

Regular Meeting
Scofield Reservoir Special Service District

June 5, 2025 – 10:00 a.m.
751 East 100 North, Price, Utah
2nd Floor Conference Room

AGENDA

1. Roll Call
2. Review and possible approval of minutes from previous meetings
3. Review of Financial Report
4. Approval of new ordinance for bid limits
5. Approval of new conflict-of-interest disclosure
6. Steve Carlson update on sewer system
7. Discussion on adding another tank to Helsten's
8. Discussion on what funds to use for another tank to Helsten's
9. Discussion on individual board members for Helsten & Pannier's
10. Election of new board members
11. Other Business that may be brought before the Board
12. Adjourn

A copy of this notice was faxed to the ETV10, a newspaper of general circulation within Carbon County, Utah, KOAL and KUSA radio stations.



MEETING MINUTES – December 4, 2024

IN ATTENDANCE:

OTHERS ATTENDING:

Ted Helston - Clear Creek
K.C. Williams - Singleton
Steve Carlson - Steve's Plumbing
Scott Olsen - Forester-
Rick Davis– Bolotas
Val Johnson Vice Chairman – Campsite –
Rudy Metelko Chairman – S. West
Christian Bryner – Legal Council
Geni Hawk, Secretary - Absent
Soleil Melo, Administrator

The meeting was called to order at 10:00 a.m. in the 2nd floor Conference Room of the County Administration Building by Rudy Metelko.

1. Roll Call – See Above

2. Review and possible approval of minutes from previous meetings
Motion – Rick Davis
Seconded – Ted Helston
Unanimous

3. Review of Financial Report – No comments
Motion to approve – KC Williams
Seconded – Scott Olsen
Unanimous

4. Open and Public Meetings Act training – Done by Christian Bryner

5. Public hearing on 2024 budget amendments

Fund 611 increased to cover legal fees. No other comments

6. Open and approve amendments to 2024 budget
Motion to approve – Scott Olsen
Seconded – Ted Helston
Unanimous

7. Public hearing on 2025 tentative budget - Soleil said everything will stay the same as last year with the exception of fee's for legal counsel. Called for Comments. No comments.

Motion to Approve the 2025 Budget– KC Williams
Seconded – Rick Davis
Unanimous

8. Consideration and approval of 2025 budget - voted above

9. Review and possible adoption of the 2025 meeting schedule – Some days changed to fit Christians schedule
Motion to approve – Val Johnson
Seconded – Scott Olsen
Unanimous

10. Review of large underground wastewater disposal system (LUWDS) report

11. Steve Carlson update on sewer system – Yearly inspection has been done and submitted and is good to go.

We have a new inspector and he was more thorough, there was a few things that need to be corrected
When the pumps go into alarm, there is a visible alarm and a digital alarm. Some of those were not Operational at different levels. Steve contacted the State to see if we were required to have those. It is required so we will have to get those upgraded and functional. It is just the alarms on the Panels, Steve still gets the calls. KC asked if the cost would be substantial and Steve does not feel like it will be. Steve has already been in contact to get a cost to get them fixed. Steve asked the board if they want him to come back for approval or just get them fixed. The board gave him permission to get them fixed because it is a State requirement. Soleil will pull the cost from the yearly maintenance fund which has \$7,000 in it. Bolotas used more water in the winter because people leave their water on so it doesn't freeze.

12. Discussion on adding another tank to Helston's – Ted said it was looked into a couple years ago

To see if adding another tank would cut the cost of pumping, but it was turned down because of expense. Rudy asked if there was room for another tank. Steve said there was room. Delivered a 2000 gallon holding tank would be just under \$5,000 and additional to dig the whole and set up it would probably cost 12,000. The pumping has gone down since Covid. Rudy suggested to table the item until next year and see if we can get a better idea since Covid is over. Val asked what the cost to pump was last time and it was thought to be 8,000. It serves 2 cabins, Helsten's and Paneers. Val said even with 2 tanks we would then have 2 tanks to pump. Steve suggested getting a grant to get our own pumping tank. Val said can we get Steve certified to pump. Scott asked how big of a tank would it take. Steve said - The truck we use now are 1,500 gallon. Steve has no idea what the cost of a pumping truck would be. Scott said they would be \$50,000. Scott said then we would have to park it and maintain it and it would take us 20 years to recoup our fees unless we could get a grant. Scott asked if we have the money to put in another tank, Steve said it would save money in the long run and KC agreed. Christian asked if it \$136,000 roughly and what are we saving it for. Val said we need to look at some of the things that we need to improve the system. What is the amount that we want to keep in there? Rick asked how long it would be to recoup our money if we get a new tank. Soleil stated the only one required by the state is \$5,000. Steve will get bids and we will have further discussion at the next meeting on March 6.

Motion to have Steve get further information on the tanks and discuss at next meeting – Scott Olsen
Seconded – KC Williams
Unanimous

13. Ben Grimes to present condominiums project Ben Grimes represents Kenny Horsel who is the owner of the Property that we are dealing with, It looks like your copy is fairly small. He has the property outlined by the black line. It's above the water line. The red line is the BOR water line. He is proposing to develop that property, we have been in discussions with County Planning and Zoning Commission. They are holding a hard line on, initially he wanted to do just lots, but they changed the zone regulation some years ago and they require 12,000 square feet lots for that property he would only be able to put in 3 or 4 lots. Which is not economical for him. So the ordinance provides for condominiums so that is what you are seeing laid out is 13 condominiums 1-10 on the north side and 3 unites to the south. We have concept approval from Planning and zoning so we are here to talk to you about hooking into the sewer system. Power is close, the water system, Kenny Holmes is handling that to see if they can handle that many units for the water line. But I am here today to talk to you about connecting to the sewer system. There is a man hole, if you look

carefully, between units 10 and 12. There is a line going to the North East, I do not know how far it goes up. That man hole is in position to handle this. It is an 8" line. Val asked how many beds and baths per condominium? Concept only, each unit would be 2 floors with double car garages total of 2400 square feet per unit. 3 bedrooms with 2 baths. Rudy asked will that system handle 13 units. Steve asked what is a normal lot size in the area right now? Ben answered – That's an interesting question and I didn't bring all my numbers but I presented those Numbers to Planning and Zoning over a month ago and the average lot size was in Bolotas 6800-7000 square feet. So when they changed the zoning to 12,000 square feet per lot, Steve asked if they where to do 6-7000 square foot lots, how many would that be. Ben assumes much more than 13. Steve stated – I am assuming when they designed the system that they designed the system to accommodate all the lots that would be built there. Ted questions – how many units are in that condominium? 13. Ben – If you look at the foot print of the 13 they are all the same size. 1-6 would be basically one building connected if you look at the photographs on the right you would see the concept. Steve said – so that was my question is there 13 lots in there according to the size of the lots used to be. Ben said he didn't look at it that way so he does not know.. Val said so you can look at what the size of the lots are here and if that is what they planned and if those are 12,000square feet lots, if that what they originally had before they rezoned it, and each one of these spots 24,000 square feet so 12,000 square feet is what that foot print is. Is W cubed the ones who can tell us how much the system can handle. It's going to cause strain and where to the system and be a cost to us, because if you normally have 6 cabins right there if they were to stick with what they originally planned for. Val was confused as to why they changed the zone because that adds parking issue also. Ben said he didn't know why Zoning was changed. If you look at Belotus alone those are only 6,800 square feet lots and why these are 12,000. Steve asked the property size Ben said 1.3 acres. Steve said so break that down and break that down into 6,000 square feet lots do the math on that. Another think to consider is each of those condominium owner are going to have to pay a sewer connection and a yearly fee. Val said that would be 13 connections. Because you are adding 13 cabins essentially. Rudy said will an 8" pipe take care of 13 more cabins. Steve said yes you will just have more wear and tear on the line. Rick ask about pump capacity. The answer is yes they will just run more. Ben stated - Planning and zoning will require us to make sure the system can handle this, so we will have to come back to you to justify how many unites we can have. Same thing on the water system. Steve is recommended to have some engineering done to determine this. Ben said with the man hole there they planned to have the area developed. Ben said the man hole is dry and never had anything in it. Steve said it should be able to handle it. Val said cost will go up but revenue will also go up with 13 more residents. They will have sewer hookup and sewer fee's every year. Ben said he has a lot to still consider, he has to consider the Bureau of Reclamation issue, which Ben is very familiar with. Ben said – So at this point we need some direction, what can we do to help. Steve suggested going back to the company who first designed the system, Steve has copies and will find out. Ben had some discussion with Jones and Demille to look at the plans. Rick stated – the map needs to be updated. It doesn't show a road by his place to US 6. Ben said it is 2016, but for this property in discussion it is accurate. Ben's client would like to start in the spring of 2025. Ben said that Contact has been made to surrounding home owners and have had no response. Ben stated the Black like is correct 99%. The others have encroached on to Bens clients property. Rick asked if Steve had the original drawings and Steve responded, Yes. Ben's next step is to finalize the survey and record it and then send out and they will have X number of days to respond and then they can challenge it. Ben will meet with Steve December 5 at 10. Clarification was made on a single family dwelling. Rudy asked – Can we give him a tentative ok, Christian said it is not on the agenda to make a recommendation so this just a presentation. Ben explained that they have been approved by Planning and Zoning for their concept. Ben asked Christian if they can approve the concept and Christian said No, it was not on the agenda that way so it will have to be put on the next agenda.

