



BOARD OF COMMISSIONERS MEETING
117 South Main Street, Monticello, Utah 84535. Commission Chambers
August 08, 2023 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

PUBLIC COMMENT

Public comments will be accepted through the following Zoom link: <https://us02web.zoom.us/j/3125521102> One tap mobile +13462487799,,3125521102# 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.

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 the Small Purchases and Contract Purchases totaling \$106,386.07 for the following items: Treasurer's Office \$22,948.80 (Lease of \$382.48 a mo) for the Mail Metering System, Sheriff's Task Force New Vehicle for \$61,380 (Grant Reimbursed), Emergency Operations \$1,494.39 for Battery Charging Station/Batteries, Landfill \$8,825 for Diesel Fuel, and the Road Department \$6,691.12 and \$5,046.76 for a Water Truck Transmission and Bumpers.
2. Approval of the July 18, 2023 Board of Commission Meeting Minutes
3. Approval of the Check Registers for July 14th - August 3rd, 2023

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

4. County Concert Employee Recognition Presentation. Mack McDonald, Chief Administrative Officer

BUSINESS/ACTION

5. CONSIDERATION AND APPROVAL OF A RESOLUTION OF THE SAN JUAN COUNTY BOARD OF COMMISSIONERS APPOINTING BRAD BUNKER AS THE COUNTY SURVEYOR COMPLETING THE TERM VACATED OFFICIALLY ON JUNE 7, 2023, BY THE ELECTED COUNTY SURVEYOR KENT (SAM) B. CANTRELL WHICH TERM EXPIRES DECEMBER 31, 2024, Mack McDonald, Chief Administrative Officer
6. CONSIDERATION AND APPROVAL OF A SAN JUAN COUNTY COMMISSION RESOLUTION 2023-05 AUTHORIZING THE FILING OF CROSS-APPEALS FOR 2023 CENTRALLY ASSESSED MID-AMERICAN PIPELINE, LLC PROPERTIES. Mack McDonald, Chief Administrative Officer
7. Consideration and Approval of the San Juan Counseling Fiscal Year 2022 Independent Audit. Tammy Squires, Director, San Juan Counseling
8. Consideration and Approval of a Contract for Brand USA Partner Program for Germany. Elaine Gizler, Economic Development and Visitor Services Director.
9. Consideration and Approval of the San Juan County FY2023 Nurse Home Visiting Contract Amendment #2 with the State of Utah Department of Health and Human Services. Grant Sunada, Public Health Director
10. Consideration and Approval of the San Juan County Preschool Development Grant (PDG) B-5 Activity 6- 23-25 Contract with the State of Utah Department of Health and Human Services. Grant Sunada, Public Health Director
11. Consideration and Approval of Integrated Viral Hepatitis Surveillance and Prevention San Juan County Contract with the State of Utah Department of Health and Human Services, Amendment #2. Grant Sunada, Public Health Director
12. Consideration and Approval of the San Juan County - Immunizations - 2019 Contract, Amendment #4 with the State of Utah Health and Human Services. Grant Sunada, Public Health Director
13. Consideration and Approval of the San Juan County Summer Food Service Program 2024 contract between the Utah Department of Health and Human Services and San Juan County. Grant Sunada, Public Health Director
14. Consideration and Approval of the Public Health Emergency and Healthcare Preparedness Program amendment, San Juan FY22 contract between the Utah Department of Health and San Juan County. Mike Moulton
15. Consideration and Approval of the Letter of Support and recommended budget allocation for \$170,000 of the \$200,000 for the 2024 Rural Grant Funds. Elaine Gizler, Economic Development and Visitor Services Director.

- [16.](#) Consideration and Approval of the Letter of Support for the Utah Advanced Materials and Manufacturing Initiative (UAMMI)'s Application to the Economic Development Administration for the 2023 Regional Technology and Innovation Hub Program. Commissioner Silvia Stubbs

- [17.](#) Consideration and Approval of Spanish Valley Overnight Accommodations Overlay Development and Site Master Plan for the Balanced Rock Resort, Mack McDonald

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**

Customer

Organization	San Juan County Clerk		
DBA			
Address	117 South Main Street		
City State Zip	Monticello	UT	84535-0000
Phone	(435) 587-3237	Fax	

Purchase Order - Lease

NASPO/ValuePoint Contract #: CTR058809
 and / or
 State Participating Addendum (PA) #:
 AR 3975 (UT)

Vendor

Company Name	Quadient Leasing USA Inc. FEDERAL ID# 94-2984524		
Attention	Government Sales	DUNS# 150836872	
Address	478 Wheelers Farms Rd		
City State Zip	Milford	CT	06461
Phone	(866) 448-0045	Fax	(203) 301-2600

Ship To

Organization	San Juan County Clerk		
Attention	Marty Shupe		
Address	117 South Main Street		
City State Zip	Monticello	UT	84535-0000
Phone	(435) 587-3237	Email	mshupe@sanjuancounty.org

P.O. Number	P.O. Date	Requisitioner	Shipped Via	F.O.B. Point	Terms
			Ground	Destination	Quarterly Invoicing

QTY	Unit	Description	Unit Price	Total
60	Months	Lease Payment	\$382.48	\$22,948.80

Lease payment specified above for products listed below includes, as applicable, reduced price equipment maintenance to reflect first year free, meter rental, meter resets, postal rate changes, software license/support/subscription fees, delivery, installation, and operator training.

Products

QTY	Product ID	Description
1	IXDS7	Dynamic Weighing Platform for IX Series 7/7PRO Bases
1	IX7	iX-7 Series Base w/ Mixed Size Feeder, Sealer, Drop Tray & Ink Cartridge
1	IXWP30	IX Series 30 lb Weighing Platform
1	ESP01N	15 AMP Power Conditioning line filter. 4 standard outlets, plus 1 "corded" outlet

1) Order is governed under the terms and conditions of the NASPO/ValuePoint Master Price Agreement Contract Number CTR058809. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.

2) Payments will be sent to:
 Quadient Leasing USA, Inc.
 Dept 3682
 PO Box 123682
 Dallas TX 75312-3682

3) Send all correspondence to:
 Quadient Leasing USA, Inc.
 478 Wheelers Farms Rd
 Milford CT 06461
 Phone: 203-301-3400
 Fax: 203-301-2600

Mack McDonald *7-28-2023*

 Authorized by Date

Mack McDonald *CAO*

 Print Name Title

Quadient iX-7

Model Overview

Item 1.

Specifications

Meter Technology	Intelligent Mail® Indicia (IMI)
Controls	Color touchscreen & soft keys
Feeder Type / Sealing	Automatic mixed-size / Brush & sponge
DIM Weighing via Control Panel	Yes, auto-calculate \$ based on dimensions entered
Batch Processing Speed	Up to 140 LPM
Dynamic Weighing Speed	Up to 75 LPM
Inking System	Proprietary Ink cartridge @ 26,000 Imprints
Envelope Thickness	Up to 5/8"
# Imprint Memories	Up to 9
# Slogans / # Text Messages	Up to 10 / Up to 10
# Accounts Standard	100
Postage Labels	Self-adhesive tape strips, Integrated dispenser
Standard Apps	Neostats Basic, Neoship Plus, Neoslogan, Postal Rates (auto update), Quadient Postage Funding

Dimensions w/catch tray

Length: **50"**

Depth: **18"**

Height: **13"**

Added length for dynamic scale: **17"**

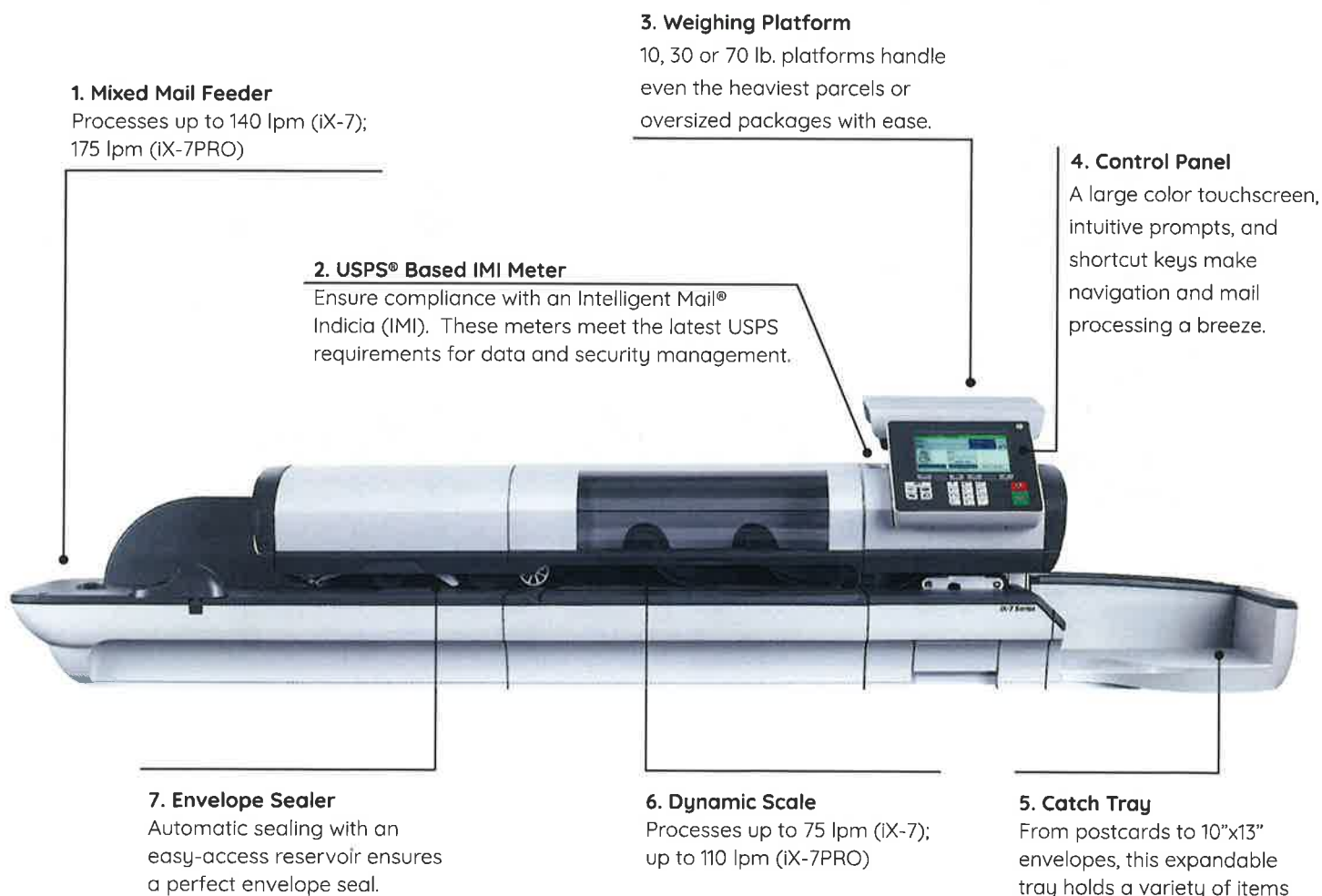


Options

10, 30 or 70 lb. external weighing platform	Remote label dispenser
Dynamic scale	Conveyor stacker
Differential weighing	Power line conditioner
Expand accounts to 300 or 500	Neostats Enhanced or Consolidated
USB barcode scanner	E-Services w/electronic Return Receipt
USB report printer	Neoship Advanced
USB keyboard	S.M.A.R.T.

INNOVATION DRIVEN BY EXPERIENCE

The contemporary design of the iX-7 Series depicts clean lines, bold edges and an easy to use color touchscreen while maintaining Quadiant's commitment to build and ship products in the most ecological manner. The iX-7 Series meets the latest Intelligent Mail Indicia (IMI) and Dimensional Weighing (DIM) USPS® requirements.



Memorandum

Date: July 14, 2023
To: Mack McDonald, County Administrator
From: Glenis Pearson, Treasurer
Subject: Purchase Order – Lease – County Postage Meter

Attached is a purchase order lease agreement for a postage meter for the County Administration Building. Our current lease ends on July 31, 2023. If you agree, please sign the Purchase Order and return it to me as soon as possible for processing. A postage meter is an essential piece of equipment that we cannot operate even a day without.

In speaking with a representative of Quadient Leasing USA, there is really only one model that will work for our needs. The most suitable choice is the iX-7 model. The new iX-7 monthly lease rate would be \$382.48 which is quite a good rate when compared with our current rate of \$328.50, especially considering that our current postage meter is a refurbished one and the iX-7 would be a new machine.

There are some other positive features of the iX-7. Parts that were constructed of plastic have been changed to metal on the new meter to increase durability. Also they have made improvements to the feeding mechanism (improper feeding is one of the main problems we have with our meter now). These machines work less well as they get older so having a new machine should help efficiency a great deal. It will also meet new Federal mailing requirements that are anticipated by the end of 2024.

The iX-9 is the only other model that is heavy-duty enough for our needs and it is nearly twice as expensive and too large for the space where we need to put it. In addition it has more features than we need at this time. So that seems to be a non-option.

Thank you for your help in getting this order approved and processed as soon as we can.

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



Purchase From
 Ken Garff Fleet Sales State Contracted
 4770 S 5600 W
 West Valley City, UT. 84118
 801-948-6677
 Attention To : Robert Beall

Deliver To
 Jay Begay
 297 S Main Street
 Monticello, UT. 84535
 435-459-3312
 Attention To : J. Begay

Purchase Order
 P. O. No# STFG24F08-01
 Date 7/23/2023
 Your Ref#
 Our Ref#
 Credit Terms 24 Mo. Lease

Product ID	Description	Quantity	Unit Price	Amount
1D30032	2023 Dodge Durango R/T	1	\$61,380.00	\$61,380.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Approved:

Department Head:	
County Admin:	

Sub Total	\$61,380.00
Tax	Exempt
Freight	
Invoice Total	\$61,380.00
Amount Paid	
Balance Due	\$61,380.00

Terms and Conditions:

Task Force vehicle lease through Zions Bank Public Finance, 2 yr lease. Contact @ Zions: Japheth McGee.

San Juan County, Utah

\$61,380 Equipment Lease Purchase

Dated: April 18, 2023

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San Juan County, Utah

\$61,380 Equipment Lease Purchase

Dated: April 18, 2023

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
04/18/2023	16,737.14	-	-	16,737.14	16,737.14
04/18/2024	14,299.62	5.460%	2,437.50	16,737.12	16,737.12
04/18/2025	9,581.73	5.460%	1,656.74	11,238.47	11,238.47
04/18/2026	10,104.89	5.460%	1,133.58	11,238.47	11,238.47
04/18/2027	10,656.62	5.460%	581.85	11,238.47	11,238.47
Total	\$61,380.00	-	\$5,809.67	\$67,189.67	-

Yield Statistics

Bond Year Dollars	\$106.40
Average Life	1.734 Years
Average Coupon	5.4599991%
Net Interest Cost (NIC)	5.4599991%
True Interest Cost (TIC)	-7.8711324%
Bond Yield for Arbitrage Purposes	-7.8711324%
All Inclusive Cost (AIC)	-7.8711324%

IRS Form 8038

Net Interest Cost	5.4599991%
Weighted Average Maturity	1.734 Years

San Juan County, Utah

\$61,380 Equipment Lease Purchase

Dated: April 18, 2023

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
04/18/2027	Term 1 Coupon	5.460%	5.460%	44,642.86	100.000%	44,642.86
04/18/2023	Serial Coupon	-	-	16,737.14	100.000%	16,737.14
Total	-	-	-	\$61,380.00	-	\$61,380.00

Bid Information

Par Amount of Bonds	\$61,380.00
Gross Production	\$61,380.00
Bid (100.000%)	61,380.00
Total Purchase Price	\$61,380.00
Bond Year Dollars	\$106.40
Average Life	1.734 Years
Average Coupon	5.4599991%
Net Interest Cost (NIC)	5.4599991%
True Interest Cost (TIC)	-7.8711324%

San Juan County, Utah

\$61,380 Equipment Lease Purchase

Dated: April 18, 2023

Sources & Uses

Dated 04/18/2023 | Delivered 04/18/2023

Sources Of Funds

Par Amount of Lease	\$61,380.00
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Total Sources	\$61,380.00
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Uses Of Funds

Deposit to Lease Purchase Fund	61,380.00
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Total Uses	\$61,380.00
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Spencer J. Cox
Governor
Deidre Henderson
Lieutenant Governor

State of Utah

Commission on Criminal and Juvenile Justice

Tom Ross
Executive Director

Utah State Capitol Complex, Senate Building, Suite 330 • Salt Lake City, Utah 84114
801-538-1031 • Fax: 801-538-1024 • www.justice.utah.gov

June 6, 2023

Jay Begay, Commander
San Juan Drug Task Force

Dear Commander Begay,

It is my privilege to inform you that the Utah Commission on Criminal and Juvenile Justice (CCJJ) has approved an award from the **State Task Force Grant (STFG)** in the amount of **\$70,000**. Please use the assigned grant number, **24F08**, in all correspondence regarding this project. The award period is from **July 1, 2023 through June 30, 2024**.

By accepting this award, you assume certain administrative and financial responsibilities including the timely submission of all financial and programmatic reports, and resolution of all audit findings. Should your organization not adhere to the terms and conditions of this award, it is subject to termination for cause or other administrative action as appropriate. For these reasons, I encourage you to read the Certified Assurances and Grant Conditions, as they summarize important grant management issues.

All CCJJ grants are based on the reimbursement of actual costs. No funding will be provided up-front. Also, do not begin spending funds prior to the start date of your award or on any item not approved in your grant budget or an approved grant adjustment.

Please note that Narrative Progress Reports, Financial Status Reports (FSR), Consortium Reports and other reports as specified by CCJJ are due quarterly. Instruction and general reporting information will be provided each quarter.

Note that all project-related materials and accounting records must be maintained for a period of eight years from the date of your last financial status report, unless an audit has been initiated or unresolved audit findings remain. All records must be maintained until the audit findings are resolved.

If you have any questions regarding this award, please contact Richard Ziebarth at (801) 538-1812 or e-mail rzebarth@utah.gov. We look forward to working with you in the months ahead.

Sincerely,

Tom Ross,
CCJJ Executive Director

I. Application Cover Page



UTAH COMMISSION ON CRIMINAL & JUVENILE JUSTICE

Utah State Capitol Complex
East Office Building, Suite E330
Salt Lake City, Utah 84114-2330
Ph: (801) 538-1031
Fax: (801) 538-1024



State Task Force Grant (STFG) **CCJJ Grant # 24F08**

1. Your Agency Name and Address:
San Juan County Sheriff's Office
PO Box 788
297 South Main Street
Monticello, UT 84535-0788

2. Agency Contact (Grant Project Director): Jay Begay

3. Phone Number: (435)587-2237

4. E-mail Address: jbegay@sanjuancounty.org

5. Grant Start Date and End Date: Start Date: 7/1/2023 End Date: 6/30/2024

6. Federal Tax Identification Number (87-_____): 87-6000305

7. Application Budget Summary:

Personnel & Fringe:	\$8,000.00
Contract Services	\$500.00
Equipment, Supplies and Operating :	\$30,000.00
Travel & Training:	\$30,000.00
Confidential Informant/Undercover Officer Buy (CI/UC):	\$1,500.00
Total Grant Funds:	\$70,000.00

Signatures in lines 9 and 11 indicate acceptance of the application narrative, budget, certified assurances, grant conditions and verification that all grant funds described within are to be used for law enforcement operations related to reducing illegal drug activity and related criminal activity.

8. Print Name and Title of Official Authorized to Sign (Official authorized to sign includes: City/County Mayor, Manager or Commissioner, Agency Director or President).
Bruce Adams, County Commissioner

9. Signature of Official Authorized to Sign (Official authorized to sign includes: City/County Mayor, Manager or Commissioner, Agency Director or President).

10. Print Name of Your Agency Legal Counsel (Official authorized to sign includes: City/County Attorney or their Designee).
Brittney M. Ivins

11. Signature of Your Agency Legal Counsel (Official authorized to sign includes: City/County Attorney or their Designee).

Tom Ross,
Executive Director of CCJJ
(For CCJJ use ONLY)



II. Application Narrative

Please write your application narrative to respond to each area (a-d) listed below:

a) Clearly describe how funding from this grant will be used over the next twelve (12) months. In addition to narcotics enforcement, will your task force pursue criminal gangs or other major crime enforcement this year (If yes, please describe)?

The funding will go towards helping educate and train Task Force Agents in new and current trends that involve the use, sale, manufacturing and trafficking of illegal drugs.

The funds will be used to pay for confidential informants and purchasing illegal drugs and investigating these crimes.

The funds will be used to pay for overtime for Task Force Agents.

Funding will be used to help Task Force Agents receive training in investigations of major crimes that occur throughout San Juan County. Training for crimes that include (but are not limited to) thefts, home and vehicle burglaries, homicides, internet crimes and sexual based offenses.

Funding will be used to maintain Task Force vehicles and equipment such as cameras, phone bills, vehicles, 4-wheelers, side by side (UTV), e-bike, utility trailers and camp trailer.

Funding will also go to help educate the public in the current trends of drug and methods that youth, and any persons, might use to conceal drug use. Task Force Agents will teach about how drugs impact and hurt our communities.

b) Please list all agencies that will participate in your multi-jurisdictional task force this year.

- 1) San Juan County Sheriff's Office
- 2) Blanding City Police Department
- 3) Utah Highway Patrol

c) Please indicate all other financial resources available to your task force beyond this grant (include participation in federal forfeiture equitable sharing or any other state or federal grant that supports your task force).

None.

d) Provide a summary of last year's accomplishments for your task force.

I have tried a new approach this year and added more part time task force agents than in my first two years. As much as our Sheriff's Department has changed in regards to hiring and retaining deputies the last few years, I

wanted to expand the task force so there were more people to share knowledge and learn from. I also wanted to provide more training opportunities to new task force agents who otherwise may not have had the chances to attend much training. I feel that when our agents attend trainings, they return to work motivated, having new knowledge/tactics and eager to put them to use.

The Task Force has served six search warrants so far last year. The first was served in Monticello and no one was home when task force agents and officers arrived. The search of the premises was completed and paraphernalia and white powdery substance was seized from the suspect's room.

The second search warrant was served just outside of Monticello. A task force agent noticed two vehicles parked, late at night, in an open field. The occupants met only for a short time before leaving. The task force agents recognized the vehicles as they returned to the highway and the agent was able to make a traffic stop on one of the vehicles. Through his traffic stop investigation, the agent arrested the driver for possession of methamphetamine and paraphernalia. The agent obtained a search warrant for the driver's phone and was able to see messages to other person in the field where the arrestee was arranged to buy meth from him. The agent obtained a search warrant for the other person's residence, as that was where he was observed going after leaving the field. The search warrant was served at the residence and an arrest warrant for the person was issued. Agents seized paraphernalia, methamphetamine, cocaine, fentanyl and Adderall pills from the residence and the vehicle.

The third search warrant was served outside of Monticello. One of our agents was contacted by an Adult Probation and Parole (AP&P) Agent who informed him an AP&P probationer texted him wanting to leave her home because there was a party there and people were drinking and smoking methamphetamine. The Task Force Agent was familiar with the probationer and residence and it was known area where drug use occurs. The TF Agent applied for a search warrant of the residence and surrounding property which was granted. The warrant was served the following day. Two individuals were arrested and marijuana, methamphetamine, fentanyl and drug paraphernalia was seized at the property.

The fourth search warrant was served in Spanish Valley. A TF Agent was notified by a rental property manager that there were tenants partying and making excessive noise over a period of several nights. The reporting party said he had video footage from the porch of the home in which there were two individuals discussing the use of cocaine. After reviewing the video, the TF Agent applied for a search warrant of the property which was granted. Eight people were detained when the search warrant was served. The search team seized cocaine, marijuana, mushrooms, drug paraphernalia, a pistol and alcohol as only one person there was over the age of 21.

The fifth search warrant was served in Monticello. A TF Agent was investigating a case of missing packages delivered to a wrong address by FedEx. The reporting party was able to provide photos of the packages delivered from FedEx but they were at the wrong address. The TF Agent recognized the home from the photos and went to speak to the homeowner. The homeowner was a known person to the TF Agent and the Sheriff's Office has had dealings with him in the past in a law enforcement capacity. The TF Agent made contact with the homeowner and asked about the missing packages where he admitted he had received and opened only one package. The homeowner went inside and retrieved a missing item and said it was all he had and he had thrown the box, it was delivered in, away. The TF Agent left and applied for a search warrant to search the residence for the other missing packages, the search warrant was approved. When the warrant was served, the homeowner was detained and officer's found some of the other missing packages and items. Officer's also seized marijuana, drug paraphernalia and a firearm as the homeowner is a restricted person. Later, the TF Agent located one of the missing items on a social media buying/selling page a few towns over in Colorado and the seller was an associate of the homeowner in Monticello. The TF Agent posed as a buyer and was able to retrieve the item when they met in person.

The sixth search warrant was served in La Sal. A TF Agent was investigating a burglary of a residence. The TF Agent was able to identify a neighbor as a suspect. The suspect was on probation with AP&P at the time and was placed in custody on a 72-hour hold during the investigation. The suspect allowed the TF Agent to look inside her residence but no stolen items were seen. During the investigation, the TF Agent reviewed a phone from the jail from the suspect talking to her mother. The suspect told her mother that some of the stolen items were hidden under the floor of her residence. The TF Agent applied for a search warrant for the residence which was granted. The warrant was served and the Agent located a hole cut in the floor concealed by a trap door and carpet. The agent recovered the stolen items and seized drug paraphernalia.

The task force has also has also investigated nine sex offense cases so far this year. We signed one CI this quarter but she did not complete any buys and the contract was rescinded after a month.

III. Task Force Personnel Structure

It will be necessary for you to clearly detail the structure of your task force personnel. CCJJ requires that task force agents meet the status of one of the three following: 1) Full-time Task Force Agent, 2) Part-time Task Force Agent, 3) Reserve Agent.

Task Force Personnel Status Defined:

- 1) Full-time Task Force Agents:** are personnel dedicated 100% to the task force project and may be paid salary from the grant or the home agency of the agent. Full-time agents will also be 100% reimbursed from the CCJJ task force grant for all approved training, equipment, supplies, travel/training and over-time expenses related to the project.
- 2) Part-time Task Force Agents:** are personnel dedicated to the task force project part of the time and also to other non-task force duties for their home agencies. For an agent to be considered part-time they must work for the CCJJ grant funded task force project at least 10 hours per week (.25 FTE). These agents will, for the most part, be paid salary and benefits entirely from their home agency. In some cases the grant may pay for the portion of their time that is dedicated to the task force project. Part -time task force agents will be paid over-time in proportion from the grant and their home agency. CCJJ grants will not pay 100% OT for any part-time task force agent. It is allowable for part-time agents to be 100% reimbursed from the CCJJ task force grant for all approved equipment, supplies and travel/training expenses related to the project.
- 3) Reserve Task Force Agents:** are personnel "on call" to the task force as needed by the Commander. Reserves will not be paid from the grant or required to serve the project for any specified number of hours per week. They can be reimbursed for straight-time or overtime wages when called out. Like part-time agents, reserves will be paid O/T only in proportion from the grant and their home agency. Reserve agents will have access to task force equipment and supplies at the discretion of the Commander. No CCJJ task force grant funding can be used for equipment, supplies or travel/training expenses of Reserve Agents.

In the table below please provide the names of all agents that will work for your task force during the year:

1) 1) Full-time Task Force Agent(s) - Please list the Name, Rank and Home Agency of all full-time agents serving your task force project this year (Expand box as needed):

Jay Begay, San Juan County Sheriff's Office, is the Commander of the Task Force. He is also the Project Director and the only person assigned full time to the Task Force.

2) 2) Part-time Task Force Agent(s) - Please list the Name, Rank and Home Agency of all part-time agents serving your task force project this year along with the weekly hours to be worked by each agent (must be at least 10 hours (.25 FTE) per week) (Expand box as needed):

San Juan County Sheriff's Office

1. Sergeant Colby Turk – 10 hrs weekly
2. Deputy Corey Workman – 10 hrs weekly
3. Deputy Avery Olsen – 10 hrs weekly
4. Deputy Timothy Turk – 10 hrs weekly
5. Deputy Payton Palmer – 10 hrs weekly
6. Deputy Wyatt Holyoak – 10 hrs weekly

Blanding Police Department

1. Officer Trey McDonald
2. Officer Cole Palmer
3. Officer Tell Stewart

3) 3) Reserve Task Force Agent(s) - Please list the Name, Rank and Home Agency of all reserve agents serving your task force project this year (Expand box as needed):

San Juan County Sheriff's Office

1. Deputy John Laws
2. Deputy Jeremy Homedew
3. Deputy Kavika Su'esu'e

Utah Highway Patrol

1. Sergeant Charles Taylor
2. Trooper Brian Robinson
3. Trooper Bronz Eldredge
4. Trooper Asa Bradford
5. Trooper Ben Stearns

IV. Budget Tables & Narrative

Complete the Budget Tables page by including cost and quantity of Items to be purchased. Within each budget category, you must provide a brief narrative description of the items to be purchased and explain how they will benefit your grant project.

Personnel - Briefly describe the Personnel costs you will pay for with State Task Force Grant funds. Include detail on salary and benefits to be paid to any one receiving salary, Straight-time, or O/T from this grant. Personnel charges must be based on the normal rate of pay by the Individual's home agency.

Total Personnel Costs	\$8,000.00
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No Agents of the Task Force will receive a salary from the grant. The funds in this category will be used to pay straight time and overtime hours for the part time Task Force Agents working on Task Force cases/investigations. The overtime or straight time will be based on each agency's own criteria – the average rate is approximately \$28.00 per hour.

Contract Services - Briefly describe the Contract Services you will pay for with State Task Force Grant funds. Any contractor you hire for services to this grant project must first be approved by your agencies purchasing department or Utah State Purchasing Department. Include contract numbers and/or copies of this contract.

Total Contract Costs	\$500.00
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A Task Force administrative assistant may be contracted for service at a straight time rate of 40 hours for \$12.50 an hour.

40 hours at @ \$12.50 per hour = \$500.00

Equipment, Supplies and Operating (ESO) - Briefly describe the ESO costs you will pay for with State Task Force Grant funds. Include item descriptions, unit costs and quantity of purchases. ESO purchases must follow the regular procurement policies of your agency or the State of Utah if your agency has no procurement policies.

Total ESO Costs	\$30,000.00
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(A) Office supplies/expenses:

Field test kits (NIK & DetectaChem), paper, phone bill, printer ink, pens, pencils, evidence bags, SD cards, recordable media discs, batteries for electronics/recorders, camera's, paper clips, staples, folders, envelopes, stamps/postage, packaging boxes/material, Callyo membership, glass cleaner, dust off, printed forms, copier paper, photo paper, cell phone batteries, wireless phone bill, TransUnion TLOxp membership fees, USB cables, disposable handcuffs, evidence tape, packaging tape, antiseptic wipes, hand sanitizer, mesh hoods, ink pads, rubber/plastic gloves, fingerprinting and crime scene processing equipment, tint meters, paper towels, trash bags, renew GPS tracker yearly contracts.

----- Approximate Total \$10,000.00

(B) We would like to continue to lease a command vehicle – Dodge Durango or something similar and maintenance.

----- Approximate Total \$17,000.00

(C) We would like to continue to use it for maintenance for existing Task Force equipment (Two 4-wheelers,

PURCHASE ORDER

San Juan County

117 S. Main Street
 Monticello, UT 84535
 Ph: 435-587-3225



Purchase From Vendor Name

Amazon
 Street Address
 City, State, Zip
 Phone:
 Attention To :

Deliver To

Deliver To Name Tammy Gallegos
 Street Address 117 S Main Street
 City, State, Zip Monticello, Utah
 Phone: 435-587-3225
 Attention To :

Purchase Order

P. O. No# SHSP 7-011
 Date: 08/01/2023
 Your Ref#
 Our Ref#
 Credit Terms

Contract #

Product ID	Description	Quantity	Unit Price	Amount
Battery Charger	12 slot battery charger for radios	1	599.95	599.95
Batteries	5 pack Radio Batteries	2	415.00	830.00
Battery	800 Battery	1	64.39	64.39

Approval

Department Head: Tammy Gallegos

County Admin: Mark McDaniel

Sub Total	
Tax	
Freight	
Balance Due	1,494.39

San Juan County should be tax exempt. Please make sure anything you submit has no tax!

Item 1.

All ▾ Enter keyword or product number



Shop top business categories ▸

Departments Back to School Add People Buy Again Gift Cards

EN

Hello, Tammy
Account for San Juan County

Lists

Business Prime

4



Tammy, don't forget about Pay by Invoice

The purchasing line that lets you buy now and pay later

Shopping Cart



IFREQTECH PMNN4403 Battery for Motorola APX7000 APX6000 APX8000

\$64.39

Business Price

In Stock

& FREE Returns

This is a gift [Learn more](#)

Qty: 1 [Delete](#) [Save for later](#)

[Compare with similar items](#) [Share](#)



Endura 12 Slot Charger with Replaceable Pods for Harris XL-200P XL-185P XL-185PI

\$599.95

In Stock

Shipped from: [Sheepdog Microphones](#)

Gift options not available. [Learn more](#)

Qty: 1 [Delete](#) [Save for later](#) [Share](#)



(5pack) Replacement Battery for Harris XL-200P XL-185P XL-185PI XL-200PI XL-

\$415.00

Business Price

Only 9 left in stock - order soon.

Shipped from: [ac7897](#)

Gift options not available. [Learn more](#)

Qty: 2 [Delete](#) [Save for later](#) [Share](#)

Coupon Clipped

Save 6%

Subtotal (4 items): \$1,494.34

Subtotal (4 Items): \$1,494.34

This order contains a gift

[Proceed to checkout](#)

Items with business-only pricing to consider



Rapid Charger for Motorola APX6000...

179

\$39.79

[Add to Cart](#)



Single-Unit Rapid Rate Charger for Motorola...

11

\$36.69

[Add to Cart](#)



Holster for Motorola APX6000/APX8000...

648

\$25.89

[Add to Cart](#)



Antenna for Motorola APX 764-870MHz...

1,369

\$12.98

[Add to Cart](#)

Your Items

[Saved for later \(8 Items\)](#)

[Buy it again](#)

Free Ground Shipping On Orders Over \$149

No Sales Tax Outside Florida

[My Account](#)

[Contact](#)

Item 1.



1-877-622-2163
MON-FRI 9:00-18:00 E.S.T.

0 items in



[HOME](#)

[BATTERY PACKS](#)

[BATTERY CHARGERS](#)

[ACCESSORIES](#)

[Search For Products](#)



Harris XL-200P Universal Rapid Twelve-Bay Drop-in Charger - Li-Ion / Li-Polymer



P/N: UC8000-N-KIT-E53T

UNIVERSAL RAPID TWELVE-BAY DROP-IN CHARGER (BUILT-IN POWER SUPPLY), TWELVE ADAPTER PODS AND POWER CORD FOR U.S. TYPE WALL SOCKET FOR HARRIS XL-200P TWO WAY RADIO BATTERIES

IN STOCK

Orders placed before 2PM EST ship the same day.

PRICE : \$850.00



Quantity 1

ADD TO CART

Buy with amazon pay

[More payment options](#)

[Request a Bulk Price Quote](#)

[Purchase Orders](#)

[Talk to a Battery Specialist](#)

[PRODUCT DESCRIPTION](#)

[PRODUCT SPECIFICATIONS](#)

This versatile and rugged dual-chemistry twelve-bay rapid drop-in charger is designed to charge a wide range of two-way radio batteries. Swappable adaptor cups allow flexibility in charging different brand and model radios of varying chemistry, capacity and voltage simultaneously. This charger accepts batteries from 3.6V to 12.5V and is designed for charging two-way radio batteries with or without the radio. This charger is perfect for public safety, disaster relief, military, radio rental fleets or just about any application where multiple radios and/or batteries need to be charged simultaneously.

This pre-configured kit includes the UC8000 Universal Rapid Twelve-Bay Drop-In Charger with built-in power supply, a power cord and 12 adapter cups that allows simultaneous charging for up to twelve Harris XL-200P two-way radios and/or batteries of the same or different chemistries or capacities. Since the adapter cups are changeable - you have full flexibility to charge other radios. To customize this UC8000 twelve bay charger with other adapter cups - please contact [customer service](#).

Our Harris XL-200P Twelve-Bay Universal Radio Charger meets stringent quality standards and is designed to provide years of reliable service. This charger is manufactured with high quality components in a state-of-the-art certified manufacturing facility. Our dependable quality dual-chemistry radio

Item 1.

[Two-Way-Radio](#) » [Harris](#) » [XL-200](#) » Harris XL-200 Replacement Radio Battery

Harris XL-200 Replacement Radio Battery 7.2V 3100mAh Li-Ion



[Download MSDS](#)

\$110.00 Each

Quantity:

Harris XL-200 Replacement Radio Battery Specifications

Volts: 7.2 V

Capacity: 3100 mAh

Chemistry: Li-Ion

Run-Time: 18 hours

Length: 2.25 in

Width: 0.88 in

Height: 3.13 in

Weight: 0.3 lbs

Zip Code

Replacement radio battery for the Harris Harris XL-185P, XL-185Pi, XL-200P, XL-200Pi. The BUXL185P-LI is a direct replacement for the Harris XL-PA3V, 14035-4010-01 and 14035-4010-04. Sonic-welded instead of glued, this is one of our most rugged batteries ever made. Comes with a 30-day money back guarantee and a one-year warranty. Additional specifications:

Chemistry	Lithium-Ion
-----------	-------------



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



Purchase From
 Reladyne West LLC
 Street Address
 Blanding, UT 84511
 (435) 678-3311
 Attention To :

State Contracted

Carl

Deliver To

San Juan County Landfill
 S Hwy 191 Mile Marker 35.5
 Blanding, UT 84511
 (435) 678-3070

Attention To : Jed/Mary


Purchase Order


P. O. No# 23-0009
 Date 7/28/2023
 Your Ref# Landfill
 Our Ref#
 Credit Terms Cash

Product ID	Description	Quantity	Unit Price	Amount
#2 Diesel Fuel	#2 Dyed Diesel Fuel	2500	\$3.53	\$8,825.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Sub Total	\$8,825.00
Tax	Exempt
Freight	
Invoice Total	\$8,825.00
Amount Paid	
Balance Due	\$8,825.00

Approved:

Department Head: 

County Admin: 

Terms and Conditions:

Gas Bid Quotation Form
3000 Gallons #2 Dyed Diesel

<p align="center">#1 RelaDyne</p> <p>Phone: 435-678-3311 Date: 7/27/2023 Time: 2:00 p.m. Contact: Carl</p> <p>Price: \$3.53/gallon</p> <p>Notes: Can only bring 2500 gallons.</p>	<p align="center">#2 Midnight Fuels</p> <p>Phone: 918-859-5980 Date: 7/27/2023 Time: 2:10 p.m. Contact: Mike Cokar</p> <p>Price: \$3.60/gallon</p> <p>Notes: Includes delivery.</p>	<p align="center">#3 Kellerstrass - Moab</p> <p>Phone: 435-259-6350 Date: 7/27/2023 Time: 2:12 p.m. Contact: Bart</p> <p>Price:</p> <p>Notes: Left Message</p>	<p align="center">#4 United Fuel Supply</p> <p>Phone: 801-770-0466 Date: 7/27/2023 Time: 2:14 p.m. Contact: Xavier Goggins</p> <p>Price:</p> <p>Notes: Phone # out of service</p>
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Bid Chosen: RelaDyne Signed: 

Price: \$8,825.00 PO #: 23-0009

Date of Delivery: 7/31/2023 Department: Landfill

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



Purchase From
 Jackson Group Peterbilt State Contracted
 309 Raptor Road
 Fruita, CO 81521
 Phone: (970)858-3524
 Attention To :

Deliver To
 San Juan County Road Dept.
 1049 S Main
 Blanding, UT 84511
 Phone: (435)678-3838
 Attention To :

Purchase Order
 P. O. No#
 Date 8/2/2023
 Your Ref#
 Our Ref#
 Credit Terms Cash

Product ID	Description	Quantity	Unit Price	Amount
RT14615PWEL	Transmission	1	\$3,862.76	\$3,862.76
	Core	1	\$2,828.36	\$2,828.36
	For Water Truck #200			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Approved:

Department Head: *Todd [Signature]*

County Admin: *Mack McDaniel*

Sub Total	\$6,691.12
Tax	Exempt
Freight	
Invoice Total	\$6,691.12
Amount Paid	
Balance Due	\$6,691.12

Terms and Conditions:



Item 1.

JACKSON GROUP PETERBILT - GRAND JUNCTION

309 Raptor Road · Fruita, Colorado 81521
Phone: (970) 858-3524
Fax: (970) 858-9746

Jackson Group
PO Box 2208
Decatur, AL 35609-2208
Phone: (800) 332-9140

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE.
NO RETURNS ON ELECTRICAL OR SPECIAL ORDER PARTS.
NO RETURNS AFTER 30 DAYS. 10% RE-STOCK CHARGE ON ALL RETURNED PARTS.

DISCLAIMER OF WARRANTIES

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

DATE ENTERED 27 JUL 23	YOUR ORDER NO.	DATE SHIPPED 27 JUL 23	INVOICE DATE	INVOICE NUMBER Q259306	09:58
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S
O
L
D

T
O

ACCOUNT NO. 1825
IBS - San Juan County
IBS Cust#:818992
PO BOX 188
MONTICELLO, UT 84535

S
H
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P

T
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PAGE 1 OF 1

SHIP VIA	SLSM. 3721	B/L NO.	TERMS	F.O.B. POINT 1767
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QTY	SHIP	P.O.	PART NO.	DESCRIPTION	LIST	NET	AMOUNT
			17616	LEVER-GEAR SHIFT		469.94	469.94
E3	1		MS99-63399ATR			39.79	39.79
	1		ISOLATOR BUSHING K				
	1		RT14615PWEL			3862.76	3,862.76
			TRANSMISSION-FULLE				
			CORE EXCHANGE			2828.36	2,828.36
			VERIFY INTERNAL OR EXTERNAL PUMP	5-7 DAYS BUILT			3-4 DA
			**** INVOICE QUOTE -	DO NOT PAY ****			



THANK YOU
FOR YOUR
BUSINESS

NO RETURNS ON ELECTRICAL AND SPECIAL ORDER PARTS.
PARTS OPEN SATURDAY
8:00 AM TO 4:00 PM

PARTS	7,200.85
SUBLET	
FREIGHT	0.00
SALES TAX	0.00
TOTAL	\$7,200.85

PLEASE REMIT TO:
Jackson Group
PO Box 2208
Decatur, AL 35609-2208
Phone: (800) 332-9140

CUSTOMER'S SIGNATURE
X

Pick List Quote



KENWORTH SALES™

Date / Time: 8/3/2023 9:26:00AM
 Parts Order: 7951
 Customer: 15013
 Branch: PRICE
 Page 1 of 1

Item 1.

**320 W 6th S
Price, UT 84501**

**PH: (435) 637-3440
www.kenworthsalesco.com**

Bill To: SAN JUAN COUNTY ROAD DEPT
 835 E HWY 491
 MONTICELLO, UT 84535
 Email: malvarado@sanjuancounty.org
 Office Phone: 435-587-3808

Ship To: SAN JUAN COUNTY ROAD DEPT
 1157 S Main St
 Blanding, UT 84511-3209
 Email: malvarado@sanjuancounty.org
 Office Phone: 435-587-3808

Pulled	Supplier	QOH	Item	Description	U/M	Quantity	B/O	Location	Price	Ext Price
	MISC	0	GGF21HBL1	RANCH HAND BUMPER F150	EA	1			1,261.69	1,261.69
										<u>1,261.69</u>
			FreightIn	Inbound Freight		1			30.00	30.00
										<u>1,291.69</u>

PICK LIST
QUOTE



BOARD OF COMMISSIONERS MEETING
 117 South Main Street, Monticello, Utah 84535. Commission Chambers
 July 18, 2023 at 11:00 AM

MINUTES

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

Audio Link: <https://secure.utah.gov/pmn-admin/files/1004463.MP3>

Video Link: <https://www.youtube.com/watch?v=F3gocsj0Ix8>

CALL TO ORDER

Time Stamp 0:00:05 (audio & video)

Commissioner Adams called the meeting to order at 11:01 a.m.

ROLL CALL

Time Stamp 0:00:08 (audio & video)

PRESENT-COMMISSION

Commission Chair Bruce Adams
 Commission Vice Chair Sylvia Stubbs
 Commissioner Jaime Harvey

PRESENT-STAFF

Mack McDonald, Chief Administrative Officer (CAO)
 Lyman W. Duncan, Clerk/Auditor

INVOCATION

Time Stamp 0:00:39 (audio & video)

Lyman W. Duncan, County Clerk, offered the prayer.

PLEDGE OF ALLEGIANCE

Time Stamp 0:01:30 (audio & video)

Commission Chair Adams led the Pledge of Allegiance.

PUBLIC COMMENT

Public comments will be accepted through the following Zoom Meeting <https://us02web.zoom.us/j/3125521102> One tap mobile +16699006833,,3125521102# US (San Jose)

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.

Time Stamp 0:02:02 (audio & video)

Commission Chair Adams offered his condolences to the Rick Bailey family, due to his unexpected passing. Rick had served faithfully as County Administrator for many years. Commissioner Chair Adams also expressed his concern for Carson Duncan, who had recently experienced an ischemic stroke.

Mack presented the Public Comment period to the public. No one from the public was in attendance. He also checked online to see if anyone was interested in offering any public comments.

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.

Time Stamp 0:03:26 (audio & video)

1. Approval of \$10,646.21 in Small Purchases. \$7,533.59 for Emergency Response Booklets, \$1,882 and \$1,230 for the Public Safety Building Garage Door and HVAC Water Treatment.
2. Approval of the June 15 to July 13, 2023 Check Registers
3. Approval of the Commission & Work Session Meeting Minutes for May 16, 2023
4. Approval of the June 20, 2023 Commission Meeting Minutes
5. Approval of the Commission & Work Session Meeting Minutes for June 6, 2023

Motion made by Commissioner Stubbs, seconded by Commissioner Harvey
Voting Yea: Commission Chair Adams, Commissioner Harvey, Commissioner Stubbs

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

Time Stamp 0:04:55 (audio & video)

6. Post-Secondary Correction Education Program Presentation, USU Dr. Sam Arungwa.
Mr. Arungwa was unavailable for the online presentation.

BUSINESS/ACTION

7. Consideration and Approval to modify Federal Highway Administration Federal Lands Highway Agreement, TJ Adair, Road Superintendent

Time Stamp 0:05:34 (audio & video)

TJ Adair, Road Superintendent was unavailable, so Mack presented the item for the commission to review and approve. The Federal Highway Agreement has been underway for many years. The road maintenance extends up into the La Sal Loop. SITLA proposes several road corrections as the road passes through their property. The total contract is for \$30,500,000.

Motion made by Commissioner Stubbs, seconded by Commissioner Harvey

Voting Yea: Commission Chair Adams, Commissioner Harvey, Commissioner Stubbs

8. Consideration and Approval to Purchase Four Pickups For A Total of \$180,179.40 from Labrum Ford, TJ Adair, Road Superintendent

Time Stamp 0:11:35 (audio & video)

TJ Adair, Road Superintendent, presented the proposal to purchase four (4) light-duty fleet pickup trucks for the commission to review and approve.

Motion made by Commissioner Harvey, seconded by Commissioner Stubbs

Voting Yea: Commission Chair Adams, Commissioner Harvey, Commissioner Stubbs

9. Consideration and Approval of the Cooperative Agreement for Consolidated Dispatch in Price, Mack McDonald, Chief Administrative Officer.

Time Stamp 0:13:59 (audio & video)

Mack presented the Consolidated Dispatch Agreement for the commission to review and approve. The various entities are responsible for contracting with the Consolidated Dispatch Center in Price. These entities include the National Park Service, Utah Navajo Health Services, Blanding City, Monticello City, Town of Bluff, and the Bureau of Land Management.

Commissioner Harvey commented regarding the process of moving the dispatch center to Price. He is concerned about the emergency services and the use of cell phones. He gave an example that when a resident of another state visits Utah and calls 911, the call goes to the center from the state where the phone was purchased. This process leaves a barrier to the residents from the southern part of the county. Mack and the other commissioners agreed to meet and continue the dialogue with the sheriff's department and the Price dispatch center.

Motion made by Commissioner Stubbs, seconded by Commissioner Harvey

Voting Yea: Commission Chair Adams, Commissioner Harvey, Commissioner Stubbs

10. Consideration and Approval of a Single Event Permit Local Consent - Glamping Canyonlands - October 13-14th, 2023 - Solar Eclipse

Time Stamp 0:39:15 (audio & video)

Lyman, Clerk/Auditor, presented the Single Local Consent Form for the commission to review and approve. The company desires to create and market an overnight package corresponding to

the solar eclipse expected in early October 2023. Commissioner Stubbs asked for information regarding law enforcement during the upcoming solar eclipse. Mack spoke about the preparations underway with state, county, and local law enforcement,

Motion made by Commissioner Harvey, seconded by Commissioner Stubbs
Voting Yea: Commission Chair Adams, Commissioner Harvey, Commissioner Stubbs

11. Consideration and Approval of the 2022 Delinquent Property Tax Sales - Online Auction conducted on behalf of the County by Public Surplus, Inc, Lyman Duncan, County Clerk/Auditor

Time Stamp 0:46: (audio & video)

Lyman, Clerk/Auditor, presented the 2022 delinquent property tax sale information for the commission to review and approve. Public Surplus Inc. provided the online auction platform for the property sale to occur. The properties were listed on their website for several weeks. The auction was for the day only. Two properties were brought to sale; one 2.5 acre property is north on Hwy 191, and on the west side of the road. The other .35 acre property is in Monticello.

Motion made by Commissioner Stubbs, seconded by Commissioner Harvey
Voting Yea: Commission Chair Adams, Commissioner Harvey, Commissioner Stubbs

12. CONSIDERATION AND APPROVAL OF RESOLUTION 2023-04 ADOPTING THE 2023 FINAL TAX RATES- Lyman Duncan, Clerk/Auditor

Time Stamp 0:51:11 (audio & video)

Lyman, County Clerk, presented the Utah State Tax Commission Final Tax Rates for 2023 for the commission to review and approve. Overall property valuations increased in new growth, but declined more in the centrally assessed properties.

Motion made by Commissioner Harvey, seconded by Commissioner Stubbs
Voting Yea: Commission Chair Adams, Commissioner Harvey, Commissioner Stubbs

13. Consideration and Approval of San Juan County Health Department Tobacco Contract FY21-FY25 Amendment #6, Grant Sunada, Public Health Director

Time Stamp 0:55:18 (audio & video)

Grant Sunada, Public Health Director, presented the tobacco contract amendment for the commission to review and approve.

Motion made by Commissioner Stubbs, seconded by Commissioner Harvey
Voting Yea: Commission Chair Adams, Commissioner Harvey, Commissioner Stubbs

14. Consideration and Approval of San Juan County Health Department Environmental Service Delivery Plan Contract FY2024, Grant Sunada, Public Health Director

Time Stamp 0:58:10 (audio & video)

Grant Sunada, Public Health Director, presented the environmental service delivery contract for the commission to review and approve.

Motion made by Commissioner Stubbs, seconded by Commissioner Harvey
 Voting Yea: Commission Chair Adams, Commissioner Harvey, Commissioner Stubbs

15. Consideration and Approval of the San Juan County Public Health Department WIC Program - San Juan Amendment #6, Grant Sunada, Public Health Director

Time Stamp 0:59:44 (audio & video)

Grant Sunada, Public Health Director, presented the WIC amendment for the commission to review and approve.

Motion made by Commissioner Harvey, seconded by Commissioner Stubbs
 Voting Yea: Commission Chair Adams, Commissioner Harvey, Commissioner Stubbs

16. Consideration and Approval of San Juan County Building Resilient Inclusive Communities (BRIC) Amendment #3, Grant Sunada, Public Health Director

Time Stamp 1:05:58 (audio & video)

Grant Sunada, Public Health Director, presented the BRIC contract amendment for the commission to review and approve.

Motion made by Commissioner Harvey, seconded by Commissioner Stubbs
 Voting Yea: Commission Chair Adams, Commissioner Harvey, Commissioner Stubbs

17. Consideration and Approval of San Juan County - Utah Indoor Clean Air Act 2023 Agreement with the Utah Department of Health & Human Services, Grant Sunada, Public Health Director

Time Stamp 1:07:18 (audio & video)

Grant Sunada, Public Health Director, presented the Indoor Clean Air contract agreement for the commission to review and approve.

Motion made by Commissioner Stubbs, seconded by Commissioner Harvey
 Voting Yea: Commission Chair Adams, Commissioner Harvey, Commissioner Stubbs

18. Consideration and Approval of the San Juan County Health Department Environmental Health 2023 Agreement with the State of Utah Department of Health & Human Services, Grant Sunada, Public Health Director

Time Stamp 1:08: (audio & video)

Grant Sunada, Public Health Director, presented the Environmental Health agreement for the commission to review and approve.

Motion made by Commissioner Stubbs, seconded by Commissioner Harvey
 Voting Yea: Commission Chair Adams, Commissioner Harvey, Commissioner Stubbs

19. Consideration and Approval of the 2023 Airport Entitlement Transfer to Escalante Airport, Mack McDonald, Chief Administrative Officer

Time Stamp 1:10:58 (audio & video)

Mack, CAO, presented the Airport Entitlement Transfer Agreement for the commission to review and approve. The oversight from the state has pushed the bid process out of the current budget year, hence, the desire to transfer the funds to Escalante airport. The Escalante Airport will transfer the funds back to San Juan County in the next fiscal year.

Motion made by Commissioner Harvey, seconded by Commissioner Stubbs
Voting Yea: Commission Chair Adams, Commissioner Harvey, Commissioner Stubbs

20. Consideration and Approval of the Library Services and Technology Act Borrower Support Grant Contract, Nicole Perkins, Library Director

Time Stamp 1:14:45 (audio & video)

Nicole Perkins, Library Director, presented the Inter-Library Loan Program Grant contract for the commission to review and approve.

Motion made by Commissioner Stubbs, seconded by Commissioner Harvey
Voting Yea: Commission Chair Adams, Commissioner Harvey, Commissioner Stubbs

21. Consideration and Approval of the San Juan County Children's Justice Center MOU with the State of Utah Attorney General, Mack McDonald, Chief Administrative Officer

Time Stamp 1:16:00 (audio & video)

Mack presented the Children's Justice Center (CJC) MOU for the commission to review and approve. He began with a video presenting the resources provided by the Children's Justice Centers. The Center provides sexually, physically, and psychologically abused children a private safe place for the child to begin the healing process with all of the agencies that are ultimately involved in prosecuting the offenders.

San Juan County has shared the CJC with Grand County for many years. Mack feels strongly that the time has arrived for the development of a CJC program in San Juan County. The county needs a program to combat the growing cases of sexual assault and abuse. Mack feels the children and elderly abuse cases in the county are underreported. Commissioner Stubbs spoke of an experience that she had with a young child who had been molested by a family adult member, ultimately, three generations of the family had been harmed by sexual abuse.

County Deputy Attorney Mitch Maughan asked the commissioners to talk with the local law enforcement officers. He indicated they wanted the CJC to stay with Grand County. Mack asked for the commission to support in creating a CJC in San Juan County.

Motion made by Commissioner Harvey, seconded by Commissioner Stubbs
Voting Yea: Commission Chair Adams, Commissioner Harvey, Commissioner Stubbs

BOARD OF EQUALIZATION

22. Consideration and Request to Reconvene Board Of Equalization Hearing - Wilson Arch Properties, LLC - July 18, 2023, Rick Meyer, County Assessor

Time Stamp 1:44:24 (audio & video)

Motion to Enter into the BOE Hearing:

Motion made by Commissioner Harvey, seconded by Commissioner Stubbs
 Voting Yea: Commission Chair Adams, Commissioner Harvey, Commissioner Stubbs

Rick Meyer, Assessor, presented the Wilson Arch Properties BOE hearing for the commission to review and approve. The owner of Wilson Arch Properties was involved in a bad car accident and missed all of the dates and hearings of the 2022 BOE Hearings. The state of Utah Tax Commission heard his request and asked San Juan County to re-open the BOE Hearings. The land in question was unimproved, whereas, the county assessed the lots at the developed amount. The BOE hearing is for 79 parcels, all of which will be valued down by 6MM. The 2022 taxes will decline from \$130,000 to \$12,000.

