \$ 2,232,224 |
| Noncurrent assets | <u>2,447,181</u> | <u>2,571,815</u> |
| Total assets | <u>\$ 5,126,827</u> | <u>\$ 4,804,039</u> |
| Deferred outflows of resources | <u>\$ 390,847</u> | <u>\$ 324,445</u> |
| Total assets and deferred outflows of resources | <u>\$ 5,517,674</u> | <u>\$ 5,128,484</u> |
| LIABILITIES | | |
| Current and other liabilities | \$ 211,942 | \$ 282,581 |
| Long-term liabilities | <u>979,754</u> | <u>970,727</u> |
| Total liabilities | <u>\$ 1,191,696</u> | <u>\$ 1,253,308</u> |
| Deferred inflows of resources | <u>\$ 4,178</u> | <u>\$ 8,843</u> |
| Total liabilities and deferred inflows of resources | <u>\$ 1,195,874</u> | <u>\$ 1,262,151</u> |
| NET POSITION | | |
| Net investment in capital assets | \$ 1,695,040 | \$ 1,793,954 |
| Restricted | 902,112 | 911,347 |
| Unrestricted | <u>1,724,648</u> | <u>1,161,032</u> |
| Total net position | <u>\$ 4,321,800</u> | <u>\$ 3,866,333</u> |

The net position total of the District for 2024 is \$4,321,800. *Unrestricted* net position – the part of net position that can be used to finance day-to-day operations without constraints established by debt covenants, enabling legislation, or other legal requirements – is \$1,724,648. The net position is used to finance the continuing operations of providing services to the mental health and substance abuse facility.

The District's Board adopted a resolution restricting retained earnings for sixty days of operational budget, funds for compensated absences and capital outlay, as well as the bond reserve requirements. The balance has changed from 2023 to 2024. An increase in the current year expenses, and capital outlay set aside have caused a different calculation needed for the reserved retained earnings.

A key financial ratio - the Current Ratio - is calculated by dividing current assets by current liabilities. This ratio is an indicator of liquidity and ability to pay current operational bills. The ratio for the year ending December 31, 2024, is 12.64 compared to 7.89 for 2023. The District's ratio indicates a high liquidity position even with the decrease during the current year.

| | BUSINESS-TYPE ACTIVITIES 2024 | BUSINESS-TYPE ACTIVITIES 2023 |
|----------------------------------|--|--|
| REVENUES | | |
| Program Revenues: | | |
| Charges for services | \$ 1,962,035 | \$ 1,873,851 |
| Grants and contributions | 1,910,562 | 1,777,498 |
| General Revenues: | | |
| Interest income - not restricted | 82,980 | 69,675 |
| Other revenues | 14,125 | 11,341 |
| Total revenues | <u>\$ 3,969,702</u> | <u>\$ 3,732,365</u> |
| EXPENSES | | |
| Program Expense: | | |
| Salaries and fringe | \$ 2,010,879 | \$ 1,969,076 |
| Consulting\contract services | 369,044 | 338,178 |
| Materials and supplies | 133,143 | 104,372 |
| Utilities | 42,510 | 41,902 |
| Insurance | 55,113 | 64,037 |
| Depreciation | 134,621 | 138,819 |
| Repairs and maintenance | 11,285 | 12,226 |
| Medicaid match | 436,409 | 436,370 |
| Other | 321,231 | 419,171 |
| Total expenses | <u>\$ 3,514,235</u> | <u>\$ 3,524,151</u> |
| Change in net position | <u>\$ 455,467</u> | <u>\$ 208,214</u> |
| Net position - beginning | \$ 3,866,333 | \$ 3,658,119 |
| Net position - ending | <u>4,321,800</u> | <u>3,866,333</u> |
| Change in net position | <u>\$ 455,467</u> | <u>\$ 208,214</u> |

The District's increase in net position is due to many factors, the main factors are as follows: The District had \$237,337 more in total revenues compared to the previous year. Which gave the District the ability to continue to operate efficiently and provide the necessary services for the County continues to be the main goal and focus of the District. The District also experienced a decrease in total expenses of \$9,916, which contributed to the overall change in net position. The District realizes that fluctuations will occur from year to year, and all need to work together to achieve our goals.

CASH SOURCES AND USES

| | 2024 | 2023 |
|---|--------------|--------------|
| Beginning cash balance as of January 1, | \$ 1,693,978 | \$ 1,709,962 |
| Change in operating net position: | \$ 386,952 | \$ 153,479 |
| Depreciation (source of cash) | 134,621 | 138,819 |
| Accounts receivable increase (use of cash) | 136,232 | (7,570) |
| Due from other governments increase (use of cash) | 10,457 | (191,960) |
| Prepaid expenses increase (use of cash) | 38,971 | (48,972) |
| Net pension asset decrease (source of cash) | | 397,585 |
| Deferred outflows of resources increase (use of cash) | (66,402) | (56,285) |
| Accounts payable decrease (use of cash) | 27,400 | (50,447) |
| Wages and payroll liabilities increase (source of cash) | (5,258) | 7,119 |
| Deferred revenue increase (source of cash) | (92,551) | 92,551 |
| Net pension liability increase (source of cash) | 41,847 | 128,386 |
| Deferred inflows of resources decrease (use of cash) | (4,665) | (547,925) |
| Compensated absences increase (source of cash) | (7,099) | 25,176 |
| Interest income (source of cash) | 82,980 | 69,675 |
| Capital asset costs and debt payments (use of cash) | (50,403) | (125,615) |
| Total change in net assets | \$ 633,082 | \$ (15,984) |
| Ending cash balance as of December 31, | \$ 2,327,060 | \$ 1,693,978 |

Use of funds is controlled and authorized by the District's board of directors. The board of directors relies heavily on key personnel that are responsible for overseeing the day-to-day operations. The executive director and business manager are crucial to the supervising and monitoring of the mental health facility. The board reviews the monthly financial information, compares year-to-date expenses to budget and makes necessary suggestions and/or corrections. All major capital expenditures are approved by the board of directors. The board of directors approves an annual operational budget and forwards it to the County Commission and also submits copies of the budget to the State Auditor as required by Utah State law.

BUSINESS ACTIVITIES AND PURPOSES

Revenues for the District are generated by providing services to clientele who meet the mental health, substance abuse, or other abuse criteria. Since the District has several grants and contracts, they are able to provide services for a broader spectrum of individuals. The District receives payments from several different sources. Funds come from Medicaid mental health and substance abuse, insurance companies, private individuals, federal and state grants and County match contributions. The District provides services to low-income individuals and the amount that they are required to pay depends on their income. A certain amount of these services is generally considered charity work or free care.

The objective and purpose of the District is to provide mental health and substance abuse facilities with responsible, well-trained professionals who can render assistance to individuals in San Juan County. As the need for these services continues to fluctuate, the District is striving to have in place sufficient personnel and facilities.

DEBT MANAGEMENT

As of December 31, 2024, the District had \$752,141 in capital leases payable. More detailed information about the District's long-term liabilities is presented in note 11 on page 40 of this report.

CAPITAL ASSETS

As of December 31, 2024, the District had net capital assets of \$2,447,181. The following table shows the balance of assets.

Capital Assets at Year-end (Net of Depreciation) 2024 and 2023

| | Business-Type Activities | |
|--------------------|---------------------------------|---------------------|
| | 2024 | 2023 |
| Land | \$ 126,000 | \$ 126,000 |
| Work in process | | |
| Buildings | 2,181,824 | 2,279,068 |
| Improvements | 84,179 | 81,239 |
| Equipment | 55,178 | 85,508 |
| Net capital assets | <u>\$ 2,447,181</u> | <u>\$ 2,571,815</u> |

This year's major additions included: Replacement of furnace at Blanding Day Treatment Building.

BUDGETARY HIGHLIGHTS

The 2024 budget was adopted for the current year on December 11, 2023. Since the District operates as an enterprise fund, it is only required to comply with the budget on an entity wide basis. The original budget submitted to the Utah State Auditor's Office was \$3,851,966 and there was no amended budget. After the auditor's adjustments, the actual expenditures amounted to \$3,514,235.

ECONOMIC FORECAST AND FUTURE BUDGET

San Juan Counseling continues to provide a return on the mental health investment that includes both cost avoidance and revenue generation. It is assumed that by improving the mental health of the residents of San Juan County, the costs associated with criminal and juvenile justice and law enforcement programs will be reduced, as well as state child welfare expenses, state, county and private homelessness allocations and general health care expenditures. Communities benefit as clients become healthy and productive citizens.

Through Medicaid capitation and recent Medicaid expansion, San Juan Counseling has been able to grow services to clients. It has increased revenue and improved ability to provide services to residents of San Juan County. San Juan Counseling is fortunate to receive strong support from San Juan County. The County is committed to providing mental health and substance use disorder treatment and prevention services to their residents.

San Juan Counseling continues to work to increase services throughout the County. In 2023 San Juan Counseling increased services provided in local schools which continued in 2024. San Juan Counseling will continue to monitor opportunities for expansion throughout the whole County. In 2021, San Juan Counseling received funding to start a Mobile Crisis Response Team (MCOT). Additional services brought through the MCOT team have helped to increase services throughout the County. The MCOT funding is expected to continue.

San Juan Counseling will continue to provide the required services mandated by the local authority and operate within the projected budgets prepared for the local authority.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide a general overview of San Juan Mental Health\Substance Abuse Special Service District's finances and to show the District's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the Business Administrator or Executive Director of San Juan Counseling at 735 S. 200 W. Suite 1, Blanding, Utah, 84511.

SAN JUAN MENTAL HEALTH/SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
(A COMPONENT UNIT OF SAN JUAN COUNTY)
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
DECEMBER 31, 2024

BUSINESS-TYPE ACTIVITY
 ENTERPRISE FUND

MENTAL HEALTH FACILITY

ASSETS AND DEFERRED OUTFLOWS OF RESOURCES

Current Assets:

| | |
|--|--------------|
| Cash and cash equivalents | \$ 2,285,947 |
| Cash and cash equivalents - restricted | 41,113 |
| Investment, at cost | 1,575 |
| Accounts receivable (net, after allowance) | 6,211 |
| Due from other governments | 301,818 |
| Prepaid expenses | 42,982 |

| | |
|----------------------|--------------|
| Total current assets | \$ 2,679,646 |
|----------------------|--------------|

Capital Assets: (net)

| | |
|--------------|------------|
| Land | \$ 126,000 |
| Buildings | 2,181,824 |
| Improvements | 84,179 |
| Equipment | 55,178 |

| | |
|-------------------------|--------------|
| Total noncurrent assets | \$ 2,447,181 |
|-------------------------|--------------|

| | |
|--|------------|
| Deferred outflows of resources - related to pensions | \$ 390,847 |
|--|------------|

| | |
|--------------------------------------|------------|
| Total deferred outflows of resources | \$ 390,847 |
|--------------------------------------|------------|

| | |
|---|--------------|
| Total assets and deferred outflows of resources | \$ 5,517,674 |
|---|--------------|

"The accompanying notes are an integral part of this statement."

EXHIBIT A
(Continued)

**SAN JUAN MENTAL HEALTH/SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
(A COMPONENT UNIT OF SAN JUAN COUNTY)
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
DECEMBER 31, 2024**

**BUSINESS-TYPE ACTIVITY
ENTERPRISE FUND**

MENTAL HEALTH FACILITY

LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION

Current liabilities:

| | |
|--|-----------|
| Accounts payable | \$ 36,089 |
| Accrued wages payable | 91,775 |
| Payroll taxes payable | 52,005 |
| Accrued interest payable | 6,353 |
| Capital leases payable - Due within one year | 25,720 |

| | |
|---------------------------|------------|
| Total current liabilities | \$ 211,942 |
|---------------------------|------------|

Noncurrent liabilities:

| | |
|--|------------|
| Net pension liability | \$ 170,233 |
| Compensated absences | 83,100 |
| Capital leases payable - Due in more than one year | 726,421 |

| | |
|------------------------------|------------|
| Total noncurrent liabilities | \$ 979,754 |
|------------------------------|------------|

| | |
|---|----------|
| Deferred inflows of resources - related to pensions | \$ 4,178 |
|---|----------|

| | |
|-------------------------------------|----------|
| Total deferred inflows of resources | \$ 4,178 |
|-------------------------------------|----------|

| | |
|---|--------------|
| Total liabilities and deferred inflows of resources | \$ 1,195,874 |
|---|--------------|

NET POSITION

| | |
|--|--------------|
| Net Investment in capital assets | \$ 1,695,040 |
| Restricted for debt and capital outlay | 902,112 |
| Unrestricted | 1,724,648 |

| | |
|--------------------|--------------|
| Total net position | \$ 4,321,800 |
|--------------------|--------------|

| | |
|---|--------------|
| Total liabilities, deferred inflows of resources and net position | \$ 5,517,674 |
|---|--------------|

"The accompanying notes are an integral part of this statement."

SAN JUAN MENTAL HEALTH/SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
(A COMPONENT UNIT OF SAN JUAN COUNTY)
STATEMENT OF REVENUES, EXPENSES AND
CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2024

| | BUSINESS-TYPE ACTIVITY ENTERPRISE FUND |
|--|---|
| | <u>MENTAL HEALTH FACILITY</u> |
| Operating Revenues: | |
| Charge for services - Medicaid/Private pay/Other | \$ 1,962,035 |
| Intergovernmental | 1,910,562 |
| Miscellaneous | <u>14,125</u> |
| Total operating revenue | <u>\$ 3,886,722</u> |
| Operating Expenses: | |
| Salaries and benefits | \$ 2,010,879 |
| Subscriptions and memberships | 4,768 |
| Professional services | 369,044 |
| Travel | 58,373 |
| Office expense | 20,685 |
| Utilities | 42,510 |
| Operating supplies | 133,143 |
| Depreciation | 134,621 |
| Maintenance and operation | 11,285 |
| Training | 19,698 |
| Insurance | 55,113 |
| Board expenses | 1,412 |
| Food | 39,742 |
| Clinical material | 1,125 |
| Clinical medication | 358 |
| Communications | 17,120 |
| Vehicle expense | 17,618 |
| Hospitalization | 90,800 |
| Medicaid match | 436,409 |
| Bank charges | 8,561 |
| Mortgage/rent expense | 14,353 |
| Miscellaneous | <u>12,153</u> |
| Total operating expenses | <u>\$ 3,499,770</u> |
| Operating income (loss) | <u>\$ 386,952</u> |

"The accompanying notes are an integral part of this statement."

**SAN JUAN MENTAL HEALTH/SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
(A COMPONENT UNIT OF SAN JUAN COUNTY)
STATEMENT OF REVENUES, EXPENSES AND
CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2024**

| | BUSINESS-TYPE ACTIVITY ENTERPRISE FUND |
|--|---|
| | <u>MENTAL HEALTH FACILITY</u> |
| Non-operating Revenues (Expenses) | |
| Interest income | \$ 82,980 |
| Debt interest/fees | <u>(14,465)</u> |
| Total non-operating revenues (expenses) | <u>\$ 68,515</u> |
| Change in net position | \$ 455,467 |
| Total net position, January 1, 2024 | <u>3,866,333</u> |
| Total net position, December 31, 2024 | <u><u>\$ 4,321,800</u></u> |

"The accompanying notes are an integral part of this statement."

**SAN JUAN MENTAL HEALTH\SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
(A COMPONENT UNIT OF SAN JUAN COUNTY)
STATEMENT OF CASH FLOWS PROPRIETARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2024**

Cash flows from operating activities:

| | | |
|---|---------------|------------|
| Cash received for services | \$ 1,972,492 | |
| Cash payments to suppliers for goods and services | (1,287,898) | |
| Cash payments to employees for services | (2,052,457) | |
| Intergovernmental | 1,954,243 | |
| Other operating revenues | <u>14,125</u> | |
| Net cash provided (used) by operating activities | | \$ 600,505 |

Cash flows from capital and related financing activities:

| | | |
|---|-------------------|---------|
| Acquisition of capital assets | <u>\$ (9,990)</u> | |
| Net cash provided (used) by noncapital financing activities | | (9,990) |

Cash flows from investing and related financing activities:

| | | |
|---|-----------------|----------|
| Principal paid on revenue bonds | \$ (25,720) | |
| Interest/fees paid on revenue bonds | <u>(14,693)</u> | |
| Net cash provided by capital and related financing activities | | (40,413) |

Cash flow from investing activities:

| | | |
|--|------------------|----------------------------|
| Interest on investments received | <u>\$ 82,980</u> | |
| Net cash provided by investing activities | | <u>82,980</u> |
| Net increase/(decrease) in cash and cash equivalents | | \$ 633,082 |
| Cash and cash equivalents at January 1, 2024 | | <u>1,693,978</u> |
| Cash and cash equivalents at December 31, 2024 | | <u><u>\$ 2,327,060</u></u> |

"The accompanying notes are an integral part of this statement."

**SAN JUAN MENTAL HEALTH\SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
(A COMPONENT UNIT OF SAN JUAN COUNTY)
STATEMENT OF CASH FLOWS PROPRIETARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2024**

RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES:

| | |
|---|------------------------|
| Operating income (loss) | \$ 386,952 |
| Adjustments to reconcile operating income to net cash provided by operating activities: | |
| Depreciation | \$ 134,621 |
| Change in assets and liabilities: | |
| (Increase)\Decrease in accounts receivable | 136,232 |
| (Increase)\Decrease in due from other governments | 10,457 |
| (Increase)\Decrease in prepaid expense | 38,971 |
| (Increase)\Decrease in deferred outflows of resources | (66,402) |
| Increase\Decrease in accounts payable | 27,400 |
| Increase\Decrease in wages payable | (3,542) |
| Increase\Decrease in accrued liabilities | (1,716) |
| Increase\Decrease in deferred revenue | (92,551) |
| Increase\Decrease in net pension liabilities | 41,847 |
| Increase\Decrease in deferred inflows of resources | (4,665) |
| Increase\Decrease in compensated absences | (7,099) |
| | <hr/> |
| Total adjustments | <hr/> 213,553 <hr/> |
| Net cash used by operating activities | <hr/> \$ 600,505 <hr/> |

"The accompanying notes are an integral part of this statement."

SAN JUAN MENTAL HEALTH/SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
DECEMBER 31, 2024

| | PRIVATE PURPOSE TRUST |
|-------------------------------------|-----------------------------|
| | <hr/> |
| <u>ASSETS</u> | |
| Cash and cash equivalents | <hr/> \$ 13,451 |
| Total assets | <hr/> <hr/> \$ 13,451 |
| | |
| <u>LIABILITIES AND NET POSITION</u> | |
| Liabilities | <hr/> |
| Total liabilities | <hr/> \$... |
| Net position | |
| Held in trust | <hr/> \$ 13,451 |
| Total net position | <hr/> \$ 13,451 |
| Total liabilities and net position | <hr/> <hr/> \$ 13,451 |

"The notes to the financial statements are an integral part of this statement."

SAN JUAN MENTAL HEALTH/SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2024

| | PRIVATE PURPOSE TRUST |
|--------------------------------------|-----------------------------|
| | <hr/> |
| ADDITIONS/CONTRIBUTIONS: | |
| Social security administration | \$ 118,263 |
| | <hr/> |
| Total additions | \$ 118,263 |
| | <hr/> |
| DEDUCTIONS: | |
| Client expenses | \$ 119,698 |
| | <hr/> |
| Total deductions | \$ 119,698 |
| | <hr/> |
| Change in net position | \$ (1,435) |
| | <hr/> |
| NET POSITION - Beginning of the year | \$ 14,886 |
| | <hr/> |
| NET POSITION - End of the year | \$ 13,451 |
| | <hr/> <hr/> |

"The accompanying notes are an integral part of this statement."

**SAN JUAN MENTAL HEALTH\SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
(A COMPONENT UNIT OF SAN JUAN COUNTY)
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2024**

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

San Juan Mental Health\Substance Abuse Special Service District was created as a special service district by the San Juan County Commissioners on April 1, 1997. The District is controlled by an Administrative Control Board, appointed by the County Commissioners under the authority of the provision of the Utah Special Service District Act, Chapter 17a, Title 2, Part 13, Utah Code Annotated, 1953, as amended, and Article XIV, Section 8 of the Constitution of Utah. The District is a component unit of San Juan County as defined by the Governmental Accounting Standards Board in their statement number 14 "The Financial Reporting Entity". The Board's authority is derived from the County Commissioners, who has ultimate responsibility for the District.

The Board consists of five members, each of whom is a qualified elector of the District and who are appointed by the County Commissioners. The County Commissioners appoint county residents who are willing to serve as members. These appointed members are educated as to the needs of the Special Service District.

The primary purpose of the District is to oversee, administer and manage a County owned, mental health facility that is responsive to the needs of the residents, their families and the community at large, through a consistently high standard of care. The accounting policies of San Juan Mental Health\Substance Abuse Special Service District conform to generally accepted accounting principles as applicable to governments. The following is a summary of the more significant policies.

In June 1999, the Governmental Accounting Standards Board (GASB) unanimously approved Statement No. 34, Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments. Certain of the significant changes in the Statement include the following:

A Management's Discussion and Analysis (MD&A) providing an analysis of the District's overall financial position and results of operations.

This and other changes are reflected in the accompanying financial statements (including notes to financial statements).

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

A. Reporting Entity

All financial activities over which the District has oversight responsibility are included in this report. The basis for inclusion or exclusion of other entities in the District's financial statements was based on the criteria set forth in the Governmental Accounting Standards Board (GASB) pronouncements. The basic criteria for including an entity, a board, or an agency in this report is the existence and exercise of oversight responsibility; consideration has been given to financial interdependency, ability to designate management, ability to significantly influence operations, and accountability for fiscal matters. According to the above criteria, no other entities have been included in the District's financial statements.

B. Government-Wide Financial Statements

The government-wide financial statements consist of the statement of net position, the statement of revenues, expenses and changes in fund net position and the statement of cash flows. The District is considered a special-purpose government engaged only in business-type activities. It is classified as a proprietary fund type and operates as an enterprise fund. Enterprise funds are used to account for the operations that are financed and operated in a manner similar to private business enterprises, where the intent of the governing body is that its costs to providing goods and services to the general public on a continuing basis, be financed or recovered primarily through user charges. The function of the District is to oversee, administer and manage a County owned, mental health facility that is responsive to the needs of the County. The financial statements of the District consist of an enterprise fund and a fiduciary fund, but no component units that are fiduciary in nature are included. The District reports the following fund types - Enterprise Fund and Private Purpose Trust (a fiduciary fund), which accounts for the protective payee funds (assets) that are held by the District as an agent for these protective payees and administers financial resources to them as they are needed and obligated.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurement made, regardless of the measurement focus applied.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Therefore, revenues are recognized in the accounting period in which they are earned and become measurable, and expenses are recognized in the period incurred, if measurable.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first then unrestricted resources, as they are needed.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Cont.)

Amounts reported as charges for services include all charges for all types of services charged to Medicaid, third party and private pay. Amounts reported as grants and County contributions for contract matching are accounted for as intergovernmental revenue. Miscellaneous items are considered uncategorized as to specific type.

The District distinguishes operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services in connection with the District's principal ongoing operations. The principal operating revenues of the District are charges to patients for mental health services. Operating expenses for the District include administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

D. Capital Assets

Capital assets, which include, land, buildings, improvements and equipment are reported in the government-wide financial statements. Capital assets are defined by the District, as an asset with an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at their estimated fair market value at the date of donation. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. The District adopted a capitalization threshold in the amount of \$5,000.

Buildings, improvements and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

| <u>Assets</u> | <u>Years</u> |
|---------------|--------------|
| Buildings | 30 |
| Improvements | 10 – 15 |
| Equipment | 5 – 12 |

E. Budget and Budgetary Accounting

The District follows the budgetary practices and procedures required by State law. These requirements are summarized as follows:

1. A formal budget is adopted by the District.
2. The budget is a complete financial plan that identifies all estimated revenues and all appropriations for expenditures for the year. In accordance with State law, all appropriations lapse at the end of the budget year; accordingly, no encumbrances are recorded. As its option, the District may permit its expenditure accounts to remain open for a period of 30 days after the close of its fiscal year for the payment of approved invoices for goods received or services rendered prior to the close of the fiscal year.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

E. Budget and Budgetary Accounting (Continued)

3. The District's Manager prepares a tentative budget and submits it for review with the Administrative Control Board.
4. The tentative budget is a public record and is available for public inspection for at least ten days prior to public hearings held to consider adoption of the budget.
5. Notice of the scheduled public hearings is published at least ten days prior to the meetings.
6. The District presents the tentatively adopted budget to the public in a public hearing. Members of the public may comment on the budget and recommend changes to the Administrative Control Board.
7. The Administrative Control Board considers the comments made by the public and makes final adjustments to the budget.
8. By December 15th, the Administrative Control Board adopts the budget by resolution. A copy of the budget is certified by the Administrative Control Board Secretary and is filed with the State Auditor within 30 days of adoption. A certified copy of the budget is available for public inspection.
9. The budget may be amended to reflect changes in circumstances that occur during the year. Budgets may be increased by resolution of the Board at any time during the year.
10. Under Utah Code, the District's budget establishes maximum legal authorization for expenditures during the fiscal year. The District's Manager shall certify as appropriate that a claim has been pre-audited, documented, and approved by the Board, and does not over expend the appropriate budget established by the Board. Expenditures are not to exceed the budget amounts, including revisions, except as allowed by the Code for certain events.

F. Deposits and Investments

Public funds held by San Juan Mental Health\Substance Abuse Special Service District may be deposited or invested only in instruments listed below and meet objectives outlined by State statutes, including: (a) safety of principal, (b) need for liquidity and (c) yield on investment.

Qualified investments:

- 1) Negotiable or non-negotiable deposits of qualified depositories.
- 2) Repurchase agreements with qualified depositories or primary reporting dealers.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

F. Deposits and Investments(Continued)

Qualified investments (continued):

- 3) Commercial paper rated P-1 by Moody's Investment Services or A-1 by Standard & Poor's, Inc., having a remaining term to maturity of 270 days or less.
- 4) Banker's acceptances eligible for discount at a Federal Reserve bank, with a remaining term to maturity of 270 days or fewer.
- 5) Other negotiable deposits of \$100,000 or more.
- 6) Obligations of the U.S. Treasury, including Treasury bills, notes, and bonds with a remaining term to final maturity of five years or less.
- 7) Obligations issued or guaranteed by certain agencies or instrumentalities of the United States, such as the Federal Farm Credit Banks, Federal Home Loan Banks, and others, with a remaining term to final maturity of five years or less.
- 8) Tax anticipation and general obligation bonds of state and local governmental units with a remaining term to final maturity of five years or less.
- 9) Various other loans in accordance with Section 51-7-17 of the Utah Code Annotated 1953.

G. Cash and Cash Equivalents

For purposes of the statement of cash flows, San Juan Mental Health\Substance Abuse Special Service District considers all highly liquid investments (including restricted assets) with a maturity of six months or less when purchased to be cash equivalents. All amounts reported on the balance sheet as cash and investments would be considered cash equivalents.

H. Accounting Method

The full accrual method of accounting is being used. Under the accrual method of accounting, revenues are recognized when they are earned, and expenses are recorded when they are incurred.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

I. Accumulated Unpaid Vacation and Sick Leave (Compensated Absences)

The District has vacation and sick leave policies, which determine an employee's vacation and sick leave based on the length of time of employment. The district will pay sick leave based on the following two options: election by the employee to use the cash value of the accumulated sick leave to provide premium payments for health insurance or election by the employee to cash out accumulated sick leave at a 33 1/3 percent of the accumulated sick leave. Both options are at the prevailing hourly rate at the time of retirement. One hundred percent of the vacation hours will be paid at the prevailing hourly rate at the time of retirement. The amount carried in the financial statements consists of vacation and sick leave hours accrued at year-end, at the prevailing rate of pay.

J. Deferred Outflows/Inflows of Resources

In addition to assets, financial statements will sometimes report a separate section for deferred outflows or inflow of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the financial statements will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and will *not* be recognized as an inflow of resources (revenue) until that time.

K. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Utah Retirement Systems Pension Plan (URS) including additions to and deductions from URS's fiduciary net position, have been determined on the same basis as they are reported by URS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

2. ACCOUNTS RECEIVABLE

Accounts receivable include the accrued amounts for private pay, third party insurance and other miscellaneous accounts. For the year ended December 31, 2024, an allowance for doubtful accounts of \$7,514, has been recorded against the accounts receivable balance of \$13,725.

3. BUDGET VARIANCE

During the year ended December 31, 2024, the District did not overspend their budget in the Enterprise Fund.

4. **DEPOSITS AND INVESTMENTS**

The District's policy is to follow the requirements of the Utah Money Management Act (Utah Code Annotated 1953, Section 51, Chapter 7) (the Act) in handling its depository and investment transactions. The Act creates the Utah Money Management Council (the "Council"), a five-member body, appointed by the Governor of the State, which exercises oversight of public deposits and investments.