Motion to put the condominium Plan on the March 2025 meeting for Ben Grimes – Val Johnson
Seconded – Scott Olsen
Unanimous

Christian recommended that Ben tell us where he is at in his process and we will work with them. This Board Just approves the connection. If you are ready with final plan in March we can do that.

Ben asked what the rates are? Soleil - Sewer hookup is \$1,200 per hook up and then \$300 a year. Ted said they would also have to pay for all of Steve's work and inspections. \$20.00 for inspections.

14. Discussion of general system capacity – Already touched on this and Steve will get back with us.

15. Election of new board members

Christian said to give your recommendations to the Commissioners. It will be re-advertised.

Ted recommends Jerry Zumbrunnen for Clear creek.

16. Consideration and possible approval of system maintenance contract with Steve Carlson (Steve's Plumbing)

Christian said this contract will be from Jan 2025 through 2028, increase of an additional year if it is not cancelled within 60 days, 3030 per month which is 36,369.72 per year. 2% annual increase. Parts Inventory list, Contractor shall take whatever means is necessary for emergency purposes and time is of the essence.

Motion to approve the contract with Steve's Plumbing – Rick Davis

Seconded – Scott Olsen

Unanimous

17. Other Business that may be brought before the Board – Val asked if we need to get other bids when we are doing maintenance. Scott asked Christian, If we are going to spend over 8,000 we have to go to bid. Christian said he would recommend to go to bid. Christian said the question is Does an engineer have to approve the adding of another tank. Christian said it is not required but Ted recommends to have formal plans drawn up. Steve didn't think it would be technical enough that you would need an engineer Val agreed and he feels Steve is qualified to do it and Scott agreed. Ted said Steve does but if it goes out to bid those people would need to submit some plan or document. Scott said Steve could be the project manager and manage the project. Rick Davis you could ask for an RFP and Christian said you could make it so they have one if they purchase the tank themselves and also if we have the tank what they would charge to install it. Christian said we might get a better price if we buy the tank so there is not a markup. You could ask for a Bid for each way of doing it. Steve said he could talk to 2 or 3 contractors and see what he could come up with. Christian said you would need to do a bid and he suggested to put a bid limit and approve that on the next agenda. Scott said then we would have more information from Steve to make that call on the limit. You can set an amount before it goes out for bid. So the board would need to decide the amount. Christian said there is no set limit from the state. Val's question – why do we not have a representative from that property at these meetings when we are discussing their property? Ted doesn't feel you need a representative from the home owner. Christian said he thinks the issue is not so much as an individual homeowner but the individual system. They cost as much as other areas like Belotis or any of them. Maybe not quite as much but the fact that they are a system by themselves, we mention their system individually in the contract so. Christian that may need to be added to a future agenda as a discussion item at our next meeting to expand the board to give them a seat. The issue is interesting because they are a system but only pay one connection fee. Christian's concern is to be Frank, they do not carry their own weight what they cost us. So we put them on the board and they are not representing a group of people but they are representing a system. It's kind of a counter balance that certainly would be in their best interest to whenever votes come up. Christian recommends the board holding off and consider it a little more, think about it a little bit more and have further discussion. Scott asked if there is a mechanism in place were we can equalize their burden on our system. Christian said that it has been discussed before and there is not mechanism. Val asked KC, who is on his own system, and he is on the board. KC said he is an important part of the system and he always goes back to the leases on the sewer system have expired all around the lake. There is a problem. Val agreed that we need to discuss these leases in 2025 and find out what we need to do about it. KC said that in the 80's a lease agreement with the BOR for the sewer system. The end date was over 10 years ago. Rudy said he and Ted looked into it and there really was no problem. KC said the problem he sees is we had a lease and the lease is up. Rick asked Christian if he had this information, Christian does not. But if KC has the information Christian will look into it. Ted said – Years ago we tried to get senator to help us and he was taking it to congress and they dropped it. Christian said you will not get the sewer part resolved unless that entire thing get resolved. Christian recommends adding these things to another agenda. Rudy said to table these thing to the next agenda.

Establish minimum bid amounts as a line item on the next agenda – Scott Olsen

Seconded – Rick Davis

Unanimous

KC is nervous about snow removal around his area with open connections

18. Adjourn
Motion to adjourn – Val Johnson
Seconded – KC Williams
Unanimous



Val Johnson Vice Chair

STATEMENT OF ACCOUNT

P T I F

UTAH PUBLIC TREASURERS' INVESTMENT FUND

Marlo M. Oaks, Utah State Treasurer, Fund Manager
 PO Box 142315
 350 N State Street, Suite 180
 Salt Lake City, Utah 84114-2315
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SCOFIELD RESERVOIR SSD
 KAY COLOSIMO, CARBON COUNTY
 120 E MAIN
 PRICE UT 84501-3097

Account	Account Period
1151	November 01, 2024 through November 30, 2024

Summary

Beginning Balance	\$ 156,478.53	Average Daily Balance	\$ 156,478.53
Deposits	\$ 626.10	Interest Earned	\$ 626.10
Withdrawals	\$ 0.00	360 Day Rate	4.8014
Ending Balance	\$ 157,104.63	365 Day Rate	4.8681

Date	Activity	Deposits	Withdrawals	Balance
11/01/2024	FORWARD BALANCE	\$ 0.00	\$ 0.00	\$ 156,478.53
11/30/2024	REINVESTMENT	\$ 626.10	\$ 0.00	\$ 157,104.63
11/30/2024	ENDING BALANCE	\$ 0.00	\$ 0.00	\$ 157,104.63

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SALT LAKE CITY, UT 84126-0547