The commission wanted additional time to understand the BOE hearing process and Wilson Arch Properties request for the hearing.

Motion to Exit BOE:

Motion made by Commissioner Harvey, seconded by Commissioner Stubbs
 Voting Yea: Commission Chair Adams, Commissioner Harvey, Commissioner Stubbs

COMMISSION REPORTS

Time Stamp 2:05:42 (audio & video)

Commissioner Stubbs reported attending several meetings in the past few weeks. She expressed her appreciation for Merlin Grover, who was selected as an Honoree for the upcoming rodeo.

Commissioner Harvey commented on the efforts to focus on solutions in having more CVS staff on the Dine Reservation to combat sexual abuse. The Dine Nation does not report abuse cases to the State of Utah; neither does the State of Utah report cases to the Dine Nation. He feels that many victims do not have the confidence or knowledge to report cases of abuse. The process of reporting child abuse cases becomes very difficult as multiple agencies need to be notified. He encourages everyone to report the abuse cases.

Commissioner Adams congratulated Mack and the staff for securing \$28MM from the CIB for the remodel of the Detention Facility. He also reminded everyone of the upcoming county fair.

ADJOURNMENT

Time Stamp 2:17:10 (audio & video)

Motion made by Commissioner Stubbs, seconded by Commissioner Harvey
 Voting Yea: Commission Chair Adams, Commissioner Harvey, Commissioner Stubbs

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**

APPROVED: _____
San Juan County Board of County Commissioners

DATE: _____

ATTEST: _____
San Juan County Clerk/Auditor

DATE: _____

**San Juan County
Check Register
All Bank Accounts - 07/14/2023 to 08/03/2023**

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Abbott & Associates PC	125824	FV-7	07/28/2023	07/31/2023	385.00	Commitment Hearings	104125310 - Professional and Technica	
					\$385.00			
Abbott Laboratories	125801	617128896	07/28/2023	07/31/2023	145.20	SJC Aging	104679610 - Miscellaneous Supplies	
					\$145.20			
Acumen Fiscal Agent LLC	125816	APR23FEES	07/28/2023	07/31/2023	285.00	VA Services	104685615 - Contracts	
					\$285.00			
Amerigas Propane LP	125839	3152068549	07/28/2023	07/31/2023	463.55	200752247	104225270 - Utilities	
Amerigas Propane LP	125839	3152068553	07/28/2023	07/31/2023	199.65	200752247	104225270 - Utilities	
					\$663.20			
					\$663.20			
BackBeats Backline	125856	20230731051322	07/31/2023	07/31/2023	1,500.00	SJC Fair	104620620 - Miscellaneous Services	
					\$1,500.00			
Bald Mesa Telecommunications User	125807	109	07/28/2023	07/31/2023	250.00	SJC Communications	104574725 - Building Improvements	
					\$250.00			
Begay, Jay	125811	JB07232023	07/28/2023	07/31/2023	282.00	Travel reimbursement	104211230 - Travel Expense	
					\$282.00			
Blanding City	125805	20230714132918	07/21/2023	07/31/2023	318.74	500790001 Blanding Ambulance Garage	104210110 - Salaries and Wages	
Blanding City	125805	BC202306250752	07/11/2023	07/31/2023	-147.20	553343140 - San Juan Public Health	255007.270 - Indirect Admin Utilities	
					\$171.54			
					\$171.54			
Blue Mountain Foods	125857	119292	07/26/2023	07/31/2023	10.45	SJC Aging	104677328 - Meals - La Sal	
Blue Mountain Foods	125857	119310	07/26/2023	07/31/2023	12.50	SJC Aging	104677323 - Meals - Monticello	
Blue Mountain Foods	125857	119313	07/26/2023	07/31/2023	93.94	SJC Aging	104677329 - Meals - Bluff	
Blue Mountain Foods	125857	119324	07/26/2023	07/31/2023	36.23	SJC Aging	104678323 - Meals - Monticello	
Blue Mountain Foods	125857	119330	07/26/2023	07/31/2023	32.99	SJC Aging	104678328 - Meals - La Sal	
Blue Mountain Foods	125857	119353	07/26/2023	07/31/2023	18.83	SJC Aging	104677328 - Meals - La Sal	
Blue Mountain Foods	125857	119376	07/26/2023	07/31/2023	18.94	SJC Aging	104677323 - Meals - Monticello	
Blue Mountain Foods	125857	119378	07/26/2023	07/31/2023	88.07	SJC Aging	104678329 - Meals - Bluff	
Blue Mountain Foods	125857	119380	07/26/2023	07/31/2023	15.33	SJC Aging	104678323 - Meals - Monticello	
Blue Mountain Foods	125857	119394	07/26/2023	07/31/2023	8.97	SJC Aging	104677323 - Meals - Monticello	
Blue Mountain Foods	125857	119395	07/26/2023	07/31/2023	44.27	SJC Aging	104678329 - Meals - Bluff	
Blue Mountain Foods	125857	119402	07/26/2023	07/31/2023	26.89	SJC Aging	104678323 - Meals - Monticello	
Blue Mountain Foods	125857	119404	07/26/2023	07/31/2023	20.65	SJC Aging	104678328 - Meals - La Sal	
Blue Mountain Foods	125857	119422	07/26/2023	07/31/2023	102.00	SJC Aging	104677329 - Meals - Bluff	
Blue Mountain Foods	125857	119427	07/26/2023	07/31/2023	47.39	SJC Aging	104677323 - Meals - Monticello	
Blue Mountain Foods	125857	119428	07/26/2023	07/31/2023	40.54	SJC Aging	104678323 - Meals - Monticello	
Blue Mountain Foods	125857	119436	07/26/2023	07/31/2023	3.69	SJC Aging	104677323 - Meals - Monticello	
Blue Mountain Foods	125857	119455	07/26/2023	07/31/2023	16.53	SJC Aging	104678323 - Meals - Monticello	
Blue Mountain Foods	125857	119471	07/26/2023	07/31/2023	26.62	SJC Aging	104677323 - Meals - Monticello	
Blue Mountain Foods	125857	119475	07/26/2023	07/31/2023	91.66	SJC Aging	104678329 - Meals - Bluff	
Blue Mountain Foods	125857	119489	07/26/2023	07/31/2023	20.75	SJC Aging	104677328 - Meals - La Sal	
Blue Mountain Foods	125857	119492	07/21/2023	07/31/2023	170.11	SJC Recorder	104144480 - Special Department Suppl	
Blue Mountain Foods	125857	119494	07/26/2023	07/31/2023	44.74	SJC Aging	104678323 - Meals - Monticello	
Blue Mountain Foods	125857	119511	07/21/2023	07/31/2023	55.28	SJC Recorder	104144480 - Special Department Suppl	
Blue Mountain Foods	125857	119515	07/26/2023	07/31/2023	54.26	SJC Aging	104678328 - Meals - La Sal	
Blue Mountain Foods	125857	119621	07/26/2023	07/31/2023	36.03	SJC Sheriff Dept	104230480 - Kitchen Food	
Blue Mountain Foods	125857	119673	07/26/2023	07/31/2023	480.90	SJC Sheriff Dept	104215620 - Miscellaneous Services	

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Blue Mountain Foods	125857	119674	07/26/2023	07/31/2023	20.00	SJC Sheriff Dept	104215620 - Miscellaneous Services	
Blue Mountain Foods	125857	119690	07/26/2023	07/31/2023	5.80	SJC Sheriff Dept	104230312 - Medical Expenses	
Blue Mountain Foods	125857	119693	07/26/2023	07/31/2023	27.93	SJC Sheriff Dept	104230480 - Kitchen Food	
Blue Mountain Foods	125857	119695	07/26/2023	07/31/2023	6.79	SJC Sheriff Dept	104230480 - Kitchen Food	
					<u>\$1,679.08</u>			
					\$1,679.08			
Blueline Services	125787	65492	07/21/2023	07/31/2023	88.00	Drug Testing	214414310 - Professional and Technica	
					<u>\$88.00</u>			
					\$88.00			
Brantley Distributing LLC.	125847	23200290	07/28/2023	07/31/2023	139.30	25395 - 885 E Center St	214412250 - Equipment Operation	
Brantley Distributing LLC.	125847	23200350	07/28/2023	07/31/2023	9.75	SJC Road	214412251 - Gas, Oil and Grease	
Brantley Distributing LLC.	125847	23200350	07/28/2023	07/31/2023	579.85	SJC Road	214412250 - Equipment Operation	
					<u>\$728.90</u>			
					\$728.90			
C A Johnson Rock Processing	125878	2335	07/28/2023	07/31/2023	44,850.00	SJC Road	214414410 - Road Supplies	
					<u>\$44,850.00</u>			
					\$44,850.00			
Canyonlands Tire	125785	3125	07/21/2023	07/31/2023	74.73	SJC Sheriff	104210251 - Gas, Oil and Grease	
					<u>\$74.73</u>			
					\$74.73			
Carolina Software	125836	23-0003	07/25/2023	07/31/2023	600.00	SJC Landfill	574424310 - Professional and Technica	
					<u>\$600.00</u>			
					\$600.00			
Child Support Services	125765	20230714095825	07/14/2023	07/14/2023	434.00	Corey Workman C001392403	102229000 - Other Deductions Payable	
Child Support Services	125765	20230714095825	07/14/2023	07/14/2023	526.16	Ryan Norman C001361546	102229000 - Other Deductions Payable	
Child Support Services	125765	20230714095825	07/14/2023	07/14/2023	485.54	Scott Burgess C000926263	102229000 - Other Deductions Payable	
Child Support Services	125765	20230714095825	07/14/2023	07/14/2023	526.16	Ryan Norman C001361546	102229000 - Other Deductions Payable	
Child Support Services	125765	20230714095825	07/14/2023	07/14/2023	485.54	Scott Burgess C000926263	102229000 - Other Deductions Payable	
Child Support Services	125765	20230714195825	07/14/2023	07/14/2023	434.00	Corey Workman C001392403	102229000 - Other Deductions Payable	
					<u>\$2,891.40</u>			
					\$2,891.40			
City Center Sound and Stage	125867	AF07152023	07/28/2023	07/31/2023	4,275.00	Stage and Lights Deposit	104620620 - Miscellaneous Services	
					<u>\$4,275.00</u>			
					\$4,275.00			
Country Comfort Holdings LLC	125830	7443	07/28/2023	07/31/2023	500.34	SJC Rodeo	104850620 - Miscellaneous Services	
					<u>\$500.34</u>			
					\$500.34			
Data Center	125858	60658	07/28/2023	07/31/2023	1,727.54	SJC Clerk - Valuation Notices	104173310 - Professional and Technica	
					<u>\$1,727.54</u>			
					\$1,727.54			
Dept of Health and Human Services	125820	23FN000331	07/25/2023	07/31/2023	321.50	San Juan Public Health	255013.980 - Vital Statistics Intergover	
					<u>\$321.50</u>			
					\$321.50			
Drive Marketing	125849	188588	07/25/2023	07/31/2023	969.78	SJC Econ Dev	104193490 - Advertising and Promotion	
					<u>\$969.78</u>			
					\$969.78			
DTS - State of Utah	125843	20230725171905	07/28/2023	07/31/2023	694.25	SJC Sheriffs Office	104232310 - Professional and Technica	
					<u>\$694.25</u>			
					\$694.25			
E C Power Systems of Utah	125778	SI2363001038	07/28/2023	07/31/2023	54.54	Landfill	574424250 - Equipment Operation	
					<u>\$54.54</u>			
					\$54.54			

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Earthgrains Baking Company	125806	85272290001878	07/28/2023	07/31/2023	66.00	SJC Jail	104230480 - Kitchen Food	
Earthgrains Baking Company	125806	85272290002440	07/25/2023	07/31/2023	66.00	SJC Jail	104230480 - Kitchen Food	
Earthgrains Baking Company	125806	85272290002482	07/28/2023	07/31/2023	66.00	SJC Jail	104230480 - Kitchen Food	
					<u>198.00</u>			
					\$198.00			
EFTPS - IRS	EFT	PR070923-575	07/14/2023	07/31/2023	9,394.52	Medicare Tax	102221000 - FICA Payable	
EFTPS - IRS	EFT	PR070923-575	07/14/2023	07/31/2023	20,941.00	Federal Income Tax	102222000 - Federal Tax W/H Payable	
EFTPS - IRS	EFT	PR070923-575	07/14/2023	07/31/2023	40,169.66	Social Security Tax	102221000 - FICA Payable	
EFTPS - IRS	EFT	PR072323-575	07/28/2023	07/31/2023	9,977.48	Medicare Tax	102221000 - FICA Payable	
EFTPS - IRS	EFT	PR072323-575	07/28/2023	07/31/2023	23,743.36	Federal Income Tax	102222000 - Federal Tax W/H Payable	
EFTPS - IRS	EFT	PR072323-575	07/28/2023	07/31/2023	42,662.28	Social Security Tax	102221000 - FICA Payable	
					<u>146,888.30</u>			
					\$146,888.30			
Election Systems & Software LLC	125808	CD2062484	07/28/2023	07/31/2023	270.00	SJC Election Equipment	104173310 - Professional and Technica	
					<u>270.00</u>			
					\$270.00			
Emery Telcom	125864	20230714134103	07/21/2023	07/31/2023	348.85	3609200 - SJC Communications	104230280 - Telephone	
Emery Telcom	125864	20230714134128	07/21/2023	07/31/2023	99.66	987300 - SJC Public Safety	104230280 - Telephone	
Emery Telcom	125864	20230725163633	07/28/2023	07/31/2023	426.80	3514200 SJC Blanding Seniors	104672270 - Utilities	
Emery Telcom	125864	20230725163700	07/28/2023	07/31/2023	303.48	988500 - SJC Emergency Services	104255270 - Utilities	
Emery Telcom	125864	3324200-072023	07/28/2023	07/31/2023	79.95	SJC Communications	574424270 - Utilities	
Emery Telcom	125864	3324200-072023	07/28/2023	07/31/2023	84.95	SJC Communications	104255270 - Utilities	
Emery Telcom	125864	3324200-072023	07/28/2023	07/31/2023	104.95	SJC Communications	104230280 - Telephone	
Emery Telcom	125864	3324200-072023	07/28/2023	07/31/2023	104.95	SJC Communications	255007.280 - Indirect Admin Telephone	
Emery Telcom	125864	3324200-072023	07/28/2023	07/31/2023	119.93	SJC Communications	104225280 - Telephone	
Emery Telcom	125864	3324200-072023	07/28/2023	07/31/2023	209.90	SJC Communications	104672270 - Utilities	
Emery Telcom	125864	3324200-072023	07/28/2023	07/31/2023	269.90	SJC Communications	214414280 - Telephone	
Emery Telcom	125864	3324200-072023	07/28/2023	07/31/2023	468.60	SJC Communications	104151280 - Telephone	
					<u>2,621.92</u>			
					\$2,621.92			
Empire Electric Assoc. Inc.	125845	20230720-15360	07/28/2023	07/31/2023	714.12	25395 - 885 E Center St	214414270 - Utilities	
					<u>714.12</u>			
					\$714.12			
Farmers Telecommunications Inc	125779	20230725170654	07/28/2023	07/31/2023	54.99	6921 Cedar Point Volunteer Fire	104225280 - Telephone	
					<u>54.99</u>			
					\$54.99			
Fitzgerald Law Office LLC	125868	FLO_07242023	07/28/2023	07/31/2023	5,580.00	SJC Attorney	104126615 - Contracts	
					<u>5,580.00</u>			
					\$5,580.00			
FleetPride Inc	125803	109023283	07/28/2023	07/31/2023	151.16	SJC Road Dept	214412250 - Equipment Operation	
					<u>151.16</u>			
					\$151.16			
Fredericks, Anna	125873	20230725162545	07/28/2023	07/31/2023	8,710.00	Fair Expenses	104620480 - Special Department Suppl	
Fredericks, Anna	125873	AF07082023	07/21/2023	07/31/2023	412.09	Fair Expenses	104620240 - Office Expense	
Fredericks, Anna	125873	AF07082023b	07/21/2023	07/31/2023	1,163.56	Fair Expenses	104625240 - Office Expense	
					<u>10,285.65</u>			
					\$10,285.65			
Gallegos, Alicia	125780	AG07152023	07/26/2023	07/31/2023	58.27	PT GEAR	104210250 - Equipment Operation	
					<u>58.27</u>			
					\$58.27			

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Gersch, Cindy	125797	CG07262023	07/31/2023	07/31/2023	100.00	Fair Judge	104620240 - Office Expense	
					\$100.00			
Grainger	125835	9757136867	07/28/2023	07/31/2023	7.92	847145778	104166260 - Buildings and Grounds	
Grainger	125835	9760679622	07/28/2023	07/31/2023	224.33	847145778	104166260 - Buildings and Grounds	
Grainger	125835	9760693029	07/28/2023	07/31/2023	30.10	847145778	104166260 - Buildings and Grounds	
Grainger	125835	9763240364	07/28/2023	07/31/2023	296.80	847145778	214414260 - Buildings and Grounds	
Grainger	125835	9763327310	07/28/2023	07/31/2023	12.30	847145778	104166260 - Buildings and Grounds	
Grainger	125835	9764237997	07/28/2023	07/31/2023	24.60	847145778	104166260 - Buildings and Grounds	
					\$596.05			
					\$596.05			
Happy Morgan Law	125876	20230714132816	07/25/2023	07/31/2023	7,318.50	Happy Morgan	104126310 - Professional and Technica	
Happy Morgan Law	125876	20230714132816	07/25/2023	07/31/2023	795.00	Happy Morgan	104126310 - Professional and Technica	
Happy Morgan Law	125876	20230714132816	07/25/2023	07/31/2023	525.00	Happy Morgan	104126310 - Professional and Technica	
Happy Morgan Law	125876	20230714132816	07/25/2023	07/31/2023	1,935.00	Happy Morgan	104126310 - Professional and Technica	
Happy Morgan Law	125876	20230714132816	07/25/2023	07/31/2023	1,425.00	Happy Morgan	104126310 - Professional and Technica	
Happy Morgan Law	125876	20230714132816	07/25/2023	07/31/2023	3,075.00	Happy Morgan	104126310 - Professional and Technica	
Happy Morgan Law	125876	20230714132816	07/25/2023	07/31/2023	855.00	Happy Morgan	104126310 - Professional and Technica	
					\$15,928.50			
					\$15,928.50			
Harty, Peggy	125793	PH07262023	07/31/2023	07/31/2023	100.00	Fair Building Judge	104620240 - Office Expense	
					\$100.00			
Holland Equipment Company	125823	25302	07/28/2023	07/31/2023	372.63	SJC Road Dept	214412250 - Equipment Operation	
					\$372.63			
Holyoak, Cindi	125833	CH07202023	07/28/2023	07/31/2023	559.95	TRAVEL REIMBURSMENT	104144230 - Travel Expense	
					\$559.95			
Honnen Equipment Co.	125804	1492080	07/28/2023	07/31/2023	163.35	SJC Road Dept	214412250 - Equipment Operation	
					\$163.35			
Horrocks	125874	77648	07/21/2023	07/31/2023	11,176.00	Utah Broadband Plans	104850310 - Professional and Technica	
					\$11,176.00			
Hunt, Dee Ann	125796	DH07262023	07/31/2023	07/31/2023	100.00	Fair Judge	104620240 - Office Expense	
					\$100.00			
ImageNet Consulting LLC	125844	INV601457	07/25/2023	07/31/2023	152.41	SJC Sheriff	104230310 - Professional and Technica	
ImageNet Consulting LLC	125844	INV608187	07/28/2023	07/31/2023	239.68	SJC Sheriff	104230310 - Professional and Technica	
ImageNet Consulting LLC	125844	INV613143	07/28/2023	07/31/2023	111.11	SJC Sheriff	104230310 - Professional and Technica	
ImageNet Consulting LLC	125844	INV615435	07/28/2023	07/31/2023	90.70	SJC Sheriff	104230310 - Professional and Technica	
ImageNet Consulting LLC	125844	INV620759	07/28/2023	07/31/2023	107.42	SJC Sheriff	104230242 - Software Maintenance	
					\$701.32			
					\$701.32			
Jackson Group Peterbilt	125825	230922GJ	07/28/2023	07/31/2023	96.00	SJC Road Dept	214412250 - Equipment Operation	
Jackson Group Peterbilt	125825	231594GJ	07/28/2023	07/31/2023	306.59	SJC Road Dept	214412250 - Equipment Operation	
					\$402.59			
					\$402.59			
JB Restoration & Fabrication	125819	4049	07/31/2023	07/31/2023	305.00	SJC Road Dept	214412250 - Equipment Operation	
					\$305.00			

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K&H Integrated Print Solutions	125775	302278	07/28/2023	07/31/2023	45.10	Election Ballots	104173310 - Professional and Technica	
					\$45.10			
Kenworth Sales Company	125834	5P7116	07/28/2023	07/31/2023	767.69	SJC Road	214412250 - Equipment Operation	
Kenworth Sales Company	125834	5P7317	07/28/2023	07/31/2023	-174.64	SJC Road	214412250 - Equipment Operation	
					\$593.05			
Laws, Kara	125798	KL07262023	07/31/2023	07/31/2023	100.00	Fair Judge	104620240 - Office Expense	
					\$100.00			
LocalIQ	125800	958402	07/21/2023	07/31/2023	133.78	Contract	105430220 - Public Notices	
					\$133.78			
Long, Roxy	125852	RL062023	07/25/2023	07/31/2023	1,170.00	Nursing Services	104230312 - Medical Expenses	
					\$1,170.00			
Lumen	125770	645093476	07/21/2023	07/31/2023	20.48	70470067	104232310 - Professional and Technica	
					\$20.48			
Luzzi, Else Maria	125776	20230714132918	07/21/2023	07/31/2023	50.00	Refund of Cash Bail	103511000 - Justice Court Fines	
					\$50.00			
Main Street Drug and Boutique	125837	15365	07/28/2023	07/31/2023	18.00	SJC Sheriff	104230312 - Medical Expenses	
Main Street Drug and Boutique	125837	15478	07/28/2023	07/31/2023	14.95	SJC Sheriff	104230312 - Medical Expenses	
Main Street Drug and Boutique	125837	20230523152615	07/25/2023	07/31/2023	93.48	SJC Jail	104230312 - Medical Expenses	
Main Street Drug and Boutique	125837	20230714134405	07/21/2023	07/31/2023	189.73		104230312 - Medical Expenses	
Main Street Drug and Boutique	125837	20230714134437	07/21/2023	07/31/2023	178.15	SJC Sheriff Dept	104230312 - Medical Expenses	
Main Street Drug and Boutique	125837	20230725161802	07/28/2023	07/31/2023	107.93	SJC Sheriff	104230312 - Medical Expenses	
					\$602.24			
McArthur, Amber	125799	AM06132023	07/20/2023	07/31/2023	121.00	Travel reimbursement	104145230 - Travel Expense	
					\$121.00			
McDonald, Trey	125812	TM07232023	07/28/2023	07/31/2023	282.00	Travel Reimbursement	104211230 - Travel Expense	
					\$282.00			
MCI	125772	20230725170852	07/28/2023	07/31/2023	28.43	Cal Black Airport - 435-684-2419	105430280 - Telephone	
					\$28.43			
MetLife Group Benefits	EFT	PR070923-5230	07/14/2023	07/31/2023	393.38	Dental Employee Only	102230000 - Metlife Dental	
MetLife Group Benefits	EFT	PR070923-5230	07/14/2023	07/31/2023	808.23	Dental Employee +1	102230000 - Metlife Dental	
MetLife Group Benefits	EFT	PR070923-5230	07/14/2023	07/31/2023	3,289.69	Dental Family	102230000 - Metlife Dental	
MetLife Group Benefits	EFT	PR072323-5230	07/28/2023	07/31/2023	393.10	Dental Employee Only	102230000 - Metlife Dental	
MetLife Group Benefits	EFT	PR072323-5230	07/28/2023	07/31/2023	808.23	Dental Employee +1	102230000 - Metlife Dental	
MetLife Group Benefits	EFT	PR072323-5230	07/28/2023	07/31/2023	3,289.02	Dental Family	102230000 - Metlife Dental	
					\$8,981.65			
Mexican Hat Special Serv Dist.	125783	723-24	07/28/2023	07/31/2023	66.93	Water/sewer	104225270 - Utilities	
					\$66.93			
MHL Systems	125859	23-16330	07/28/2023	07/31/2023	1,818.00	SJC Road Dept	214412250 - Equipment Operation	
					\$1,818.00			

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Monticello City	125865	20230725163332	07/28/2023	07/31/2023	65.81	35601 SJC All Accounts	104225270 - Utilities	
Monticello City	125865	20230725163332	07/28/2023	07/31/2023	66.29	35601 SJC All Accounts	104225270 - Utilities	
Monticello City	125865	20230725163332	07/28/2023	07/31/2023	95.52	35601 SJC All Accounts	104165270 - Utilities	
Monticello City	125865	20230725163332	07/28/2023	07/31/2023	153.50	35601 SJC All Accounts	104620270 - Utilities	
Monticello City	125865	20230725163332	07/28/2023	07/31/2023	197.08	35601 SJC All Accounts	724167270 - Utilities	
Monticello City	125865	20230725163332	07/28/2023	07/31/2023	282.61	35601 SJC All Accounts	104161270 - Utilities	
Monticello City	125865	20230725163332	07/28/2023	07/31/2023	409.03	35601 SJC All Accounts	214414270 - Utilities	
Monticello City	125865	20230725163332	07/28/2023	07/31/2023	2,054.86	35601 SJC All Accounts	104166270 - Utilities	
					<u>\$3,324.70</u>			
					\$3,324.70			
Monticello High School	125829	20230714134736	07/21/2023	07/31/2023	500.00	COWHAND FINANCIAL SUPPORT	104194620 - Miscellaneous Services	
					<u>\$500.00</u>			
					\$500.00			
Monticello Mercantile	125855	C287178	07/26/2023	07/31/2023	22.98	SJC Road	214412250 - Equipment Operation	
Monticello Mercantile	125855	C287473	07/26/2023	07/31/2023	46.99	SJC Road	214412250 - Equipment Operation	
Monticello Mercantile	125855	C287559	07/26/2023	07/31/2023	14.99	SJC Maintenance	104166260 - Buildings and Grounds	
Monticello Mercantile	125855	C288038	07/26/2023	07/31/2023	92.44	SJC Maintenance	104161480 - Special Department Suppl	
Monticello Mercantile	125855	C288040	07/26/2023	07/31/2023	0.99	SJC Road	214412240 - Office Expense	
Monticello Mercantile	125855	C288065	07/26/2023	07/31/2023	27.89	SJC Maintenance	104161260 - Buildings and Grounds	
Monticello Mercantile	125855	C288075	07/26/2023	07/31/2023	1.79	SJC Maintenance	104161260 - Buildings and Grounds	
Monticello Mercantile	125855	C288213	07/26/2023	07/31/2023	10.99	SJC Maintenance	104166260 - Buildings and Grounds	
Monticello Mercantile	125855	C288240	07/26/2023	07/31/2023	7.80	SJC Sheriff	104166260 - Buildings and Grounds	
Monticello Mercantile	125855	C288253	07/26/2023	07/31/2023	7.80	SJC Sheriff	104166260 - Buildings and Grounds	
Monticello Mercantile	125855	C288548	07/26/2023	07/31/2023	11.99	SJC Sheriff	104166260 - Buildings and Grounds	
Monticello Mercantile	125855	C288988	07/26/2023	07/31/2023	52.99	SJC Sheriff	104210610 - Miscellaneous Supplies	
Monticello Mercantile	125855	C289039	07/26/2023	07/31/2023	61.74	SJC Maintenance	104166260 - Buildings and Grounds	
Monticello Mercantile	125855	C289115	07/26/2023	07/31/2023	41.98	SJC Maintenance	104161260 - Buildings and Grounds	
Monticello Mercantile	125855	C289124	07/26/2023	07/31/2023	70.03	SJC Maintenance	104166260 - Buildings and Grounds	
Monticello Mercantile	125855	C289142	07/26/2023	07/31/2023	125.45	SJC Sheriff	104210610 - Miscellaneous Supplies	
Monticello Mercantile	125855	C289231	07/26/2023	07/31/2023	3.29	SJC Maintenance	104166260 - Buildings and Grounds	
Monticello Mercantile	125855	C289232	07/26/2023	07/31/2023	3.99	SJC Maintenance	104166260 - Buildings and Grounds	
Monticello Mercantile	125855	C289264	07/26/2023	07/31/2023	3.35	SJC Maintenance	104166260 - Buildings and Grounds	
Monticello Mercantile	125855	C289274	07/26/2023	07/31/2023	36.48	SJC Maintenance	104166260 - Buildings and Grounds	
Monticello Mercantile	125855	C289281	07/26/2023	07/31/2023	112.56	SJC Sheriff	104230350 - State Prisoner Expenses	
Monticello Mercantile	125855	C289561	07/26/2023	07/31/2023	78.97	SJC Aging	104161480 - Special Department Suppl	
Monticello Mercantile	125855	C289709	07/26/2023	07/31/2023	8.99	SJC Maintenance	104166260 - Buildings and Grounds	
Monticello Mercantile	125855	C289867	07/26/2023	07/31/2023	54.99	SJC Maintenance	104161480 - Special Department Suppl	
Monticello Mercantile	125855	C290265	07/26/2023	07/31/2023	49.98	SJC Sheriff	104210250 - Equipment Operation	
Monticello Mercantile	125855	C290468	07/26/2023	07/31/2023	389.89	SJC Maintenance	104230350 - State Prisoner Expenses	
Monticello Mercantile	125855	E29402	07/26/2023	07/31/2023	122.97	SJC Road	214414260 - Buildings and Grounds	
Monticello Mercantile	125855	E29524	07/26/2023	07/31/2023	35.47	SJC Maintenance	104161260 - Buildings and Grounds	
					<u>\$1,499.77</u>			
					\$1,499.77			
Motor Parts Company	125863	553065	07/28/2023	07/31/2023	8.92	SJC Road Dept	104256250 - Equipment Operation	
Motor Parts Company	125863	554110	07/26/2023	07/31/2023	110.79	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	125863	554137	07/28/2023	07/31/2023	465.77	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	125863	554180	07/28/2023	07/31/2023	30.64	SJC Road Dept	104256250 - Equipment Operation	
Motor Parts Company	125863	554196	07/28/2023	07/31/2023	154.53	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	125863	554235	07/26/2023	07/31/2023	10.43	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	125863	554246	07/26/2023	07/31/2023	8.21	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	125863	554248	07/26/2023	07/31/2023	21.21	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	125863	554251	07/26/2023	07/31/2023	-55.56	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	125863	554260	07/26/2023	07/31/2023	125.16	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	125863	554433	07/28/2023	07/31/2023	17.99	SJC Road Dept	104256250 - Equipment Operation	

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Motor Parts Company	125863	554478	07/28/2023	07/31/2023	19.72	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	125863	554483	07/26/2023	07/31/2023	30.27	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	125863	554536	07/28/2023	07/31/2023	14.88	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	125863	554582	07/28/2023	07/31/2023	91.69	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	125863	555014	07/28/2023	07/31/2023	30.88	SJC Road Dept	104256250 - Equipment Operation	
Motor Parts Company	125863	837333	07/28/2023	07/31/2023	207.26	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	125863	837665	07/28/2023	07/31/2023	207.26	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	125863	840629	07/28/2023	07/31/2023	36.56	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	125863	840643	07/28/2023	07/31/2023	5.84	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	125863	840654	07/28/2023	07/31/2023	140.16	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	125863	840676	07/28/2023	07/31/2023	39.36	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	125863	840722	07/25/2023	07/31/2023	11.85	SJC Landfill	574424250 - Equipment Operation	
Motor Parts Company	125863	840758	07/28/2023	07/31/2023	5.00	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	125863	840825	07/28/2023	07/31/2023	218.00	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	125863	841201	07/25/2023	07/31/2023	53.99	SJC Sheriff	104210250 - Equipment Operation	
Motor Parts Company	125863	841340	07/28/2023	07/31/2023	7.00	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	125863	841596	07/28/2023	07/31/2023	39.96	SJC Road Dept	214412251 - Gas, Oil and Grease	
Motor Parts Company	125863	841739	07/28/2023	07/31/2023	13.98	SJC Road Dept	214412260 - Buildings and Grounds	
Motor Parts Company	125863	841776	07/25/2023	07/31/2023	17.58	SJC Landfill	574424250 - Equipment Operation	
Motor Parts Company	125863	842304	07/28/2023	07/31/2023	247.68	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	125863	842343	07/28/2023	07/31/2023	26.09	SJC Landfill	574424250 - Equipment Operation	
					<u>\$2,363.10</u>			
					\$2,363.10			
Moulton, Mike	125848	MM071323	07/25/2023	07/31/2023	744.55	Travel Reimbursement	255335.230 - Crisis Response Workfor	
					<u>\$744.55</u>			
Mountainland Supply Co	125841	S105495452.001	07/28/2023	07/31/2023	12.15	SJC Maintenance	104620260 - Buildings and Grounds	
Mountainland Supply Co	125841	S105497619.001	07/28/2023	07/31/2023	438.50	SJC Maintenance	104620260 - Buildings and Grounds	
Mountainland Supply Co	125841	S105505284.001	07/28/2023	07/31/2023	17.49	SJC Maintenance	104166260 - Buildings and Grounds	
Mountainland Supply Co	125841	S105522983.001	07/28/2023	07/31/2023	11.34	SJC Maintenance	104166260 - Buildings and Grounds	
Mountainland Supply Co	125841	S105524389.001	07/28/2023	07/31/2023	94.44	SJC Maintenance	104166260 - Buildings and Grounds	
Mountainland Supply Co	125841	S105524389.002	07/28/2023	07/31/2023	16.19	SJC Maintenance	104166260 - Buildings and Grounds	
Mountainland Supply Co	125841	S105524493.001	07/28/2023	07/31/2023	12.23	SJC Maintenance	104166260 - Buildings and Grounds	
Mountainland Supply Co	125841	S105528319.001	07/28/2023	07/31/2023	74.56	SJC Maintenance	104166260 - Buildings and Grounds	
					<u>\$676.90</u>			
					\$676.90			
Munro Supply Inc.	125802	453811	07/28/2023	07/31/2023	146.92	SJC Road	214414260 - Buildings and Grounds	
					<u>\$146.92</u>			
Navajo Sanitation	125818	118940	07/28/2023	07/31/2023	297.00	Bluff Senior Center-2772	104672270 - Utilities	
					<u>\$297.00</u>			
Navajo Tribal UtilityAuthority	125840	31001957137	07/28/2023	07/31/2023	36.67	60378368 4000 W HWY 163	214414270 - Utilities	
Navajo Tribal UtilityAuthority	125840	31001957138	07/28/2023	07/31/2023	188.67	60378370- MC N Hwy 162 NE LDS CHR Tower	104574270 - Utilities	
Navajo Tribal UtilityAuthority	125840	31001957139	07/28/2023	07/31/2023	19.95	60378371 Along Hwy 162	214414270 - Utilities	
Navajo Tribal UtilityAuthority	125840	31001957140	07/28/2023	07/31/2023	4.96	60378372 Abt HWY 162	104850270 - Utilities	
Navajo Tribal UtilityAuthority	125840	31001957142	07/28/2023	07/31/2023	42.14	60378374 101 S 100 E	104225270 - Utilities	
Navajo Tribal UtilityAuthority	125840	31001957143	07/28/2023	07/31/2023	5.92	60378375 Hwy 162 and Hwy 262	104850730 - Improvements Other Than	
Navajo Tribal UtilityAuthority	125840	31001957144	07/28/2023	07/31/2023	5.91	60378376 Front Fire Station	104850730 - Improvements Other Than	
Navajo Tribal UtilityAuthority	125840	37001170485	07/28/2023	07/31/2023	36.49	60040657 MZC Fire Station East	104225270 - Utilities	
Navajo Tribal UtilityAuthority	125840	38001134426	07/28/2023	07/31/2023	333.64	60378369	104574270 - Utilities	
					<u>\$674.35</u>			
					\$674.35			

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New Technology Solutions	125826	4896	07/21/2023	07/31/2023	100.00	SJC Aging	104676310 - Professional and Technica	
New Technology Solutions	125826	4898	07/25/2023	07/31/2023	23.75	Pest Control	724169310 - Professional and Technica	
New Technology Solutions	125826	4898	07/25/2023	07/31/2023	35.62	Pest Control	724167310 - Professional and Technica	
New Technology Solutions	125826	4898	07/25/2023	07/31/2023	35.63	Pest Control	724168310 - Professional and Technica	
New Technology Solutions	125826	4899	07/25/2023	07/31/2023	80.00	Pest Control	104225310 - Professional and Technica	
New Technology Solutions	125826	4900	07/25/2023	07/31/2023	16.25	Pest Control	104163310 - Professional and Technica	
New Technology Solutions	125826	4900	07/25/2023	07/31/2023	16.25	Pest Control	104165310 - Professional and Technica	
New Technology Solutions	125826	4900	07/25/2023	07/31/2023	48.75	Pest Control	104161310 - Professional and Technica	
New Technology Solutions	125826	4900	07/25/2023	07/31/2023	48.75	Pest Control	104166310 - Professional and Technica	
					<u>\$405.00</u>			
					\$405.00			
Nicholas & Company	125869	8411655	07/25/2023	07/31/2023	1,012.80	SJC Sheriff	104230480 - Kitchen Food	
Nicholas & Company	125869	8419549	07/28/2023	07/31/2023	2,691.15	SJC Sheriff	104230480 - Kitchen Food	
Nicholas & Company	125869	8423524	07/28/2023	07/31/2023	329.16	SJC Sheriff	104230480 - Kitchen Food	
Nicholas & Company	125869	8427433	07/28/2023	07/31/2023	1,859.17	SJC Sheriff	104230480 - Kitchen Food	
					<u>\$5,892.28</u>			
					\$5,892.28			
Office Ally	125774	LF38615-IN	07/28/2023	07/31/2023	35.00	SJC Aging	104685615 - Contracts	
					<u>\$35.00</u>			
					\$35.00			
Packard Wholesale Co.	125854	INV212176	07/25/2023	07/31/2023	349.48	SJC Sheriff's Office	104230350 - State Prisoner Expenses	
Packard Wholesale Co.	125854	INV212220	07/25/2023	07/31/2023	146.29	SJC Sheriff's Office	104230350 - State Prisoner Expenses	
Packard Wholesale Co.	125854	INV212222	07/25/2023	07/31/2023	55.19	SJC Sheriff's Office	104230480 - Kitchen Food	
Packard Wholesale Co.	125854	INV212226	07/26/2023	07/31/2023	55.28	SJC Aging	104677323 - Meals - Monticello	
Packard Wholesale Co.	125854	INV212226	07/26/2023	07/31/2023	55.28	SJC Aging	104678323 - Meals - Monticello	
Packard Wholesale Co.	125854	INV212761	07/26/2023	07/31/2023	72.32	SJC Sheriff's Office	104230350 - State Prisoner Expenses	
Packard Wholesale Co.	125854	INV212762	07/26/2023	07/31/2023	702.60	SJC Sheriff's Office	104230350 - State Prisoner Expenses	
					<u>\$1,436.44</u>			
					\$1,436.44			
Palmer, Cole	125815	CP07232023	07/28/2023	07/31/2023	282.00	Travel Reimbursement	104211230 - Travel Expense	
					<u>\$282.00</u>			
					\$282.00			
Palmer, Payton	125827	PP07172023	07/28/2023	07/31/2023	178.00	TRAVEL REIMB	104211230 - Travel Expense	
Palmer, Payton	125827	PP07232023	07/28/2023	07/31/2023	282.00	TRAVEL REIMB	104211230 - Travel Expense	
					<u>\$460.00</u>			
					\$460.00			
Petty Cash	125768	20230725171554	07/28/2023	07/31/2023	10.24	La Sal Library	724581920 - Grant Expenses	
Petty Cash	125769	20230714133158	07/21/2023	07/31/2023	10.74	Blanding Library	724581620 - Special Programs	
Petty Cash	125790	20230725171530	07/28/2023	07/31/2023	97.09	Bluff Library	724581920 - Grant Expenses	
					<u>\$118.07</u>			
					\$118.07			
Pipkin, Barbra	125766	BP070723	07/14/2023	07/14/2023	250.86	Cancer Screening Maps	255400.480 - Cancer Screening Specia	
					<u>\$250.86</u>			
					\$250.86			
Pitney Bowes	125842	10203954	07/25/2023	07/31/2023	84.03	0010203954 SJC Sheriff	104230241 - Postage	
Pitney Bowes	125842	20230725162545	07/28/2023	07/31/2023	700.00	SJC SHERIFF	104230241 - Postage	
Pitney Bowes	125842	20230725171905	07/28/2023	07/31/2023	-100.00	0010203954 SJC Sheriff	104230241 - Postage	
					<u>\$684.03</u>			
					\$684.03			

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Quadient Inc	125850	N10008398	07/21/2023	07/31/2023	985.50	Lease Payment for Postage machine	104150241 - Postage	
					\$985.50			
Redd's Ace Hardware	125860	876221	07/26/2023	07/31/2023	39.75	SJC Maintenance	724168260 - Buildings and Grounds	
Redd's Ace Hardware	125860	876509	07/26/2023	07/31/2023	7.99	SJC Maintenance	104161260 - Buildings and Grounds	
Redd's Ace Hardware	125860	879532	07/28/2023	07/31/2023	29.99	SJC Road	214412251 - Gas, Oil and Grease	
Redd's Ace Hardware	125860	879532	07/28/2023	07/31/2023	199.99	SJC Road	214412740 - Equipment Purchases	
Redd's Ace Hardware	125860	879548	07/28/2023	07/31/2023	167.08	SJC Fire	104225260 - Buildings and Grounds	
Redd's Ace Hardware	125860	879599	07/25/2023	07/31/2023	69.90	SJC Landfill	574424240 - Office Expense	
Redd's Ace Hardware	125860	879651	07/28/2023	07/31/2023	8.55	SJC Road	214412250 - Equipment Operation	
Redd's Ace Hardware	125860	879663	07/28/2023	07/31/2023	65.97	SJC Maintenance	104161260 - Buildings and Grounds	
Redd's Ace Hardware	125860	879986	07/28/2023	07/31/2023	23.96	SJC Aging	104676260 - Buildings and Grounds	
Redd's Ace Hardware	125860	880181	07/28/2023	07/31/2023	41.99	SJC Road	214414260 - Buildings and Grounds	
Redd's Ace Hardware	125860	880264	07/28/2023	07/31/2023	33.58	SJC Road	214412250 - Equipment Operation	
Redd's Ace Hardware	125860	880264	07/28/2023	07/31/2023	71.98	SJC Road	214412260 - Buildings and Grounds	
Redd's Ace Hardware	125860	880288	07/28/2023	07/31/2023	292.29	SJC Road	214414260 - Buildings and Grounds	
Redd's Ace Hardware	125860	880310	07/28/2023	07/31/2023	13.98	SJC Road	214412260 - Buildings and Grounds	
Redd's Ace Hardware	125860	880460	07/26/2023	07/31/2023	43.98	SJC Maintenance	104161260 - Buildings and Grounds	
Redd's Ace Hardware	125860	880461	07/28/2023	07/31/2023	43.98	Health Center	104161260 - Buildings and Grounds	
Redd's Ace Hardware	125860	880463	07/26/2023	07/31/2023	48.98	SJC Maintenance	104161480 - Special Department Suppl	
Redd's Ace Hardware	125860	880867	07/26/2023	07/31/2023	318.00	SJC Maintenance	104161480 - Special Department Suppl	
Redd's Ace Hardware	125860	880868	07/26/2023	07/31/2023	45.97	SJC Maintenance	104161260 - Buildings and Grounds	
Redd's Ace Hardware	125860	880936	07/26/2023	07/31/2023	67.98	SJC Maintenance	104161260 - Buildings and Grounds	
Redd's Ace Hardware	125860	880956	07/26/2023	07/31/2023	205.06	SJC Maintenance	104676260 - Buildings and Grounds	
Redd's Ace Hardware	125860	C54070	07/25/2023	07/31/2023	30.17	SJC Landfill	574424250 - Equipment Operation	
Redd's Ace Hardware	125860	C55389	07/28/2023	07/31/2023	35.98	SJC Landfill	574424240 - Office Expense	
					\$1,907.10			
RegenceBlueCross BlueShield UT	EFT.080123154	100402820000	06/20/2023	08/01/2023	2,782.08	Claims Expense	104965134 - Health Insurance	
					\$2,782.08			
RelaDyne West LLC	125821	978604-IN	07/28/2023	07/31/2023	331.81	SJC Public Safety	104166250 - Equipment Operation	
					\$331.81			
Rocky Mountain Info. Network	125777	24893	07/28/2023	07/31/2023	50.00	Bluff Senior Center-2772	104210210 - Subscriptions and Membe	
					\$50.00			
Rocky Mountain Personal Care	125846	24364	07/28/2023	07/31/2023	717.00	SJC Aging	104679615 - Contracts	
					\$717.00			
Rocky Mountain Power	125838	20230725163312	07/28/2023	07/31/2023	84.92	59271696-0022 Lasal Fire	104225270 - Utilities	
Rocky Mountain Power	125838	20230725170832	07/28/2023	07/31/2023	7.90	59288636-0086 Mex Hat Fire Station	104225270 - Utilities	
Rocky Mountain Power	125838	20230725170832	07/28/2023	07/31/2023	139.58	73241784-0038	104225270 - Utilities	
Rocky Mountain Power	125838	20230725170832	07/28/2023	07/31/2023	35.57	59288636-0045 Fire House/AMB	104225270 - Utilities	
Rocky Mountain Power	125838	20230725171252	07/28/2023	07/31/2023	366.53	59288636-0037	104574270 - Utilities	
					\$634.50			
					\$634.50			
Salt Lake Community College	125822	2023.11.6	07/21/2023	07/31/2023	19.75	SJC Jail	104230230 - Travel Expense	
Salt Lake Community College	125822	2023.11.6b	07/28/2023	07/31/2023	343.76	SJC Cadet meals	104230230 - Travel Expense	
					\$363.51			
					\$363.51			
San Juan Building Supply Inc.	125788	2307-228429	07/28/2023	07/31/2023	39.94	SJC Road dept	214414260 - Buildings and Grounds	

**San Juan County
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All Bank Accounts - 07/14/2023 to 08/03/2023**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>	<u>Activity Code</u>
San Juan Building Supply Inc.	125788	2307-229402	07/28/2023	07/31/2023	51.02	SJC Maintenance	724167260 - Buildings and Grounds	
					\$90.96			
					\$90.96			
San Juan Health Services	125782	7122023	07/25/2023	07/31/2023	60.00	Landscaping Services	255007.260 - Indirect Admin Buildings	
					\$60.00			
Sherrow, Chante	125789	CS071223	07/25/2023	07/31/2023	91.00	Meal Reimbursement	255283.230 - EED - CHW Travel expen	
					\$91.00			
SJC Inmate Account	125866	SJCIA202306	07/28/2023	07/31/2023	3,779.08	Trustee Payroll	104230352 - Inmate Humanitarian Exp	
					\$3,779.08			
Sneed, Sandi	125794	SS07262023	07/31/2023	07/31/2023	100.00	Fair Judge	104620240 - Office Expense	
					\$100.00			
Sorenson Advertising, dba Relic Age	125862	209180	07/25/2023	07/31/2023	2,000.00	SJC Economic Dev	104193490 - Advertising and Promotion	
					\$2,000.00			
Southeastern Utah District	125773	SE070123	07/25/2023	07/31/2023	30.00	Lab Testing	255760.310 - Highway Safety Professio	
					\$30.00			
Stewart, Tell	125810	TS07232023	07/28/2023	07/31/2023	282.00	Travel Reimbursement	104211230 - Travel Expense	
					\$282.00			
Stoughton, Andrea	125791	AS07262023	07/31/2023	07/31/2023	100.00	Fair Building Judge	104620240 - Office Expense	
					\$100.00			
Su'esu'e, Kavika	125809	KS07232023	07/28/2023	07/31/2023	282.00	Per Diem Reimbursement	104211230 - Travel Expense	
					\$282.00			
Suitter Axland PLLC	125771	2641	07/21/2023	07/31/2023	27.00	SJC Attorney	104156310 - Professional and Technica	
					\$27.00			
Sysco Intermountain Food Svc.	125853	585108160	07/25/2023	07/31/2023	1,171.19	SJC SHERIFF	104230480 - Kitchen Food	
Sysco Intermountain Food Svc.	125853	585123130	07/28/2023	07/31/2023	151.98	SJC Jail	104230480 - Kitchen Food	
					\$1,323.17			
					\$1,323.17			
TecServ, Inc	125875	15554	07/21/2023	07/31/2023	13,500.00	SJC IT	104151254 - Maintenance Contracts	
					\$13,500.00			
Three-B Repair	125828	SJCC07102023	07/21/2023	07/31/2023	500.00	SJC ADMIN	104574615 - Contracts	
					\$500.00			
Thurman, Debbie	125795	DT07262023	07/31/2023	07/31/2023	100.00	FAIR JUDGE	104620240 - Office Expense	
					\$100.00			
Thurman, Kailee	125792	KT07262023	07/31/2023	07/31/2023	100.00	Fair Judge	104620240 - Office Expense	
					\$100.00			
TM Premier Services	125832	1572C	07/28/2023	07/31/2023	60.00	Mowing Service	104163310 - Professional and Technica	
TM Premier Services	125832	1572C	07/28/2023	07/31/2023	60.00	Mowing Service	104165310 - Professional and Technica	

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TM Premier Services	125832	1572C	07/28/2023	07/31/2023	80.00	Mowing Service	724167310 - Professional and Technica	
TM Premier Services	125832	1572C	07/28/2023	07/31/2023	80.00	Mowing Service	724168310 - Professional and Technica	
TM Premier Services	125832	1572C	07/28/2023	07/31/2023	120.00	Mowing Service	104161310 - Professional and Technica	
TM Premier Services	125832	1572C	07/28/2023	07/31/2023	140.00	Mowing Service	104166310 - Professional and Technica	
					\$540.00			
					\$540.00			
Town of Bluff	125861	20230725162545	07/28/2023	07/31/2023	1,932.10	SJC Aging	104672270 - Utilities	
					\$1,932.10			
Trinsio	125870	statement-103779	07/28/2023	07/31/2023	6,460.00	SJC IT	104255740 - Equipment Purchases	
					\$6,460.00			
Turk, Colby	125813	CT07232023	07/28/2023	07/31/2023	282.00	Travel Reimbursement	104211230 - Travel Expense	
					\$282.00			
U.S. Bank Corporate Payment	125871	CC12202022JB	06/30/2023	07/31/2023	19.18	4246-0470-0118-9890 - Jay Begay	104210610 - Miscellaneous Supplies	
U.S. Bank Corporate Payment	125871	CC12202022JB	06/30/2023	07/31/2023	795.37	4246-0470-0118-9890 - Jay Begay	104211610 - Miscellaneous Supplies	
U.S. Bank Corporate Payment	125871	CC12202022JB	06/30/2023	07/31/2023	6,448.61	4246-0470-0118-9890 - Jay Begay	104211230 - Travel Expense	
					\$7,263.16			
					\$7,263.16			
U.S. Bank Equipment Finance	125851	506226877	07/28/2023	07/31/2023	989.43	1080852	104150240 - Office Expense	
					\$989.43			
Upside Down and Backwards Tourin	EFT	UBDT07272023	07/31/2023	07/31/2023	10,000.00	Concert Payment	104620620 - Miscellaneous Services	
					\$10,000.00			
Utah Communications Authority	125767	INV-3373	07/25/2023	07/31/2023	10.00	SJC Sheriff	104210250 - Equipment Operation	
					\$10.00			
Utah Labor Commission	125786	23E0000001103	07/28/2023	07/31/2023	85.00	SJC Admin	104161310 - Professional and Technica	
					\$85.00			
Utah Navajo Health System	125784	345R23	07/28/2023	07/31/2023	70.00	CDL Physicals	214414620 - Miscellaneous Services	
					\$70.00			
Utah Retirement Systems	EFT	PR070923-3952	07/14/2023	07/31/2023	50.00	Traditional IRA	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR070923-3952	07/14/2023	07/31/2023	128.52	State Retirement - Post Retired	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR070923-3952	07/14/2023	07/31/2023	390.54	457 Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR070923-3952	07/14/2023	07/31/2023	445.87	401k Retirement - Post Retired	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR070923-3952	07/14/2023	07/31/2023	662.70	Roth IRA	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR070923-3952	07/14/2023	07/31/2023	723.46	Retirement Loan Repayment	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR070923-3952	07/14/2023	07/31/2023	6,250.16	401k Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR070923-3952	07/14/2023	07/31/2023	62,914.05	State Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR072323-3952	07/28/2023	07/31/2023	50.00	Traditional IRA	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR072323-3952	07/28/2023	07/31/2023	118.94	State Retirement - Post Retired	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR072323-3952	07/28/2023	07/31/2023	390.54	457 Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR072323-3952	07/28/2023	07/31/2023	445.87	401k Retirement - Post Retired	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR072323-3952	07/28/2023	07/31/2023	662.70	Roth IRA	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR072323-3952	07/28/2023	07/31/2023	723.46	Retirement Loan Repayment	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR072323-3952	07/28/2023	07/31/2023	6,323.56	401k Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR072323-3952	07/28/2023	07/31/2023	64,189.00	State Retirement	102224000 - Retirement Payable	
					\$144,469.37			
					\$144,469.37			

**San Juan County
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All Bank Accounts - 07/14/2023 to 08/03/2023**

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Utah State Treasurer	125877	20230714133126	07/21/2023	07/31/2023	100.00	Surcharge,Fines,Wildlife Resources	103222000 - Marriage Licenses	
Utah State Treasurer	125877	20230714133126	07/21/2023	07/31/2023	22,099.40	Surcharge,Fines,Wildlife Resources	103511000 - Justice Court Fines	
					<u>\$22,199.40</u>			
					\$22,199.40			
Verizon Wireless	125831	9925300630	06/30/2023	07/31/2023	272.10	665507629-00003	104211610 - Miscellaneous Supplies	
Verizon Wireless	125831	9937187617	07/28/2023	07/31/2023	265.78	265507612-00003	104151280 - Telephone	
					<u>\$537.88</u>			
					\$537.88			
Wagon, Anthony	125781	20230725171252	07/28/2023	07/31/2023	60.00	Refund of Bail	103511000 - Justice Court Fines	
					<u>\$60.00</u>			
					\$60.00			
Walker, Jacob	125817	JW04302023	07/28/2023	07/31/2023	294.00	Purchase Reimbursement	264350330 - Employee Education	
					<u>\$294.00</u>			
					\$294.00			
Wheeler Machinery Company	125872	PS001506630	07/28/2023	07/31/2023	163.66	SJC Road Dept	214412250 - Equipment Operation	
Wheeler Machinery Company	125872	PS001516552	07/28/2023	07/31/2023	525.77	SJC Road Dept	214412250 - Equipment Operation	
Wheeler Machinery Company	125872	PS001534319	07/28/2023	07/31/2023	2,078.26	SJC Road Dept	214412251 - Gas, Oil and Grease	
Wheeler Machinery Company	125872	PS001534319	07/28/2023	07/31/2023	5,677.80	SJC Road Dept	214412250 - Equipment Operation	
Wheeler Machinery Company	125872	PS001534871	07/28/2023	07/31/2023	254.92	SJC Road Dept	214412250 - Equipment Operation	
Wheeler Machinery Company	125872	PS001540662	07/28/2023	07/31/2023	212.56	SJC Road Dept	214412250 - Equipment Operation	
					<u>\$8,912.97</u>			
					\$8,912.97			
Workman, Corey	125814	CW07232023	07/28/2023	07/31/2023	282.00	PER DIEM	104211230 - Travel Expense	
					<u>\$282.00</u>			
					\$282.00			
					<u>\$528,792.45</u>			



COMMISSION STAFF REPORT

MEETING DATE: August 8, 2023

ITEM TITLE, PRESENTER: Employee Recognition

RECOMMENDATION: N/A

SUMMARY

To the following employees,

Laura Kemner, Clerk/Auditors
 Quincy Turk, EMS
 Allison Yamamoto-Sparks, Economic Development and Visitor Services
 Palmer Turk, Sheriff's Department
 Marty Shupe, Treasurer's
 Stacey Steele, Recorder's
 Damasio Alvarado, Road Department
 Randy Rarick, Assessor's
 Devlin McCarthy, Surveyor's
 Warren Keith, Facilities
 Mikaela Ramsay, Library
 Mitch Maughn, Attorney's
 Chante Sharrow, Public Health

I am delighted to extend my heartfelt appreciation and gratitude on behalf of County leadership for your exceptional dedication and hard work in all your work endeavors here at the County.