The District maintains a cash pool that is used by the Enterprise fund. All cash and PTIF investments are displayed on the Balance Sheet cash and cash equivalents.

Custodial Credit Risk-Deposits

Custodial credit risk is the risk that, in the event of a bank failure, the District's deposits may not be returned to it. The District's deposits are insured up to \$250,000, per account by the Federal Deposit Insurance Corporation. Uninsured deposits are not collateralized nor are they required to be by State statute. At December 31, 2024, the bank balance of the District's deposits was \$579,232 of which Federal Deposit Insurance Corporation covers \$250,000. The deposits in the bank in excess of the insured amount are uninsured and uncollateralized by \$329,232.

Investments

The State of Utah Money Management Council has the responsibility to advise the State Treasurer about investment policies, promote measures and rules that will assist in strengthening the banking and credit structure of the state, and review the rules adopted under the authority of the State of Utah Money Management Act that relate to the deposit and investment public funds.

The District follows the requirements of the Utah Money Management Act (Utah Code, Title 51, Chapter 7) in handling its depository and investment transactions. The Act requires the depositing of the District's funds in a qualified depository. The Act defines a qualified depository as any financial institution whose deposits are insured by an agency of the Federal Government and which has been certified by the State Commissioner of Financial Institutions as meeting the requirements of the Act and adhering to the rules of the Utah Money Management Council.

The Money Management Act defines the types of securities authorized as appropriate investments for the District's funds and the conditions for making investment transactions. Investment transactions may be conducted only through qualified depositories, certified dealers, or directly with issuers of the investment securities.

Statutes authorize the District to invest in negotiable or nonnegotiable deposits of qualified depositories and permitted negotiable depositories; repurchase and reverse repurchase agreements; commercial paper that is classified as "first tier" by two nationally recognized statistical rating organizations; bankers' acceptances; obligations of the United States Treasury including bills, notes, and bonds; obligations, other than mortgage derivative products, issued by U.S. government sponsored enterprises (U.S. Agencies) such as the Federal Home Loan Bank System, Federal Home Loan Mortgage Corporation (Freddie Mac), and Federal National Mortgage Association (Fannie Mae); bonds, notes, and other evidence of indebtedness of political subdivisions of the State; fixed rate corporate obligations and variable rate securities rated "A" or higher, or the equivalent of "A" or higher, by two nationally recognized statistical rating organizations; shares of certificates in a money market mutual fund as defined in the money Management Act; and the Utah State Public Treasurers' Investment Fund.

4. **DEPOSITS AND INVESTMENTS (Continued)**

The Utah State Treasurer's Office operates the Public Treasurers' Investment Fund (PTIF). The PTIF is available for investment of funds administered by any Utah public treasurer and is not registered with SEC as an investment company. The PTIF is authorized and regulated by the Money Management Act (Utah Code, Title 51, Chapter 7). The Act established the Money Management Council which oversees the activities of the State Treasurer and the PTIF and details the types of authorized investments. Deposits in the PTIF are not insured or otherwise guaranteed by the State of Utah, and participants share proportionally in any realized gains or losses on investments.

Custodial Credit Risk-Deposits (continued)

The PTIF operates and reports to participants on an amortized cost basis. The income, gains, and losses of the PTIF, net of administration fees, are allocated based upon the participant's average daily balance. The fair value of the PTIF investment pool is approximately equal to the value of the pool shares.

Fair Value of Investments

The District measures and records its investments using fair value measurement guidelines established by generally accepted accounting principles. These guidelines recognize a three-tiered fair value hierarchy, as follows:

- Level 1 Quoted prices for identical investments in active markets;
- Level 2 Observable inputs other than quoted market prices; and
- Level 3 Unobservable inputs.

At December 31, 2024, the District had the following recurring fair value measurements.

| | 12/31/2024 | Fair Value Measurements Using | | |
|--|---------------------|-------------------------------|---------------------|-----------------|
| | | Less Level 1 | Level 2 | Level 3 |
| <u>Investments by fair value level</u> | | | | |
| <u>Debt Securities</u> | | | | |
| Stock in Health Risk Group Utah Public Treasurers' Investment Fund | \$ 1,575 | | | \$ 1,575 |
| | 1,754,643 | | \$ 1,754,643 | |
| Total investments | <u>\$ 1,756,218</u> | <u>\$...</u> | <u>\$ 1,754,643</u> | <u>\$ 1,575</u> |

Debt and equity securities classified in Level 1 are valued using prices quoted in active markets for those securities. Debt and equity securities classified in Level 2 are valued using the following approaches:

- U.S. Treasuries, U.S. Agencies, and Commercial Paper: quoted prices for identical securities in markets that are not active;
- Corporate and Municipal Bonds: quoted prices for similar securities in active markets;

4. DEPOSITS AND INVESTMENTS (Continued)

- Repurchase Agreements, Negotiable Certificates of Deposit, and Collateralized Debt Obligations: matrix pricing based on the securities' relationship to benchmark quoted prices;
- Money Market, Bond, and Equity Mutual Funds: published fair value per share (unit) for each fund;
- Utah Public Treasurers' investment Fund: application of the December 31, 2024 fair value factor, as calculated by the Utah State Treasurer, to the District's average daily balance in the Fund; and
- Donated Real Estate: recent appraisals of the real estate's value.

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The District's policy for managing its exposure to fair value loss arising from increasing interest rates is to comply with the State's Money Management Act. Section 51-7-11 of the Money Management Act requires that the remaining term to maturity of investments may not exceed the period of availability of the funds to be invested. The Act further limits the remaining term to maturity on all investments in commercial paper, bankers' acceptances, fixed rate negotiable deposits, and fixed rate corporate obligations to 270 days – 15 months or less. The Act further limits the remaining term to maturity on all investments in obligations of the United States Treasury; obligations issued by U.S. government sponsored enterprises; and bonds, notes, and other evidence of indebtedness of political subdivisions of the State to 5 years. In addition, variable rate negotiable deposits and variable rate securities may not have a remaining term to final maturity exceeding 3 years.

As of December 31, 2024, the District's investments had the following maturities:

| <u>Investment Type</u> | <u>12/31/2024 Fair Value</u> | <u>Investment Maturities (in years)</u> | | | |
|---------------------------------|----------------------------------|---|---------------|---------------|-------------------------|
| | | <u>Less Than 1</u> | <u>1-5</u> | <u>6-10</u> | <u>More Than 10</u> |
| <u>Debt Securities</u> | | | | | |
| Stock in Health Risk Group | \$ 1,575 | \$ 1,575 | | | |
| Utah Public Treas. Invest. Fund | 1,754,643 | 1,754,643 | | | |
| Total investments | <u>\$ 1,756,218</u> | <u>\$ 1,756,218</u> | <u>\$...</u> | <u>\$...</u> | <u>\$...</u> |

4. **DEPOSITS AND INVESTMENTS (Continued)**

Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The District's policy for reducing its exposure to credit risk is to comply with the State's Money Management Act, as previously discussed.

At December 31, 2024, the District's investments had the following quality ratings:

| <u>Investment Type</u> | <u>12/31/2024 Fair Value</u> | <u>Quality Rating</u> |
|---------------------------------|---|----------------------------------|
| <u>Debt Securities</u> | | |
| Stock in Health Risk Group | \$ 1,575 | Unrated |
| Utah Public Treas. Invest. Fund | <u>1,754,643</u> | Unrated |
| Total investments | <u><u>\$ 1,756,218</u></u> | |

Concentration of Credit Risk

Concentration of credit risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. The District's policy for reducing this risk of loss is to comply with the Rules of the Money Management Council. Rule 17 of the Money Management Council limits investments in a single issuer of commercial paper and corporate obligations to 5-10% depending upon the total dollar amount held in the portfolio.

Custodial Credit Risk

Custodial credit risk for investments is the risk that, in the event of a failure of the counter party, the District will not be able to recover the value of the investment or collateral securities that are in the possession of an outside party. The District complies with the custody requirements of the Utah Money Management Act and Rules of the Money Management Council. All investment securities are required to be held by the public treasurer, in safekeeping by a bank or trust company, or in a book-entry-only record maintained by a securities depository, in the Federal Book Entry system or in the book-entry records of the issuer of the security in the name of the public entity. All investment securities are held in a qualified depository certified by the Commissioner of Financial Institutions as adhering to the rules of the Utah Money Management Council or in the book entry records of the issuer of the security.

The District's investments at December 31, 2024 were held by the District or in the District's name by the District's custodial banks with qualified depositories totaling \$1,754,643 where the underlying securities were uninsured and held by the investment's counterparty the Utah Public Treasurer's Investment Fund.

5. CAPITAL ASSETS

Capital asset activity for the year ended December 31, 2024 was as follows:

| | Balance 12-31-23 | Additions | Contributions & Adjustments | Balance 12-31-24 |
|---|----------------------------|----------------------------|--------------------------------|----------------------------|
| Business-type activities: | | | | |
| Capital assets not being depreciated: | | | | |
| Land | \$ 126,000 | | | \$ 126,000 |
| Work in process | | | | |
| Total capital assets not being depreciated | <u>\$ 126,000</u> | <u>\$...</u> | <u>\$...</u> | <u>\$ 126,000</u> |
| Capital assets being depreciated: | | | | |
| Buildings | \$ 2,917,303 | | | \$ 2,917,303 |
| Improvements | 148,597 | \$ 9,987 | | 158,584 |
| Equipment | 468,270 | | | 468,270 |
| Total capital assets being depreciated | <u>\$ 3,534,170</u> | <u>\$ 9,987</u> | <u>\$...</u> | <u>\$ 3,544,157</u> |
| Business-type activities: | | | | |
| Less accumulated depreciation for: | | | | |
| Buildings | \$ (638,235) | \$ (97,244) | | \$ (735,479) |
| Improvements | (67,358) | (7,047) | | (74,405) |
| Equipment | (382,762) | (30,330) | | (413,092) |
| Total accumulated depreciation | <u>\$(1,088,355)</u> | <u>\$ (134,621)</u> | <u>\$...</u> | <u>\$(1,222,976)</u> |
| Total capital assets, being depreciated, net | <u>\$ 2,445,815</u> | <u>\$ (124,634)</u> | <u>\$...</u> | <u>\$ 2,321,181</u> |
| Business-type activities capital assets, net | <u><u>\$ 2,571,815</u></u> | <u><u>\$ (124,634)</u></u> | <u><u>\$...</u></u> | <u><u>\$ 2,447,181</u></u> |

6. INTERGOVERNMENTAL REVENUE

The District receives federal and state grants and matching funds from San Juan County. The revenue received is shown as operating revenues on the Statement of Revenues, Expenses and Changes in Fund Net Position. These funds are instrumental in the overall operations of the District and are used to enhance the services provided.

7. **PENSION PLAN**

General Information about the Pension Plan

Plan description: Eligible plan participants are provided with pensions through the Utah Retirement Systems. Participation in Utah Retirement Systems are comprised of the following Pension Trust Funds:

Defined Benefit Plans

- Public Employees Noncontributory Retirement System (Noncontributory System) is a multiple-employer, cost sharing, public employee retirement system.
- Tier 2 Public Employees Contributory Retirement System (Tier 2 Public Employees System) is a multiple-employer cost sharing public employees retirement system.

The Tier 2 Public Employees System became effective July 1, 2011. All eligible employees beginning on or after July 1, 2011, who have no previous service credit with any of the Utah Retirement Systems, are members of the Tier 2 Retirement System.

The Utah Retirement Systems (Systems) are established and governed by the respective sections of Title 49 of the Utah Code Annotated 1953, as amended. The Systems' defined benefit plans are amended statutorily by the State Legislature. The Utah State Retirement Office Act in Title 49 provides for the administration of the Systems under the direction of the Utah State Retirement Board, whose members are appointed by the Governor. The Systems are fiduciary funds defined as pension (and other employee benefit) trust funds. URS is a component unit of the State of Utah. Title 49 of the Utah Code grants the authority to establish and amend the benefit terms.

URS issues a publicly available financial report that can be obtained by writing Utah Retirement Systems, 560 East 200 South, Salt Lake City, Utah 84102 or visiting the website: www.urs.org/general/publications.

7. **PENSION PLAN (continued)**

Summary of Benefits by System

Benefits provided: URS provides retirement, disability, and death benefits. Retirement benefits are as follows:

| System | Final Average Salary | Years of service required and/or age eligible for benefit | Benefit percentage per year of service | COLA** |
|--------------------------------|----------------------|--|--|------------|
| Noncontributory System | Highest 3 years | 30 years, any age 25 years, any age* 20 years, age 60* 10 years, age 62* 4 years, age 65 | 2.0% per year all years | Up to 4% |
| Tier 2 Public Employees System | Highest 5 years | 35 years, any age 20 years, age 60* 10 years, age 62* 4 years, age 65 | 1.5% per year all years | Up to 2.5% |

* Actuarial reductions are applied

** All post-retirement cost-of-living adjustments non-compounding and are based on the original benefit except for Judges, which is a compounding benefit. The cost-of-living adjustments are also limited to the actual Consumer Price Index (CPI) increase for the year, although unused CPI increases not met may be carried forward to subsequent years.

Contributions Rate Summary:

As a condition of participation in the Systems, employers and/or employees are required to contribute certain percentages of salary and wages as authorized by statute and specified by the URS Board. Contributions are actuarially determined as an amount that, when combined with employee contributions (where applicable) is expected to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded actuarial accrued liability. Contribution rates as of December 31, 2024 are as follows:

7. **PENSION PLAN (continued)**

Contributions Rate Summary (continued)

| Tier 1 - DB System | | | | Tier 2 - DB Hybrid System | | | | Tier 2 - 401(k) Option | | | |
|------------------------|----------|-----------|---|---------------------------------|----------|----------|-----------|------------------------------|----------|----------|-----------|
| | | | | Tier2 | | | | Tier2 | | | |
| Employee | Employer | ER 401(k) | | Fund | Employee | Employer | ER 401(k) | Fund | Employee | Employer | ER 401(k) |
| Noncontributory System | | | | | | | | | | | |
| 15 Local Government | - | 16.97 | - | 111 | 0.70 | 15.19 | - | 211 | - | 5.19% | 10.00 |

***Tier 2 rates include a statutory required contribution to finance the unfunded actuarial accrued liability of the Tier 1 plans.

Contribution Summary

For the fiscal year ended December 31, 2024, the employer and employee contributions to the System were as follows:

| System | Employer Contributions | Employee Contributions |
|--------------------------------|---------------------------|---------------------------|
| Noncontributory System | \$ 52,861 | |
| Tier 2 Public Employees System | 110,921 | \$ 2,556 |
| Tier 2 DC Only Employees Plan | 8,262 | 19 |
| Total Contributions | <u>\$ 172,044</u> | <u>\$ 2,575</u> |

Contributions reported are the URS Board approved required contributions by System. Contributions in the Tier 2 Systems are used to finance the unfunded liabilities in the Tier 1 System.

7. PENSION PLAN (continued)

Combined Pension Assets, Liabilities, Expense, and Deferred Outflows and Inflows of Resources Relating to Pensions

At December 31, 2024, we reported a net pension asset of \$170,233 and a net pension liability of \$0.

| | (Measurement Date): December 31, 2023 | | | | |
|-----------------------------------|---------------------------------------|-------------------------|------------------------|---|----------------------|
| | Net Pension Liability | Net Pension Asset | Proportionate Share | Proportionate Share Dec. 31, 2022 | Change (Decrease) |
| Noncontributory System | \$ 123,920 | | 0.0534240% | 0.0593270% | -0.0059030% |
| Tier 2 Public Employees System | 46,313 | | 0.0237942% | 0.0245882% | -0.0007940% |
| Total Net Pension Asset/Liability | <u>\$ 170,233</u> | <u>\$...</u> | | | |

The net pension asset and liability were measured as of December 31, 2023, and the total pension liability used to calculate the net pension asset and liability was determined by an actuarial valuation as of January 1, 2023 and rolled-forward using generally accepted actuarial procedures. The proportion of the net pension asset and liability is equal to the ratio of the employer's actual contributions to the Systems during the plan year over the total of all employer contributions to the System during the plan year.

For the year ended December 31, 2024, we recognized pension expense of \$142,421.

At December 31, 2024, we reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following sources:

| | Deferred Outflows Of Resources | Deferred Inflows Of Resources |
|---|-----------------------------------|----------------------------------|
| Differences between expected and actual experience | \$ 101,604 | \$ 758 |
| Changes in assumptions | 63,695 | 37 |
| Net difference between projected and actual earnings on pension plan investments | 45,528 | - |
| Changes in proportion and differences between contributions and proportionate share of contributions | 7,976 | 3,383 |
| Contributions subsequent to the measurement date | <u>172,044</u> | <u>-</u> |
| Total | <u>\$ 390,847</u> | <u>\$ 4,178</u> |

7. **PENSION PLAN (continued)**

Combined Pension Assets, Liabilities, Expense, and Deferred Outflows and Inflows of Resources Related to Pensions (continued)

\$172,044 was reported as deferred outflows of resources related to pensions results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2023.

These contributions will be recognized as a reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

| <u>Year Ended December 31,</u> | <u>(Inflows) of Resources</u> |
|--------------------------------|-------------------------------|
| 2024 | \$ 56,987 |
| 2025 | 57,755 |
| 2026 | 86,529 |
| 2027 | (13,332) |
| 2028 | 4,867 |
| Thereafter | 21,819 |

Noncontributory System pension Expense, and Deferred Outflows and Inflows of Resources.

For the year ended December 31, 2024, we recognized pension expense of \$81,842.

At December 31, 2024, we reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following:

| | <u>Deferred Outflows Of Resources</u> | <u>Deferred Inflows Of Resources</u> |
|---|---|--|
| Differences between expected and actual experience | \$ 86,770 | |
| Changes in assumptions | 37,186 | |
| Net difference between projected and actual earnings on pension plan investments | 40,298 | |
| Changes in proportion and differences between contributions and proportionate share of contributions | 678 | \$ 2,121 |
| Contributions subsequent to the measurement date | 52,861 | |
| Total | <u>\$ 217,793</u> | <u>\$ 2,121</u> |

\$52,861 reported as deferred outflows of resources related to pensions results from contributions made by us prior to our fiscal year, but subsequent to the measurement date of December 31, 2023.

7. **PENSION PLAN (continued)**

Noncontributory System pension Expense, and Deferred Outflows and Inflows of Resources (continued)

These contributions will be recognized as a reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions, will be recognized in pension expense as follows:

| <u>Year Ended December 31,</u> | <u>(Inflows) of Resources</u> |
|--------------------------------|-------------------------------|
| 2024 | \$ 52,526 |
| 2025 | 51,449 |
| 2026 | 75,763 |
| 2027 | (16,925) |
| 2028 | - |
| Thereafter | - |

Tier 2 Public Employees System Pension Expense, and Deferred Outflows and Inflows of Resources

For the year ended December 31, 2024, we recognized pension expense of \$60,580.

At December 31, 2024, we reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following

| | <u>Deferred Outflows Of Resources</u> | <u>Deferred Inflows Of Resources</u> |
|---|---|--|
| Differences between expected and actual experience | \$ 14,834 | \$ 758 |
| Changes in assumptions | 26,509 | 37 |
| Net difference between projected and actual earnings on pension plan investments | 5,230 | - |
| Changes in proportion and differences between contributions and proportionate share of contributions | 7,297 | 1,262 |
| Contributions subsequent to the measurement date | <u>119,183</u> | <u>-</u> |
| Total | <u>\$ 173,053</u> | <u>\$ 2,057</u> |

\$119,183 reported as deferred outflows of resources related to pensions results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2023.

7. PENSION PLAN (continued)

Tier 2 Public Employees System Pension Expense, and Deferred Outflows and Inflows of Resources (continued)

These contributions will be recognized as a reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions, will be recognized in pension expense as follows:

| <u>Year Ended December 31,</u> | <u>(Inflows) of Resources</u> |
|--------------------------------|-------------------------------|
| 2024 | \$ 4,462 |
| 2025 | 6,306 |
| 2026 | 10,766 |
| 2027 | 3,593 |
| 2028 | 4,867 |
| Thereafter | 21,819 |

Actuarial Assumptions

The total pension liability in the December 31, 2023, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

| | |
|---------------------------|---|
| Inflation | 2.50 percent |
| Salary increases | 3.5-9.5 percent, average, including inflation |
| Investment rate of return | 6.85 percent, net of pension plan investment expense, including inflation |

Mortality rates were adopted from an actuarial experience study dated January 1, 2023. The retired mortality tables are developed using URS retiree experience and are based upon gender, occupation, and age as appropriate with projected improvement using the ultimate rates from the MP-2020 improvement scale using a base year 2020. The mortality assumption for active members is the PUB-2010 Employees Mortality Table for public employees, teachers, and public safety members, respectively.

The actuarial assumptions used in the January 1, 2023, valuation were based on the results of an actuarial experience study for the period ending December 31, 2022.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class and is applied consistently to each defined benefit pension plan. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

7. PENSION PLAN (continued)

Actuarial Assumptions (continued)

| Asset Class | Expected Return Arithmetic Base | | |
|---------------------------|---------------------------------|------------------------------------|--|
| | Target Asset Allocation | Real Return Arithmetic Basis | Long-term expected portfolio real rate of return |
| Equity securities | 35.00% | 6.87% | 2.40% |
| Debt securities | 20.00% | 1.54% | 0.31% |
| Real assets | 18.00% | 5.43% | 0.98% |
| Private equity | 12.00% | 9.80% | 1.18% |
| Absolute return | 15.00% | 3.86% | 0.58% |
| Cash and cash equivalents | 0.00% | 0.24% | 0.00% |
| Totals | 100% | | 5.45% |
| | | Inflation | 2.50% |
| | | Expected arithmetic nominal return | 7.95% |

The 6.85% assumed investment rate of return is comprised of an inflation rate of 2.50%, a real return of 4.35% that is net of investment expense.

Discount rate: The discount rate used to measure the total pension liability was 6.85 percent. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rate, and that contributions from all participating employers will be made at contractually required rates that are actuarially determined and certified by the URS Board. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current, active, and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments payments, to determine the total pension liability. The discount rate does not use the Municipal Bond Index Rate.

Sensitivity of the proportionate share of the net pension asset and liability to changes in the discount rate: The following presents the proportionate share of the net pension liability calculated using the discount rate of 6.85 percent, as well as what the proportionate share of the net pension liability (asset) would be if it were calculated using a discount rate that is 1.00 percentage point lower (5.85 percent) or 1.00 percentage point higher (7.85 percent) than the current rate:

| System | 1% Decrease (5.85%) | Discount Rate (6.85%) | 1% Increase (7.85%) |
|--------------------------------|------------------------|--------------------------|------------------------|
| Noncontributory System | \$ 643,140 | \$ 123,920 | \$ (310,891) |
| Tier 2 Public Employees System | 159,123 | 46,313 | (41,172) |
| Total | \$ 802,263 | \$ 170,233 | \$ (352,063) |

7. **PENSION PLAN (continued)**

Actuarial Assumptions (continued)

Pension plan fiduciary net position: Detailed information about the pension plan's fiduciary net position is available in the separately issued URS financial report.

Defined Contribution Savings Plans

The Defined Contribution Savings Plans are administered by the Utah Retirement Systems Board and are generally supplemental plans to the basic retirement benefits of the Retirement Systems, but may also be used as a primary retirement plan. These plans are voluntary tax-advantaged retirement savings programs authorized under sections 401(k), 457(b) and 408 of the Internal Revenue Code. Detailed information regarding plan provisions is available in the separately issued URS financial report.

San Juan Mental Health participates in the following Defined Contribution Savings Plans with Utah Retirement Systems:

- *401(k) Plan
- *Roth IRA Plan

Employee and employer contributions to the Utah Retirement Defined Contribution Savings Plans for fiscal year ended December 31, were as follows:

| | 2024 | 2023 | 2022 |
|-----------------------|-----------|-----------|-----------|
| 401 (k) Plan | | | |
| Employer contribution | \$ 19,452 | \$ 23,692 | \$ 19,504 |
| Employee contribution | 13,311 | 12,370 | 5,905 |
| Roth IRA Plan | | | |
| Employer contribution | N/A | N/A | N/A |
| Employee contribution | 3,600 | 4,100 | 14,400 |

Pension Beginning and Ending Values

San Juan Mental Health
December 31, 2024

| | Beginning Values | | | Ending Values | | |
|-------------------------|------------------|--------|------------|---------------|--------|------------|
| | Liability | Asset | NPL/(NPA) | Liability | Asset | NPL/(NPA) |
| GASB 68 schedule | | | | | | |
| Noncontributory | \$ 101,612 | | \$ 101,612 | \$ 123,920 | | \$ 123,920 |
| Tier 2 Public Employees | 26,774 | | 26,774 | 4,613 | | 4,613 |
| Total | \$ 128,386 | \$... | \$ 128,386 | \$ 128,533 | \$... | \$ 128,533 |

7. PENSION PLAN (continued)

Pension Beginning and Ending Values (continued)

| Retirement System | Net Pension Liability/(Asset) at 12/31/22 | | | Net Pension Liability/(Asset) at 12/31/23 | | |
|-------------------------|---|------------------------|---------------------|---|------------------------|-------------------|
| | System Total NPL/(NPA) | Proportionate Share | Beginning Values | System Total NPL/(NPA) | Proportionate Share | Ending Values |
| Noncontributory | | | | | | |
| Local Government | \$ 171,274,888 | 0.0593270% | \$ 101,612 | \$ 231,956,482 | 0.053424% | \$ 123,920 |
| Tier 2 Public Employees | 108,889,373 | 0.0245882% | 26,774 | 194,638,109 | 0.023794% | 46,313 |
| Total | <u>\$ 280,164,261</u> | | <u>\$ 128,386</u> | <u>\$ 426,594,591</u> | | <u>\$ 170,233</u> |

8. PREPAID EXPENSES

San Juan Mental Health\Substance Abuse Special Service District purchased several insurance policies that cover an entire year that does not follow the calendar year. The District has elected to allocate the payment monthly, which requires the amount to be recorded as an asset in prepaid expenses and record an expense on a monthly basis.

9. FUNDING SOURCES

San Juan Mental Health\Substance Abuse Special Service District operates on funds provided by Medicaid mental health contracts, Medicaid substance abuse contracts; several federal and state contracts and County match contributions. Part of the Medicaid contracts require a match that has to come from other sources of funds. The District's ability to continue operations using Medicaid mental health and substance abuse contracts is contingent upon the County's ability to provide the necessary funding match. Although funding is not guaranteed, the County has a vested interest in the financial match that is needed for the security of the facility.

10. USE OF ESTIMATES

The preparation of basic financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the basic financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

11. LONG-TERM DEBT

Annual debt requirements to maturity for capital leases are as follows:

| Year Ending December 31, | Interest | Principal | Total |
|-----------------------------|-------------------|-------------------|-------------------|
| 2025 | \$ 14,217 | \$ 25,720 | \$ 39,937 |
| 2026 | 13,741 | 26,100 | 39,841 |
| 2027 | 13,260 | 27,480 | 40,740 |
| 2028 | 12,747 | 27,480 | 40,227 |
| 2029 | 12,235 | 27,860 | 40,095 |
| 2030-2034 | 53,178 | 148,480 | 201,658 |
| 2035-2039 | 38,712 | 162,700 | 201,412 |
| 2040-2044 | 22,806 | 178,300 | 201,106 |
| 2045-2048 | 5,621 | 128,021 | 133,642 |
| | <u>\$ 186,517</u> | <u>\$ 752,141</u> | <u>\$ 938,658</u> |

Capital Leases – Capital lease payable at December 31, 2024, with their outstanding balances, are comprised of the following individual issues:

Business-type Activities

Lease Revenue Bond Series 2017, due in annual installments from \$23,547 to \$23,913 beginning March 1, 2018 and maturing March 1, 2047. The bond has an annual interest rate of 1.50 percent.

The purpose of the bond was to build a new Health Service Facility. \$ 458,660

Lease Revenue Bond Series 2019, due in annual installments from \$15,514 to \$17,200 beginning December 1, 2019 and maturing December 1, 2048. The bond has an annual interest rate of 2.50 percent.