This Statement: November 29, 2024
Last Statement: October 31, 2024

Primary Account: 048611024

P27593 05-0000-ZFN-PG0023-00002
0027566 01 AV 0.545 **AUTO T6 0 1642 84501-275251

CARBON COUNTY TREASURER
(SCOFIELD RESERVOIR SPEC SERVICE DIST)
STE 1400
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SUMMARY OF ACCOUNT BALANCE

Account Type	Account Number	Account Ending Balance
MUNICIPAL MONEY MARKET	0048611024	\$211,727.14

MUNICIPAL MONEY MARKET 0048611024

0365

	Previous Balance	Deposits/Credits	Withdrawals/Debits	Checks Processed	Ending Balance
Count:		4	1	0	
Amount:	216,671.60	969.69	5,914.15-	0.00	211,727.14

DEPOSITS/CREDITS

Posting Date	Effective Date	Amount	Description
11/20	11/20	300.00	DEPOSIT
11/25	11/25	300.00	DEPOSIT
11/27	11/27	300.00	CORPORATE XFER FROM DDA ****2031 ID:002006027
11/29	11/29	69.69	INTEREST PAYMENT

CHARGES/DEBITS

Posting Date	Effective Date	Amount	Description
11/27	11/27	5,914.15-	CORPORATE XFER TO DDA ****8006 ID:002008296

CHECKS PROCESSED

There were no transactions this period.

ACTIVITY COUNT

	During this period
Total Items	5

AGGREGATE OVERDRAFT AND RETURNED ITEM FEES

	Total for This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

To learn more about our other products and services that may lower the cost of managing account overdrafts or to discuss removing overdraft coverage from your account, please contact Customer Service or visit your local branch.

DAILY BALANCE

<i>Date</i>	<i>Balance</i>	<i>Date</i>	<i>Balance</i>	<i>Date</i>	<i>Balance</i>
11/01	\$216,671.60	11/25	\$217,271.60	11/29	\$211,727.14
11/20	\$216,971.60	11/27	\$211,657.45		

INTEREST

Interest Earned This Statement Period	\$69.69	Number Of Days This Statement Period	29
Interest Paid Year-To-Date 2024	\$680.53		
Interest Paid Last Year 2023	\$569.86		

Current interest rate is 0.4000% with no rate change this statement period

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SCOFIELD RESERVOIR SSD
 KAY COLOSIMO, CARBON COUNTY
 120 E MAIN
 PRICE UT 84501-3097

Account	Account Period
1151	December 01, 2024 through December 31, 2024

Summary

Beginning Balance	\$ 157,104.63	Average Daily Balance	\$ 157,104.63
Deposits	\$ 631.92	Interest Earned	\$ 631.92
Withdrawals	\$ 0.00	360 Day Rate	4.6710
Ending Balance	\$ 157,736.55	365 Day Rate	4.7359

Date	Activity	Deposits	Withdrawals	Balance
12/01/2024	FORWARD BALANCE	\$ 0.00	\$ 0.00	\$ 157,104.63
12/31/2024	REINVESTMENT	\$ 631.92	\$ 0.00	\$ 157,736.55
12/31/2024	ENDING BALANCE	\$ 0.00	\$ 0.00	\$ 157,736.55

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PO BOX 26547
SALT LAKE CITY, UT 84126-0547

Statement of Accounts

This Statement: December 31, 2024
Last Statement: November 29, 2024

Primary Account: 048611024

P42757 05-0000-ZFN-PG0023-00000
0042715 01 AV 0.545 **AUTO T2 0 1402 84501-275251

CARBON COUNTY TREASURER
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SUMMARY OF ACCOUNT BALANCE

Account Type	Account Number	Account Ending Balance
MUNICIPAL MONEY MARKET	0048611024	\$205,645.86

MUNICIPAL MONEY MARKET 0048611024

0365

	Previous Balance	Deposits/Credits	Withdrawals/Debits	Checks Processed	Ending Balance
Count:		1	1	0	
Amount:	211,727.14	75.23	6,156.51-	0.00	205,645.86

DEPOSITS/CREDITS

Posting Date	Effective Date	Amount	Description
12/31	12/31	75.23	INTEREST PAYMENT

CHARGES/DEBITS

Posting Date	Effective Date	Amount	Description
12/31	12/31	6,156.51-	CORPORATE XFER TO DDA ****8006 ID:001797823

CHECKS PROCESSED

There were no transactions this period.

ACTIVITY COUNT

	During this period
Total Items	2

AGGREGATE OVERDRAFT AND RETURNED ITEM FEES

	Total for This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

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DAILY BALANCE

Date	Balance	Date	Balance
11/30	\$211,727.14	12/31	\$205,645.86

STATEMENT OF ACCOUNT

P T I F

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 120 E MAIN
 PRICE UT 84501-3097

Account	Account Period
1151	January 01, 2025 through January 31, 2025

Summary

Beginning Balance	\$ 157,736.55	Average Daily Balance	\$ 157,736.55
Deposits	\$ 608.89	Interest Earned	\$ 608.89
Withdrawals	\$ 0.00	360 Day Rate	4.4828
Ending Balance	\$ 158,345.44	365 Day Rate	4.5450

Date	Activity	Deposits	Withdrawals	Balance
01/01/2025	FORWARD BALANCE	\$ 0.00	\$ 0.00	\$ 157,736.55
01/31/2025	REINVESTMENT	\$ 608.89	\$ 0.00	\$ 158,345.44
01/31/2025	ENDING BALANCE	\$ 0.00	\$ 0.00	\$ 158,345.44

{Effective: 01/31/2025} The GASB Fair Value factor at December 31, 2024 is 1.00186367

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Statement of Accounts

This Statement: January 31, 2025
Last Statement: December 31, 2024

Primary Account: 048611024

P27404 05-0000-ZFN-PC0023-00003
0027377 01 AV 0.54 **AUTO T9 0 1424 84501-275251

CARBON COUNTY TREASURER
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SUMMARY OF ACCOUNT BALANCE

Account Type	Account Number	Account Ending Balance
MUNICIPAL MONEY MARKET	0048611024	\$199,891.13

MUNICIPAL MONEY MARKET 0048611024

0988

	Previous Balance	Deposits/Credits	Withdrawals/Debits	Checks Processed	Ending Balance
Count:		4	3	0	
Amount:	205,645.86	970.90	6,725.63-	0.00	199,891.13

DEPOSITS/CREDITS

Posting Date	Effective Date	Amount	Description
01/02	01/02	300.00	DEPOSIT
01/21	01/21	300.00	DEPOSIT
01/29	01/29	300.00	DEPOSIT
01/31	01/31	70.90	INTEREST PAYMENT

CHARGES/DEBITS

Posting Date	Effective Date	Amount	Description
01/07	01/07	20.00-	BALANCE CONFIRMATION FEE
01/24	01/24	78.52-	DELUXE BUS SYS. BUS PRODS REF # 02502 4008689724 DELUXE BUS
01/31	01/31	6,627.11-	CORPORATE XFER TO DDA ****8006 ID:002102048

CHECKS PROCESSED

There were no transactions this period.