Your unwavering commitment to your role has not gone unnoticed. Your tireless efforts have been instrumental in ensuring the success of your department and have positively impacted our overall goals of serving the public. Your ability to consistently go above and beyond in your duties is truly commendable and sets you apart as an exemplary member of our team.

Your dedication to excellence and attention to detail are evident in every task you undertake. Your willingness to take on new challenges and your ability to handle them with grace and efficiency have been an inspiration to your colleagues.

We recognize the significant contributions you make each day, and we want to take this opportunity to express our sincerest gratitude for your hard work and dedication. Your efforts have not only made a difference in the County's success but have also contributed to the well-being of our community.

Sheila Stubbs Knight
430 W 100 S
Blanding, Utah, 84511

June 20, 2023

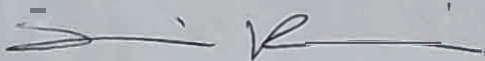
San Juan County Commission
117 S Main St
Monticello, Utah, 84535

Dear San Juan County Commissioners,

As the San Juan Republican Chair, and in the event of the recent and unfortunate passing of the elected county surveyor, it has come to my attention another candidate must be selected for the duration of this term.

After reviewing the criteria necessary for candidates and the options of those who fit this criterion, we select Brad Bunker of Monticello, Utah as the interim replacement. He is a registered professional engineer and professional land surveyor.

Regards,



Sheila Stubbs Knight

San Juan County Republican Chair

Brad Bunker, PE, PLS

P.O. Box 432, Monticello, Utah 84535 - bbunkersurvey@gmail.com - (435) 459-9152

Professional Profile

- Registered Professional Engineer in the State of Utah (No. 4769309-2203)...18 Years
- Registered Professional Land Surveyor in the State of Utah (No.4769309-2201)...14 Years
- Active Duty Military Service U.S. Navy (U.S. Navy Civil Engineer Corps)

Skill Sets:

- Unmanned Aerial Topography
- Engineering Design Review
- Site Data Collection
- Utility/Infrastructure Data Collection
- Water Rights
- GPS Topographic Mapping
- Boundary and Cadastral Survey
- Construction Survey/Stakeout
- Civil Design
- Computer Aided Drafting
- GPS/GIS
- Legal Description Preparation

Professional Experience

Bunker Engineering, LLC, Monticello, UT
September 2005 - Present

Civil Engineer / Land Surveyor (Self-Employed)

- Storm Water Management & Design
- Aerial and Terrestrial Topographic Mapping
- Subdivision Design
- GPS Mapping / GIS Implementation
- Cadastral and Boundary Surveying
- Contracted and/or work with private contractors, Architect/Engineer Firms, State of Utah, SITLA, USFS, BLM, Natural Resource Conservation Service, Utah Navajo Trust Fund, School Districts, San Juan County, Local Municipalities, Utility Companies, and more.

Platt & Platt Inc, Cedar City, UT
September 1998 – May 1999 & September 2005 - 2009

Land Surveyor

- Rodman, Plat Review, Design Review, Field technician
- Boundary, Topographic, and Construction Surveys
- Produce Plats using ACAD and Eagle Point
- Operate Survey Grade Topcon GPS System & Robotic Total Station
- Independently perform boundary surveys and produce recordable plats in San Juan County, UT

U.S. Navy Civil Engineer Corps (Misawa, Japan)
March 2004 – September, 2005

Public Works Officer

- Coordinated New Facility Construction Program (\$85M)
- Managed \$3.5M maintenance budget for 112 buildings
- Supervised 33 employees (8 Military, 3 Engineers, 1 Planner, 2 Financial, 1 Secretary, 4 Carpenters, 5 Transportation, 14 Maintenance)
- Provided Design Review for Constructability, Storm Water Management, Site Design, etc.
- Coordinated with Japanese Government and U.S. Air Force for all new construction on the Naval Air Facility, Misawa.
- Responsible for maintenance of the Hachinohe fuel pipeline (17 mile line)
- Provided facility planning for 5 & 10 year growth projections

U.S. Navy Civil Engineer Corps (Quantico, VA)
September, 2001 – February, 2004

Project Manager

- Managed: \$34M Hospital Renovation, \$4M Underground Utility Upgrade, and \$30M FBI Evidence Storage Facility Acquisition
- Provided day to day construction oversight
- Reviewed all design documents (specs, plans, etc.) for compliance with design requirements (constructability, site planning, storm water, structural, and administrative)
- Provided quality assurance oversight
- Responsible for jobsite safety inspection
- Managed all design changes and project modifications
- Responsible for all progress payments, invoicing, and project costs
- Coordinated project activities with local agencies (Cities, Counties, Army Corps, EPA, U.S. Marine Corps, FBI, DEA, etc.)

Education

Utah State University, Logan, UT

B.S. Civil Engineering

Graduated May 2001

Civil Engineer Corps Officer School, Port Hueneme, CA

January 2002 – April 2002

Software/Application Proficiencies :

AutoCAD Civil 3D, Pix4D, Global Mapper, Microsoft Office, Bluebeam

References

References available upon request.

**SAN JUAN COUNTY, UTAH
RESOLUTION NO 2023-06**

Item 5.

A RESOLUTION OF THE SAN JUAN COUNTY BOARD OF COMMISSIONERS APPOINTING BRAD BUNKER AS THE COUNTY SURVEYOR COMPLETING THE TERM VACATED OFFICIALLY ON JUNE 7, 2023, BY THE ELECTED COUNTY SURVEYOR KENT (SAM) B. CANTRELL WHICH TERM EXPIRES DECEMBER 31, 2024

WHEREAS, on June 7, 2023, the former County Surveyor unexpectedly passed away creating a vacancy for the elected office of County Surveyor; and

WHEREAS, on June 20, 2023, the Board of San Juan County Commissioners provided notice to the San Juan County Utah Republican Party pursuant to Utah Code, Section 20A-1-508, Midterm Vacancies in County Elected Officers-Temporary Manager-Interim Replacement of the vacancy and need to submit a name of the individual to serve as an interim replacement to serve out the unexpired term; and

WHEREAS, The San Juan County Utah Republican Party has submitted a letter and resume recommending Brad Bunker, a licensed Surveyor in the State of Utah to fill the remaining term; and

WHEREAS, the Board of San Juan County Commissioners appreciates the San Juan County Utah Republican Party and their letter of recommendation; and

WHEREAS, the Board of San Juan County Commissioners appreciates Brad Bunker’s willingness to serve in this capacity as a County Surveyor; and

WHEREAS, having a fully staffed Surveyor’s office and an officially appointed Licensed County Surveyor to fulfill the role and duties of a County Surveyor in continuation of the current term and duties in accordance with UCA 17-23 [duties of] County Surveyor is of the utmost importance to the County; and

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of San Juan County Commissioners appoint Brad Bunker as the County Surveyor whose term expires on December 31, 2024;

PASSED, ADOPTED, AND APPROVED by the Board of San Juan County Commissioners this 8th day of August 2023, by the following vote:

Those voting aye:

Those voting nay:

Those absent or abstaining:

BOARD OF SAN JUAN COUNTY COMMISSIONERS

Bruce Adams, Chair

ATTEST:

Lyman Duncan, Clerk/Auditor

#####

THOMAS W. PETERS - 8856
PETERS | SCOFIELD
A Professional Corporation
7430 Creek Road, Suite 303
Sandy, UT 84093
Telephone: (801) 322-2002
Facsimile: (801) 912-0320
Email: twp@psplawyers.com

Attorneys for the Petitioning Counties

BEFORE THE UTAH STATE TAX COMMISSION

<p>DAGGETT COUNTY, GRAND COUNTY, SAN JUAN COUNTY, SUMMIT COUNTY AND UINTAH COUNTY,</p> <p style="text-align: center;">Petitioners,</p> <p style="text-align: center;">-vs-</p> <p>PROPERTY TAX DIVISION OF THE UTAH STATE TAX COMMISSION <i>EX REL.</i>, MID AMERICA PIPELINE COMPANY, LLC, AND AFFECTED COUNTIES</p> <p style="text-align: center;">Respondent.</p>	<p style="text-align: center;">PETITIONING COUNTIES OBJECTION, REQUEST FOR HEARING, AND PETITION FOR REDETERMINATION (Cross Appeal)</p> <p style="text-align: center;">Appeal No. 23-957</p> <p style="text-align: center;">Judge: _____</p> <p style="text-align: center;">Tax Year: 2023 (Lien Date January 1, 2023)</p> <p style="text-align: center;">Property Type: Centrally Assessed</p>
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Pursuant to UTAH CODE ANN. § 59-2-1007 and Tax Commission Rule R861-1A-20, Daggett County, Grand County, San Juan County, Summit County and Uintah County (the "Counties"), by and through counsel, submit the following Objection, Request for Hearing, and Petition for Redetermination ("Petition") with respect to the 2023 assessment of the property of Mid America Pipeline Company, LLC, (the "Taxpayer" or "Mid America") by the Property Tax Division of the Utah State Tax Commission (the "Division").

This Petition is primarily filed for protective purposes because the amendments to UTAH CODE ANN. § 59-2-1007, effective as of January 1, 2016, are not clear as to the standing of the Counties as a party in the objection (“appeal”) initiated by the Taxpayer. The Counties contend that they already have standing as a party to the Taxpayer’s appeal, but this Petition ensures such standing.

In support of the objection, request and petition the Counties represent as follows:

1. Petitioners in this action are the above-named Counties. The Counties are represented by counsel and may be contacted at the address and telephone number listed above.
2. The tax at issue is the ad valorem tax of the Taxpayer’s centrally assessed properties for the tax year 2023 (January 1, 2023 lien date). The Utah value of the Taxpayer’s properties, as assessed by the Division, is \$207,182,010.00.
3. On or about May 26, 2023, the Taxpayer filed an objection and requested a hearing (“Taxpayer’s Appeal”). The Taxpayer’s Appeal was assigned Appeal No. 23-957.
4. The Counties bring this Petition pursuant to the provisions of UTAH CODE ANN. § 59-2-1007 and Tax Commission Rule R861-1A-20. Further, the Counties assert that the value placed on the Taxpayer’s property by the Division does not represent the full value of the property, as required by Article XIII, §§ 2 and 3 of the Utah Constitution and UTAH CODE ANN. § 59-2-201.
5. The Counties Objection, Request and Petition for Redetermination is supported by the following facts and arguments contained herein. Further, the Counties anticipate that additional facts will be discovered during the course of these

proceedings. The Counties reserve the right to amend and supplement this Objection, Request and Petition for Redetermination at such time as such additional facts are discovered.

6. The Utah Constitution requires that all taxable property be assessed according to its value, in money.¹ Statutory law implementing that mandate interprets “value” to mean “fair market value.”² Fair market value is the value at which property changes hands between a willing buyer and a willing seller, in an arms’-length transaction, neither party being under any compulsion, and both being in possession of all relevant facts. Neither the constitution nor the statutes governing taxation require the Division to assess property in such a way that the value determined will be a conservative estimate of the fair market value. The value at which property is taxed should represent, as closely as possible, the fair market value in order to ensure that all property bears its fair share of the tax burden. A conservative approach to valuation of centrally assessed property is not authorized under Utah law.

7. The Counties submit that Tax Commission Rule R884-24P-62 (the "Rule") is defective, on its face, in that it does not comply with constitutional and statutory mandates which require property to be assessed equally and at its fair market value. As applied, the Rule is discriminatory and violates the equal protection guarantees of the United States and Utah State Constitutions. The terms “market value” and “fair market value” presuppose a value conclusion based on current evidence from markets in which the subject property is traded.

8. As the Rule is applied by the Division, it precludes assessments from

¹ ARTICLE XIII, §§ 2(1) and 3(1).

² UTAH CODE ANN. § 59-2-103(1).

being made at fair market value; violates uniformity provisions of the Utah Constitution; and discriminates against locally assessed properties, illegally and unfairly shifting the tax burden to local commercial, industrial, and residential properties.

9. The Counties specific objections to the Division's value conclusion and the methodology employed by the Counties in arriving at an alternate value are discussed below:

a. The Division has made improper deductions in the cost and income indicator, while placing too much weight on the cost approach in the reconciliation process. The deductions and weighting result in an undervaluation of the Mid America's property for Utah assessment purposes.

b. The Division's valuation fails to perform and give consideration to traditional market indicators of value, which violates general appraisal principles and effectively understates the fair market value of the subject property. The terms "market value" and "fair market value" presuppose a value conclusion based on current evidence from markets in which the subject property is traded.

c. The Division's treatment of this taxpayer is erroneous.

d. The Division should have placed all of its weight on its income approaches to value.

10. The Counties submit that, after adjusting the Division's value to correct the errors identified above, the fair market value of the subject property as of the January 1, 2023 lien date should be at least \$208,182,010.00 for the Utah value, or as determined after appraisals and other information are exchanged in this matter.

WHEREFORE, the Counties requests that the Tax Commission enter an order determining the Utah taxable value of Mid America's properties to be at least

\$208,182,010.00, in accordance with the mandate of Article XIII, §§ 2 and 3 of the Utah Constitution, as implemented by the applicable laws of the State of Utah, or in such other amount as may be demonstrated by the Counties during these proceedings, and for such other and further relief as the Tax Commission may deem just and appropriate.

DATED this 25th day of July, 2023.

PETERS | SCOFIELD
A Professional Corporation

/s/ Thomas W. Peters
THOMAS W. PETERS
Attorneys for the Petitioning Counties

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing **PETITIONING COUNTIES OBJECTION, REQUEST FOR HEARING, AND PETITION FOR REDETERMINATION** was served, July 25th, 2023, in the manner and upon the recipients named below:

Utah State Tax Commission
Appeals Unit
taxappeals@utah.gov

David J. Crapo, John T. Deeds, & Nathan R. Firouzi
Attorneys for Mid America Pipeline Company, LLC
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/s/ Thomas W. Peters
THOMAS W. PETERS

SAN JUAN COUNTY COMMISSION RESOLUTION
AUTHORIZING THE FILING OF CROSS-APPEALS
FOR 2023 CENTRALLY ASSESSED PROPERTIES

RESOLUTION NO. 2023-05

ADOPTED August 8, 2023

A RESOLUTION OF THE SAN JUAN COUNTY COMMISSION APPROVING
THE FILING OF CROSS-APPEALS TO 2023 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 2023 assessment:

1. Mid America Pipeline LLC

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. 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 8th day of August, 2023.

SAN JUAN COUNTY COMMISSION

Bruce Adams, Chairman

ATTEST:

By: _____
Lyman W. Duncan
County Clerk/Auditor

APPROVED AS TO FORM:

County Attorney

Voting:

Bruce Adams, Chairman _____
Silvia Stubbs, Vice-Chair _____
Jamie Harvey _____

**SAN JUAN MENTAL HEALTH\SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2022**

**SAN JUAN MENTAL HEALTH/SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
(A COMPONENT UNIT OF SAN JUAN COUNTY)
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FOR THE YEAR ENDED DECEMBER 31, 2022**

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**SAN JUAN MENTAL HEALTH/SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
(A COMPONENT UNIT OF SAN JUAN COUNTY)
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SMUIN, RICH & MARSING

CERTIFIED PUBLIC ACCOUNTANTS

294 East 100 South

Price, Utah 84501

Phone (435) 637-1203 • Fax (435) 637-8708

Item 7.

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, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statement 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 fund of San Juan Mental Health/Substance Abuse Service District as of December 31, 2022, 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.

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 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 accounting principles generally accepted in the United States of America, 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 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 generally accepted auditing standards 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 inquires of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquires, 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 10, 2023, 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 10, 2023

**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, 2022**

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, 2022. All of the financial activity results from "business-type" activities.

FINANCIAL HIGHLIGHTS

- ❖ Total Revenues from business activities increased to \$3,795,848 in 2022 from \$3,633,662 in 2021. An increase of 4.46% in revenue for 2022 compared to an increase of 12.21% in 2021. (The increase in revenue is mainly attributable to an increase in charges for services.)
- ❖ Total business expenses increased to \$3,223,181 in 2022 from \$3,163,211 in 2021. An increase of 1.90% during 2022 compared to an increase of 2.15% in 2021. (The increase in expenditures is related to several factors, but mainly increases in salaries and wages, and professional services in 2022.)
- ❖ Non-operating revenues and expenses for the District are comprised of Interest earnings and expenses. Interest earnings for 2022 totaled \$19,515 as compared to \$3,105 for 2021. The increase in earnings is mainly due to increases in rates of interest. Interest expense for 2022 totaled \$16,138 as compared to \$15,461 for 2021. Interest expense is calculated per schedule.
- ❖ Net position during 2022 increased by \$576,044 as compared to a \$462,655 increase for 2021. The large difference is due to the District's increase in more revenue (4.78%), compared to a smaller increase in expenses (1.91%) in 2022.

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 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 helps 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 of 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 2022	BUSINESS- TYPE ACTIVITIES 2021
ASSETS		
Current and other assets	\$ 1,999,706	\$ 1,585,691
Noncurrent assets	<u>3,023,108</u>	<u>2,701,021</u>
Total assets	<u>\$ 5,022,814</u>	<u>\$ 4,286,712</u>
Deferred outflows of resources	<u>\$ 268,160</u>	<u>\$ 229,651</u>
Total assets and deferred outflows of resources	<u>\$ 5,290,974</u>	<u>\$ 4,516,363</u>
LIABILITIES		
Current and other liabilities	\$ 233,202	\$ 199,613
Long-term liabilities	<u>842,885</u>	<u>947,740</u>
Total liabilities	<u>\$ 1,076,087</u>	<u>\$ 1,147,353</u>
Deferred inflows of resources	<u>\$ 556,768</u>	<u>\$ 286,935</u>
Total liabilities and deferred inflows of resources	<u>\$ 1,632,855</u>	<u>\$ 1,434,288</u>
NET POSITION		
Net investment in capital assets	\$ 1,822,322	\$ 1,868,341
Restricted	830,900	798,078
Unrestricted	<u>1,004,897</u>	<u>415,656</u>
Total net position	<u><u>\$ 3,658,119</u></u>	<u><u>\$ 3,082,075</u></u>

The net position total of the District for 2022 is \$3,658,119. *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 \$1,004,897. 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 ninety days of operational budget, funds for compensated absences and capital outlay, as well as the bond reserve requirements. The balance has changed from 2021 to 2022. 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, 2022, is 8.57 compared to 7.94 for 2021. The District's ratio indicates a high liquidity position with an increase during the current year.

	BUSINESS-TYPE ACTIVITIES 2022	BUSINESS-TYPE ACTIVITIES 2021
	<u>2022</u>	<u>2021</u>
REVENUES		
Program Revenues:		
Charges for services	\$ 2,018,534	\$ 1,854,455
Grants and contributions	1,752,392	1,755,496
General Revenues:		
Interest income - not restricted	19,515	3,105
Other revenues	24,922	28,271
	<u>3,815,363</u>	<u>3,641,327</u>
EXPENSES		
Program Expense:		
Salaries and fringe	\$ 1,680,834	\$ 1,782,312
Consulting\contract services	450,072	372,371
Materials and supplies	105,046	126,251
Utilities	39,442	38,753
Insurance	46,040	48,380
Depreciation	128,752	123,373
Repairs and maintenance	7,158	5,249
Medicaid match	439,850	437,400
Other	342,125	244,583
	<u>3,239,319</u>	<u>3,178,672</u>
Change in net position	<u>\$ 576,044</u>	<u>\$ 462,655</u>
Net position - beginning	\$ 3,082,075	\$ 2,619,420
Net position - ending	<u>3,658,119</u>	<u>3,082,075</u>
Change in net position	<u>\$ 576,044</u>	<u>\$ 462,655</u>

The District's increase in net position is due to many factors, the main factors are as follows: The District had \$164,079 more in charges from services. 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 realizes that fluctuations will occur from year to year and all need to work together to achieve our goals. The District believes that changes might need to be made to continue to be effective in the future.

CASH SOURCES AND USES

	<u>2022</u>	<u>2021</u>
Beginning cash balance as of January 1,	\$ 1,160,180	\$ 1,157,945
Change in operating net position:	\$ 572,667	\$ 470,451
Depreciation (source of cash)	128,752	123,373
Accounts receivable decrease (source of cash)	1,144	5,695
Due from other governments decrease (source of cash)	136,649	(2,676)
Prepaid expenses increase (use of cash)	(2,026)	2,744
Net pension asset increase (use of cash)	(397,585)	
Deferred outflows of resources increase (use of cash)	(38,509)	(11,827)
Accounts payable increase (source of cash)	21,972	(294,651)
Wages and payroll liabilities increase (source of cash)	10,793	(46,935)
Deferred inflows of resources increase (source of cash)	269,833	112,234
Net pension liability decrease (use of cash)	(38,123)	(226,692)
Compensated absences decrease (use of cash)	(36,873)	(32,551)
Interest income (source of cash)	19,515	3,105
Capital asset costs and debt payments (use of cash)	(98,427)	(100,035)
Total change in net assets	<u>\$ 549,782</u>	<u>\$ 2,235</u>
Ending cash balance as of December 31,	<u>\$ 1,709,962</u>	<u>\$ 1,160,180</u>

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 to oversee 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 are 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, 2022, the District had \$803,201 in capital leases payable. More detailed information about the District's long-term liabilities is presented in note 11 on page 38 of this report.

CAPITAL ASSETS

As of December 31, 2022, the District had net capital assets of \$2,625,253. The following table shows the balance of assets.

**Capital Assets at Year-end
(Net of Depreciation)
2022 and 2021**

	Business-Type Activities	
	2022	2021
Land	\$ 126,000	\$ 126,000
Work in process		
Buildings	2,361,145	2,457,889
Improvements	28,484	18,976
Equipment	109,894	98,156
Net capital assets	<u>\$ 2,625,523</u>	<u>\$ 2,701,021</u>

This year's major additions included: Purchase of rock ground cover, Sharp Copier, and a 2023 GMC Acadia.

BUDGETARY HIGHLIGHTS

The 2022 budget was adopted for the current year on December 13, 2021. 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 \$3,671,922 and there was no amended budget. After the auditor's adjustments, the actual expenditures amounted to \$3,239,319.

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 our service to clients. It has increased revenue and improved ability to provide services to residents of San Juan County. San Juan County commissioners have been very supportive of the move despite their increased financial obligation to provide funds for Medicaid Match. Additionally, 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. As additional funding becomes available, services will be extended to more area schools. 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 look for areas of need in our county and point appropriate resources there. San Juan Counseling anticipates extending outpatient and day treatment services in Monticello and Mexican Hat in 2023 and beyond. This will increase the footprint and service opportunities for more county residents in need.

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, 2022**

BUSINESS-TYPE ACTIVITY
ENTERPRISE FUND

MENTAL HEALTH FACILITY

ASSETS AND DEFERRED OUTFLOWS OF RESOURCES

Current Assets:

Cash and cash equivalents	\$ 1,686,049
Cash and cash equivalents - restricted	23,913
Investment, at cost	1,575
Accounts receivable (net, after allowance)	9,098
Due from other governments	246,090
Prepaid expenses	32,981
	<hr/>
Total current assets	\$ 1,999,706

Noncurrent Assets:

Net pension asset	\$ 397,585
	<hr/>
Total net pension asset	\$ 397,585

Capital Assets: (net)

Land	\$ 126,000
Buildings	2,361,145
Improvements	28,484
Equipment	109,894
	<hr/>
Total noncurrent assets	\$ 3,023,108

Deferred outflows of resources - related to pensions	\$ 268,160
	<hr/>

Total deferred outflows of resources	\$ 268,160
	<hr/>

Total assets and deferred outflows of resources	\$ 5,290,974
	<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)
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
DECEMBER 31, 2022

BUSINESS-TYPE ACTIVITY
ENTERPRISE FUND

MENTAL HEALTH FACILITY

LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION

Current liabilities:

Accounts payable	\$ 59,138
Accrued wages payable	90,729
Payroll taxes payable	51,190
Accrued interest payable	6,805
Capital leases payable - Due within one year	<u>25,340</u>
 Total current liabilities	 <u>\$ 233,202</u>

Noncurrent liabilities:

Compensated absences	\$ 65,024
Capital leases payable - Due in more than one year	<u>777,861</u>
 Total noncurrent liabilities	 <u>\$ 842,885</u>

Deferred inflows of resources - related to pensions	<u>\$ 556,768</u>
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Total deferred inflows of resources	<u>\$ 556,768</u>
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Total liabilities and deferred inflows of resources	<u>\$ 1,632,855</u>
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NET POSITION

Net Investment in capital assets	\$ 1,822,322
Restricted for debt and capital outlay	830,900
Unrestricted	<u>1,004,897</u>

Total net position	<u>\$ 3,658,119</u>
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Total liabilities, deferred inflows of resources and net position	<u><u>\$ 5,290,974</u></u>
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"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, 2022**

	BUSINESS-TYPE ACTIVITY ENTERPRISE FUND
	MENTAL HEALTH FACILITY
Operating Revenues:	
Charge for services - Medicaid/Private pay/Other	\$ 2,018,534
Intergovernmental	1,752,392
Miscellaneous	24,922
Total operating revenue	\$ 3,795,848
Operating Expenses:	
Salaries and benefits	\$ 1,680,834
Subscriptions and memberships	1,918
Professional services	450,072
Travel	28,789
Office expense	21,751
Utilities	39,442
Operating supplies	105,046
Depreciation	128,752
Maintenance and operation	7,158
Training	18,089
Insurance	46,040
Board expenses	2,205
Food	34,413
Clinical material	820
Clinical medication	4,340
Communications	16,799
Vehicle expense	15,020
Hospitalization	137,452
Medicaid match	439,850
Bank charges	6,881
Mortgage/Rent expense	26,714
Miscellaneous	10,796
Total operating expenses	\$ 3,223,181
Operating income (loss)	\$ 572,667

"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, 2022**

	BUSINESS-TYPE ACTIVITY ENTERPRISE FUND
	MENTAL HEALTH FACILITY
Non-operating Revenues (Expenses)	
Interest income	\$ 19,515
Debt interest/fees	<u>(16,138)</u>
Total non-operating revenues (expenses)	<u>\$ 3,377</u>
Change in net position	\$ 576,044
Total net position, January 1, 2022	<u>3,082,075</u>
Total net position, December 31, 2022	<u><u>\$ 3,658,119</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, 2022**

Cash flows from operating activities:		
Cash received for services	\$ 2,019,678	
Cash payments to suppliers for goods and services	(1,393,649)	
Cash payments to employees for services	(1,911,298)	
Intergovernmental	1,889,041	
Other operating revenues	<u>24,922</u>	
Net cash provided (used) by operating activities		\$ 628,694
Cash flows from capital and related financing activities:		
Acquisition of capital assets	<u>\$ (53,254)</u>	
Net cash provided (used) by noncapital financing activities		(53,254)
Cash flows from investing and related financing activities:		
Principal paid on revenue bonds	\$ (29,479)	
Interest/fees paid on revenue bonds	<u>(15,694)</u>	
Net cash provided by capital and related financing activities		(45,173)
Cash flow from investing activities:		
Interest on investments received	<u>\$ 19,515</u>	
Net cash provided by investing activities		<u>19,515</u>
Net increase/(decrease) in cash and cash equivalents		\$ 549,782
Cash and cash equivalents at January 1, 2022		<u>1,160,180</u>
Cash and cash equivalents at December 31, 2022		<u><u>\$ 1,709,962</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, 2022

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

Operating income (loss)		\$ 572,667
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation	\$ 128,752	
Change in assets and liabilities:		
Decrease in due from other governments	136,649	
Decrease in accounts receivable	1,144	
Increase in prepaid expense	(2,026)	
Increase in net pension asset	(397,585)	
Increase in deferred outflows of resources	(38,509)	
Increase in accounts payable	21,972	
Increase in wages payable	9,041	
Increase in accrued liabilities	1,752	
Decrease in net pension liabilities	(38,123)	
Increase in deferred inflows of resources	269,833	
Decrease in compensated absences	(36,873)	
Total adjustments		56,027
Net cash used by operating activities		\$ 628,694

"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, 2022**

	PRIVATE PURPOSE TRUST
<u>ASSETS</u>	
Cash and cash equivalents	\$ 12,667
Total assets	\$ 12,667
<u>LIABILITIES AND NET POSITION</u>	
Liabilities	
Total liabilities	\$...
Net position	
Held in trust	\$ 12,667
Total net position	\$ 12,667
Total liabilities and net position	\$ 12,667

"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, 2022**

	<u>PRIVATE PURPOSE TRUST</u>
ADDITIONS/CONTRIBUTIONS:	
Social security administration	<u>\$ 121,680</u>
Total additions	<u>\$ 121,680</u>
DEDUCTIONS:	
Client expenses	<u>\$ 121,925</u>
Total deductions	<u>\$ 121,925</u>
Change in net position	<u>\$ (245)</u>
NET POSITION - Beginning of the year	<u>\$ 12,912</u>
NET POSITION - End of the year	<u><u>\$ 12,667</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)
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2022**

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.
- 3) Commercial paper, which is rated P-a by Moodys Investment Services or A-a by Standard and Poors, Inc., having a remaining term to maturity of 180 days or less.
- 4) Banker's acceptances.
- 5) Other negotiable deposits of \$100,000 or more.
- 6) Obligations of the U.S. Treasury.
- 7) Obligations issued or guaranteed by some agencies or instrumentalities of the United States.
- 8) Tax anticipation and general obligation bonds of state and local governmental units.
- 9) Various other loans in accordance with Section 52-7-17 of the Utah Code Annotated 1953.

1. **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

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.

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, the statement of financial position reports a separate section for deferred outflows 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 so will *not* be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position reports 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 so will *not* be recognized as an inflow of resources (revenue) until that time. The District reports one of these items, which qualifies for reporting in this category.

K. Pensions

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/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, 2022, an allowance for doubtful accounts of \$2,964 has been recorded against the accounts receivable balance of \$12,062.

3. **BUDGET VARIANCE**

During the year ended December 31, 2022, the District did not overspend their budget in the Enterprise Fund.

4. **CAPITAL ASSETS**

Capital asset activity for the year ended December 31, 2022 was as follows:

	<u>Balance</u> <u>12-31-21</u>	<u>Additions</u>	<u>Contributions &</u> <u>Adjustments</u>	<u>Balance</u> <u>12-31-22</u>
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	\$ 2,902,303			\$ 2,902,303
Improvements	78,712	\$ 11,700		90,412
Equipment	414,790	41,554		456,344
Total capital assets being depreciated	<u>\$ 3,395,805</u>	<u>\$ 53,254</u>	<u>\$...</u>	<u>\$ 3,449,059</u>
Less accumulated depreciation for:				
Buildings	\$ (444,414)	\$ (96,744)		\$ (541,158)
Improvements	(59,736)	(2,192)		(61,928)
Equipment	(316,634)	(29,816)		(346,450)
Total accumulated depreciation	<u>\$ (820,784)</u>	<u>\$ (128,752)</u>	<u>\$...</u>	<u>\$ (949,536)</u>
Total capital assets, being depreciated, net	<u>\$ 2,575,021</u>	<u>\$ (75,498)</u>	<u>\$...</u>	<u>\$ 2,499,523</u>
Business-type activities capital assets, net	<u>\$ 2,701,021</u>	<u>\$ (75,498)</u>	<u>\$...</u>	<u>\$ 2,625,523</u>

5. 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, 2022, the bank balance of the District's deposits was \$616,482 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 \$366,482.

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.

5. 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.

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, 2022, the District had the following recurring fair value measurements.

	12/31/2022	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		\$ 1,111,753	\$ 1,575
Total investments	\$ 1,113,328	\$...	\$ 1,111,753	\$ 1,575

5. DEPOSITS AND INVESTMENTS (Continued)

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;
- 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, 2022 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, 2022, the District's investments had the following maturities:

<u>Investment Type</u>	12/31/2021 Fair Value	Investment Maturities (in years)			
		Less Than 1	1-5	6-10	More Than 10
<u>Debt Securities</u>					
Stock in Health Risk Group	\$ 1,575	\$ 1,575			
Utah Public Treas. Invest. Fund	1,111,753	1,111,753			
Total investments	<u>\$ 1,113,328</u>	<u>\$ 1,113,328</u>	<u>\$...</u>	<u>\$...</u>	<u>\$...</u>

5. 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, 2022, the District's investments had the following quality ratings:

<u>Investment Type</u>	<u>12/31/2022 Fair Value</u>	<u>Quality Rating</u>
<u>Debt Securities</u>		
Stock in Health Risk Group	\$ 1,575	Unrated
Utah Public Treas. Invest. Fund	1,111,753	Unrated
Total investments	<u>\$ 1,113,328</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 counterparty, 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, 2022 were held by the District or in the District's name by the District's custodial banks with qualified depositories totaling \$1,111,753 where the underlying securities were uninsured and held by the investment's counterparty the Utah Public Treasurer's Investment Fund.

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. The Utah Retirement Systems are comprised of the following pension trust funds:

- 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 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 E. 200 S, Salt Lake City, Utah 84102 or visiting the website: www.urs.org/general/publications.

7. PENSION PLAN (Continued)

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, 2022 are as follows:

	Employee Paid	Paid by Employer	Employer 401(k)
Contributory System			
111 - Local Governmental Division Tier 2	N/A	16.01%	0.18%
Noncontributory System			
15 - Local Governmental Division Tier 1	N/A	17.97%	N/A
Tier 2 DC Only			
211 - Local Government	N/A	6.19%	10.00%

***Tier 2 rates include a statutory required contribution to finance the unfunded actuarial liability of the Tier 1 plans

7. PENSION PLAN (Continued)

For the fiscal year ended December 31, 2022, the employer and employee contributions to the System were as follows:

System	Employer Contributions	Employee Contributions
Noncontributory System	\$ 75,490	N/A
Tier 2 Public Employees System	86,526	
Tier 2 DC Only System	7,251	N/A
Total Contributions	\$ 169,267	\$...

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.

Combined Pension Assets, Liabilities, Expense, and Deferred Outflows and Inflows of Resources Related to Pensions

At December 31, 2022, we reported a net pension asset of \$397,585 and a net pension liability of \$0.

	<u>(Measurement Date): December 31, 2021</u>				
	Net Pension Asset	Net Pension Liability	Proportionate Share	Proportionate Share Dec. 31, 2020	Change (Decrease)
Noncontributory System	\$ 386,720		0.0675245%	0.0686538%	-0.0011293%
Tier 2 Public Employees System	10,865		0.0256710%	0.0202172%	0.0054538%
Total Net Pension Asset/Liability	\$ 397,585	\$...			

The net pension asset and liability were measured as of December 31, 2021, and the total pension liability used to calculate the net pension asset and liability was determined by an actuarial valuation as of January 1, 2021 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, 2022, we recognized pension expense of \$(35,265).

7. **PENSION PLAN (Continued)**

At December 31, 2022, we reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows Of Resources</u>	<u>Deferred Inflows Of Resources</u>
Differences between expected and actual experience	\$ 45,783	\$ 1,400
Changes in assumptions	46,426	2,599
Net difference between projected and actual earnings on pension plan investments		547,513
Changes in proportion and differences between contributions and proportionate share of contributions	6,685	5,256
Contributions subsequent to the measurement date	<u>169,266</u>	
Total	<u>\$ 268,160</u>	<u>\$ 556,768</u>

\$169,266 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, 2021.

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>
2022	\$ (94,127)
2023	(156,269)
2024	(130,805)
2025	(89,183)
2026	2,141
Thereafter	10,370

7. **PENSION PLAN (Continued)**

Noncontributory System pension Expense, and Deferred Outflows and Inflows of Resources.

For the year ended December 31, 2022, we recognized pension expense of \$(73,021).

At December 31, 2022, 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	\$ 40,505	
Changes in assumptions	36,295	\$ 2,496
Net difference between projected and actual earnings on pension plan investments		520,667
Changes in proportion and differences between contributions and proportionate share of contributions		5,235
Contributions subsequent to the measurement date	<u>75,490</u>	
Total	<u>\$ 152,290</u>	<u>\$ 528,398</u>

\$75,490 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, 2021.

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>
2022	\$ (89,112)
2023	(149,932)
2024	(126,143)
2025	(86,511)
2026	-
Thereafter	-

7. **PENSION PLAN (Continued)**

Tier 2 Public Employees System Pension Expense, and Deferred Outflows and Inflows of Resources

For the year ended December 31, 2022, we recognized pension expense of \$37,757

At December 31, 2022, 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	\$ 5,278	\$ 1,400
Changes in assumptions	10,131	103
Net difference between projected and actual earnings on pension plan investments		26,846
Changes in proportion and differences between contributions and proportionate share of contributions	6,685	21
Contributions subsequent to the measurement date	<u>93,777</u>	
Total	<u>\$ 115,871</u>	<u>\$ 28,370</u>

\$93,777 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, 2021.

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>
2022	\$ (5,015)
2023	(6,437)
2024	(4,662)
2025	(2,672)
2026	2,141
Thereafter	10,370

7. PENSION PLAN (Continued)

Actuarial assumptions: The total pension liability in the December 31, 2021, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.50 percent
Salary increases	3.25-9.25 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, 2020. The retired mortality tables are developed using URS retiree experience and are based upon gender, occupation, and age as appropriate with projected improvement using 80% of the ultimate rates from the MP-2019 improvement assumption 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, 2021, valuation were based on the results of an actuarial experience study for the five year period ending December 31, 2019.

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:

Asset Class	Expected Return Arithmetic Base		
	Target Asset Allocation	Real Return Arithmetic Basis	Long-term expected portfolio real rate of return
Equity securities	37.00%	6.58%	2.43%
Debt securities	20.00%	(0.28)%	(0.06)%
Real assets	15.00%	5.77%	0.87%
Private equity	12.00%	9.85%	1.18%
Absolute return	16.00%	2.91%	0.47%
Cash and cash equivalents	0.00%	(1.01)%	0.00%
Totals	100%		4.89%
		Inflation	2.50%
		Expected arithmetic nominal return	7.39%

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.

7. PENSION PLAN (Continued)

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 to determine the total pension liability. The discount rate does not use the Municipal Bond Index Rate. The discount rate was reduced from 6.95% to 6.85% from the prior measurement date.

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 would be if it were calculated using a discount rate that is 1-percentage-point lower (5.85 percent) or 1-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	\$ 207,951	\$ (386,720)	\$ (882,857)
Tier 2 Public Employees System	64,736	(10,865)	(68,910)
Total	\$ 272,687	\$ (397,585)	\$ (951,767)

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

7. **PENSION PLAN (Continued)**

Employee and employer contributions to the Utah Retirement Defined Contribution Savings Plans for fiscal year ended December 31, were are follows:

	<u>2022</u>	<u>2021</u>	<u>2020</u>
401 (k) Plan			
Employer contribution	\$ 19,504	\$ 28,943	\$ 25,885
Employee contribution	5,905	14,712	20,446
Roth IRA Plan			
Employer contribution	N/A	N/A	N/A
Employee contribution	14,400	11,549	10,933

Pension Beginning and Ending Values

GASB 68 schedule	Beginning Values			Ending Values		
	NPL/(NPA)	Asset	Liability	NPL/(NPA)	Asset	Liability
Noncontributory	\$ 35,215		\$ 35,215	\$ (386,720)	\$ (386,720)	
Contributory						
Public Safety						
Firefighters						
Judges						
Governors & Legislators						
Tier 2 Public Employees	2,908		2,908	(10,865)	(10,865)	
Tier 2 Public Safety & Firefighters						
Total	\$ 38,123	\$...	\$ 38,123	\$ (397,585)	\$ (397,585)	\$...

Retirement System	Net Pension Liability/(Asset) at 12/31/20			Net Pension Liability/(Asset) at 12/31/21		
	System Total NPL/(NPA)	Proportionate Share	Beginning Values	System Total NPL/(NPA)	Proportionate Share	Ending Values
Noncontributory						
Local Government	\$ 51,294,272	0.0686538%	\$ 35,215	\$ (572,710,696)	0.067525%	\$ (386,720)
Tier 2 Public Employees	14,382,778	0.0202172%	2,908	(42,323,712)	0.025671%	(10,865)
Total	\$ 65,677,050		\$ 38,123	\$ (615,034,408)		\$ (397,585)

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. CONTINGENT OBLIGATIONS

San Juan Mental Health\Substance Abuse Special Service District is subject to one potential obligation as of December 31, 2022. The potential obligation where loss to the District is reasonably possible has not been accrued; however, District management and Counsel estimate such loss to total \$72,057. The outcome of this potential obligation has not been determined at this time.

11. LONG-TERM DEBT

Annual debt requirements to maturity for capital leases are as follows:

Year Ending December 31,	Interest	Principal	Total
2023	\$ 15,163	\$ 25,340	\$ 40,503
2024	14,693	25,720	40,413
2025	14,217	25,720	39,937
2026	13,741	26,100	39,841
2027	13,260	27,480	40,740
2028-2032	58,539	142,440	200,979
2033-2037	44,664	156,660	201,324
2038-2042	29,362	172,260	201,622
2042-2047	12,447	190,000	202,447
2048	286	11,481	11,767
	<u>\$ 216,372</u>	<u>\$ 803,201</u>	<u>\$ 1,019,573</u>

11. LONG-TERM DEBT (Continued)

Capital Leases – Capital lease payable at December 31, 2022, 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.	\$				491,720
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					311,481
Total	\$				803,201

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:

Due Date - March 1,	Interest	Principal	Total
2023	\$ 7,376	\$ 16,340	\$ 23,716
2024	7,131	16,720	23,851
2025	6,880	16,720	23,600
2026	6,629	17,100	23,729
2027	6,373	17,480	23,853
2028-2032	27,879	90,440	118,319
2033-2037	20,879	97,660	118,539
2038-2042	13,327	105,260	118,587
2043-2047	5,187	114,000	119,187
	\$ 101,661	\$ 491,720	\$ 593,381

11. LONG-TERM DEBT (Continued)

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:

<u>Due Date - December 1,</u>	<u>Interest</u>	<u>Principal</u>	<u>Total</u>
2023	\$ 7,787	\$ 9,000	\$ 16,787
2024	7,562	9,000	16,562
2025	7,337	9,000	16,337
2026	7,112	9,000	16,112
2027	6,887	10,000	16,887
2028-2032	30,660	52,000	82,660
2033-2037	23,785	59,000	82,785
2038-2042	16,035	67,000	83,035
2043-2047	7,260	76,000	83,260
2048	286	11,481	11,767
	<u>\$ 114,711</u>	<u>\$ 311,481</u>	<u>\$ 426,192</u>

Listed below is the change in long-term debt during the year ended December 31, 2022.

	<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	\$ 832,680		\$ 29,479	\$ 803,201	\$ 25,340
Business-type activity long-term liabilities	<u>\$ 832,680</u>	<u>\$...</u>	<u>\$ 29,479</u>	<u>\$ 803,201</u>	<u>\$ 25,340</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	\$	23,913
Medicaid (90-day operational budget)		613,211
Liability for compensated absences		65,024
Reserve for depreciation		<u>128,752</u>
	\$	<u><u>830,900</u></u>

13. 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.

**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, 2022**

		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%
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%

* 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, 2022**

	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%
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%
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%

* 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, 2022**

CHANGES IN ASSUMPTIONS:

The investment return assumption was decreased by 0.10% to 6.85% for use in the January 1, 2021 actuarial evaluation. This assumption change was based on analysis performed by the actuary and adopted by the Utah State Retirement Board. In aggregate, this assumption change resulted in a \$509 million increase in the Total Pension Liability, which is about 1.3% of the Total Pension Liability as of December 31, 2020 for all systems combined. The demographic assumptions were reviewed and updated in the January 1, 2020 actuarial evaluation and are currently scheduled to be reviewed in the year 2023.

**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 7.

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, 2022, 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 10, 2023.

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 10, 2023

SMUIN, RICH & MARSING

CERTIFIED PUBLIC ACCOUNTANTS

294 East 100 South

Price, Utah 84501

Phone (435) 637-1203 • Fax (435) 637-8708

Item 7.

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)'s 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, 2022.

Public Treasurer's Bond
Fund Balance
Utah Retirement Systems

Budgetary Compliance
Fraud Risk Assessment

Management's Responsibility

Management is responsible for compliance with the state requirements referred to above.

Auditor's Responsibility

Our responsibility is to express an opinion on San Juan Mental Health/Substance Abuse Special Service District's compliance based on our audit of the state compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the *State Compliance Audit Guide*. Those standards and the *State Compliance Audit Guide* require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the state compliance requirements referred to above that could have a direct and material effect on a state compliance requirement occurred. An audit includes examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each state compliance requirements referred to above. However, our audit does not provide a legal determination of the District's compliance with those requirements.



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, 2022.

Other Matters

The results of our auditing procedures disclosed no instance of noncompliance.

Report on Internal Control Over Compliance

Management of San Juan Mental Health/Substance Abuse Special Service District is responsible for establishing and maintaining effective internal control over compliance with the state compliance requirements referred to above. In planning and performing our audit of compliance, we considered the District's internal control over compliance with the state compliance requirements referred to above to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance with those state compliance requirements 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 internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the District's 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 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 first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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 *State Compliance Audit Guide*. Accordingly, this report is not suitable for any other purpose.

SMUIN, RICH & MARSING



Price, Utah

June 10, 2023



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

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 they have received and reviewed the independent audit and have participated in a formal interview with the provider's Executive Officers. (See Utah Codes 62A-15-110(1)(d) and 62A-15-713(4))

That an independent audit shall be conducted pursuant to title 51-02 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 are 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



COMMISSION STAFF REPORT

MEETING DATE: August 1, 2023

ITEM TITLE, PRESENTER: Contract for Brand USA Partner Program for Germany by Elaine Gizler, Economic Development and Visitor Services Director.

RECOMMENDATION: Action

SUMMARY: San Juan County will participate in the 2024 Brand USA Global Inspiration Program with one ad that will provide

Two million impressions with links to content on www.Visittheusa.com. There will be 150,000 print copies distributed that will feature

San Juan County in Canada. In the market, the date will be May 2024 through April 2025. San Juan County will feature one of the critical

landscapes with inspirational content.

HISTORY/PAST ACTION. SJC participated in this for the year 2022.

FISCAL IMPACT: \$5463 This will come out of the Economic Development Budget in 2024

Certificate Of Completion

Envelope Id: BD6E0F394176418289AC996AC9549B25	Status: Sent
Subject: Brand USA Partner Programs Partner Agreement	
Source Envelope:	
Document Pages: 3	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	John Deleva
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	6751 Professional Pkwy W., Suite 200
	Sarasota, FL 34240
	john.deleva@milespartnership.com
	IP Address: 23.96.193.24

Record Tracking

Status: Original	Holder: John Deleva	Location: DocuSign
7/27/2023 2:39:31 PM	john.deleva@milespartnership.com	

Signer Events	Signature	Timestamp
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Sales Contact		Sent: 7/27/2023 2:39:47 PM
egizler@sanjuancounty.org		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Miles Partnership Billing
 george.howe@milespartnership.com
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

John DeLeva
 john.deleva@milespartnership.com
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: 5/4/2017 12:10:52 AM
 ID: b346e9c6-0af8-4a1e-b4fd-d427507fc1c7

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	7/27/2023 2:39:47 PM
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Payment Events	Status	Timestamps
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Miles Media Group, Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mike.tompkins@milespartnership.com

To advise Miles Media Group, Inc. of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at mike.tompkins@milespartnership.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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 - ii. send us an e-mail to mike.tompkins@milespartnership.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent..
- The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> • Allow per session cookies • Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree" button below.

By checking the "I Agree" box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Miles Media Group, Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Miles Media Group, Inc. during the course of my relationship with you.



COMMISSION STAFF REPORT

MEETING DATE: August 1, 2023

ITEM TITLE, PRESENTER: Approval of San Juan County - FY2023 Nurse Home Visiting - San Juan County Health Department Amendment 2 by Grant Sunada, Public Health Director

RECOMMENDATION: Approval

SUMMARY

The general purpose of this contract is to provide the Parents as Teachers evidence-based home visiting program to high-risk mothers in Utah with nurse (registered nurse) home visitors.

San Juan Public Health shall ensure all home visits are provided exclusively to Families at Risk as defined by this contract, and that families receiving home visits (1) have an eligible child up to age 5 or (2) are pregnant.

Stressors that qualify families for the program can include young parents, child with a chronic condition and/or disability, parent with mental health challenges, parent without a high school diploma, parents who are low income, parents who are recent migrants or refugees, parents who have substance use disorder, child in foster care or with other temporary caregiver, family with child abuse or neglect, housing instability, parent incarcerated during the child's lifetime, very low birthweight and preterm birth, death in the immediate family, intimate partner violence, or parent deployment. Parents are required to be Utah residents.

Screenings and assessments are used to support child development, parenting skills, and health promotion. This allows for targeted referrals to health and social resources. Visits are typically twice a month based on need with monthly group connection activities.

The expected caseload for this contract period is 16 families, which reflects the requirement of 18 families per 1.0 FTE and 0.875 FTE home visitors. Maintenance of these numbers shall follow the guidelines on Caseload Standards in Article 5.2.

HISTORY/PAST ACTION

Approval.

FISCAL IMPACT

San Juan Public Health will be reimbursed from the State of Utah General Fund up to \$149,263, which must be expended between July 1, 2023 through June 30, 2024.



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

2216403

Department Log Number

222701625

State Contract Number

1. **CONTRACT NAME:** The name of this contract is FY2023 Nurse Home Visiting - San Juan County Health Department Amendment 2.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DEPARTMENT) 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 update the special provisions, change the termination date, and add funding to the agreement.

4. **CHANGES TO CONTRACT:**

1. The contract termination date is being changed. The original contract termination date was 6/30/23. The contract period is being increased by one year. The new termination date is 06/30/24.
2. Attachment A, effective 07/01/23, is replacing Attachment A, which was effective 07/01/22.
3. The contract amount is being changed. The original amount was \$95,000. The funding amount will be increased by \$149,263 in state funds. New total funding is \$244,263.

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0%

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

5. **EFFECTIVE DATE OF AMENDMENT:** This amendment is effective 07/01/2023.
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.

C. Utah Department of Health & Human Services General Provisions and Business Associate Agreement currently in effect until 6/30/2023.

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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**STATE NURSE HOME VISITING PROGRAM
ATTACHMENT B: SCOPE OF WORK**

Article 1
DEFINITIONS

1.1 In this contract, the following definitions apply:

“**ASQ-3**” means the Brookes Publishing Co. Ages and Stages Questionnaire.

“**ASQ Online**” means the Brookes Publishing Co. online interface for screening and assessment data.

“**ASQ-SE-2**” means the Brookes Publishing Co. Ages and Stages Questionnaire: Social-Emotional.

“**CAB**” means Community Advisory Board.

“**Contractor**” means San Juan County Health Department.

“**CQI**” means Continuous Quality Improvement.

“**Department**” means the Utah Department of Health and Human Services, Home Visiting Program.

“**EPDS**” means the Edinburgh Postnatal Depression Scale.

“**Families at Risk**” means clients who qualify for WIC, TANF, CHIP, or Medicaid.

“**FTE**” means Full-Time Equivalent, for staffing purposes.

“**Home Visiting Model**” means the Parents as Teachers evidence-based home visiting program.

“**HVP**” means the Home Visiting Program.

Article 2
PURPOSE

2.1 **Background:** This contract provides funding to the contractor with Home Visiting General State Funds. This work aligns with the Home Visiting Program’s Mission to support and strengthen a system of evidence-based home visiting that empowers and creates the opportunity for positive change in the lives of families in Utah. With this funding the Home Visiting Program supports service delivery with two evidence-based home visiting models, thus enabling service provision for more families across the State of Utah.

Article 3
POPULATION SERVED

3.1 **Eligible Clients.** Contractor shall ensure all home visits are provided exclusively to Families at Risk as defined by this contract, and that families receiving home visits:

(1) Are determined by the Contractor to be eligible for the Home Visiting Program; and

(2) Have an eligible child younger than age 5 years of age.

- 3.2 **Organizational Caseload Requirements.** The expected caseload for this contract period is 16 families, which reflects the requirement of 18 families per 1.0 FTE and 0.875 FTE home visitors. Maintenance of these numbers shall follow the guidelines on Caseload Standards in Article 5.2.

Article 4
STAFFING REQUIREMENTS

- 4.1 **Qualifications.** Contractor shall hire home visitors in alignment with qualifications required by the Home Visiting Model.
- 4.2 **Staffing.**
- (1) Contractor's implemented Home Visiting Model shall meet specified staffing requirements in accordance with Contractor's approved budget.
 - (2) Contractor shall provide program management and staff support in accordance with the standards established by the Home Visiting Model. This shall include, but is not limited to, the following activities:
 - (A) Coordination, management, oversight, and supervision of the program,
 - (B) Improves staff performance, monitors program outcomes, and continuously improves the program, using data-driven approaches, and
 - (C) Provides appropriate staff supervision that incorporates reflective supervision practices per the Home Visiting Model requirements.
 - (3) Contractor shall provide the Department with the name, email, and phone number of the following individuals who serve as points of contact for Contractor:
 - (A) Program supervisor, as described by the Home Visiting Model;
 - (B) Program administrator; and
 - (C) Financial officer.
- 4.3 **Turnover.**
- (1) Contractor shall conduct an exit interview of all staff leaving the Home Visiting Model to determine any patterns for staff departures. Any patterns identified shall be reported during each annual site visit conducted by the Department.
 - (2) Contractor shall take immediate steps to refill staff positions as they are vacated.
 - (3) Contractor shall maintain a written staffing contingency plan to ensure there is no disruption in services to program clients during a staff vacancy or absence.

- (4) Contractor shall notify the Department of each employee's separation within seventy-two (72) hours of the employee's departure. This includes Family Medical Leave Act periods taken by Contractor staff.
- (5) Contractor shall provide replacement staff information (including name, email, qualifications per model requirement, and phone contacts) to the Department within seventy-two (72) hours of the replacement's start date.

4.4 **Background Screening.** Contractor shall maintain background screening policies and implement background screening procedures for all employees and contractors who provide Home Visiting services to families or have access to confidential client information (such as personal identifying information, medical/clinical/counseling records, financial records, case information, etc.).

- (1) Background checks must be completed at minimum upon hiring. Rescreening must occur in accordance with Contractor's background screening policies.
- (2) Contractor's policies and procedures shall include a Utah Bureau of Criminal Identification Utah criminal background check and an FBI national criminal history check.
- (3) All expenses of background checks shall be incurred solely by Contractor and/or Contractor's employees.
- (4) Contractor shall maintain documentation of current background checks in accordance with the General Provisions of this contract.
- (5) Contractor shall provide verification of background check documentation to the Department upon request.

4.5 **Training Requirements.**

- (1) Contractor shall ensure that home visitors and supervisors participate in Infant and Early Childhood Mental Health consultation sessions throughout the contract year. At a minimum, home visiting supervisors shall participate in 2 sessions throughout the contract year.
- (2) Contractor shall ensure that each home visitor has access to necessary professional development to implement the home visiting model with fidelity, which includes:
 - (A) Model-specific training, and
 - (B) Relevant ongoing training to all staff.
- (3) Contractor's Program Supervisor and staff shall attend all training required by the Department, as requested.

- 4.6 **Vaccinations.** The Department recommends that the Contractor establishes vaccination requirements appropriate for service provision for the population served by the program, as listed in Article 3.

Article 5
SERVICE REQUIREMENTS

5.1 **General Service Requirements.**

- (1) Contractor shall implement the Home Visiting Model with fidelity to the design and standards established by the Home Visiting Model's national service office, including but not limited to the essential requirements set by the national service office.
- (2) Before implementing any adaptation or deviation from the program model, the Contractor shall obtain prior written approval from the Department and from the national service office.

