



BOARD OF COMMISSIONERS MEETING
117 South Main Street, Monticello, Utah 84535. Commission Chambers
May 21, 2024 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

1. Maccoy Bellison Student from Montezuma Creek Elementary will be doing the Pledge of Allegiance

CONFLICT OF INTEREST DISCLOSURE

PUBLIC COMMENT

*Public comments will be accepted through Zoom Meeting <https://us02web.zoom.us/j/87155847636>
Meeting ID: 871 5584 7636 One tap mobile +12532158782,,87155847636# US (Tacoma)*

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.

2. Approval of the January 2, 2024 Commission Meeting Minutes
3. Approval of the April 16, 2024 Commission Meeting Minutes
4. Approval of the April 16, 2024 Commission Work Meeting Minutes
5. Approval of the April 12 through May 15, 2024 Check Registers

- [6.](#) Approval of \$27,965.31 in Purchases: \$1,052.17 to Service the Landfill Gate, \$1,750.00 for Inmate Bunks at San Juan County Jail, \$22,013.14 to Complete the Fire Engine Motor Replacement for the Road Department, \$3,150.00 for Yearly Electronic Technician Software Subscription for the Road Department
- [7.](#) Approval of the Annual 2024 Contract between Zions Way and San Juan County for Caregiver In Home Care Services
- [8.](#) Approval of the Annual 2024 Contract Between Zions Way and San Juan County for Alternatives In Home Care Service
- [9.](#) Approval of the Annual 2024 Contract Between Comfort At Home Care and San Juan County for Alternatives In Home Care Service
- [10.](#) Approval of the 2024 Contract Between Comfort At Home Care and San Juan County for Caregiver In Home Care Services
- [11.](#) Approval of the Annual 2024 Contract Between Rocky Mountain Home Health and San Juan County for Alternatives In Home Care Services
- [12.](#) Approval of the Annual 2024 Contract Between Rocky Mountain Home Care and San Juan County for Caregiver In Home Care Services
- [13.](#) Approval of the Annual 2024 Contract Between Rocky Mountain Personal Care and San Juan County for Case Management and Home Health Care Services
- [14.](#) Approval of the Annual 2024 Contract Between Edward Tapaha and San Juan County for Translation Services for the In Home Programs.
- [15.](#) Approval of the Annual 2024 Bingocize Contract for Preventative Health Services
- [16.](#) Approval of the Annual 2024 Contract Between Shelia Knight RN and San Juan County for Medicaid Aging Waiver Services
- [17.](#) Approval of the 2024 San Juan County Second Year of the Four Year Plan for Aging Services
- [18.](#) Approval of the Annual 2024 Agreement with Utah Legal Services Inc. and San Juan County to Provide Legal Assistance to the Elderly Population of San Juan County
- [19.](#) Approval of San Juan County Immunizations 2019 Contract Between the State of Utah Department of Health and Human Services and San Juan County Amendment #5
- [20.](#) Approval of the San Juan County COVID-19 Health Disparities and Advancing Health Equity Contract Between the State of Utah Department of Health and Human Services and San Juan County Amendment #2
- [21.](#) Approval of San Juan County Tobacco Contract Fiscal Year 2021-2025 Contract Between the State of Utah Health and Human Services and San Juan County Amendment #7
- [22.](#) Approval of San Juan County Public Health Infrastructure 2023 Contract Between the State of Utah Health and Human Services and San Juan County Amendment #2

- [23.](#) Approval of the Amendment #1 with TecServ, Inc. for IT Consultation and Project Services.