ACTIVITY COUNT

During this period

Total Items

7

AGGREGATE OVERDRAFT AND RETURNED ITEM FEES

	Total for This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

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STATEMENT OF ACCOUNT

P T I F

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SCOFIELD RESERVOIR SSD
 KAY COLOSIMO, CARBON COUNTY
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Account	Account Period
1151	February 01, 2025 through February 28, 2025

Summary

Beginning Balance	\$ 158,345.44	Average Daily Balance	\$ 158,345.44
Deposits	\$ 549.76	Interest Earned	\$ 549.76
Withdrawals	\$ 0.00	360 Day Rate	4.4639
Ending Balance	\$ 158,895.20	365 Day Rate	4.5259

Date	Activity	Deposits	Withdrawals	Balance
02/01/2025	FORWARD BALANCE	\$ 0.00	\$ 0.00	\$ 158,345.44
02/28/2025	REINVESTMENT	\$ 549.76	\$ 0.00	\$ 158,895.20
02/28/2025	ENDING BALANCE	\$ 0.00	\$ 0.00	\$ 158,895.20

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Statement of Accounts

This Statement: February 28, 2025
Last Statement: January 31, 2025

Primary Account: 048611024

P28839 05-0000-ZFN-PG0023-00000
0028811 01 AV 0.54 **AUTO T5 0 1444 84501-275251

CARBON COUNTY TREASURER
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- You will continue to be limited to six withdrawals per monthly statement cycle. All customer-initiated transactions will count towards your monthly withdrawal limit, including ATM and in-person withdrawals.
- After six withdrawals, you will be charged \$15 per excessive withdrawal on money market accounts. The excessive withdrawal fee for any one statement cycle will now be capped at 10 fees.

SUMMARY OF ACCOUNT BALANCE

Account Type	Account Number	Account Ending Balance
MUNICIPAL MONEY MARKET	0048611024	\$194,248.33

MUNICIPAL MONEY MARKET 0048611024

6365

	Previous Balance	Deposits/Credits	Withdrawals/Debits	Checks Processed	Ending Balance
Count:		1	1	0	
Amount:	199,891.13	62.07	5,704.87-	0.00	194,248.33

DEPOSITS/CREDITS

Posting Date	Effective Date	Amount	Description
02/28	02/28	62.07	INTEREST PAYMENT

CHARGES/DEBITS

Posting Date	Effective Date	Amount	Description
02/27	02/27	5,704.87-	CORPORATE XFER TO DDA ****8006 ID:000891435

CHECKS PROCESSED

There were no transactions this period.

ACTIVITY COUNT

	During this period
Total Items	2

PTIF

UTAH PUBLIC TREASURERS' INVESTMENT FUND

Marlo M. Oaks, Utah State Treasurer, Fund Manager
 PO Box 142315
 350 N State Street, Suite 180
 Salt Lake City, Utah 84114-2315
 Local Call (801) 538-1042 Toll Free (800) 395-7665
www.treasurer.utah.gov

SCOFIELD RESERVOIR SSD
 KAY COLOSIMO, CARBON COUNTY
 120 E MAIN
 PRICE UT 84501-3097

Account	Account Period
1151	March 01, 2025 through March 31, 2025

Summary

Beginning Balance	\$ 158,895.20	Average Daily Balance	\$ 158,895.20
Deposits	\$ 605.34	Interest Earned	\$ 605.34
Withdrawals	\$ 0.00	360 Day Rate	4.4241
Ending Balance	\$ 159,500.54	365 Day Rate	4.4856

Date	Activity	Deposits	Withdrawals	Balance
03/01/2025	FORWARD BALANCE	\$ 0.00	\$ 0.00	\$ 158,895.20
03/31/2025	REINVESTMENT	\$ 605.34	\$ 0.00	\$ 159,500.54
03/31/2025	ENDING BALANCE	\$ 0.00	\$ 0.00	\$ 159,500.54

ZIONS BANK®

PO BOX 26547
SALT LAKE CITY, UT 84126-0547

Statement of Accounts

This Statement: March 31, 2025
Last Statement: February 28, 2025

Primary Account: 048611024

P41340 05-0000-ZFN-PG0023-00002
0041299 01 AV 0.54 **AUTO T3 0 1465 84501-275251

CARBON COUNTY TREASURER
(SCOFIELD RESERVOIR SPEC SERVICE DIST)
STE 1400
751 E 100 N STE 1400
PRICE, UT 84501-2752



Direct Inquiries to:
800-789-2265
WWW.ZIONS BANK.COM



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SUMMARY OF ACCOUNT BALANCE

Account Type	Account Number	Account Ending Balance
MUNICIPAL MONEY MARKET	0048611024	\$178,961.61

MUNICIPAL MONEY MARKET 0048611024

0365

	Previous Balance	Deposits/Credits	Withdrawals/Debits	Checks Processed	Ending Balance
Count:		3	1	0	
Amount:	194,248.33	666.84	15,953.56-	0.00	178,961.61

DEPOSITS/CREDITS

Posting Date	Effective Date	Amount	Description
03/07	03/07	300.00	DEPOSIT
03/26	03/26	300.00	DEPOSIT
03/31	03/31	66.84	INTEREST PAYMENT

CHARGES/DEBITS

Posting Date	Effective Date	Amount	Description
03/31	03/31	15,953.56-	CORPORATE XFER TO DDA ****8006 ID:003394460

CHECKS PROCESSED

There were no transactions this period.

ACTIVITY COUNT

During this period

Total Items

4

AGGREGATE OVERDRAFT AND RETURNED ITEM FEES

	Total for This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

To learn more about our other products and services that may lower the cost of managing account overdrafts or to discuss removing overdraft coverage from your account, please contact Customer Service or visit your local branch.

STATEMENT OF ACCOUNT

P T I F

UTAH PUBLIC TREASURERS' INVESTMENT FUND

Marlo M. Oaks, Utah State Treasurer, Fund Manager
 PO Box 142315
 350 N State Street, Suite 180
 Salt Lake City, Utah 84114-2315
 Local Call (801) 538-1042 Toll Free (800) 395-7665
www.treasurer.utah.gov

SCOFIELD RESERVOIR SSD
 KAY COLOSIMO, CARBON COUNTY
 120 E MAIN
 PRICE UT 84501-3097

Account	Account Period
1151	April 01, 2025 through April 30, 2025

Summary

Beginning Balance	\$ 159,500.54	Average Daily Balance	\$ 159,500.54
Deposits	\$ 588.24	Interest Earned	\$ 588.24
Withdrawals	\$ 0.00	360 Day Rate	4.4256
Ending Balance	\$ 160,088.78	365 Day Rate	4.4871

Date	Activity	Deposits	Withdrawals	Balance
04/01/2025	FORWARD BALANCE	\$ 0.00	\$ 0.00	\$ 159,500.54
04/30/2025	REINVESTMENT	\$ 588.24	\$ 0.00	\$ 160,088.78
04/30/2025	ENDING BALANCE	\$ 0.00	\$ 0.00	\$ 160,088.78

ZIONS BANK®

PO BOX 26547
SALT LAKE CITY, UT 84126-0547

Statement of Accounts

This Statement: April 30, 2025
Last Statement: March 31, 2025

Primary Account: 048611024

0026692 01 AV 0 54 **AUTO T4 0 1487 84501-275251

CARBON COUNTY TREASURER
(SCOFIELD RESERVOIR SPEC SERVICE DIST)
STE 1400
751 E 100 N STE 1400
PRICE, UT 84501-2752



Direct Inquiries to:
800-789-2265
WWW.ZIONS BANK.COM



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SUMMARY OF ACCOUNT BALANCE

Account Type	Account Number	Account Ending Balance
MUNICIPAL MONEY MARKET	0048611024	\$176,445.17

MUNICIPAL MONEY MARKET 0048611024

0365

	Previous Balance	Deposits/Credits	Withdrawals/Debits	Checks Processed	Ending Balance
Count:		1	1	0	
Amount:	178,961.61	59.46	2,575.90-	0.00	176,445.17

DEPOSITS/CREDITS

Posting Date	Effective Date	Amount	Description
04/30	04/30	59.46	INTEREST PAYMENT

CHARGES/DEBITS

Posting Date	Effective Date	Amount	Description
04/24	04/24	2,575.90-	CORPORATE XFER TO DDA ****8006 ID:000612266

CHECKS PROCESSED

There were no transactions this period.