5.2 **Caseload Standards.** Contractor shall meet the following caseload standards:

- (1) Home visitors who work 40 hours per week performing duties related to home visiting shall maintain a minimum caseload of 18 families.
- (2) Home visitors who work less than 40 hours per week performing duties related to home visiting shall maintain a prorated caseload of families based on the standard in Article 5.2.1.
- (3) New home visitors who work 40 hours per week performing duties related to home visiting and developing their knowledge and experience in the Home Visiting Model shall build up to a full caseload of families, based on the standards set in Article 5.2.1.
 - (A) Full caseload shall be obtained by the end of 10 months, beginning with the completion of model training.
 - (B) The expected caseload at 10 months is built on an expectation that new home visitors shall add two to three families to their caseload each month.
- (4) New home visitors who work less than 40 hours per week performing duties related to home visiting shall build a caseload of families at a prorated pace, based on the standards set in Article 5.2.1.
 - (A) Full caseload should be obtained by the end of 10 months, beginning with the completion of model training.

(B) The expected caseload at 10 months is built on an expectation that new home visitors shall add one family to their caseload each month.

5.3 **Visit Completion Rate.** Contractor's home visitors shall conduct home visits according to the schedule recommended by the Home Visiting Model.

- (1) Home visitors are expected to maintain an average "completed visit" percentage of 85%.
- (2) If a home visitor has a visit percentage below 60% for two consecutive months, the following shall occur:
 - (A) Contractor shall develop and address the underperformance in a "Corrective Action Plan," in collaboration with the Department, as outlined in Articles 6.9 and 7.10; and
 - (B) The Department shall reduce the salary and benefits reimbursement requests by Contractor for the underperforming employee for each month of underperformance, proportionate to the percentage that the average visit percentage falls under 60%. For example, if a home visitor's completed visits averaged 50% for three months, that employee's reimbursement will be reduced by 20% for three months using the following calculation: $(\frac{60-50}{60} = 0.20)$

5.4 **Waiting Lists.** Contractor shall develop a client waiting list once the program reaches full caseload capacity.

- (a) Contractor shall inform the Department when a waitlist has been developed.
- (b) Contractor shall fill program capacity vacancies from the waiting list within five (5) business days from the date a vacancy becomes available.
- (c) Eligibility should align with requirements in Article 3.

5.5 **Service Area.** Contractor shall implement and administer the Home Visiting Model to families located in San Juan County.

5.6 **Community Engagement and Collaboration.** Contractor shall facilitate community engagement and collaboration to strengthen the local early childhood system and provide a coordinated, integrated approach for families with young children. This includes, but is not limited to the following activities:

- (1) Establish and maintain a Community Advisory Board (CAB) that meets at least semi-annually. The following documentation must be provided to Department annually during site visits, as described in Article 6.8, for each CAB meeting:
 - (A) Attendance for each meeting;

(B) The agenda for each scheduled meeting; and

(C) The meeting minutes or notes from the meeting;

- (2) Maintain a referral network and track Contractor's referral information to actively recruit eligible clients to participate in Home Visiting Model;
- (3) Maintain communication and coordination between the Home Visiting Model and community resource providers, including health, mental health, early childhood development, substance abuse, domestic violence prevention, child maltreatment prevention, child welfare, education, and other social service agencies;
- (4) Facilitate effective coordination, referral, availability, and accessibility of community resources and services to clients enrolled in the Home Visiting Program; and
- (5) Work with local Baby Watch Early Intervention IDEA Part C entities through regular coordination meetings, referrals, and training for staff on each other's services.

5.7 **Screening and Assessments.** Standard screening and individualized assessments of clients to identify and prioritize Families at Risk and ensure that families are provided services appropriate to their needs. Screenings occur at intervals as required by the home visiting model. Screenings and assessments include, but are not limited to, the following:

- (1) ASQ-3, which must be administered according to the recommendations of the Home Visiting Model and entered into the Home Visiting Model's Database as well as the DHHS Brookes ASQ Online system;
- (2) ASQ-SE-2, which must be administered according to the recommendation of Home Visiting Model and entered into the Home Visiting Model's Database as well as the DHHS Brookes ASQ Online system; and
- (3) EPDS, which must be administered according to assessment instructions.

5.8 **Outreach, Intake, Enrollment, and Engagement.** Contractor shall plan and utilize outreach, intake, enrollment, and engagement processes for eligible families, including:

- (1) Developing consent procedures that inform families of the voluntary nature of the services;
- (2) Strategies to retain clients and families in the program and minimize attrition;
- (3) Strategies that appropriately meet the cultural, language, and other social needs of the Families at Risk targeted in the Contractor's service area; and

- (4) Procedures ensuring the Contractor does not enroll a recipient who is already receiving Home Visiting services through another agency or program.

5.9 Continuous Quality Improvement.

- (1) Contractor shall engage in CQI activities to improve programmatic outcomes, as facilitated by the Department.
- (2) Contractor shall designate one representative to serve on the statewide CQI workgroup, led by the Department. If a designated representative is not available, then an alternate shall attend the CQI workgroup.

5.10 Client Non-Engagement.

- (1) Contractor shall follow Home Visiting Model fidelity guidelines regarding client non-engagement.
- (2) Contractor shall automatically close a client's case file after ninety (90) days if the client does not participate in a home visit. Exceptions must be approved by the Department's Program Manager.

Article 6
ADMINISTRATIVE REQUIREMENTS

6.1 Policies & Procedures.

- (1) Contractor shall submit a policy and procedure manual during the annual site visit for approval by the Department.
- (2) Contractor shall submit any updated policies and procedures to Department during monthly monitoring calls.

6.2 Budget.

- (1) Contractor shall adhere to the Department-approved budget.
- (2) Contractor shall ensure expenditures do not exceed 10% of any approved budget category.
- (3) Contractor shall request prior approval from the Program Manager for budget changes.

6.3 State Supervisor Meetings.

- (1) Contractor's home visiting supervisor shall participate monthly in Department-hosted "HVP State Supervisory Monthly Meetings."

(2) If unavailable for the meeting, Contractor's supervisor/administrator shall send a representative to the meeting.

6.4 **Data Sharing and Confidentiality.** Contractor shall use data sharing and confidentiality forms provided by the Department and shall have all new clients sign the forms during the intake process.

6.5 **Record Retention.** Contractor shall maintain records of all signed confidentiality forms for 7 years.

6.6 **Record Keeping.** Contractor shall maintain individual records that conform with Home Visiting Model and Department requirements.

- (1) All client data must be stored and maintained in the Home Visiting Model's database.
- (2) Client data must be entered according to model requirements, within three (3) business days of each visit.
- (3) Contractor must safeguard the confidentiality of the home visiting records and the privacy of all clients.
- (4) Contractor's files shall be available for review by Department staff during the on-site audit inspections and at any other time upon request. Contractor shall maintain current files that include the following, at minimum:
 - (A) Complete background checks on home visiting staff;
 - (B) Documentation supporting all expense invoices submitted to Department for reimbursement;
 - (C) Documentation of staff training;
 - (D) Documentation of CAB Meetings;
 - (E) Policy and Procedure Updates;
 - (F) Waiting List;
 - (G) Documentation of Reflective Supervision;
 - (H) Documentation of Staff Meetings;
 - (I) Client Consents;
 - (J) Documentation of Recruitment Efforts;
 - (K) Community Agreements;

- (L) Engagement with local Baby Watch Early Intervention IDEA Part C entities through regular coordination meetings, referrals, and training;
- (M) Documentation of Liability Insurance; and
- (N) Documentation of compliance to the Federal Funding Accountability and Transparency Act.

6.7 **Data Collection.**

- (1) Data must be collected by the Contractor on demographics, service utilization, and select clinical indicators for all families enrolled in the program who receive services funded by the Contract. This data includes:
 - (A) Unduplicated Count of Program Participants;
 - (B) Unduplicated Count of Households Served;
 - (C) Adult Participants by Age;
 - (D) Index Children by Age;
 - (E) Participant Ethnicity;
 - (F) Participant Race;
 - (G) Adult Martial Status;
 - (H) Adult Participant Educational Attainment;
 - (I) Adult Participant Educational Status;
 - (J) Adult Participant Employment Status;
 - (K) Adult Participant Housing Status;
 - (L) Primary Language Spoken;
 - (M) Documentation of family's "at risk" status;
 - (N) Population Characteristics:
 - (i) Low Income
 - (ii) Pregnant
 - (iii) A child with developmental delays or disability

(O) Number of Home Visits Completed;

(P) Program Status; and

(Q) Number of Home Visitors.

(2) Data must be collected by Contractor on performance measures for all families enrolled in the program, who receive services funded by the Contract, including:

(A) Depression Screening;

(B) Developmental Screening;

(C) Completed Depression Referral; and

(D) Completed Developmental Referral.

(3) Contractor shall participate with the Department in data collection and analysis using the following methods:

(A) Utilization of necessary tools, methods, procedures, and technology for data collection and transmission;

(B) Attending Department-required training and meetings on data collection and analysis procedures;

(C) Ensuring all staff involved in the program are provided necessary training on data collection, transmission, privacy, and safety procedures;

(D) Complying with a data and safety monitoring plan, including privacy of data and administration procedures that do not place individuals at risk of harm; and

(E) Employing and training staff to appropriately:

(i) Identify required data elements;

(ii) Extract client-level, program-level, and quality assurance data; and

(iii) Monitor data quality at the agency level.

6.8 **Site Visits.** Department shall conduct at least one on-site monitoring visit per year to confirm compliance with the requirements of this contract.

(1) The program supervisor, program administrator (when applicable), and financial officer shall be available during all site visits.

(2) The Department may conduct more frequent site visits when deemed necessary, such as if the program is under a Corrective Action Plan.

6.9 **Corrective Action Plans.** Contractor shall develop, in conjunction with Department, Corrective Action Plans with strategies and timelines for correcting and preventing any noncompliant elements identified by the Department.

6.10 **Prior Approvals.** Contractor must obtain prior written approval from the Department for:

(1) Expenditures that are not included in the budget;

(2) Out-of-state travel (e.g., conferences, trainings, in-services, registrations) that is not directly related to credentialing and accreditation by the evidence-based Home Visiting Model being implemented; and

(3) Budget changes in excess of 10% of the approved budget.

Article 7

DEPARTMENT RESPONSIBILITIES

7.1 **Documentation.** Department shall provide templates, tools, instruction, training, and technical assistance to enable the Contractor in preparing and submitting necessary data and reports.

7.2 **Consent Forms.** Department shall provide required disclosure consent forms to Contractor within 14 days of the contract being fully executed;

7.3 **Model Communication.** Department shall regularly communicate and coordinate with Contractor and the Home Visiting Model's national offices. This may include facilitating training, technical assistance, and execution of any required agreements needed to support the successful program planning and delivery and to meet program model and state requirements.

7.4 **State Supervisors Meetings.** Department shall provide notice for the supervisor meetings at least 30 days in advance via an email calendar invitation.

7.5 **Infant and Early Childhood Mental Health Consultation.** Department shall provide information on qualifying Infant and Early Childhood Mental Health Consultation sessions throughout the contract year.

7.6 **Performance Measurement and Data.** Department shall assist Contractor with reporting performance measures and construct data.

7.7 **Policy Interpretation.** Department shall provide interpretation and policy clarification of State of Utah statutory and programmatic requirements.

- 7.8 **Reporting Requirements.** Department shall provide reporting requirements in accordance with the performance measures for the Home Visiting Model and tools for monthly reviews.
- 7.9 **Performance Evaluation.** Department shall evaluate the performance of Contractor according to the terms of this Contract.
- 7.10 **Corrective Action Plans.** Department shall, as applicable, develop a Corrective Action Plan with strategies and timelines for correcting and preventing noncompliance identified by the Department.
- 7.11 **Documentation.** Department shall notify the Contractor in writing if any additional funds become available.

Article 8 OUTCOMES

- 8.1 **Outcomes.** The outcomes for this contract are as follows:
- (1) Screen and connect caregivers to services for postpartum depression when needed; and
 - (2) Screen and connect children to appropriate service for potential developmental delays.
- 8.2 **Performance Metrics.** Contractor shall report on the following performance metrics:
- (1) Depression screening and referrals:
 - (A) Number and percent of completed screenings for postpartum depression (EPDS) for eligible primary caregivers; and
 - (B) Number and percent of referrals for those with a positive depression screen to appropriate mental health services for eligible primary caregivers.
 - (2) Developmental screening and referrals:
 - (A) Number and percent of completed Ages and Stages Questionnaires, (ASQ-3 and ASQ SE-2) for eligible children;
 - (B) Number and percent of developmental referrals for eligible children whose screenings show a delay or concern on the ASQ-3 and ASQ SE-2; and

- (C) Number and percent of eligible children whose screenings show a delay or concern on the ASQ-3 and ASQ SE-2 who are referred to Early Intervention.

- 8.3 **Outcome Reporting.** Contractor shall report on these outcomes quarterly during the regularly scheduled monitoring calls/activities.

Article 9
BILLING REQUIREMENTS

- 9.1 **Reimbursement.** Department agrees to reimburse Contractor up to the maximum amount of the Contract for allowable expenditures directly related to the program made by Contractor according to the provisions of the Contract, including the Department-approved budget.

- (1) The maximum funding for the term of this contract is \$149,263
 - (A) Funding Source: State of Utah General Fund
 - (B) This contract may be amended to add additional funding.
 - (C) If the contract is not amended to add additional funding, the contract terminates on June 30, 2024.
- (2) Contract funding may only pay for costs expended during the effective term of the Contract.
- (3) Department agrees to reimburse Contractor employee salary and benefits expenses per month, according to the following standards:
 - (A) For each home visitor who works forty (40) hours per week performing State duties related to home visiting, Department agrees to reimburse Contractor 100% of the home visitor's monthly salary and benefit expenses, so long as the home visitor meets their caseload requirement and visit completion rate, according to the standard in Article 5.2 and Article 5.3;
 - (B) For each home visitor who works less than forty (40) hours per week performing State duties related to home visiting, Department agrees to reimburse Contractor according to the standard in Article 9.1.3.A in an amount prorated to the home visitor's actual hours worked, so long as the home visitor meets their prorated caseload requirement; and
 - (C) For each new home visitor working forty (40) hours per week performing State duties related to home visiting who has been employed less than 10 months from the date model training was completed, Department agrees to reimburse Contractor 100% of the home visitor's monthly salary and benefits, so long as the home visitor

meets their caseload requirement and visit completion rate, according to the standard in Article 5.2 and Article 5.3.

- (D) If the new home visitor employed for less than 10 months also works less than forty (40) hours per week, Department shall prorate reimbursement to Contractor for that new home visitor in proportion to their hours worked, as described by Article 9.1.3.B.
- (E) The Department shall not reimburse expenditures reported after the 25th of the following month in which the expenditures were made, unless arrangements are made with the Department in advance.
- (F) Contractor shall submit expenditures through June 30th of each year no later than July 10th.

9.2 **Invoicing.** Contractor shall submit invoices to the Department:

- (1) On the expense reimbursement form provided by the Department;
- (2) With scanned or electronic copies of documentation justifying the request; and
- (3) No later than the 25th of every month following the month in which the expenditures were made, unless other prior arrangements are made with the Department's Program Manager.



COMMISSION STAFF REPORT

MEETING DATE:	August 1, 2023
ITEM TITLE, PRESENTER:	Consideration and Approval of San Juan County Health Department-- Preschool Development Grant B-5 Activity 6-23-25 by Grant Sunada, Public Health Director
RECOMMENDATION:	Approve

SUMMARY

The purpose of this contract is to allow the expansion of care coordination efforts by the health department to include early childhood birth-8 populations by expanding nursing and community health worker services, specifically as follows:

- Extend Nurse Home Visiting Program to beyond ages 0-5 to include up to age 8
- Increase enrollment in Nurse Home Visiting Program.
- Assist with resource connections for families who do not qualify for the Children with Special Health Care Needs Program.

HISTORY/PAST ACTION

This is a new contract.

FISCAL IMPACT

The total funding amount under this Contract from August 1, 2023 to December 30, 2023 is \$30,000 in reimbursable funds.

The county is required to provide a non-federal match in the form of cash or in-kind contributions equaling at least 30% of actual expenditures. This should be reported and certified along with submission of invoicing.

- Annual match requirements, August 1, 2023 - December 30, 2023: \$9,000.



UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES CONTRACT

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

2419504
Department Log Number

242700089
State Contract Number

1. **CONTRACT NAME:** The name of this contract is San Juan County Health Department-- PDG B-5 Activity 6- 23-25

2. **CONTRACTING PARTIES:** This contract is between the Utah Department of Health & Human Services (DEPARTMENT) 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. **GENERAL PURPOSE OF CONTRACT:** The purpose of this contract is to allow the expansion of care coordination efforts by the health department to include early childhood birth-8 populations by expanding nursing and community health worker services.

4. **CONTRACT PERIOD:** The service period of this contract is 08/01/2023 through 12/30/2025, unless terminated or extended by agreement in accordance with the terms and conditions of this contract.

5. **CONTRACT AMOUNT:** The DEPARTMENT agrees to pay \$30,000.00 in accordance with the provisions of this contract. This contract is funded with 100% federal funds, 0% state funds, and 0% other funds.

6. **CONTRACT INQUIRIES:** Inquiries regarding this Contract shall be directed to the following individuals:

CONTRACTOR

Grant Sunada
(435) 587-3838
gsunada@sanjuancounty.org

DEPARTMENT

Family Health
Office of Early Childhood
Mandi Mendenhall

(385) 831-3128
mmendenhall@utah.gov

7. SUB – RECIPIENT INFORMATION:

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0%

Federal Program Name:	Preschool Development Grants Birth to Five (PDG B-5) Renewal Grant - Utah	Award Number:	90TP0102-01-00
Name of Federal Awarding Agency:	U.S. Department of Health and Human Services, Administration for Children and Families	Federal Award Identification Number:	90TP0102
Assistance Listing:	ESSA Preschool Development Grants Birth through Five	Federal Award Date:	12/9/2022
Assistance Listing Number:	93.434	Funding Amount:	\$30000

8. REFERENCE TO ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:

Attachment B: San Juan Scope of Work Contract

9. 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.
- C. Utah Department of Health & Human Services General Provisions and Business Associates Agreement currently in effect until 6/30/2023.

10. 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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ATTACHMENT B: SCOPE OF WORK

Article 1 DEFINITIONS

1.1 In this contract, the following definitions apply:

"ASQ" means the Ages and Stages Questionnaire, an early childhood screening and assessment tool.

"Brookes" means Paul H. Brookes Publishing Co, Inc. owner of online ASQ screening account.

"Care Coordination" means the deliberate organization of patient care activities between two or more participants (including the patient) involved in a patient's care to facilitate the appropriate delivery of care and other supportive services.

"Care Plan" means a child-centered record designed to facilitate communication among members of the care team, including the child, and primary care and service providers.

"CHW" means Community Health Worker who acts as a trusted bridge between their community and health care systems, social services, and state/local health departments.

"CY" means calendar year.

"Department" means the Utah Department of Health and Human Services, Office of Children with Special Health Care Needs, Integrated Services Program.

"ECU" means the Early Childhood Utah Advisory Council.

"EHR" means the electronic health record

"LHD" means Local Health Department, local level, public health services in Utah.

"Service Provider" means agencies that provide educational, social, and other non-primary care services.

"OEC" means Office of Early Childhood.

“Outreach” is the activity of providing services to those within the birth-8 population who might not otherwise have access to those services by meeting them at the location where they are.

“PAE” means Public Affairs and Education within the Department

“PDG” means Preschool Development Grant.

“Sub-recipient” means San Juan Local Health Department.

“UCCCN” means the Utah Children’s Care Coordination Network, a care coordination support, training, and information sharing network.

Article 2

Purpose

- 2.1 This contract between the Department and the Sub-recipient is intended to provide outreach, care coordination, and an expansion of services to ensure that children from birth through eight years old residing within the Sub-recipient’s geographic service delivery area are provided with necessary early childhood support.

Article 3

Population Served

- 3.1 The sub-recipient shall serve an expanded birth-8 population residing within their service delivery area.

Article 4

Sub-recipient Responsibilities

4.1 Sub-recipient shall perform the following activities:

- (1) hire or reassign staff necessary to complete the tasks outlined in this subsection;
- (2) actively pursue birth through age eight services, supports, and specialists to increase awareness of available services within the sub-recipients service area and be familiar with neighboring area resources;
- (3) provide outreach to local partner agencies and possible referral sources to disseminate information on expanded birth-8 services available within

- sub-recipient's service area;
- (4) utilize CHW or other staff to reach, educate, and recruit children and families who may be un- or under-served in the sub-recipient's service area;
 - (5) receive referrals from families, primary care and service providers, and in-house staff;
 - (6) contact families to triage referral source concerns and family needs and concerns;
 - (7) help families with urgent concerns that can be solved locally;
 - (8) ensure that care coordination services are readily available at no cost for all families/children within the target population;
 - (A) where care coordination is not provided at the local health department level, referral is made by sub-recipient for family residing outside of service area, or
 - (B) when caseload exceeds capacity, sub-recipient shall refer families in need of these services to the Department's in-house care coordination team.
 - (9) use identified strategies to increase the number of intakes from mothers/families/guardians referred to sub-recipient;
 - (10) partner with families to create care plans to meet patient and family needs and document care plans in the sub-recipient's EHR;
 - (11) set alerts within the EHR to follow-up with families on their care plans with frequency of follow-up being determined by:
 - (A) acuity of the child's physical and behavioral health;
 - (B) parent or guardian capacity to follow through;
 - (C) immediacy of need for supportive services; and
 - (D) parents desire to continue with care planning and coordination;
 - (12) update care plans to include progress toward completing established goals, and set new goals with families;

- (13) in conjunction with family involvement and consent:
 - (A) refer to collaborating agencies, programs, in-home and virtual services, and appropriate resources; and
 - (B) investigate other supports, services, and specialists that may not be readily found or available in the family's community and make appropriate referrals; and
- (14) promote ASQ screenings for children within ASQ Screening age range:
 - (A) register as a program in the DHHS Enterprise account;
 - (B) educate families and promote ASQ screenings for children;
 - (C) ensure the data is entered into Department's Enterprise Brookes account;
 - (D) refer families to appropriate services, including early childhood care coordination, to address any concern areas or delays.

Article 5

Administrative and Other Requirements

- 5.1 **Outreach Materials.** Sub-recipient shall submit materials developed in support as a result of this contract, including but not limited to outreach materials and final reports, for pre-approval by the Department prior to use or publication. This includes all materials on which the DHHS logo will be used, as approval by the Department's Public Information Officer is required.
- 5.2 **Stakeholder Meetings.** Sub-recipient shall attend other early childhood stakeholder meetings, either those regularly scheduled or those scheduled specific to the work under this contract, as determined by the Department.
- 5.3 **Engagement with ECU.** Sub-recipient shall engage with the ECU Advisory Council, ECU Executive Committee, and its subcommittees as determined by the Department.
 - (a) The purpose of this work may include, but is not limited to, solicited feedback on this work, providing updates, and requesting outreach or other support from members.

(b) The Sub-recipient may be asked to prepare presentations for these meetings.

5.4 **Meetings and Convenings.** Sub-recipient shall attend meetings or convenings as requested by the Department, when related to the work of contractual activities.

5.5 **Reporting Requirements.** Sub-recipient shall participate in monthly progress meetings with the Department for the duration of the contract period.

(a) Sub-recipient shall submit progress reports to the Department on a quarterly basis.

(b) Report shall include a summary of activities performed in that reporting period, including but not limited to meetings for stakeholder input, engagement in technical assistance or information gathering, updates on data sources collected, and overall successes and challenges. This should be submitted on the template described in item 6.1(7).

(c) Sub-recipient shall provide ad hoc reporting information as requested by the Department when needed for federal reporting.

5.6 **Publications - Acknowledgement/Disclaimer:** Information made available to the public as a result of work performed under the federal award should include an acknowledgement and disclaimer: "This publication/project was made possible by grant number 90TP0000 from the United States Department of Health and Human Services. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the United State Department of Health and Human Services, Administration for Children and Families."

Article 6

Department Responsibilities

6.1 Department shall

- (1) provide ongoing training in principles, tools and practices of care coordination, patient intake and appropriate referral, tracking and follow-up methods;
- (2) schedule standing monthly coordination and training meetings with sub-recipient's care coordination staff;
- (3) provide access to Department staff for ongoing project improvement, resolution of questions and concerns, clarification of policy and procedure, and training and

- inservice for sub-recipient staff, upon request;
- (4) provide or secure timely feedback from relevant parties on draft strategy and other materials produced by the sub-recipient;
 - (5) communicate technical assistance opportunities as well as forward any other materials provided by the funding source that would be informative for the sub-recipient relevant to their activities;
 - (6) facilitate introductions or meetings when necessary to ensure appropriate stakeholders are engaged to inform work under this contract;
 - (7) provide a report template or required reporting elements for the Sub-recipient to meet reporting requirements.

Article 7 Outcomes

7.1 **Outcome.** The desired outcome of the contract is to ensure young children are developing appropriately statewide through a seamless system of coordinated services and supports.

7.2 **Performance Metrics.**

- (1) The Sub-recipient shall measure or establish:
 - (A) baseline counts for number of children currently being served in the 0-8 population by the sub-recipient at initiation of contract;
 - (B) a baseline by end of year one that establishes the number of population served, upon which a projected increase percentage will be determined in each reporting area- outlined below, for subsequent years of the Grant;
 - (C) quarterly:
 - (i) the number of children in the 0-8 population served by the sub-recipient,
 - (ii) number of ASQ3 and ASQSE-2 screening evaluations performed;

- (iii) number of referrals made to other programs or agencies serving the 0-8 population; and
 - (iv) Narrative to describe diverse and expanded populations served and notable accomplishments and milestones achieved.
- (D) yearly,
- (i) the overall increase in children served in the 0-8 population from baseline (unduplicated count),
 - (ii) number of ASQ3 and ASQSE-2 screening evaluations performed;
 - (iii) number of referrals made to other programs or agencies serving the 0-8 population; and
 - (iv) Narrative to describe diverse and expanded populations served and notable accomplishments and milestones achieved.
- (2) Reporting. The Sub-recipient shall:
- (A) submit quarterly reports no later than 10 days after the completion of each quarter via a reporting format provided by the Department; and
 - (B) submit annual reports by January 12th of each calendar year via a reporting format provided by the Department.

Article 8

Billing Requirements

- 8.1 **Maximum Contract Amount.** The maximum contract amount for allowable services provided by the Sub-recipient is \$30,000. Department may reduce or withhold payment if the Sub-recipient does not complete the required deliverables.
- 8.2 **Billing and Reimbursements.**
- (a) The Sub-recipient shall bill the Department for reimbursement under this contract on a monthly basis.

- (b) The Sub-recipient shall provide monthly contract billings, on the Department's required Monthly Expenditure Report, to the Department within twenty (20) calendar days following the end of the month for which the billing relates.
- (c) The Department agrees to provide the MER template to the Sub-recipient. If amendments are made to the MER template, the Department shall provide this updated template to the Sub-recipient within ten (10) days of changes made.
- (d) The Sub-recipient shall invoice for all expenditures through June 30 no later than July 10 of each year.
- (e) The Sub-recipient shall invoice for final expenditures under this agreement no later than 30 days after the expiration date of the agreement.
- (f) Any modifications to the budget require pre-approval by the Department. Modification requests shall be submitted no fewer than 10 business days prior to the proposed effective date.

8.3 **Funding Amount.** The total funding amount under this Contract as provided by the General Provisions is \$30,000. Annual budgets are as follows:

- (1) August 1, 2023 - December 30, 2023: \$30,000
- (2) January 1, 2024 - December 30, 2024: \$0
- (3) January 1, 2025 - December 30, 2025: \$0

8.4 **Match Requirements.** The Sub-recipient shall provide a non-federal match in the form of cash or in-kind contributions equaling at least 30% of actual expenditures. This should be reported and certified along with submission of invoicing. Total match requirements: \$9,000. Annual match requirements are as follows:

- (1) August 1, 2023 - December 30, 2023: \$9,000
- (2) January 1, 2024 - December 30, 2024: \$0
- (3) January 1, 2025 - December 30, 2025: \$0

8.5 **Future Funding.** This contract shall be amended annually upon availability of funding.



COMMISSION STAFF REPORT

MEETING DATE: August 1, 2023

ITEM TITLE, PRESENTER: Consideration and Approval of Integrated Viral Hepatitis Surveillance and Prevention - San Juan County Amendment 2 by Grant Sunada, Public Health Director

RECOMMENDATION: Approve

SUMMARY

This funding supports prevention, monitoring, and management of hepatitis A, B, and C viruses.

HISTORY/PAST ACTION

Approval of amendments to existing federal contracts with San Juan County.

FISCAL IMPACT

The total contract amount was \$843.00 for May 1, 2022 to April 2023.

The funding amount will be increased by \$1498.00 in federal funds for the period May 1, 2023 to April 30, 2024. These funds are fully federally reimbursed.



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 Contract Number

1. **CONTRACT NAME:** The name of this contract is Integrated Viral Hepatitis Surveillance and Prevention - San Juan County Amendment 2.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DEPARTMENT) 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 funding and replace Attachment "A", in exchange for continued services.
4. **CHANGES TO CONTRACT:**

1. The contract amount is being changed. The original amount was \$1,999.00. The funding amount will be increased by \$1,498.00 in federal funds. New total funding is \$3,497.00.

2. Attachment "A", effective May 1, 2023, is replacing Attachment "A", which was effective May 2022. The document title is changed, Article "I" Definitions, Section F, G, and H are added, Article "II" Funding, Section A is changed and A.3. is added, Article "V" Dispute Resolution was removed, Article "V" Responsibilities of Subrecipient, Section A.1. , A.4. and A.5. are changed, and Articles "VII" and "VIII" are added.

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0%

Add

Federal Program Name:	Viral Hepatitis Surveillance and Prevention Funding for Health Departments	Award Number:	5 NU51PS005170-03-00
Name of Federal Awarding Agency:	Centers for Disease Control and Prevention Office of Financial Resources	Federal Award Identification Number:	NU51PS005170

Assistance Listing:	ADULT VIRAL HEPATITIS PREVENTION AND CONTROL	Federal Award Date:	4/6/2023
Assistance Listing Number:	93.270	Funding Amount:	\$1498.00

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

- 5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 05/01/2023.

 - 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.
 - C. Utah Department of Health & Human Services General Provisions and Business Associate Agreement currently in effect until 6/30/2023.

 - 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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Attachment A: Special Provisions
Integrated Viral Hepatitis Surveillance and Prevention - San Juan County Health Department
Amendment 2
Effective Date: May 1, 2023

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.
- G. "Subrecipient" means San Juan County.
- H. "UPHL" refers to the Utah Public Health Laboratory.

II. FUNDING:

- A. The new total funding is \$3,497.00.
 - 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.
- B. This is a Cost Reimbursement contract. The DEPARTMENT agrees to reimburse the SUBRECIPIENT up to the maximum amount of the contract for expenditures made by the SUBRECIPIENT 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.
- E. The 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 General Provisions of the contract, the SUBRECIPIENT shall include a column for the funding source in the Monthly Expenditure Report.
- B. The SUBRECIPIENT shall include the following column and report expenditures within the column in the Monthly Expenditure Report.
 - 1. Integrated Viral Hepatitis Surveillance and Prevention

IV. DEPARTMENT CONTACT:

- A. The day-to-day operations and dispute contact is Bree Barbeau, bbarbeau@utah.gov, (385) 321-1823.

V. RESPONSIBILITIES OF SUBRECIPIENT:

A. The SUBRECIPIENT shall:

1. Identify, investigate, and respond to cases of acute HAV, HBV, and HCV according to the disease plan:
 - a) [Hepatitis A \(https://epi.health.utah.gov/wp-content/uploads/Hepatitis-A-Disease-Plan-Updates-to-Required-Fields.pdf\)](https://epi.health.utah.gov/wp-content/uploads/Hepatitis-A-Disease-Plan-Updates-to-Required-Fields.pdf);
 - b) [Hepatitis B \(https://epi.health.utah.gov/wp-content/uploads/Hepatitis-B-and-D-Disease-Plan.pdf\)](https://epi.health.utah.gov/wp-content/uploads/Hepatitis-B-and-D-Disease-Plan.pdf); and
 - c) [Hepatitis C \(https://epi.health.utah.gov/wp-content/uploads/Hepatitis-C-Disease-Plan.docx-5.pdf\)](https://epi.health.utah.gov/wp-content/uploads/Hepatitis-C-Disease-Plan.docx-5.pdf).
2. Comply with project activity guidance documents provided by the DEPARTMENT 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 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 the DEPARTMENT.

VI. RESPONSIBILITIES OF THE DEPARTMENT:

A. The DEPARTMENT shall:

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

VII. AMENDMENTS AND TERMINATION

- A. If the Contract is not amended to add funds, the Contract shall terminate as of April 30, 2024.

VIII. OUTCOMES

The desired outcome of this contract is:

- A. Residents of the SUBRECIPIENT'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 SUBRECIPIENT's jurisdiction.
 2. Reporting:
 - a) Monthly UT-NEDSS (EpiTrax) completed case reporting.



COMMISSION STAFF REPORT

MEETING DATE: August 1, 2023

ITEM TITLE, PRESENTER: Approval of San Juan County - Immunizations - 2019 Amendment 4 by Grant Sunada, Public Health Director

RECOMMENDATION: Approval

SUMMARY

The purpose of this funding is to provide immunization services in San Juan County and enable San Juan Public Health to develop a one-year Immunization Action Plan to improve vaccination rates for all residents for infants/children, adolescents, adults, and special populations; facilitate perinatal hepatitis B prevention; and facilitate national public awareness immunization campaigns;

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

\$24,996.00 in federally reimbursable funds 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.



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

1915812
Department Log Number

192701007
State Contract Number

1. **CONTRACT NAME:** The name of this contract is San Juan County - Immunizations - 2019 Amendment 4.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DEPARTMENT) 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 replace Attachment "A" in exchange for continued services.

4. **CHANGES TO CONTRACT:**

1. The original amount was \$90,276.00. The funding amount will be increased by \$9,344.00 in federal funds. The funding amount will be increased by \$15,652.00 in state funds. New total funding is \$115,272.00.
2. Attachment "A", effective July 1, 2023, is replacing Attachment "A", which was effective July 2022. The document title is changed, Article "III" Section A, is changed and Subsection 5, is added, and Section D, is changed, Article "VIII" is changed and Article "IX" is added.

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0%

Add

Federal Program Name:	Immunization and Vaccines for Children	Award Number:	5 NH23IP922580-04-00
Name of Federal Awarding Agency:	Department of Health and Human Services, Centers for Disease Control and Prevention	Federal Award Identification Number:	NH23IP922580
Assistance Listing:	IMMUNIZATION COOPERATIVE	Federal Award Date:	7/1/2023

	AGREEMENTS		
Assistance Listing Number:	93.268	Funding Amount:	\$9344.00

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

- 5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 07/01/2023.

 - 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.
 - C. Utah Department of Health & Human Services General Provisions and Business Associate Agreement currently in effect until 6/30/2023.

 - 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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Attachment A: Special Provisions
 San Juan County - Immunizations - 2019 - Amendment 4
 Effective Date: July 1, 2023

- 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. "Department" means Department of Health and Human Services, Immunization Program.
- C. "EpiTrax" means State of Utah disease reporting system.
- D. "Healthy People 2020" means federal health indicators and goals to increase immunization rates and reduce preventable infectious disease.
- E. "PIO" means Public Information Officer.
- F. "SMART" means specific, measurable, attainable, realistic and timely.
- G. "Subrecipient" means Contractor and San Juan County.
- III. FUNDING:
- A. New total funding is \$115,272.00.
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.
- B. This is a Cost Reimbursement contract. The Department agrees to reimburse the Subrecipient up to the maximum amount of the contract for expenditures made by the Subrecipient 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.

IV. DEPARTMENT CONTACT:

- A. The day to day operations and dispute contact is Rich Lakin, rlakin@utah.gov, (801) 554-9827.

V. RESPONSIBILITIES OF SUBRECIPIENT:

- A. For the Immunization Action Plan, the Subrecipient 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 2017 – 2020 (<https://ibis.health.utah.gov/pdf/oph/publication/UHIP.pdf>);
 - g) Designate and identify a staff member to act as the local Immunization Coordinator who is the primary contact with the Department.
- B. For Perinatal Hepatitis B, the Subrecipient shall;

1. Designate and identify a staff member to act at the local Hepatitis B Coordinator who conducts case management, follow-up and data reporting/entry into EpiTrax;
 2. Comply with Utah Department of Health, Perinatal Hepatitis B Prevention Program Guidelines (http://www.immunize-utah.org/pdf/Perinatal_HepatitisB_Program_Guidelines_2015.pdf).
- C. For Media, the Subrecipient 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 SUBRECIPIENT 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 Subrecipient 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 (Healthy People 2020 Goal);

- 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;
- | <u>Report Title</u> | <u>Due Date</u> |
|---|-----------------|
| 1. LHD Immunization Activity Implementation Plan Objective & Activities | August 1 |
| 2. Budget | |
| 3. Final Report for Previous Year's Immunization Activity Implementation Plan | July 31 |
| 4. Immunization Media Campaign Report | August 1 |
| 5. Coordinator Report | August 1 |
- D. Include the following data elements in LHD Immunization Activity Implementation Plan Objective & Activity report;
1. Subrecipient 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. Subrecipient 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. Subrecipient 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. Subrecipient 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. Subrecipient 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. Subrecipient 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 THE DEPARTMENT

THE Department agrees to:

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

VIII. AMENDMENTS AND TERMINATION:

- A. If the Contract is not amended to add funds, the Contract shall terminate as of June 30, 2024.

IX. OUTCOMES:

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



COMMISSION STAFF REPORT

MEETING DATE: August 8, 2023

ITEM TITLE, PRESENTER: Consideration and Approval of the *San Juan County Summer Food Service Program 2024* contract between the Utah Department of Health and San Juan County, Presented by Mike Moulton, Interim Health Officer

RECOMMENDATION: Approval

SUMMARY

The general purpose of this contract is funding for inspections of participating Summer Food Service Program sites.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

The state agrees to pay \$115.00 in accordance with the provisions of this contract from 07/01/2023 through 06/30/2024.



UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES CONTRACT

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

2317205
Department Log Number

232702083
State Contract Number

1. **CONTRACT NAME:** The name of this contract is San Juan County Summer Food Service Program 2024

CONTRACTING PARTIES: This contract is between the Utah Department of Health & Human Services (DEPARTMENT) 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

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide funds to the local health department for inspections completed under the Summer Food Service Program. The contract functions in accordance with Utah Code 26A-1-108(1) and 26A1-115(3).
3. **CONTRACT PERIOD:** The service period of this contract is 07/01/2023 through 06/30/2024, unless terminated or extended by agreement in accordance with the terms and conditions of this contract.
4. **CONTRACT AMOUNT:** The DEPARTMENT agrees to pay \$115.00 in accordance with the provisions of this contract.
5. **CONTRACT INQUIRIES:** Inquiries regarding this Contract shall be directed to the following individuals:

CONTRACTOR

Grant Sunada
(435) 587-3838
gsunada@sanjuancounty.org

DEPARTMENT

Population Health
Communicable Diseases
Cassandra Fairclough
(801) 538-6754
cassandrafairclough@utah.gov

6. REFERENCE TO ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:

Attachment A: Scope of Work

7. 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.
- C. Utah Department of Health & Human Services General Provisions and Business Associate Agreement currently in effect until 6/30/2023.

8. 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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Attachment A: Scope of Work
 San Juan County Health Department- Summer Food Service Program 2023
 Effective Date: July 1, 2023

Article 1
 GENERAL PURPOSE

The general purpose of this contract is to provide funds to the local health departments for inspections completed under the Summer Food Service Program. The contract functions in accordance with Utah Code sections 26A-1-108(1) and 26A1-1-115(3).

Article 2
 DEFINITIONS

In this contract, the following definitions apply:

“Contractor” means San Juan County.

“Department” means Utah Department of Health and Human Services, Environmental Services Program.

Article 3
 RESPONSIBILITIES OF CONTRACTOR

3.1 For the Summer Food Service Program the Contractor shall:

- (1) inspect each site participating in the Summer Food Service Program during a mealtime service to ensure food safety procedures are being followed;
- (2) complete at least one inspection at each site participating in the Summer Food Service Program (according to a list of participating sites provided by the Department); and
- (3) contact the Department’s Environmental Sanitation Program when a critical violation cannot be corrected on site, or if any site has a score of 70 or less. Such notification shall be made within two working days and shall include:
 - (A) the establishment name;
 - (B) inspection date;
 - (C) inspection score;
 - (D) inspector’s name; and
 - (E) corrective action plan

3.2 For reporting the Contractor shall submit copies of site inspections to the Department no later than September 1 of each year.

Article 4
 FUNDING

4.1 Total funding is \$115.00.

- (1) \$115.00 for the period July 1, 2023 to June 30, 2024.
- (2) This is a Fee for Service contract. The Department agrees to pay the Contractor a fee for service not to exceed the contract amount. The Contractor shall submit invoices for services rendered directly related to the performance of this Contract.

(A) Fee for Service

<u>Description</u>	<u>Amount</u>
Site Inspection	\$115.00 each

- (3) The federal funds provided under this agreement are from the federal program and Award as recorded on the contract pages of the Contract.
- (4) Pass through Agency: Utah Department of Health and Human Services.
- (5) Number assigned by the Pass-through Agency: State Contract Number, as recorded Page 1 of this Contract.

Article 5 INVOICING

In addition to the General Provisions of the Contract, the Contractor shall submit invoice to the Department no later than September 1 of the contract year.

Article 6 AMENDMENTS AND TERMINATION

If the Contract is not amended to add funds, the Contract shall terminate as of June 30, 2028.

Article 7 OUTCOMES

- 7.1 The desired outcome of this contract is a greater likelihood that children participating in the Summer Food Service Program can consume healthy food without experiencing a negative health impact. The contract requires health inspections to be conducted at sites participating in the program, so violations can be identified, and public places are more likely to operate in a safe and sanitary manner.
- 7.2 Performance Measure: The number of sites participating in the program where an inspection was completed.
- 7.3 Reporting: The Contractor shall submit copies of site inspections to the Department no later than September 1 of each year.



COMMISSION STAFF REPORT

MEETING DATE: August 1, 2023

ITEM TITLE, PRESENTER: Consideration and Approval of the *Public Health Emergency and Healthcare Preparedness Programs – San Juan FY22* contract between the Utah Department of Health and San Juan County, Presented by Mike Moulton, Interim Health Officer

RECOMMENDATION: Make a motion approving the agreement.

SUMMARY

The general purpose of this contract is to provide for the continuation of activities designed to develop, sustain, and demonstrate progress toward achieving fifteen public health preparedness capabilities as they pertain to the local public health department's purview. These capabilities are Community Preparedness, Community Recovery, Emergency Operations Coordination, Emergency Public Information and Warning, Fatality Management, Information Sharing, Mass Care, Medical Countermeasure Dispensing and Administration, Medical Material Management and Distribution, Medical Surge, Nonpharmaceutical Interventions, Public Health Laboratory Testing, Public Health Surveillance and Epidemiological Investigation, Responder Safety and Health, and Volunteer Management.

Areas of emphasis for this year will be:

- Workforce Training
- Updating Emergency Plans
- Functional Exercises to test and evaluate our readiness.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

The service period of this contract is 07/01/2023 through 06/30/2024, unless terminated or extended by agreement in accordance with the terms and conditions of this contract. The UDOH agrees to reimburse \$117,610.00 with federal funds, in accordance with the provisions of this contract.

Budgeting requirement to match 10% of the grant amount. This amount will be \$11,761.00. Subrecipient's matching funds may be provided directly (through Subrecipient staff time) or through donations from public or private entities, which may be cash or in kind, fairly evaluated, including plant, equipment, or 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

2221617
Department Log Number

222700181
State Contract Number

1. **CONTRACT NAME:** The name of this contract is Public Health Emergency and Healthcare Preparedness Programs - San Juan FY22 Amendment 2.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DEPARTMENT) 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 the amendment is to add funds and replace attachments A and B to reflect budget period 5 funding and responsibilities.

4. **CHANGES TO CONTRACT:**

1. Adding Budget Period 5 funds in the amount of \$117,610.00, as per Attachment A, Section III.
2. Attachment A, effective 7/1/2023, is replacing Attachment A, which was effective 8/17/2022.
3. Attachment B, effective 7/1/2023, is replacing Attachment B, which was effective 8/17/2022.

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0%

Add

Federal Program Name:	Public Health Emergency Preparedness (PHEP) Cooperative Agreement	Award Number:	5 NU90TP922027-05-00
Name of Federal Awarding Agency:	CDC Office of Financial Resources	Federal Award Identification Number:	NU90TP922027
Assistance Listing:	PUBLIC HEALTH EMERGENCY	Federal Award Date:	6/13/2023

	PREPAREDNESS		
Assistance Listing Number:	93.069	Funding Amount:	\$117610.00

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

- 5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 07/01/2023.

 - 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.
 - C. Utah Department of Health & Human Services General Provisions and Business Associate Agreement currently in effect until 6/30/2023.

 - 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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ATTACHMENT A: SPECIAL PROVISIONS FOR LOCAL HEALTH DEPARTMENTS

Public Health Emergency Preparedness (PHEP) and
Hospital Preparedness Program (HPP) Cooperative Agreements

- I. Definitions
 - A. "ASPR" means the federal Administration for Strategic Preparedness and Response.
 - B. "At-Risk Individuals" is defined at <https://www.phe.gov/Preparedness/planning/abc/Pages/afn-guidance.aspx>.
 - C. "Budget Period" refers to the 12-month period beginning July 1 through June 30.
 - D. "Budget Period 4" refers to the third budget period, July 1, 2022 through June 30, 2023 of the 2019-2024 Project Period.
 - E. "Budget Period 5" refers to the third budget period, July 1, 2023 through June 30, 2024 of the 2019-2024 Project Period.
 - F. "Carryover" means unspent or unobligated balance of funds from prior budget periods that the sub-recipient may request to use in the current budget period.
 - G. "CAT" means Coalition Assessment Tool.
 - H. "CBRNE" means Chemical, Biological, Radiological, Nuclear and Explosives threat within a real planning event.
 - I. "CDC" means Centers for Disease Control and Prevention.
 - J. "CFR" means the Code of Federal Regulations.
 - K. "Cooperative Agreement" means the federal Hospital Preparedness Program (U3REP190560) and Public Health Emergency Preparedness Program Cooperative Agreement (NU90TP922027).
 - L. "CRI" means Cities Readiness Initiative, which is a CDC program designed to enhance preparedness in the nation's largest cities and metropolitan statistical areas (MSAs).
 - M. "Department" means the Utah Department of Health and Human Services, Office of Emergency Medical Services and Preparedness.
 - N. "EEI" means Essential Elements of Information.
 - O. "ESAR-VHP" means the Emergency System for the Advanced Registration of Volunteer Health Professionals.
 - P. "FOA" means Funding Opportunity Announcement.
 - Q. "FTE" means full-time equivalent and refers to the number of hours worked by a single employee in a week.
 - R. "HCC" means regional Healthcare Coalition.
 - S. "HCC Readiness and Response Coordinator (RRC)" means the healthcare coalition coordinator.
 - T. "Healthcare Preparedness Capabilities" means the four capabilities specific to healthcare referenced in National Guidance for Healthcare System

Preparedness found at
<https://www.phe.gov/Preparedness/planning/hpp/reports/Documents/2017-2022-healthcare-pr-capabilities.pdf>.

- U. "HPP" means Hospital Preparedness Program, as described in the Cooperative Agreement.
- V. "HSEEP" means the federal Homeland Security Exercise and Evaluation Program.
- W. "ICS" means Incident Command System which is a standardized approach to incident management used for all kinds of incidents from emergencies to planned events.
- X. "IPP" means Integrated Preparedness Plan.
- Y. "Local Health Department Preparedness Deliverable Tracker" means the living report that encompasses all required program deliverables for each program. This tracker is located within the Preparedness Partner Site, on the Local Health Department main webpage.
- Z. "MCM" means the Medical Countermeasures.
- AA. "MRC" means Medical Reserve Corps.
- BB. "MRSE" means Medical Response and Surge Exercise.
- CC. "NIMS" means National Incident Management System which guides all levels of government, nongovernmental organizations and the private sector to work together to prevent, protect against, mitigate, respond to and recover from incidents.
- DD. "No-Cost Extension" means unspent or unobligated balance of funds from a prior project period that the sub-recipient may request to use in the current project period.
- EE. "ORR" means Operational Readiness Review.
- FF. "PAHPAIA" means the Pandemic and All-Hazards Preparedness and Advancing Innovation Act (PAHPAIA) signed June 2019 and found at <https://www.phe.gov/Preparedness/legal/pahpa/Pages/pahpaia.aspx>.
- GG. "Pass-Through Entities" means a subaward provided by the Subrecipient to carryover Department approved activities.
- HH. "PHEP" means Public Health Emergency Preparedness.
- II. "POD" means Points of Dispensing for MCMs.
- JJ. "PPE" means personal protective equipment.
- KK. "Preparedness Partner Site" means the user restricted website available to sub-recipients located at <https://sites.google.com/utah.gov/bemsp/home>.
- LL. "Project Period" means the five year period of the 2019-2024 Cooperative Agreement, July 1, 2019 through June 30, 2024.
- MM. "Public Health Preparedness Capabilities" means the fifteen capabilities specific to public health as identified by the CDC and referenced in the Cooperative Agreement, titled Public Health Preparedness Capabilities: National Standards for State and Local Planning, found at <https://www.cdc.gov/cpr/readiness/capabilities.htm>

NN. "RDHRS" means Regional Disaster Health Response System, found at <https://aspr.hhs.gov/RDHRS/Pages/default.aspx>.

OO. "SNS" means the federal Strategic National Stockpile program.

PP. "Subrecipient" as defined and described in the agreement between the parties titled "General Provisions and Business Associate Agreement" effective July 1, 2019 through June 30, 2024.

QQ. "Utah Responds" means the Utah ESAR-VHP system.

II. Prevailing Purpose

A. This contract provides for the continuation of activities designed to develop, sustain, and demonstrate progress toward achieving fifteen public health and four healthcare preparedness capabilities as they pertain to the local public health department's purview.

III. Projects and Funding – San Juan Public Health

A. Attachment B - Public Health Emergency Preparedness (PHEP-Base)

\$117,610.00

IV. Employee Personnel Time

A. The Subrecipient shall only charge employee time spent on Subrecipient preparedness tasks and activities directly related to the program as described in this contract.

V. Department Contact Information:

The Department encourages inquiries concerning this grant and special provisions, which should be directed to the following Department contacts:

For Program Management, contact:

Michelle Hale, Preparedness & Response Program Director

Office of Emergency Medical Services and Preparedness

(801) 419-8892

mhale@utah.gov

For general programmatic questions, contact:

The Preparedness Grants General Email Box

prepgrants@utah.gov

For financial or budget assistance, contact:

Jerry Edwards, Financial Manager

Office of Fiscal Operations, Utah Department of Health and Human
Services

(801) 538-6647

jedwards@utah.gov

- VI. Payments
 - A. The Subrecipient shall submit a final Monthly Expenditure Report for funding transfer no later than July 12, annually.
 - B. The Department agrees to reimburse the Subrecipient up to the maximum amount of the contract for expenditures made by the Subrecipient directly related to the program, as defined in the LHD General Provisions.

- VII. Tracking and Modifications to Programmatic and Reporting Requirements
 - A. Programmatic and reporting requirements for each program are provided within succeeding attachments, as provided by the CDC and ASPR.
 - B. The Department acknowledges and documents the completion of Subrecipient programmatic and reporting requirements within the Local Health Department Preparedness Deliverable Tracker located within the Preparedness Partner Site.
 - C. The Subrecipient will submit all programmatic and reporting requirements to the Department via email at prepgrants@utah.gov.
 - D. Changes to programmatic and reporting requirements that occur within the contract duration will be documented within the Local Health Department Preparedness Deliverable Tracker, and will supersede the programmatic and reporting requirements as listed in the succeeding attachments. The Subrecipient will be notified electronically of any changes to programmatic and reporting requirements and will utilize the Local Health Department Preparedness Deliverable Tracker to reference these changes throughout the term of the contract.

- VIII. Subrecipient Procurement and Requirements for Pass-Through Entities
- A. When procuring property and services under these Federal awards, the Subrecipient will follow 45 CFR Parts [75.327](#) through [75.335](#).
 - B. When procuring equipment, the Subrecipient must comply with the procurement standards at 45 CFR Part 75.329 Procurement procedures, which requires the performance and documentation of some form of cost or price analysis with every procurement action.
- IX. Requests for No-Cost Extension or Carryover of Unobligated Funds
- A. In the event that federal guidance provides a No-Cost Extension or Carryover of funds to the Department, the Subrecipient may request a No-Cost Extension or Carryover of unobligated funds from the current budget period to the next budget period.
 - B. Requests are due by the Subrecipient to the Department within 30-days as requested by the Department. This date fluctuates annually and is at the discretion of ASPR and the CDC.
 - C. There is no guarantee new funds will be available to continue activities in succeeding budget period(s).
 - D. Carryover limits shall be in accordance with the annual limits set by the CDC and ASPR. For the term of this grant, the Carryover limit is set at 100%.
 - E. The Department will provide notification of approved No-Cost Extension or Carryover funding requests to the Subrecipient via email.
 - F. The Sub-Recipient shall use any approved No-Cost Extension or Carryover funds for Department-approved work plan activities which are consistent with the purpose or terms and conditions of the Federal award to the recipient.
 - G. Approved No-Cost Extension or Carryover funds must be fully expended by June 30 of the following budget period. For example, budget period 4 ends on June 30, 2023, and approved budget period 4 carryover funds must be fully expended by June 30, 2024.
 - H. The Subrecipient shall submit an end-of-year progress report encompassing all carryover funded activities completed during the current budget period. This report is due to the Department by August 15, annually.
- X. Redirections of Funding
- A. The Subrecipient shall submit budget redirection requests for new year funding to the Department no later than March 15 annually.
 - B. All redirection requests shall include:
 - 1. Revised budget;
 - 2. Revised work plan (if any activities are changed due to the funds adjustment); and

3. Justification statement for the request, including an explanation of budget and workplan items that were changed in order to accommodate the adjustment.

XI. Use of Funds for Response

- A. These funds are intended primarily to support preparedness activities that help ensure state and local public health departments are prepared to prevent, detect, respond to, mitigate, and recover from a variety of public health and healthcare threats.
- B. PHEP Funds for Response
 1. PHEP funds may, on a limited, case-by-case basis, be used to support response activities to the extent they are used for their primary purposes: to strengthen public health preparedness and enhance the capabilities of state, local, and tribal governments to respond to public health threats.
 2. Some PHEP planning activities may have immediate benefits when conducted or performed simultaneously with an actual public health emergency. It is acceptable to spend PHEP funds on PHEP planning activities that benefit the response effort, as long as the activities demonstrably support progress toward achieving CDC's 15 public health preparedness and response capabilities and demonstrate related operational readiness.
 3. The Subrecipient and the Department must receive approval from CDC to use PHEP funds during response for new activities not previously approved as part of their annual funding applications or subsequent budget change requests.
 - a) The approval process may include a budget redirection or a change in the scope of activities. Prior approval by the CDC grants management officer (GMO) is required for a change in scope under any award, regardless of whether or not there is an associated budget revision.
 - b) Any change in scope must also be consistent with the Cooperative Agreement's underlying statutory authority, Section 319C-1 of the PHS Act, applicable cost principles, the notice of funding opportunity, and Department and Subrecipient applications, including the jurisdictional all-hazards plans.
- C. HPP Funds for Response
 1. The Pandemic All-Hazards Preparedness and Advancing Innovation Act (PAHPAIA) amended section 319C-2 of the PHS Act to allow HPP funds to be used for response activities. HPP funds may, on a limited, case-by-case basis and with prior approval, be used to support response activities to the extent they are used for HPP's primary purpose: to prepare communities and hospitals for public health emergencies and to improve surge capacity. The two emergency situations when recipients may use

HPP funds during a state or locally declared emergency, disaster, or public health emergency outlined in the FY 2019-2023 HPP FOA remain in effect.