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

BUSINESS/ACTION

- [24.](#) CONSIDERATION AND APPROVAL OF AN ORDINANCE ESTABLISHING THE SAN JUAN COUNTY ADDRESSING POLICY AND ADDRESSING STANDARDS FOR THE COUNTY. Devlin McCarthy, Deputy Surveyor
- [25.](#) Consideration and Approval of the Proposal for Road Name Changes. TJ Adair, Roads Superintendent
- [26.](#) Consideration and Approval of the Purchase of a Blade. TJ Adair, Roads Superintendent
- [27.](#) Consideration and Approval of the Amendment to the Intergovernmental Agreement Between the Navajo Nation and San Juan County for Bus Route Maintenance. TJ Adair, Roads Superintendent
- [28.](#) Consideration and Approval for the Amendment No. 3 for Inmate Telephone Service Agreement between Inmate Calling Solution, LLC and San Juan County. Lt. John Young
- [29.](#) Consideration and Approval of the 2024 County Fire Warden Agreement Between the Utah Division of Forestry, Fire and State Lands and San Juan County. David Gallegos, Fire Chief
- [30.](#) Consideration and Approval to Move Grant Funding for Mud Springs to the BLM. Elaine Gizler, San Juan County Economic Development and Visitor Services Director
- [31.](#) CONSIDERATION AND APPROVAL OF A RESOLUTION PROCLAIMING MAY AS MENTAL HEALTH AWARENESS MONTH. Crystal Brake, Human Resources Director
- [32.](#) Consideration and Approval for the Warranty Deed for Boundary Line Adjustment for San Juan County Owned Property to the San Juan Health Service District within the SW 1/4 of Section 25, Township 33 South, Range 23 East, SLB&M. Commissioner Bruce Adams
- [33.](#) Consideration and Approval for the Proposed Court Security Contract between State of Utah, Administrative Office of Courts and San Juan County Sheriff. Mack McDonald, Chief Administrative Officer
- [34.](#) Consideration and Approval for the Website Renewal Agreement for San Juan County with Civic Plus. Mack McDonald, Chief Administrative Officer
- [35.](#) Consideration and Approval of a Notice of Award and Intent to Negotiate a Contract for San Juan County Construction Services for American Rescue Plan Act Funds Projects to Tri-Hurst Construction. Mack McDonald, Chief Administrative Officer
- [36.](#) Consideration and Approval of the Contract with the State of Utah Aeronautical Operations Division and San Juan County Providing Match Funding for the Cal Black All Weather Operating System and Beacon Project. Mack McDonald, Chief Operating Officer

37. Consideration and Approval for the Contracted Services Contract to act as the Construction Management/General Contractor Services (CM/GC) for the Pack Creek Emergency Watershed Protection Projects Between San Juan County and Redoubt Restoration, Inc. Mack McDonald, Chief Administrative Officer
38. CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING AN ANNUALLY RENEWABLE LEASE AGREEMENT; AUTHORIZING THE ISSUANCE AND SALE BY THE LOCAL BUILDING AUTHORITY OF SAN JUAN COUNTY, UTAH OF ITS \$21,366,000 LEASE REVENUE BONDS, SERIES 2024 TO FINANCE THE ACQUISITION AND CONSTRUCTION OF A PUBLIC SAFETY BUILDING REMODEL AND EXPANSION; AND RELATED MATTERS. Mack McDonald, Chief Administrative Officer

LOCAL BUILDING AUTHORITY

Public Hearing

39. PUBLIC HEARING REGARDING PROPOSED LEASE REVENUE BONDS, SERIES 2024 IN THE MAXIMUM PRINCIPAL AMOUNT OF \$24,000,000 FOR A PUBLIC SAFETY BUILDING REMODEL AND EXPANSION AND RELATED IMPROVEMENTS
40. CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF \$21,366,000 LEASE REVENUE BONDS, SERIES 2024 TO FINANCE A PUBLIC SAFETY BUILDING REMODEL AND EXPANSION AND RELATED MATTERS. Mack McDonald, Chief Administrative Officer

COMMISSION REPORTS

ADJOURNMENT

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

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



BOARD OF COMMISSIONERS MEETING
117 South Main Street, Monticello, Utah 84535. Commission Chambers
January 02, 2024 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: <https://www.utah.gov/pmn/files/1074713.mp3>

Video:

[/www.youtube.com/watch?v=YSybedXdatg&list=PLFB2nKz9l9zkK8nc_IzSotAE1qoaTfGL4&index=2](https://www.youtube.com/watch?v=YSybedXdatg&list=PLFB2nKz9l9zkK8nc_IzSotAE1qoaTfGL4&index=2)

CALL TO ORDER

Time Stamp 0:00:03 (audio & video)

Commission Chair Bruce Adams called the meeting to order at 11:01 a.m.