ACTIVITY COUNT

During this period
2

Total Items

AGGREGATE OVERDRAFT AND RETURNED ITEM FEES

	Total for This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

To learn more about our other products and services that may lower the cost of managing account overdrafts or to discuss removing overdraft coverage from your account, please contact Customer Service or visit your local branch.

DAILY BALANCE

Date	Balance	Date	Balance	Date	Balance
04/01	\$178,961.61	04/24	\$176,385.71	04/30	\$176,445.17

STATEMENT OF ACCOUNT

P T I F

UTAH PUBLIC TREASURERS' INVESTMENT FUND

Marlo M. Oaks, Utah State Treasurer, Fund Manager
 PO Box 142315
 350 N State Street, Suite 180
 Salt Lake City, Utah 84114-2315
 Local Call (801) 538-1042 Toll Free (800) 395-7665
 www.treasurer.utah.gov

SCOFIELD RESERVOIR SSD
 KAY COLOSIMO, CARBON COUNTY
 120 E MAIN
 PRICE UT 84501-3097

Account	Account Period
1151	May 01, 2025 through May 31, 2025

Summary

Beginning Balance	\$ 160,088.78	Average Daily Balance	\$ 160,088.78
Deposits	\$ 608.06	Interest Earned	\$ 608.06
Withdrawals	\$ 0.00	360 Day Rate	4.4109
Ending Balance	\$ 160,696.84	365 Day Rate	4.4722

Date	Activity	Deposits	Withdrawals	Balance
05/01/2025	FORWARD BALANCE	\$ 0.00	\$ 0.00	\$ 160,088.78
05/31/2025	REINVESTMENT	\$ 608.06	\$ 0.00	\$ 160,696.84
05/31/2025	ENDING BALANCE	\$ 0.00	\$ 0.00	\$ 160,696.84

ZIONS BANK®

PO BOX 26547
SALT LAKE CITY, UT 84126-0547

Statement of Accounts

This Statement: May 30, 2025
Last Statement: April 30, 2025

Primary Account: 048611024

P26961 05-0000-ZFN-PG0023-00004
0026935 01 AV 0.54 **AUTO T6 0 1509 84501-275251

CARBON COUNTY TREASURER
(SCOFIELD RESERVOIR SPEC SERVICE DIST)
STE 1400
751 E 100 N STE 1400
PRICE, UT 84501-2752



Direct Inquiries to:
800-789-2265
WWW.ZIONS BANK.COM



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Effective July 1, 2025, the Deposit Account Agreement will be amended. You can access the current version of the Deposit Account Agreement and a list of upcoming changes by visiting the Agreement Center at www.zionsbank.com.

SUMMARY OF ACCOUNT BALANCE

Account Type	Account Number	Account Ending Balance
MUNICIPAL MONEY MARKET	0048611024	\$175,779.15

MUNICIPAL MONEY MARKET 0048611024

0869

	Previous Balance	Deposits/Credits	Withdrawals/Debits	Checks Processed	Ending Balance
Count:		6	1	0	
Amount:	176,445.17	2,759.40	3,425.42-	0.00	175,779.15

DEPOSITS/CREDITS

Posting Date	Effective Date	Amount	Description
05/13	05/13	300.00	DEPOSIT
05/20	05/20	300.51	DEPOSIT
05/23	05/23	600.00	DEPOSIT
05/28	05/28	1,200.00	CORPORATE XFER FROM DDA ****2031 ID:001108120
05/29	05/29	300.00	DEPOSIT
05/30	05/30	58.89	INTEREST PAYMENT

CHARGES/DEBITS

Posting Date	Effective Date	Amount	Description
05/28	05/28	3,425.42-	CORPORATE XFER TO DDA ****8006 ID:001127538

CHECKS PROCESSED

There were no transactions this period.

ACTIVITY COUNT

During this period

Total Items 11

Scofield Reservoir Special Service District
Ordinance No. 2025-01

**AN ORDINANCE SETTING REQUIREMENTS FOR SPECIAL SERVICE DISTRICT
PROCUREMENTS**

WHEREAS, the Scofield Reservoir Special Service District desires to ensure that its procurements of goods and services are made transparently, efficiently and economically, in a manner protecting the interest and property of the Special Service District and the individuals and their residences that are served by the Special Service District;

NOW THEREFORE, the Scofield Reservoir Special Service District does hereby adopt the following Ordinance:

1. Any purchase of goods or services, or any combination thereof, that the Scofield Reservoir Special Service District control board reasonably anticipates to be in excess of \$25,000 shall require the Special Service District to obtain sealed bids prior to awarding any contract or making any such purchase. The sealed bids shall be opened in an open and public meeting of the Special Service District, and the awarding of the bids shall be made in an open and public meeting.
2. Any purchase of goods or services that is more than \$5,000 but less than \$25,000 shall not be made until three written estimates for the service have been provided. Said written estimates may be provided by electronically. The purchase shall be made from the lowest estimate, provided that the materials and services are of satisfactory quality. The control board may favor a purchase from a Carbon County vendor that does not exceed the next lowest estimate by more than 10%. Said purchase shall first be approved by the control board at an open and public hearing.
3. Any single purchase of goods or services for less than \$5,000 may be made after first taking reasonable and diligent efforts to obtain the lowest price, but written estimates shall not be required. Whenever possible, purchases shall be made from a Carbon County vendor, unless that vendor's prices exceed the next lowest price by more than 10%.
4. In such cases where immediate emergency repairs must be made, these rules may be suspended to avoid damage to property or to the district's various systems and equipment.
5. The board shall not break up purchases into separate purchases to avoid the provisions of this Ordinance.
6. The board shall issue a request for proposals for any construction projects that require an engineer or architect, regardless of the anticipated cost of the project. This shall not apply to the repair of existing systems but shall apply to any upgrades of existing systems.
7. The board may hire for general consulting purposes outside of individual

construction projects such accountants, attorneys, engineers and other licensed professionals by request for proposal and need not hire the professional providing services at the lowest rate.

8. The Utah Procurement Code, as set forth in Utah Code Annotated Title 63G, Chapter 6a, shall govern all aspects of procurements not otherwise set forth in this ordinance.

NOW THEREFORE, BE IT HEREBY **RESOLVED** AND **ORDAINED** that Ordinance 25-1 of the Scofield Special Service District is hereby **ADOPTED**.

THIS ORDINANCE SHALL TAKE EFFECT UPON ITS PASSAGE AND POSTING AS REQUIRED BY UTAH LAW.

APPROVED, PASSED and ADOPTED UNANIMOUSLY and ORDERED TO BE PUBLISHED by the SCOFIELD RESERVOIR SPECIAL SERVICE DISTRICT CONTROL BOARD this 5 day of June, 2025.

Scofield Reservoir Special Service District Control Board

By:

Its:

Val Tarkenton
Vice Chair

WITNESS:

Soleil Marrelli

Soleil Marrelli, Administrator

SCOFIELD SPECIAL SERVICE DISTRICT
ANNUAL CONFLICT OF INTEREST DISCLOSURE FORM

The following disclosures are to be made annually by the appointed members of the Scofield Reservoir Special Service District Board. The information provided shall be kept on file with the administrator of the Scofield Reservoir Special Service District and shall be made available to the public upon request.

I, Jerry Zumbrennen, am a duly appointed member of the control board of the Scofield Reservoir Special Service District.