The purpose of the bond was to buy a house for a Day treatment Facility
Located at 633 South 200 W Blanding, UT 84511 293,481

Total \$ 752,141

Business Activity Debt

During 2017, the District finalized an agreement with San Juan County Municipal Building Authority for the construction of a new Health Service Facility. The District is utilizing approximately 38% of the facility and will make payments to the San Juan County Municipal Building Authority for the District's portion of the debt which is \$570,000. This facility and debt obligations are considered a capital lease obligation and debt for the District. The debt obligation is for 30 years with payments ranging from \$23,546.70 to \$23,913.40, with an interest rate of 1.5%. The repayment schedule is as follows:

11. LONG-TERM DEBT

| Due Date March 1, | Interest | Principal | Total |
|----------------------|------------------|-------------------|-------------------|
| 2025 | \$ 6,880 | \$ 16,720 | \$ 23,600 |
| 2026 | 6,629 | 17,100 | 23,729 |
| 2027 | 6,373 | 17,480 | 23,853 |
| 2028 | 6,110 | 17,480 | 23,590 |
| 2029 | 5,848 | 17,860 | 23,708 |
| 2030-2034 | 25,143 | 93,480 | 118,623 |
| 2035-2039 | 17,927 | 100,700 | 118,627 |
| 2040-2044 | 10,146 | 108,300 | 118,446 |
| 2045-2048 | 2,098 | 69,540 | 71,638 |
| | <u>\$ 87,154</u> | <u>\$ 458,660</u> | <u>\$ 545,814</u> |

During 2019, The District Finalized an agreement with San Juan County Municipal Building Authority to purchase a home located at 633 S 200 W Blanding, UT 84511 for a day treatment facility. The District will make payments to the San Juan County Municipal Building Authority. The total amount of the debt is \$350,000. The house and debt obligations are considered a capital lease obligation and debt for the District. The debt obligation is for 30 years with payments ranging from \$15,465 to \$17,200, with an interest rate of 2.50%. The repayment schedule is as follows:

| Due Date - December 1, | Interest | Principal | Total |
|------------------------|------------------|-------------------|-------------------|
| 2025 | \$ 7,337 | \$ 9,000 | \$ 16,337 |
| 2026 | 7,112 | 9,000 | 16,112 |
| 2027 | 6,887 | 10,000 | 16,887 |
| 2028 | 6,637 | 10,000 | 16,637 |
| 2029 | 6,387 | 10,000 | 16,387 |
| 2030-2034 | 28,035 | 55,000 | 83,035 |
| 2035-2039 | 20,785 | 62,000 | 82,785 |
| 2040-2044 | 12,660 | 70,000 | 82,660 |
| 2045-2048 | 3,523 | 58,481 | 62,004 |
| | <u>\$ 99,363</u> | <u>\$ 293,481</u> | <u>\$ 392,844</u> |

11. LONG-TERM DEBT (Continued)

Listed below is the change in long-term debt during the year ended December 31, 2024.

| | <u>Beginning Balance</u> | <u>Additions</u> | <u>Reductions</u> | <u>Ending Balance</u> | <u>Due Within One Year</u> |
|---|------------------------------|------------------|-------------------|---------------------------|--------------------------------|
| Business-type activities: | | | | | |
| Capital Lease | \$ 777,861 | | \$ 25,720 | \$ 752,141 | \$ 25,720 |
| Business-type activity long-term liabilities | <u>\$ 777,861</u> | <u>\$...</u> | <u>\$ 25,720</u> | <u>\$ 752,141</u> | <u>\$ 25,720</u> |

12. RESTRICTED NET POSITION

During the year 2002, the Board adopted a resolution restricting the net position. The amounts have changed for the current year, but the purposes have not changed.

| | |
|--------------------------------------|-------------------|
| Debt reserve requirement | \$ 41,113 |
| Medicaid (60-day operational budget) | 643,278 |
| Liability for compensated absences | 83,100 |
| Reserve for depreciation | <u>134,621</u> |
| | <u>\$ 902,112</u> |

13. SUBSEQUENT EVENTS

Management has evaluated subsequent events through June 15, 2025, the date the financial statements were available to be issued. Based on this evaluation, there were no material subsequent events that required adjustment to or disclosure in the financial statements for the year ended December 31, 2024.

SAN JUAN MENTAL HEALTH/SUBSTANCE ABUSE SPECIAL SERVICE DISTRICT

Required Supplementary Information

SCHEDULE 1 Schedule of the Proportionate Share of the Net Pension Liability

SCHEDULE 2 Schedule of Contributions

Notes to Required Supplementary Information

**SAN JUAN MENTAL HEALTH/SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
(A COMPONENT UNIT OF SAN JUAN COUNTY)
SCHEDULE OF THE PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
AS OF DECEMBER 31, 2024**

| | | Proportion of the net pension liability (asset) | Proportionate share of the net pension liability (asset) | Covered employee payroll | Proportionate share of the net pension liab (asset) as a percentage of its covered employee payroll | Plan fiduciary net position as a % of the total pension liability (asset) |
|--------------------------------|------|---|---|--------------------------------|---|---|
| Noncontributory System | 2014 | 0.0684797% | \$ 297,355 | \$ 621,036 | 47.90% | 90.20% |
| | 2015 | 0.0754911% | 427,165 | 604,010 | 70.72% | 87.80% |
| | 2016 | 0.0838216% | 538,237 | 688,653 | 78.16% | 87.30% |
| | 2017 | 0.0808519% | 354,236 | 643,729 | 55.03% | 91.90% |
| | 2018 | 0.0714143% | 525,875 | 523,509 | 100.45% | 87.00% |
| | 2019 | 0.0688425% | 259,458 | 487,129 | 53.26% | 93.70% |
| | 2020 | 0.0686538% | 35,215 | 512,772 | 6.87% | 99.20% |
| | 2021 | 0.0675245% | (386,720) | 452,501 | -85.46% | 108.70% |
| | 2022 | 0.0593270% | 101,612 | 413,847 | 24.55% | 97.50% |
| | 2023 | 0.0534240% | 123,920 | 345,795 | 35.84% | 96.90% |
| Tier 2 Public Employees System | 2014 | 0.0255971% | \$ (776) | \$ 125,537 | -0.60% | 103.50% |
| | 2015 | 0.0176592% | (39) | 114,081 | -0.03% | 100.20% |
| | 2016 | 0.0165370% | 1,845 | 135,616 | 1.36% | 95.10% |
| | 2017 | 0.0127450% | 1,124 | 124,519 | 0.90% | 97.40% |
| | 2018 | 0.0205713% | 8,810 | 240,325 | 3.67% | 90.80% |
| | 2019 | 0.0238169% | 5,357 | 330,701 | 1.62% | 96.50% |
| | 2020 | 0.0202172% | 2,908 | 323,347 | 0.90% | 98.30% |
| | 2021 | 0.0256710% | (10,865) | 476,333 | -2.28% | 103.80% |
| | 2022 | 0.0245882% | 26,774 | 537,002 | 4.99% | 92.30% |
| | 2023 | 0.0237942% | 46,313 | 615,161 | 7.53% | 89.58% |

* In accordance with paragraph 81.a GASB 68, employers will need to disclose a 10-year history of their proportionate share of the net pension liability (asset) in their RSI. This schedule will need to be built prospectively. Prior year numbers are available from prior year note disclosure.

"The accompanying notes are an integral part of these financial statements."

**SAN JUAN MENTAL HEALTH/SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
(A COMPONENT UNIT OF SAN JUAN COUNTY)
SCHEDULE OF CONTRIBUTIONS
AS OF DECEMBER 31, 2024**

| | As of fiscal year ended December 31, | Actuarial Determined Contributions | Contributions in relation to the contractually required Contribution | Contribution deficiency (excess) | Covered payroll | Contributions as a percentage of covered employee payroll |
|---|--|--|--|--|--------------------|---|
| Noncontributory System | 2014 | \$ 99,518 | \$ 99,518 | \$ - | \$ 621,036 | 16.02% |
| | 2015 | 111,561 | 111,561 | - | 604,010 | 18.47% |
| | 2016 | 127,194 | 127,194 | - | 688,653 | 18.47% |
| | 2017 | 118,869 | 118,869 | - | 643,579 | 18.47% |
| | 2018 | 96,692 | 96,692 | - | 523,509 | 18.47% |
| | 2019 | 89,973 | 89,973 | - | 487,129 | 18.47% |
| | 2020 | 94,709 | 94,709 | - | 512,772 | 18.47% |
| | 2021 | 83,577 | 83,577 | - | 452,501 | 18.47% |
| | 2022 | 75,490 | 75,490 | - | 413,847 | 18.24% |
| | 2023 | 62,131 | 62,131 | - | 345,745 | 17.97% |
| | 2024 | 52,861 | 52,861 | - | 302,587 | 17.47% |
| Tier 2 Public Employees System* | 2014 | \$ 18,177 | \$ 18,177 | \$ - | \$ 125,537 | 14.48% |
| | 2015 | 17,026 | 17,026 | - | 114,081 | 14.92% |
| | 2016 | 20,861 | 20,861 | - | 139,914 | 14.91% |
| | 2017 | 18,717 | 18,717 | - | 124,519 | 15.03% |
| | 2018 | 36,844 | 36,844 | - | 240,325 | 15.33% |
| | 2019 | 52,099 | 52,099 | - | 333,730 | 15.61% |
| | 2020 | 50,858 | 50,858 | - | 323,347 | 15.73% |
| | 2021 | 75,952 | 75,952 | - | 476,333 | 15.95% |
| | 2022 | 86,526 | 86,526 | - | 539,445 | 16.04% |
| | 2023 | 98,915 | 98,915 | - | 617,835 | 16.01% |
| | 2024 | 110,921 | 110,921 | - | 711,530 | 15.59% |
| Tier 2 Public Employees DC Only System* | 2014 | \$ 505 | \$ 505 | \$ - | \$ 7,515 | 6.72% |
| | 2015 | 5,171 | 5,171 | - | 77,098 | 6.71% |
| | 2016 | 6,732 | 6,732 | - | 100,624 | 6.69% |
| | 2017 | 11,644 | 11,644 | - | 174,046 | 6.69% |
| | 2018 | 12,571 | 12,571 | - | 187,908 | 6.69% |
| | 2019 | 12,147 | 12,147 | - | 181,558 | 6.69% |
| | 2020 | 10,099 | 10,099 | - | 150,961 | 6.69% |
| | 2021 | 12,130 | 12,130 | - | 181,308 | 6.69% |
| | 2022 | 7,251 | 7,251 | - | 111,872 | 6.48% |
| | 2023 | 10,781 | 10,781 | - | 174,174 | 6.19% |
| | 2024 | 8,262 | 8,262 | - | 142,625 | 5.79% |

* Contributions in Tier 2 include an amortization rate to help fund the unfunded liabilities in the Tier 1 systems. Tier 2 systems were created effective July 1, 2011.

Paragraph 81.b of GASB 68 requires employers to disclose a 10-year history of contributions in RSI. Contributions as a percentage of covered-payroll may be different than the board certified rate due to rounding and other administrative issues.

"The accompanying notes are an integral part of these financial statements."

**SAN JUAN MENTAL HEALTH/SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
(A COMPONENT UNIT OF SAN JUAN COUNTY)
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
FOR THE YEAR ENDED DECEMBER 31, 2023**

CHANGES IN ASSUMPTIONS:

Changes include updates to the mortality improvement assumption, salary increase assumption, disability incidence assumption, assumed retirement rates, and assumed termination rates, as recommended with the January 1, 2023 actuarial experience study.

SAN JUAN MENTAL HEALTH/SUBSTANCE ABUSE SPECIAL SERVICE DISTRICT

Supplementary Information

SMUIN, RICH & MARSING

CERTIFIED PUBLIC ACCOUNTANTS

294 East 100 South

Price, Utah 84501

Phone (435) 637-1203 • Fax (435) 637-8708

Item 18.

Board of Directors
San Juan Mental Health/Substance
Abuse Special Service District
Blanding, Utah 84511

RE: Independent Auditor's Report on Internal Control
Over Financial Reporting and on Compliance and
Other Matters Based on an Audit of Financial
Statements Performed in Accordance With
Government Auditing Standards

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the accompanying financial statements of the business-type activities of San Juan Mental Health/Substance Abuse Special Service District (a component unit of San Juan County), as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise San Juan Mental Health/Substance Abuse Special Service District's basic financial statements, and have issued our report thereon dated June 27, 2025.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered San Juan Mental Health/Substance Abuse Special Service District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of San Juan Mental Health/Substance Abuse Special Service District's internal control. Accordingly, we do not express an opinion on the effectiveness of San Juan Mental Health/Substance Abuse Special Service District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weakness may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

SMUIN, RICH & MARSING



Price, Utah

June 27, 2025

SMUIN, RICH & MARSING

CERTIFIED PUBLIC ACCOUNTANTS

294 East 100 South

Price, Utah 84501

Phone (435) 637-1203 • Fax (435) 637-8708

Item 18.

Board of Directors
San Juan Mental Health/Substance
Abuse Special Service District
Blanding, Utah 84511

RE: Independent Auditor's Report on Compliance
And Report on Internal Control Over Compliance
As Required By the State Compliance Audit
Guide

To the Board of Directors:

Report on Compliance

We have audited San Juan Mental Health/Substance Abuse Special Service District's (a component unit of San Juan County) compliance with the following applicable state requirements described in the *State Compliance Audit Guide*, issued by the Office of the Utah State Auditor, for the year ended December 31, 2024.

State compliance requirements were tested for the year ended December 31, 2024, in the following areas:

Utah State Retirement
Fund Balance
Treasurer's Bond

Budgetary Compliance
Fraud Risk Assessment
Governmental Fees

Opinion on Compliance

In our opinion San Juan Mental Health/Substance Abuse Special Service District complied, in all material respects, with the state compliance requirements referred to above for the year ended December 31, 2024.

Basis for Opinion

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States (Government Auditing Standards); and the State Compliance Audit Guide (Guide), issued by the Office of the Utah State Auditor. Our responsibilities under those standards and the State Compliance Audit Guide are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the District and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion. Our audit does not provide a legal determination of the District's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the District's government programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and the Guide will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the District's compliance with the requirements of the government program as a whole.

In performing an audit in accordance with GAAS, Government Auditing Standards, and the Guide, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the District's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the District's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the State Compliance Audit Guide, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent or to detect and correct noncompliance with a state compliance requirement on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a state compliance requirement will not be prevented or detected and corrected on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a state compliance requirement that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control and compliance and the results of that testing based on the requirements of the Guide. Accordingly, this report is not suitable for any other purpose.

SMUIN, RICH & MARSING



Price, Utah

June 27, 2025



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

Department of Human Services

TRACY S. GRUBER
Executive Director

NATE CHECKETTS
Deputy Director

DAVID LITVACK
Deputy Director

Item 18.

Certification of Audit Review by County

As required under the provisions of contracts with Local Substance Abuse and Mental Health Authorities

The requirement for members of the Local Substance Abuse and Mental Health Authorities to annually certify receipt and review of the independent audit and interview with the provider's executive officers is to assure compliance with the following statutory mandates:

Each member of the Local Substance Abuse and Mental Health Authority shall annually certify that he has received and reviewed the independent audit and have participated in a formal interview with the provider's Executive Officers. (See Utah Code 26B-5-108-1-d)

That an independent audit shall be conducted pursuant to title (51-2a-2-201.5-2) and that the prescribed Guidelines and procedures are in accordance with the State Auditor. (See Utah Code 67-3-1)

That the Local Substance Abuse and Mental Health Authority is exercising sufficient oversight and control over public funds allocated for substance abuse and mental health programs and services.

The Local Mental Health Authority of _____ provides this assurance.

County Commissioner/Councilmember

County Commissioner/Councilmember

County Commissioner/Councilmember

County Commissioner/Councilmember

County Commissioner/Councilmember

County Commissioner/Councilmember

County Commissioner/Councilmember

County Manager/Executive/Mayor

Date: _____

Please submit this certification electronically to:

The Utah Division of Substance Abuse and Mental Health
Attention: Kelly Ovard
kovard@utah.gov

DSAMH, 195 North 1950 West, Salt Lake City, Utah 84116
telephone (801) 538-3939 • facsimile (801) 538-9892 • www.dsamh.utah.gov



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

Department of Natural Resources
Division of Oil, Gas and Mining

JOEL FERRY
Executive Director

MICK THOMAS
Division Director

Item 19.

August 8, 2025

CERTIFIED RETURN RECEIPT REQUESTED
7002 0510 0003 8602 7423

San Juan County Chief Administrative Officer
Mack McDonald
P. O. Box 9
Monticello, Utah 84535

Re: Kane Creek Project, Phase 2, AMR/037/918/R, Right of Entry for Mine Closures

Dear Mr. McDonald:

I am writing you about the Utah Abandoned Mine Reclamation Program's (AMRP) Kane Creek Project as it relates to property owned by San Juan County. I am sending you this certified letter requesting Right of Entry Consent that will allow the AMRP to access this property for the purpose of mine closures. Ownership research and field inventory shows that 11 open adits are located on San Juan County owned land. The closure of these open and unsafeguarded abandoned mines will not only serve to reduce public safety hazards but also reduce your liability as a landowner.

Enclosed are two copies of the Right of Entry Consent, which will allow AMRP and its representatives to access your property for the purposes of mine closures. The locations of the mine sites found on the property are indicated on this agreement and are also shown on the enclosed maps. If you concur with this proposal, please sign, date, and return both copies of the Consent to me in the self-addressed, stamped envelope provided. I will mail you a fully executed copy for your records after I have obtained all the required signatures. Copies of the maps and pertinent sections of the legislation that the AMRP operates under are yours to keep.

The AMRP has a provision within its regulations that allows it to place a lien on property should reclamation activities result in a significant increase in property value. Historically, the liens have been waived for AMRP projects because property values rarely increase as a result of our reclamation work. It is therefore extremely unlikely that a lien will be placed on your property by the AMRP as a result of this project.

The Kane Creek Project is funded by the AMRP. You will bear none of the costs of the mine closures. The Kane Creek Project is slated to begin construction in the fall of 2025. Please call me at (801) 538-5347 if you have any questions or concerns regarding the project or the Right of Entry Consent. I appreciate your cooperation in this matter.

Sincerely,

Connie Jo Garcia
Realty Specialist
Abandoned Mine Reclamation Program

CJG
Enclosures: 2 ROEs, Maps
O:\Projects\037SanJuan\918KaneCreekP2\Realty\ROE\9SanJuanCounty_Ltr.docx



INGRESS/EGRESS & RIGHT OF ENTRY CONSENT FOR RECLAMATION ACTIVITIES

by

SAN JUAN COUNTY

I, the undersigned, Landowner, Claimant or Lessee, or as agent for the Landowner, Claimant, or Lessee, do hereby consent to the following activities by the Utah Division of Oil, Gas & Mining, Department of Natural Resources (Division) and its agents, employees, or contractors:

1. Duly authorized employees, agents and/or contractors of the Division may enter upon the described land to perform reclamation activities to eliminate hazards created by past mining activities that affect the public's health, safety, and general welfare on the abandoned mine sites in San Juan County, Utah, Township 27 South, Range 23 East, Section 31, Salt Lake Base Meridian, which is more particularly described as follows:

| Tag Number | Sub-Section | Claim Name | MS, LOT, or UMC # | Proposed Reclamation |
|--------------|-------------|--------------------|-------------------|----------------------------------|
| 4272331HO001 | NW¼ SW¼SE¼ | Lucky Strike No. 2 | MS 6813 | Grate-P w Bat Flyways |
| 4272331HO002 | NW¼ SW¼SE¼ | Lucky Strike No. 1 | MS 6813 | Grate-P w Bat Flyways |
| 4272331HO003 | NW¼ SW¼SE¼ | Lucky Strike No. 1 | MS 6813 | Grate-P w Bat Flyways |
| 4272331HO004 | NW¼ SW¼SE¼ | Lucky Strike No. 1 | MS 6813 | Grate-P w Bat Flyways & Backfill |
| 4272331HO005 | NW¼ SW¼SE¼ | Lucky Strike No. 1 | MS 6813 | Grate-P w Bat Flyways |
| 4272331HO006 | NW¼ SW¼SE¼ | Lucky Strike No. 1 | MS 6813 | Grate-P w Bat Flyways |
| 4272331HO007 | NW¼ SW¼SE¼ | Lucky Strike No. 1 | MS 6813 | Grate-P w Bat Flyways |
| 4272331HO008 | NW¼ SW¼SE¼ | Lucky Strike No. 1 | MS 6813 | Grate-P w Bat Flyways |
| 4272331HO009 | NW¼ SW¼SE¼ | Lucky Strike No. 1 | MS 6813 | Grate-P w Bat Flyways |
| 4272331HO010 | NW¼ SW¼SE¼ | Lucky Strike No. 1 | MS 6813 | Grate-P w Bat Flyways |
| 4272331HO011 | SW¼ SW¼SE¼ | Lucky Strike No. 1 | MS 6813 | Grate-P w Bat Flyways |

Tag Number Explanation

Every field visited mine site was assigned a tag number by the Abandoned Mine Reclamation Program with the first digit being the quadrant in the Salt Lake Base Meridian (SLBM) (e.g., 1 for NE quarter of state, 2, for NW, 3 for SW, and 4 for SE) and the next 6 digits being Township, Range, and Section. These first six digits are not shown on the site maps due to spatial constraints. Following these first six digits are letters indicating the type of mine site (see legend below). The numbers that follow the letters are a sequenced number within the section. For example, tag number 3060412HO9 is the ninth horizontal opening located in SLBM quadrant 3, Township 6 South, Range 4 West, Section 12. Below is an explanation of the letter codes that indicate the type of mine site.

Legend

HO = Horizontal Opening (open adit or tunnel)
HC = Horizontal Closed (once extended further)
HP = Horizontal Prospect (never extended further)
VO = Vertical Opening (open shaft)
VC = Vertical Closed (was once deeper)
VP = Vertical Prospect (was never deeper)
IO = Inclined Opening (open inclined adit or shaft)
SH = Subsidence Hole
PI = Open Pit
ES = Equipment Structures

2. The proposed work consists of, but is not limited to, the following: backfilling shafts and adits with adjacent dumps or soil material, sealing shafts with steel grates; sealing adits with steel gates, concrete block or native stone bulkheads; and performing access improvements as needed. Construction-related disturbance will be reseeded where appropriate.

3. While performing construction, if the Division discovers additional sites or areas suitable to be reclaimed on Landowner's property, the Division may notify Landowner and obtain verbal consent to perform this additional reclamation.

4. It is understood that the Division will hire contractors to carry out reclamation activities. The Division will only accept liability to the extent required by Utah Administrative Code R643-874-150 or Utah Administrative Code R643-875-190 for actions related to these activities. The Division will require its contractor to carry liability insurance and agree to indemnify the Division and the Landowner, Claimant, or Lessee from any and all injuries sustained, or claims made, by Division and contractor employees and agents, and by third parties in connection with contractor's performance of the reclamation activities.

5. Except as herein set forth in this Right of Entry Consent, neither the Division nor the Landowner, Claimant, or Lessee shall undertake any activity, either expressed or implied, nor make any representation that purports to bind the other.

6. Duly authorized personnel of the Division are granted permission to inspect reclamation work at reasonable times.

7. It is expressly understood that all costs incurred for studies and reclamation activities shall be the sole liability of the Division.

8. All reclamation activity performed is pursuant to authority and funding under the Surface Mining Control and Reclamation Act of 1977 (Public Law 95-87) and Utah Administrative Code R643-870. et seq. and does not constitute a warranty or guarantee to the Landowner, Claimant, or Lessee relative to the protection of public health, safety, and general welfare or suitability of the premises for any specific use.

9. The Landowner, Claimant, or Lessee possesses no knowledge of mining or mining related activities that occurred on the lands described above at any time after the Surface Mining Control and Reclamation Act went into effect on August 3, 1977.

Dated this _____ day of _____, 2025

DIVISION OF OIL, GAS & MINING

SAN JUAN COUNTY

I certify that I am a legal owner, claimant, or lessee or agent for the legal owner, claimant, or lessee of the above-described property.

By: _____
Name: Mick Thomas
Title: Director

By: _____
Name: Mack McDonald
Title: San Juan County
Chief Administrative Officer

Steve Fluke, Administrator
Abandoned Mine Reclamation Program

SURFACE MINING CONTROL AND RECLAMATION ACT OF 1977¹

[Public Law 95-87]

[As Amended Through P.L. 117-58, Enacted November 15, 2021]

[Currency: This publication is a compilation of the text of Public Law 95-87. It was last amended by the public law listed in the As Amended Through note above and below at the bottom of each page of the pdf version and reflects current law through the date of the enactment of the public law listed at <https://www.govinfo.gov/app/collection/comps/>]

[Note: While this publication does not represent an official version of any Federal statute, substantial efforts have been made to ensure the accuracy of its contents. The official version of Federal law is found in the United States Statutes at Large and in the United States Code. The legal effect to be given to the Statutes at Large and the United States Code is established by statute (1 U.S.C. 112, 204).]

AN ACT To provide for the cooperation between the Secretary of the Interior and the States with respect to the regulation of surface coal mining operations, and the acquisition and reclamation of abandoned mines, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That this Act may be cited as the "Surface Mining Control and Reclamation Act of 1977".

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¹The Surface Mining Control and Reclamation Act of 1977 (91 Stat. 445) consists of the Act of August 3, 1977, and subsequent amendments thereto (30 U.S.C. 1201 & following).

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²So in law. There is no corresponding item relating to section 415 in the table of contents.

(5) the Director, United States Geological Survey, or his delegate, with his consent; and

(6) not more than four other persons who are knowledgeable in the fields of mining and mineral resources research, at least one of whom shall be a representative of working coal miners.

(b) The Secretary shall designate the Chairman of the Advisory Committee. The Advisory Committee shall consult with, and make recommendations to, the Secretary of the Interior on all matters involving or relating to mining and mineral resources research and such determinations as provided in this title. The Secretary of the Interior shall consult with, and consider recommendations of such Committee in the conduct of mining and mineral resources research and the making of any grant under this title.

(c) Advisory Committee members, other than officers or employees of Federal, State, or local governments, shall be, for each day (including traveltime) during which they are performing committee business, entitled to receive compensation at a rate fixed by the Secretary but not in excess of the maximum rate of pay for grade GS-18 as provided in the General Schedule under section 5332 of title 5 of the United States Code, and shall, notwithstanding the limitations of sections 5703 and 5704 of title 5, United States Code, be fully reimbursed for travel, subsistence, and related expenses.

[30 U.S.C. 1229]

TITLE IV—ABANDONED MINE RECLAMATION

ABANDONED MINE RECLAMATION FUND AND PURPOSES

SEC. 401. (a) There is created on the books of the Treasury of the United States a trust fund to be known as the Abandoned Mine Reclamation Fund (hereinafter referred to as the "fund") which shall be administered by the Secretary of the Interior. State abandoned mine reclamation funds (State funds) generated by grants from this title shall be established by each State pursuant to an approved State program.

(b) The fund shall consist of amounts deposited in the fund, from time to time derived from—

- (1) the reclamation fees levied under section 402;
- (2) any user charge imposed on or for land reclaimed pursuant to this title, after expenditures for maintenance have been deducted;
- (3) donations by persons, corporations, associations, and foundations for the purposes of this title;
- (4) recovered moneys as provided for in this title; and
- (5) interest credited to the fund under subsection (e).

(c) Moneys in the fund may be used for the following purposes:

- (1) reclamation and restoration of land and water resources adversely affected by past coal mining, including but not limited to reclamation and restoration of abandoned surface mine areas, abandoned coal processing areas, and abandoned coal refuse disposal areas; sealing and filling abandoned deep mine entries and voids; planting of land adversely af-

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ected by past coal mining to prevent erosion and sedimentation; prevention, abatement, treatment, and control of water pollution created by coal mine drainage including restoration of stream beds, and construction and operation of water treatment plants; prevention, abatement, and control of burning coal refuse disposal areas and burning coal in situ; prevention, abatement, and control of coal mine subsidence; and establishment of self-sustaining, individual State administered programs to insure private property against damages caused by land subsidence resulting from underground coal mining in those States which have reclamation plans approved in accordance with section 503 of this Act: *Provided*, That funds used for this purpose shall not exceed \$3,000,000 of the funds made available to any State under section 402(g)(1) of this Act;

(2) acquisition and filling of voids and sealing of tunnels, shafts, and entryways under section 409;

(3) acquisition of land as provided for in this title;

(4) enforcement and collection of the reclamation fee provided in section 402 of this title;

(5) restoration, reclamation, abatement, control, or prevention of adverse effects of coal mining which constitutes an emergency as provided for in this title;

(6) grants to the States to accomplish the purposes of this title;

(7) administrative expenses of the United States and each State to accomplish the purposes of this title;

(8) for use under section 411;

(9) for the purpose of section 507(c), except that not more than \$10,000,000 shall annually be available for such purpose;

(10) for the purpose described in section 402(h); and

(11) all other necessary expenses to accomplish the purposes of this title.

(d) AVAILABILITY OF MONEYS; NO FISCAL YEAR LIMITATION.—

(1) IN GENERAL.—Moneys from the fund for expenditures under subparagraphs (A) through (D) of section 402(g)(3) shall be available only when appropriated for those subparagraphs.