ROLL CALL

Time Stamp 0:00:28 (audio & video)

PRESENT

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

STAFF

Mack McDonald, County Administrative Officer (CAO)
Lyman W. Duncan, County Clerk/Auditor
Elaine Gizler, Economic Development and Visitor Services Director

INVOCATION

Time Stamp 0:01:00 (audio & video)

Invocation offered by Commission Vice Chair Silvia Stubbs

PLEDGE OF ALLEGIANCE

Time Stamp 0:03:18 (audio & video)

Commission Chair Adams led the Pledge of Allegiance

CONFLICT OF INTEREST DISCLOSURE

Time Stamp 0:03:43 (audio & video)

Commission Chair Adams asked the Commissioners if there were any Conflicts Of Interest in relation to the Agenda, all three affirmed there were not any conflicts.

PUBLIC COMMENT

Public comments will be accepted through the following Zoom Meeting

Link: <https://us02web.zoom.us/j/3125521102> Meeting ID: 312 552 1102 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 0:04:03 (audio & video)

Mack opened the Public Comment portion of the Commission, and none was offered.

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

1. Presentation Regarding the Housing Assessment. Elaine Gizler, Economic Development & Visitor Services Director

Time Stamp 0:04:30 (audio & video)

Elaine Gizler, Economic Development & Visitor Services Director, spoke about the County-wide Housing Assessment contract with Points Consulting. The state awarded a grant to the county for partial funding of the housing assessment cost. The public meetings will be held In La Sal, Blanding, Bluff, Mexican Water, Monument Valley, and Oljato. The public is invited to attend the public meetings and give their input regarding housing issues.

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

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Time Stamp 0:09:58 (audio & video)

Mack presented the Consent Agenda for the Commission to review and approve.

Motion made by Commissioner Stubbs, seconded by Commissioner Harvey.

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

2. Ratification of the Letter of Support for the Research Grant by Electroflow Technologies and partner, Mandrake Lithium USA for a Grant Request to the Utah Lithium in Lisbon Valley Utah
3. Approval of the December 14, 2023 to December 22, 2023 Check Registers
4. Approval of the December Small Purchase of \$1,394.03 for Display Module for the Road Department
5. Approval of the State of Utah Department of Government Operations Lease Amendment #7 for the Adult Probation and Patrol Office with San Juan County
6. Approval of the Travel Reimbursement Form for Calendar Year 2024
7. Consideration and Approval for Alcohol License Renewal - Aramark Sports 7 Entertainment - Halls Crossing Store & Halls Crossing Marina

BUSINESS/ACTION

8. CONSIDERATION AND APPROVAL OF A RESOLUTION SETTING THE TERM AND ROTATION OF THE CHAIR AND VICE CHAIR OF THE BOARD OF SAN JUAN COUNTY COMMISSION FOR THE YEAR 2024. Mack McDonald, Chief Administrative Officer

Time Stamp 0:16:12 (audio & video)

Mack presented the term and rotation of the Chair and Vice Chair for the County commission to review, select roles, and approve. Commissioner Harvey was nominated to be Chair.

Motion made by Commissioner Stubbs, seconded by Commissioner Adams.

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

Commissioner Stubbs was nominated for Vice Chair.

Motion made by Commissioner Adams, seconded by Commissioner Harvey.

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

9. Consideration and Approval of the County Board Discussion and Assignments for Calendar Year 2024

Time Stamp 0:22:20 (audio & video)

Mack presented the Board Assignments for the Commission to discuss, accept, and approve.

Each Commissioner requested to retain their current 2023 Board Assignments for calendar year 2024.

Motion made by Commissioner Adams, seconded by Commission Vice Chair Stubbs.

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

10. Consideration and Approval of the Economic Recovery Corps Memorandum of Understanding with San Juan County for participation in the Fellowship Program. Elaine Gizler, Economic Development and Visitor Services Director

Time Stamp 0:24:45 (audio & video)

Elaine Gizler, Economic Development and Visitor Services Director, presented the Memorandum of Understanding for participation in the Fellowship Program. An individual from Florida has accepted the Fellowship position and will be moving to the county fairly soon. San Juan County was selected from thousands of applications to receive the individual for work within the housing assessment survey.

Motion made by Commissioner Adams, seconded by Commission Vice Chair Stubbs.