- a) ASPR may issue guidance during specific events that may provide additional flexibility beyond what is listed in the FY 2019-2023 HPP FOA.
- b) Using a Declared Emergency as a Training Exercise
 - (1) The request to use an actual response as a required exercise and to pay salaries with HPP funds for up to seven (7) days will be considered for approval under these conditions:
 - (a) A state or local declaration of an emergency, disaster, or public health emergency is in effect;
 - (b) No other funds are available for the cost; and
 - (c) The Subrecipient agrees to submit within 120 days (of the conclusion of the disaster or public health emergency) an After Action Request (AAR), a corrective action plan, and other documentation that supports the actual dollar amount spent.
 - c) Note: A change in the scope of work is required to use an actual event as an exercise whether or not funds are needed to support salaries. Also, regardless of the amount of money used in response to an event, the recipient is still required to meet all the requirements of the original award.

XII. Funding Restrictions

- A. The Subrecipient shall use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- B. Expenses incurred during the contract period must support activities conducted during the same period.
- C. The funding restrictions for projects funded by the CDC PHEP are as follows:
 - 1. Recipients may not use funds for research.
 - 2. Recipients may not use funds for clinical care except as allowed by law.
 - 3. Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
 - 4. Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient.
 - 5. Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - a) Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body; or

- b) 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 any legislative body.
 - c) See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance
<https://www.cdc.gov/grants/additional-requirements/ar-35.html>
6. The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.
 7. In accordance with the United States Protecting Life in Global Health Assistance policy, all non-governmental organization (NGO) applicants acknowledge that foreign NGOs that receive funds provided through this award, either as a prime recipient or Subrecipient, are strictly prohibited, regardless of the source of funds, from performing abortions as a method of family planning or engaging in any activity that promotes abortion as a method of family planning, or to provide financial support to any other foreign non-governmental organization that conducts such activities. See Additional Requirement (AR) 35 for applicability: <https://www.cdc.gov/grants/additionalrequirements/ar-35.html>
 8. Recipients may supplement but not supplant existing state or federal funds for activities described in the budget.
 9. Payment or reimbursement of backfilling costs for staff is not allowed.
 10. None of the funds awarded to these programs may be used to pay the salary of an individual at a rate in excess of Executive Level II or \$203,700 per year.
 11. Funds may not be used to purchase or support (feed) animals for labs, including mice.
 12. Funds may not be used to purchase a house or other living quarters for those under quarantine. Rental may be allowed with approval from the CDC OGS.
 13. Recipients may (with prior approval) use funds for overtime for individuals directly associated (listed in personnel costs) with the award with prior approval from CDC OGS.
 14. Construction and Major Renovations: Recipients may not use funds for construction or major renovations.
 - a) Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly justified in the budget.

15. Passenger Road Vehicles: Funds cannot be used to purchase over-the-road passenger vehicles.
- a) Funds cannot be used to purchase vehicles to be used as means of transportation for carrying people or goods, such as passenger cars or trucks and electrical or gas driven motorized carts.
 - b) Subrecipients can (with prior approval) use funds to lease vehicles to be used as means of transportation for carrying people or goods, e.g., passenger cars or trucks and electrical or gas-driven motorized carts during times of need.
 - c) Additionally, PHEP grant funds can (with prior approval) be used to make transportation agreements with commercial carriers for movement of materials, supplies and equipment. There should be a written process for initiating transportation agreements (e.g., contracts, memoranda of understanding, formal written agreements, and/or other letters of agreement). Transportation agreements should include, at a minimum:
 - (1) Type of vendor;
 - (2) Number and type of vehicles, including vehicle load capacity and configuration;
 - (3) Number and type of drivers, including certification of drivers or Number and type of support personnel;
 - (4) Vendor's response time; and
 - (5) Vendor's ability to maintain cold chain, if necessary, to the incident.
 - (6) This relationship may be demonstrated by a signed transportation agreement or documentation of transportation planning meetings with the designated vendor.
 - (7) All documentation should be available to the CDC project officer for review if requested.
16. Transportation of Medical Material: Funds can (with prior approval) be used to procure leased or rental vehicles for movement of materials, supplies and equipment.
- a) Recipients can (with prior approval) use funds to purchase material-handling equipment (MHE) such as industrial or warehouse-use trucks to move materials, such as forklifts, lift trucks, turret trucks, etc. Vehicles must be of a type not licensed to travel on public roads.
 - b) Recipients may purchase basic (non-motorized) trailers with prior approval from the CDC OGS.
17. Procurement of Food and Clothing: Funds may not be used to purchase clothing such as jeans, cargo pants, polo shirts, jumpsuits,

sweatshirts, or T-shirts. Purchase of vests to be worn during exercises or responses may be allowed.

a) Generally, funds may not be used to purchase food.

18. Vaccines: With prior CDC approval, use funds to purchase caches of antibiotics for use by public health responders and their households to ensure the health and safety of the public health workforce during an emergency response, or an exercise to test response plans. Funds may not be used to supplant other funding intended to achieve this objective.

a) With prior CDC approval, use funds to purchase caches of vaccines for public health responders and their households to ensure the health and safety of the public health workforce.

b) With prior CDC approval, use funds to purchase caches of vaccines for select critical workforce groups to ensure their health and safety during an exercise testing response plans.

(1) Recipients must document in their submitted exercise plans the use of vaccines for select critical workforce personnel before CDC will approve the vaccine purchase.

c) Recipients may not use PHEP funds to supplant other funding intended to achieve these objectives.

d) Recipients of PHEP-funded vaccines (within the context of the exercise) may include:

(1) Persons who meet the criteria in the CDC-Advisory Committee on Immunization Practices (CDC/ACIP) recommendations www.cdc.gov/vaccines/acip/index.html for who should receive vaccine; and

(2) Persons who are not eligible to receive the vaccine through other entitlement programs such as Medicare, Medicaid, or the Vaccines for Children (VFC) program.

(a) VFC-eligible children or Medicare beneficiaries may participate in the exercise; however, they should be vaccinated with vaccines purchased from the appropriate funding source.

e) Funds may not be used to purchase vaccines for seasonal influenza mass vaccination clinics or other routine vaccinations covered by ACIP schedules.

f) Funds may not be used to purchase influenza vaccines for the general public.

g) On a case-by-case basis and only with CDC prior approval, PHEP funds may be used to purchase limited supplies of vaccines for emergency response activities that help jurisdictions strengthen their public health preparedness and response capabilities. This purchase should only be used when necessary for the rapid

distribution and administration of medical countermeasures such as during a supply disruption (Section 2802 of the PHS Act).

19. Recipients may not use funds for clinical care except as allowed by law. For the purposes of this NOFO, clinical care is defined as "directly managing the medical care and treatment of individual patients." PHEP-funded staff may administer MCMs such as antibiotics or vaccines as a public health intervention in the context of an emergency response or an exercise to test response plans. CDC does not consider this clinical care since it is not specific to one.

XIII. Acknowledgment of Funding

- A. CDC Copyright Interests Provisions and Public Access Policy requires that all final, peer-reviewed manuscripts developed under the PHEP award upon acceptance for publication follow policy as provided on page 67, section 16 entitled, "Copyright Interests Provisions" of the Public Health Emergency Preparedness (PHEP) Cooperative Agreement award CDC-RFA-TP19-1901.
- B. Publications. All Subrecipient publications, including: research publications, press releases, other publications or documents about research that is funded by ASPR must include the following two statements:
1. A specific acknowledgment of ASPR grant support, such as: "Research reported in this [publication/press release] was supported by the Hospital Preparedness Program, administered by the Utah Office of Emergency Medical Services and Preparedness and the Department of Health and Human Services Office of the Administration for Strategic Preparedness and Response under award number U3REP190560." and
 2. A disclaimer that says: "The content is solely the responsibility of the authors and does not necessarily represent the official views of the Department of Health and Human Services Office of the Administration for Strategic Preparedness and Response."

ATTACHMENT B: PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP-Base)

SPECIAL PROVISIONS

I. Project Objective

- A. Subrecipient shall use Public Health Emergency Preparedness (PHEP) funding to build and sustain the 15 Public Health Preparedness Capabilities, and the six Domain Strategies, as described in the 2019-2024 PHEP Funding Opportunity Announcement (FOA) and continuation guidance, to advance public health preparedness, ensuring federal preparedness funds are directed to priority areas within Subrecipient jurisdiction as identified through Subrecipient gap assessment and strategic planning efforts.

II. Prioritization of Public Health Preparedness Capabilities

- A. Subrecipient shall prioritize their work on and resulting investments in the 15 Public Health Preparedness Capabilities and 6 Domain Strategies based upon:
 1. Their Jurisdictional Risk Assessment (JRA);
 2. An assessment of current capabilities and gaps using the Public Health Preparedness Capabilities and Subrecipient's Capability self-assessment process;
 3. The CDC's recommended tiered strategy for Public Health Preparedness Capabilities and Domain Strategies; and
 4. Gaps identified during the COVID-19 response.
- B. Everyday Use
 1. Subrecipient shall demonstrate achievement of capabilities through different means such as exercises, planned events, and real incidents.
 2. Subrecipient shall use routine work activities and real incidents to evaluate their public health capabilities.

III. Subrecipient Responsibilities

- A. Subrecipient's PHEP work plan and budget shall meet all requirements defined in this section and shall be evaluated by Department against the following criteria:
 1. Whether the work plan narrative adequately describes planned activities for the budget period;
 2. Whether the budget and work plan have a reasonable relationship, correlation, and continuity, where applicable, with data from past performance;

3. Whether the work plan includes adequate planned activities to monitor and demonstrate Pandemic and All-Hazards Preparedness and Advancing Innovation Act (PAHPAIA) and CDC defined performance measures;
 4. Whether the work plan includes adequate planned activities to prioritize, build and sustain public health capabilities;
 5. Whether the work plan includes adequate planned activities which reflect progress to coordinate public health preparedness program activities and leverage program funding;
 6. Whether the budget line-items contain sufficiently detailed justifications and cost calculations; and
 7. The completeness of the work plan and budget.
 - a) Department agrees to review the PHEP work plan and budget.
 - b) Following the initial review, Department staff may call or email the Subrecipient to collect additional information if needed.
 - c) Any programmatic questions regarding the submission requirements should be directed to the contact listed in Attachment A.
- B. Subrecipient shall submit a PHEP work plan to Department:
1. The work plan is due to the Department by July 31.
 2. The work plan shall include the program requirements listed in Section VI. Program Requirements.
 3. Department agrees to provide the PHEP work plan template via email thirty (30) days before the due date.
 4. The work plan must describe planned activities for each budget period within the five-year project period, and include:
 - a) Continuing efforts to build and sustain the 15 Public Health Preparedness Capabilities and six Domain Strategies;
 - b) Specific capabilities from the 15 Public Health Preparedness Capabilities and six Domain Strategies to work on in any single budget period;
 - c) The goal of working towards achieving operational readiness across all 15 Public Health Preparedness Capabilities and six Domain Strategies by the end of the current five-year project period based on their jurisdictional priorities and resources;
 - d) Building and maintaining each Capability and Domain to the scale that best meets their jurisdictional needs, so they are fully capable of responding to public health emergencies regardless of size or scenario; and

- e) The status of each PHEP Capability in the Work Plan, including any self-selected priority Capabilities for each budget period.
- C. Subrecipient shall submit progress reports to Department twice a year on activities performed.
 - 1. The mid-year progress report is due annually for each budget period by January 15, and:
 - a) Includes the performance period of July 1 through December 31 within the budget period;
 - b) Be fully completed by updating all mid-year progress report sections of the work plan; and
 - c) Include a progress report on PHEP work plan activities or changes and performance measurement activities.
 - 2. The end-of-year progress report is due annually for each budget period by August 15, and:
 - a) Encompasses the performance period of July 1 through June 30 within the budget period;
 - b) Be fully completed by updating the end-of-year progress report sections of the work plan; and
 - c) Include an outcome report on PHEP work plan activities and performance measurement activities.

IV. Subrecipient Budget Requirements

- A. Subrecipient shall provide a detailed line-item budget and line-item justification of the funding amount to support program activities and reflect the 12-month budget period.
- B. Subrecipient shall use Department provided budget template.
- C. Subrecipient budget is due to the Department by July 31.
- D. Department agrees to distribute the budget template via email no later than thirty (30) days before the due date.
- E. Subrecipient shall perform a substantial role in carrying out the project objectives.
- F. Subrecipient may use funds to:
 - 1. Participate in the National Association of County and City Health Officials (NACCHO) Project Public Health Ready recognition program;
 - 2. Conduct Community Assessment for Public Health Response (CASPER) training and assessments;
 - 3. Support activities related to Environmental Public Health Tracking (EPHT);
 - 4. Enhance or sustain public health informatics;

5. Maintain personnel needed to address chemical, biological, radiological, nuclear, and explosive threat response;
6. Support hosting, supervising, organization, training, and deployment of Medical Reserve Corps unit for public health responses;
7. Continue to develop, maintain, support, and strengthen surveillance and detection systems and epidemiological processes; and
8. Enable other reasonable programmatic purposes within the scope of the PHEP capabilities.

G. Matching of Federal Funds

1. Subrecipient shall provide non-federal contributions as a match, in the amount of 10% of the grant amount.
 - a) Subrecipient shall include the 10% match on the submitted budget.
 - b) Subrecipient narrative on the 10% budget match must be in the PHEP budget.
2. Subrecipient's matching funds may be provided directly (through Subrecipient staff time) or through donations from public or private entities, which may be cash or in kind, fairly evaluated, including plant, equipment, or services.
3. Amounts provided by the federal government or services assisted or subsidized to any significant extent by the federal government may not be included in determining such non-federal contributions.
4. Subrecipient shall refer to 45 CFR § 75.306 for match requirements, including descriptions of acceptable match resources. Subrecipient's documentation of match shall follow procedures for generally accepted accounting practices and meet audit requirements.

V. Evidence-based Benchmark

- A. Subrecipient shall demonstrate measurable progress toward achieving operational readiness across the 15 Public Health Preparedness Capabilities by the end of the current five-year project period based on their jurisdictional priorities and resources.
- B. Subrecipient must maintain updated pandemic influenza plans to prevent, control, and mitigate the impact on the public's health.
 1. Plans should address ways to help meet pandemic vaccination goals for the general population and goals targeting vaccination of critical workforce personnel.

VI. Annual Requirements

- A. Subrecipient shall determine risks and threats to the health of the jurisdiction through:
 1. Utilizing the Jurisdictional Risk Assessment (JRA);
 2. Collaboration with ASPR HPP Regional Coalitions hazard assessments; and
 3. Collaboration with other local partners such as emergency management for ongoing threat assessments.
- B. Subrecipient shall ensure all program activity, including plans, partnerships, and exercises, reflect inclusion of populations with access and functional needs and providers to these populations, to include:
 1. Populations at risk of being disproportionately impacted by incidents;
 2. Community-based organizations;
 3. Providers serving children;
 4. Long-term care facilities such as nursing homes;
 5. Mental/behavioral health providers; and
 6. Tribal nations and members in the jurisdiction, if applicable.

CDC encourages intentional planning and leadership efforts that address, improve, and advance health equity among all communities.
- C. Subrecipient shall review and update the following plans at least once every three years:
 1. All-hazards preparedness and response plan;
 2. Infectious disease response plan;
 3. Pandemic influenza plan;
 4. Medical countermeasures (MCM) distribution and dispensing plan;
 5. Continuity of operations (COOP) plan;
 6. Chemical, biological, radiological, nuclear, and explosive (CBRNE) response plan;
 7. Volunteer management plan; and
 8. Communications plan.
- D. Subrecipient shall update and maintain a fiscal and administrative preparedness plan updated once every 5 years. Plan shall include the following elements and processes:
 1. Fiscal Planning
 2. Emergency Legal Authority
 3. Fiscal and Administrative Emergency Processes
- E. Subrecipient shall participate in a statewide jurisdictional risk assessment in budget period 5.
- F. Subrecipient shall develop an Integrated Preparedness Plan (IPP) to define public health preparedness priorities, including:

1. Participation in Department's annual integrated preparedness planning workshop (IPPW), as scheduled;
 2. Exercise and training activities shall be coordinated across Subrecipient's jurisdiction to the maximum extent possible with the purpose of including the whole jurisdictional community; and
 3. IPPs include at least four years of progressive exercise planning.
- G. Subrecipient shall conduct evaluation and improvement planning based on lessons learned from exercises and real events and report on improvement planning items in the work plan.
- H. Subrecipient shall participate in Operational Readiness Reviews (ORR) by submitting support documentation as requested by the Department.
- I. Subrecipient shall participate as a core member of the designated ASPR HPP Regional Healthcare Coalition and support Emergency Support Function 8 (ESF-8) cross-discipline coordination with emergency management and other stakeholders.
- J. Subrecipient shall coordinate with cross-cutting public health preparedness partners.
1. PHEP program components shall complement and be coordinated with other public health, healthcare, and emergency management programs as applicable (city/county emergency management offices, emergency medical services providers, hazmat response agencies, law enforcement, fire agencies, mental health agencies, HCCs, and educational agencies).
 2. Subrecipient shall collaborate with their immunization program and related partners on syndromic surveillance and other activities to assure preparedness for vaccine-preventable diseases, influenza pandemics, and other events requiring a response.
- K. Subrecipient shall maintain the capability to activate and coordinate public health emergency operations, including activation of Subrecipient incident command system (ICS) and MCM activation.
- L. Subrecipient shall maintain a current critical contact sheet and incident command staff roster.
- M. Subrecipient shall maintain a staff designated as Public Information Officer, trained in crisis and emergency risk communication principles.
- N. Subrecipient shall have access to communication systems that maintain or improve reliable, resilient, interoperable, redundant information and communication systems and platforms.
- O. Subrecipient shall coordinate and disseminate information, alerts, warnings, and notifications to relevant partners.
- P. Subrecipient shall maintain jurisdictional readiness to vaccinate critical workforce personnel and the general public.
- Q. Subrecipient shall annually update Regional Distribution Site (RDS) site survey.

- R. Subrecipient shall provide resources necessary to protect public health first responders, critical workforce personnel, and critical infrastructure workforce from hazards during response and recovery operations.
- S. Subrecipient shall participate in monthly redundant communications drills with the Department.
- T. Subrecipient shall train on skills necessary to protect public health first responders, critical workforce personnel, and critical infrastructure workforce from hazards during response and recovery operations.
- U. Subrecipient shall meet National Incident Management System (NIMS) compliance requirements.
 - 1. Subrecipient shall adhere to national guidance and policies outlined in publications, including the National Response Framework (NRF), Presidential Policy Directive 8: National Preparedness, the National Preparedness Goal, and the National Preparedness System.
 - 2. Subrecipient shall conduct response operations following the ICS.
 - 3. Subrecipient shall conduct training for incident command and support personnel and test staff assembly processes for notifying personnel to report physically or virtually to the public health emergency operations center or jurisdictional emergency operations center during a drill or real-time incidents once during the budget period.
- V. Subrecipient shall conduct at least one annual public health exercise or drill.
 - 1. The exercise or drill shall test preparedness and response capabilities and specifically demonstrates involvement of AFN partners.
 - 2. Credit allowed for real incidents as long as AFN partners were engaged. .
- W. Subrecipient shall submit one after-action report and improvement plan (AAR/IP) for a response to a real incident or exercise conducted during each budget period within 120 days of exercise date.
- X. Subrecipient shall report on preparedness training conducted during each budget period and describe the training's impact on their jurisdiction as part of the end-of-year report.
- Y. Subrecipient shall continue to develop, implement, test, and strengthen administrative preparedness strategies.
 - 1. Subrecipient shall work to strengthen administrative preparedness planning, to include:
 - a) Expedited procurement;
 - b) Receipt of emergency funds;
 - c) Expedited staff hiring and reassignment; and
 - d) Emergency legal authorities.
- Z. Subrecipient shall develop and maintain capability to ensure the health and safety of public health first responders, including:

1. Distribute and dispense medical and nonmedical countermeasures to public health first responders;
2. Purchase personal protective equipment (PPE), support fit testing, and maintain respiratory protection programs for the public and health care sector workforce;
3. Promote coordinated training and maintenance of competencies among public health first responders, health care providers including Emergency Medical Services (EMS), and others as appropriate, on the use of PPE and environmental decontamination; and
4. Collaborate, develop, and implement strategies to ensure the availability of effective supplies of PPE by working with suppliers and health care coalitions to develop plans for purchasing, caching, or redistribution/sharing.

AA. Subrecipient shall include volunteers in training, drills, exercises, and/or real incidents to develop and maintain volunteer management competency.

1. If Subrecipient does not use volunteers, Subrecipient shall document how they will manage volunteers in their response plan.

BB. Subrecipient shall submit progress reports, program, and financial data, including descriptions of:

1. Progress in meeting the evidence-based benchmark;
2. Accomplishments that show the impact and value of the PHEP program in Subrecipient's jurisdiction;
3. Incidents requiring activation of the emergency operations center and Incident Command System;
4. Preparedness activities conducted with PHEP funds;
5. Activities on which PHEP funds were spent and the recipients of the funds;
6. The extent to which stated goals and objectives as outlined in the PHEP work plan have been met;
7. The extent to which funds were expended consistently with the funding applications; and
8. Situational awareness data during emergency response operations and other times as requested.



COMMISSION STAFF REPORT

MEETING DATE: August 8, 2023

ITEM TITLE, PRESENTER: 2024 Rural Grant Fund Elaine Gizler, Economic Development and Visitor Services Director.

RECOMMENDATION: Business Action

SUMMARY: This San Juan County Commission letter supports the San Juan County Economic Development & Visitor Services Department's application to apply for the 2024 \$200,000 Rural Grant. The funds will allocate \$170,000 to the local business community. The funds will also be used for the annual Business Basecamp summit held in November, A San Juan County Blight Report to identify properties in the county and to share with each city and to be used for possible grant funding, and independent grant writer contract, Vista Volunteer, and the Statistical dashboard.

HISTORY/PAST ACTION. San Juan County has received this grant for the last several years.

FISCAL IMPACT: \$ 25,000 from the ED & Tourism Budget for 2024

2023-2024 Proposed Rural Grant Fund SJC 7 20 23	
San Juan County Economic Development	
	Proposed
Grant Funding Business Retention and Expansion	\$170,000.00
San Juan County Commercial Business Blight Report	\$15,000.00
San Juan County Business Summit	\$17,000.00
Economic Development Vista Volunteer- Native American Focus	\$4,000.00
Grant Writing Contractor	\$19,000.00

Grants to local businesses, 2022 Grant we gave away 173,000 to applicants we had 1 million of requests

This will be for the annual San Juan County Business Conference & EXPO in Blanding

To cover a full year of the Vista Volunteer for 2023

Covering the fee for the San Juan County Grant Writer

\$225,000.00 San Juan County will put in 25,000 toward the Grant Allocation



SAN JUAN COUNTY COMMISSION

Item 15.

Bruce Adams	Chairman
Silvia Stubbs	Vice-Chair
Jamie Harvey	Commissioner
Mack McDonald	Administrator

July 31, 2023

Governors Office of Economic Opportunity

Director of Community Grants

60 East South Temple, Suite 300

Salt Lake City, UT 84111-1041

RE: San Juan County, Utah's 2024 Rural Grant Application

This letter signifies support for the San Juan County application for the Rural Grant Fund.

As the San Juan County Board of Commissioners, we support these efforts since this funding directly supports businesses within San Juan County. Business Expansion and Retention are a crucial focus for our San Juan County. This funding is a crucial element for San Juan County.

Sincerely,

Bruce Adams, Commission Chair

San Juan County, Utah



SAN JUAN COUNTY COMMISSION

Item 16.

Bruce Adams	Chairman
Silvia Stubbs	Vice-Chair
Jamie Harvey	Commissioner
Mack McDonald	Administrator

August 8, 2023

Economic Development Administration
U.S. Department of Commerce
1401 Constitution Avenue, NW Suite 71014
Washington, DC 20230

Subject: Letter of Support & Commitment for Advanced Manufacturing for Critical Materials

To Whom it May Concern:

San Juan County is in support of the Intermountain Critical Materials Consortium's (ICMC) submission for the EDA FY 2023 Regional Technology and Innovation Hub Program Phase 1 Notice of Funding Opportunity (NOFO) by Utah Advanced Materials and Manufacturing Initiative (UAMMI).

San Juan County has carefully reviewed the application and we are committed to executing its roles, responsibilities, and commitments. In accordance with the guidelines set forth in section C.1. of the Notice of Funding Opportunity (NOFO), we hereby self-identify as a Political Subdivision of the State of Utah and partner with UAMMI. We agree to commit our support to this project.

San Juan County supports the designation of a Critical Materials Tech Hub in Utah led by UAMMI and are excited about the positive support and impact the Intermountain Critical Materials Consortium can bring to our community. We are committing ourselves to supporting these important initiatives with resources as we can identify and allocate during phase 1, including identification of future commitments during phase 2.

- Workforce development planning
- A continuation of support for funding for ongoing rare-earth mineral extraction currently taking place in San Juan County
- Partnerships with rare-earth mineral suppliers who can provide ore which can be used for the extraction of rare-earth minerals
- Ongoing legislative support to open up more uranium milling and rare-earth mineral extraction

We look forward to being actively engaged with the consortium to make Utah a global leader in critical materials production and technology.

Sincerely,

Bruce Adams
Commission Chair



STAFF REPORT

MEETING DATE: July 13, 2023

ITEM TITLE, PRESENTER: Consideration and Approval of Spanish Valley Overnight Accommodations Overlay Development and Site Master Plan for the Balanced Rock Resort, Mack McDonald

RECOMMENDATION: Consideration and Approval

SUMMARY

On June 20, 2023, the San Juan County Board of Commissioners approved the Spanish Valley Overnight Accommodations Overlay Application for Gardner Plumb LLC for 72 acres of private property in Spanish Valley as described below:

Property:

- Parcel 1: 27S22E063001, 35.92 acres
- Parcel 2: 27S23E063000, 10.01 acres
- Parcel 3: 27S23E010001, 26.34 acres

Current Zoning:

These parcels are in the Residential Flex Planned Community District (RF). The rezone of the property was approved at the May 16, 2023 Board of Commissioners Meeting.

This application approval approves the rezone of the Overnight Accommodations Overlay District for these parcels and attaches the overlay to their Balanced Rock Resort development.

In the past the Planning Commission has approved SVOAO applications in three steps. Step one applies the overlay to the property, and step two (which we are currently at) attaches it to the specific project or development, and step three is development agreement, project plan, or subdivision plats. These are then approved by the Board of Commission.

This three-step consideration process is outlined in Chapter 10 of the Spanish Valley Development Ordinances, and has established somewhat of a precedent, and to be consistent in the way we handle these applications, the Planning Commission would consider this application in two steps rather than one.

Step two requirements and what is to be addressed is a Planning Commission recommendation to the San Juan County Board of Commissioners of which land area is to be rezoned and general terms upon which it is approved, including but not limited to the following: Proposed primary uses, number of

rooms/units, design and development conditions, special conditions and requirements, other uses and development requirements.

The next step approves the Specific Site, Property or Development, once approved, we then move towards that final step of approving the Development Agreement.

HISTORY/PAST ACTION

At the March 9, 2023 Planning Commission Meeting the Planning Commission held a public hearing on this rezone application. The board voted to table this item and asked for a legal opinion about whether the Spanish Valley Overnight Accommodations Overlay could be applied for properties in the Residential Flex District or not. The legal opinion stated that the overlay could be applied to properties in the RF district. The legal opinion is included in the application as Exhibit C.

At the April 13, 2023 Planning Commission Meeting the Planning Commission voted to recommend approval of the rezone application without considering this the first step of the PC approval process. The positive recommendation passed with 3 voting yea and 2 voting nay.

At the May 16, 2023 Board of County Commissioners Meeting, the County Commission approved the rezone request with a unanimous vote.

At the June 8, 2023 Planning Commission Meeting, the Planning Commission voted to recommend step one, to attach the Spanish Valley Overnight Accommodations Overlay to the specified parcels of land. The PC voted unanimously to recommend the overlay.

On June 12, 2023, the Board of County Commissioners approved the Overlay Application for Overnight Accommodations District.

On July 13, 2023, the Planning Commission Approved the Application Site Specific Plan, Property or Development with the condition that the developer maintains the development at 269 ERU's (360 units), approving the Site Master Plan revision date of July 11 with updates complying with Chapter 10 with the additional condition that if the lodge does not take place that the site plan and plat be brought back to the Planning Commission for approval.

Site Master Plan

(draft)

Spanish Valley
San Juan County, Utah

March 29, 2023
(Revised: August 4, 2023)



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SMP Exhibit F:	Traffic Analysis
SMP Exhibit G:	Architectural and Landscape Design Guidelines

Introduction

The Gardner Plumb group proposes to develop approximately 72.27 acres of land that is currently owned by the Elkin Spielman Charitable Remainder Trust. The land is located on the north end of Spanish Valley, in San Juan County, and is generally very flat. This Site Master Plan outlines our vision for the Balanced Rock Resort community we plan to build. It is in “draft” form at present, and we look forward to working with the County to refine this vision.

This Site Master Plan is a requirement found in Chapter 10 of the San Juan County Zoning Ordinance for a rezone to apply the Overnight Accommodations Overlay to the Property. Development of Balanced Rock Resort is subject to the development standards set forth in Chapter 10.

This Site Master Plan has been adapted from the Community Structure Plan (CSP) that was submitted as part of a request to rezone the property to Residential Flex.

To minimize confusion for readers switching between the two plans, we have kept the original numbering from the CSP. The information has been edited to reflect changes in our draft layout and supplemented with information to address the requirements found in Chapter 10.

Statement

The Balanced Rock Resort will be a high-quality master-planned community consisting of a variety of residential products (single-family homes, duplex/twin homes, townhomes) and a lodge, all with overnight accommodations being allowed. Employee and affordable/moderate income housing options will be included, without the option for overnight rentals. This Resort community is designed to appeal to residents and visitors who enjoy living and recreating in the greater Moab area.

The Resort is sited on one of the few pieces of private property where a community of this style can be built. There is very little private land of large enough acreage available in the San Juan County portion of Spanish Valley to allow this type of community, and Grand County and Moab City ordinances practically preclude a development like Balanced Rock north of the county line.

The ability to master-plan the Resort from the ground-up will allow the creation of a community that addresses upfront many of the issues that face neighborhoods where overnight rentals have become a patchwork amidst long-term occupied homes (a prime example are the neighborhoods just to the north of Balanced Rock Resort). Buyers of property within the Resort will know from the first moment that they are buying into a community that allows overnight rentals.

The Overnight Accommodations will mean that the properties in the Resort will have a higher value than similar residences without the overnight application. This will result in increased property taxes being paid to the county. Along with the lodge, the residences will provide

additional revenue to the county by way of paying the Transient Room Tax (TRT) that is required of short-term rentals.

San Juan County Spanish Valley Area Plan and the San Juan County General Plan

(How the proposed development is consistent with both Plans.)

The Balanced Rock Resort development aligns with the Spanish Valley Area Plan and the San Juan County General Plan as follows.

Growth and Development Areas

The Spanish Valley Area Plan identifies the types of growth and development areas:

Private Land Areas: *This area consists of both developed and undeveloped land that is owned by numerous private parties. Since the area has been inconsistently planned, the focus is on meeting the following needs:*

- *Establishing a rational and coordinated system of road and storm water conveyance systems.*
- *Providing transitions between existing and future incompatible uses.*
- *Facilitating limited subdivision and densification where opportunities exist.*
- *Ensuring that future development follows a new system of guidelines that promote safe, coordinated growth and development.*

Central Development Areas: *Located in the center of the valley, these are the flattest and easiest-to-develop areas. They are suitable for a wide range of development, including residential, civic, institutional and parks/open space uses. They also support limited development of local commerce and community services. The large tracts of contiguous land are primarily under single ownership, which promotes the application of coordinated development strategies.*

Flex Development Areas: *These areas provide unique opportunities to create an economic base for the valley... A flexible development approach should be considered to allow market developments and opportunities to be addressed.*

The Balanced Rock Resort could fit into any, or all, of the above-defined categories.

Infrastructure

As stated in the San Juan County General Plan, ***“The thing that will influence the location of development the most in the county is the location of public infrastructure.”*** The relatively recent improvements to infrastructure (sanitary sewer, water lines, water tank/pump, and power) make the Balanced Rock Resort location ideal for development.

Phasing

The Spanish Valley Area Plan outlines the phased timing for future development:

“Residential development should be implemented sequentially from north to south as part of a rational extension of municipal water and sewer services (Phases 1-6).”

The Area Plan defines the first phases to be developed, and states that Phases 1 and 2 will be the first to use the existing water supply. The map on page 35 could define that the Balanced Rock Resort property is in Phase 1, while the accompanying text seems to suggest that it could be in Phase 1 or Phase 2:

- ***Phase 1 – 700 acres:*** Existing and undeveloped private lands.
- ***Phase 2 – 950 acres:*** Primarily residential neighborhood. Bulk of land in single ownership (SITLA) supports coordinated design and development, with higher density in the Central Neighborhood Development zone. Supports application of coordinated design and development principles. Includes a small neighborhood center, two regional parks and a community park as primary amenities/destination.

The Spanish Valley Area Plan makes the following statement regarding the development of private land: ***“There has been little planning direction in this area in the past, resulting in an inefficient and helter-skelter pattern of development.”*** A master-planned Resort with short-term rentals allowed from the start will eliminate the chance of a “helter-skelter” type community being built.

The San Juan County General Plan defines some of the Land Use Goals & Policies that support the development of the Resort:

- ***Encouraging cluster developments to preserve open space.***
- ***Requiring residential development to locate within existing communities or within areas where services are provided at a level that will meet demand of development.***
- ***Ensuring that commercial and industrial development locate near existing utilities or pay for the extension of services needed themselves. (Some tools to make this more achievable are impact fees and development agreements.)***

The Spanish Valley Area Plan states some key principles that support the Balanced Rock Resort concept:

- ***The needs of the partially developed Private Development Areas will be significantly different than the undeveloped areas to the south. The application of separate guidelines and ordinances for both areas should be considered.***
- ***Guidelines and ordinances...should encourage coordinated development of large tracts of land under single ownership. They should be easy to understand and promote planning and creative design.***
- ***Discouragement of strip development and encouragement of the establishment of centers, nodes and of destinations.*** [Note: The Highway Flex zone is a prime example of

“strip” mentality. Balanced Rock Resort’s dispersed location on a utility spur to the immediate east of SITLA’s Neighborhood Center is a prime example of a tasteful destination community in the valley.]

- **Clarification of minimum park and open space standards. *Open space corridors should be encouraged for the location of stormwater detention facilities, trails, parks and to link neighborhoods to public lands.***
- **The major road systems consist of four east/west roads linking development areas to US-191 and Spanish Valley Drive/La Sal Loop Road. *A full range of collector and local roads should also be included, laid out in response to the natural topography and the valley landscapes.***
- **The various Development Districts should encompass a *wide range of residential uses and types to meet the full range of socio-economic and life cycle needs of the Study Area.* Densities should be higher in Central Development Areas, with lower density/larger lot development focused in the outlying Perimeter Development Areas.**
- **Major and minor streams and washes should be incorporated into the community structure as part of a Low-Impact Development (LID) approach where appropriate. *These systems should be coordinated with the regional park, open space, and trails system.***

Economic Driver

“The San Juan County General Plan is not intended to be a static document. Rather, it is intended to be used on a regular basis to identify and direct where various activities will be located, the strategies of the county to encourage certain land uses and the requirements for their establishment, to identify priorities for county actions, and resource allocation decisions, and to identify provisions of required services and their adopted standards.” (p. 6, San Juan County General Plan)

During the San Juan County Board of Commissioners Meeting on January 17th, 2023, a resolution was passed encouraging economic development, a renewed effort to improve zoning to increase economic development opportunities, and a commitment to work with developers, property owners, and the public in bringing vitality and growth to San Juan County.

Northern San Juan County is sited beautifully to prosper from the wide variety of recreational opportunities that draw residents and visitors to the greater Moab area. San Juan County can, and should, obtain a bigger share of the profits these assets create.

“The County has many natural assets that can provide a strong economic foundation. There is an unparalleled concentration of national and state parks, monument, recreation areas and abundant natural resources. The County also

provides an attractive quality of life for those looking for open space, low levels of crime, and a strong community atmosphere.” (p. 22, San Juan County General Plan)

“Many residents see tourism as the most promising economic resource. Much of the growth in government jobs has been attributed to education and social service programs addressing the poverty and education gap in the region.

Economic development is a priority of all county residents.” (pp. 140-141, San Juan County General Plan)

The Balanced Rock Resort, with an Overnight Accommodations Overlay, can add significantly to the transient room taxes, and add to property values that will result in higher taxes paid to San Juan County. The Resort will draw residents and visitors from the already insufficient housing and lodging options in Moab.

The project will be a quality “anchor tenant” that will positively influence how SITLA’s Neighborhood Center evolves with services and amenities that will be patronized by the visitors and residents of Balanced Rock Resort. A variety of service venues (restaurants, coffee shops, grocery stores, wellness businesses and the like) will benefit from the Resort’s population base and will be within walking or biking distance. **Balanced Rock Resort and SITLA’s Neighborhood Center will create a symbiotic relationship.**

The net result will be increasing the taxes paid to the county, and helping provide a stronger base population to support the businesses that will reside in the future Neighborhood Centers sited along Spanish Valley Drive. The Resort will help even out the disparity between Grand County and San Juan County when it comes to revenue derived from residents and visitors.

“While neighboring Grand County shifted to a tourism economy, San Juan County remained reliant on agriculture and other services. While residents would like to see agriculture, grazing, and timber preserved, the services, government, and non-farm proprietor sectors are now projected to create the most jobs in coming decades.” (p. 140 of San Juan County General Plan)

The San Juan County General Plan references a Kem C. Gardner Policy Institute (“Policy Institute”) Profile on Travel & Tourism in Utah, dated 2015, and states that in San Juan County in 2015 the Average Daily Room Rate was \$100.04, and the occupancy rate was 56.8%, both are below the State average. And, that the transient room tax generated in San Juan County in 2015 was \$840,929.

A more recent Policy Institute analysis (The State of Utah’s Travel and Tourism Industry 2021) * offers some interesting, updated information on visitor spending and tax revenue. It is interesting to compare the data regarding San Juan County and Grand County (Please see SMP Exhibit: D). San Juan County can do more to capture more of the revenue generated by visitors to the area.

*Kem C. Gardner Policy Institute, The State of Utah's Travel and Tourism Industry 2021, February 2023:
<https://gardner.utah.edu/wp-content/uploads/TT-Report-Feb2023.pdf>

As a disclosure, some principles of "Gardner" of "Gardner Plumb LLC" are affiliated with the Policy Institute.

Affordable Housing

While the Balanced Rock Resort community will not solve the affordable housing situation discussed in the San Juan County General Plan, the eight duplex/town homes and one fourplex reserved for employees and locally employed persons, can provide homes for 20 families. (Note: On June 26, 2023 we increased the number of duplex/town home units from 14 to 16 on our latest layout. We will do our best to fit those units on the land as indicated on the layout, but actual building design and setbacks may dictate the exact number of units. An option of adding a single-family lot to the affordable lot mix may give us the ability to maximize the land along the northernmost road that is set aside for affordable housing.)

*"Spanish Valley - ...there will be approximately 68 households in need [of affordable housing] by 2030. With the current supply of 31 affordable units, **there will be a need for 37 more affordable units by 2030.**"* (p. 52, San Juan County General Plan)

In accordance with the guidance in the San Juan County Plan, Balanced Rock Resort will work with the county to utilize federal and state tax credits to subsidize housing to make it more affordable and utilize rental assistance programs available at the federal and state level.

*"It is expected that the new infrastructure in the Spanish Valley area will **facilitate a significant amount of residential development, some of which could be directed toward workforce housing.**"* (p. 53, San Juan County General Plan)

Site Plan

Please refer to the draft layout as you read the following pages. (SMP Exhibit: E)

1. Name of Planned Community

Balanced Rock Resort

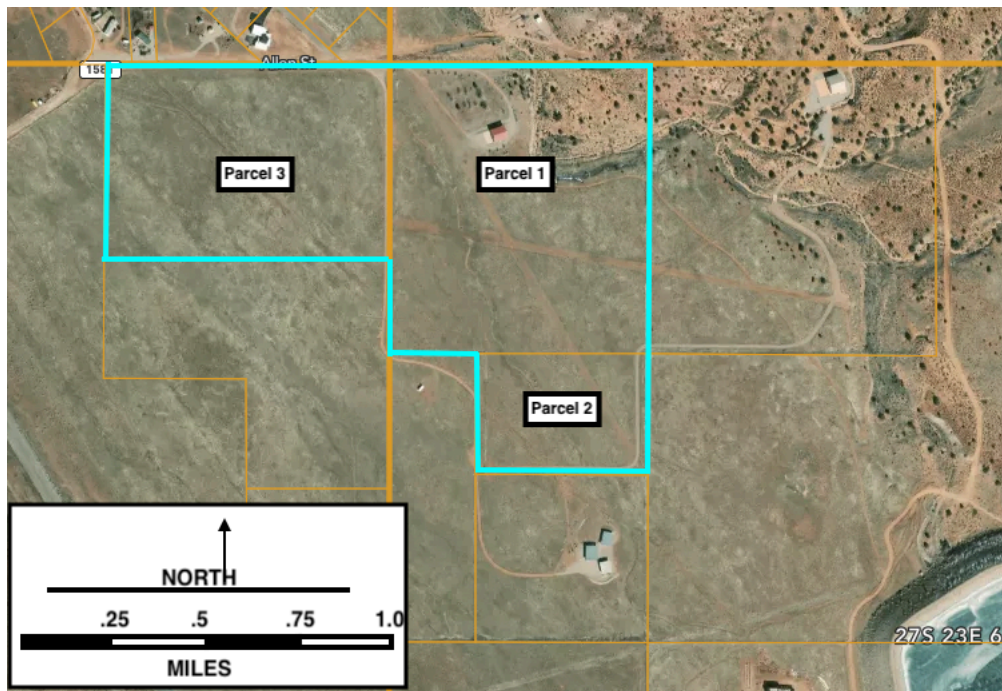
2. Name, Address, and Phone Number of Applicant and Property Owner

Property Owner: Elkin Spielman Charitable Remainder Trust
 Karl Spielman and Melinda Elkin
 404 W. Main Street, #123

Cortez, CO 81321
435-260-1383

Applicant: Gardner Plumb LLC
Jim Schnepel
201 S. Main Street, Suite 2000
Salt Lake City, UT 84111
801-231-3666

3. Site Master Plan Location, Legal/Boundary Description and Acreage ("Property")



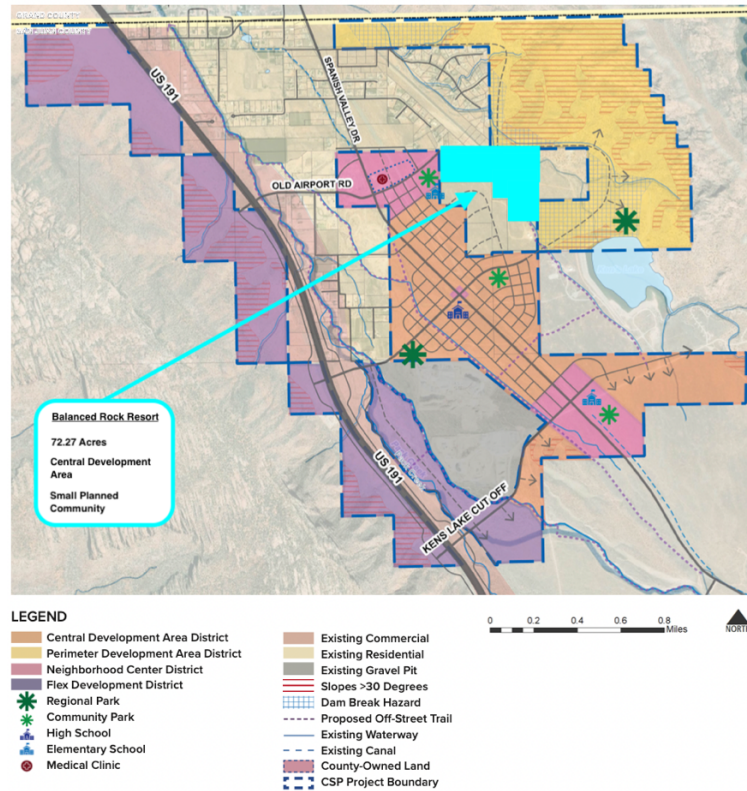
Parcel 1:
Township 27 South, Range 23 East, SLBM
Section 6: Lot 2
Parcel No: 27S23E063001

Parcel 2:
Beginning at a point which is South 89° 55' East 391.9 feet and North 767.4 feet from the West $\frac{1}{4}$ corner of Section 6, Township 27 South, Range 23 East, SLM, and proceeding thence North 552.7 feet to a corner, thence South 89°57' East 788.1 feet to a corner, thence South 552.7 feet to a corner, thence North 89° 57' West 788.1 feet to the point of beginning
Parcel No. 27S23E063000

Parcel 3:
Beginning at the Northeast corner of Section 1, Township 27 South, Range 22 East, SLM, and proceeding thence with the East line of said Section 1, South 0° 04' West 867.3 feet to a corner, thence South 89° 58' West 1321.3 feet to a corner, thence North 0° 04' East 869.4 feet to a corner, thence with the North line of said Section 1, South 89° 56' East 1321.3 feet to the point of beginning.
Parcel No. 27S22E010001

4. Proposed Land Use District Boundaries and Acreages

This map was taken from SITLA's South Valley Community: Community Structure Plan (dated August 2, 2022) and modified to illustrate how a rezone will correlate with what is planned for the greater area.



As mentioned above, Balanced Rock Resort will be a complementary addition to what is planned in the surrounding SITLA lands. The Resort abuts **SITLA's planned Neighborhood Center District** which is planned to be a:

"Mix of residential, office, commercial and similar uses proposed as part of creating a discernible mixed-use community. Uses may be mixed vertically or horizontally. 30% of acreage is assumed to be dedicated to trails, open space, local parks, etc. It is assumed that 50% of developable area will be dedicated to residential uses with an average density of 8 units per acre. The remaining 50% of the developable area is assumed as office, commercial and similar uses with a F.A.R. of 0.25." (p. 9 of South Valley Community: Community Structure Plan, August 2, 2022)

5. Maximum Number of Dwelling Units and Acreages, and Graphic Presentation

Gross Acreage: 72.27 acres (per survey)

Maximum Project Density (as allowed by ordinance) (Table A)

Maximum Project Density (as allowed by ordinance)

Land Use Table: Acres and Density

ACRES	MAXIMUM SQ. FT. NON RESIDENTIAL *	MAXIMUM UNITS/ROOM	MAXIMUM ERUs**	DESCRIPTION
72.27			361	Number of units/ERUs allowed at 5 units/acre density***
32.5		322	322	Single-family, duplex/twin homes, work/play townhomes
5	45,000	130	39	130 Lodge rooms converted to units at 30% rate
		452	361	Total ERUs
3.06				Community space, including clubhouse and grounds
	5,800			Clubhouse (acres are noted above)
16.6				Open space

*. The Lodge maximum square footage figure is for the main level. It is anticipated to have additional levels, up to three total.

** ERUs = Equivalent Residential Units

*** The Central Development Areas allow for "4-5 residential units/ERUs per acre."

(Due to discrepancies in the Spanish Valley Ordinances, 5 units/ERUs per acre is permitted in the PC Residential Flex Zone with a plain reading of the Ordinance. If needed, the applicant will apply to obtain a bonus density under the PUD ordinance, which offers a 10% bonus.)

Anticipated Project Density (per conceptual layout) (Table B)

Land Use Table: Floor Area Ratios (FAR), and Acres by Lot Type

LOT TYPE	LOT QTY	TOTAL UNITS	BUILDING FOOTPRINT SF	TYPICAL LOT SF	FAR	TOTAL ACRES BY LOT TYPE	LOT TYPE AS % OF TOTAL ACRES*	NOTES
Single-Family "5k SF Lots"	41	41	2,200	5,500	40.0%	5.2	7.2%	
Single-Family "10k SF Lots"	46	46	3,500	10,000	35.0%	10.6	14.7%	
Single-Family "12k SF Lots"	6	6	3,500	12,000	29.2%	1.7	2.4%	
Single-Family "37k SF Lot"	1	1	5,865	36,918	15.9%	0.8	1.1%	SF equals hangar plus a to-be-built home.
Duplex/Twin Homes	41	82	2,800	10,450	26.8%	8.9	12.3%	There will be 2 living units per lot, for a total of 74 units.
Townhomes (Live/Work/Play)	34	34	2,400	4,400	54.5%	3.4	4.7%	
	169	210				30.6	42.3%	Totals
Duplex/Twin Homes	8	16	2,200	8,370	26.3%	1.6	2.2%	Employee/Affordable
4-Plex	1	4	5,600	14,787	37.9%	0.3	0.4%	Employee/Affordable
	9	20				1.9	2.6%	Totals
Lodge	1		45,000	152,024	29.6%	5.0	6.9%	The Lodge lot is 3.49 acres + 1.51 acres for parking.
Clubhouse	1		5,800	133,294	4.4%	3.1	4.3%	
Open Space	MISC.					16.69	23.1%	
Overflow/RV Parking	MISC.					1.08	1.5%	
Streets	MISC.					13.43	18.6%	

* Total acres of projects: 72.27

NOTE: The Affordable housing for the duplexes/town homes will target locally employed persons. Building design and lot setbacks may dictate the exact number of affordable units that will fit on the allocated land along the northernmost road.

Total number of overnight accommodation units (per conceptual plan)

- The conceptual plan shows 249 Units/ERUs (Equivalent Residential Units) that will be allowed to provide overnight accommodations:
 - 210 ERUs for the 210 Residential Units
 - 39 ERUs for the 130 Lodge Rooms
- The 249 Units/ERUs on 72.27 acres equals a density of 3.44 units/acre.

Although the underlying density would allow for a higher concentration of units with the application of the PUD ordinance, planned communities like Balanced Rock Resort are

more concerned with tasteful design for the residents and visitors than about maximizing density at the expense of amenities.

As a comparison, SITLA's neighboring Neighborhood Center is anticipated to have an average density of 8 units per acres. If this same density were applied to Balanced Rock Resort, it would equate to 578 units on our 72.27 acres.

Lodge Alternative: If the lodge is not built, or if a lodge with fewer than 130 units is built, any unused units/ERUs of the 130 that are allocated to the lodge may be converted/applied to other residential uses and/or any other facility(s) that allows overnight accommodations. Overnight accommodations will be allowed in any added residences if they are not added in the affordable housing area along the northern border of Parcel 27S22E010001 (identified as Parcel 3 on the survey in SMP Exhibit: E).

Lot Descriptions

The conceptual plan includes the following property types:

- a) **Single-Family:** These lots will be used for single-family homes. The lots include a range of sizes (denoted in the Table B, above) that will accommodate a range of house sizes and selling price points.
- b) **Duplex/Twin Home:** These lots will be used for duplex units, or the lots may be split and sold as individual lots for twin homes. If the lots are split, it will not change the density of the project. The lot split option is included in part to be able to react to market conditions that might favor twin homes to duplex lots, and to support the build-out of the affordable housing where having a rental component (duplex unit) may make it difficult or impossible for buyers to obtain financing.
- c) **Four-Plex:** This lot is for the development of a four-plex that will be used for employee or affordable housing.
- d) **Townhomes (live/work/play):** These lots will be used for single-family townhomes, which will feature a large garage for "toy" storage and/or work-related equipment.
- e) **Lodge:** This property (5 acres total) is reserved for a lodge/hotel/motel that may be up to 130 units in size. If the lodge/hotel/motel requires less acreage, or if one is not built at all, the unused acreage and ERU's may be converted to other uses (see "Lodge Alternative, above"), but the overall project density may not exceed what is called out in Table B, above.

Parking Spaces

The following Ordinances address the parking requirements for Balanced Rock Resort:

San Juan County Zoning Ordinance (Amended Sept. 2011): Chapter 5 (Parking Requirements, Loading Space, and Motor Vehicle Access) of the Ordinance states:

Off Street Parking: *There shall be provided at the time any building is enlarged or increased in capacity, minimum off-street parking space with adequate provisions for ingress and egress by standard-sized automobiles as hereafter provide.*

Size: *The dimensions of each off-street parking space shall be at least nine (9) feet by twenty (20) feet for diagonal or ninety-degree (90) spaces; or nine (9) by twenty-two (22) feet for parallel spaces, exclusive of access drives or aisles, provided that in parking lots of not less than twenty (20) parking spaces the building inspector may approve a design allowing not more than twenty (20) percent of such spaces to be not less than seven and one-half (7 ½) feet by fifteen (15) feet to be marked and used for compact automobiles only.*

Parking Space for Dwellings:

*In all residential zones there shall be provided in a private garage, or in an area property located for a future garage, **space for the parking of one (1) automobile for each dwelling unit in a new dwelling, or each dwelling unit added in the case of the enlargement of an existing building.***

Parking Space for Buildings or Uses Other Than Dwellings: [Lodge]

For a new building, or for any enlargement or increase in seating capacity, floor area or guest rooms of any existing main building, there shall be at least one (1) permanently maintained parking space of not less than one hundred eighty (180) square feet net area as follows: [Note: The subsequent “as follows” sections were not included here due to not being applicable to the clubhouse.]

San Juan County Spanish Valley Development Ordinances of the San Juan County Ordinance (September 13, 2019): Chapter 10 (Spanish Valley Overnight Accommodations Overlay District Requirements states:

Page 79: *A narrative and graphic representation of the development, documents and presenting the proposed development and land uses by:*

- *Total number of parking spaces required and provided, including bicycle parking;*
- *Parking, service and loading area acreage/spaces;*

Page 82: *Design and Evaluation Criteria:*

- ***Incorporates well-designed and laid-out access roads, parking lots, trails and pathways that are specifically designed for the convenience and safety of pedestrians and cyclists as well as for meeting the needs of vehicles;***

Page 89: *Parking Requirements:*

- *Ensure an appropriate level of vehicle parking, loading, and storage to support a variety of land uses.*
- *Provide appropriate site design standards to mitigate the impacts of parking lots on adjacent land uses and zoning subdistricts.*
- *Provide specifications for vehicular side access.*

Page 90: General Requirements:

- *Off-street parking spaces shall be provided in conformance with established site design requirements.*
- *Required Accessible Parking – **parking facilities accessible for persons with disabilities shall be in compliance with or better than the standards detailed in the state Accessibility Code, including quantity, size, location, and accessibility.***

Balanced Rock Resort is planned to have the following minimum number of parking spots available for its residents at each residence:

Single-Family:

Garage: 2 vehicle
 Driveway: 2 vehicle
 4 spaces minimum

Duplex/Twin Home:

Garage: 2 vehicle
 Driveway: 2 vehicle
 4* spaces minimum

*2 total vehicles per unit, or 4 total units per building (2 units)

Townhomes:

Garage: 2 vehicles
 Driveway: 2 vehicles
 4* spaces minimum

*It is likely that the townhomes will have large garages that will accommodate more vehicles.