(2) NO FISCAL YEAR LIMITATION.—Appropriations described in paragraph (1) shall be made without fiscal year limitation.

(3) OTHER PURPOSES.—Moneys from the fund shall be available for all other purposes of this title without prior appropriation as provided in subsection (f).

(e) INTEREST.—The Secretary of the Interior shall notify the Secretary of the Treasury as to what portion of the fund is not, in his judgment, required to meet current withdrawals. The Secretary of the Treasury shall invest such portion of the fund in public debt securities with maturities suitable for achieving the purposes of the transfers under section 402(h) and bearing interest at rates determined by the Secretary of the Treasury, taking into consideration current market yields on outstanding marketable obligations of the United States of comparable maturities. The income on such investments shall be credited to, and form a part of, the fund for the purpose of the transfers under section 402(h).

(f) GENERAL LIMITATION ON OBLIGATION AUTHORITY.—

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(1) **IN GENERAL.**—From amounts deposited into the fund under subsection (b), the Secretary shall distribute during each fiscal year beginning after September 30, 2007, an amount determined under paragraph (2).

(2) **AMOUNTS.**—

(A) **FOR FISCAL YEARS 2008 THROUGH 2035.**—For each of fiscal years 2008 through 2035, the amount distributed by the Secretary under this subsection shall be equal to—

(i) the amounts deposited into the fund under paragraphs (1), (2), and (4) of subsection (b) for the preceding fiscal year that were allocated under paragraphs (1) and (5) of section 402(g); plus

(ii) the amount needed for the adjustment under section 402(g)(8) for the current fiscal year.

(B) **FISCAL YEARS 2036 AND THEREAFTER.**—For fiscal year 2036 and each fiscal year thereafter, to the extent that funds are available, the Secretary shall distribute an amount equal to the amount distributed under subparagraph (A) during fiscal year 2035.

(3) **DISTRIBUTION.**—

(A) **IN GENERAL.**—Except as provided in subparagraph (B), for each fiscal year, of the amount to be distributed to States and Indian tribes pursuant to paragraph (2), the Secretary shall distribute—

(i) the amounts allocated under paragraph (1) of section 402(g), the amounts allocated under paragraph (5) of section 402(g), and any amount reallocated under section 411(h)(3) in accordance with section 411(h)(2), for grants to States and Indian tribes under section 402(g)(5); and

(ii) the amounts allocated under section 402(g)(8).

(B) **EXCLUSION.**—Beginning on October 1, 2007, certified States shall be ineligible to receive amounts under section 402(g)(1).

(4) **AVAILABILITY.**—Amounts in the fund available to the Secretary for obligation under this subsection shall be available until expended.

(5) **ADDITION.**—

(A) **IN GENERAL.**—Subject to subparagraph (B), the amount distributed under this subsection for each fiscal year shall be in addition to the amount appropriated from the fund during the fiscal year.

(B) **EXCEPTIONS.**—Notwithstanding paragraph (3), the amount distributed under this subsection for the first 4 fiscal years beginning on and after October 1, 2007, shall be equal to the following percentage of the amount otherwise required to be distributed:

- (i) 50 percent in fiscal year 2008.
- (ii) 50 percent in fiscal year 2009.
- (iii) 75 percent in fiscal year 2010.
- (iv) 75 percent in fiscal year 2011.

[30 U.S.C. 1231]

RECLAMATION FEE

SEC. 402. (a) All operators of coal mining operations subject to the provisions of this Act shall pay to the Secretary of the Interior, for deposit in the fund, a reclamation fee of 22.4 cents per ton of coal produced by surface coal mining and 9.6 cents per ton of coal produced by underground mining or 10 per centum of the value of the coal at the mine, as determined by the Secretary, whichever is less, except that the reclamation fee for lignite coal shall be at a rate of 2 per centum of the value of the coal at the mine, or 6.4 cents per ton, whichever is less.

(b) Such fee shall be paid no later than thirty days after the end of each calendar quarter beginning with the first calendar quarter occurring after the date of enactment of this Act, and ending September 30, 2034.

(c) Together with such reclamation fee, all operators of coal mine operations shall submit a statement of the amount of coal produced during the calendar quarter, the method of coal removal and the type of coal, the accuracy of which shall be sworn to by the operator and notarized. Such statement shall include an identification of the permittee of the surface coal mining operation, any operator in addition to the permittee, the owner of the coal, the preparation plant, tripple,⁸ or loading point for the coal, and the person purchasing the coal from the operator. The report shall also specify the number of the permit required under section 506 and the mine safety and health identification number. Each quarterly report shall contain a notification of any changes in the information required by this subsection since the date of the preceding quarterly report. The information contained in the quarterly reports under this subsection shall be maintained by the Secretary in a computerized database.

(d)(1) Any person, corporate officer, agent or director, on behalf of a coal mine operator, who knowingly makes any false statement, representation or certification, or knowingly fails to make any statement, representation, or certification required in this section shall, upon conviction, be punished by a fine of not more than \$10,000, or by imprisonment for not more than one year, or both.

(2) The Secretary shall conduct such audits of coal production and the payment of fees under this title as may be necessary to ensure full compliance with the provisions of this title. For purposes of performing such audits the Secretary (or any duly designated officer, employee, or representative of the Secretary) shall, at the reasonable times, upon request, have access to, and may copy, all books, papers, and other documents of any person subject to the provisions of this title. The Secretary may at any time conduct audits of any surface coal mining and reclamation operation, including without limitation, tipples and preparation plants, as may be necessary in the judgment of the Secretary to ensure full and complete payment of the fees under this title.

(e) Any portion of the reclamation fee not properly or promptly paid pursuant to this section shall be recoverable, with statutory

⁸ So in law. Probably should be "trippel".

interest, from coal mine operators, in any court of competent jurisdiction in any action at law to compel payment of debts.

(f) All Federal and State agencies shall fully cooperate with the Secretary of the Interior in the enforcement of this section. Whenever the Secretary believes that any person has not paid the full amount of the fee payable under subsection (a) the Secretary shall notify the Federal agency responsible for ensuring compliance with the provisions of section 4121 of the Internal Revenue Code of 1986.

(g) ALLOCATION OF FUNDS.—(1) Except as provided in subsection (h), moneys deposited into the fund shall be allocated by the Secretary to accomplish the purposes of this title as follows:

(A) 50 percent of the reclamation fees collected annually in any State (other than fees collected with respect to Indian lands) shall be allocated annually by the Secretary to the State, subject to such State having each of the following:

(i) An approved abandoned mine reclamation program pursuant to section 405.

(ii) Lands and waters which are eligible pursuant to section 404 (in the case of a State not certified under section 411(a)) or pursuant to section 411(b) (in the case of a State certified under section 411(a)).

(B) 50 percent of the reclamation fees collected annually with respect to Indian lands shall be allocated annually by the Secretary to the Indian tribe having jurisdiction over such lands, subject to such tribe having each of the following:

(i) an⁹ approved abandoned mine reclamation program pursuant to section 405.

(ii) Lands and waters which are eligible pursuant to section 404 (in the case of an Indian tribe not certified under section 411(a)) or pursuant to section 411(b) (in the case of a tribe certified under section 411(a)).

(C) The funds allocated by the Secretary under this paragraph to States and Indian tribes shall only be used for annual reclamation project construction and program administration grants.

(D) To the extent not expended within 3 years after the date of any grant award under this paragraph (except for grants awarded during fiscal years 2008, 2009, and 2010 to the extent not expended within 5 years), such grant shall be available for expenditure by the Secretary under paragraph (5).

(2) In making the grants referred to in paragraph (1)(C) and the grants referred to in paragraph (5), the Secretary shall ensure strict compliance by the States and Indian tribes with the priorities described in section 403(a) until a certification is made under section 411(a).

(3) Amounts available in the fund which are not allocated to States and Indian tribes under paragraph (1) or allocated under paragraph (5) are authorized to be expended by the Secretary for any of the following:

⁹So in law. Probably should be "An".

(A) For the purpose of section 507(c), either directly or through grants to the States, subject to the limitation contained in section 401(c)(9).

(B) For the purpose of section 410 (relating to emergencies).

(C) For the purpose of meeting the objectives of the fund set forth in section 403(a) for eligible lands and waters pursuant to section 404 in States and on Indian lands where the State or Indian tribe does not have an approved abandoned mine reclamation program pursuant to section 405.

(D) For the administration of this title by the Secretary.

(E) For the purpose of paragraph (8).

(4)(A) Amounts available in the fund which are not allocated under paragraphs (1), (2), and (5) or expended under paragraph (3) in any fiscal year are authorized to be expended by the Secretary under this paragraph for the reclamation or drainage abatement of lands and waters within unreclaimed sites which are mined for coal or which were affected by such mining, wastebanks, coal processing or other coal mining processes and left in an inadequate reclamation status.

(B) Funds made available under this paragraph may be used for reclamation or drainage abatement at a site referred to in subparagraph (A) if the Secretary makes either of the following findings:

(i) A finding that the surface coal mining operation occurred during the period beginning on August 4, 1977, and ending on or before the date on which the Secretary approved a State program pursuant to section 503 for a State in which the site is located, and that any funds for reclamation or abatement which are available pursuant to a bond or other form of financial guarantee or from any other source are not sufficient to provide for adequate reclamation or abatement at the site.

(ii) A finding that the surface coal mining operation occurred during the period beginning on August 4, 1977, and ending on or before the date of enactment of this paragraph, and that the surety of such mining operator became insolvent during such period, and as of the date of enactment of this paragraph, funds immediately available from proceedings relating to such insolvency, or from any financial guarantee or other source are not sufficient to provide for adequate reclamation or abatement at the site.

(C) In determining which sites to reclaim pursuant to this paragraph, the Secretary shall follow the priorities stated in paragraphs (1) and (2) of section 403(a). The Secretary shall ensure that priority is given to those sites which are in the immediate vicinity of a residential area or which have an adverse economic impact upon a local community.

(D) Amounts collected from the assessment of civil penalties under section 518 are authorized to be appropriated to carry out this paragraph.

(E) Any State may expend grants made available under paragraphs (1) and (5) for reclamation and abatement of any site referred to in subparagraph (A) if the State, with the concurrence of the Secretary, makes either of the findings referred to in clause (i)

or (ii) of subparagraph (B) and if the State determines that the reclamation priority of the site is the same or more urgent than the reclamation priority for eligible lands and waters pursuant to section 404 under the priorities stated in paragraphs (1) and (2) of section 403(a).

(F) For the purposes of the certification referred to in section 411(a), sites referred to in subparagraph (A) of this paragraph shall be considered as having the same priorities as those stated in section 403(a) for eligible lands and waters pursuant to section 404. All sites referred to in subparagraph (A) of this paragraph within any State shall be reclaimed prior to such State making the certification referred to in section 411(a).

(5)(A) The Secretary shall allocate 60 percent of the amount in the fund after making the allocation referred to in paragraph (1) for making additional annual grants to States and Indian tribes which are not certified under section 411(a) to supplement grants received by such States and Indian tribes pursuant to paragraph (1)(C) until the priorities stated in paragraphs (1) and (2) of section 403(a) have been achieved by such State or Indian tribe. The allocation of such funds for the purpose of making such expenditures shall be through a formula based on the amount of coal historically produced in the State or from the Indian lands concerned prior to August 3, 1977. Funds made available under paragraph (3) or (4) of this subsection for any State or Indian tribe shall not be deducted against any allocation of funds to the State or Indian tribe under paragraph (1) or under this paragraph.

(B) Any amount that is reallocated and available under section 411(h)(3) shall be in addition to amounts that are allocated under subparagraph (A).

(6)(A) Any State with an approved abandoned mine reclamation program pursuant to section 405 may receive and retain, without regard to the 3-year limitation referred to in paragraph (1)(D), up to 30 percent of the total of the grants made annually to the State under paragraphs (1) and (5) if those amounts are deposited into an acid mine drainage abatement and treatment fund established under State law, from which amounts (together with all interest earned on the amounts) are expended by the State for the abatement of the causes and the treatment of the effects of acid mine drainage in a comprehensive manner within qualified hydrologic units affected by coal mining practices.

(B) In this paragraph, the term "qualified hydrologic unit" means a hydrologic unit—

(i) in which the water quality has been significantly affected by acid mine drainage from coal mining practices in a manner that adversely impacts biological resources; and

(ii) that contains land and water that are—

(I) eligible pursuant to section 404 and include any of the priorities described in section 403(a); and

(II) the subject of expenditures by the State from the forfeiture of bonds required under section 509 or from other States sources to abate and treat acid mine drainage.

(7) In complying with the priorities described in section 403(a), any State or Indian tribe may use amounts available in grants made annually to the State or tribe under paragraphs (1) and (5)

for the reclamation of eligible land and water described in section 403(a)(3) before the completion of reclamation projects under paragraphs (1) and (2) of section 403(a) only if the expenditure of funds for the reclamation is done in conjunction with the expenditure before, on, or after the date of enactment of the Surface Mining Control and Reclamation Act Amendments of 2006 of funds for reclamation projects under paragraphs (1) and (2) of section 403(a).

(8)(A) In making funds available under this title, the Secretary shall ensure that the grant awards total not less than \$3,000,000 annually to each State and each Indian tribe having an approved abandoned mine reclamation program pursuant to section 405 and eligible land and water pursuant to section 404, so long as an allocation of funds to the State or tribe is necessary to achieve the priorities stated in paragraphs (1) and (2) of section 403(a).

(B) Notwithstanding any other provision of law, this paragraph applies to the States of Tennessee and Missouri.

(h) TRANSFERS OF INTEREST EARNED BY FUND.—

(1) IN GENERAL.—

(A) TRANSFERS TO COMBINED BENEFIT FUND.—As soon as practicable after the beginning of fiscal year 2007 and each fiscal year thereafter, and before making any allocation with respect to the fiscal year under subsection (g), the Secretary shall use an amount not to exceed the amount of interest that the Secretary estimates will be earned and paid to the fund during the fiscal year to transfer to the Combined Benefit Fund such amounts as are estimated by the trustees of such fund to offset the amount of any deficit in net assets in the Combined Benefit Fund as of October 1, 2006, and to make the transfer described in paragraph (2)(A).

(B) TRANSFERS TO 1992 AND 1993 PLANS.—As soon as practicable after the beginning of fiscal year 2008 and each fiscal year thereafter, and before making any allocation with respect to the fiscal year under subsection (g), the Secretary shall use an amount not to exceed the amount of interest that the Secretary estimates will be earned and paid to the fund during the fiscal year (reduced by the amount used under subparagraph (A)) to make the transfers described in paragraphs (2)(B) and (2)(C).

(2) TRANSFERS DESCRIBED.—The transfers referred to in paragraph (1) are the following:

(A) UNITED MINE WORKERS OF AMERICA COMBINED BENEFIT FUND.—A transfer to the United Mine Workers of America Combined Benefit Fund equal to the amount that the trustees of the Combined Benefit Fund estimate will be expended from the fund for the fiscal year in which the transfer is made, reduced by—

(i) the amount the trustees of the Combined Benefit Fund estimate the Combined Benefit Fund will receive during the fiscal year in—

(I) required premiums; and

(II) payments paid by Federal agencies in connection with benefits provided by the Combined Benefit Fund; and

(ii) the amount the trustees of the Combined Benefit Fund estimate will be expended during the fiscal year to provide health benefits to beneficiaries who are unassigned beneficiaries solely as a result of the application of section 9706(h)(1) of the Internal Revenue Code of 1986, but only to the extent that such amount does not exceed the amounts described in subsection (i)(1)(A) that the Secretary estimates will be available to pay such estimated expenditures.

(B) UNITED MINE WORKERS OF AMERICA 1992 BENEFIT PLAN.—A transfer to the United Mine Workers of America 1992 Benefit Plan, in an amount equal to the difference between—

(i) the amount that the trustees of the 1992 UMWA Benefit Plan estimate will be expended from the 1992 UMWA Benefit Plan during the next calendar year to provide the benefits required by the 1992 UMWA Benefit Plan on the date of enactment of this subparagraph; minus

(ii) the amount that the trustees of the 1992 UMWA Benefit Plan estimate the 1992 UMWA Benefit Plan will receive during the next calendar year in—

(I) required monthly per beneficiary premiums, including the amount of any security provided to the 1992 UMWA Benefit Plan that is available for use in the provision of benefits; and

(II) payments paid by Federal agencies in connection with benefits provided by the 1992 UMWA Benefit Plan.

(C) MULTIPLE EMPLOYER HEALTH BENEFIT PLAN.—

(i) TRANSFER TO THE PLAN.—A transfer to the Multiemployer Health Benefit Plan established after July 20, 1992, by the parties that are the settlors of the 1992 UMWA Benefit Plan referred to in subparagraph (B) (referred to in this subparagraph and subparagraph (D) as “the Plan”), in an amount equal to the excess (if any) of—

(I) the amount that the trustees of the Plan estimate will be expended from the Plan during the next calendar year, to provide benefits no greater than those provided by the Plan as of December 31, 2006; over

(II) the amount that the trustees estimated the Plan will receive during the next calendar year in payments paid by Federal agencies in connection with benefits provided by the Plan.

(ii) CALCULATION OF EXCESS.—The excess determined under clause (i) shall be calculated by taking into account only—

(I) those beneficiaries actually enrolled in the Plan as of the date of the enactment of the American Miner Benefits Improvement Act of 2020 who are eligible to receive health benefits under the

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Plan on the first day of the calendar year for which the transfer is made, other than those beneficiaries enrolled in the Plan under the terms of a participation agreement with the current or former employer of such beneficiaries;

(II) those beneficiaries whose health benefits, defined as those benefits payable, following death or retirement or upon a finding of disability, directly by an employer in the bituminous coal industry under a coal wage agreement (as defined in section 9701(b)(1) of the Internal Revenue Code of 1986) or a related coal wage agreement, would be denied or reduced as a result of a bankruptcy proceeding commenced in 2012, 2015, 2018, 2019, or any year thereafter, (or, in the case of any such health benefits confirmed in any bankruptcy proceeding, would be subsequently denied or reduced); and

(III) the cost of administering the resolution of disputes process administered (as of the date of the enactment of the Bipartisan American Miners Act of 2019) by the Trustees of the Plan.

For purposes of subclause (I), a beneficiary enrolled in the Plan as of the date of the enactment of the American Miner Benefits Improvement Act of 2020 shall be deemed to have been eligible to receive health benefits under the Plan on January 1, 2020.

(iii) ELIGIBILITY OF CERTAIN RETIREES.—Individuals referred to in clause (ii)(II) shall be treated as eligible to receive health benefits under the Plan.

(iv) REQUIREMENTS FOR TRANSFER.—The amount of the transfer otherwise determined under this subparagraph for a fiscal year shall be reduced by any amount transferred for the fiscal year to the Plan, to pay benefits required under the Plan, from a voluntary employees' beneficiary association established as a result of a bankruptcy proceeding described in clause (ii).

(v) VEBA TRANSFER.—The administrator of such voluntary employees' beneficiary association shall transfer to the Plan any amounts received as a result of such bankruptcy proceeding, reduced by an amount for administrative costs of such association.

(vi) RELATED COAL WAGE AGREEMENT.—For purposes of clause (ii), the term “related coal wage agreement” means an agreement between the United Mine Workers of America and an employer in the bituminous coal industry that—

(I) is a signatory operator; or

(II) is or was a debtor in a bankruptcy proceeding that was consolidated, administratively or otherwise, with the bankruptcy proceeding of a signatory operator or a related person to a signatory operator (as those terms are defined in sec-

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tion 9701(c) of the Internal Revenue Code of 1986).

(D) INDIVIDUALS CONSIDERED ENROLLED.—For purposes of subparagraph (C), any individual who was eligible to receive benefits from the Plan as of the date of enactment of this subsection, even though benefits were being provided to the individual pursuant to a settlement agreement approved by order of a bankruptcy court entered on or before September 30, 2004, will be considered to be actually enrolled in the Plan and shall receive benefits from the Plan beginning on December 31, 2006.

(3) ADJUSTMENT.—If, for any fiscal year, the amount of a transfer under subparagraph (A), (B), or (C) of paragraph (2) is more or less than the amount required to be transferred under that subparagraph, the Secretary shall appropriately adjust the amount transferred under that subparagraph for the next fiscal year.

(4) ADDITIONAL AMOUNTS.—

(A) PREVIOUSLY CREDITED INTEREST.—Notwithstanding any other provision of law, any interest credited to the fund that has not previously been transferred to the Combined Benefit Fund referred to in paragraph (2)(A) under this section—

(i) shall be held in reserve by the Secretary until such time as necessary to make the payments under subparagraphs (A) and (B) of subsection (i)(1), as described in clause (ii); and

(ii) in the event that the amounts described in subsection (i)(1) are insufficient to make the maximum payments described in subparagraphs (A) and (B) of subsection (i)(1), shall be used by the Secretary to supplement the payments so that the maximum amount permitted under those paragraphs is paid.

(B) PREVIOUSLY ALLOCATED AMOUNTS.—All amounts allocated under subsection (g)(2) before the date of enactment of this subparagraph for the program described in section 406, but not appropriated before that date, shall be available to the Secretary to make the transfers described in paragraph (2).

(C) ADEQUACY OF PREVIOUSLY CREDITED INTEREST.—The Secretary shall—

(i) consult with the trustees of the plans described in paragraph (2) at reasonable intervals; and

(ii) notify Congress if a determination is made that the amounts held in reserve under subparagraph (A) are insufficient to meet future requirements under subparagraph (A)(ii).

(D) ADDITIONAL RESERVE AMOUNTS.—In addition to amounts held in reserve under subparagraph (A), there is authorized to be appropriated such sums as may be necessary for transfer to the fund to carry out the purposes of subparagraph (A)(ii).

(E) INAPPLICABILITY OF CAP.—The limitation described in subsection (i)(3)(A) shall not apply to payments made from the reserve fund under this paragraph.

(5) LIMITATIONS.—

(A) AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR.—The Secretary may make transfers under subparagraphs (B) and (C) of paragraph (2) for a calendar year only if the Secretary determines, using actuarial projections provided by the trustees of the Combined Benefit Fund referred to in paragraph (2)(A), that amounts will be available under paragraph (1), after the transfer, for the next fiscal year for making the transfer under paragraph (2)(A).

(B) RATE OF CONTRIBUTIONS OF OBLIGORS.—

(i) IN GENERAL.—

(I) RATE.—A transfer under paragraph (2)(C) shall not be made for a calendar year unless the persons that are obligated to contribute to the plan referred to in paragraph (2)(C) on the date of the transfer are obligated to make the contributions at rates that are no less than those in effect on the date which is 30 days before the date of enactment of this subsection.

(II) APPLICATION.—The contributions described in subclause (I) shall be applied first to the provision of benefits to those plan beneficiaries who are not described in paragraph (2)(C)(i).

(ii) INITIAL CONTRIBUTIONS.—

(I) IN GENERAL.—From the date of enactment of the Surface Mining Control and Reclamation Act Amendments of 2006 through December 31, 2010, the persons that, on the date of enactment of that Act, are obligated to contribute to the plan referred to in paragraph (2)(C) shall be obligated, collectively, to make contributions equal to the amount described in paragraph (2)(C), less the amount actually transferred due to the operation of subparagraph (C).

(II) FIRST CALENDAR YEAR.—Calendar year 2006 is the first calendar year for which contributions are required under this clause.

(III) AMOUNT OF CONTRIBUTION FOR 2006.—Except as provided in subclause (IV), the amount described in paragraph (2)(C) for calendar year 2006 shall be calculated as if paragraph (2)(C) had been in effect during 2005.

(IV) LIMITATION.—The contributions required under this clause for calendar year 2006 shall not exceed the amount necessary for solvency of the plan described in paragraph (2)(C), measured as of December 31, 2006, and taking into account all assets held by the plan as of that date.

(iii) DIVISION.—The collective annual contribution obligation required under clause (ii) shall be divided

among the persons subject to the obligation, and applied uniformly, based on the hours worked for which contributions referred to in clause (i) would be owed.

(C) PHASE-IN OF TRANSFERS.—For each of calendar years 2008 through 2010, the transfers required under subparagraphs (B) and (C) of paragraph (2) shall equal the following amounts:

(i) For calendar year 2008, the Secretary shall make transfers equal to 25 percent of the amounts that would otherwise be required under subparagraphs (B) and (C) of paragraph (2).

(ii) For calendar year 2009, the Secretary shall make transfers equal to 50 percent of the amounts that would otherwise be required under subparagraphs (B) and (C) of paragraph (2).

(iii) For calendar year 2010, the Secretary shall make transfers equal to 75 percent of the amounts that would otherwise be required under subparagraphs (B) and (C) of paragraph (2).

(i) FUNDING.—

(1) IN GENERAL.—Subject to paragraph (3), out of any funds in the Treasury not otherwise appropriated, the Secretary of the Treasury shall transfer to the plans described in subsection (h)(2) such sums as are necessary to pay the following amounts:

(A) To the Combined Fund (as defined in section 9701(a)(5) of the Internal Revenue Code of 1986 and referred to in this paragraph as the “Combined Fund”), the amount that the trustees of the Combined Fund estimate will be expended from premium accounts maintained by the Combined Fund for the fiscal year to provide benefits for beneficiaries who are unassigned beneficiaries solely as a result of the application of section 9706(h)(1) of the Internal Revenue Code of 1986, subject to the following limitations:

(i) For fiscal year 2008, the amount paid under this subparagraph shall equal—

(I) the amount described in subparagraph (A); minus

(II) the amounts required under section 9706(h)(3)(A) of the Internal Revenue Code of 1986.

(ii) For fiscal year 2009, the amount paid under this subparagraph shall equal—

(I) the amount described in subparagraph (A); minus

(II) the amounts required under section 9706(h)(3)(B) of the Internal Revenue Code of 1986.

(iii) For fiscal year 2010, the amount paid under this subparagraph shall equal—

(I) the amount described in subparagraph (A); minus

(II) the amounts required under section 9706(h)(3)(C) of the Internal Revenue Code of 1986.

(B) On certification by the trustees of any plan described in subsection (h)(2) that the amount available for transfer by the Secretary pursuant to this section (determined after application of any limitation under subsection (h)(5)) is less than the amount required to be transferred, to the plan the amount necessary to meet the requirement of subsection (h)(2).

(C) To the Combined Fund, \$9,000,000 on October 1, 2007, \$9,000,000 on October 1, 2008, \$9,000,000 on October 1, 2009, and \$9,000,000 on October 1, 2010 (which amounts shall not be exceeded) to provide a refund of any premium (as described in section 9704(a) of the Internal Revenue Code of 1986) paid on or before September 7, 2000, to the Combined Fund, plus interest on the premium calculated at the rate of 7.5 percent per year, on a proportional basis and to be paid not later than 60 days after the date on which each payment is received by the Combined Fund, to those signatory operators (to the extent that the Combined Fund has not previously returned the premium amounts to the operators), or any related persons to the operators (as defined in section 9701(c) of the Internal Revenue Code of 1986), or their heirs, successors, or assigns who have been denied the refunds as the result of final judgments or settlements if—

(i) prior to the date of enactment of this paragraph, the signatory operator (or any related person to the operator)—

(I) had all of its beneficiary assignments made under section 9706 of the Internal Revenue Code of 1986 voided by the Commissioner of the Social Security Administration; and

(II) was subject to a final judgment or final settlement of litigation adverse to a claim by the operator that the assignment of beneficiaries under section 9706 of the Internal Revenue Code of 1986 was unconstitutional as applied to the operator; and

(ii) on or before September 7, 2000, the signatory operator (or any related person to the operator) had paid to the Combined Fund any premium amount that had not been refunded.

(2) PAYMENTS TO STATES AND INDIAN TRIBES.—Subject to paragraph (3), out of any funds in the Treasury not otherwise appropriated, the Secretary of the Treasury shall transfer to the Secretary of the Interior for distribution to States and Indian tribes such sums as are necessary to pay amounts described in paragraphs (1)(A) and (2)(A) of section 411(h).

(3) LIMITATIONS.—

(A) CAP.—The total amount transferred under this subsection for any fiscal year shall not exceed \$750,000,000.

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(B) **INSUFFICIENT AMOUNTS.**—In a case in which the amount required to be transferred without regard to this paragraph exceeds the maximum annual limitation in subparagraph (A), the Secretary shall adjust the transfers of funds under paragraph (1) so that—

- (i) each such transfer for the fiscal year is a percentage of the amount described;
- (ii) the amount is determined without regard to subsection (h)(5)(A); and
- (iii) the percentage transferred is the same for all transfers made under paragraph (1) for the fiscal year.

(C) **INCREASE IN LIMITATION TO ACCOUNT FOR CALCULATION OF HEALTH BENEFIT PLAN EXCESS.**—The dollar limitation under subparagraph (A) shall be increased by the amount of the cost to provide benefits which are taken into account under subsection (h)(2)(C)(ii) solely by reason of the amendments made by section 2(a) of the American Miner Benefits Improvement Act of 2020.