N/A

1. Disclosure of interest in businesses controlled or regulated by the Scofield Reservoir Special Service District.

I am an officer, director, agent, employee or owner of a substantial interest in the following business entities which are subject to the regulation of the Scofield Reservoir Special Service District, and within such business entities, I hold the following positions:

Business Entity Name:

Position within Business Entity:

N/A

2. Disclosure of Interest in Businesses Doing Business with Scofield Reservoir Special Service District. I am an officer, director, agent, employee, or owner of a substantial interest in the following business entities which do business with or anticipate doing business with Scofield Reservoir Special Service District:

Business Entity Name

Position within Business Entity

A board member shall disclose his or her interest or involvement in such an entity immediately prior to any discussion in an open and public meeting pertaining to business that the County or Conservancy District may conduct with any such entity, regardless of whether a disclosure of interest was previously made or made in this document.

N/A

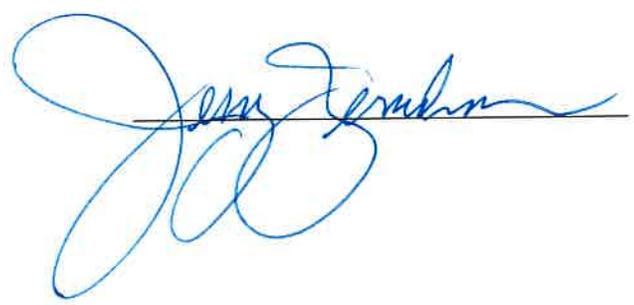
3. Other Business or Financial Interests. The following personal financial or business interests or investments of mine create a potential or actual conflict between my personal interest and my public duties as a Scofield Reservoir Special Service District board member:

N/A

4. Other Actual or Potential Conflicts of Interest. The following disclosures of other business interests, investments, are made with the intent to more fully disclose all other interests that may be deemed relevant to the administration of public duties as a board member of the Scofield Reservoir Special Service District, or in furtherance of my intent to provide a more complete disclosure of my economic or personal activities, or for reasons:

DATED this 5 day of JUNE, 2025.

SCOFIELD RESERVOIR SPECIAL
SERVICE DISTRICT BOARD MEMBER



SCOFIELD SPECIAL SERVICE DISTRICT
ANNUAL CONFLICT OF INTEREST DISCLOSURE FORM

The following disclosures are to be made annually by the appointed members of the Scofield Reservoir Special Service District Board. The information provided shall be kept on file with the administrator of the Scofield Reservoir Special Service District and shall be made available to the public upon request.

I, Keith C Willhorne, am a duly appointed member of the control board of the Scofield Reservoir Special Service District.

1. Disclosure of interest in businesses controlled or regulated by the Scofield Reservoir Special Service District.

I am an officer, director, agent, employee or owner of a substantial interest in the following business entities which are subject to the regulation of the Scofield Reservoir Special Service District, and within such business entities, I hold the following positions:

Business Entity Name:

Position within Business Entity:

2. Disclosure of Interest in Businesses Doing Business with Scofield Reservoir Special Service District. I am an officer, director, agent, employee, or owner of a substantial interest in the following business entities which do business with or anticipate doing business with Scofield Reservoir Special Service District:

Business Entity Name

Position within Business Entity

A board member shall disclose his or her interest or involvement in such an entity immediately prior to any discussion in an open and public meeting pertaining to business that the County or Conservancy District may conduct with any such entity, regardless of whether a disclosure of interest was previously made or made in this document.

3.

Other Business or Financial Interests. The following personal financial or business interests or investments of mine create a potential or actual conflict between my personal interest and my public duties as a Scofield Reservoir Special Service District board member:

4.

Other Actual or Potential Conflicts of Interest. The following disclosures of other business interests, investments, are made with the intent to more fully disclose all other interests that may be deemed relevant to the administration of public duties as a board member of the Scofield Reservoir Special Service District, or in furtherance of my intent to provide a more complete disclosure of my economic or personal activities, or for reasons:

DATED this 5 day of June, 2025.

SCOFIELD RESERVOIR SPECIAL
SERVICE DISTRICT BOARD MEMBER

K C Williams

SCOFIELD SPECIAL SERVICE DISTRICT
ANNUAL CONFLICT OF INTEREST DISCLOSURE FORM

The following disclosures are to be made annually by the appointed members of the Scofield Reservoir Special Service District Board. The information provided shall be kept on file with the administrator of the Scofield Reservoir Special Service District and shall be made available to the public upon request.

I, Val Tala, am a duly appointed member of the control board of the Scofield Reservoir Special Service District.

1. Disclosure of interest in businesses controlled or regulated by the Scofield Reservoir Special Service District.

I am an officer, director, agent, employee or owner of a substantial interest in the following business entities which are subject to the regulation of the Scofield Reservoir Special Service District, and within such business entities, I hold the following positions:

Business Entity Name:

Position within Business Entity:

N/A

2. Disclosure of Interest in Businesses Doing Business with Scofield Reservoir Special Service District. I am an officer, director, agent, employee, or owner of a substantial interest in the following business entities which do business with or anticipate doing business with Scofield Reservoir Special Service District:

Business Entity Name

Position within Business Entity

N/A

A board member shall disclose his or her interest or involvement in such an entity immediately prior to any discussion in an open and public meeting pertaining to business that the County or Conservancy District may conduct with any such entity, regardless of whether a disclosure of interest was previously made or made in this document.

3. Other Business or Financial Interests. The following personal financial or business interests or investments of mine create a potential or actual conflict between my personal interest and my public duties as a Scofield Reservoir Special Service District board member:

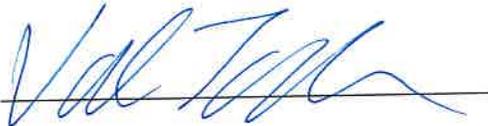
N/A

4. Other Actual or Potential Conflicts of Interest. The following disclosures of other business interests, investments, are made with the intent to more fully disclose all other interests that may be deemed relevant to the administration of public duties as a board member of the Scofield Reservoir Special Service District, or in furtherance of my intent to provide a more complete disclosure of my economic or personal activities, or for reasons:

N/A

DATED this 6 day of June, 2025.

SCOFIELD RESERVOIR SPECIAL
SERVICE DISTRICT BOARD MEMBER



SCOFIELD SPECIAL SERVICE DISTRICT
ANNUAL CONFLICT OF INTEREST DISCLOSURE FORM

The following disclosures are to be made annually by the appointed members of the Scofield Reservoir Special Service District Board. The information provided shall be kept on file with the administrator of the Scofield Reservoir Special Service District and shall be made available to the public upon request.

I, Scott Olsen, am a duly appointed member of the control board of the Scofield Reservoir Special Service District.

1. Disclosure of interest in businesses controlled or regulated by the Scofield Reservoir Special Service District.

I am an officer, director, agent, employee or owner of a substantial interest in the following business entities which are subject to the regulation of the Scofield Reservoir Special Service District, and within such business entities, I hold the following positions:

Business Entity Name:

Position within Business Entity:

N/A

2. Disclosure of Interest in Businesses Doing Business with Scofield Reservoir Special Service District. I am an officer, director, agent, employee, or owner of a substantial interest in the following business entities which do business with or anticipate doing business with Scofield Reservoir Special Service District:

Business Entity Name

Position within Business Entity

N/A

A board member shall disclose his or her interest or involvement in such an entity immediately prior to any discussion in an open and public meeting pertaining to business that the County or Conservancy District may conduct with any such entity, regardless of whether a disclosure of interest was previously made or made in this document.