Fourplex:

Garage: 1 vehicles
 Driveway: 1 vehicles
 2 spaces minimum

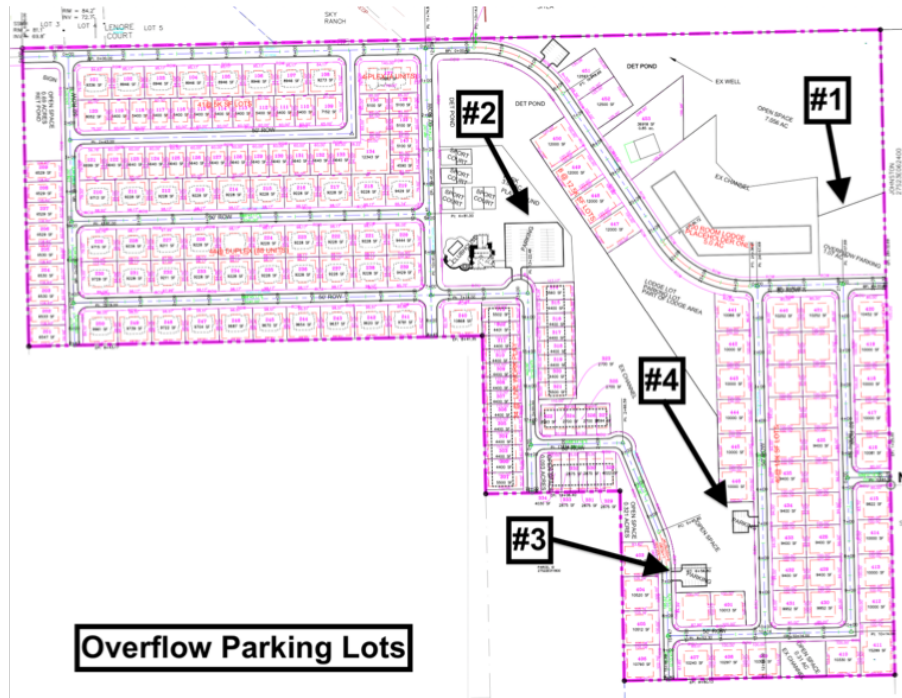
Total Minimum Parking Spaces at Residences (Note, this does not include residences where the owner has added extra driveway space or a garage to house RVs.)

Residential: Minimum Required Off-Street Vehicular Parking Spaces

TYPE	GARAGE	SURFACE (driveway)	TOTAL SPACES PER RESIDENCE	QTY OF RESIDENCE TYPE	TOTAL SPACES IN COMMUNITY
Single-Family "5k Lots"	2	2	4	41	164
Single-Family "10k+ Lots"	2	2	4	53	212
Duplex/Twin Home*	2	2	4	82	328
Townhome*	2	2	4	34	136
Duplex/Twin Home* (affordable)	2	2	4	16	64
Fourplex* (affordable)	1	1	2	4	8
				230	912

* Parking spaces are specified for each dwelling unit (for example, a duplex has 2 units)

Overflow Parking Lots: Balanced Rock Resort will have the following overflow parking areas where residents and guests may park if they are unable to park their vehicles, RVs, or trailers at their residence.



Overflow #1: 10 cars and 30 oversized vehicles (trucks w/trailers or RVs)

- This is a 1.07-acre parking area located just to the east of the Lodge, and will accommodate single vehicles, vehicles attached to a trailer, and RVs.
- It can be used for long-term storage of residents or guests who are living in the community.
- It will be finished with a pervious material, such as crushed gravel, and will not be striped.
- It will likely have a fence around the perimeter, and possibly a gate.

Overflow #2: 52 spaces

- This parking area is designed to accommodate the needs of the clubhouse/pool area plus provide overflow parking for other vehicles.
- It will accommodate up to 52 vehicles, some of which will be ADU compliant.
- It will be used for short-term parking.
- It will be paved and striped.
- It will not have a perimeter fence.

Overflow #3: 12 spaces

- This parking area is located at the south end of the development.
- It will be used for short-term parking.
- It will be paved and striped.
- It will not have a perimeter fence.

Overflow #4: 8 spaces

- This parking area is located at the south end of the development.
- It will be used for short-term parking.
- It will be paved and striped.
- It will not have a perimeter fence.

Total Overflow Parking Spaces:

LOT #	PARKING SPACES	
	PASSENGER	OVERSIZED
1	10	30
2	52	0
3	12	0
4	8	0
TOTAL	82	30

Analysis of Residential Parking and Overflow Parking

Assumptions:

- 25% of the residences will be owner-occupied or long-term rented.
- 75% of the residences will be used for overnight rentals.
- 30% of residents or guests at any time will require parking for oversize vehicles (truck with trailer, RV, etc).
- 25% of all residences will either have “RV” garages or extra driveways.
- That each occupied residence type will on typically have the following average number of passenger vehicles (car or pickup):
 - Single-family: 2.5
 - Duplex/Twin: 2.5
 - Townhome: 2
 - Fourplex: 1

Assessment:

- There are enough parking spaces at each residential type for passenger vehicles.
- There may be more oversized vehicles that can be parked at residences, but they can be handled by the overflow lot.

		Single Family	Duplex/Twin	Townhome	Fourplex	
RESIDENTIAL UNITS	Owner occupied or long-term rented*	24	37	9	4	
	Rented as Overnight Accommodations (60% occupancy)	42	36	26	0	
		66	72	34	4	
AVAILABLE PARKING SPACES AT RESIDENCES	Owner occupied or long-term rented: Available spaces at residence	94	146	34	8	
	Rented as Overnight Accommodations: Available spaces at residence	85	71	51	0	
		179	217	85	8	
VEHICLES (passenger)	Owner occupied or long-term rented*	59	91	17	4	
	Rented as Overnight Accommodations (60% occupancy)	106	89	51	0	
	Total Vehicles:	165	181	68	4	
	Extra Passenger Spaces at Residence **	14	37	17	4	
OVERSIZED VEHICLES	If 30% of residents and guests have oversized vehicle	20	22	10	1	
	If 25% of residences have RV parking onsite	16	18	9	0	
	Overflow Spaces Needed:	3	4	2	1	10
	Community Oversize Overflow Lot Spaces:					30
	Extra Community Oversize Lot Spaces:					20

* Includes affordable housing
** Total Spaces Available less Total Vehicles

Lodge: The lodge has available a 1.5-acre lot that can be used for the required parking spaces. There will also be space on the 3.5-acre lodge lot that can be used for accessible parking spaces, as needed. The design of the lodge, which is unknown right now, will go before the County for review and approval.

Please see SMP Exhibit: G (Architectural and Landscape Design Guidelines) for a more in-depth description of the parking.

Employee and Affordable Housing

The Balanced Rock Resort's conceptual plan has been modified to add a total of up to 20 units of Employee and Affordable housing along the north end of the project:

- The **4-plex lot** (4 units, each with 2 bedrooms) is set-aside primarily to provide employee housing for the Lodge. Should the Lodge not get built, or if employee housing is not in demand for the Lodge, the secondary priority will be to provide housing for employees working at the Balanced Rock Resort. A tertiary priority will be to provide housing to persons who are locally employed in Spanish Valley or Moab Valley. The 4-plex will not allow overnight rentals.

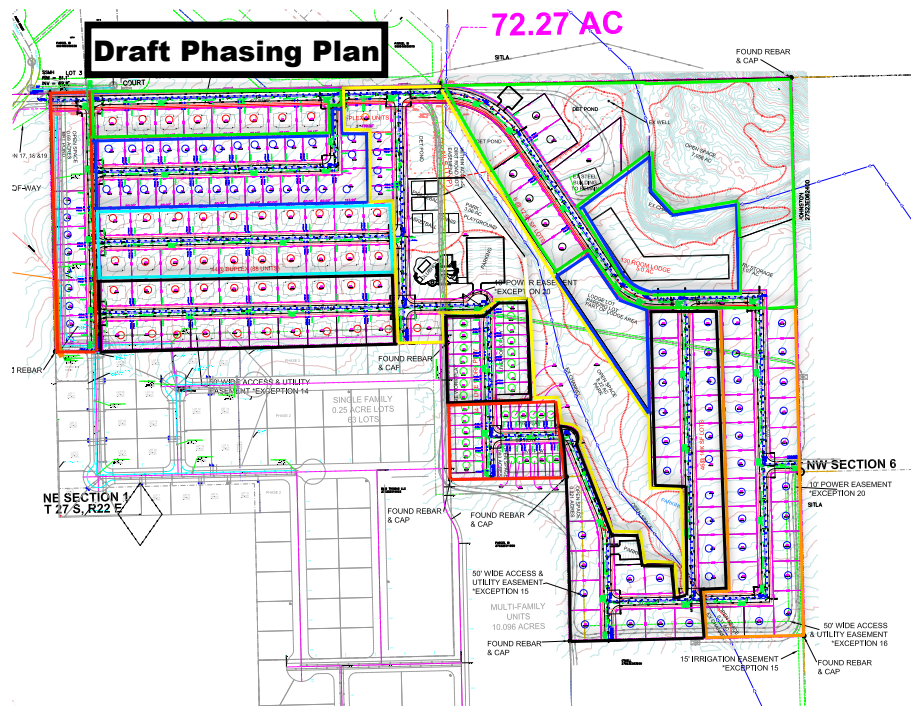
- Applying the Overnight Accommodations Overlay to the balance of the property will help off-set the costs associated with the development of the affordable housing. This complies with the dictates of Chapter 10, which makes a strong push for affordable housing to be part of any property that receives the Overlay.

Phasing

As the engineering progresses for the community a specific phasing plan will be created. As of now, we anticipate that each phase will generally consist of 10-25 lots. Development will begin at the NW corner of the property and progress southward and eastward. Multiple phases may be built at one time.

The Developer will continue to push SITLA to identify a second access route where an emergency access road can be improved. The Fire Inspector said he would allow up to 200 units to be built given the existing access to the property. This second access route is expected to also serve the subdivision that is planned to the south of Balanced Rock.

This is our current draft phasing plan:



6. Master Circulation System Plan

Existing Transportation System

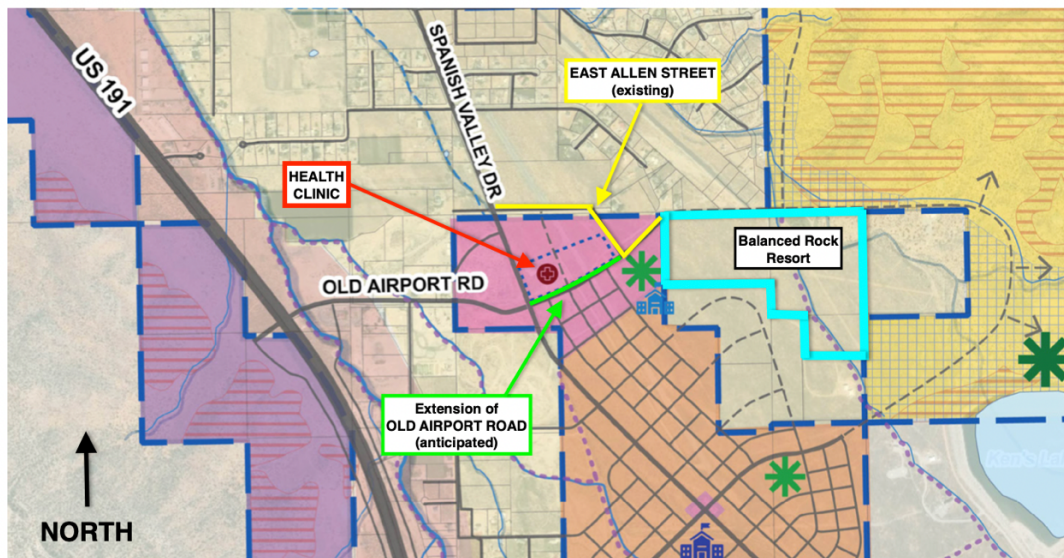
The Spanish Valley area is primarily served by US-191 and Spanish Valley Drive. The property being proposed for the Balanced Rock Resort community currently is accessed by East Allen Street, which is a county road that goes from Spanish Valley Drive to the property boundary.

Future Transportation System

It is anticipated that the Balanced Rock Resort community will primarily be accessed via a new road which will be an extension of Old Airport Road, which currently goes from US-191 to Spanish Valley Drive.

One half of this future road extension has been identified along the south edge of the approximate 10 acres that the county owns just east of Spanish Valley Drive (where the health clinic is located). SITLA has committed to provide the other half of the land needed in the Purchase and Sale Agreement that covered the acquisition of the 10 acres by the county. This future road is shown in SITLA's latest plan and will connect to the southern point of the "V" of East Allen Street. Once completed, it will provide Balanced Rock residents a direct route to Spanish Valley Drive and US-191. (Please see SMP Exhibit: C)

Balanced Rock Resort will participate in the construction of the extension of Old Airport Road to join with East Allen Street.



Ideally, there will be a cycling and pedestrian path along the side of the road from Balanced Rock Resort to the Neighborhood Center, and on to Spanish Valley Drive.

The Balanced Rock Resort will also connect to adjoining land, with roads being planned to access properties to the east, west and south (where another subdivision is being planned). We strongly believe in coordinating with other landowners to ensure that roadways will effectively serve existing and future land uses.

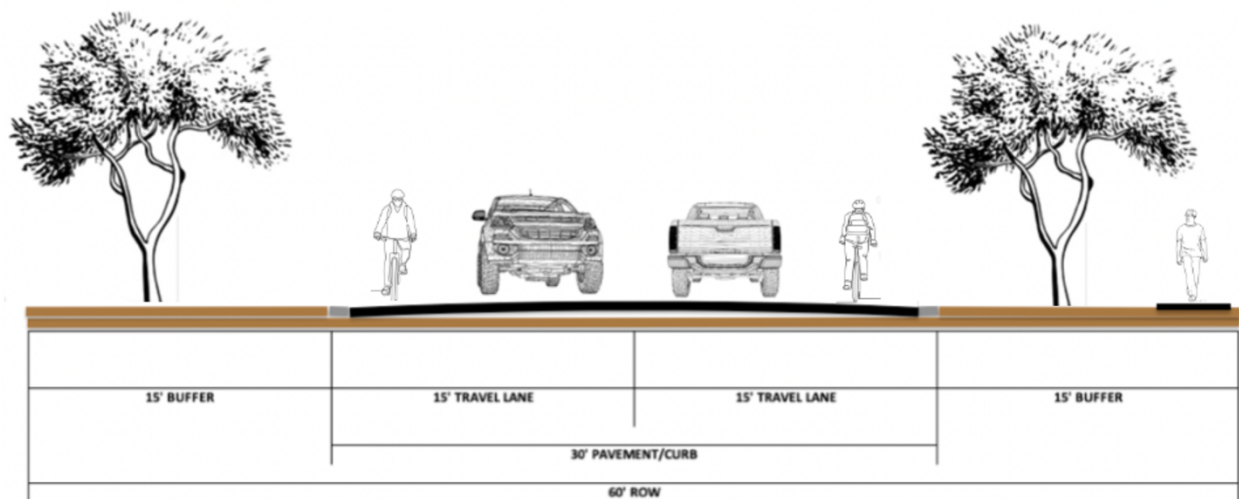
The conceptual plan for the Balanced Rock Resort community shows proposed road alignments, ROW widths, and trails (for pedestrians and bicyclists) that will connect residents and the community to open spaces, and neighboring properties. It was designed to work with SITLA's most recent plan.

Road Design

The two primary roads (northernmost that leads to the lodge, and the one that runs past the clubhouse) will have a 60' right-of-way, and the balance of the roads will have a 50' right-of-way. Rolled curb is planned throughout, which will help protect the edges of the pavement.

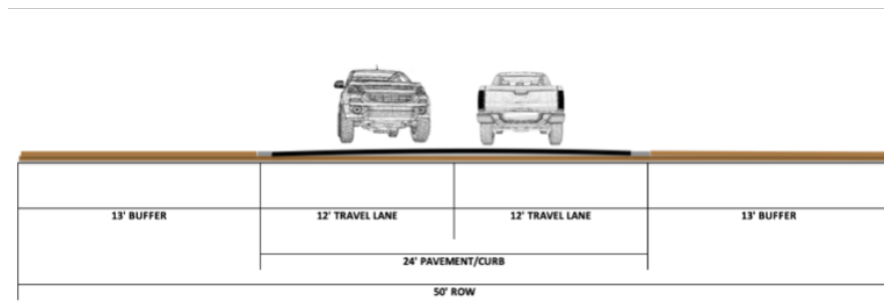
Cross Section: 60' ROW

The 60' right-of-way roads are designed to create connectivity to neighboring lands as they are developed in the future. The northernmost road (from NW entry to Lodge) will have a paved path to the side. The two 60' right-of-way roads will have trees planted in the buffer zone and the areas will be finished with rock/gravel. An irrigation system will be installed.



Cross Section: 50' ROW

The 50' right-of-way roads will service the balance of the community. The narrower design will help slow down traffic. Trees/plantings are not planned to reduce water use. The buffer zone will be finished in rock/gravel.

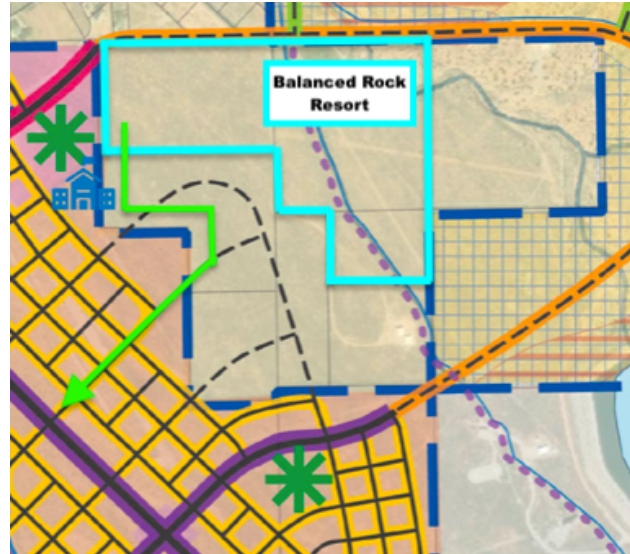


Cross sections will be adjusted depending on location within the development. The addition of bike paths is anticipated. Landscaping will be irrigated, and siting and placement of trees and plants will be detailed as this plan is updated to meet the requirements outlined in Table 10-1 of the Ordinances, and after more information is available regarding driveway locations, storm water control measures, and utilities.

Low water road crossings may be added in areas where traffic calming is desired.

Additional Access Routes

Balanced Rock Resort is currently working with SITLA to identify an additional access route that can be used in the near-term for emergency ingress/egress. As of now (August 2, 2023), the green arrow on the map below is the mostly likely route being considered:



The Fire Inspector said that the emergency access route will need to be improved to at least 16' wide, and to support a 75,000 lb. vehicle.

This route may be abandoned in the future when other roads are built that will provide other access routes.

Dedication of Roads

As some of the roads within the Resort will be thoroughfares for the public to access neighboring land and developments, Balanced Rock Resort would prefer to build all roads to the county spec with intent of future dedication to the County. A thoroughfare used by the public for 10 years becomes public domain, per state law. (This preference follows the commentary made during the San Juan County Planning Commission Meeting on February 9th, 2023.)

Traffic (per Chapter 10, 5g)

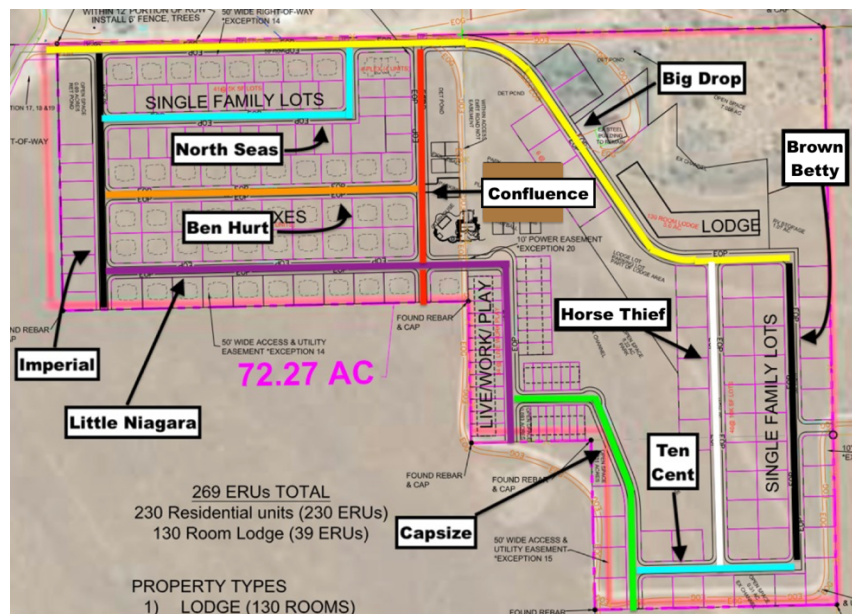
Please see SMP Exhibit: F for an analysis of the traffic that will be generated by the project. Chapter 10 (Overnight Accommodations Overlay) of the Ordinance requires an analysis of traffic, whereas the Chapters for developing in SVR or Residential Flex do not. Thus, the traffic analysis compares the potential effects of the Overlay in contrast to what could be built without an Overlay.

Developing a subdivision under SVR or Residential Flex allows for 4-5 units per acre, which would be 289-361 units given the 72.27 acres. Balanced Rock Resort's Equivalent Residential Unit (ERU) density is designed to be less than the 289-361 maximum allowable units, in part due to not developing the northeast corner of the property that is more challenged topographically, but also in part due leaving a large central open space in the middle of the community to enhance the livability for residents and guests. The density proposed in the draft layout will result in less traffic than if the land were developed with the goal of maximizing every foot to hit the allowable density.

Any traffic noise that would increase and affect the existing area can be mitigated by building the extension of Old Airport Road. Traffic would also flow better to Spanish Valley Drive and on to US-191 with this extension. Of course, the added traffic volume from Balanced Rock Resort will become less consequential in comparison to the traffic that will be generated as the SITLA Neighborhood Centers and residential developments are built.

Proposed Street Names

These proposed street names are from rapids and features of Cataract Canyon (names will need to be cleared with San Juan County):



7. Water Sources, Flood Control, and Major Utilities and Easements

Utilities

Major utilities run along the north border of the property, including water, sewer, and electricity. The electricity lines include 3-phase power, which is a unique asset not found everywhere. Natural gas is at the northwest property corner, and a smaller gas line (not adequate to serve the new development) runs to an existing structure. (Please refer to SMP Exhibit: A).

A lot of money has been invested by the County and others to run utilities along the north edge of the property. Sewer lines, water lines (from the new water tank) and 3-phase power (from the new well) are assets that the County can capitalize on by approving uses in the area that will benefit from this new infrastructure. Also, some of the costs to install the infrastructure may be recaptured as users connect to them.

It is anticipated that culinary water and sanitary sewer services will be provided through the San Juan Spanish Valley Special Service District. The property falls within that area that The San Juan County Spanish Valley Area Plan (April 17, 2018) identified as being the first or second phase of development for the area, and that it would draw from the existing 5,000 acre-feet of water supply. The project has received an initial approval that the Special Service District will be able to provide service (see SMP Exhibit: B).

Easements

Please refer to the conceptual plan for the Balanced Rock Resort to see other easements that affect the property. We plan to work with the neighboring property owners who benefit from those easements to work on realignments of the easements that currently interfere with the development of the project.

Irrigation

There is an existing well identified on the conceptual layout. Water from the well may be used for irrigation, at least initially to help establish new plants and trees.

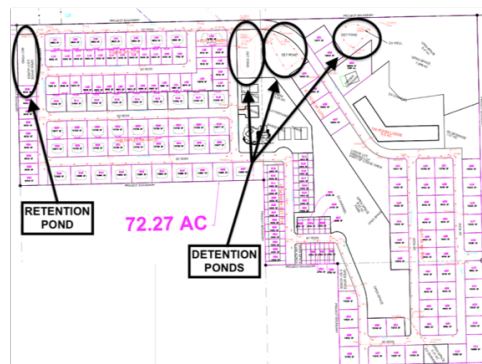
The property has an easement across property to the south where an irrigation pipeline can be buried if Ken's Lake water were to be secured for irrigation purposes.

Storm Water Management

The conceptual plan includes measures to mitigate surface and storm water. Low Impact Design (LID) storm water practices shall be required wherever possible.

Detention ponds are planned that will slow and control surface water prior to releasing it into an existing water channel.

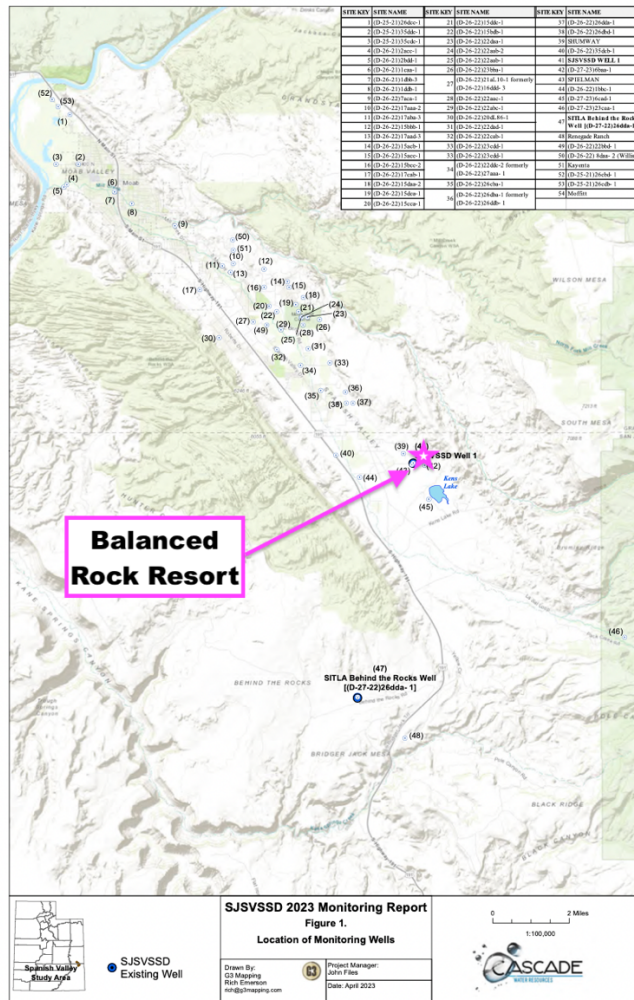
A **retention pond** is planned that will retain surface water and allow it to absorb into the ground.



The detention ponds to a degree, and the retention pond more so, will allow storm water to seep into the ground and into the aquifer. Further, the Resort will work with the County to identify methods to increase recharge of the aquifer, and to protect public drinking water.

Public Drinking Water Supply Watershed

According to the “Annual Monitoring Report for the San Juan Spanish Valley Special Service District Spanish Valley, Utah (May, 2023),” Ken’s Lake appears to be a major recharge mechanism for recharge in to the Glen Canyon Group aquifer via fracture zones.” Ken’s Lake is about 1,500 feet to the Southeast of Balanced Rock Resort, as is shown on the following map that was included in the Report to show wells that are monitored.



Balanced Rock Resort will have retention and detention ponds, as shown in another section above, that will help return storm water to the Glen Canyon formation aquifer. And the project will incorporate Low Impact Development (LID) practices to minimize stormwater runoff to increase stormwater infiltration, improve water quality, and reduce erosion.

Flood Zones

There are no known FEMA designated flood zones for the property.

Riparian Areas

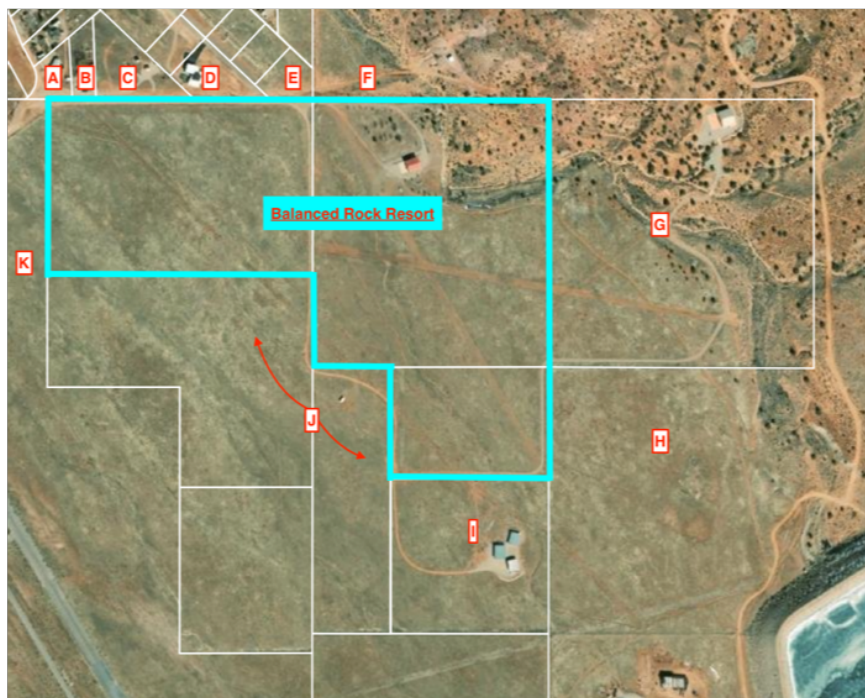
There are no known riparian areas on the property.

Slopes

There are some small areas where slopes exceed 30%, with most of them being along the arroyo on the NE part of the property. Balanced Rock Resort will avoid developing in these areas.

8. Adjacent Parcels

This map and table show the adjacent parcels, their owners, and their uses.



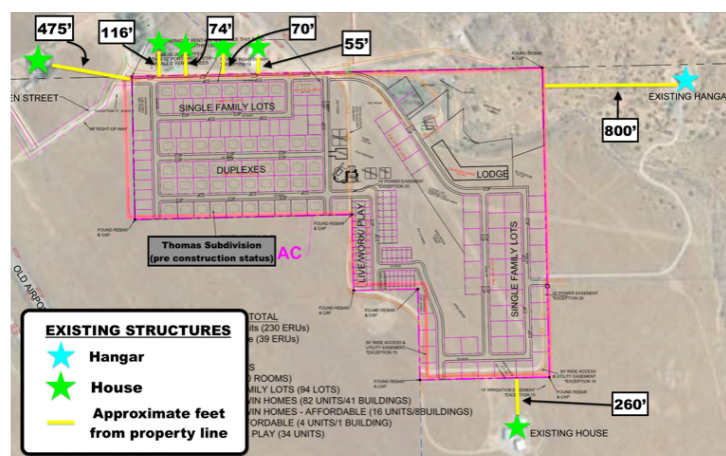
MAP IDENTIFIER	PARCEL NUMBER	USE	OWNER
A	00045000030	One house	Ronald Tazz Robinson and Kellie Warden
B	00045000040	One house	James Peter Patterson; Kimberly J Jacobs
C	00045000050	One house	James Peter Patterson; Kimberly J Jacobs
D	00064000050	One house	Business Resolutions, LLC
E	640000010	Vacant	Business Resolutions, LLC
F	T26S R23E	Vacant*	SITLA
G	27S23E062400	Hangar	Stephen P & Kathleen M Johnston
H	T27S R23E	Vacant*	SITLA
I	27S23E063600	One house	Timothy & Beverly B O'Neill
J	27S22E010002	Vacant*	ECP Spanish Valley, LLC
K	T27S R22E	Vacant*	SITLA

* Owner intends to develop the property

Note: The property listed by Identifier J was sold on 2/15/23 to ECP Spanish Valley, LLC, but the title is still in the name of B&B THOMAS LLC C/O Sidney Thomas (as of 6/28/23). It is expected that the title for about 46 acres of the land will transfer to ECP, and that Thomas will retain approximately 2.5 acres.

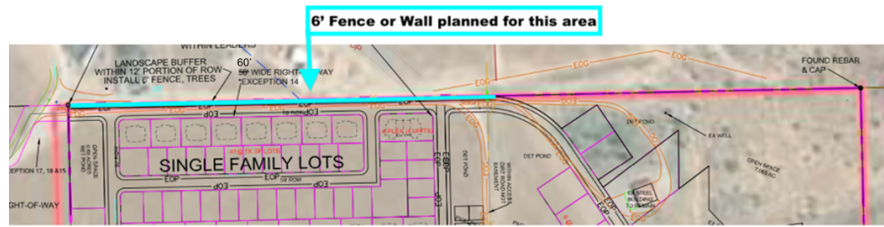
Site Planning Features

Balanced Rock Resort will work to create a seamless transition between on-site uses and surrounding site conditions. While most of the neighboring land has not been improved, there is a neighborhood just to the north of the Balanced Rock Resort project area, where approximately four homes exist near the property boundary.



Transition measures for the area on the north will include:

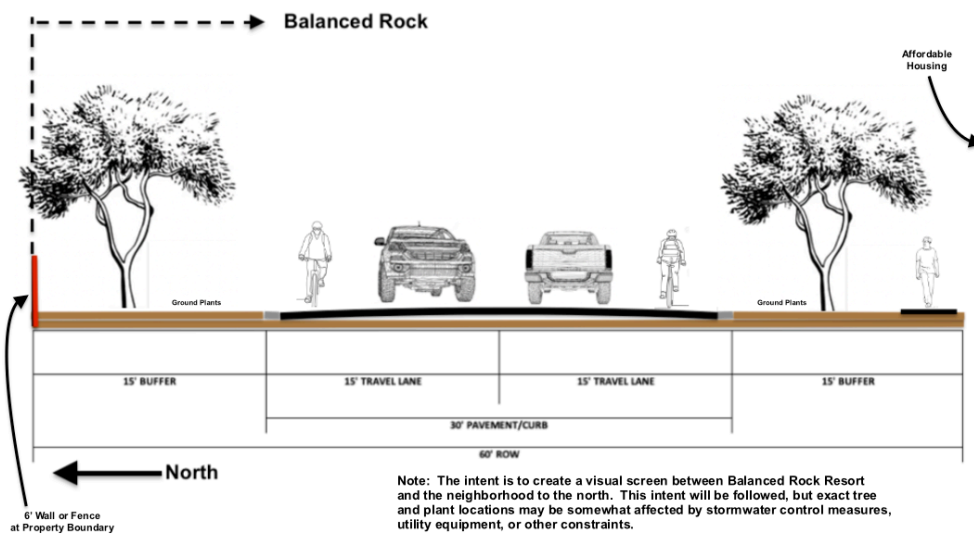
- a) Building a wall or fence, or combination of the two (depending on utility locations that are in the immediate area of the north property boundary) along the north property boundary. (Note: A wall is the preferred structure to be built along the north property boundary.)

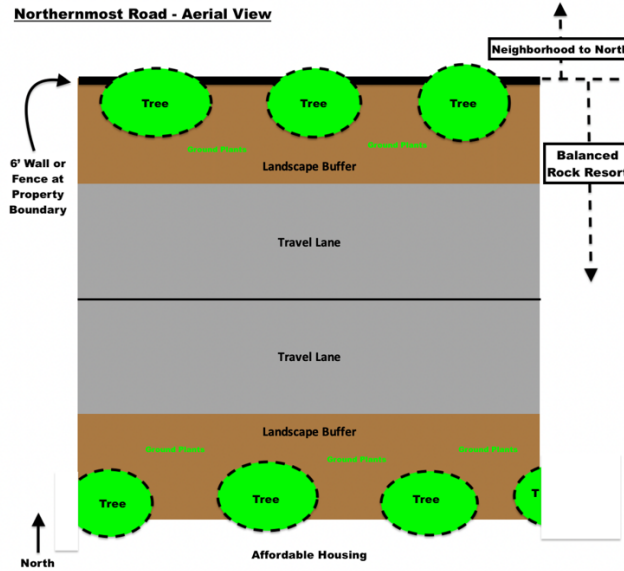


The wall and/or fence design will conform with the Walls and Fencing design features found in section 13, below.

- b) Planting trees and plants that are desert-friendly (low water use) and installing an irrigation system along the northernmost road, adjacent to the residential area. The following illustrations indicate our intent.

Northernmost Road
(running east/west)



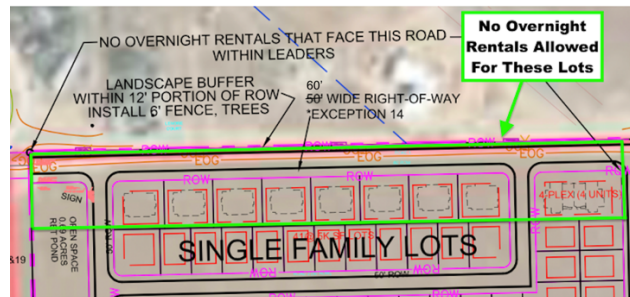


The trees and plants used along the northernmost road (and the rest of the project) will be desert-friendly (low water use), likely purchased from a nursery in the community:

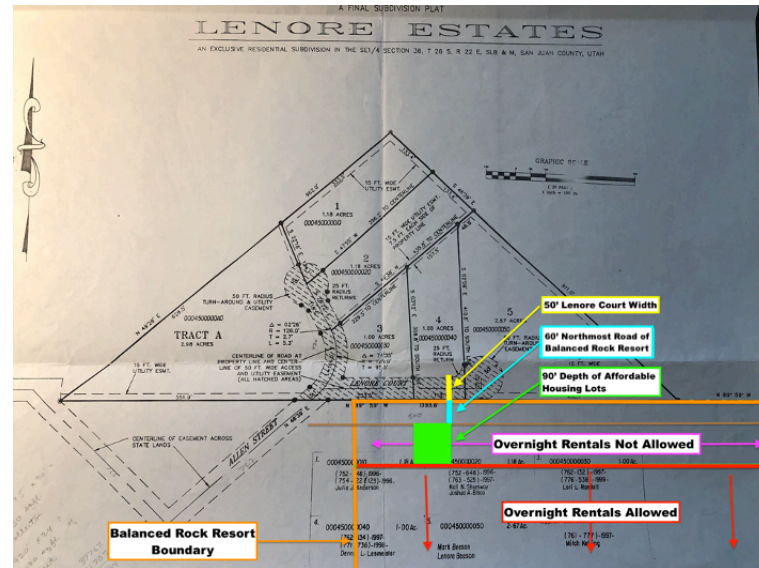


Palo Verde
(or similar)

- c) The residential lots/structures that front the northernmost road adjacent to the neighborhood to the north of the project will be “affordable housing”, where **overnight rentals will not be allowed**:



Following, is a depiction of the distance the Balanced Rock Resort overnight rental properties are expected to be from the neighbors to the north:



Note: Currently, the “affordable housing” lots are designed with 90+ feet of depth. This exact depth may vary to some degree as engineering for the project becomes more in depth. However, the minimum lot depth will not be less than 80’. Adding the width of the 60’ road ROW, there will be no less than 140’ between the lots that allow overnight rentals and the property boundary. More likely, that distance will be closer to 150’.

We are also working with the landowners that are to the south and east of the project area. Each will have access to their property through Balanced Rock Resort and access to utilities. Transition measures are primarily focused on minimizing light pollution from Balanced Rock Resort.

Balanced Rock Resort is working with the Thomas Subdivision developer to coordinate road alignment and utilities. We have also talked with the Thomas family about adjusting access to the approximate 2.5 acres they plan to retain from the Thomas Subdivision.

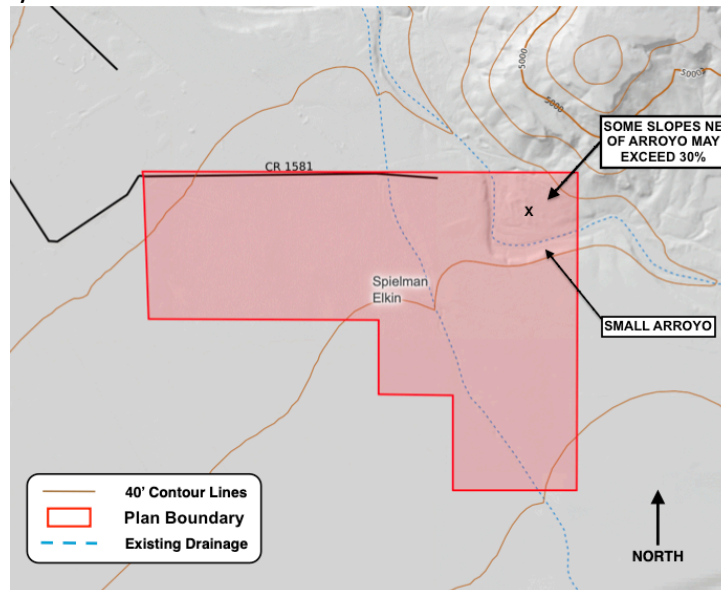
Balanced Rock Resort is working with SITLA regarding road access routes and upsizing utilities that may run through our project area that will serve SITLA’s future development plans.

Balanced Rock Resort will work with the County to design and install the least amount of street lighting that will still allow for safety and will post speed limit signs to limit the speed of all vehicles.

9. Topography and Form (per Chapter 10, 5b)

The following map shows the 40-foot contours and significant topographic features within or adjacent to the Property. A more detailed topographic map can be found in the conceptual layout.

Most of the property is relatively flat, or moderately sloped, and is conducive to development. The high hill to the northeast provides some natural isolation to that area of the property.



The few areas of the property where slopes that exceed 30% (the small arroyo where water seldomly flows, and some of the Property in the northeast corner, as indicated on the map above) have been avoided. This area is being left for open space, with trails being planned.

There are no known FEMA-designated floodplains, or riparian areas on the Property.

We are unaware of any significant geological, biological, or archeological sites on the Property. Discussions with the County Planning office resulted in the same conclusion. A geotechnical study was performed to support engineering as the project progresses.

10. Existing and Proposed Secondary Water Rights, Shares and Usage

This table shows the existing water rights that are within the Site Master Plan boundary. It is anticipated that the project will use water from the existing well for irrigation.

STATUS	WATER RIGHT	ACRE FEET	EXISTING USE	FUTURE USE
EXISTING	05-2779	6.73	Irrigation and culinary	Irrigation
EXISTING	05-2730	19.374	Irrigation and culinary	Irrigation

11. Open/Community Space Plan

As currently planned, the community will have approximately 19.75 acres of publicly accessible open space, which will feature trails, natural landscape, pickleball/tennis/basketball courts, swimming pool, playground, and clubhouse. The 19.75 acres of open space is about 27% of the total project area.

The open/community space is primarily broken into two major areas, with the first (approximately 11.28 acres) running north-south following a natural drainage through the heart of the development, and the second (approximately 7.056 acres) sited in the northeast corner of the property where greater privacy will be felt. The balance of open/community space is in the form of pocket parks.

12. Major Public Infrastructure Standards

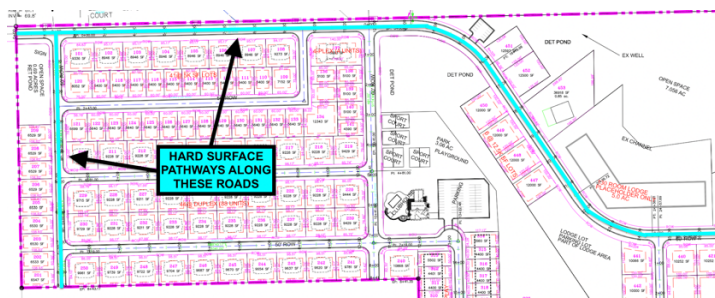
Streets

All streets will be paved and will meet the county's road specs. The street rights-of-way are fifty feet wide. As mentioned above in Section 6, Balanced Rock would like to work with the County on road dedications.

We do not anticipate including street furniture.

Sidewalks/Paths

To maintain an essence of the rural feel of Spanish Valley most of the streets with 50' ROWs have been purposefully designed to not have sidewalks/paths. The two streets within the development will have a sidewalk/path on one side. These will help create connectivity to neighboring properties for residents, visitors, and the greater community. These pathways will be finished in asphalt or concrete and sited within the road ROW.



courts (which may double as a basketball court), and a playground. The proposed locations are shown on the conceptual plan. There will be bicycle and auto parking at the clubhouse. Following, are photos of some amenities we built for a community we developed in St. George, UT:



There will be one or two structures built to provide some shaded areas in the pool area. (We prefer not to use trees for shade to reduce the chance of leaves getting into the pool, and to reduce water use. There may be some sodded (grass) areas within the pool area, or possibly an artificial sod will be use. An assortment of pool furniture will be provided.

13. Building Standards

Comprehensive CC&Rs will be developed and applied to the community once all details are finalized with the County.

Examples of the building types envisioned for this area follow:

- Single-Family Homes
- Duplexes and/or Twin Homes
- Townhomes
- Lodge

Architectural Form

To create a community that fits into the natural environment and setting, the Balanced Rock community will advance architectural design standards that will create a cohesive-looking community. This theme will apply to single-family, duplexes, townhomes (live/work/play), fourplex, clubhouse and lodge.

The Modern Desert style of architecture best captures our vision for the look and feel we like for the community. Here are some examples of the style:



The design, but not the Modern Desert style, of the live/work/play townhomes is represented by this photo:



The use of appropriate exterior materials for all structures will be chosen regarding colors that fit into the desert landscape, and for their permanence and resilience for maintenance.

Plumbing, maintenance, and mechanical equipment will be located on the interior of buildings whenever possible. If it is necessary to locate such features outside of a building or on roofs, they will be screened using parapet walls, high-quality site walls, and other screening methods that match the quality and look of the structure.

The governing setbacks (SMP Exhibit: G) are designed to minimize residential landscaping (and associated water use), and to make good use of the smaller lot sizes allowed by the Planned Community process.

The existing hangar will be grandfathered as an existing structure and exempted from the architectural standards. It will be a part of a single-family lot and intended to be used as a large garage.

The lodge (located on approximately 5 acres, including parking) does not have specific architectural standards at this time to allow some flexibility in design by the group/developer that builds it. However, the design will need to fit with the look and feel of the greater community, and it will need to conform with the relevant Ordinances. The lodge footprint that is shown on the layout is only a representation, and it not necessarily indicative of what the actual footprint will be.

Please see SMP Exhibit G (Architectural and Landscape Design Guidelines) for building standards, setbacks, building forms, and other information.

Walls and Fencing

To maintain a sense of open space and community, the use of walls or fences to separate lots will be discouraged unless they are made of high-quality materials (concrete, stone, adobe, etc.) and built with changes in height or other design features to enhance architectural interest. Fences, if any, will be made of metal (wrought iron, steel or similar) or wood of a design that falls within the Modern Desert theme. Plastic/vinyl and chain-link fencing will not be allowed.

Fencing/walls may be installed around the perimeter of the property by the developer or the individual property owners. At this time the developer plans to build a wall along the northern property boundary (as noted in Section 8, above) to help create a transition between Balanced Rock and the neighborhood to the north and may build a wall or fence between Balanced Rock and the O'Neil and Johnston properties. A gate will be installed at the access points to the O'Neil and Johnston properties.

Chain-link fencing, or other appropriate material, may be used around the sport court.

Overflow and RV/Trailer Parking

Residents and visitors will be encouraged to park RVs and trailers in the overflow parking lot. See SMP Exhibit G (Architectural and Landscape Design Guidelines) for more information.

Landscaping and Irrigation

Water-wise landscaping will be mandated and will follow the Spanish Valley Water Efficient Landscape ordinance to ensure that the water resources available in the region are used wisely and conserved. The landscaping standards will consist of desert-themed plants (low water) and compliance will be strictly enforced by the HOA. It is anticipated that the existing well (and water rights associated with it) will be primarily used for roadside, clubhouse, and common-area landscaping.

Depending on County and health department restrictions, the re-use of gray water may be an option to minimize water use for landscaping.

As noted above, the project does have an easement through an adjacent property where an irrigation pipeline may be buried should water for irrigation be acquired from Ken's Lake.

All areas of lots and parcels not designated for open space, parking, buildings, or other hard surfacing shall be landscaped and properly maintained.

Designated open space shall remain in a natural condition and properly maintained. A small grass area may be planted in the immediate area of the playground and pool area.

Maintenance

Property owners will properly maintain all private areas of individual lots or parcels.

A Homeowners Association (HOA) will be established to manage the maintenance of all common area improvements including buildings, open space, recreational facilities, roads, fences/walls, utilities, landscaping, walkways, streetlights, and signs not specifically dedicated to or accepted for ownership or maintenance by San Juan County or other incorporated entity. The HOA will collect fees from lot owners to cover these costs.

Gateway Treatments

The use of special gateway treatments can help people know they have arrived into the community. Balanced Rock plans to put a gateway sign at the entry to the development from East Allen Street. It will conform with the County Sign Ordinance and is envisioned to be mounted on a wall that is no higher than eight feet, or mounted on a monument, and minimally lit.

Road Signs

Street name and traffic control signs will conform with UDOT/FHWA and Manual on Uniform Traffic Control Devices requirements. In general, signs should be located far enough apart from other vertical elements such as trees, light poles, and other signage to be legible from the adjacent road. The signs should be located at a sufficient distance from the intersection so that drivers and bicyclists have adequate time to read the sign and make decisions.

See SMP Exhibit: G (Architectural and Landscape Design Guidelines) for additional landscape details.

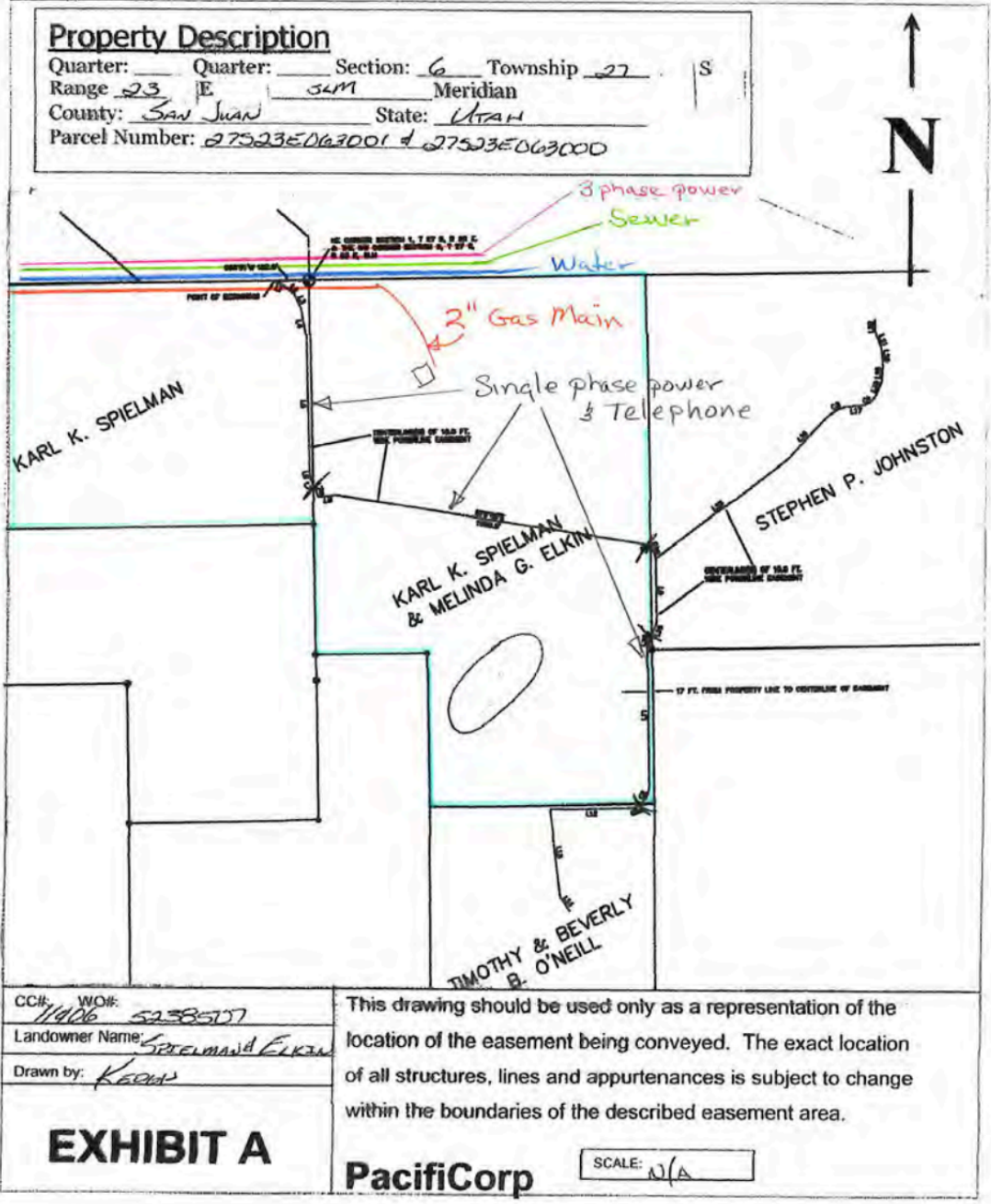
We look forward to working with the County to refine this draft Site Master Plan.

...Exhibits Follow...

List of Changes to SMP: (as of August 4, 2023)

ITEM	PAGE	DESCRIPTION
Table of Contents	2	Added a table of contents
Twin Homes	3, 12, 15	Added text to clarify that "duplex lots" may be split into "twin home lots" if the market dictates, and to better-serve affordable buyers.
Units/ERUs	12	Added text to clarify that unused units/ERUs from the lodge may be converted to other residential uses.
Parking	12 to 17	Added information about parking spaces for each type of lot, plus community parking lots.
Phasing	19	Added information about phasing
Cross Sections	21	Plan to revise road cross section info.
Access	22, 23	Updated text and map showing emergency access route through SITLA
Street Names	24	Changed some suggested street names, per TJ
Wall	29	Updated map showing wall on north side of property.
Cross Section	29	Revised road cross section showing wall.
Transition zone	31	Updated map and text regarding distance from neighborhood to north to overnight rental lots.
Sidewalks/Pathways	33	Added information about the paved paths that will run along the two primary roads.
Trails	34	Added updated trail map, edited some of the text regarding trails to include a picnic site.
Pool area	35	Added info about shade structures at the pool area.
Setbacks	36	Added a callout to see Exhibit G
Hangar	36	Added a note about the existing hangar.
Lodge	36	Added some info about the lodge
Architecture	36	Added a call-out for Exhibit G (Architectural and Landscape Design Guidelines)
Fencing/Walls	37	Noted that chainlink may be used around the sport courts. Also, noted some perimeter fencing/walls/gates may be built.
Overflow Parking	37	Added a text about overflow parking.
Signs	38	Added info about signs.
Gateway Treatments	38	Added info about gateway treatments.
Will-serve	Exhibit B	Obtained an updated preliminary will-serve letter from SJSVSSD for current project density.
Layout	Exhibit E	Has the latest layout. (Coming soon, I hope)
Roads	Exhibit E	Northmost road was widened from a 50' ROW to a 60' ROW.
Traffic	Exhibit F	Obtained an upded traffic study for the current project density.
Architecture	Exhibit G	Created a new exhibit to detail architectural and landscape specs

SMP Exhibit: A





San Juan Spanish Valley Special Service District

64 E Tangren Ln – 375 S Main St #234 – Moab, UT 84532
435-459-4121

Date: July 18, 2023

Property Owner: Elkin Spielman Charitable Remainder Trust

Mailing Address: 404 W. Main Street, #123

City: Cortez State: Colorado Zip: 81321

Phone: 435-260-1383

E-Mail: 2karlspielman@comcast.net

Contact Person(If Different): Jim Schnepel

Contact Phone: 801-231-3666 westernlandev@gmail.com

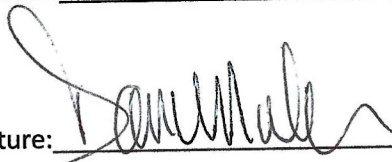
Service Address: 185 S. Planesfield Drive, Spanish Valley

Parcel Number: 27S23E063001, 27S23E063000, 27S22E010001

Requested Services: Sewer and water service

Project Type Residential Commercial Industrial)

Meter Size Requested Various

Authorized Signature:  Date: July 18, 2023

Property Developer
Gardner Plumb LLC
201 S. Main Street, Suite 2000
SLC UT 84111

Development Name
Balanced Rock Resort

Need Service For
230 Residential Units:
94 Single Family Houses
98 Duplex or Twin Homes
4 Fourplex Units (1 bldg)
34 Townhomes (live/work/play)
230 Total

130 Lodge Rooms*

(*Unbuilt lodge rooms may be converted to residential units.)