(4) **ADDITIONAL AMOUNTS.**—

(A) **CALCULATION.**—If the dollar limitation specified in paragraph (3)(A) exceeds the aggregate amount required to be transferred under paragraphs (1) and (2) for a fiscal year, the Secretary of the Treasury shall transfer an additional amount equal to the difference between such dollar limitation and such aggregate amount to the trustees of the 1974 UMWA Pension Plan to pay benefits required under that plan.

(B) **CESSATION OF TRANSFERS.**—The transfers described in subparagraph (A) shall cease as of the first fiscal year beginning after the first plan year for which the funded percentage (as defined in section 432(j)(2) of the Internal Revenue Code of 1986) of the 1974 UMWA Pension Plan is at least 100 percent.

(C) **PROHIBITION ON BENEFIT INCREASES, ETC.**—During a fiscal year in which the 1974 UMWA Pension Plan is receiving transfers under subparagraph (A), no amendment of such plan which increases the liabilities of the plan by reason of any increase in benefits, any change in the accrual of benefits, or any change in the rate at which benefits become nonforfeitable under the plan may be adopted unless the amendment is required as a condition of qualification under part I of subchapter D of chapter 1 of the Internal Revenue Code of 1986.

(D) **CRITICAL STATUS TO BE MAINTAINED.**—Until such time as the 1974 UMWA Pension Plan ceases to be eligible for the transfers described in subparagraph (A)—

- (i) the Plan shall be treated as if it were in critical status for purposes of sections 412(b)(3), 432(e)(3), and 4971(g)(1)(A) of the Internal Revenue Code of 1986 and sections 302(b)(3) and 305(e)(3) of the Employee Retirement Income Security Act;

- (ii) the Plan shall maintain and comply with its rehabilitation plan under section 432(e) of such Code

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and section 305(e) of such Act, including any updates thereto; and

- (iii) the provisions of subsections (c) and (d) of section 432 of such Code and subsections (c) and (d) of section 305 of such Act shall not apply.

(E) **TREATMENT OF TRANSFERS FOR PURPOSES OF WITHDRAWAL LIABILITY UNDER ERISA.**—The amount of any transfer made under subparagraph (A) (and any earnings attributable thereto) shall be disregarded in determining the unfunded vested benefits of the 1974 UMWA Pension Plan and the allocation of such unfunded vested benefits to an employer for purposes of determining the employer's withdrawal liability under section 4201 of the Employee Retirement Income Security Act of 1974.

(F) **REQUIREMENT TO MAINTAIN CONTRIBUTION RATE.**—A transfer under subparagraph (A) shall not be made for a fiscal year unless the persons that are obligated to contribute to the 1974 UMWA Pension Plan on the date of the transfer are obligated to make the contributions at rates that are no less than those in effect on the date which is 30 days before the date of enactment of the Bipartisan American Miners Act of 2019.

(G) **ENHANCED ANNUAL REPORTING.**—

(i) **IN GENERAL.**—Not later than the 90th day of each plan year beginning after the date of enactment of the Bipartisan American Miners Act of 2019, the trustees of the 1974 UMWA Pension Plan shall file with the Secretary of the Treasury or the Secretary's delegate and the Pension Benefit Guaranty Corporation a report (including appropriate documentation and actuarial certifications from the plan actuary, as required by the Secretary of the Treasury or the Secretary's delegate) that contains—

(I) whether the plan is in endangered or critical status under section 305 of the Employee Retirement Income Security Act of 1974 and section 432 of the Internal Revenue Code of 1986 as of the first day of such plan year;

(II) the funded percentage (as defined in section 432(j)(2) of such Code) as of the first day of such plan year, and the underlying actuarial value of assets and liabilities taken into account in determining such percentage;

(III) the market value of the assets of the plan as of the last day of the plan year preceding such plan year;

(IV) the total value of all contributions made during the plan year preceding such plan year;

(V) the total value of all benefits paid during the plan year preceding such plan year;

(VI) cash flow projections for such plan year and either the 6 or 10 succeeding plan years, at the election of the trustees, and the assumptions relied upon in making such projections;

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(VII) funding standard account projections for such plan year and the 9 succeeding plan years, and the assumptions relied upon in making such projections;

(VIII) the total value of all investment gains or losses during the plan year preceding such plan year;

(IX) any significant reduction in the number of active participants during the plan year preceding such plan year, and the reason for such reduction;

(X) a list of employers that withdrew from the plan in the plan year preceding such plan year, and the resulting reduction in contributions;

(XI) a list of employers that paid withdrawal liability to the plan during the plan year preceding such plan year and, for each employer, a total assessment of the withdrawal liability paid, the annual payment amount, and the number of years remaining in the payment schedule with respect to such withdrawal liability;

(XII) any material changes to benefits, accrual rates, or contribution rates during the plan year preceding such plan year;

(XIII) any scheduled benefit increase or decrease in the plan year preceding such plan year having a material effect on liabilities of the plan;

(XIV) details regarding any funding improvement plan or rehabilitation plan and updates to such plan;

(XV) the number of participants and beneficiaries during the plan year preceding such plan year who are active participants, the number of participants and beneficiaries in pay status, and the number of terminated vested participants and beneficiaries;

(XVI) the information contained on the most recent annual funding notice submitted by the plan under section 101(f) of the Employee Retirement Income Security Act of 1974;

(XVII) the information contained on the most recent Department of Labor Form 5500 of the plan; and

(XVIII) copies of the plan document and amendments, other retirement benefit or ancillary benefit plans relating to the plan and contribution obligations under such plans, a breakdown of administrative expenses of the plan, participant census data and distribution of benefits, the most recent actuarial valuation report as of the plan year, copies of collective bargaining agreements, and financial reports, and such other information as the Secretary of the Treasury or the Secretary's delegate, in consultation with the Secretary of Labor

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and the Director of the Pension Benefit Guaranty Corporation, may require.

(ii) ELECTRONIC SUBMISSION.—The report required under clause (i) shall be submitted electronically.

(iii) INFORMATION SHARING.—The Secretary of the Treasury or the Secretary's delegate shall share the information in the report under clause (i) with the Secretary of Labor.

(iv) PENALTY.—Any failure to file the report required under clause (i) on or before the date described in such clause shall be treated as a failure to file a report required to be filed under section 6058(a) of the Internal Revenue Code of 1986, except that section 6652(e) of such Code shall be applied with respect to any such failure by substituting "\$100" for "\$25". The preceding sentence shall not apply if the Secretary of the Treasury or the Secretary's delegate determines that reasonable diligence has been exercised by the trustees of such plan in attempting to timely file such report.

(H) 1974 UMWA PENSION PLAN DEFINED.—For purposes of this paragraph, the term "1974 UMWA Pension Plan" has the meaning given the term in section 9701(a)(3) of the Internal Revenue Code of 1986, but without regard to the limitation on participation to individuals who retired in 1976 and thereafter.

(5) AVAILABILITY OF FUNDS.—Funds shall be transferred under paragraphs (1) and (2) beginning in fiscal year 2008 and each fiscal year thereafter, and shall remain available until expended.

[30 U.S.C. 1232]

OBJECTIVES OF FUND

SEC. 403. (a) PRIORITIES.—Expenditure of moneys from the fund on lands and water eligible pursuant to section 404 for the purposes of this title, except as provided for under section 411, shall reflect the following priorities in the order stated:

(1)(A) the protection;¹⁰ of public health, safety, and property from extreme danger of adverse effects of coal mining practices;

(B) the restoration of land and water resources and the environment that—

(i) have been degraded by the adverse effects of coal mining practices; and

(ii) are adjacent to a site that has been or will be remediated under subparagraph (A);

(2)(A) the protection of public health and safety from adverse effects of coal mining practices;

(B) the restoration of land and water resources and the environment that—

¹⁰ Semicolon in section 403(a)(1)(A) so in law. See amendment made by section 203(1)(A)(i) of Public Law 109-432 (division C).

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(i) have been degraded by the adverse effects of coal mining practices; and

(ii) are adjacent to a site that has been or will be remediated under subparagraph (A); and

(3) the restoration of land and water resources and the environment previously degraded by adverse effects of coal mining practices including measures for the conservation and development of soil, water (excluding channelization), woodland, fish and wildlife, recreation resources, and agricultural productivity.

(b) **WATER SUPPLY RESTORATION.**—(1) Any State or Indian tribe not certified under section 411(a) may expend the funds allocated to such State or Indian tribe in any year through the grants made available under paragraphs (1) and (5) of section 402(g) for the purpose of protecting, repairing, replacing, constructing, or enhancing facilities relating to water supply, including water distribution facilities and treatment plants, to replace water supplies adversely affected by coal mining practices.

(2) If the adverse effect on water supplies referred to in this subsection occurred both prior to and after August 3, 1977, or as the case may be, the dates (and under the criteria) set forth under section 402(g)(4)(B), section 404 shall not be construed to prohibit a State or Indian tribe referred to in paragraph (1) from using funds referred to in such paragraph for the purposes of this subsection if the State or Indian tribe determines that such adverse effects occurred predominantly prior to August 3, 1977, or as the case may be, the dates (and under the criteria) set forth under section 402(g)(4)(B).

(c) **INVENTORY.**—For the purposes of assisting in the planning and evaluation of reclamation projects pursuant to section 405, and assisting in making the certification referred to in section 411(a), the Secretary shall maintain an inventory of eligible lands and waters pursuant to section 404 which meet the priorities stated in paragraphs (1) and (2) of subsection (a). Under standardized procedures established by the Secretary, States and Indian tribes with approved abandoned mine reclamation programs pursuant to section 405 may offer amendments, subject to the approval of the Secretary, to update the inventory as it applies to eligible lands and waters under the jurisdiction of such States or tribes. The Secretary shall provide such States and tribes with the financial and technical assistance necessary for the purpose of making inventory amendments. The Secretary shall compile and maintain an inventory for States and Indian lands in the case when a State or Indian tribe does not have an approved abandoned mine reclamation program pursuant to section 405. On a regular basis, but not less than annually, the projects completed under this title shall be so noted on the inventory under standardized procedures established by the Secretary.

[30 U.S.C. 1233]

ELIGIBLE LANDS AND WATER

SEC. 404. Lands and water eligible for reclamation or drainage abatement expenditures under this title are those which were

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mined for coal or which were affected by such mining, wastebanks, coal processing, or other coal mining processes, except as provided for under section 411, and abandoned or left in an inadequate reclamation status prior to the date of enactment of this Act, and for which there is no continuing reclamation responsibility under State or other Federal laws. For other provisions relating to lands and waters eligible for such expenditures, see section 402(g)(4), section 403(b)(1), and section 409. Surface coal mining operations on lands eligible for remining shall not affect the eligibility of such lands for reclamation and restoration under this title after the release of the bond or deposit for any such operation as provided under section 519. In the event the bond or deposit for a surface coal mining operation on lands eligible for remining is forfeited, funds available under this title may be used if the amount of such bond or deposit is not sufficient to provide for adequate reclamation or abatement, except that if conditions warrant the Secretary shall immediately exercise his authority under section 410.

[30 U.S.C. 1234]

STATE RECLAMATION PROGRAMS

SEC. 405. (a) Not later than the end of the one hundred and eighty-day period immediately following the date of enactment of this Act, the Secretary shall promulgate and publish in the Federal Register regulations covering implementation of an abandoned mine reclamation program incorporating the provisions of title IV and establishing procedures and requirements for preparation, submission, and approval of State programs consisting of the plan and annual submissions of projects.

(b) Each State having within its borders coal mined lands eligible for reclamation under this title, may submit to the Secretary a State Reclamation Plan and annual projects to carry out the purposes of this title.

(c) The Secretary shall not approve, fund, or continue to fund a State abandoned mine reclamation program unless that State has an approved State regulatory program pursuant to section 503 of this Act.

(d) If the Secretary determines that State has developed and submitted a program for reclamation of abandoned mines and has the ability and necessary State legislation to implement the provisions of this title, sections 402 and 410 excepted, the Secretary shall approve such State program and shall grant to the State exclusive responsibility and authority to implement the provisions of the approved program: *Provided*, That the Secretary shall withdraw such approval and authorization if he determines upon the basis of information provided under this section that the State program is not in compliance with the procedures, guidelines, and requirements established under subsection 405(a).

(e) Each State Reclamation Plan shall generally identify the areas to be reclaimed, the purposes for which the reclamation is proposed, the relationship of the lands to be reclaimed and the proposed reclamation to surrounding areas, the specific criteria for ranking and identifying projects to be funded, and the legal author-

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ity and programmatic capability to perform such work in conformance with the provisions of this title.

(f) On an annual basis, each State having an approved State Reclamation Plan may submit to the Secretary an application for the support of the State program and implementation of specific reclamation projects. Such annual requests shall include such information as may be requested by the Secretary including:

- (1) a general description of each proposed project;
- (2) a priority evaluation of each proposed project;
- (3) a statement of the estimated benefits in such terms as: number of acres restored, miles of stream improved, acres of surface lands protected from subsidence, population protected from subsidence, air pollution, hazards of mine and coal refuse disposal area fires;
- (4) an estimate of the cost for each proposed project;
- (5) in the case of proposed research and demonstration projects, a description of the specific techniques to be evaluated or objective to be attained;
- (6) an identification of lands or interest therein to be acquired and the estimated cost; and

(7) in each year after the first in which a plan is filed under this title, an inventory of each project funded under the previous year's grant: which inventory shall include details of financial expenditures on such project together with a brief description of each such project, including project locations, landowner's name, acreage, type of reclamation performed.

(g) The costs for each proposed project under this section shall include: actual construction costs, actual operation and maintenance costs of permanent facilities, planning and engineering costs, construction inspection costs, and other necessary administrative expenses.

(h) Upon approval of State Reclamation Plan by the Secretary and of the surface mine regulatory program pursuant to section 503, the Secretary shall grant, on an annual basis, funds to be expended in such State pursuant to subsection 402(g) and which are necessary to implement the State reclamation program as approved by the Secretary.

(i) The Secretary, through his designated agents, will monitor the progress and quality of the program. The States shall not be required at the start of any project to submit complete copies of plans and specifications.

(j) The Secretary shall require annual and other reports as may be necessary to be submitted by each State administering the approved State reclamation program with funds provided under this title. Such reports shall include that information which the Secretary deems necessary to fulfill his responsibilities under this title.

(k) Indian tribes having within their jurisdiction eligible lands pursuant to section 404 or from which coal is produced, shall be considered as a "State" for the purposes of this title except for pur-

poses of subsection (c) of this section with respect to the Navajo, Hopi and Crow Indian Tribes¹¹

(l) No State shall be liable under any provision of Federal law for any costs or damages as a result of action taken or omitted in the course of carrying out a State abandoned mine reclamation plan approved under this section. This subsection shall not preclude liability for cost or damages as a result of gross negligence or intentional misconduct by the State. For purposes of the preceding sentence, reckless, willful, or wanton misconduct shall constitute gross negligence.

[30 U.S.C. 1235]

RECLAMATION OF RURAL LANDS

SEC. 406. (a) In order to provide for the control and prevention of erosion and sediment damages from unreclaimed mined lands, and to promote the conservation and development of soil and water resources of unreclaimed mined lands and lands affected by mining, the Secretary of Agriculture is authorized to enter into agreements of not more than ten years with landowners including (owners of water rights), residents, and tenants, and individually or collectively, determined by him to have control for the period of the agreement of lands in question therein, providing for land stabilization, erosion, and sediment control, and reclamation through conservation treatment, including measures for the conservation and development of soil, water (excluding stream channelization), woodland, wildlife, and recreation resources, and agricultural productivity of such lands. Such agreements shall be made by the Secretary with the owners, including owners of water rights, residents, or tenants (collectively or individually) of the lands in question.

(b) The landowner, including the owner of water rights, resident, or tenant shall furnish to the Secretary of Agriculture a conservation and development plan setting forth the proposed land uses and conservation treatment which shall be mutually agreed by the Secretary of Agriculture and the landowner, including owner of water rights, resident, or tenant to be needed on the lands for which the plan was prepared. In those instances where it is determined that the water rights or water supply of a tenant, landowner, including owner of water rights, resident, or tenant have been adversely affected by a surface or underground coal mine operation which has removed or disturbed a stratum so as to significantly affect the hydrologic balance, such plan may include proposed measures to enhance water quality or quantity by means of joint action with other affected landowners, including owner of water rights, residents, or tenants in consultation with appropriate State and Federal agencies.

(c) Such plan shall be incorporated in an agreement under which the landowner, including owner of water rights, resident, or tenant shall agree with the Secretary of Agriculture to effect the land uses and conservation treatment provided for in such plan on the lands described in the agreement in accordance with the terms and conditions thereof.

¹¹ Public Law 101-71, 101 Stat. 416, added this phrase "at the end thereof". The phrase probably should have been added before the period.

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(d) In return for such agreement by the landowner, including owner of water rights, resident, or tenant, the Secretary of Agriculture is authorized to furnish financial and other assistance to such landowner, including owner of water rights, resident, or tenant, in such amounts and subject to such conditions as the Secretary of Agriculture determines are appropriate in the public interest for carrying out the land use and conservation treatment set forth in the agreement. Grants made under this section, depending on the income-producing potential of the land after reclaiming, shall provide up to 80 per centum of the cost of carrying out such land uses and conservation treatment on not more than one hundred and twenty acres of land occupied by such owner, including water rights owners, resident, or tenant, or on not more than one hundred and twenty acres of land which has been purchased jointly by such landowners, including water rights owners, residents, or tenants, under an agreement for the enhancement of water quality or quantity or on land which has been acquired by an appropriate State or local agency for the purpose of implementing such agreement; except the Secretary may reduce the matching cost share where he determines that (1) the main benefits to be derived from the project are related to improving offsite water quality, offsite esthetic values, or other offsite benefits, and (2) the matching share requirement would place a burden on the landowner which would probably prevent him from participating in the program: *Provided, however,* That the Secretary of Agriculture may allow for land use and conservation treatment on such lands occupied by any such owner in excess of such one hundred and twenty acre limitation up to three hundred and twenty acres, but in such event the amount of the grant to such landowner to carry out such reclamation on such lands shall be reduced proportionately. Notwithstanding any other provision of this section with regard to acreage limitations, the Secretary of Agriculture may carry out reclamation treatment projects to control erosion and improve water quality on all lands within a hydrologic unit, consisting of not more than 25,000 acres, if the Secretary determines that treatment of such lands as a hydrologic unit will achieve greater reduction in the adverse effects of past surface mining practices than would be achieved if reclamation was done on individual parcels of land.

(e) The Secretary of Agriculture may terminate any agreement with a landowner including water rights owners, operator, or occupier by mutual agreement if the Secretary of Agriculture determines that such termination would be in the public interest, and may agree to such modification of agreements previously entered into hereunder as he deems desirable to carry out the purposes of this section or to facilitate the practical administration of the program authorized herein.

(f) Notwithstanding any other provision of law, the Secretary of Agriculture, to the extent he deems it desirable to carry out the purposes of this section, may provide in any agreement hereinafter for (1) preservation for a period not to exceed the period covered by the agreement and an equal period thereafter of the cropland, crop acreage, and allotment history applicable to land covered by the agreement for the purpose of any Federal program under which such history is used as a basis for an allotment or

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other limitation on the production of such crop; or (2) surrender of any such history and allotments.

(g) The Secretary of Agriculture shall be authorized to issue such rules and regulations as he determines are necessary to carry out the provisions of this section.

(h) In carrying out the provisions of this section, the Secretary of Agriculture shall utilize the services of the Natural Resources Conservation Service.

(i) There are authorized to be appropriated to the Secretary of Agriculture, from amounts in the Treasury other than amounts in the fund, such sums as may be necessary to carry out this section.

[30 U.S.C. 1236]

ACQUISITION AND RECLAMATION OF LAND ADVERSELY AFFECTED BY PAST COAL MINING PRACTICES

SEC. 407. (a) If the Secretary or the State pursuant to an approved State program, makes a finding of fact that—

(1) land or water resources have been adversely affected by past coal mining practices; and

(2) the adverse effects are at a stage where, in the public interest, action to restore, reclaim, abate, control, or prevent should be taken; and

(3) the owners of the land or water resources where entry must be made to restore, reclaim, abate, control, or prevent the adverse effects of past coal mining practices are not known, or readily available; or

(4) the owners will not give permission for the United States, the States, political subdivisions, their agents, employees, or contractors to enter upon such property to restore, reclaim, abate, control, or prevent the adverse effects of past coal mining practices;

then, upon giving notice by mail to the owners if known or if not known by posting notice upon the premises and advertising once in a newspaper of general circulation in the municipality in which the land lies, the Secretary, his agents, employees, or contractors, or the State pursuant to an approved State program, shall have the right to enter upon the property adversely affected by past coal mining practices and any other property to have access to such property to do all things necessary or expedient to restore, reclaim, abate, control, or prevent the adverse effects. Such entry shall be construed as an exercise of the police power for the protection of public health, safety, and general welfare and shall not be construed as an act of condemnation of property nor of trespass thereon. The moneys expended for such work and the benefits accruing to any such premises so entered upon shall be chargeable against such land and shall mitigate or offset any claim in or any action brought by any owner of any interest in such premises for any alleged damages by virtue of such entry: *Provided, however,* That this provision is not intended to create new rights of action or eliminate existing immunities.

(b) The Secretary, his agents, employees, or contractors or the State pursuant to an approved State program, shall have the right to enter upon any property for the purpose of conducting studies

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or exploratory work to determine the existence of adverse effects of past coal mining practices and to determine the feasibility of restoration, reclamation, abatement, control, or prevention of such adverse effects. Such entry shall be construed as an exercise of the police power for the protection of public health, safety, and general welfare and shall not be construed as an act of condemnation of property nor trespass thereon.

(c) The Secretary or the State pursuant to an approved State program, may acquire any land, by purchase, donation, or condemnation, which is adversely affected by past coal mining practices if the Secretary determines that acquisition of such land is necessary to successful reclamation and that—

(1) the acquired land, after restoration, reclamation, abatement, control, or prevention of the adverse effects of past coal mining practices, will serve recreation and historic purposes, conservation and reclamation purposes or provide open space benefits; and

(2) permanent facilities such as a treatment plant or a relocated stream channel will be constructed on the land for the restoration, reclamation, abatement, control, or prevention of the adverse effects of past coal mining practices; or

(3) acquisition of coal refuse disposal sites and all coal refuse thereon will serve the purposes of this title or that public ownership is desirable to meet emergency situations and prevent recurrences of the adverse effects of past coal mining practices.

(d) Title to all lands acquired pursuant to this section shall be in the name of the United States or, if acquired by a State pursuant to an approved program, title shall be in the name of the State. The price paid for land acquired under this section shall reflect the market value of the land as adversely affected by past coal mining practices.

(e) States are encouraged as part of their approved State programs, to reclaim abandoned and unreclaimed mined lands within their boundaries and, if necessary, to acquire or to transfer such lands to the Secretary or the appropriate State regulatory authority under appropriate Federal regulations. The Secretary is authorized to make grants on a matching basis to States in such amounts as he deems appropriate for the purpose of carrying out the provisions of this title but in no event shall any grant exceed 90 per centum of the cost of acquisition of the lands for which the grant is made. When a State has made any such land available to the Federal Government under this title such State shall have a preference right to purchase such lands after reclamation at fair market value less the State portion of the original acquisition price. Notwithstanding the provisions of paragraph (1) of subsection (c), reclaimed land may be sold to the State or local government in which it is located at a price less than fair market value, which in no case shall be less than the cost to the United States of the purchase and reclamation of the land, as negotiated by the Secretary, to be used for a valid public purpose. If any land sold to a State or local government under this paragraph is not used for a valid public purpose as specified by the Secretary in the terms of the sales agreement then all right, title, and interest in such land shall revert to

the United States. Money received from such sale shall be deposited in the fund.

(f) The Secretary, in formulating regulations for making grants to the States to acquire land pursuant to this section, shall specify that acquired land meet the criteria provided for in subsections (c) and (d) of this section. The Secretary may provide by regulation that money derived from the lease, rental, or user charges of such acquired land and facilities thereon will be deposited in the fund.

(g)(1) Where land acquired pursuant to this section is deemed to be suitable for industrial, commercial, residential, or recreational development, the Secretary may sell or authorize the States to sell such land by public sale under a system of competitive bidding, at not less than fair market value and under such other regulations promulgated to insure that such lands are put to proper use consistent with local and State land use plans, if any, as determined by the Secretary.

(2) The Secretary or the State pursuant to an approved State program, when requested after appropriate public notice shall hold a public hearing, with the appropriate notice, in the county or counties or the appropriate subdivisions of the State in which lands acquired pursuant to this section are located. The hearings shall be held at a time which shall afford local citizens and governments the maximum opportunity to participate in the decision concerning the use or disposition of the lands after restoration, reclamation, abatement, control, or prevention of the adverse effects of past coal mining practices.

(h) In addition to the authority to acquire land under subsection (d) of this section the Secretary is authorized to use money in the fund to acquire land by purchase, donation, or condemnation, and to reclaim and transfer acquired land to any State or to a political subdivision thereof, or to any person, firm, association, or corporation, if he determines that such is an integral and necessary element of an economically feasible plan for the project to construct or rehabilitate housing for persons disabled as the result of employment in the mines or work incidental thereto, persons displaced by acquisition of land pursuant to this section, or persons dislocated as the result of adverse effects of coal mining practices which constitute an emergency as provided in section 410 or persons dislocated as the result of natural disasters or catastrophic failures from any cause. Such activities shall be accomplished under such terms and conditions as the Secretary shall require, which may include transfers of land with or without monetary consideration: *Provided*, That, to the extent that the consideration is below the fair market value of the land transferred, no portion of the difference between the fair market value and the consideration shall accrue as a profit to such persons, firm, association, or corporation. No part of the funds provided under this title may be used to pay the actual construction costs of housing. The Secretary may carry out the purposes of this subsection directly or he may make grants and commitments for grants, and may advance money under such terms and conditions as he may require to any State, or any department, agency, or instrumentality of a State, or any public body or nonprofit organization designated by a State.

[30 U.S.C. 1237]

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Sec. 408

SURFACE MINING CONTROL & RECLAMATION

40

LIENS

SEC. 408. (a) Within six months after the completion of projects to restore, reclaim, abate, control, or prevent adverse effects of past coal mining practices on privately owned land, the Secretary or the State, pursuant to an approved State program, shall itemize the moneys so expended and may file a statement thereof in the office of the county in which the land lies which has the responsibility under local law for the recording of judgments against land, together with a notarized appraisal by an independent appraiser of the value of the land before the restoration, reclamation, abatement, control, or prevention of adverse effects of past coal mining practices if the moneys so expended shall result in a significant increase in property value. Such statement shall constitute a lien upon the said land. The lien shall not exceed the amount determined by the appraisal to be the increase in the market value of the land as a result of the restoration, reclamation, abatement, control, or prevention of the adverse effects of past coal mining practices. No lien shall be filed against the property of any person, in accordance with this subsection, who neither consented to nor participated in nor exercised control over the mining operation which necessitated the reclamation performed hereunder.

(b) The landowner may proceed as provided by local law to petition within sixty days of the filing of the lien, to determine the increase in the market value of the land as a result of the restoration, reclamation, abatement, control, or prevention of the adverse effects of past coal mining practices. The amount reported to be the increase in value of the premises shall constitute the amount of the lien and shall be recorded with the statement herein provided. Any party aggrieved by the decision may appeal as provided by local law.

(c) The lien provided in this section shall be entered in the county office in which the land lies and which has responsibility under local law for the recording of judgments against land. Such statement shall constitute a lien upon the said land as of the date of the expenditure of the moneys and shall have priority as a lien second only to the lien of real estate taxes imposed upon said land.

[30 U.S.C. 1238]

FILLING VOIDS AND SEALING TUNNELS

SEC. 409. (a) The Congress declares that voids, and open and abandoned tunnels, shafts, and entryways resulting from any previous mining operation, constitute a hazard to the public health or safety and that surface impacts of any underground or surface mining operation may degrade the environment. The Secretary, at the request of the Governor of any State, or the the¹² governing body of an Indian tribe, is authorized to fill such voids, seal such abandoned tunnels, shafts, and entryways, and reclaim surface impacts of underground or surface mines which the Secretary determines could endanger life and property, constitute a hazard to the public health and safety, or degrade the environment. State regulatory

¹²Section 6009(1) of Public Law 101-508, inserted a second "the" before "governing".

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SURFACE MINING CONTROL & RECLAMATION

Sec. 410

authorities are authorized to carry out such work pursuant to an approved abandoned mine reclamation program.