3. Other Business or Financial Interests. The following personal financial or business interests or investments of mine create a potential or actual conflict between my personal interest and my public duties as a Scofield Reservoir Special Service District board member:

N/A

4. Other Actual or Potential Conflicts of Interest. The following disclosures of other business interests, investments, are made with the intent to more fully disclose all other interests that may be deemed relevant to the administration of public duties as a board member of the Scofield Reservoir Special Service District, or in furtherance of my intent to provide a more complete disclosure of my economic or personal activities, or for reasons:

N/A

DATED this 5th day of June, 2025.

SCOFIELD RESERVOIR SPECIAL
SERVICE DISTRICT BOARD MEMBER

Scott [Signature]

SCOFIELD SPECIAL SERVICE DISTRICT
ANNUAL CONFLICT OF INTEREST DISCLOSURE FORM

The following disclosures are to be made annually by the appointed members of the Scofield Reservoir Special Service District Board. The information provided shall be kept on file with the administrator of the Scofield Reservoir Special Service District and shall be made available to the public upon request.

I, Alex Smith, am a duly appointed member of the control board of the Scofield Reservoir Special Service District.

1. Disclosure of interest in businesses controlled or regulated by the Scofield Reservoir Special Service District.

I am an officer, director, agent, employee or owner of a substantial interest in the following business entities which are subject to the regulation of the Scofield Reservoir Special Service District, and within such business entities, I hold the following positions:

Business Entity Name:

Position within Business Entity:

None

2. Disclosure of Interest in Businesses Doing Business with Scofield Reservoir Special Service District. I am an officer, director, agent, employee, or owner of a substantial interest in the following business entities which do business with or anticipate doing business with Scofield Reservoir Special Service District:

Business Entity Name

Position within Business Entity

None

A board member shall disclose his or her interest or involvement in such an entity immediately prior to any discussion in an open and public meeting pertaining to business that the County or Conservancy District may conduct with any such entity, regardless of whether a disclosure of interest was previously made or made in this document.

3. Other Business or Financial Interests. The following personal financial or business interests or investments of mine create a potential or actual conflict between my personal interest and my public duties as a Scofield Reservoir Special Service District board member:

None

4. Other Actual or Potential Conflicts of Interest. The following disclosures of other business interests, investments, are made with the intent to more fully disclose all other interests that may be deemed relevant to the administration of public duties as a board member of the Scofield Reservoir Special Service District, or in furtherance of my intent to provide a more complete disclosure of my economic or personal activities, or for reasons:

None

DATED this 5 day of June, 2025.

SCOFIELD RESERVOIR SPECIAL
SERVICE DISTRICT BOARD MEMBER

Scott Jones

November 7, 2024
Carbon County Commission
751 East 100 North
Price, UT 84501

RE: Carbon County Scofield Reservoir Special Service District

Dear Commissioners,

I am submitting this letter as my formal request for reappointment to the Carbon County Scofield Reservoir Special Service District Board in the area of Scofield West subdivision.

I was appointed to the Board several years ago. I would like to continue to serve on the Board as I believe that my knowledge is important to the makeup of the Special Service District.

If you have any questions, feel free to contact me.

Regards,

A handwritten signature in cursive script that reads "Rudy R. Metelko".

Rudy Metelko
SRSSD
435-637-1943

November 7, 2024
Carbon County Commission
751 East 100 North
Price, UT 84501

RE: Carbon County Scofield Reservoir Special Service District

Dear Commissioners,

I am submitting this letter as my formal request for reappointment to the Carbon County Scofield Reservoir Special Service District Board in the area of Forrester subdivision.

I was appointed to the Board several years ago. I would like to continue to serve on the Board as I believe that my knowledge is important to the makeup of the Special Service District.

If you have any questions, feel free to contact me.

Regards,

A handwritten signature in cursive script, appearing to read "Scott Olsen", with a long horizontal flourish extending to the right.

Scott Olsen
SRSSD
435-637-1298

December 6, 2024
Carbon County Commission
751 East 100 North
Price, UT 84501

RE: Carbon County Scofield Reservoir Special Service District

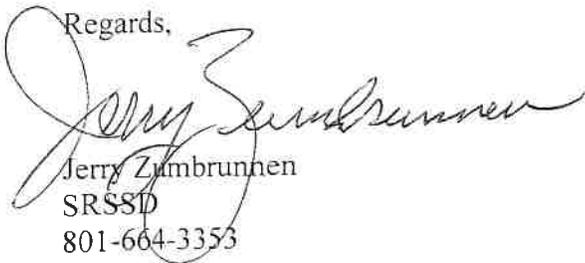
Dear Commissioners,

I am submitting this letter as my formal request for appointment to the Carbon County Scofield Reservoir Special Service District Board in the area of Clear Creek subdivision.

I believe that my knowledge is important to the makeup of the Special Service District.

If you have any questions, feel free to contact me.

Regards,



Jerry Zumbrunnen
SRSSD
801-664-3353



United States Department of the Interior

BUREAU OF RECLAMATION
UPPER COLORADO REGION
UTAH PROJECTS OFFICE
P.O. BOX 1338
PROVO, UTAH 84603

DEC 20 1988

IN REPLY
REFER TO:
UPO-454

Ms. Leah Ann Lamb
Scofield Reservoir Special
Service District
Carbon County Courthouse
Price UT 84501

Subject: License Agreement - Scofield Reservoir Special Service District -
Scofield Reservoir Lands - Scofield Project - Utah (Outgrant)

Dear Ms. Lamb:

Enclosed is a fully executed duplicate original of a 50-year license agreement, Contract No. 9-07-41-L0010. This agreement is for a drainfield, sewerline, and pumping station at Scofield Reservoir.

We appreciate your cooperation in completing this document.

Sincerely,


P. Kirt Carpenter
Projects Manager

Enclosure

- b. The BOR shall locate the seven connections that were attached to the structures that have been demolished. The connections were buried during the demolition and excavation of the Singleton site. The SRSSD will cap the hook-ups properly once they have all been located.
- c. The BOR shall include Mr. K.C. Williams's house on the south end of the sewer system in the Singleton area in the new License Agreement. A provision that the existing electrical power poles and lines shall remain as placed and shall also be included.

At the convenience of the BOR, the SRSSD will schedule a meeting to review the License Agreement and the other issues noted above. We appreciate the opportunity to work with you in resolving these issues. Please contact me if you have any questions or if what is outlined above does not accurately reflect your understanding from our meeting.

Draft

Sincerely,

Sandy Lehman
Administrator

Scotfield Reservoir Special Service District

/sl

Attachment – Shapefiles

cc: SRSSD Board Members
Carbon County Board of Commissioners

UC-585
(6-81)
LBR

Contract No. 9-07-41-L0010¹⁰⁰

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Scotfield PROJECT

LICENSE AGREEMENT
between the
UNITED STATES OF AMERICA
and

Scotfield Reservoir Special Service District

THIS LICENSE AGREEMENT, made this 1st day of November, 1988, in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, particularly the Reclamation Project Act of 1939 (53 Stat. 1187), between the UNITED STATES OF AMERICA, acting by and through the Bureau of Reclamation, Department of the Interior, hereinafter referred to as the "United States," represented by the officer executing this agreement, hereinafter termed "Contracting Officer," and Scotfield Reservoir Special Service District

hereinafter styled "Licensee."

WITNESSETH THAT:

2. WHEREAS, the Licensee, at its sole cost and expense, proposes to utilize Scotfield Reservoir Fee Title and Easement Lands Scotfield Project, hereinafter called the Project Works, and the granting of a license to utilize a portion of the Project Works in a manner and at the location hereinafter described, will not be incompatible with Project purposes;

3. NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the United States, to the extent of its interest therein, hereby grants to the Licensee, upon the terms hereinafter provided, a license for the following purposes and in the location described below:

- A. Purpose: To construct, operate, and maintain a subsurface drain field, sewer line and pump station on Scotfield Reservoir Fee Title and Easement Lands.
- B. Period: 50 years from date hereof.