This approval is A PRELIMINARY proof of service availability. SJSVSSD REQUIRES A WILL SERVICE APPLICATION, FEE AND DEVELOPMENT REVIEW PRIOR TO FINAL APPROVAL

SMP Exhibit: C

Extension of Old Airport Road



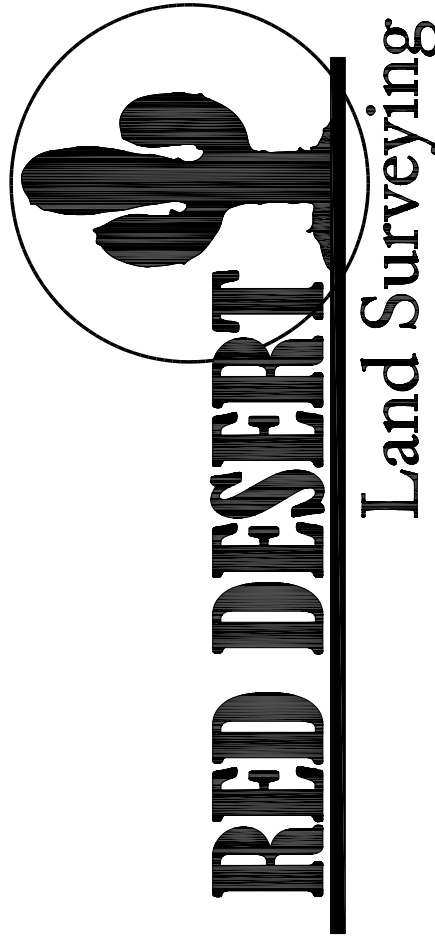
The State of Utah's Travel and Tourism Industry 2021
February 2023
Kem C. Gardner Policy Institute

Selected excerpts:

- Two-Year Change in Leisure & Hospitality Taxable Sales, 2019-2021:
 - **San Juan County = -7.0%**
 - Grand County = 51.5%
- Percent Change in County Transient Room Tax Revenue by County, 2019-2021:
 - **San Juan County = -16.00%**
 - Grand County = 54.6%
- **County Transient Room Tax Revenue Gains, 2019-2021:**
 - **San Juan County: -\$205,000**
 - **Grand County: \$3,107,000**
- Average Daily Room Rate (ADR) by County, 2021:
 - **San Juan County: \$126**
 - Grand County: \$174
- Percent Change in Average Daily Room Rate by County, 2019-2021:
 - **San Juan County: 0.8%**
 - Grand County: 18.7%
- Percent Change in Short-Term Rental Listings by County, 2019-2022:
 - **San Juan County: -7.4%**
 - Grand County: 2.4%
- Utah National Park Visitor Spending by Category, 2021:
 - **Lodging = 37.9%**
 - Restaurant = 17.0%
 - Recreation Industries = 8.6%
 - Retail/Shopping = 8.1%
 - Groceries = 6.7%
- Utah National Park Recreation Visitation by Park, 2019-2021:
 - Arches NP
 - 1,806,865 visitors in 2021
 - A 45.9% increase over 2020 (Covid had an impact)

- Canyonlands NP
 - 911,594 visitors in 2021
 - An 84.6% increase over 2020 (Covid had an impact)

*Kem C. Gardner Policy Institute, The State of Utah's Travel and Tourism Industry 2021, February 2023:
<https://gardner.utah.edu/wp-content/uploads/TT-Report-Feb2023.pdf>
As a disclosure, some principles of "Gardner" of "Gardner Plumb LLC" are affiliated with the Policy Institute.



88 East Center Street
Moab, UT 84532
435.259.8171

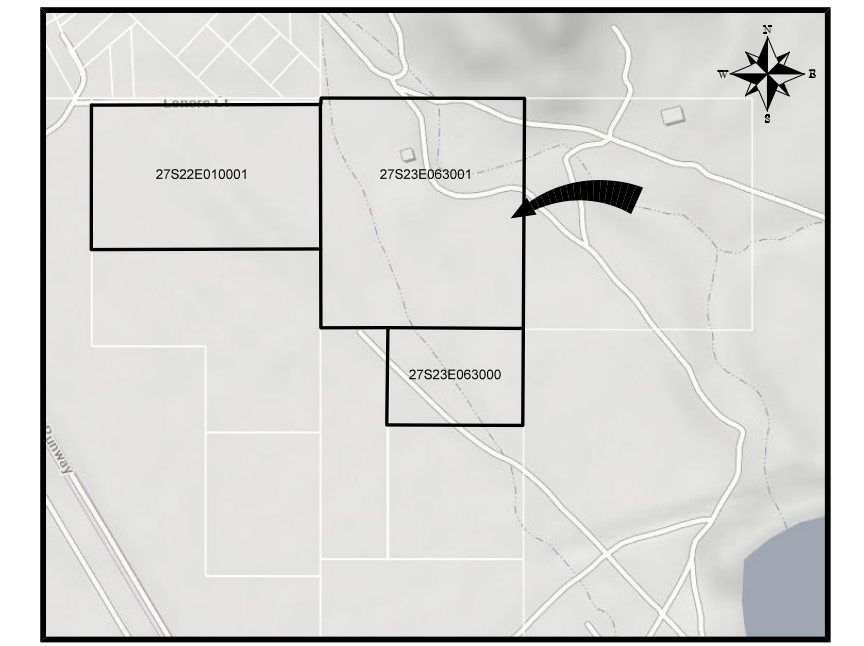
STANDARD LEGEND

Legend symbols for utilities: CLEAN OUT, SAN SEWER LINE, WATER VALVE, WATER METER, HYDRANT, TELEPHONE FEDESTAL, GAS METER, GAS FEDESTAL, GAS LINE, POWERPOLE, CITY WIRE, LIGHT POLE, ELECTRIC METER, ELECTRIC BOX, GENERATOR, RECORD DATA, MEASURED DATA, CALCULATED DATA, EASEMENTS, PROP. CORNER FOUND, MAG. NAIL FOUND, BLOCK CORNER, CENTERLINE MONUMENT.

SMP Exhibit: E

ALTA/NSPS LAND TITLE SURVEY

LOCATED WITHIN THE NORTHEAST QUARTER OF
SECTION 1, T27S, R22E, &
THE NORTHWEST QUARTER OF SECTION 6, T27S, R23E,
SLB&M



VICINITY MAP

NOT TO SCALE

NOTES CORRESPONDING TO SCHEDULE B-II

AS PER COMMITMENT NO. 14692 DATED August 17, 2022 at 8:00 A.M.

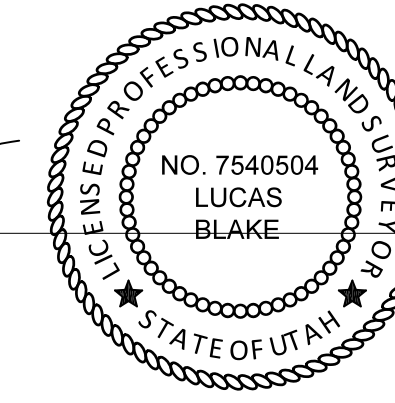
- 1-13. *NOT A SURVEY MATTER
- 14. All easements, rights-of-way, reservations and restrictions, however evidenced, as set forth in instruments of record including, but not limited to, the following:
 - a. warranty Deed from William Thomas and Betty E. Thomas to Melinda G. Elkin dated April 30, 1998 and recorded May 12, 1998 in Book 768 at page 366, Entry No. 055172.
 - b. warranty Deed from R. Eugene Robertson to Melinda G. Elkin dated May 5, 1998 and recorded May 12, 1998 in Book 768 at page 369, Entry No. 055173.
 - c. Warranty Deed from Norma E. Robertson to Melinda G. Elkin dated May 7, 1998 and recorded May 12, 1998 in Book 768 at page 370, Entry No. 055174.
 - d. Quitclaim Deed from Melinda G. Elkin to Melinda G. Elkin, et ux., dated April 30, 1998 and recorded May 12, 1998 in Book 768 at page 371, Entry No. 055175.
 - e. Quitclaim Deed from Melinda G. Elkin, et ux., to Karl K. Spielman and Melinda G. Elkin, Trustees under the Spielman and Elkin Revocable Trust dated June 14, 1999; dated July 1, 1999 and recorded July 8, 1999 in Book 779 at page 725, Entry No. 058846.
 - f. Quit-Claim Deed from Norma J. Robertson, et ux., to Norma Robertson dated May 16, 2001 and recorded may 21, 2001 in Book 795 at page 214, Entry No. 063689.
 - g. Quitclaim Deed from Norma E. Robertson, et al., to Norma E. Robertson dated July 17, 2001 and recorded August 17, 2001 in Book 797 at page 756, Entry No. 064380.
 - h. Warranty Deed from Norma E. Robertson to Karl K. Spielman dated August 13, 2001 and recorded August 17, 2001 in Book 797 at page 759, Entry No. 064381.
 - i. Quitclaim Deed from Norma E. Robertson, et al., to R Eugene Robertson dated July 17, 2001 and recorded September 4, 2001 in Book 798 at page 298, Entry No. 064505.
 - j. Warranty Deed from R Eugene Robertson to Karl K. Spielman and Melinda G. Elkin, Trustees under the Spielman and Elkin Revocable Trust dated June 14, 1999; dated December 16, 2002 and recorded December 20, 2002 in Book 811 at page 362, Entry No. 067840.
 - k. Quit Claim Deed from Karl K. Spielman to Karl K. Spielman and Melinda G. Elkin, Trustees under the Spielman and Elkin Revocable Trust dated June 14, 1999; dated August 4, 2011 and recorded August 11, 2011 in Book 931 at page 831, Entry No. 113908.
 - l. Quitclaim Deed from Karl K. Spielman and Melinda G. Elkin, trustees of the Spielman and Elkin Revocable Trust dated June 14, 1999, and Karl Spielman, individually, and Melinda Elkin, individually to Melinda G. Elkin and Karl K. Spielman, trustees of the Elkin Spielman Charitable Remainder Trust dated May 4, 2018; dated August 11, 2022 and recorded August 11, 2022 in Book 1084 at page 242, Entry No. 171088.
- 15. *SURVEY FINDINGS: EASEMENTS PLATTED AND LABELED
Cross Easement Agreement between Karl K. Spielman and Melinda G. Elkin, Trustees under the Spielman and Elkin Revocable Trust dated June 14, 1999 and Timothy O'Neill and Beverly B. O'Neill executed April 18, 2003 and recorded April 22, 2003 in Book 814 at page 836, Entry No. 068806 and Declarations of Covenants, Commitments and Restrictions executed by Karl K. Spielman and Melinda G. Elkin, trustees of the Spielman and Elkin Revocable Trust dated June 14, 1999, et al., dated May 26, 2006 and recorded May 31, 2006 in Book 855 at page 268, Entry No. 85829.
*SURVEY FINDINGS: EASEMENTS PLATTED AND LABELED
- 16. Easement from Karl Spielman and Melinda G. Elkin, Trustees under the Spielman and Elkin Revocable Trust dated June 14, 1999 to Stephen Johnston, trustee of the Stephen P. Johnston Revocable Trust dated April 2, 1998; dated May 19, 2006 and recorded May 19, 2006 in Book 855 at page 23, Entry No. 085734.
*SURVEY FINDINGS: EASEMENT PLATTED AND LABELED
- 17. The easements and all agreements and other provisions set forth in the Easement executed by the State of Utah, by and through the School and Institutional Trust Lands Administration, as grantor and RD. Carroll as grantee dated February 28, 1996 and recorded August 28, 1997 in Book 769 at page 2, Entry No. 1 K002930.
*SURVEY FINDINGS: CENTERLINE PLATTED AND LABELED
- 18. The easements and all agreements and other provisions set forth in the Agreement for grant of, use of and Approval of Easement executed by RD, Carroll, grantor and R Eugene Robertson, et al., as grantees, and approved by State of Utah School and Institutional Trust Lands Administration dated April 30, 1998 and recorded May 12, 1998 in Book 768 at page 348, Entry No. 1 K005170.
*SURVEY FINDINGS: CENTERLINE PLATTED AND LABELED
- 19. The easements and all agreements and other provisions set forth in the following:
 - a. Easement executed by the State of Utah, by and through the School and Institutional Trust Lands Administration, as grantor and The Spielman & Elkin Revocable Trust, Attn: Karl Spielman & Linda Elkin, as grantee dated September 21, 2004 and recorded December 22, 2004 in Book 833 at page 125, Entry No. 074815.
 - b. Amendment no. 1 to the Right of Way No. 837 executed by the State of Utah, by and through the School and Institutional Trust Lands Administration, as grantor and the Spielman & Elkin Revocable Trust, Attn: Karl Spielman 438-442, Entry No. 17816
*SURVEY FINDINGS: EASEMENT PLATTED AND LABELED
- 20. All easements granted to PacifiCorp, its successors and assigns, including, but not limited to, the following:
 - a. Underground Right of Way Easement from Karl K. Spielman dated January 26, 2009 and recorded February 3, 2009 in Book 904 at page 472, Entry No. 106345.
 - b. Underground Right of way Easement from Karl K. Spielman and Melinda G. Elkin dated January 26, 2009 and recorded February 3, 2009 in Book 904 at page 475, Entry No. 106346.
*SURVEY FINDINGS: EASEMENTS PLATTED AND LABELED
- 21. *NOT A SURVEY MATTER
- 22. Claims that any portion of the Land is covered by a public street, road or easement.
*SURVEY FINDINGS: NO PUBLIC STREETS COVER SUBJECT PARCEL BUT PUBLIC UTILITY LINES LOCATED WITH SURVEY
- 23. Access and rights of ingress and or egress from a dedicated street or highway are not disclosed of record, and such rights will be excluded from the coverage of our Policy.
*SURVEY FINDINGS: NOT A SURVEY MATTER
- 24. *NOT A SURVEY MATTER

SURVEYOR'S CERTIFICATION

TO: STEWART TITLE GUARANTY COMPANY, A TEXAS CORPORATION; ANDERSON-OLIVER TITLE INSURANCE AGENCY, INC.; GARDNER PLUMB, LLC; MELINDA G. ELKIN AND KARL K. SPIELMAN, TRUSTEES OF THE ELKIN SPIELMAN CHARITABLE REMAINDER TRUST DATED MAY 4, 2018;
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 7a, 8, 9, 11a, 13, 16 & 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON OCT. 25, 2021

FIELD SURVEY: Lucas Blake License No. 7540504

Lucas Blake
License No. 7540504



11/19/22
DATE

LEGAL DESCRIPTION

Parcel 1:
Township 27 South, Range 23 East, SLBM
Section 6: Lot 2
Parcel No: 27S23E063001

Parcel 2:
Beginning at a point which is South 89° 55' East 391.9 feet and North 767.4 feet from the West 1/4 corner of Section 6, Township 27 South, Range 23 East, SLM, and proceeding thence North 55.2. 7 feet to a corner, thence South 89°57' East 788.1 feet to a corner, thence South 552.7 feet to a corner, thence North 89° 57' West 788. 1 feet to the point of beginning
Parcel No. 27S23E063000

Parcel 3:
Beginning at the Northeast corner of Section 1, Township 27 South, Range 22 East, SLM, and proceeding thence with the East line of said Section 1, South 0° 04' West 867.3 feet to a corner, thence South 89° 58' West 1321.3 feet to a corner, thence North 0° 04' East 869.4 feet to a corner, thence with the North line of said Section 1, South 89° 56' East 1321.3 feet to the point of beginning.
Parcel No. 27S22E010001

EXCEPTING all sub-surface and mineral rights.

Parcel 4:
The following non-exclusive easement:

A right of way for road purposes over and across a strip of land 25 feet on each side of the following described centerline in Section 1, Township 27 South, Range 22 East, SLB&M. The side lines of said strip to be shortened or lengthened to terminate at the property line:

Commencing at the N1/4 corner of Section 1, Township 27 South, Range 22 East, SLB&M, thence east along the north line of Section 1, a distance of 436.65 feet tot he true point of beginning; thence South 30°03'21" East 514.79 feet; thence North 57°12'04" East 525.86 feet; thence North 25 07'55" East 1493.9 feet; thence East 121.0 feet (Basis of bearing is the north line of Section 1, more particularly being east between the N1/4 corner, a found 3/4" rebar, and the NE corner, a found GLO cap of Section 1, Township 27 South, Range 22 East, SLB&M) as set forth in the Amendment No 1 to Right of Way No. 837, dated October 27, 2022, and recorded November 9, 2022, in Book 1087 at pages 438-442, Entry No. 171816.

SURVEYOR NOTES

THE BASIS OF BEARING IS S 89°56' E BETWEEN THE NORTH QUARTER CORNER AND THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 27 SOUTH, RANGE 22 EAST, SALT LAKE BASE AND MERIDIAN.

NO EVIDENCE OF RECENT EARTH WORK OBSERVED WITH SURVEY.

PROJECT TYPE:
ALTA/NSPS LAND SURVEY

PROJECT ADDRESS:
71.81 Acre T27S, R22E,
Sec 1 and Sec 6, UT
Moab, Utah 84532

PROJECT LOCATION:
SAN JUAN COUNTY, STATE OF UTAH

PREPARED FOR:
Gardner Plumb, LLC

SHEET
1 OF 2

DATE OF PLAT MAP: 11/19/22
DATE OF PLAT MAP REVISION:

JOB NUMBER:
197-22

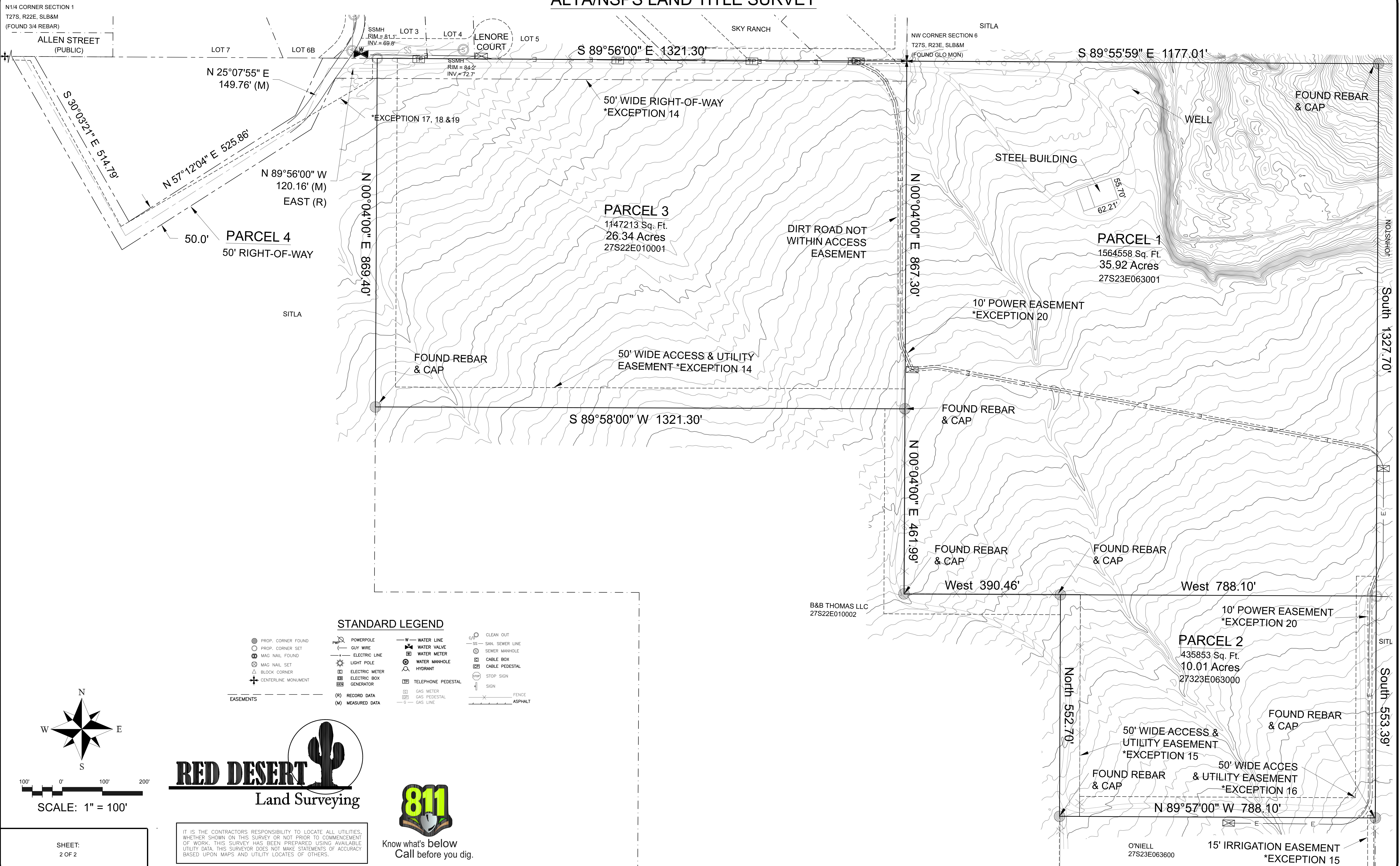
FLOOD DATA This community is not participating in the N.F.I.P.
There are no firm maps or flood insurance available.

IT IS THE CONTRACTORS RESPONSIBILITY TO LOCATE ALL UTILITIES, WHETHER SHOWN ON THIS SURVEY OR NOT PRIOR TO COMMENCEMENT OF WORK. THIS SURVEY HAS BEEN PREPARED USING AVAILABLE UTILITY DATA. THIS SURVEYOR DOES NOT MAKE STATEMENTS OF ACCURACY BASED UPON MAPS AND UTILITY LOCATES OF OTHERS.



Know what's below
Call before you dig.

ALTA/NSPS LAND TITLE SURVEY

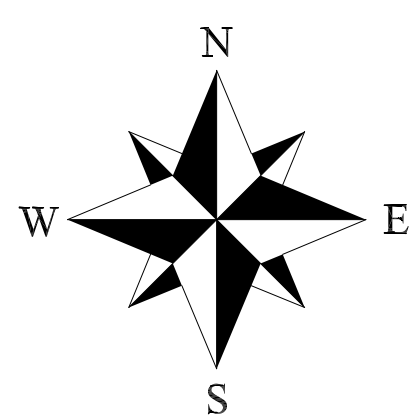


N1/4 CORNER SECTION 1
T27S, R22E, SLB&M
(FOUND 3/4 REBAR)

SITLA
NW CORNER SECTION 6
T27S, R23E, SLB&M
(FOUND GLO MON)

STANDARD LEGEND

- | | | | |
|-----------------------|-------------------|----------------------|-------------------|
| ● PROP. CORNER FOUND | — POWERPOLE | — WATER LINE | ○ CLEAN OUT |
| ○ PROP. CORNER SET | — GUY WIRE | — WATER VALVE | — SAN. SEWER LINE |
| ⊗ MAG NAIL FOUND | — ELECTRIC LINE | — WATER METER | ○ SEWER MANHOLE |
| ⊕ MAG NAIL SET | — LIGHT POLE | — WATER MANHOLE | □ CABLE BOX |
| △ BLOCK CORNER | — ELECTRIC METER | — HYDRANT | □ CABLE PEDESTAL |
| ⊕ CENTERLINE MONUMENT | — ELECTRIC BOX | — TELEPHONE PEDESTAL | ⊕ STOP SIGN |
| | — GENERATOR | — GAS METER | ⊕ SIGN |
| | (R) RECORD DATA | — GAS PEDESTAL | — FENCE |
| | (M) MEASURED DATA | — GAS LINE | — ASPHALT |



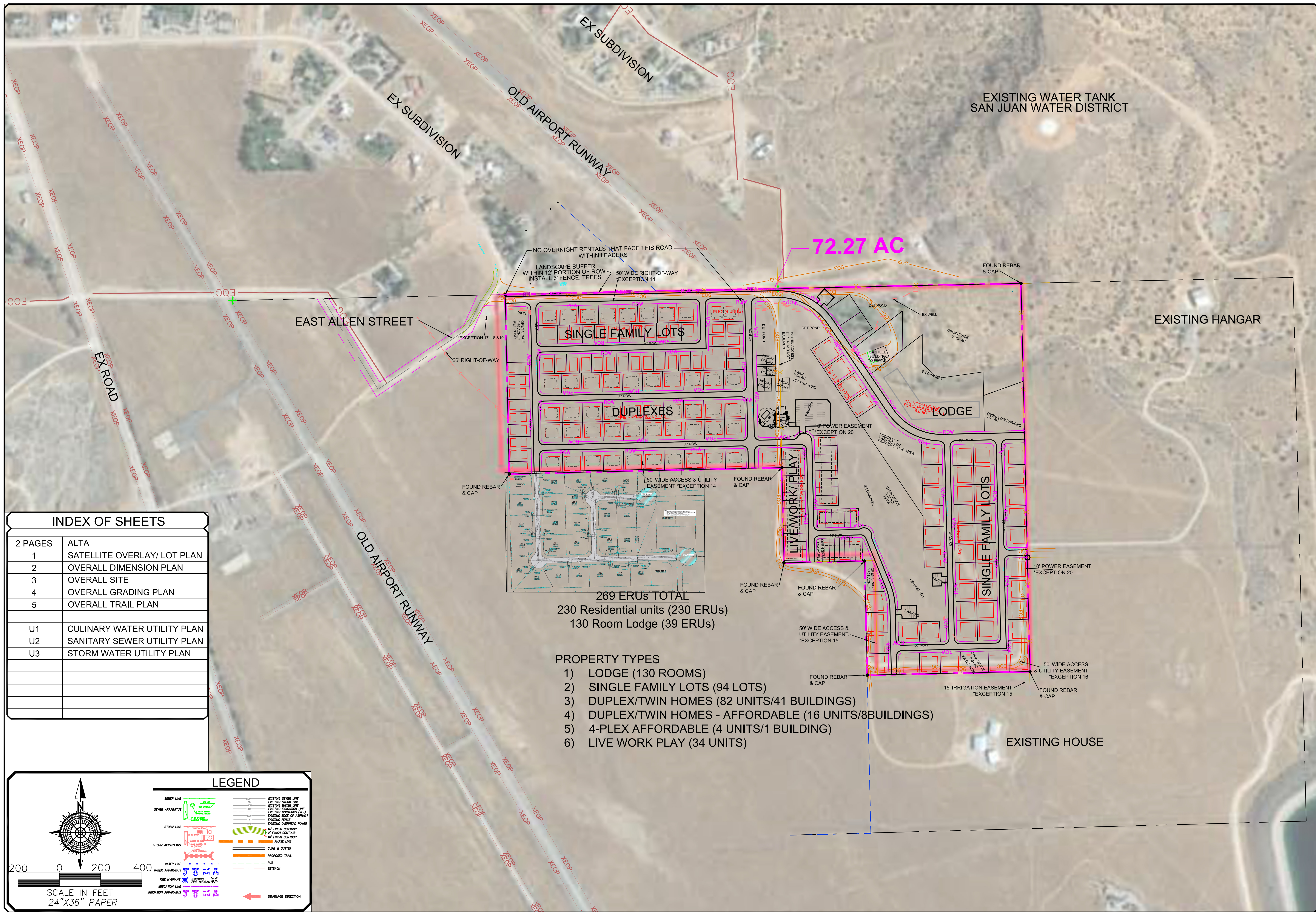
SCALE: 1" = 100'



IT IS THE CONTRACTORS RESPONSIBILITY TO LOCATE ALL UTILITIES, WHETHER SHOWN ON THIS SURVEY OR NOT PRIOR TO COMMENCEMENT OF WORK. THIS SURVEY HAS BEEN PREPARED USING AVAILABLE UTILITY DATA. THIS SURVEYOR DOES NOT MAKE STATEMENTS OF ACCURACY BASED UPON MAPS AND UTILITY LOCATES OF OTHERS.

Know what's below
Call before you dig.

SHEET:
2 OF 2



INDEX OF SHEETS	
2 PAGES	ALTA
1	SATELLITE OVERLAY/ LOT PLAN
2	OVERALL DIMENSION PLAN
3	OVERALL SITE
4	OVERALL GRADING PLAN
5	OVERALL TRAIL PLAN
U1	CULINARY WATER UTILITY PLAN
U2	SANITARY SEWER UTILITY PLAN
U3	STORM WATER UTILITY PLAN

SCALE IN FEET
24"X36" PAPER

LEGEND

SEWER LINE	EXISTING SEWER LINE	EXISTING SEWER LINE
SEWER APPARATUS	EXISTING STORM LINE	EXISTING STORM LINE
STORM LINE	EXISTING WATER LINE	EXISTING WATER LINE
STORM APPARATUS	EXISTING IRRIGATION LINE	EXISTING IRRIGATION LINE
WATER LINE	EXISTING OVERHEAD POWER	EXISTING OVERHEAD POWER
WATER APPARATUS	EXISTING OVERHEAD POWER	EXISTING OVERHEAD POWER
FIRE HYDRANT	EXISTING OVERHEAD POWER	EXISTING OVERHEAD POWER
IRRIGATION LINE	EXISTING OVERHEAD POWER	EXISTING OVERHEAD POWER
IRRIGATION APPARATUS	EXISTING OVERHEAD POWER	EXISTING OVERHEAD POWER

← DRAINAGE DIRECTION

269 ERUs TOTAL
 230 Residential units (230 ERUs)
 130 Room Lodge (39 ERUs)

- PROPERTY TYPES**
- 1) LODGE (130 ROOMS)
 - 2) SINGLE FAMILY LOTS (94 LOTS)
 - 3) DUPLEX/TWIN HOMES (82 UNITS/41 BUILDINGS)
 - 4) DUPLEX/TWIN HOMES - AFFORDABLE (16 UNITS/8 BUILDINGS)
 - 5) 4-PLEX AFFORDABLE (4 UNITS/1 BUILDING)
 - 6) LIVE WORK PLAY (34 UNITS)

NO.	DESCRIPTION	DATE	APPD.

ORIG. DATE: 9-7-22
 SURVEY BY: GFW
 DRAWN BY: GFW
 DESIGNED BY: GFW
 CHECKED BY: GFW
 SCALE: 1"=200'

GATEWAY CONSULTING, Inc.
 P.O. BOX 951005 SOUTH JORDAN, UT 84095
 PH: (801) 694-5848
 paul@gatewayconsultingllc.com

CIVIL ENGINEERING * CONSULTING * LAND PLANNING
 CONSTRUCTION MANAGEMENT

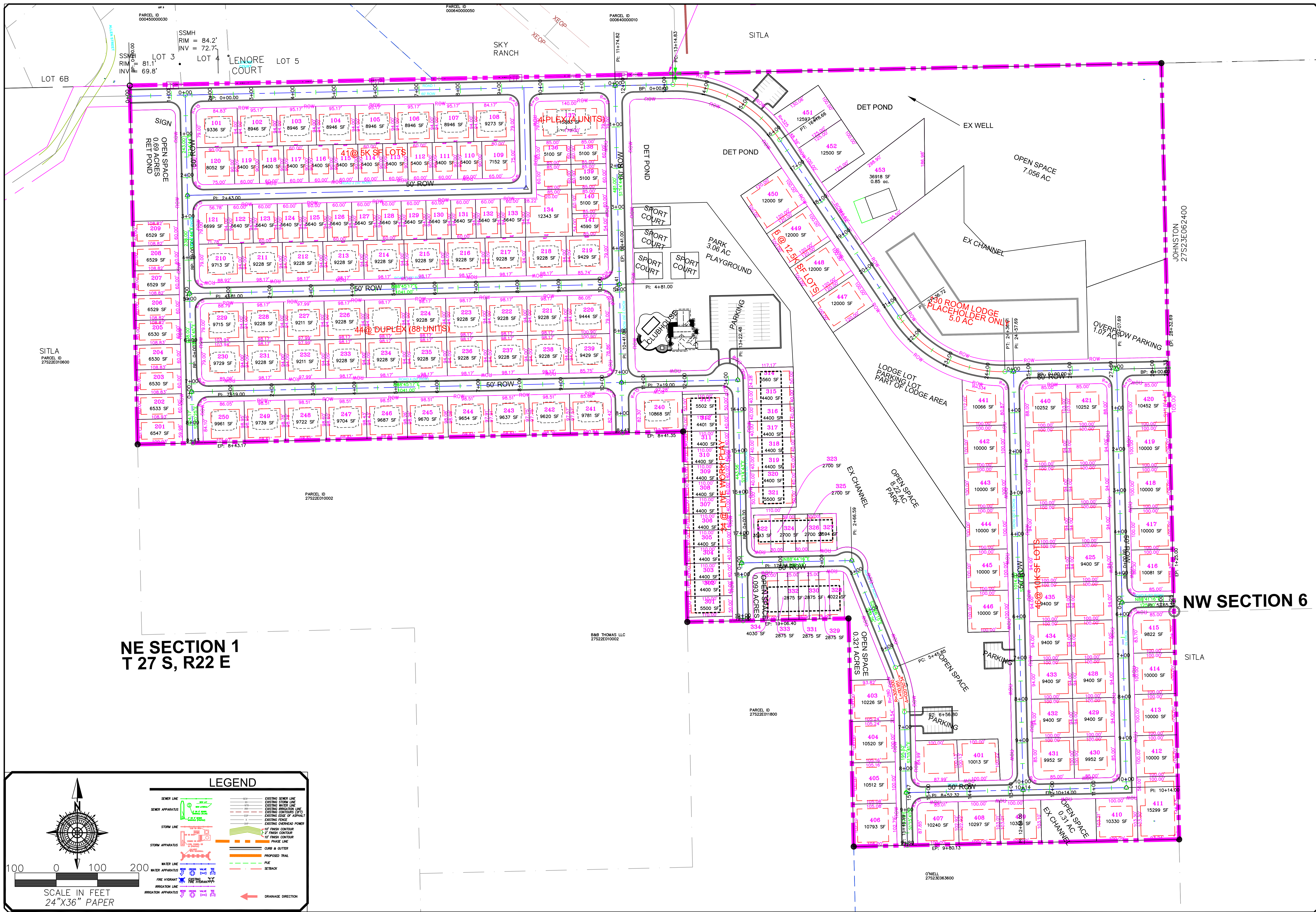
BALANCED ROCK RESORT
 SUBDIVISION CONCEPT
 SATELLITE OVERLAY
 LOT PLAN

PRINT DATE: 8-4-2023

SAN_JUAN
 COUNTY



SHEET NO. **1**



NO.	DESCRIPTION	DATE	APPD.

ORIG. DATE: 9-7-22	GPW
SURVEY BY: GPW	GPW
DRAWN BY: GPW	GPW
DESIGNED BY: GPW	GPW
CHECKED BY: GPW	GPW
SCALE: 1"=100'	

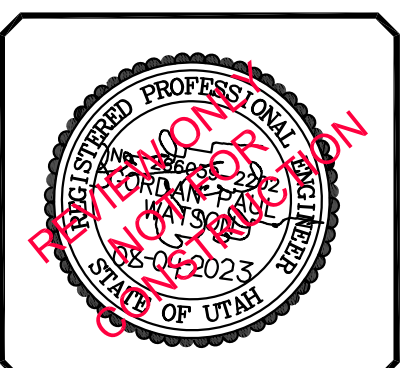
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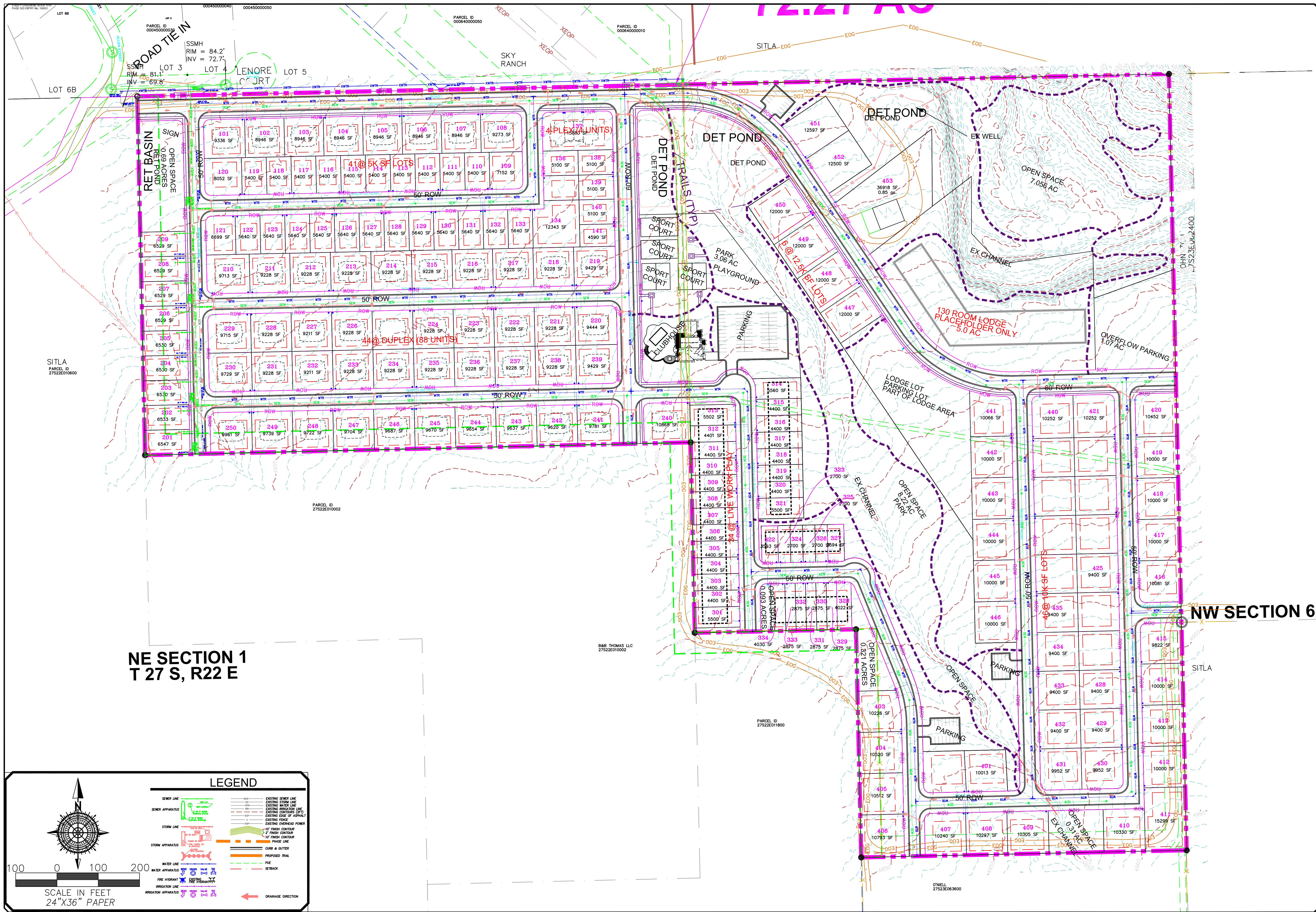
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 CONSTRUCTION MANAGEMENT**

**BALANCED ROCK RESORT
 SUBDIVISION CONCEPT
 OVERALL DIMENSION PLAN**

PRINT DATE: 8-4-2023

SAN JUAN COUNTY





NE SECTION 1
T 27 S, R22 E

NW SECTION 6

LEGEND

	SEWER LINE		EXISTING SEWER LINE
	SEWER APPARATUS		EXISTING STORM LINE
	STORM LINE		EXISTING WATER LINE
	STORM APPARATUS		EXISTING IRRIGATION LINE
	WATER LINE		EXISTING CONTOUR (5 FT)
	WATER APPARATUS		EXISTING EDGE OF ASPHALT
	FIRE HYDRANT		EXISTING FENCE
	IRRIGATION LINE		EXISTING OVERHEAD POWER
	IRRIGATION APPARATUS		1/2" FINISH CONTOUR
			1/4" FINISH CONTOUR
			PHASE LINE
			CURB & GUTTER
			PROPOSED TRAIL
			PAVE
			SETBACK
			← DRAINAGE DIRECTION

SCALE IN FEET
24"x36" PAPER

NO.	DESCRIPTION	DATE	APPD.

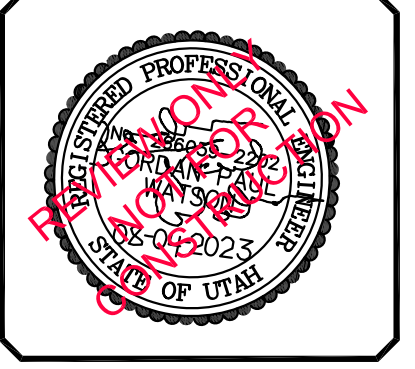
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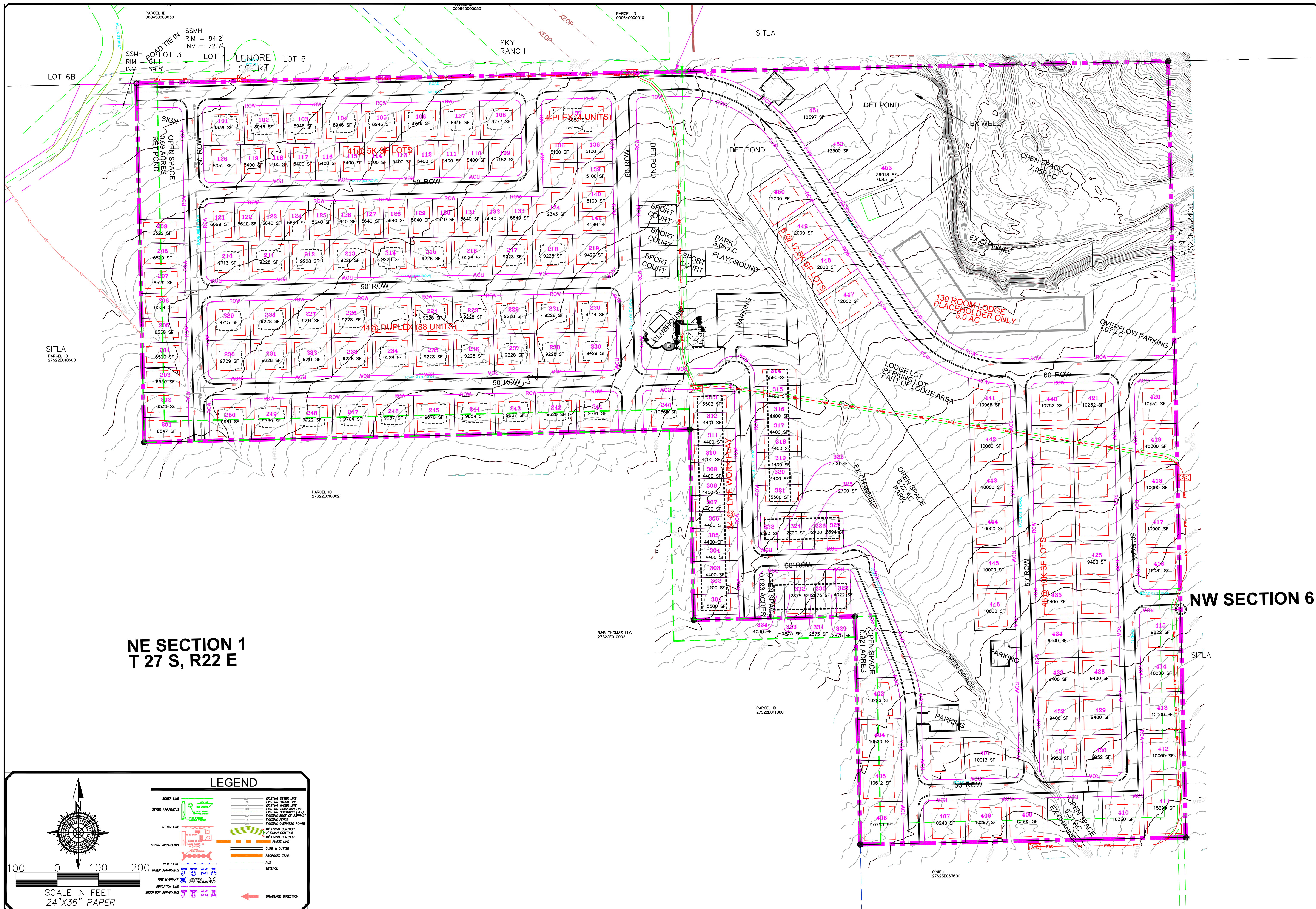
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BALANCED ROCK RESORT
 SUBDIVISION CONCEPT
 OVERALL SITE PLAN
 PRINT DATE: 8-4-2023

SAN JUAN COUNTY





**NE SECTION 1
T 27 S, R22 E**

NW SECTION 6

LEGEND

	SEWER LINE		EXISTING SEWER LINE
	SEWER APPARATUS		EXISTING STORM LINE
	STORM LINE		EXISTING WATER LINE
	STORM APPARATUS		EXISTING IRRIGATION LINE
	WATER LINE		EXISTING EDGE OF ASPHALT
	WATER APPARATUS		EXISTING FENCE
	FIRE HYDRANT		EXISTING OVERHEAD POWER
	IRRIGATION LINE		2" FINISH CONTOUR
	IRRIGATION APPARATUS		4" FINISH CONTOUR
			PHASE LINE
			CURB & GUTTER
			PROPOSED TRAIL
			P.U.E.
			SETBACK
			← DRAINAGE DIRECTION

SCALE IN FEET
24"X36" PAPER

NO.	DESCRIPTION	DATE	APPD.

ORIG. DATE: 9-7-22
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 DRAWN BY: GPW
 DESIGNED BY: GPW
 CHECKED BY: GPW
 SCALE: 1"=100'

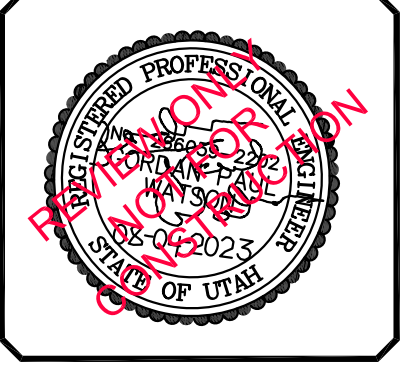
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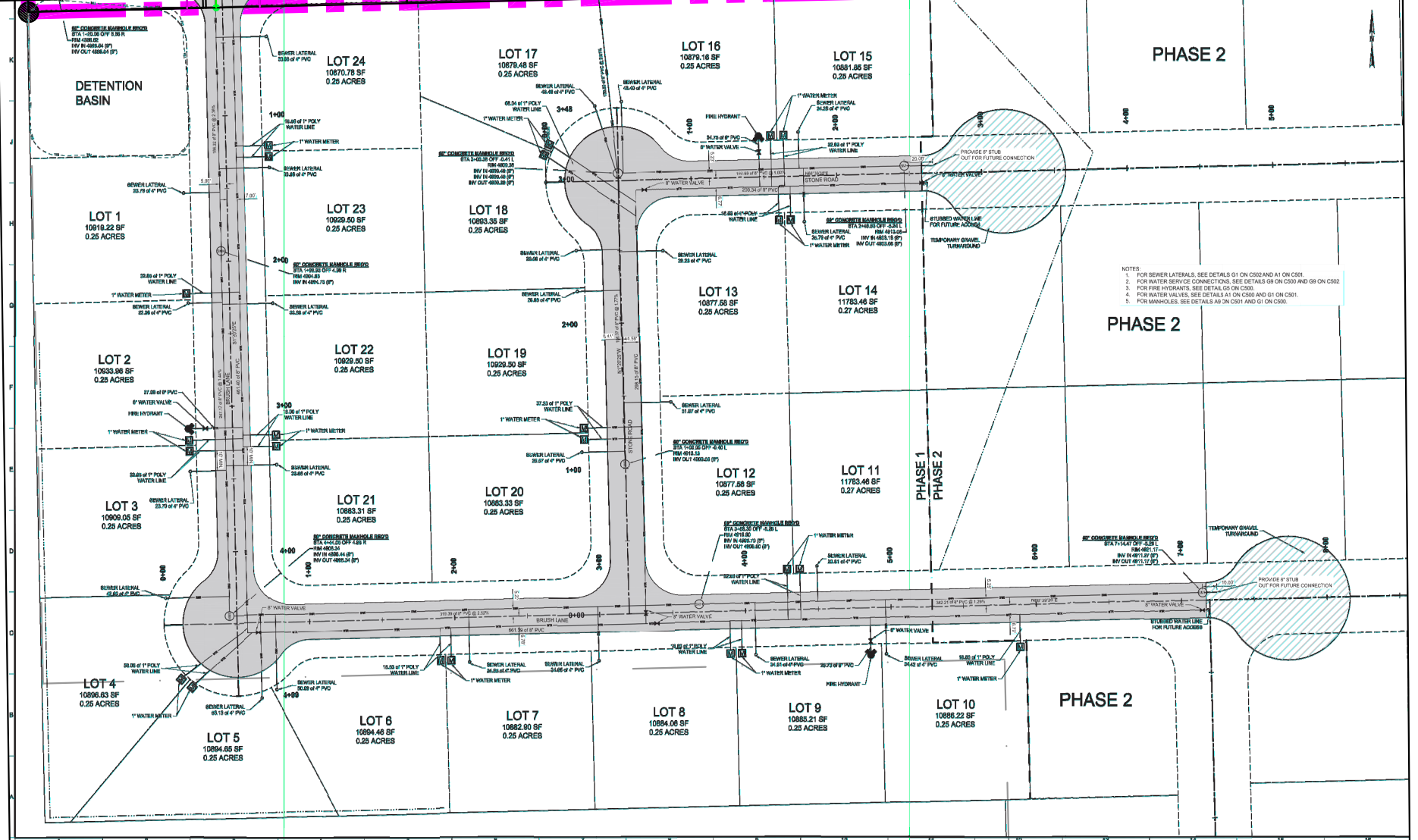
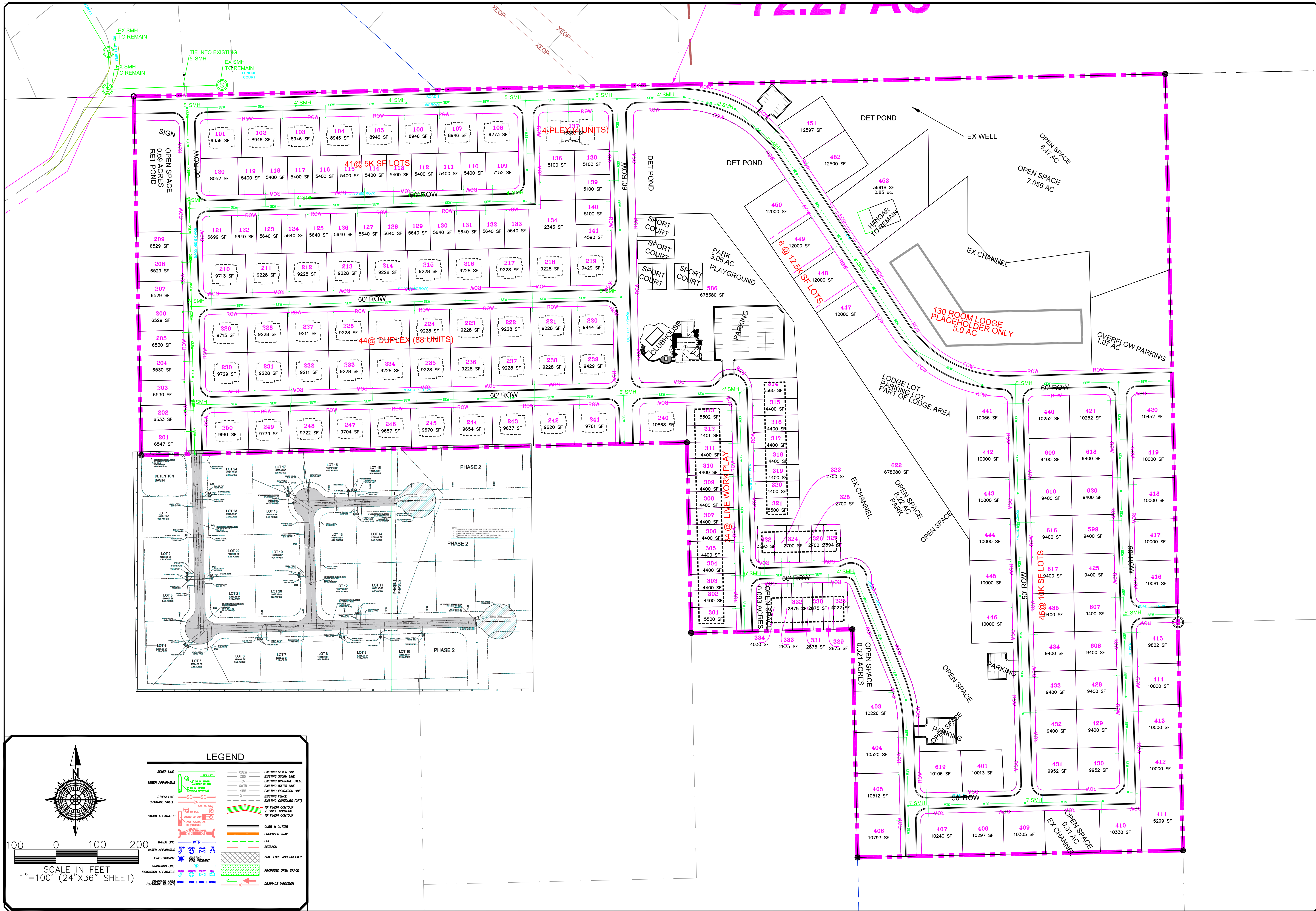
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**BALANCED ROCK RESORT
 SUBDIVISION CONCEPT
 OVERALL CONTOURS**

PRINT DATE: 8-4-2023

SAN JUAN COUNTY





LEGEND

SEWER LINE	EXISTING SEWER LINE
SEWER APPARATUS	EXISTING STORM LINE
STORM LINE	EXISTING STORM LINE
DRAINAGE SHELL	EXISTING DRAINAGE SHELL
STORM APPARATUS	EXISTING WATER LINE
WATER LINE	EXISTING IRRIGATION LINE
WATER APPARATUS	EXISTING FENCE
FIRE HYDRANT	EXISTING CONTOURS (DT)
IRRIGATION LINE	EXISTING CONTOURS (PT)
DRAINAGE LINE (DRAINAGE REPORT)	10' FINISH CONTOUR
	2' FINISH CONTOUR
	10' FINISH CONTOUR
	CURB & GUTTER
	PROPOSED TRAIL
	PUE
	SETBACK
	JOE SLOPE AND GREATER
	PROPOSED OPEN SPACE
	DRAINAGE DIRECTION

SCALE IN FEET
1"=100' (24"x36" SHEET)

NO.	DESCRIPTION	DATE	APPD.

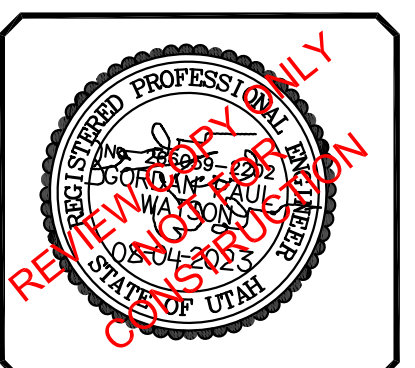
ORIG. DATE:	9-7-22
SURVEY BY:	GPW
DRAWN BY:	GPW
DESIGNED BY:	GPW
CHECKED BY:	GPW
SCALE:	1"=100'

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BALANCED ROCK RESORT
 SUBDIVISION CONCEPT
 OVERALL SEWER UTILITY SHEET
 PRINT DATE: 8-4-2023

SAN JUAN COUNTY



SHEET NO. **U2**

July 5, 2023



RE: Balanced Rock Resort – Traffic Memo Update #1– San Juan County, UT

The following is an updated traffic memo that incorporates the modified land uses and identifies the projected traffic generation for the proposed Balanced Rock Resort Development located in San Juan County, Utah which is south of Moab, UT. The site is a proposed 72.27 acre parcel located southeast of the former Grand County Spanish Valley Airport. The proposed site is planning to include:

- 130 room Lodge
- 94 single family homes
- 49 duplexes (98 units)
- 4-plex
- 34 Live-Work Units

Figure 1 shows the location of the site and Figure 2 indicates the proposed site plan.