(b) Funds available for use in carrying out the purpose of this section shall be limited to those funds which must be allocated to the respective States or Indian tribes under the provisions of paragraphs (1) and (5) of section 402(g).

(c)(1) The Secretary may make expenditures and carry out the purposes of this section in such States where requests are made by the Governor or governing body of an Indian tribe for those reclamation projects which meet the priorities stated in section 403(a)(1), except that for the purposes of this section the reference to coal in section 403(a)(1) shall not apply.

(2) The provisions of section 404 shall apply to this section, with the exception that such mined lands need not have been mined for coal.

(3) The Secretary shall not make any expenditures for the purposes of this section in those States which have made the certification referred to in section 411(a).

(d) In those instances where mine waste piles are being reworked for conservation purposes, the incremental costs of disposing of the wastes from such operations by filling voids and sealing tunnels may be eligible for funding providing that the disposal of these wastes meets the purposes of this section.

(e) The Secretary may acquire by purchase, donation, easement, or otherwise such interest in land as he determines necessary to carry out the provisions of this section.

[30 U.S.C. 1239]

EMERGENCY POWERS

SEC. 410. (a) The Secretary is authorized to expend moneys from the fund for the emergency restoration, reclamation, abatement, control, or prevention of adverse effects of coal mining practices, on eligible lands, if the Secretary makes a finding of fact that—

(1) an emergency exists constituting a danger to the public health, safety, or general welfare; and

(2) no other person or agency will act expeditiously to restore, reclaim, abate, control, or prevent the adverse effects of coal mining practices.

(b) The Secretary, his agents, employees, and contractors shall have the right to enter upon any land where the emergency exists and any other land to have access to the land where the emergency exists to restore, reclaim, abate, control, or prevent the adverse effects of coal mining practices and to do all things necessary or expedient to protect the public health, safety, or general welfare. Such entry shall be construed as an exercise of the police power and shall not be construed as an act of condemnation of property nor of trespass thereof. The moneys expended for such work and the benefits accruing to any such premises so entered upon shall be chargeable against such land and shall mitigate or offset any claim in or any action brought by any owner of any interest in such premises for any alleged damages by virtue of such entry: *Provided*

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Sec. 411 SURFACE MINING CONTROL & RECLAMATION 42

however, That this provision is not intended to create new rights of action or eliminate existing immunities.

[30 U.S.C. 1240]

SEC. 411. CERTIFICATION.

(a) CERTIFICATION OF COMPLETION OF COAL RECLAMATION.—(1) The Governor of a State, or the head of a governing body of an Indian tribe, with an approved abandoned mine reclamation program under section 405 may certify to the Secretary that all of the priorities stated in section 403(a) for eligible lands and waters pursuant to section 404 have been achieved. The Secretary, after notice in the Federal Register and opportunity for public comment, shall concur with such certification if the Secretary determines that such certification is correct.

(2)(A) The Secretary may, on the initiative of the Secretary, make the certification referred to in paragraph (1) on behalf of any State or Indian tribe referred to in paragraph (1) if on the basis of the inventory referred to in section 403(c) all reclamation projects relating to the priorities described in section 403(a) for eligible land and water pursuant to section 404 in the State or tribe have been completed.

(B) The Secretary shall only make the certification after notice in the Federal Register and opportunity for public comment.

(b) ELIGIBLE LANDS, WATERS, AND FACILITIES.—If the Secretary has concurred in a State or tribal certification under subsection (a), for purposes of determining the eligibility of lands and waters for annual grants under section 402(g)(1), section 404 shall not apply, and eligible lands, waters, and facilities shall be those—

(1) which were mined or processed for minerals or which were affected by such mining or processing, and abandoned or left in an inadequate reclamation status prior to August 3, 1977; and

(2) for which there is no continuing reclamation responsibility under State or other Federal laws. In determining the eligibility under this subsection of Federal lands, waters, and facilities under the jurisdiction of the Forest Service or Bureau of Land Management, in lieu of the August 3, 1977, date referred to in paragraph (1) the applicable date shall be August 28, 1974, and November 26, 1980, respectively.

(c) PRIORITIES.—Expenditures of moneys for lands, waters, and facilities referred to in subsection (b) shall reflect the following objectives and priorities in the order stated (in lieu of the priorities set forth in section 403):

(1) The protection of public health, safety, general welfare, and property from extreme danger of adverse effects of mineral mining and processing practices.

(2) The protection of public health, safety, and general welfare from adverse effects of mineral mining and processing practices.

(3) The restoration of land and water resources and the environment previously degraded by the adverse effects of mineral mining and processing practices.

(d) SPECIFIC SITES AND AREAS NOT ELIGIBLE.—Sites and areas designated for remedial action pursuant to the Uranium Mill

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43 SURFACE MINING CONTROL & RECLAMATION Sec. 411

Tailings Radiation Control Act of 1978 (42 U.S.C. 7901 and following) or which have been listed for remedial action pursuant to the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. 9601 and following) shall not be eligible for expenditures from the Fund under this section.

(e) UTILITIES AND OTHER FACILITIES.—Reclamation projects involving the protection, repair, replacement, construction, or enhancement of utilities, such as those relating to water supply, roads, and such other facilities serving the public adversely affected by mineral mining and processing practices, and the construction of public facilities in communities impacted by coal or other mineral mining and processing practices, shall be deemed part of the objectives set forth, and undertaken as they relate to, the priorities stated in subsection (c).

(f) Notwithstanding subsection (e), where the Secretary has concurred in the certification referenced in subsection (a) and where the Governor of a State or the head of a governing body of an Indian tribe determines there is a need for activities or construction of specific public facilities related to the coal or minerals industry in States impacted by coal or minerals development and the Secretary concurs in such need, then the State or Indian tribe, as the case may be, may use annual grants made available under section 402(g)(1) to carry out such activities or construction.

(g) APPLICATION OF OTHER PROVISIONS.—The provisions of sections 407 and 408 shall apply to subsections (a) through (e) of this section, except that for purposes of this section the references to coal in sections 407 and 408 shall not apply.

(h) PAYMENTS TO STATES AND INDIAN TRIBES.—

(1) IN GENERAL.—

(A) PAYMENTS.—

(i) IN GENERAL.—Notwithstanding section 401(f)(3)(B), from funds referred to in section 402(i)(2), the Secretary shall make payments to States or Indian tribes for the amount due for the aggregate unappropriated amount allocated to the State or Indian tribe under subparagraph (A) or (B) of section 402(g)(1).

(ii) CONVERSION AS EQUIVALENT PAYMENTS.—Amounts allocated under subparagraph (A) or (B) of section 402(g)(1) shall be reallocated to the allocation established in section 402(g)(5) in amounts equivalent to payments made to States or Indian tribes under this paragraph.

(B) AMOUNT DUE.—In this paragraph, the term “amount due” means the unappropriated amount allocated to a State or Indian tribe before October 1, 2007, under subparagraph (A) or (B) of section 402(g)(1).

(C) SCHEDULE.—

(i) IN GENERAL.—Payments under subparagraph (A) shall be made in 7 equal annual installments, beginning with fiscal year 2008.

(ii) CERTAIN PAYMENTS REQUIRED.—Notwithstanding any other provision of this Act, as soon as practicable, but not later than December 10, 2015, of the 7 equal installments referred to in clause (i), the

December 9, 2021

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Secretary shall pay to any certified State or Indian tribe to which the total annual payment under this subsection was limited to \$15,000,000 in 2013 and \$28,000,000 in fiscal year 2014—

(I) the final 2 installments in 2 separate payments of \$82,700,000 each; and

(II) 2 separate payments of \$38,250,000 each.

(D) USE OF FUNDS.—

(i) CERTIFIED STATES AND INDIAN TRIBES.—A State or Indian tribe that makes a certification under subsection (a) in which the Secretary concurs shall use any amounts provided under this paragraph for the purposes established by the State legislature or tribal council of the Indian tribe, with priority given for addressing the impacts of mineral development.

(ii) UNCERTIFIED STATES AND INDIAN TRIBES.—A State or Indian tribe that has not made a certification under subsection (a) in which the Secretary has concurred shall use any amounts provided under this paragraph for the purposes described in section 403.

(2) SUBSEQUENT STATE AND INDIAN TRIBE SHARE FOR CERTIFIED STATES AND INDIAN TRIBES.—

(A) IN GENERAL.—Notwithstanding section 401(f)(3)(B), from funds referred to in section 402(i)(2), the Secretary shall pay to each certified State or Indian tribe an amount equal to the sum of the aggregate unappropriated amount allocated on or after October 1, 2007, to the certified State or Indian tribe under subparagraph (A) or (B) of section 402(g)(1).

(B) CERTIFIED STATE OR INDIAN TRIBE DEFINED.—In this paragraph the term “certified State or Indian tribe” means a State or Indian tribe for which a certification is made under subsection (a) in which the Secretary concurs.

(3) MANNER OF PAYMENT.—

(A) IN GENERAL.—Subject to subparagraph (B), payments to States or Indian tribes under this subsection shall be made without regard to any limitation in section 401(d) and concurrently with payments to States under that section.

(B) INITIAL PAYMENTS.—The first 3 payments made to any State or Indian tribe shall be reduced to 25 percent, 50 percent, and 75 percent, respectively, of the amounts otherwise required under paragraph (2)(A).

(C) INSTALLMENTS.—Amounts withheld from the first 3 annual installments as provided under subparagraph (B) shall be paid in 2 equal annual installments beginning with fiscal year 2018.

(4) REALLOCATION.—

(A) IN GENERAL.—The annual amount allocated under subparagraph (A) or (B) of section 402(g)(1) to any State or Indian tribe that makes a certification under subsection (a) of this section in which the Secretary concurs shall be reallocated and available for grants under section 402(g)(5).

45 SURFACE MINING CONTROL & RECLAMATION Sec. 414

(B) ALLOCATION.—The grants shall be allocated based on the amount of coal historically produced before August 3, 1977, in the same manner as under section 402(g)(5).

[30 U.S.C. 1240a]

FUND REPORT

SEC. 412. Not later than January 1, 1978, and annually thereafter, the Secretary or the State pursuant to an approved State program, shall report to the Congress on operations under the fund together with his recommendations as to future uses of the fund.

[30 U.S.C. 1241]

MISCELLANEOUS POWERS

SEC. 413. (a) The Secretary or the State pursuant to an approved State program, shall have the power and authority, if not granted it otherwise, to engage in any work and to do all things necessary or expedient, including promulgation of rules and regulations, to implement and administer the provisions of this title.

(b) The Secretary or the State pursuant to an approved State program, shall have the power and authority to engage in cooperative projects under this title with any other agency of the United States of America, any State and their governmental agencies.

(c) The Secretary or the State pursuant to an approved State program, may request the Attorney General, who is hereby authorized to initiate, in addition to any other remedies provided for in this title, in any court of competent jurisdiction, an action in equity for an injunction to restrain any interference with the exercise of the right to enter or to conduct any work provided in this title.

(d) The Secretary or the State pursuant to an approved State program, shall have the power and authority to construct and operate a plant or plants for the control and treatment of water pollution resulting from mine drainage. The extent of this control and treatment may be dependent upon the ultimate use of the water: *Provided*, That the above provisions of this paragraph shall not be deemed in any way to repeal or supersede any portion of the Federal Water Pollution Control Act (33 U.S.C.A. 1151, et seq. as amended) and no control or treatment under this subsection shall in any way be less than that required under the Federal Water Pollution Control Act. The construction of a plant or plants may include major interceptors and other facilities appurtenant to the plant.

(e) The Secretary may transfer funds to other appropriate Federal agencies, in order to carry out the reclamation activities authorized by this title.

[30 U.S.C. 1242]

INTERAGENCY COOPERATION

SEC. 414. All departments, boards, commissioners, and agencies of the United States of America shall cooperate with the Secretary by providing technical expertise, personnel, equipment, materials, and supplies to implement and administer the provisions of this title.

[30 U.S.C. 1243]

SEC. 415. REMINING INCENTIVES.

(a) **IN GENERAL.**—Notwithstanding any other provision of this Act, the Secretary may, after opportunity for public comment, promulgate regulations that describe conditions under which amounts in the fund may be used to provide incentives to promote remining of eligible land under section 404 in a manner that leverages the use of amounts from the fund to achieve more reclamation with respect to the eligible land than would be achieved without the incentives.

(b) **REQUIREMENTS.**—Any regulations promulgated under subsection (a) shall specify that the incentives shall apply only if the Secretary determines, with the concurrence of the State regulatory authority referred to in title V, that, without the incentives, the eligible land would not be likely to be remined and reclaimed.

(c) INCENTIVES.—

(1) **IN GENERAL.**—Incentives that may be considered for inclusion in the regulations promulgated under subsection (a) include, but are not limited to—

(A) a rebate or waiver of the reclamation fees required under section 402(a); and

(B) the use of amounts in the fund to provide financial assurance for remining operations in lieu of all or a portion of the performance bonds required under section 509.

(2) LIMITATIONS.—

(A) **USE.**—A rebate or waiver under paragraph (1)(A) shall be used only for operations that—

(i) remove or reprocess abandoned coal mine waste; or

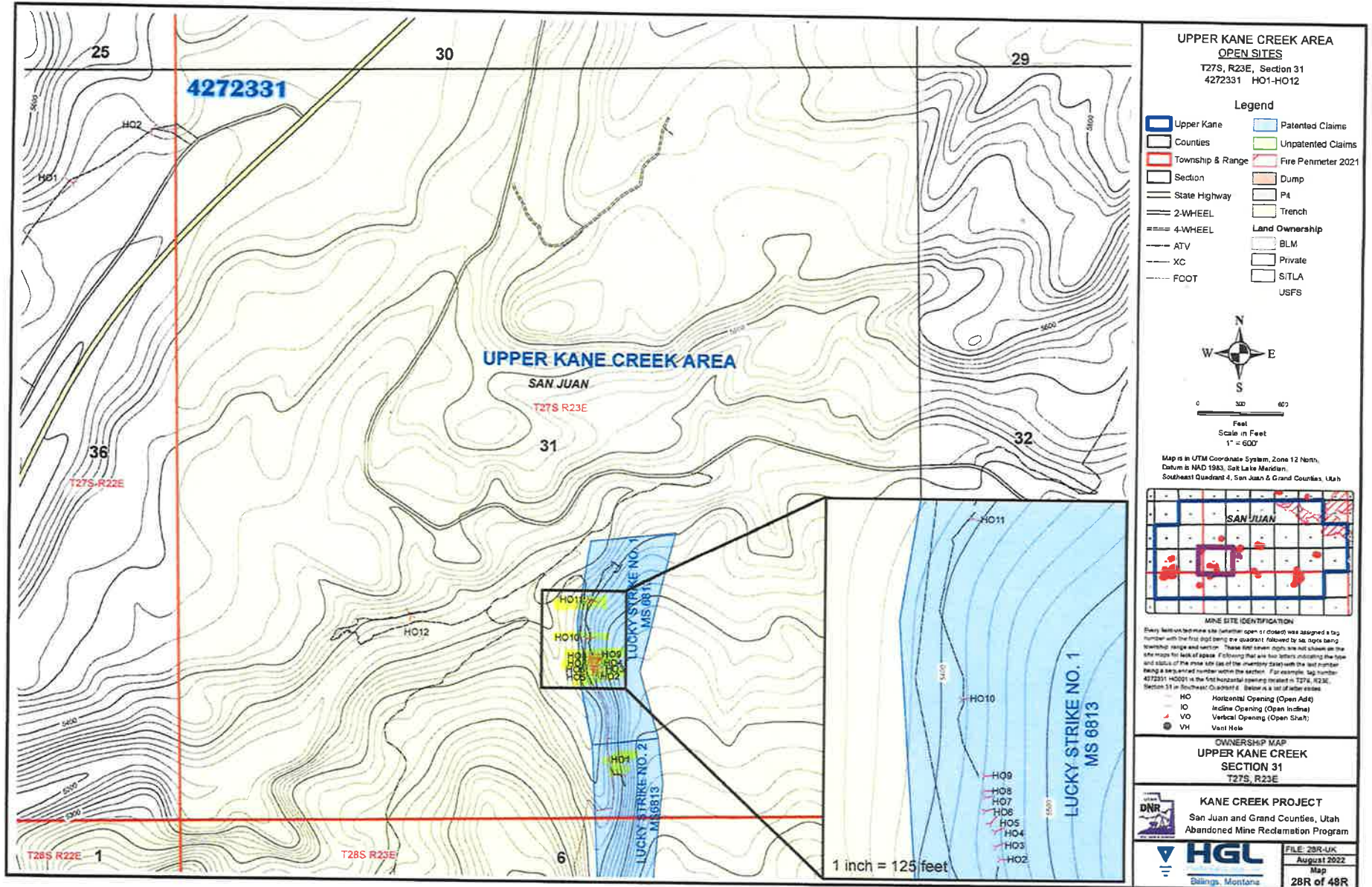
(ii) conduct remining activities that meet the priorities specified in paragraph (1) or (2) of section 403(a).

(B) **AMOUNT.**—The amount of a rebate or waiver provided as an incentive under paragraph (1)(A) to remine or reclaim eligible land shall not exceed the estimated cost of reclaiming the eligible land under this section.

[30 U.S.C. 1244]

TITLE V—CONTROL OF THE ENVIRONMENTAL IMPACTS OF SURFACE COAL MINING**ENVIRONMENTAL PROTECTION STANDARDS**

SEC. 501. (a) Not later than the end of the ninety-day period immediately following the date of enactment of this Act, the Secretary shall promulgate and publish in the Federal Register regulations covering an interim regulatory procedures for surface coal mining and reclamation operations setting mining and reclamation performance standards based on and incorporating the provisions set out in section 502(c) of this Act. The issuance of the interim regulations shall be deemed not to be a major Federal action within the meaning of section 102(2)(c) of the National Environmental Policy Act of 1969 (42 U.S.C. 4332). Such regulations, which shall be

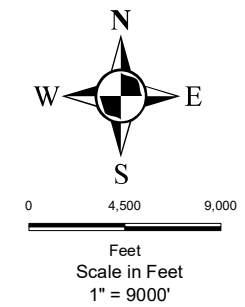


KANE CREEK PROJECT
NON-BLM CONSTRUCTION SITES
MAP SHEET INDEX

- 1C OVERVIEW NON-BLM SITES
- 2C MAP SHEET INDEX FOR NON-BLM SITES
- 3C-13C BRUMLEY AREA CONSTRUCTION MAPS
- 14C-21C UPPER KANE AREA CONSTRUCTION MAPS
- 22C-23C LOWER KANE AREA CONSTRUCTION MAPS

LEGEND

- Kane Creek Area
- Counties
- Township & Range
- Section
- Municipalities
- Travel Management Areas
- Fire Perimeter 2021
- State Highway
- 2 Wheel Drive
- 4 Wheel Drive



Map is in UTM Coordinate System, Zone 12 North,
Datum is NAD 1983, Salt Lake Meridian,
Southeast Quadrant 4, San Juan County, Utah

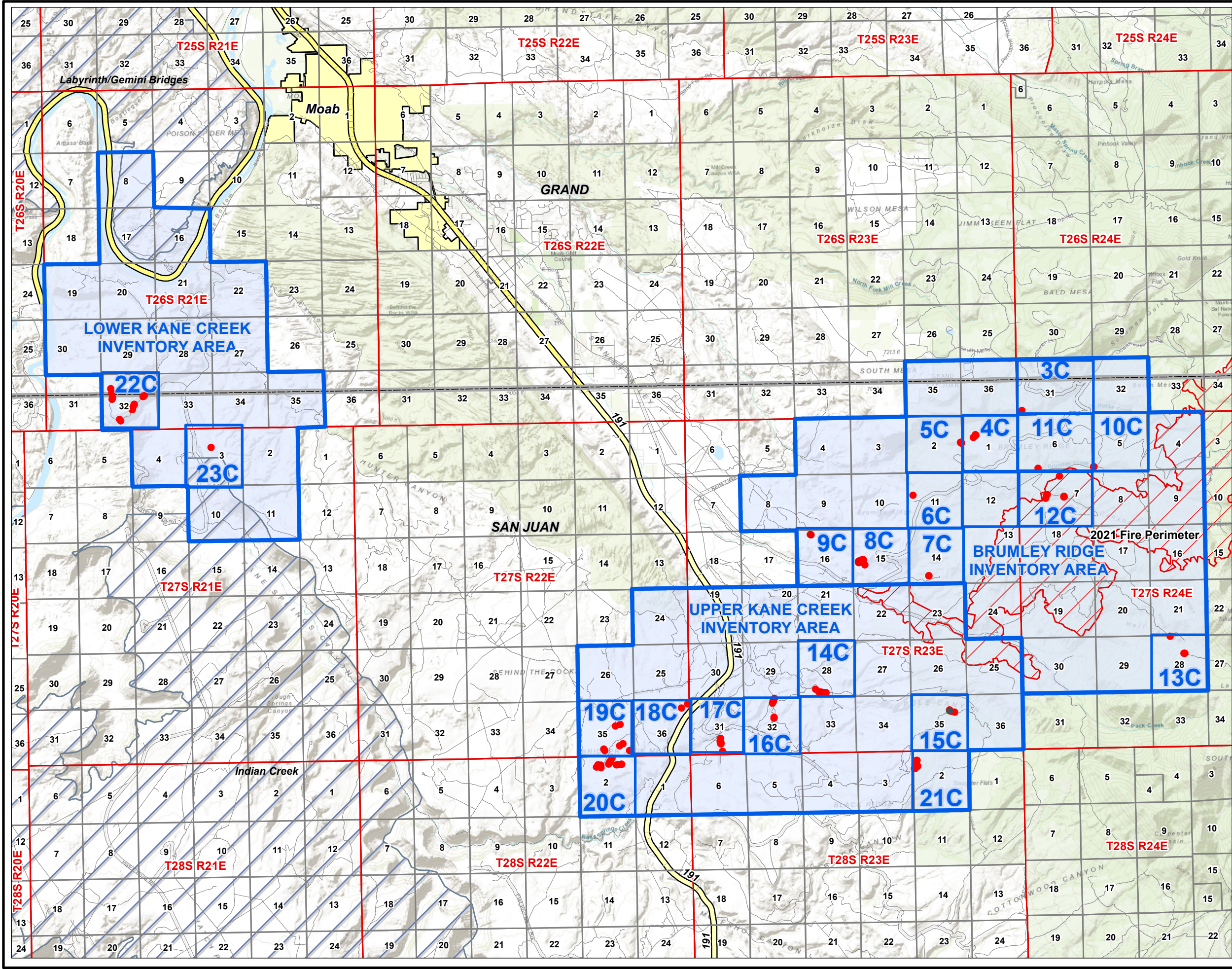
MINE SITE IDENTIFICATION

Every field-visited mine site (whether open or closed) was assigned a tag number with the first digit being the quadrant, followed by six digits being township, range and section. These first seven digits are not shown on the site maps for lack of space. Following that are two letters indicating the type and status of the mine site (as of the inventory date) with the last number being a sequenced number within the section. For example, tag number 4272331 H0001 is the first horizontal opening located in T27S, R23E, Section 31 in Southeast Quadrant 4.

CONSTRUCTION MAP
NON-BLM CONSTRUCTION SITES
WITH MAP SHEET INDEX



KANE CREEK PROJECT
San Juan and Grand County, Utah
Abandoned Mine Reclamation Program



SAN JUAN COUNTY COMMISSION RESOLUTION
AUTHORIZING THE FILING OF CROSS-APPEALS
FOR 2025 CENTRALLY ASSESSED PROPERTIES

RESOLUTION NO. _____ ADOPTED _____

A RESOLUTION OF THE SAN JUAN COUNTY COMMISSION APPROVING
THE FILING OF CROSS-APPEALS TO 2025 APPEALS FILED BY
TAXPAYERS SUBJECT TO CENTRAL ASSESSMENT.

IT IS HEREBY RESOLVED BY THE SAN JUAN COUNTY COMMISSION THAT:

WHEREAS, Utah Code Ann. § 59-2-1007 allows a county to object to an assessment and request a hearing with the Utah State Tax Commission (“cross-appeal”) within sixty days from when an owner of a centrally assessed property objects and requests a hearing (“appeal”);

WHEREAS, the following owner with centrally assessed property in San Juan County has filed an appeal with the Utah State Tax Commission contesting their 2025 assessment:

1. **Mid America Pipeline LLC**
2. **PacifiCorp, INC**

WHEREAS, it is in the best interest of the County that it file a cross-appeal(s) so that the County can fully participate in the proceedings initiated by the owner(s), including subsequent appeals to the District Court or Utah Supreme Court arising from such proceedings, with the purpose to protect the County’s financial interests and the equality of the tax burdens of taxpayers within its jurisdiction. In the event any taxpayer files an action in the United States Federal Court, pursuit of and defense of such action on behalf of the County is also authorized.

NOW, THEREFORE, the SAN JUAN COUNTY COMMISSION resolves as follows:

1. That a cross-appeal should be filed by legal counsel and pursued in response to the appeal initiated by the following owners: 1. **Mid America Pipeline LLC**. 2. **PacifiCorp, INC**.

2. That the County Commission direct the prosecution of the cross-appeal(s) under the advice of legal counsel, hereby authorizing Thomas W. Peters Esq., to file the necessary cross-appeals to protect the County’s interests.

3. That in the event an appeal by an owner not identified above is subsequently discovered, legal counsel is authorized to file a cross-appeal using his discretion to ensure timeliness, but such cross-appeal must be subsequently brought before the Commission as soon as possible for ratification.

APPROVED and ADOPTED this _____ day of August 2025.

SAN JUAN COUNTY COMMISSION

Silvia Stubbs, Chair

ATTEST:

By: _____
Lyman W. Duncan
County Clerk/Auditor

APPROVED AS TO FORM:

Mitch Maughan
County Attorney

Voting:

Silvia Stubbs, Chair
Lori Maughan, Vice-Chair
Jamie Harvey



COMMISSION STAFF REPORT

MEETING DATE: August 19, 2025

ITEM TITLE, PRESENTER: Consideration and Approval of the Interlocal Agreement between Monticello City and San Juan County for Building Inspection Services.
Mack McDonald, Chief Administrative Officer

RECOMMENDATION: Approve the Agreement

SUMMARY

For years now, San Juan County has provided Building Inspection Services for Monticello City and the Town of Bluff. Past agreements have expired. With the recent changes in Utah Code requiring County's, City and Towns to either hire or contract with a Building Official who is licensed to perform building inspections and act as the Building Official. The agreement before you will help Monticello City fulfill that requirement as well as provide them with inspection services matching our fee schedule for inspections.

FISCAL IMPACT

\$6,000 a year.

**AGREEMENT BETWEEN
THE CITY OF MONTICELLO AND SAN JUAN COUNTY
FOR BUILDING INSPECTION SERVICES**

This Agreement is made and entered into pursuant to 11-13-1, Utah Code Annotated, as amended, commonly referred to as the Interlocal Cooperation Act, by and between San Juan County, a body corporate and politic of the State of Utah, hereinafter referred to as "County", and the City of Monticello, a municipal corporation of the State of Utah, hereinafter referred to as "City".

WITNESSETH

WHEREAS, City wants a safe and secure environment for its citizens, businesses and all others within the City boundaries; and

WHEREAS, City desires to make the most cost-effective use of tax dollars to provide building inspection services; and

WHEREAS, City feels that the San Juan County Building Department can provide excellent, cost-effective building inspection services within the City boundaries; and

WEREAS, City is required by State Code to have a licensed building official performing the needed functions of inspections and plan approvals, and requests this role be filled by San Juan County Building Department; and

WHEREAS, City and County have determined that it is mutually advantageous to enter into this Agreement for the San Juan County Building Department to provide building inspection services in the City; and

WHEREAS, it is agreed that the services provided will be paid for by the City as hereinafter set forth and the respectful entities have determined and agree that the amount set forth herein is reasonable, fair and adequate compensation for providing the described building inspection services;

NOW THEREFORE, pursuant to the Utah Interlocal Cooperation Act the parties hereby agree as follows:

**SECTION ONE:
AGREEMENT**

1.01 The County, through the San Juan County Building Department agrees to furnish building official services and to enforce State laws within the corporate limits of City, to the extent and in the manner hereinafter set forth.

1.02 This Agreement terminates and supersedes any existing building inspection service agreement, whether oral or written, between the parties.

1.03 The concepts set forth in the above recitals are recognized and incorporated as an integral part of this agreement.

1.04 The City Manager and City Planning & Zoning Administrator shall be the administrators of this Agreement.

1.05 The City will enforce all City Codes and ensure land use is appropriate and shall issue stop work orders as necessary.

1.06 The County will designate a deputy and/or an appropriate supervisor as the liaison to the City for the purpose of coordinating the activities of the City of Monticello, attending staff and City Council meetings as reasonably requested, and to oversee the delivery of building inspection services under this agreement.