C. Location (In terms of Project Works Centerline Stationing):

See Exhibit "A"

D. Location (Legal Description):

S1/2 Section 10, Township 12 South, Range 7 East, Salt Lake Meridian

E. Drawings or Maps (Attached Hereto and Made A Part Hereof):

- Exhibit "A" - Right-of-way Drawing
- Exhibit "B" - Collection Plan Drawing

The license hereby granted is subject to the following:

4. RIGHTS RESERVED TO THE UNITED STATES. This license and all rights hereunder shall be held by the Licensee at all times subject to the rights of the United States. Jurisdiction and supervision of the United States over the concerned lands are not surrendered or subordinated by issuance of this license. The United States reserves the right to issue additional licenses, rights-of-way, or permits for compatible uses of the lands involved in this license. There is also reserved to the United States the right of its officers, agents, employees, licensees, and permittees, at all proper times and places freely to have ingress to, passage over, and egress from all of said lands for the purpose of exercising, enforcing, and protecting the rights reserved herein.

5. UNITED STATES HELD HARMLESS.

A. The United States for itself, its officers, agents, employees, and its assigns does not assume any liability and Licensee agrees to indemnify and hold the United States, its officers, agents, employees, and its assigns harmless for injury or damage to any persons or property that may result from the exercise of any of the privileges herein conferred.

B. The Licensee further agrees that the United States, its officers, agents, and employees and its assigns, shall not be held liable for any damage to Licensee's improvements or works by reason of the exercise of the rights herein reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this license.

6. WORK SATISFACTION. The Licensee agrees that the work performed under this License Agreement will be in accordance with any plans attached hereto and in a manner satisfactory to the United States, its agents, or assigns.

7. RELEASE FROM LIABILITY. The Licensee hereby releases the United States, its agents, or assigns, from liability for any and all loss or damage of every description or kind whatsoever, which may result to the Licensee from the construction, operation, and maintenance of Project Works upon said lands, provided that nothing in this agreement shall be construed as releasing the United States from responsibility for its own negligence.
8. EXTRAORDINARY MAINTENANCE OR REPAIR COSTS. The Licensee agrees that if the maintenance or repair of any or all Project structures and facilities located on such lands should be made more expensive by reason of the existence of improvements or works of the Licensee thereon, Licensee will promptly pay to the United States or its agents or assigns responsible for Project operation and maintenance, the full amount of such additional expense upon receipt of an itemized bill therefore.
9. LICENSEE TO DEFEND TITLE. The Licensee shall defend the United States in any action which alleges that the Licensee's use of Project right-of-way or facilities under this agreement is unlawful in any manner and further agrees to indemnify and hold the United States harmless from the decision in any such type of litigation.
10. INTERFERENCE PROHIBITED. The Licensee shall use, occupy, and maintain said facilities with all reasonable diligence and precaution to avoid damage to or obstruction of the irrigation and drainage facilities or other structures of the United States, or any interference in any way with the operation and maintenance of the same.
11. TERM OF LICENSE - TERMINATION. Nonuse of the license lands for the purposes for which this license is issued continuing at any time for a period of two (2) years, shall, at the option of the United States, work a termination of this agreement and of all rights of the Licensee hereunder, and the term hereof shall in any event expire by limitation at the end of the period recited in Article 3B. All rights granted to the Licensee under this agreement are subject to termination upon failure of Licensee to comply with the terms hereof.
12. REMOVAL OF FACILITIES. The United States will determine whether or not Licensee's facilities will be removed upon termination. If affirmatively determined, removal will be made within thirty (30) days after termination, at the sole expense of Licensee, and the site will be restored as nearly as practicable to its original condition.
13. ASSIGNMENT OR TRANSFER. This license will not be assigned or transferred by the Licensee without the written consent of the United States.
14. SUCCESSORS IN INTEREST OBLIGATED. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

15. NO WARRANTY. The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.

16. COVENANT AGAINST CONTINGENT FEES. The Licensee warrants that no person or selling agency has been employed or retained to solicit or secure this license upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Licensee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to require Licensee to pay, in addition to the contract consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

17. OFFICIALS NOT TO BENEFIT. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

18. ENVIRONMENTAL COMPLIANCE. The Licensee agrees to abide by all applicable Federal, State, and local laws and regulations pertaining to pollution control and environmental protection.

19. LANDSCAPE PRESERVATION AND NATURAL BEAUTY.

A. The Licensee shall exercise care to preserve the natural landscape and shall conduct its construction operations so as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. Except where clearing is required for permanent works, all trees, native shrubbery, and vegetation shall be preserved and shall be protected from damage which may be caused by Licensee's construction operations and equipment. Movement of crews and equipment within the rights-of-way and over routes provided for access to the work shall be performed in a manner to prevent damage to grazing land, crops, or property.

B. Upon completion of the work, the construction site shall be smoothed and graded in a manner to conform to the natural topography of the landscape and shall be repaired, replanted, reseeded, or otherwise corrected as directed by the Contracting Officer at the Licensee's expense.

20. SPECIAL PROVISIONS. The Special Provisions, attached hereto, are hereby made a part of this License Agreement the same as if they had been expressly set forth herein. The United States retains all rights in the subject lands, including the right to inundate the subject lands with water stored in the Scofield Reservoir.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed the day and year first above written.

UNITED STATES OF AMERICA

ACTING
Larry W. Fluharty
Projects Manager, Utah Projects Office
Upper Colorado Region, Bureau of
Reclamation

LICENSEE

Scofield Reservoir Special Service Distri

Robert McMillan Sr.
By
Title

By _____
Title

May 8, 2012

Mr. Wayne G. Pullan
Deputy Area Manager
Bureau of Reclamation
Provo Area Office
302 East 1860 South
Provo UT 84606-7317
(801) 379-1101
Email: Wpullan@usbr.gov

Re: ***Scofield Reservoir Special Service District and Bureau of Reclamation Meeting of February 3, 2012***

Dear Mr. Pullan:

First, let me apologize this reply has taken so long. We wanted to meet with the entire Scofield Reservoir Special Service District Board of Directors to present the information from the meeting with you on February 3, 2012 and give the County GIS Department enough time to provide us with the shapefiles.

Outlined below is our understanding of the tentative agreements reached at that meeting between the Scofield Reservoir Special Service District ("SRSSD") and the Bureau of Reclamation ("BOR"):

1. The BOR shall issue a new license agreement for all of the SRSSD sewer systems surrounding Scofield Reservoir that are on Federal property. As agreed, Carbon County Commissioner John Jones had his GIS Department put the SRSSD sewer systems in a GIS shapefile so the BOR can get an idea of what areas the License Agreement needs to include. The files are attached.
2. With regard to the Singleton area:
 - a. The SRSSD shall cap the sewer line north of the sewer system well. From the lift station to the south end, including the sewer drain fields to the east across State Highway 96, the sewer system shall remain operational and under SRSSD ownership. Ownership of the northern section of the sewer system will revert to the federal government and will remain in the ground but inoperative. The BOR will take care of filling in the manhole with concrete. At any future date, if the BOR or its agent/licensee decides to place the northern sewer section in to service again, they (BOR/Agent/Licensee) will restore the system at their cost and pay hook-up and annual fees for each connection according to SRSSD ordinances and fee schedule.