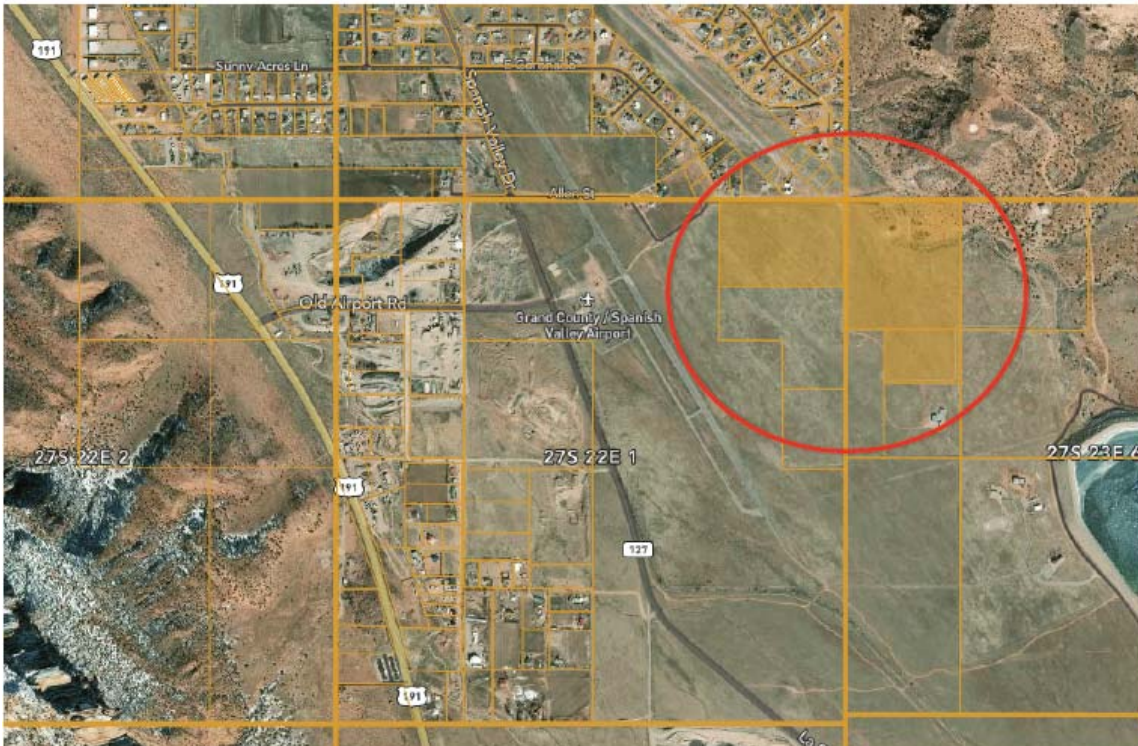


Figure 1: Proposed Site Location

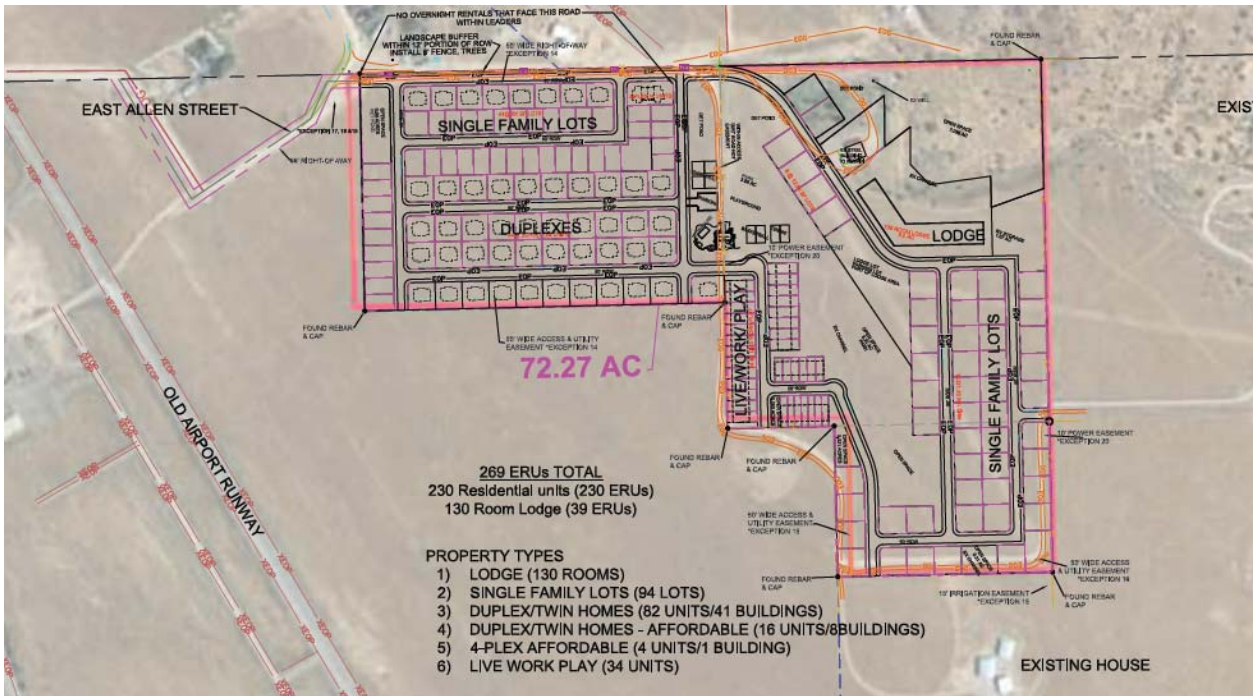
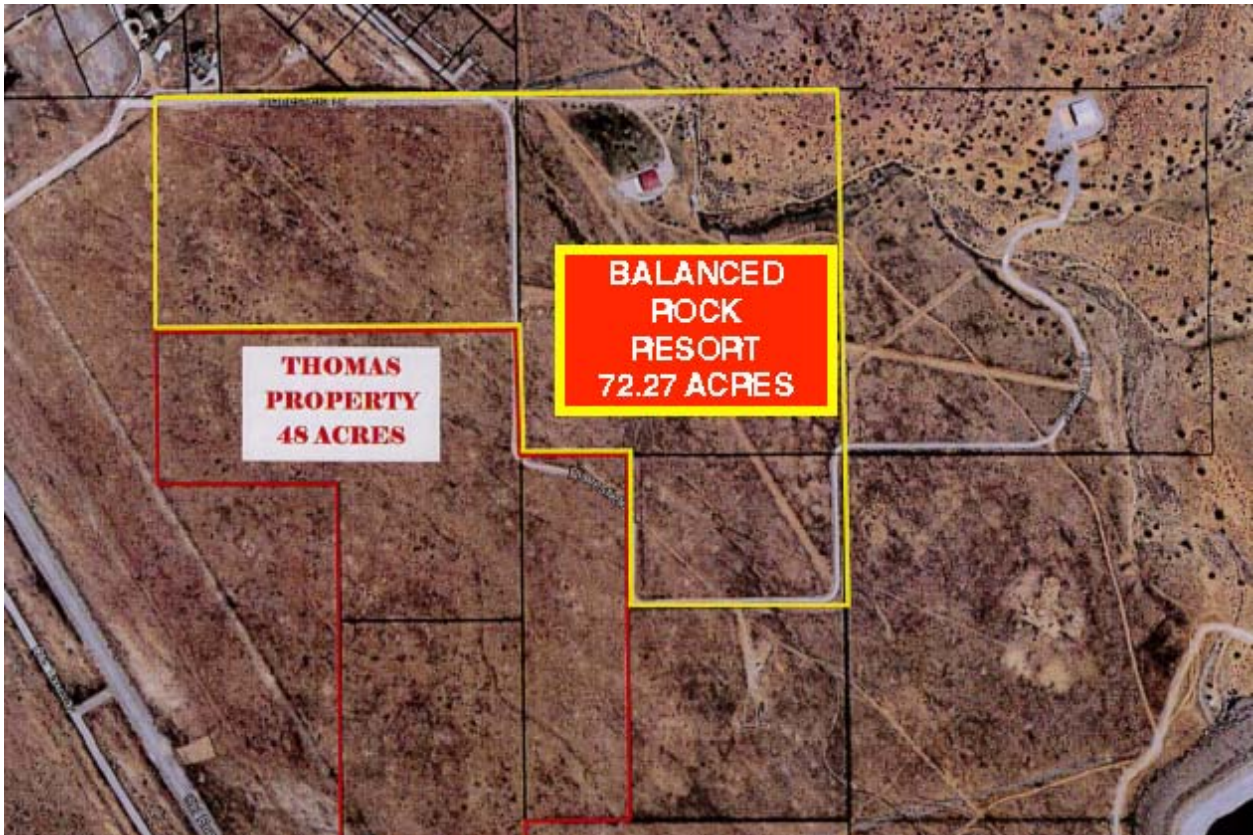


Figure 2: Proposed Site Plan

Trip Generation

Trip generation for the site is provided using the Institute of Transportation Engineers (ITE) *Trip Generation* software based on land use type and number of units and applying the empirical information collected on that particular land use type. Table 1 provides the projected trips for the proposed Balanced Rock Resort. Two issues to be specified is that the land use for the Live-Work units is based on a recreational home trip rate since no live-work land use exists in the ITE. The other is that the daily rate for a resort lodge is unavailable and so the typically practiced rate of 10 times the PM peak rate is applied.

ITE 11th Ed	Size	Land Use	Trip Rate			Trips		
			AM	PM	Daily	AM	PM	Daily
Single Family Homes	94	210	0.70	0.94	9.43	66	88	886
Duplexes	98	210	0.70	0.94	9.43	69	92	924
Lodge	130	330	0.32	0.41	0.00	42	53	533
4-plex	4	220	0.40	0.51	6.74	2	2	27
Live Work Units	34	260	0.22	0.29	3.55	7	10	121
Total						185	246	2491

A comparison can be made of the other traffic generation depending on the assumed land uses and sizes. The possible land uses come from the “San Juan County Spanish Valley Development Ordinances of the San Juan County Zoning Ordinance - September 13, 2019. The PC zone has such a wide range that unless a land use plan is provided, any projection of the other possible uses for this land would be speculation. Instead, it might be helpful to equate certain land uses to the projected proposed Balanced Rock Resort traffic of 2,491 daily trips on the 72.27 acres. This would be a similar generation to one of the following:

- 264 single family homes
- 370 multi-family homes
- 230,000 square feet of office space
- 67,400 square feet of retail

Page 16 of the San Juan County Spanish Valley Development Ordinances of the San Juan County Zoning Ordinance - September 13, 2019 identifies the MINIMUM requirements of a small planned community and it states:

Small Planned Community:

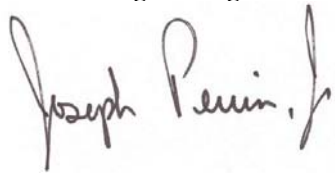
Each PC Zone of this type shall contain a minimum of 20 acres under single ownership. This area will allow up to four (4) residential units per acre, and a range of residential units and types.

For the 72.27 acres at four units per acre would equate to 289 units which would generate 2,725 daily trips which would be more traffic than the proposed Balanced Rock Resort projected traffic of 2,491 daily trips.

Capacity Impact

The traffic will utilize either La Sal Loop Road which is carrying 120 daily trips or using Old Airport Road to access US 191 which carries 5,600 daily trips. Both of these are two-lane roadways with capacities in the 15,000 daily trip range. Therefore the roadways have the capacity to accommodate the projected demand. Connections to these routes from the resort will need to be evaluated not from a traffic capacity aspect but from a road pavement condition.

Sincerely,
A-Trans Engineering



Joseph Perrin, PhD, PE, PTOE
Principal

Architectural and Landscape Design Guidelines

The following Guidelines apply to the Balanced Rock Resort development, which is subject to Chapter 10 (Overnight Accommodations Overlay) of the San Juan County Spanish Valley Development Ordinances of the San Juan County Ordinance (September 13, 2019).

The guidelines have been created to create a community with a quality neighborhood that will have a variety of housing choices and are accessible by a variety of transportation modes. The Guidelines establish a set of building standards as determined by siting, height, façade, materials, parking space and roof requirements.

It is expected that these Guidelines will be further refined as the community vision becomes more defined, and the CC&Rs are assembled.

Architectural

Allowed Building Forms

Single Family



Duplex/Twin Home



Townhome



Fourplex



General Requirements and Guidelines

Accessory Dwelling Units (ADUs)

Internal ADUs may be allowed if they conform with Utah Code and County Ordinances and are approved by the Developer and/or Architectural Committee. If an internal ADU is allowed, it will:

- Not have a separate utility meter for the internal ADU;
- Be designed so that the ADU does not affect the appearance of the primary dwelling unit as seen from the primary façade; (i.e. entrance door and other features are on the side or back of the primary dwelling unit).
- Will have one additional on-site parking space for the ADU, unless four or more spaces are already required;
- Require replacement of any parking spaces lost if an ADU is constructed in what was previously a garage or carport;
- Will not be rented for fewer than 30 consecutive days;
- Will not be rented if the primary dwelling unit (principal structure) is not occupied as the owner's primary residence.

Detached ADUs are prohibited, unless approved by the Developer and/or the Architectural Committee, and must conform with the following:

- Detached ADUs may only be considered for single-family lots that are 12,000 square feet and larger (Lot Area);
- The design of the ADU conforms with the design of the primary residence;
- The ADU must be sited in the rear yard of the primary residence;
- Will not have a separate utility meter for the internal ADU;
- Will have one additional on-site parking space for the ADU, unless four or more spaces are already required;
- Require replacement of any parking spaces lost if an ADU is constructed in what was previously a garage or carport;
- Will not be rented for fewer than 30 consecutive days;
- Will not be rented if the primary dwelling unit (principal structure) is not occupied as the owner's primary residence.

Accessory Structures:

- Attached accessory structures are considered part of the principal structure and must be approved by the Developer and/or the Architectural Committee.
- Detached accessory structures may be permitted by the Committee as follows:
 - Single-Family and Duplex/Twin Home Lots: May be permitted, and shall comply with the following:
 - Must comply with the setbacks.
 - Not permitted in the front yard.
 - Shall be located behind the principal structure in the rear yard.

- Shall not exceed the height of the principal structure.
 - Shall have a similar architectural theme as the primary structure.
- Townhome lots: Not permitted.
- Fourplex lot: Not permitted (with exception that the Committee may approve a small shed with an approved architectural design for lot maintenance equipment or bicycle storage).
- All detached accessory structures must meet County Code and be approved by the Committee prior to the start of construction.

Affordable Housing: It is anticipated that the affordable housing will follow the same architectural guidelines as the balance of the community. However, some modifications may be necessary as plans are developed to keep the homes affordable. Regardless, the affordable homes will meet the overall look and feel of the other homes to maintain continuity in the development.

Architectural Review Committee (“Committee”): The architectural review committee is the entity allowed to make decisions as to whether a proposed structure meets the architectural and landscape guidelines set forth herein, and with the CC&Rs that will further refine the specific requirements. The architectural committee will be organized by the board of the Homeowners Association (HOA), or by the developer if the HOA has not been established.

Balconies: The following applies in all locations where balconies are incorporated into the facade design facing any street or parking lot:

- Balconies shall be a minimum of six feet deep and five feet wide.
- Balconies that are not integral to the façade shall be independently secured and unconnected to other balconies.

CC&Rs: Please note that the Developer may further refine the building standards and requirements as the architectural and landscape design guidelines are captured in the CC&Rs.

Construction: All construction must be undertaken and completed according to the codes and ordinances of San Juan County.

Fire Sprinklers and Alert Systems: Sprinklers and an alert system (which can be a flow monitor that connects to a horn strobe that is shared by multiple properties) are required for any residences that allow for overnight rentals. Residences that don’t allow overnight rentals (affordable duplex/twin home units) do not require sprinklers and an alert system. The fourplex may require a sprinkler and an alert system. The Lodge will require a sprinkler and an alarm system. Owners and builders should ensure their plans meet the requirements of the Fire Inspector and County officials.

Hazards and Aesthetically Unpleasant Appearance: No fence, wall, hedge, tree, plant, shrub, or foliage shall be planted, kept or maintained in such manner as, in the opinion of the Committee, shall create a serious potential hazard or an aesthetically unpleasant appearance to the other residents of the area.

Homeowners Association (“Association” or “HOA”): An HOA will be established to manage the property, ensure compliance with the CC&Rs, and collect fees/dues and assessments from each residential lot owner. The HOA will also be able to levy fines for violations to the CC&Rs.

Hot tubs/Jacuzzis: Hot tubs may be approved by the Committee on any lot type.

Maintenance: Homeowners will be required to keep their Lots maintained at all times.

Permanent Structures: All buildings constructed shall be permanent construction without a chassis, hitch, or wheels, or other features that would make the structure mobile.

Pools: Pools and pool houses may be approved by the Committee, but only on single-family lots that are denoted as “10k SF Lots” or larger on the layout.

Process: A detailed process for approval of a home design will be detailed in the CC&Rs. Among other things, it will require submission of a construction timeline, required plans for the structure(s), a specification sheet and samples of proposed materials, excavation plans, survey, plans for walls and/or fences, plans for landscaping. Payment of fees (impact, application, other) may also be required. Any changes to the approved plans, including without limitation changes in the site plan or exterior elevations, before, during or after construction, must first be submitted to the Committee for approval.

Slope: All variation in slope and change in the original elevations or a Lot, or any part thereof, must be retained within the boundaries of said Lot, so that, among other things, (a) no adjoining landowner will be required to retain any slope due to cuts or changes in the elevation of an adjoining Lot by such adjoining Lot Owner, and (b) the changes in slope will not change the direction or flow of run-off water so as to adversely affect such adjoining property.

Storage: All long-term storage (more than 14 days) of personal property, including without limitation vehicles, motorcycles, recreational vehicles, all-terrain vehicles, boats, and trailers, must be contained on the Lot, in the house, in an approved enclosure that is a part of the house and/or the garage, or on a paved driveway area that is reasonably screened from the street. Long-term parking for recreational vehicles, boats and trailers is available in the Overflow Parking area to the east of the lodge.

Structures: Dome structures, log Homes, and earth or berm Homes are not allowed. No trailer, bus, outhouse, tent, shack, garage, or accessory building shall be used at any time as a residence either temporarily or permanently. No old or second-hand structures or Homes shall be moved onto any of said Lots nor shall any such structures be erected or placed on the Lots at any time.

Building Requirements

The building requirements detailed here outline the specifications for new construction and renovated structures within the Balanced Rock Resort community.

1. Architectural Design

- a. All structures will fall within the Desert Modern architectural category. The final decision of meeting the category will be at the discretion of the Committee.
- b. No homes or other Improvement shall be permitted that is not compatible and in harmony with existing homes and Improvements in the Project. In addition, the architectural design of the home must be compatible with the Lot upon which it is being built and designed by a licensed architect or other residential designer as approved by the Committee.
- c. Energy efficient designs and materials are strongly encouraged. As a minimum, homes must meet the minimum standards of the current (at time of application) energy code adopted by the State of Utah.
- d. All elevations and facades of each Home should be consistent with the intended architectural style of the Home and carried around all four (4) elevations and facades of the structure.
- e. No plastic, clear anodized or milled aluminum window, door, or skylight frames will be allowed. Aluminum frames will be permitted if color-coated to coordinate with the exterior colors of the proposed Improvement. Glass can be either clear or lightly tinted. No reflective or mirrored glass will be allowed. Skylights and glazing should match the exterior color of the exterior of the house. The use of energy efficient glass is encouraged and must meet the minimum standards of the current (at time of application) energy code adopted by the State of Utah.
- f. Active solar collectors can result in excessive glare and reflection and must be approved by the Committee. The solar energy system should be integrated into the structure on a site. If mounted on a roof, the solar energy system may not extend above the roof line and the panel frame, support brackets, and any visible piping or wiring must be of a color or texture that is similar to the roof material. The installation of any solar energy system must:
 - (i) comply with applicable health, safety, and building requirements;
 - (ii)

comply with applicable safety and performance standards established by any of the following: the National Electric Code, the Institute of Electrical and Electronics Engineers, Underwriters Laboratories, an accredited electrical testing laboratory, the State of Utah, or any local municipal agency.

- g. Exterior wall finish materials will continue to below the finished grade. Exposed foundations are discouraged. Aluminum sheet metal cannot be used to cover foundations.
- h. All trash containers must be stored in the garage or behind the resident's gate/fence such that they are not visible from the street fronting the property when not out for collection. The enclosure must appear to be an integrated part of the Home.
- i. Carports will be generally discouraged but may be approved by the Committee if the design is attractive and follows the Desert Modern architectural theme.
- j. In some cases, the Developer may impose more restrictive design elements on certain Lots or in certain Phases.
- k. Awnings may be approved by the Committee but must be constructed of a natural material like metal. Plastic and canvas awnings will not be allowed.

2. Exterior Materials

- a. All exterior materials, except for the roof, may be stucco, metal, concrete, wood (finished in a natural color), "hardiplank" (cement board), block, or brick, with accents of stone, approved simulated stone, synthetic plaster finish system, copper, or a combination thereof. The Committee may determine that a plan possesses sufficient character and quality without the accents, in which case it may waive such accent requirement. The use of aluminum or vinyl siding, plywood, pressed board, and similar types of siding, as exterior finishing materials, is specifically prohibited. The CC&Rs will further refine the acceptable materials.
- b. No reflective finishes (other than non-mirrored glass) shall be used on exterior surfaces. Any sheet metal, including, without limitation, flashing; vents and pipes must be colored or painted to match the material to which they are attached or from which they project.
- c. Base building colors shall be in subdued earth tones to complement and harmonize with the natural surroundings and prevailing architecture and conform to or be in harmony with approved samples. The use of the colors white, off-white, or other highly reflective colors may not be approved by the Committee. Pastels or high gloss finishes may not be used. Complementary accents colors must be used on window trim, shutters, and doors. The

Committee may require actual samples or color boards of all stone, cultured stone, stucco, siding, roofing materials and other materials prior to approval.

3. Roof/Roofing

- a. Flat roofs will be encouraged. Other roof styles (such as flat shed, butterfly, skillion, sawtooth, curved and folded plate) that complement the Desert Modern architectural theme may be approved by the Committee.
- b. No gable, mansard, hip, Dutch, Jerkinhead, pyramid, bonnet, saltbox, dormer and other roof styles will be considered by the Committee. (If in doubt, builders/homeowners should check with the Committee in advance of having plans drawn.)
- c. All soffits, eaves, and parapets must be finished with stucco, precast concrete, or other approved synthetic hard coat finish. Aluminum may not be used on soffits and fascia. Certain metals and wood (not painted) may be approved by the Committee if they are determined to fit in with the architectural theme of the community, and if the applicant can show that proper maintenance will not be onerous.
- d. All roof finish material must have the prior approval of the Committee and should match, or complement, the color of the exterior of the structure.
- e. Flat roof coverings must be colored to blend with the home. White or “off-white” roofs will not be permitted. Lighter shades of the dominant building color will be permitted.
- f. Metal flues, vents, chimney caps, or similar items shall be finished to color match the nearest adjacent material. It is highly encouraged (but not mandatory) to consolidate all roof mechanical protrusions into a single area (or two) and conceal them within a false chimney or other architectural element compatible in color with the Home or other Improvement.
- g. Mixing of different colored roofing material, or two-toned roofing material, shall be prohibited, except as may be approved on a case-by-case basis by the Committee.

4. Dwelling Size

- a. The minimum total square footage of living area on the main floor of a Home located within the building envelope, exclusive of porches, patios, decks, and garages, shall meet the following requirements:
 - i. Single-Family (“5k Lots”): 1,500 square feet
 - ii. Single-Family (larger lots): 2,000 square feet
 - iii. Single-Family (hangar lot): 1,500 square feet

- iv. Duplex and Twin Home: 1,500 square feet
 - v. Townhome: 2,000 square feet
 - vi. Fourplex: 1,000 square feet
- b. The main floor is defined as follows:
- i. Single-Family: Ground level
 - ii. Duplex and Twin Home: Ground level (per unit)
 - iii. Townhome: 2nd story
 - iv. Fourplex: Ground level (per unit)
- c. A basement or upper levels (with exception of the 2nd story of a townhome) shall not be considered in determining the square footage of the main floor square footage in any house.
- d. The minimum and maximum size of each Home, including height and footprint, shall be reviewed on a case-by-case basis by the Committee so that no house is built to a size that would detract from the Balanced Rock Resort community, or the Homes located in its vicinity. Both minimum and maximum sizes will vary depending on site area, site location, and the unique features of each site and house.

5. Setbacks:

- a. All residences will adhere to the setbacks stated in this table:

Minimum Setbacks in Feet

TYPE	FRONT SETBACK	SIDE SETBACK	CORNER SETBACK	REAR SETBACK	DISTANCE BETWEEN BUILDINGS
Single-Family	20'	8' and 12'	10'	10'	
Duplex and Twin Homes	20'	8' and 12'	10'	10'	
Fourplex	20'	10'	10'	10'	
Townhomes*	20'	0' to 20'	10'	10'	20'

*Townhomes - "Live/Work/Play"

- b. The side setbacks (8’ and 12’) for Single-Family and Duplex and Twin Homes are designed to allow for a longer driveway to be added to the side of a Lot where an RV or trailer can be parked. See Parking Spaces Guidelines, below.
- c. The side setbacks (0’ or 20’) for Townhomes allows for individual units to be built side-by-side with zero lot lines, and with 20’ distance between the buildings comprised of several units.
- d. The clubhouse, pool and sport courts will be setback at least 20’ from the street ROW.
- e. All measurements shall be made from each point on the applicable Lot boundary line to the nearest point on the foundation, porch, deck or other extension of any building or structure, whichever is nearer to such Lot line.

6. Heights

- a. All homes must meet the height requirements detailed in this table:

Minimum and Maximum Heights in Stories and Feet

TYPE	MINIMUM HEIGHT (STORIES)	MAXIMUM HEIGHT (STORIES)	MINIMUM HEIGHT (FEET)	MAXIMUM HEIGHT (FEET)	BASEMENT ALLOWED
Single-Family	1	3	12'	35'	YES
Duplex and Twin Homes	1	3	12'	35'	YES
Fourplex	1	3	12'	35'	YES
Townhomes	2	3	20'	35'	NO

Note: The existing hangar is exempted from the height restrictions.

- b. It is expected that this table will be further refined, particularly regarding decreasing the Maximum Height (Stories) and the Maximum Height (Feet) allowed, when the CC&Rs are created.

7. Walls/Fencing

- a. Prior to the installation of any wall/fence on any Lot, a site plan showing the proposed location, height, colors, and materials, and the landscaping which may be used to screen it, must be submitted to, and approved by, the Committee in writing.
- b. Excavation plans and plans for any walls to be erected on the Lot, including retaining walls, screening walls or fences, and landscaping walls. Such plans must be approved by the Committee and must be constructed to municipal

codes and ordinances and for retaining walls there must be plans and an as-built certification of acceptance by a licensed geotechnical engineer.

- c. It is the obligation of the Lot Owner to have the Lot surveyed to ensure that placement of any fence, wall, or other barrier is entirely on such Owner's Lot.
- d. Finished walls and fences may be constructed of stucco, stone, wood (not painted), concrete, block, stuccoed block, or wrought iron. No brick, vinyl, plastic, or chain-link fencing will be allowed. (Chain-link is allowed around the sport courts by the clubhouse.) All wall or fence materials must be approved by the Committee prior to installation.
- e. No fence, wall, hedge, shrub, or other structure shall be placed along any front property line of a Lot.
- f. No fences shall be constructed in the front setback area of a Lot.
- g. No wall/fence shall be erected on any Lot closer than 10 feet to the back of any street curb.
- h. Owners may construct walls in the rear and along the side property lines, but they may not exceed beyond the point on the front of the Home which is nearest to the Road.
- i. The Owner of the wall/fence shall be responsible for maintaining the land area between the wall/fence and the Lot property line and/or the back of any curb or street.
- j. Fences and walls constructed on corner lots must adhere to County Ordinances regarding appropriate height and setbacks.
- k. Individual Owners may construct privacy walls in the rear and along the side property lines. Construction of fences and walls between neighbors needs to be coordinated so it is done appropriately. Fences and walls must harmonize with color and style any perimeter wall that is around the Project. The solid portion of the wall may not exceed six (6) feet in height on either side; provided, with the written consent of the Committee, which may be withheld at its absolute discretion, a variance may be granted to permit a wall to be as high as eight (8) feet in height above grade on the highest side if it does not exceed six (6) feet in height above grade on the lowest side. If, for any reason, the wall is required to be higher than the foregoing for any reason including, without limitation, "topography or because the wall encloses a pool, any higher portions shall be of a color, style and height determined by the Committee with a written variance required.
- l. The Developer and/or the CC&Rs may specify specific lots that will be required to install a privacy wall along the rear property line.
- m. No Owner or any other Person may alter the wall constructed around the perimeter of the Balanced Rock Resort community except that a higher

wrought iron fence (or other Committee approved material) may be constructed to protect a pool area or restrain pets with the consent of the Committee, which may be reasonably withheld at its sole discretion. The perimeter fence initially installed by Developer shall be maintained by the Association. Any wrought iron fence (or other) installed by an Owner shall be maintained by the Owner of the Lot on which the fence is located.

- n. Retaining walls are restricted to a maximum height of five (5) feet in height above grade on the highest side, unless the Committee, at its sole discretion, grants final approval for a higher wall. In the event final approval is given for a retaining wall higher than five (5) feet in height above grade on the highest side, the retaining wall must be tiered, and landscaping must be installed to hide the retaining wall.
- o. All retaining walls located in the front or along the side of the home must be constructed out of concrete, stacked stone or cinder blocks (which may require coating). Located in the back yard of the Home, native stack rock, concrete or block (which may require coating) may be used as a retaining wall. If stacked rock is used, it must match the native rock located in Spanish Valley area.

8. Garages/Driveways

- a. Each home will meet the “Parking Space Standards” detailed in the section below.
- b. The driveway on any Lot must be constructed of concrete or pavers and placed on properly compacted granular fill. No dirt, asphalt, or gravel driveways will be permitted. See below regarding stained concrete.
- c. All construction related to the installation of a driveway must be completed prior to, or simultaneously with, the occupancy of the house. It is the Owner's responsibility to keep driveways in reasonable repair.
- d. Driveways must be of a sufficiently gentle slope, so they are not a hazard to the neighboring homes, yards, persons, or vehicles on the street. They must be constructed in such a way that they cause no problem related to water run-off for the Owner, neighbors, adjoining properties, or any municipal road department.

Landscaping

1. General Guidelines

- a. No planting, gardening, or landscaping shall be installed or modified, and no fences, hedges or walls shall be erected or maintained upon any Lot except such

as are installed in accordance with the initial construction of the buildings located thereon or as Finally Approved by the Committee.

- b. A landscape plan must be submitted to the Committee and approved before landscaping may begin.
- c. All Lots shall be landscaped with lawn, trees, shrubs, or suitable ground cover, to be visually attractive and harmonious with the project and neighboring properties.
- d. Each Owner shall install an underground sprinkling system to provide adequate water to maintain all lawn and planted areas.
- e. All landscaping for all Lots must be completed within six (6) months from the sooner to occur of either completion or occupancy of the Home. Landscaping is not deemed complete until the front, back and side yards are landscaped, including the sprinkling system.
- f. A yard sculpture, fountain, or other non-seasonal display must have prior written approval of the Committee before installation.
- g. Seasonal displays, such as Christmas lights, are permitted for specific time frames which the Committee may establish by Resolution.

2. Slopes and Water Runoff

- a. Each Lot is to be graded and landscaped in a manner that will keep water runoff from adversely affecting adjoining properties.
- b. No structure, planting or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels.
- c. The slope control areas of each Lot and all improvements in them shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.
- d. Each Lot Owner is responsible to see that no nuisance or damage is created by flow of drainage water to any other Lot or surrounding property.
- e. It is the sole obligation of each Lot Owner to contain any accumulated water on the Owner's individual Lot or drain it to the street. This includes preventative measures being taken to prevent moisture from leaching through block/concrete walls to adjacent Lots or properties.
- f. Landscape and grading that promotes retention of water onsite to absorb back into the ground are encouraged.

- g. Each Owner shall be responsible for any damage to adjacent Lots proximately caused by such Owner's activities which affect the lateral support of adjacent Lots and improvements thereto. Owners shall be responsible for all damage proximately caused by drainage from their Lots to adjacent Lots.

3. Coverage

- a. The entire lot area (excluding the footprint of the home, garage, detached buildings, and impermeable surfaces such as driveways) will be landscaped using drought resistant desert plantings, ground cover, or landscape gravel and boulders approved by the Committee.
- b. Artificial turf is allowed if the Committee determines on a case-by-case basis that it does not detract from the appearance of the house or the surrounding neighborhood, and with the following guidelines:
 - i. Artificial turf is not allowed in the front yard.
 - ii. Artificial turf may be approved for side yards that are shielded from street view by a wall, fence, or plantings. Artificial turf installed in side yards may not extend beyond the front of the house toward the street.
 - iii. Artificial turf may be approved in the back yard.
 - iv. A maximum of thirty-five percent (35%) of the Lot area excluding the footprint of the home, garage and other detached buildings may be landscaped in artificial turf.
- c. Lawn may be allowed if the Committee determines on a case-by-case basis that it does not detract from the appearance of the house or the surrounding neighborhood, and with the following guidelines:
 - i. Lawn is not allowed in the front yard.
 - ii. Lawn may be approved for side yards that are shielded from street view by a wall, fence, or plantings. Lawn installed inside yards may not extend beyond the front of the house toward the street.
 - iii. Lawn may be approved in the back yard.
 - iv. A maximum of twenty-five percent (25%) of the Lot area excluding the footprint of the home, garage and other detached buildings may be landscaped in lawn.

4. Types of Trees and Plants

- a. Plant selections are to be hardy, drought tolerant plantings.
- b. Lot owners are encouraged to consult local nurseries for recommendations for trees and plants that are appropriate for the region.
- c. Trees which are used in the landscape shall not have a mature height of over twenty-two (22) feet. This restriction is intended to preserve peripheral views for adjacent homes. The Committee may provide a set of trees that are allowed. Trees and shrubbery which are not allowed for use in the development are:

- i. California Fan Palm;
 - ii. Mexican Fan Palm;
 - iii. Willow trees-salix species (including, Desert Willow – *Chilopsis linearis*);
 - iv. Ash species (including Littleleaf Ash-*Fraxinus greggii*);
 - v. Italian Cypress;
 - vi. Idaho Locust;
 - vii. Mulberry;
 - viii. Cottonwood;
 - ix. Chinese Pistache;
 - x. Honey Locust;
 - xi. Birch;
 - xii. All coniferous trees – pines, spruce, cedar (including dwarf species);
 - xiii. Oleander (dwarf species only); and
 - xiv. Pampas grass (including dwarf species).
- d. An Owner shall use multi-trunked trees whenever possible in lieu of standard, or single-trunked trees.
- e. If no lawn is to be planted, additional plant density of low growing shrubbery must be used.
- f. No palm trees shall be planted on any Lot other than “bush palms” which have a mature height of less than six (6) feet. No pine trees are permitted to be planted.

Lighting

1. The Developer’s primary goal for lighting is to preserve the ambiance of the nighttime desert sky. Hence, exterior lighting shall be minimal and of a low intensity. It is the objective of the lighting guidelines that each resident may enjoy his or her view of the surrounding scenery including the lights of the city and evening sky at night.
2. All lighting must meet or exceed the dark-sky friendly lighting systems contained in the Spanish Valley Outdoor Lighting and Sign Illumination Requirements.
3. The primary function of general lighting (separate from landscape lighting) is to provide light for normal use of premises and for public health and safety. General lighting shall be installed only in the areas that are primarily required for use on an everyday basis and for the normal function of a Home. Examples of this type of lighting include porch, patio, porte-cochere, and service area. General lighting shall not be in abundance. Light sources shall be localized, carefully placed, and directed such that it will neither flood

any adjacent lots or common area, nor will the source be visible from neighboring properties. As much as possible the lighting fixtures shall be recessed or physically integrated into the part of the structure it is on.

4. All outdoor lighting shall be subject to approval by the Committee.
5. To ensure minimum light pollution, reduce glare, and minimize light trespass onto neighboring properties - exterior lighting is to be directed downward and recessed or shielded so that:
 - a. the opening for the light is directed down and fixed in that position, not sideways; and
 - b. the lighting source is hidden from view from off the property by the fixture design or by building structures such as fascia on an eave, walls, pillars, etc.; or
 - c. the lighting fixture includes a device or feature such as vanes, louvers, fins, etc., that directs the light downward and further shields the light source.
6. Colored lighting shall not be permitted.
7. No lighting shall be permitted outside of the building envelope except for the driveway, the entry walk, driveway post and limited landscape lights.
8. No outdoor lighting shall be permitted except for lighting that is designed to limit the field and glare of light to the confines of the Lot on which it is installed. Only indirect, low-level lighting is permitted, and any coach type light fixture can only have bulbs of 25 watts and preferably soft yellow in color. No lighting which causes glare, discomfort, or disrupts the visual environment of, or impairs the view from, neighboring residences and yards, is permitted.
9. Low voltage lighting is encouraged, and low wattage bulbs are required for any other type of outdoor lighting. "Low wattage" shall be defined as needed by the Committee, considering the location, elevation, surrounding residences, and environment of each Lot. No exposed bulb shall be allowed to cause undue glare, which shall be determined at the discretion of the Committee.
10. It is recommended that security lighting be activated by motion sensors, on for no more than 15 minutes, and located where such lighting does not come on frequently due to regular outdoor traffic or activity.

Mechanical Equipment, Utility Lines, and External Apparatus

1. No satellite dish or antenna exposed to view from the street or streets abutting the Lot will be allowed if any acceptable quality signal can be obtained on another portion of the Lot.

2. Air conditioning, heating equipment, pool, and other equipment should be placed appropriately so as not to be seen or heard by neighbors as much as possible. Air conditioning units are not permitted on roofs or through windows.
3. All utility lines, conduits, pipes, and similar transmission facilities shall be underground. Except as required by Governmental Requirements, utility meters and similar facilities shall be placed in as inconspicuous a location as possible and, to the extent reasonably possible, out of sight of the public. Locations of meters are to be shown on the plans, and to the extent possible meters must be screened from view from neighboring property. Exposed piping should be painted to match exterior colors of the Home. The area immediately around the meters should be cleared to allow for access. Electric meters, switches, or circuit breaker boxes are not to be in the same enclosure with the gas meter and regulator. Enclosures for gas meters and regulations are to be vented in compliance with the Uniform Building Code.
4. No Lot Owner shall cause or permit anything (including, without limitation, awnings, canopies, or shutters) to hang, be displayed or otherwise affixed to or placed on the exterior walls or roof or any part thereof, or on the outside of windows or doors, without the prior written consent of the Committee. No white or light-colored blinds or window coverings that contrast with the exterior color of the Home shall be permitted.

Construction, Excavation and Materials on Site

The following construction regulations shall be enforced during the construction period. These regulations shall be made a part of the construction contract documents specifications for each Improvement on a Lot, and all builders, Owners and other persons working on the Improvement shall be bound by these regulations. Any violation by a builder shall also be deemed to be a violation by the Owner of the Lot.

1. Prior to commencing construction or undertaking excavation on any Lot, the contractor must meet with one of the Committee members to review construction procedures and coordinate his proposed activities.
2. The Committee shall not be responsible to enforce government requirements. The Owner and builder shall comply with all government requirements.
3. Owners and builders shall clean up all trash and debris on the construction site at the end of each day. Lightweight material, packaging, and other items shall be covered or weighted down to prevent wind from blowing such materials off the Lot. Owners and builders are prohibited from dumping, burying, or burning trash anywhere on the Lot or in the Balanced Rock Resort community, except in areas, if any, expressly designated by the Committee. Both prior to and during the construction period, each site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore or affecting other Lots and any Common Areas. Any clean-up cost incurred by the Committee or the Association in enforcing these requirements will be billed to the

Owner. Dirt, mud, or debris resulting from activity on each site shall be promptly removed from public or private roads, Common Areas and driveways or other portions of Balanced Rock Resort.

4. Each Owner and builder shall be responsible for providing adequate sanitary facilities for construction workers. Portable toilets or similar temporary toilet facilities shall be located only on the Lot.
5. Damage and scarring to adjacent property is prohibited.
6. Cleaning by concrete suppliers and contractors of their equipment shall be done on-site and not on any adjacent property to that being improved, unless a communal concrete washout area is approved by the Committee, and any waste materials including concrete tailings shall be removed by the builder upon completion of improvements.
7. The following practices are expressly prohibited:
 - a. Changing oil of any vehicle or equipment on the Lot.
 - b. Removing any rocks, plant material, topsoil, or similar items from any property of others.
 - c. Discharging any type of firearms on the property.
 - d. Use of alcohol and illegal drugs.
8. The builder shall be responsible for controlling dust and noise from the construction site.
9. No constructions activities are allowed before 6:00 a.m. nor after 7:00 p.m. except builders may request a variance for necessary concrete pours.
10. During the workday, unnecessary noise on construction sites, such as the operation of radios, stereos, boom boxes, or similar electronic device at a loud volume, is prohibited.
11. The street may not be used as a work site.
12. Prior to the start of construction, a dumpster shall be placed on the building Lot for all refuse accumulated from the construction project. Dumpsters must not be placed on the street, except where there is no practical location to place a dumpster on the Lot.
13. The builder may, with written approval from an adjoining property Owner, place a dumpster or stage equipment on that adjoining property.
14. During the period of construction of any dwelling, no materials may be stored on any roadway or in any easement areas. No material which represents a safety hazard to the public may be stored on a Lot.
15. During construction, the Owner or contractor shall take all necessary actions to ensure that the streets are kept clean of debris, mud, dirt, and rock.

Parking - Auto, RV, Trailer

1. Overview

The following provisions are established to accomplish the following:

- Ensure an appropriate level of vehicle parking and storage.
- Provide appropriate site design standards to mitigate the impacts of parking lots on adjacent land users and zoning districts.
- Provide specifications for vehicular site access.
- Parking on the streets within Balanced Rock Resort will be discouraged.
- Parking on streets in neighborhoods outside of Balanced Rock Resort will be strongly discouraged.

2. Definitions

“Garage” parking spaces will be within an enclosed space, attached or detached from the residence, with a garage door wide and high enough to accommodate the parking spaces. Garages will have a concrete floor.

“Surface” parking spaces are those not in a garage. They may be on driveways of residences or in parking lots. If on driveways, they may be within the front and side setbacks for the lot as shown in the setback table above. Driveways will be concrete or pavers. Concrete can be natural colored or may be stained with a color that is complementary to the community and surrounding environment, with the approval of the Committee. The Committee may also consider and approved a stamped concrete finish.

“Off-street” parking spaces are those spaces that are on a residential lot, the clubhouse parking lot, or community overflow parking lots.

“Clubhouse” parking will be near the clubhouse/pool area. It will be finished in asphalt and striped.

“Overflow” parking lots are placed in various places throughout the community to reduce the need for street parking. They may be paved and striped or topped with a pervious surface to encourage water absorption.

3. Parking Design

Off-Street Parking Space Design

The design of all off-street parking facilities shall conform to the following:

- The width of a parking space shall be measured from the center of a stripe (if there is striping).

- Each space shall have a vertical clearance of at least seven feet.
- The vehicle parking space dimensions are defined by the following table:

Minimum Parking Space Dimensions

TYPE		ANGLE (degrees)	CURB LENGTH (feet)	STALL WIDTH (feet)	STALL DEPTH (feet)	TRAVEL LANE WIDTH ONE-WAY (feet)	TRAVEL LANE WIDTH TWO-WAY (feet)
RESIDENTIAL	Garage	0	20	7	-	-	-
	Surface	0	-	10	20	-	-
CLUBHOUSE*	Surface	0	10	7	-	12	20
		45	12	8.5	17	12	20
		60	10	8.5	18	18	20
		90	9	8.5	18	22	22
OVERFLOW	Surface Vehicle	90	-	8.5	18	22	22
	Surface Truck/Trailer	90	-	15	40	22	22

*ADA parking spaces will be per state law.

Wheel Stops: Wheel stops, or bumper stops, will be installed when parking is adjacent to a pedestrian pathway to limit vehicle overhang the reduces the sidewalk width. Such stops shall be properly anchored or secured.

Edge of Parking:

- Clubhouse and Overflow Parking Lots: All parking lots shall be located a minimum of 3 feet from any adjacent property line or right-of-way.
- Residences: Parking areas will conform with the following:
 - Garages must adhere to the setbacks for each lot type.
 - Surface (driveway) parking may abut property lines.

Slopes: All parking and driveway or sidewalk access shall meet the requirements of the Utah Accessibility Code and will be designed in a way to minimize water runoff onto adjacent lots.

Landscape Screening: All parking areas shall meet the landscape requirements detailed in the applicable Development Ordinance, except the Overflow Parking lot to the east of the Lodge is exempted for landscape requirements to maximize space for oversized vehicles and vehicles with trailers (Note: it is expected that some trees will be planted on the boundaries of the Overflow Parking lot to the east of the Lodge to help screen it from view.)

Sidewalk Pavement or Paved Paths: Sidewalk/path pavement elevation, width, design, scoring, material, and design shall extend continuously over the driveway pavement with the intent of prioritizing the sidewalk/path over the driveway. If the driveway and sidewalk/path are of the same material, the sidewalk path shall be scored or designated linearly over the driveway.

Location:

- Driveways accessing rear or side yard garages within the side or rear yard setback may be permitted by the Committee.
- Driveways shall not be closer than 25 feet from the intersection of two streets (corner).

Shared Driveways: Shared driveways are not allowed. However, driveways for residential units may abut one another at the property line, or at the dividing line between the units of a duplex.

4. Quantity of Parking Spaces**a. Residential:**

- Off-street parking spaces shall be provided in conformance with the following table:

Residential: Minimum Required Off-Street Vehicular Parking Spaces

TYPE	GARAGE	SURFACE (driveway)	TOTAL SPACES PER RESIDENCE	QTY OF RESIDENCE TYPE	TOTAL SPACES IN COMMUNITY
Single-Family "5k Lots"	2	2	4	41	164
Single-Family "10k+ Lots"	2	2	4	53	212
Duplex/Twin Home*	2	2	4	82	328
Townhome*	2	2	4	34	136
Duplex/Twin Home* (affordable)	2	2	4	16	64
Fourplex* (affordable)	1	1	2	4	8
				230	912

* Parking spaces are specified for each dwelling unit (for example, a duplex has 2 units)

ii. Residential RV/Trailer Parking (at home):

- Each driveway will have a minimum length of 20' and will allow for many trailers to be decoupled from the tow vehicle and parked on the primary driveway.
- Additionally, the side setbacks (8' and 12') for each lot type (except the fourplex) allows a homeowner to install a parking pad along the side property line, if it adheres to the following:
 - The design is approved by the Committee.
 - The parking area is screened from street view, if possible.
 - It is surfaced with concrete or cobblestone.
 - It is sited between the garage and the side property line.
 - It is sited on the 12' setback side of the Lot.
 - It does not include an "RV Dump" connection.

- Residential RV/Trailer Parking (not at home):** There will be an overflow parking lot provided for storage of RVs, trailers, and vehicles to the east of the Lodge. See below for more information.

- b. **Overflow Parking Spaces:** The use of overflow parking areas will be encouraged. See SMP for parking analysis and details.

5. Residential Driveway Design

Each driveway providing site access from a street, alley, or other vehicular right-of-way shall be designed, constructed, and permanently maintained as follows.

Quantity of Driveways: The number of driveways permitted for each residential type or lot is:

- Single-Family (“5k lots”): 1 driveway
- Single-Family (larger lots): 1 driveway*
- Duplex/Twin Home: 1 driveway (per unit)
- Townhome: 1 driveway
- Fourplex: 1 driveway (per unit)

* A 2nd driveway may be approved by the Committee.

Dimensions and Design:

Driveways shall be:

- For homes with a 2-car garage:
 - A minimum width of 20 feet.
 - A maximum width up to 22 feet, but not more than two feet wider than the garage door when the garage door is located on the front façade of the structure.
- For homes with a 1-car garage:
 - A minimum width of 10 feet.
 - A maximum width up to 12 feet, but not more than two feet wider than the garage door when the garage door is located on the front façade of the structure.
- The maximum widths stated above may extend to the road.

Bicycle Parking Requirements

Dimensions:

- Required bicycle parking spaces shall have minimum dimensions of two feet in width and six feet in lengths.
- An aisle of a minimum of five feet wide shall be provided behind bicycle parking facilities to allow for maneuvering.
- A minimum of two feet shall be provided by each parked bicycle to allow access. This access may be shared by adjacent bicycles.
- Racks shall be installed a minimum of two feet from any wall or other obstruction.

Location:

- Bicycle parking should be located within 50 feet of the entrance of the use.
- Bicycle parking facilities will be separated from vehicular parking areas to protect parked bicycles from damage. The separation may be accomplished through grade separation, distance, or physical barrier, such as curbs, wheel stops, poles of similar features.

Racks and Structures: Racks and structures shall be provided for each unprotected parking space and shall be designed to accommodate both chain and U-shaped locking devices.

Surface: The parking surface shall be designed and maintained to be mud and dust free. The use of rock or gravel areas for bicycle parking is permitted provided that edging materials are in place, so that the bicycle parking area is clearly demarcated and the rock material is contained.

Quantity: The following minimum number of bicycle parking racks and structures will be provided:

- Residential (Single-Family, Duplex/Twin Homes, Townhome, Fourplex): 0 spaces.
- Clubhouse/Pool: 8 spaces

Lodge



As noted in the SMP, the Lodge will be designed later by a group that specializes in this type of product. While the architectural and landscape designs cannot be defined at this time, it will adhere to the Desert Modern theme of the greater community and will be landscaped with drought tolerant plantings appropriate for the environment. The design will go before the County for approval.

Definitions

Accessory Dwelling Unit (ADU): An ADU is a smaller, independent residential dwelling unit located on the same lot as a stand-alone residence. ADUs can be converted portions of existing homes (internal accessory dwelling unit), additions to new or existing homes, or new stand-alone accessory structures (detached accessory dwelling unit).

Architectural Review Committee (“Committee”): The architectural review committee is the entity allowed to make decisions as to whether a proposed structure meets the architectural and landscape guidelines set forth herein, and with the CC&Rs that will further refine the specific requirements. The architectural committee will be organized by the board of the Homeowners Association (HOA), or by the developer if the HOA has not been established.

Basement: A story partly underground. A basement shall be counted as a story for the purposes of height measurement if its height is one-half (1/2) or more above grade.

Covenants, Conditions and Restrictions (CC&Rs): CC&Rs will be created a set of rules by which the community will be run. The goal of the CC&Rs will be to protect, preserve, and enhance property values in the community. The CC&Rs will include restrictions and requirements for property maintenance, home decorations, pets, parking, garbage/unsightly items, and management and maintenance of the common areas.

Dwelling Unit: A room or group of rooms connected together that include facilities for living, sleeping, cooking, and eating that are arranged, designed, or intended to be used as living quarters for one family, whether owner occupied, rented, or leased.

Desert Modern: An architecture style drawing inspiration from modern, vernacular, bohemian and desert buildings and landscapes. Desert Modernism is characterized by features and elements that are suitable to the desert climate and lifestyle, including materials that showcase views of the natural landscape and open up to outdoor living spaces, and materials that hold up well in the harsh heat and insulate the interiors. Cornerstones of the style in this region include neutral colors, natural materials such as stone, and locally-sourced building materials.

Developer: The Developer is the group, or person assigned by the group, that is managing the development of the Balanced Rock Resort community.

Homeowners Association (“Association” or “HOA”): An HOA will be established to manage the property, ensure compliance with the CC&Rs, and collect fees/dues and assessments from each residential lot owner. The HOA will also be able to levy fines for violations to the CC&Rs.

Grade: The average level of the finished surface of the ground story adjacent to the exterior walls of a building.

Impervious Surface: Also referred to as impervious material. Any hard surface, man-made area that does not absorb water, including building roofs, sidewalks, parking, driveways, and other paved surfaces.

Landscape Area: Area on a lot not dedicated to a structure, parking or loading facility, frontage buffer, side and rear buffer, or interior parking lot landscaping.

Lot: Also referred to as parcel. A plot of land intended to be separately owned, developed, or otherwise used as a unit.

Lot, Corner: A parcel of land abutting at least two vehicular rights-of-way, excluding an alley, at their intersection.

Lot, Interior: A parcel of land abutting a vehicular Right-of-Way, excluding an Alley, along one (1) Property Line; surrounded by Lots along the remaining Property Lines.

Lot Area: The computed area contained within the property lines; it is typically denoted in square feet or acres.

Lot Depth: The smallest horizontal distance between the Front and Rear Property Lines measured approximately parallel to the Corner and/or Side Property Line.

Lot Frontage: The horizontal distance between the Side Property Lines, measured at the Front Property Lines.

Lot, Through: Also referred to as a double frontage lot. An interior lot having frontage on two approximately parallel vehicular rights-of-way, excluding an alley.

Minimum Overall Height: The minimum overall height for the building.

Maximum Overall Height: The maximum overall height for the building, as measured from the lowest elevation of the front property line to the highest point (including chimneys, vents, etc.) of the building.

Open Space Type: The permitted and regulated types of open spaces these guidelines.

Pervious Surface: A material or surface that allows for the absorption of water into the ground or plant material, such as permeable pavers or crushed gravel.

Property Line: Also referred to as lot line. A boundary line of a parcel of land or lot.

Property Line, Corner: A boundary of a lot that is approximately perpendicular to the front property line and is directly adjacent to a public right-of-way, other than an alley.

Property Line, Front: The boundary abutting a right-of-way, other than an Alley, from which the required setback or build-to zone is measured, with the following exceptions:

- Corner and Through Lots that abut a Primary Street shall have the front property line on that Primary Street.
- Corner and Through Lots that abut two Primary Streets or do not abut a Primary Street shall utilize the orientation of the two directly adjacent lots, or shall have the front property line determined by the developer or designee.

Property Line, Rear: The boundary of a lot that is approximately parallel to the front property line; this line separates lots from one another or separates a lot from an alley.

Property Line, Side: The boundary of a lot that is approximately perpendicular to the front and rear property lines; it is not adjacent to a public right-of-way.

Right-of-Way: Land dedicated or utilized for a street, trail, pedestrian way, utility, or other similar purpose.

Roof Type: The detail at the top of a building that finishes a façade, including a pitch roof with various permitted slopes and a parapet.

Setback: The horizontal distance from a property line inward, beyond which a structure may be placed. Structures or other impervious surfaces are not permitted within a setback, unless specifically permitted in these guidelines.

Setback, Corner: The minimum required setback along a side property line that is next to a street right-of-way.

Setback, Front Yard: The minimum required setback along a rear property line.

Setback, Rear Yard: The minimum required setback along a front property line.

Setback, Side Yard: The minimum required setback along a side property line.

Sign: An object, device, or structure used to advertise, identify, display, direct, or attract attention to an object, person, institution, organization, business, product, service, event, or location by such means as words, letters, figures, images, designs, symbols, or colors. Flags or emblems of any nation, state, city, or organization; works of art which in no way identify a product; and athletic field score boards are not considered signs.

Story: A habitable level within a building measured from finished floor to finished floor.

Story, Ground: Also referred to as ground floor. The first floor of a building that is level to or elevated above the finished grade on the front and corner facades, excluding basements or cellars.

Story, Half: A story either in the base of the building, partially below grade and partially above grade, or a story fully within the roof structure with transparency facing the street.

Story, Upper: Also referred to as upper floor. The floors located above the ground story of a building.

Street Frontage: Also refer to lot frontage. The portion of a building or lot directly adjacent to a vehicular right-of-way.

Structure, Accessory: The general term for a subordinate structure detached from but located on the same Lot as the Principal Structure; it may or may not be inhabitable.

Structure, Principal: Also referred to as the principal building. A building that contains the dominant Use of the Lot. It is typically located toward the front of the Lot in the front Build-to Zone or behind the Front Yard Setback.

Tree Canopy: The uppermost area of spreading branches and leaves of a tree.

Tree Canopy Coverage: The area of ground covered or shaded by a tree's canopy, measured in square feet.

Use: Also referred to as land use. A purpose or activity that may occur within a building or a lot.

Use, Accessory: A use customarily, incidental, and subordinate to the principal use or structure and located on the same lot with such principal use or structure.

Use, Principal: The specific, primary purpose for which a lot or building is utilized.

Visible Basement: A half story partially below grade and partially exposed above with required transparency on the street facade.

Yard: The space on a lot which is unoccupied and unobstructed from the ground to the sky by the principal structure. Lots without a structure do not have yard designations.

Yard, Corner Side: A yard extending from the corner side building facade along a corner side property line between the front yard and rear property line.

Yard, Front: A yard extending from the front facade of the principal structure along the full length of the front property line, between the side property lines or side and corner side property lines.

Yard, Rear: A yard extending from the rear building facade along the rear property line between the side yards or, on a corner lot, the corner side and side yards.

Yard, Side: A yard extending from the side building facade along a side property line between the front yard and rear property line.