SECTION TWO: SCOPE OF SERVICES

2.01 The City of Monticello shall be responsible to furnish all personnel for the collection of applications and fees, data input into building software, compliance investigations, communications with County, Stop Work Orders, follow-up communications, as well as any other services in the field of construction that are within the legal power and ability of the City of Monticello to provide.

2.02 The County will furnish all necessary labor, supervision, equipment, vehicles, communication software, copy of fee schedule, and other items of equipment reasonably necessary to provide the services described herein.

2.03 The personnel and equipment furnished by the County will provide responsive, direct services within the normal operating hours of County Administration, Monday through Friday, 8am to 5pm.

2.04 The County will adjust operating hours set in accordance with 2.03, to meet all State current and future state code timeline requirements and deadlines. Provided that the change of operating hours is at the cause from County personnel.

2.05 The City will provide the software for the upload and documentation on the City's Building permits. All work by the County will be documented in the City system along with any attachments to each building permit. If work is accidentally uploaded to the wrong entity building permit software, the respected party must notify the other party within 48 hours to correct the upload to the correct software.

SECTION THREE: AUTHORITY AND EMPLOYMENT STATUS

3.01 For purposes of liability, County officers or employees shall not be deemed to be City officers or employees except as more fully specified in the Agreement. All building inspection officers employed by the County to perform duties under the terms of this Agreement shall be County employees, and shall have no right to any City pension, civil service, or any other City benefit for services provided hereunder. The County will have full supervision authority over all persons employed to carry out the requirements of this agreement.

SECTION FOUR: INDEMNIFICATION

4.01 The City shall be responsible for all damages to persons or property that occur as a result of the negligence or fault of the City in connection with the performance of this Agreement. The City shall also defend and indemnify the County for all claims and expenses that arise out of the enforcement of a State law or City ordinance that is deemed to be unlawful or unconstitutional.

4.02 The County shall be responsible for all damages to persons or property that occur as a result of negligence or fault of the County in connection with the performance of this Agreement. The County shall indemnify and hold the City free and harmless from all claims that arise as a result of the negligence or fault of the County, its officers, agents and employees.

4.03 In the event that the City or any of its officers or employees are named as co-defendants with the County or any of its officers or employees in any civil action based upon the delivery of services under the terms of this Agreement, the County agrees to undertake the defense of the City or any of its officers or employees so named under a reservation of rights agreement until such time as they have been successfully dismissed from the action or it has been determined by the County that a conflict of interest exists, at which time City will be notified of its duty to independently undertake and pay for the defense of the City or its officer or employee named as a co-defendant in such civil actions.

SECTION FIVE: RESPONSIBILITY FOR SALARY AND BENEFITS

5.01 The City shall not assume any liability for the payment of any salaries, wages, employment benefits or other compensation to any County personnel performing services hereunder for the City and will not assume any other employment related liability except as provided for in this Agreement.

5.02 The City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment, unless otherwise provided herein, and the County hereby agrees to hold the City harmless against any such claim.

SECTION SIX: TERM OF AGREEMENT

6.01 Unless terminated sooner as provided for herein, this Agreement shall be effective 12:01 am, August 27, 2025, and shall run for a five (5) year period until 12 midnight August 26, 2030.

6.02 In the event the City desires to extend this Agreement for a succeeding five year period, the City Council, by April 15 of the year of the expiration date of this Agreement, shall notify the County Commissioners that it wishes to renew the agreement, whereupon the County Commissioners, not later than May 15, shall notify the City Council in writing of its determination concerning the renewal for an additional five-year period together with any readjusted rates for the new extended agreement and a new agreement shall be executed. If these notifications are not made, this agreement shall expire and shall terminate on the final day of this agreement.

6.03 Notwithstanding the provisions of this Section, either party may terminate this Agreement at any time by giving 180 days prior written notice to the other party. In the event of a termination all services will be carried out to the end of the month, regardless of which party terminates the agreement.

SECTION SEVEN: COMPENSATION FOR SERVICES

7.01 The City agrees to pay to the County the amount set forth in Attachment A, which is attached hereto and incorporated herein by reference, for the services provided pursuant to this agreement. The amount listed on Attachment A includes, but is not limited to: building inspection fee, etc., etc., etc. The City shall pay the amount set forth in Attachment A, as scheduled in this agreement, even during times when a new officer is being recruited, hired, trained, etc. to fill a vacancy under this agreement.

7.02 The City's payments will include all work that must be completed for each permit, therefore all necessary inspections are committed by the County until the completion of the permit. Any additional inspections or unplanned adjustments will be added to the permit with a note detailing why the inspections have been adjusted. The City will then collect the needed fees based on the agreed fee schedule.

7.03 The City shall budget for and remit the amounts due to the County at the close of the semi-annual year: June and December. If such payment is not remitted to the

County within 30 days following the end of the quarter, a reminder will be send out from the County inquiring about the payment. Both parties are responsible for tracking the payment amounts due on the semi-annual schedule.

7.04 The compensation paid by the City to the County pursuant to this Agreement shall be used for the services provided pursuant to this Agreement, and County shall not have the authority or right to use such funds for other purposes. Further, the County agrees not to offset the City's present or future budget because of the compensation paid pursuant to this Agreement.

SECTION EIGHT: REPORTS AND RECORDS

8.01 Records will be maintained of all building inspection activity and services in the City and the records will be accessible to the City at all reasonable times. The County will prepare an annual report of building inspections in the City and will review the report annually with City Staff at a meeting upon request. The County will also provide updates to building records within 48 hours of services rendered to the City.

SECTION NINE: COORDINATION

9.01 The City's Manager, City's Mayor, or other designated representatives may confer with the County, and/or his designated contract representatives, to coordinate with the San Juan County Building Department regarding the performance or services under this Agreement, the costs for future periods under this contract, or any other issues related to the services provided under this contract. Such meetings will be subject to the discretion and availability of the Building Department Manager and shall be handled in accordance with County policy.

9.02 All inspections will be at the request of the City Planning & Zoning Administrator, scheduling with the requesting individual will be with the County based on the proper timeline for the requested inspection. Once an inspection is completed it will need to be documented by the County in the City system within 48 hours of the inspection.

9.03 Adopted adjustments to the County fee schedule for plan reviews or inspection fees must be reported to the City within 1 week of adoption, to allow proper collection of the fees.

SECTION TEN: GOVERNMENTAL OR CITY PROJECTS

10.01 When building projects arise for the City, those plan reviews and inspections will be paid for at the going rate as defined in Attachment A.

10.02 County projects within the municipal boundary will be requested through the City system and given the same timeline as all other building requests. Fees will be waived for inspections, other City fees will still be assessed, unless waived or adjusted by City Council at the County's request.

10.03 Other Governmental projects within the municipal boundary will pay the set fees and follow the same process as standard building permits, unless at their request before the City Council and the County Commission to receive an adjustment to any fees collected by each agency.

IN WITNESS WHEREOF The City of Monticello, by resolution duly adopted by its City Council, caused this Agreement to be signed by its Mayor and attested by its Clerk, and San Juan County, by resolution of its County Commissioners, has caused this Agreement to be signed by the Chairman of said Commission and attested by its Clerk, all on the day and year appearing below their respective signatures.

THE CITY OF MONTICELLO

By _____
Mayor Bayley Hedglin

Date _____

ATTEST:

Approved as to form and for compliance
with state law:

City Recorder

City Attorney

BOARD OF COUNTY COMMISSIONERS OF SAN JUAN COUNTY

By _____
Silvia Stubbs, Commission Chair

Date _____

ATTEST:

Approved as to form and for compliance
with state law:

San Juan County Clerk

San Juan County Attorney

Attachment A

County and City have agreed upon the following fee schedule.

Payments to County:

Semi-Annual payments in the amount of **\$3,000 (\$6,000 annually)** will be made by June 30 and December 31 of each year. This will continue for five (5) years as stated in the current contract and on the terms specified in Section Seven, Compensation of Services.

Payment Review:

When yearly City Inspections reach over 75 inspections or stay under 35 inspections, a review of this agreement be made to adjust the rate of the semi-annual payment. During such time, the rates will be adjusted based on the cost of the building fees as set by the County. Following years will resume at standard rate as set by the above payment schedule.

Payment Review Process:

Upon recognizing that the inspections have increased or decreased below the above threshold, the recognizing party will notify the other of the finding within one (1) month. Parties will hold a meeting to calculate the new fee based on the assumed average for the remaining year. This meeting may be delayed until later in the year once all building has slowed down for the season.

For Example. In the eighth month, only 20 inspections have occurred. Due to this fact the rate will be reduced to reflect that change based on the remaining inspections to be added to the system (2 permits added with a total of 5 inspections). 5 inspections at \$65 per inspection (as set by the County Fee Schedule) would reduce the remaining balance due to \$325. This amount plus any plan review fees would be the total due for the second yearly payment ($\$130 \times 2 = \$260 + 325 = \$585$ total year end payment) Overage inspections would work in the same way increasingly based on the County inspection and plan review fees.

**SAN JUAN COUNTY
ORDINANCE #2024 - 04A**

AN ORDINANCE AMENDING THE 2024-04 ORDINANCE UPDATING THE SAN JUAN COUNTY CONSOLIDATED FEE SCHEDULE IN ACCORDANCE WITH UTAH CODE §17-53-211

An ordinance of San Juan County adopting as a Standard for fees that will be charged by departments for services that are provided to citizens and non-citizens following the provisions for the collection of fees. This ordinance does not repeal, abrogate, annul, or in any way impair or interfere with existing provisions or other State laws except as expressly stated herein and to modify the fees reflected below. The fees listed in this ordinance supersede present fees for services specified, but all fees not listed remain in effect. Where this ordinance imposes a higher fee than is imposed or required by existing provisions, resolution, ordinance, or law, the provisions of this ordinance shall control.

The Board of San Juan County Commissioners ordains as follows:

1. Fees by Statute, by Policy and by Schedule.

- A. In any case, where the process or authority for adopting fees or specific fees are set in statute, these fees shall be adopted or imposed by the affected county office, department, board, or entity in accordance with the governing statute.
- B. In the case of fees regarding records, records duplication and related subjects, fees shall be imposed as provided in countywide records policies, adopted in accordance with §32.037 of the San Juan County Code.
- C. In the case of fees not set in statute and not covered by records policies, fees shall be imposed as provided by law or this ordinance.

2. Adopting and Amending Fee Schedules.

- A. San Juan County fee schedules shall be adopted according to the following process:
 - 1. Unless otherwise authorized by statute for adoption by a separate body or entity, non-statutory fees to be charged by a county office, department or agency shall be proposed by the office or agency each year as part of the annual budget processes or at such other time(s) as the Board of County Commissioners shall provide for by ordinance.
 - 2. Fees shall be separately listed for each office, department or agency and shall be compiled and separately set forth by the County Chief Administrative Officer in the tentative budget.
 - 3. Upon review and approval of fees by the County Board of Commissioners, the fee schedule shall be placed on file with the County Clerk/Auditor.
 - 4. Each office, department and agency shall post its approved fee schedule and shall additionally post a listing of statutory fees it is authorized by law to charge and collect.
 - 5. New fees may be adopted and existing fees may be amended or repealed at any time by ordinance.

6. Fees adopted or amended pursuant to this subsection shall become effective on the date specified in the ordinance.

3. Commission, Department Heads and Elected Officials Powers- Fees.

- A. The County Chief Administrative Officer shall review and approve a schedule of all fees imposed by divisions within the office, departments, or agency prior to submission to the County Board of Commissioners during the budget approval process.
- B. The County Chief Administrative Officer may recommend that the Commission waive or adjust fees in accordance with the following standards and procedures:
1. A fee imposed by an executive branch office, department, agency or division may be waived or adjusted by the recommendation of the County Chief Administrative Officer and approval of the Commission unless that fee is specifically established by state statute or regulation. Fees established by ordinance may be waived by the commission and fees established by state law may only be waived in accordance with state law.
 - a. Department Heads and Elected Officials may waive or adjust fees in accordance with Section 20.
 - b. The Planning Administrator may waive or adjust fees in accordance with Section 20.
 2. Waiver shall be upon good cause shown to contribute to the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of County residents. Any waiver shall be in writing submitted to the Chief Administrative Officer.

4. Fees for Recorder, Sheriff and Surveyors

- A. The Recorder, Sheriff and Surveyors shall adopt, amend, publish and post fees according to State statute. Fees adopted by the Recorder, Sheriff and Surveyors and fees authorized for adoption shall be included in the tentative budget and posted in accordance with Section 3 within.

5. Common Fees for all County Offices

- A. The following fees and charges are approved and shall be assessed by all County offices unless otherwise specifically noted with their respective sections:

| Services | Fees |
|-------------------------------|--------------------------|
| Postage | Actual cost to County |
| Other costs allowed by law | Actual cost to County |
| Dishonored/Returned Check | \$25.00 |
| Copies/Print- Black and White | |
| Paper Size: 8 ½ x 11 | \$0.10/single-sided page |
| Paper Size: 8 ½ x 11 | \$0.15/double-sided page |
| Paper Size: 8 ½ x 14 | \$0.15/printed page |
| Paper Size: 11 x 17 | \$0.20/printed page |

| | |
|----------------------|--|
| Copies/Print- Color | |
| Paper Size: 8 ½ x 11 | \$1.00/printed page |
| Paper Size: 8 ½ x 14 | \$1.50/printed page |
| Paper Size: 11 x 17 | \$2.00/printed page |
| Fax | |
| Send | \$1.50 first page/\$0.50 each additional |
| Receive | \$0.25 |

6. Fees of the Assessor's Office

- A. The following fees and charges are approved and shall be assessed and collected by the Assessor's Office: none, except as authorized in Section 5.

7. Fees of the Attorney's Office

- A. The following fees and charges are approved and shall be assessed and collected by the Attorney's Office: none, except as authorized in Section 5 and Section 8.

8. Fees of the Planning & Zoning Department

- A. The following fees and charges are approved and shall be assessed and collected by the Planning & Zoning Department for review of development applications:

| | |
|---------------------------|---|
| Building Permits Fees: | |
| Plan Review | Plan Review & Building Permit |
| Building Permit | 1.75x to square footage. (ex 2,000 sq.ft. = \$3,500) |
| Inspections | \$65/inspection + State milage rate |
| Appeal for Time Extension | \$150.00 |
| Business Sign Permit | \$150.00 |
| Work Done without Permit | 2x permit Price +150/week if continued beyond 30 day notice |
| Outside Consultant | Actual costs for consulting or inspections |

| | |
|--|---|
| Planning Fees | |
| Preliminary Subdivision Plat Review | Subdivision Plan Prelim and Final \$500 (Minor <4) \$2,0000 +50 per lot |
| Final Subdivision Plat Review | 5+ lots \$500 + \$10/additional lot |
| Planned Unit Development | \$2,000 + \$50/Residential lot +\$100/Commercial |
| Subdivision Changes (amendments, vacating, lot line adjustments, etc.) | \$500 |
| Right of Way / Alley Vacating | \$750 |

| | |
|--|--|
| Conditional Use Permit - Small Project (less than \$25,000) | \$500 |
| Conditional Use Permit - Medium Project (\$25,000-\$250,000) | \$1,000 |
| Conditional Use Permit - Large Project (more than \$250,000) | \$2,000 |
| Planning Commission Review (Variance, Zone Change, Overnight Accommodation, Overlay, etc.) | \$500 |
| Appeal of Land-Use Decision or Code Violation | 500 + additional sums charged by the Administrative Law Judge |
| Short-Term Rental Inspection | \$150 + State milage rate |
| Overnight Accommodations Permit | \$500 |
| Sign Permit | \$75 |
| Temporary Use Permit | \$150 |
| Engineering Review (extraordinary engineering review if applicable) | Actual Cost |
| Legal Review – Charged in the event application documents need substantive legal revision and review by the County Attorney’s office. | \$500 |

9. Fees of the Clerk/Auditor’s Office.

- A. The following fees and charges are approved and shall be assessed and collected by the Clerk/Auditor’s Office:

| | |
|---|---------------------------|
| Marriage License | \$50 |
| Marriage License Copy (certified) | \$10 |
| Marriage License Copy (non certified) | \$2.00 copy sent by email |
| Initial Off-Premise/Retail Beer (Class A) Application | \$250.00 |
| Bar Establishment (Class B) Application | \$400.00 |
| On-Premise Beer (Class C) Application | \$400.00 |
| Restaurant Beer Only (Class D) Application | \$250.00 |
| Restaurant Limited (Class D) Application | \$250.00 |
| Restaurant - Full (Class D) Application | \$250.00 |
| Off-Premise/Retail Beer (Class A) Renewal Application | \$250.00 |
| Bar Establishment (Class B) Renewal Application | \$400.00 |
| On-Premise Beer (Class C) Renewal Application | \$400.00 |
| Restaurant Beer Only Class D) Renewal Application | \$250.00 |

| | |
|--|----------|
| Restaurant Limited (Class D) Renewal Application | \$250.00 |
| Restaurant - Full (Class D) Renewal Application | \$250.00 |

10. Fees of the Economic Development/Visitor Services Department

- A. The following fees and charges are approved and shall be assessed and collected by the Economic Development/Visitor Services Department:

| | |
|--|------------|
| Co-Working Space Fees in the Monticello Library Basement | |
| Monthly Dedicated Pass 24/7 access unlimited access | \$150.00 |
| Monthly Flex 24/7 access unlimited access | \$100.00 |
| Punch Pass for up to 8 workspaces 24/7 access | \$4.00 |
| Drop in 9 am to 7 pm | \$5.00 |
| Community member | \$0.00 |
| Business License Fees | |
| Business License Fee | \$50.00 |
| Home Based Business License Fee | \$15.00 |
| Renewal Late Fee | \$100.00 |
| Renewal Late Fee #2 | \$250.00 |
| Violation of Ordinance | \$1,000.00 |

11. Fees of the Emergency Medical Services

- A. The following fees and charges are approved and shall be assessed and collected by the Emergency Medical Services. The following fees and charges are required by Utah Code Annotated § 26-81-403 and Administrative Rule R426-8-217. If there is a conflict between the fees contained herein and the Utah Code Annotated (UCA), the UCA shall govern. Other fees are set by San Juan County:

| | |
|---|----------|
| Ambulance Fees for Events | |
| ALS Ambulance with two EMTs | \$125.00 |
| Quick Response Vehicle | \$70.00 |
| UTV | \$70.00 |
| Single Paramedic | \$45.00 |
| Single Advanced EMT | \$40.00 |
| Single Basic EMT | \$35.00 |
| Supervisor (IC) | \$70.00 |
| EMS Basic Rates for Response and Transportation | |

| | |
|---|-------------|
| San Juan County Emergency Medical Services will charge at the allowable state mandated rates. Pursuant to Utah Code Annotated Title 26-81-403 and Administrative Rule R426-8-2 the allowable ambulance rates beginning July 1, 2023 are as follows: | |
| Ground Ambulance | \$1,090.00 |
| Advanced EMT Ground Ambulance | \$1,439.00 |
| Paramedic Ground Ambulance | \$2,104.00 |
| Mileage Rates: | |
| The standard milage rate is \$31.65 per mile or a fraction thereof. In all cases, mileage shall be computed from the point of pick-up to the point of patient delivery. | |
| Fuel fluctuation rate changes may be added when diesel fuel exceeds \$5.10 per gallon or when gasoline exceeds \$4.25 per gallon as invoiced; a surcharge of \$0.25 per mile travelled may be assessed. | |
| An off-road may be charged when an ambulance is required to travel for ten miles or more on unpaved roads. A surcharge of \$1.50 per mile may be assessed. | |
| Supplies and Medications: | |
| A licensed ambulance provider may charge for supplies and for providing supplies, medications, and administering medications used on any response if (1) supplies and medication are priced fairly and competitively, (2) the individual does not refuse service, and (3) the licensed personnel for the licensed ambulance provider assessment or to treat the individual. | |
| Special Provisions: | |
| Waiting time – a licensed ambulance provider shall allow 15 minutes of time at no charge to the patient at both pick-up and delivery. Once 15 minutes have elapsed, a licensed ambulance provider may charge \$22.05 per quarter hour or fraction thereof. On round trips, a licensed ambulance provider shall allow 30 minutes at no charge from the time the ambulance reaches the point of delivery until starting the return trip. Once 30 minutes have elapsed, the licensed ambulance provider may charge \$22.05 per quarter hour or fraction thereof. | |
| EMS Stand-by Fees | |
| | Hourly rate |
| Ambulance (3 Hour Minimum) | \$125.00 |
| Quick Response Vehicle (3 Hour Minimum) | \$70.00 |
| UTV (3 Hour Minimum) | \$70.00 |
| Single Paramedic (3 Hour Minimum) | \$45.00 |
| Single Advanced EMT (3 Hour Minimum) | \$40.00 |
| Single Basic EMT (3 Hour Minimum) | \$35.00 |
| Supervisor (IC) (3 Hour Minimum) | \$70.00 |
| BLS cards | \$5.00 |
| Heartsaver CPR&AED cards | \$19.00 |
| Heartsaver CPR/AED & FA cards | \$19.00 |
| Hours are calculated from the time the unit leaves the station to the time the unit returns and is in service. Lunch breaks, or other pauses in service of less than four hours will be charged at the standard stand-by rate. Ambulances include 2 providers with at least one provider being | |

ALS (advanced life support). If a patient requires transport from a stand-by event, they will be billed at the regular ambulance transport fee rate. A supervisor will be required on any event with more than 3 EMS resources. Cancellation fees apply to any event canceled with less than 24-hour notice. Overnight services will be subject to a surcharge.

12. Fees of the Public Library

- A. The following fees and charges are approved and shall be assessed and collected by the Public Library:
- B. The following exceptions are approved as follows:
1. Library Intra-library Loan Postage fee may be waived when an active grant covers cost.
 2. Library lost or damaged item fees may be waived by Library Director or designee.
 3. Community Room fee may be waived for public service events approved by Library Director or designee.
 4. Deposit will be refunded if room is left in the same condition or better than it was found before setting up.

| | |
|--|------------------|
| Intra-library Loan Postage (1) | \$2.00 |
| Replacement Library Card | \$1.00 |
| Lost or Damaged Library Materials (2) | Replacement Cost |
| Copies/Printouts: | |
| Black and White per side | \$0.20 |
| Color per-side | \$0.50 |
| Fax per page to send or receive (3) | \$0.50 |
| Scanner | Free |
| Prints on Photo paper (provided by patron) per page | \$1.00 |
| Disk Cleaner per disk per session | \$1.00 |
| Laminating per half sheet | \$0.50 |
| Laminating per full sheet | \$1.00 |
| Community Room Rental per hour (4a) | \$15.00 |
| (4b) Community room with food or beverage refundable deposit | \$30.00 |
| Hot Spot Fees: | |
| Lost or damaged case, charger, or cord | \$16.00 |
| Damaged or Lost Battery up to | \$25.00 |
| Damaged or Lost Hot Spot up to | \$109.00 |
| Hot Spot Overdue fees: | |
| 1-7 days overdue | \$10.00 |

| | |
|-------------------|---------|
| 8-14 days overdue | \$20.00 |
| 15+ days overdue | \$25.00 |

13. Fees for Non-Departmental Services

- A. The following fees and charges are approved and shall be assessed and collected by the non-associated Departments:

| | |
|---------------------------------------|----------|
| Fair Building Deposit (Refundable) | \$200.00 |
| Fair Building (Per Day) | \$50.00 |
| Arena (Per Day) | \$50.00 |
| Stage Deposit (Refundable) | \$300.00 |
| Stage - First Day | \$300.00 |
| Stage - Each Additional Day | \$100.00 |
| Stage - Mileage | \$0.70 |
| Fairgrounds (Deposit) | \$200.00 |
| Fairgrounds (Per Day) | \$200.00 |
| Fairgrounds Arena Prep | \$150.00 |
| Fairgrounds Stable Use Cleanup Charge | \$50.00 |

14. Fees of the Landfill Department

- A. The following fees and charges are approved and shall be assessed and collected by the Landfill Department:

| | |
|--|---------|
| Minimum Charge per Drop Off | \$10.00 |
| Punch Pass - Good for 4 separate dumps of 4 bags or less each dump-Residential | \$10.00 |
| Pickup/Car Load (Residential) | \$10.00 |
| Single Axle Trailer Only (Residential) | \$10.00 |
| Double Axle Trailer Only (Residential) | \$15.00 |
| Pickup + Single Axle Trailer (Residential) | \$20.00 |
| Pickup + Double Axle Trailer (Residential) | \$25.00 |
| Commercial/Construction (Landfill Only) | \$46.00 |
| Non-Hazardous Contaminated Soil (Landfill Only) | \$30.00 |
| Electronics, Large (Over 24") | \$10.00 |
| Electronics, Small (Under 24") - No Cell Phones | \$5.00 |
| Mattresses - All Sizes, each | \$15.00 |

| | |
|--|--|
| Box Springs - All Sizes, each | \$15.00 |
| Non-Friable Asbestos, per ton (Minimum 1 ton) | \$100.00 |
| Non-Infectious Bio-Hazard (Red Bag), per ton (Min 1 ton) | \$100.00 |
| Tires, Passenger Vehicle (Off Rim) | \$5.00 |
| Tires, Passenger Vehicle (On Rim) | \$10.00 |
| Tires, Semi Truck (Off Rim) | \$15.00 |
| Tires, Semi Truck (On Rim) | \$30.00 |
| Tires, Equipment Sized (Larger than Semi Tires, Off Rim) | \$60.00 |
| Tires, Equipment Sized (Larger than Semi Tires, On Rim) | \$120.00 |
| Refrigerators, Freezer, A/C Units (Contains Freon) | \$40.00 |
| White Goods (Washer/Dryer/Water Heater/Stove/Etc.) | \$10.00 |
| Dead Animals (Small) | \$7.00 |
| Dead Animals (Large) | \$10.00 |
| Used Oil (Residential Only) - No Charge | \$0 |
| Untarped or Unsecured Load Fee, state mandated | \$10.00 minimum or double the charged tipping fee, whichever is greater. |
| Interest on Late Payments (billed monthly @ 1.5%) | 1.50% |

15. Fees of the Public Health Department

- A. The following fees and charges are approved and shall be assessed and collected by the Public Health Department:

| | |
|---|----------------------------------|
| Waste Water | |
| Records Review | \$25.00 |
| Site And Soil Evaluation Review | \$300.00 + \$1.12/mile (one way) |
| Basic Septic System Application, Site/Soil Evaluation, Plan Review & Final Inspection | \$400 |
| Graywater System Permit (Does Not Include Design) | \$85 |
| Recertification Of Old Septic System | \$78 |
| Alternative Waste Water System | \$524 |
| Renewable Waste Water Operating Permit Inspection Report Review 1 Hr Minimum | \$78/hr |
| Certification Of Illegal Installation | \$524.00 |

| | |
|---|---------|
| New Subdivision Fee | \$87 |
| Liquid Waste Hauler Permit | \$78/hr |
| Septic Tank Abandonment Permit | \$25 |
| Septic Tank Locate | \$78/hr |
| On-Site Consultation/Inspection | \$78/hr |
| Facilities | |
| School Inspection | \$85 |
| Contamination Cleanup Permit (Meth, Asbestos, Biohazard Etc.) | \$320 |
| Onsite Inspection / Hr(Restaurant, Pool, Housing Etc.) | \$78/hr |
| Group Home | \$78/hr |
| Day Care | |
| New Daycare Inspection | \$0 |
| Food Service | |
| Tier/Risk 1 Food Establishment Permit Fee (See Risk Level Tab) | \$109 |
| Tier/Risk 2 | \$131 |
| Tier/Risk 3 | \$164 |
| Tier/Risk 4 | \$219 |
| Tier/Risk 2 Food Establishment and Microenterprise Permit Fee | |
| Seating 0-10 | |
| Seating 11-75 | |
| Seating 76-150 | |
| Seating 151 Or More | |
| Schools | \$126 |
| Review Restaurant Plans (Two Hour Minimum) | \$382 |
| Seasonal Food Establishment Fee (6 Months or Less) | \$55 |
| Grade Not Posted | |
| Permit Reinstatement After Revocation/Suspension (2 Hr Minimum) | \$436 |
| Temporary Food Service | |
| Prior Plan Review (Current Year) | \$0 |
| Standard Plan Review | \$16 |
| Late Plan Review (Submitted <2 Days Prior To Event) | \$33 |
| Site Review (Permitted On-Site) | \$41 |

| | |
|---|-----------------|
| Single Event – Tier/Risk 1 - (Less Than 5 Potentially Hazardous Foods) | \$27 |
| Single Event – Tier/Risk 2 (More Than 5 Potentially Hazardous Foods) | \$32 |
| Annual – Tier/Risk 1 (Less Than 5 Potentially Hazardous Foods) | \$86 |
| Annual – Tier/Risk 2 (More Than 5 Potentially Hazardous Foods) | \$115 |
| Food Handler | |
| Food Handler's Permit | \$20 |
| Replacement Food Handler's Card | \$5 |
| Mobile Food Service | |
| Food Truck Tier 1 Primary Permit - Low Risk | \$133 |
| Food Truck Tier 2 Primary Permit - High Risk | \$400 |
| Pool | |
| Pool/Spa Annual | \$133 |
| Pool Monthly Inspections Per Water Sample | \$53 |
| Pool And Spa Operators Course (First Time) | \$174 |
| Pool And Spa Operator Registration (One Time Fee If Course Not Taken At Department) | \$12 |
| Review Of New Pool Plans (2 Hr Minimum) | \$130 + \$78/hr |
| Permit Reinstatement After Revocation/Suspension | \$436 |
| Body Art And Tanning | |
| Body Art | \$109 |
| Body Artist Registration | \$33 |
| Tanning Salon Permit Fee | \$109 |
| Man Camps | |
| Temporary Labor Community Permit - Wastewater - Includes Food Permit | \$524 |
| Waste Tires | |
| Waste Tire Storage Facility Permit 0-200 Tons/Day (Currently Does Not Exist) | \$240 |
| Waste Tire Storage Facility Mit 201-700 Tons/Day | \$320 |
| Waste Tire Storage Facility Permit 701+ Tons/Day | \$400 |
| Solid Waste Management Facility Follow-Up Inspection | \$80 |
| Other | |

| | |
|--|-----------------|
| Special Event Review | \$87 |
| Mass Gathering | \$605.00 |
| Late Fee (If Not Paid By Feb. 1) | \$20 |
| Late Fee (If Not Paid By Mar. 1) | \$42 |
| Reinstatement Fee (If Not Paid By Apr. 1) | \$0.00 |
| Multiple Inspection Penalty | \$78/hr |
| Plan Review - 2 Hr Minimum | \$130 + \$78/hr |
| Construction/Application Inspection/Consultation 1 Hr Minimum | \$78/hr |
| Business License Inspection | \$78/hr |
| Mileage Radius Over 15 Miles | \$0.655/mile |
| Permit Reinstatement After Revocation/Suspension | \$436 |
| Closed To Occupancy Reopening Fee Per Unit | \$436 |
| Invoice Late Fee After 30 Days | \$25.00 |

16. Fees of the Recorder's Office

- A. The following fees and charges are required by Utah Code Annotated § 17-21-18.5. If there is a conflict between the fees contained herein and the Utah Code Annotated (UCA), the UCA shall govern:

| | |
|--|---------|
| Basic Recording | \$40.00 |
| Recording each additional legal description | \$2.00 |
| Plat of Subdivision or Condo, etc per sheet | \$50.00 |
| each additional lot | \$2.00 |
| Retrieval Fee | \$3.00 |
| Per page email | \$1.00 |
| Certified Copy | \$5.00 |
| Plus per page certified copy | \$1.00 |
| Copies/Electronic or Printout per page (on site) | \$0.50 |
| Irregular and/or Large Copies each | \$6.00 |
| 18" x 18" Ownership plats | \$5.00 |
| 18" x 24" | \$8.00 |
| 24" x 36" | \$10.00 |
| 36" x 36" | \$12.00 |
| 36" x 48" or larger | \$15.00 |
| 36" x 48" color | \$30.00 |

| | |
|------------------------------------|---------|
| 36" x 56" color | \$50.00 |
| With Aerial photos (add per sq ft) | \$5.00 |

17. Fees of the Road Department

- A. The following fees and charges are approved and shall be assessed and collected by the Road Department:
- B. The Road Superintendent may waive fees based on circumstance or practical reasons.

| | |
|---|---------|
| Right of way Encroachment permit including driveways and access roads. Pavement | \$200 |
| Right of way Encroachment permit including driveways and access roads. Gravel | \$50 |
| Street Vacation Request | \$300 |
| Creating street signs | \$50 |
| Installation of signs | \$250 |
| Non paved excavation | \$100 |
| Cuts in paved surfaces (That can not be bored) | \$200 |
| Road bores across a paved road | \$50 |
| Unauthorized excavation in county Right of Way | \$1,000 |
| Unauthorized encroachment on county road (plus encroachment permit fee) | \$50 |

18. Fees for the Sheriff's Office

- A. The following fees and charges are required by UCA § 17-22-2.5. If there is a conflict between the fees contained herein and the UCA, the UCA shall govern. Other fees associated are County fees for services:

| | |
|---|--|
| Serving notices, rules, order subpoena, garnishments, summons, or summons and complaint, garnishee execution, or other process by which an action or proceeding is commenced on each defendant (UCA § 17-22- 2.5 (2) (a)) | \$20.00 (UCA § 17-22-2.5 (2) (a)) Plus, traveling fee of \$2.50 for each mile necessarily traveled, in going only, computed from the courthouse for each person served, to a maximum of 100 miles (UCA § 17-22-2.5 (4) (a) (i)) |
| Serving an attachment on property, or levying an execution, or executing an order of arrest for an order for the delivery of personal property (UCA § 17-22-2.5 (2) (d)) | \$20.00 (UCA § 17-22-2.5 (2) (d)) Plus, traveling fees only collected for the actual distance traveled beyond the distance required to serve the summons if the attachment of those orders accompany the summons in the action and may be executed at the time of the service of the summons (UCA § 17-22-2.5 (5)) |

| | |
|---|--|
| Obtaining a saliva DNA specimen under section 53-10-404 (UCA § 17-22-2.5 (6)) | \$150.00 |
| Accident Reports | \$7.50 |
| Per page for reports | \$1.00 |
| Posting | \$5.00 per posting |
| Commercial, Security, etc | \$100.00 per hour/4-hour minimum |
| Vehicle use for commercials, movies, security | \$35.00 per hour plus \$1.25 per mile |
| Bailiff/Security fee | \$21.00 |
| Photo Evidence | \$1.50 per picture |
| In-car Video Reproduction | \$40.00 depending on time to transfer video footage |
| Audio/Research | \$25.00 plus \$25.00 per hour for reproductions that require extensive labor |
| Jail Fees: | |
| Charge to State per inmate | \$67.73 |
| Housing for non-law enforcement transportation agencies | \$75.00 Cost to House Inmate |
| Housing for out of County commitments | \$45.00 |

19. Fees for the Surveyor's Office.

- A. The following fees and charges are required by UCA § 17-21-18.5m(5, 6). If there is a conflict between the fees contained herein and the UCA, the UCA shall govern. Other fees associated are County fees for services:

| | |
|--|---------|
| Record of Survey (Hard Copy Filing) | \$20.00 |
| Record of Survey (Electronic Filing) | \$40.00 |
| Final Local Entity Plat (Hard Copy Filing) | \$40.00 |
| Final Local Entity Plat (Electronic Copy Filing) | \$80.00 |
| Subdivision Plat (Review) | \$20.00 |

20. Fee Waivers.

- A. **By Elected Officials, County Chief Administrative Officer and Department Heads.** Elected officials, County Chief Administrative Officer and department heads may waive fees required herein up to \$250 for services provided to other governmental entities.
- B. **By Planning & Zoning Administrator.** The Planning & Zoning Administrator may waive or defer all or part of the Fees of the Planning & Zoning Department set forth in Section 8 above up to \$5,000 for development activity attributable to Low-Income Housing, as defined in the San Juan County Land Use Code, that ensures, via deed

restriction, affordability pursuant to a stated maximum resale formula for primary residents who are actively employed or disabled, or a reasonable combination thereof, as defined by Section 4.7 and the Utah Fair Housing Act.

- C. **By County Board of County Commissioners.** The Board of County Commissioners may waive or defer all or part of any of the Fees set forth herein for i) governmental entities or ii) development activity attributable to Low-Income Housing, as defined in the San Juan County Land Use Code, that ensures, via deed restriction, affordability pursuant to a stated maximum resale formula for primary residents who are actively employed or disabled, or a reasonable combination thereof, as defined by Section 4.7 and the Utah Fair Housing Act, upon a finding of public benefit.

21. Return of Fees.

- A. **Return of Fees.** If service is not rendered, the Elected Official, County Chief Administrative Officer, or Department Head may recommend to the Clerk/Auditor in writing and approved by the Chief Administrative Officer that the fees paid by an individual or entity be returned. Aggrieved individuals may appeal to the County's Administrative Law Judge for reconsideration if fees are not waived and by paying the appropriate appeal fee.

22. Additional Fees.

- A. **Additional Fees.** If services require more resources than anticipated in the original application fee, either by county staff, services rendered by a professional, or other third-party services, the customer shall be responsible to reimburse San Juan County for these charges plus 10% of the charges to cover administrative costs, which shall include extraordinary attorneys' fees. Such fees and charges shall accrue to, and are payable by, the entity which receives service executes an application, enters into a development agreement, or requests the service.
- B. **Billing Statements.** The County shall bill customers for excess reimbursable fees accruing under this section and all other charges on a regular basis within forty-five (45) days of services. The billing by the County shall be in reasonable detail to permit the customer to determine the reason for the expenditure, and fees or charges incurred, along with the rate or other basis for the charge. Billings for reimbursable fees are due upon receipt and if the balance due is not paid within thirty (30) days of mailing, the customer is delinquent and is in default to the County Billing statements from the County to the customer shall be deemed correct, accurate, undisputed and due in full unless the Clerk Auditor shall receive in writing a disputed bill in reasonable detail to ascertain the exact question or matter in dispute within thirty (30) days of the postmarked date on the mailed statement or the date of hand-delivery if the statement is not delivered through the U.S. Mail.
- C. **Conference with Customer.** The customer, or their representatives, may informally confer with county staff to obtain further information, ask questions, and receive clarification of charges included on the billings. An informal conference may result in changes to the invoice from the County to the customer. If the invoice is corrected or changed, the customer shall pay the corrected invoice within fifteen (15) days of receipt of the corrected invoice.

- D. Disputed Amount to County Board of Commissioners.** Any disputed amount after the customer has conferred with the county staff may be disputed to the County Board of Commissioners. The customer shall notify the Clerk Auditor again in writing regarding the contested amount. The Clerk Auditor shall notify the Commission Administrator to the need to place the issue on the County Board of Commissioners agenda. The County Board of Commissioners shall consider the payment dispute in a regularly scheduled County meeting. Notice of the time, date and place of the meeting where the disputed statement will be considered by the County Board of Commissioners will be mailed to the customer not less than five (5) days before the date of the meeting. The customer may present any statement or evidence supporting the customer's position with respect to the dispute. The County Board of Commissioners shall vote on each disputed charge by the customer to determine whether or not to reduce or eliminate the disputed charges. The decision of the County Board of Commissioners shall be final.
- E. Customers in Default.** Customers must remain in good standing with all amounts due and payable to the County paid as such amounts become due. Customers who are delinquent in payment of reimbursable fees and charges to the County shall be deemed to be in default and future requests for services shall be delayed until the customer has remedied the default.

PASSED AND ADOPTED by action of the Board of San Juan County Commissioners for San Juan County in an open meeting this 5th day of March, 2024.

Voting Aye: _____ Voting Nay: _____

ATTEST:

SAN JUAN COUNTY BOARD OF
COMMISSIONERS

Lyman Duncan, Clerk/Auditor

Jamie Harvey, Chair

The purpose of making these fee changes is that a new Utah State Law (HB-53) which requires landfills to charge a minimum of \$10 on all loads that come into the landfill unsecured and/or untarped. Our recommendations come from landfills across the state that have already implemented these charges. We are suggesting a \$10 minimum charge, required by the state, and implementing a double tipping fee for all loads untarped and/or unsecured.

The reason behind the suggested amount is that 70% of all residential loads come to the landfill are only a \$10 minimum charge. So, with the double tipping fee, those customers would meet the \$10 minimum charge required by the state. The other 30% of residential customers average between \$10 and \$50 load. Doubling their fees would influence a change of behavior, hopefully. The other loads that come to the landfill are either commercial construction or commercial waste companies. For the most part, they already adhere to the tarping and securing of their loads.

So per recommendations from other Utah landfills to change the behavior of customers coming to the landfill with untarped and unsecured loads, we would like to recommend doubling the tipping fees for those individuals who come to the landfill with untarped and/or unsecured loads.

1. According to Section 72-2-135, we are required to generate an awareness campaign over the HB 53 changes regarding the importance of proper transportation and disposal of waste and maintaining clean roads and highways.
2. 72-7-410 (3)(a), reads, "A landfill shall collect a \$10 minimum fine for a vehicle in violation of Subsection (2), beginning no later than July 1, 2026".
3. 72-7-410 (3)(d), reads "The minimum fine described in Subsection (3)(a) does not preclude a landfill from imposing an additional or higher fine or fee for an unsecured load".
4. 72-7-410 (3)(e), reads "A landfill may impose an additional penalty for a driver who repeatedly violates Subsection (2)"

Brady Brammer proposes the following substitute bill:

Litter Cleanup Amendments

2025 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Ken Ivory

Senate Sponsor: Wayne A. Harper

LONG TITLE

General Description:

This bill addresses unsecured loads, litter, and landfills.

Highlighted Provisions:

This bill:

- establishes the Litter Abatement Expendable Special Revenue Fund;
- modifies penalties for certain offenses;
- requires reporting for certain entities;
- imposes a landfill fine for an unsecured load; and
- defines terms.

Money Appropriated in this Bill:

None

Other Special Clauses:

None

Utah Code Sections Affected:

AMENDS:

41-6a-1712, as last amended by Laws of Utah 2008, Chapter 22

41-6a-1713, as last amended by Laws of Utah 2015, Chapter 412

53-8-105, as last amended by Laws of Utah 2024, Chapter 425

72-1-201, as last amended by Laws of Utah 2024, Chapter 517

72-7-409, as last amended by Laws of Utah 2021, Chapter 327

ENACTS:

72-2-135, Utah Code Annotated 1953

72-7-410, Utah Code Annotated 1953

Be it enacted by the Legislature of the state of Utah:

Section 1. Section 41-6a-1712 is amended to read:

41-6a-1712 . Destructive or injurious materials on highways – Throwing lighted material from moving vehicle – Enforcement officers.

(1) As used in this section, "lighted material" means an item that is flaming, burning, or smoking, including lighted charcoal, fireworks, matches, tobacco, cigars, or cigarettes.

(2) A person may not throw, deposit, or discard, or permit to be dropped, thrown, deposited, or discarded on any public road or highway in the state, whether under state, county, municipal, or federal ownership, any plastic container, glass bottle, glass, nails, tacks, wire, cans, barbed wire, boards, trash or garbage, paper or paper products, or any other substance which would or could:

(a) create a safety or health hazard on the public road or highway; or

(b) mar or impair the scenic aspect or beauty of the public road or highway.

~~[(2)]~~ (3) A person who drops, throws, deposits, or discards, or permits to be dropped, thrown, deposited, or discarded, on any public road or highway any destructive, injurious, or unsightly material shall:

(a) immediately remove the material or cause it to be removed; and

(b) deposit the material in a receptacle designed to receive the material.

~~[(3)]~~ (4) A person distributing commercial handbills, leaflets, or other advertising shall take whatever measures are reasonably necessary to keep the material from littering public roadways or highways.

~~[(4)]~~ (5) A person removing a wrecked or damaged vehicle from a public road or highway shall remove any glass or other injurious substance dropped from the vehicle on the road or highway.

~~[(5)]~~ (6) A person may not throw any lighted material from a moving vehicle.

~~[(6)]~~ (7) Except as provided in Section 72-7-409, any person transporting loose cargo by truck, trailer, or other motor vehicle shall secure the cargo in a reasonable manner to prevent the cargo from littering or spilling on both public and private property or public roadways.

~~[(7)]~~ (8) A law enforcement officer as defined in Section 53-13-103, within the law enforcement officer's jurisdiction:

(a) shall enforce the provisions of this section;

(b) may issue citations to a person who violates any of the provisions of this section; and

(c) may serve and execute all warrants, citations, and other process issued by any court in enforcing this section.

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63 [(8)] (9) A municipality within its corporate limits and a county outside of incorporated
64 municipalities may enact local ordinances to carry out the provisions of this section.

65 Section 2. Section 41-6a-1713 is amended to read:

66 **41-6a-1713 . Penalty for littering on a highway.**

67 (1) [A person] Except as provided in Subsection (3), an individual who violates any of the
68 provisions of Section 41-6a-1712 is guilty of an infraction and shall be fined:

69 (a) not less than \$200 for a violation; or

70 (b) not less than \$500 for a second or subsequent violation within three years of a
71 previous violation of this section.

72 (2) The sentencing judge may require that the offender devote at least eight hours in
73 cleaning up:

74 (a) litter caused by the offender; and

75 (b) existing litter from a safe area designated by the sentencing judge.

76 (3) An individual who violates Subsection 41-6a-1712(6) is guilty of a class C
77 misdemeanor.

78 Section 3. Section 53-8-105 is amended to read:

79 **53-8-105 . Duties of Highway Patrol.**

80 (1) In addition to the duties in this chapter, the Highway Patrol shall:

81 (a) enforce the state laws and rules governing use of the state highways;

82 (b) regulate traffic on all highways and roads of the state;

83 (c) assist the governor in an emergency or at other times at his discretion;

84 (d) in cooperation with federal, state, and local agencies, enforce and assist in the
85 enforcement of all state and federal laws related to the operation of a motor carrier on
86 a highway, including all state and federal rules and regulations;

87 (e) inspect certain vehicles to determine road worthiness and safe condition as provided
88 in Section 41-6a-1630;

89 (f) upon request, assist with any condition of unrest existing or developing on a campus
90 or related facility of an institution of higher education;

91 (g) assist the Alcoholic Beverage Services Commission in an emergency to enforce the
92 state liquor laws;

93 (h) provide security and protection for both houses of the Legislature while in session as
94 the speaker of the House of Representatives and the president of the Senate find
95 necessary;

96 (i) enforce the state laws and rules governing use of capitol hill; and

- 97 (j) carry out the following for the Supreme Court and the Court of Appeals:
- 98 (i) provide security and protection to those courts when in session in the capital city
- 99 of the state;
- 100 (ii) execute orders issued by the courts; and
- 101 (iii) carry out duties as directed by the courts.
- 102 (2)(a) The division and the department shall annually:
- 103 (i) evaluate the inventory of new and existing state highways, in coordination with
- 104 relevant local law enforcement agencies, to determine which law enforcement
- 105 agency is best suited to patrol and enforce state laws and regulate traffic on each
- 106 state highway; and
- 107 (ii) before October 1 of each year, report to the Transportation Interim Committee
- 108 and the Executive Offices and Criminal Justice Appropriations Subcommittee
- 109 regarding:
- 110 (A) significant changes to the patrol and enforcement responsibilities resulting
- 111 from the evaluation described in Subsection (2)(a)(i); and
- 112 (B) any budget request necessary to accommodate additional patrol and
- 113 enforcement responsibilities.
- 114 (b) The division and the department shall, before July 1 of each year, coordinate with the
- 115 Department of Transportation created in Section 72-1-201 regarding patrol and
- 116 enforcement responsibilities described in Subsection (2)(a) and incident management
- 117 services on state highways.
- 118 (3)(a) A district court and a justice court shall collect and maintain data regarding
- 119 violations in Sections 41-6a-1712, 41-6a-1713, and 72-7-409.
- 120 (b) Each court shall transmit dispositions described in (3)(a) electronically to the
- 121 department.
- 122 Section 4. Section 72-1-201 is amended to read:
- 123 **72-1-201 . Creation of Department of Transportation – Functions, powers,**
- 124 **duties, rights, and responsibilities.**
- 125 (1) There is created the Department of Transportation which shall:
- 126 (a) have the general responsibility for planning, research, design, construction,
- 127 maintenance, security, and safety of state transportation systems;
- 128 (b) provide administration for state transportation systems and programs;
- 129 (c) implement the transportation policies of the state;
- 130 (d) plan, develop, construct, and maintain state transportation systems that are safe,

- reliable, environmentally sensitive, and serve the needs of the traveling public,
commerce, and industry;
- (e) establish standards and procedures regarding the technical details of administration of the state transportation systems as established by statute and administrative rule;
 - (f) advise the governor and the Legislature about state transportation systems needs;
 - (g) coordinate with utility companies for the reasonable, efficient, and cost-effective installation, maintenance, operation, relocation, and upgrade of utilities within state highway rights-of-way;
 - (h) in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act, make rules for the administration of the department, state transportation systems, and programs;
 - (i) jointly with the commission annually report to the Transportation Interim Committee, by November 30 of each year, as to the operation, maintenance, condition, mobility, safety needs, and wildlife and livestock mitigation for state transportation systems;
 - (j) ensure that any training or certification required of a public official or public employee, as those terms are defined in Section 63G-22-102, complies with Title 63G, Chapter 22, State Training and Certification Requirements, if the training or certification is required:
 - (i) under this title;
 - (ii) by the department; or
 - (iii) by an agency or division within the department;
 - (k) study and make recommendations to the Legislature on potential managed lane use and implementation on selected transportation systems within the state;
 - (l) before July 1 of each year, coordinate with the Utah Highway Patrol Division created in Section 53-8-103 regarding:
 - (i) future highway projects that will add additional capacity to the state transportation system;
 - (ii) potential changes in law enforcement responsibilities due to future highway projects; and
 - (iii) incident management services on state highways;[-and]
 - (m) provide public transit services, in consultation with any relevant public transit provider[-] ; and
 - (n) implement a public service campaign as described in Section 72-2-135, in coordination with relevant stakeholders including permitted landfills and transfer

stations, to generate public awareness regarding the importance of proper transportation and disposal of waste and maintaining clean roads and highways.

(2)(a) The department shall exercise reasonable care in designing, constructing, and maintaining a state highway in a reasonably safe condition for travel.

(b) Nothing in this section shall be construed as:

(i) creating a private right of action; or

(ii) expanding or changing the department's common law duty as described in Subsection (2)(a) for liability purposes.

Section 5. Section 72-2-135 is enacted to read:

72-2-135 . Litter Abatement Expendable Special Revenue Fund.

(1) There is created an expendable special revenue fund, known as the "Litter Abatement Expendable Special Revenue Fund."

(2) The fund shall consist of:

(a) the landfill minimum fine for an unsecured load as described in Section 72-7-410; and

(b) interest earnings on cash balances.

(3) The department shall use money in the fund:

(a) for litter cleanup efforts on or near highways, including highways near waste management facilities and other high-litter areas the department identifies;

(b) for a public service campaign to generate awareness regarding the importance of proper transportation and disposal of waste, the negative impact of littering, and the need to maintain clean highways;

(c) for increased enforcement of Sections 41-6a-1712, 41-6a-1713, and 72-7-410; and

(d) for the department's costs in administering the account.

Section 6. Section 72-7-409 is amended to read:

72-7-409 . Loads on vehicles -- Limitations -- Confining, securing, and fastening load required -- Penalty.

(1) As used in this section:

(a) "Agricultural product" means any raw product which is derived from agriculture, including silage, hay, straw, grain, manure, and other similar product.

(b)(i) "Unsecured load" means the contents of a vehicle, operated on a highway, not sufficiently covered, confined, fastened, or otherwise secured in a way to prevent the contents from escaping the vehicle.

(ii) "Unsecured load" includes materials such as dirt, sand, gravel, rock fragments,

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- 199 pebbles, crushed base, aggregate, any other similar material, or scrap metal or
200 other loose material on any portion of the vehicle not designed to carry the
201 material.
- 202 (c) "Vehicle" means the same as that term is defined in Section 41-1a-102.
- 203 (2) Except as provided in Subsections (3) through (5), a person may not:
- 204 (a) operate a vehicle with an unsecured load on any highway; or
- 205 (b) operate a vehicle carrying trash or garbage without a covering over the entire load.
- 206 (3)(a) A vehicle carrying dirt, sand, gravel, rock fragments, pebbles, crushed base,
207 aggregate, any other similar material, or scrap metal shall have a covering over the
208 entire load unless:
- 209 (i) the highest point of the load does not extend above the top of any exterior wall or
210 sideboard of the cargo compartment of the vehicle; and
- 211 (ii) the outer edges of the load are at least six inches below the top inside edges of the
212 exterior walls or sideboards of the cargo compartment of the vehicle.
- 213 (b) The following material is exempt from the provisions of Subsection (3)(a):
- 214 (i) hot mix asphalt;
- 215 (ii) construction debris or scrap metal if the debris or scrap metal is a size and in a
216 form not susceptible to being blown out of the vehicle;
- 217 (iii) material being transported across a highway between two parcels of property that
218 would be contiguous but for the highway that is being crossed; and
- 219 (iv) material listed under Subsection (3)(a) that is enclosed on all sides by containers,
220 bags, or packaging.
- 221 (c) A chemical substance capable of coating or bonding a load so that the load is
222 confined on a vehicle, may be considered a covering for purposes of Subsection (3)(a)
223 so long as the chemical substance remains effective at confining the load.
- 224 (4) Subsection (2) does not apply to a vehicle or implement of husbandry carrying an
225 agricultural product, if the agricultural product is:
- 226 (a) being transported in a manner which is not a hazard or a potential hazard to the safe
227 operation of the vehicle or to other highway users; and
- 228 (b) loaded in a manner that only allows minimal spillage.
- 229 (5)(a) An authorized vehicle performing snow removal services on a highway is exempt
230 from the requirements of this section.
- 231 (b) This section does not prohibit the necessary spreading of any substance connected
232 with highway maintenance, construction, securing traction, or snow removal.

(6)(a) Any person suspected of operating a vehicle with an unsecured load on a highway may be issued a warning.

(b) Any person who violates this section is guilty of:

(i) ~~§→ [f]an infraction[~~a class C misdemeanor~~]~~ ←§

, if the violation creates a hazard but does not lead to a motor vehicle accident;

(ii) a class B misdemeanor, if the violation creates a hazard that leads to a motor vehicle accident; or

(iii) a class A misdemeanor, if the violation creates a hazard that leads to a motor vehicle accident that results in the serious bodily injury or death of a person.

(c) A person who violates a provision of this section shall be fined not less than:

(i) \$200 for a violation; or

(ii) \$500 for a second or subsequent violation within six years of a previous violation of this section.

(d) A person who violates a provision of this section while operating a commercial vehicle as defined in Section 72-9-102 shall be fined:

(i) not less than \$500 for a violation; or

(ii) \$1,000 for a second or subsequent violation within six years of a previous violation of this section.

(7) As resources and opportunities allow, the department shall implement programs or activities that increase public awareness on the importance of properly securing loads.

Section 7. Section ~~72-7-410~~ is enacted to read:

72-7-410 . Public landfill litter abatement fine.

(1) As used in this section:

(a) "Landfill" means a landfill or transfer station that is permitted by the Department of Environmental Quality.

(b) "Securely covered" means that the content of a load is completely covered by a solid barrier which will prevent the load from blowing, spilling, or falling from the vehicle.

(2) A driver utilizing a landfill shall ensure that the vehicle's load is securely covered from the destination of origin until the driver deposits the load at the landfill.

(3)(a) A landfill shall collect a \$10 minimum fine for a vehicle in violation of Subsection (2), beginning no later than July 1, 2026.

(b) Five dollars of the fine described in Subsection (3)(a) shall be collected by the Department of Environmental Quality and deposited into the Litter Abatement

- 266 Expendable Special Revenue Fund created in Section 72-2-135.
- 267 (c) The remainder of the fine described in Subsection (3)(a) shall be retained by the
- 268 collecting landfill.
- 269 (d) The minimum fine described in Subsection (3)(a) does not preclude a landfill from
- 270 imposing an additional or higher fine or fee for an unsecured load.
- 271 (e) A landfill may impose an additional penalty for a driver who repeatedly violates
- 272 Subsection (2).
- 273 (4) The Department of Environmental Quality may retain its associated administrative costs
- 274 from the funds described in Subsection (3)(b).
- 275 (5) A landfill shall provide an annual report to the Department of Environmental Quality on
- 276 or before March 1 regarding violations of Subsection (2).
- 277 Section 8. **Effective Date.**
- 278 This bill takes effect on May 7, 2025.



COMMISSION STAFF REPORT

MEETING DATE: August 5, 2025

ITEM TITLE, PRESENTER: 2025 Utah State H.B. 53 Litter Cleanup Amendments, Jed Tate, Landfill Manager

RECOMMENDATION: Consideration of Fee Adjustments for the San Juan County Landfill

SUMMARY

There are mandatory fees established by new state law, effective May 1, 2025, that require penalties for offenses for any and all untarped and/or unsecured loads arriving at all landfills in the state of Utah.

HISTORY/PAST ACTION

Last increase to some items on the Landfill fee schedule was approved on March 21, 2024.

FISCAL IMPACT

We will owe a reporting and occurrence fee to the State of Utah.