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

11. Consideration and Approval for the Utah.com 2023-2024 Contract. Elaine Gizler, Economic Development and Visitor Services Director

Time Stamp 0:31:42 (audio & video)

Elaine Gizler, Economic Development and Visitor Services Director, presented the Contract with Utah.com for the Commission to review and approve. The contract is for \$10,000, and will focus on Canyonlands National Park and Monument Valley

Motion made by Commissioner Stubbs, seconded by Commissioner Adams.

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

12. Consideration and Approval of a contract for Economic Development and Visitor Services Director with AirDNA.

Time Stamp 0:34:17 (audio & video)

Elaine Gizler, Economic Development and Visitor Services Director, presented the contract with AirDNA for the Commission to review and approve. AirDNA tracks overnight accommodations occupancy rates, origin of visitors, and the amount of daily rate. The information can be used to encourage branded lodging companies to consider building hotels within the county.

Motion made by Commissioner Adams, seconded by Commission Vice Chair Stubbs.

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

13. Consideration and Approval of the Visit USA Parks Contract. Elaine Gizler, Economic Development and Visitor Services Director

Time Stamp 0:37:28 (audio & video)

Elaine Gizler, Economic Development and Visitor Services Director, presented the contract with Visit USA Parks for the Commission to review and approve. The custom ad is created to target German and Netherland visitors. The ads will run in Facebook and similar printed materials.

Motion made by Commissioner Stubbs, seconded by Commissioner Adams.

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

14. Consideration and Approval of the 2024 Relic Marketing Contract. Elaine Gizler, Economic Development & Visitor Services

Time Stamp 0:41:43 (audio & video)

Elaine Gizler, Economic Development and Visitor Services Director, presented the 2024 Relic Marketing contract for the Commission to review and approve. This is the final contract year for 2024, and the amount is for 259,000. The next contract is going out for bid within the upcoming year.

Motion made by Commissioner Stubbs, seconded by Commissioner Adams.

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

15. CONSIDERATION AND APPROVAL OF A RESOLUTION OF THE GOVERNING BODY OF SAN JUAN COUNTY AUTHORIZING THE EXECUTION AND DELIVERY OF AN MUNICIPAL LEASE-PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS PROVIDED HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION. Mack McDonald, Chief Administrative Officer

Time Stamp 0:47:05 (audio & video)

Mack presented the resolution for the Commission to review and approve. The contract covers an additional \$500,000 in vehicle value.

Motion made by Commissioner Stubbs, seconded by Commissioner Adams.

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

16. Consideration and Approval of Spanish Valley Overnight Accommodations Overlay Application, El Rancho Development. Kristen Bushnell, Planning and Zoning Administrator

Time Stamp 0:51:19 (audio & video)

Kristen Bushnell, Planning and Zoning Administrator, presented the Overnight Accommodations Overlay Application for the El Rancho Development for the Commission to review and approve. The overlay is for 2.5 acres. The Planning Commission approved the application December 14, 2023.

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

17. Consideration and Approval of Spanish Valley Overnight Accommodations Overlay Application, Valley Estates Development. Kristen Bushnell, Planning and Zoning Administrator

Time Stamp 0:56:35 (audio & video)

Kristen Bushnell, Planning and Zoning Administrator, presented the Valley Estates Development Overnight Accommodations Overlay Application for the Commission to review and approve. The lot is 4.5 acres. The Planning Commission approved the application on December 14, 2023.

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

18. Consideration and Approval of the Final Subdivision Plat for San Juan Estates, Lot 2 Amended for M3W, LLC, Taylor Manning. Mack McDonald, Chief Administrative Officer

Time Stamp 1:04:40 (audio & video)

Mack presented the Final Subdivision Plat for San Juan Estates, Lot 2. The Plat had been tabled in a previous Commission Meeting. The surveyors confirmed the boundaries for the Planning Commission.

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

PUBLIC HEARING

19. First Community Development Block Grant (CDBG) Public Hearing. Mack McDonald, Chief Administrative Officer

Time Stamp 1:06:39 (audio & video)

To enter into the Public hearing:

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

Mack presented the First Community Development Block Grant program. The public was invited to offer ideas, suggestions, and projects for the county to pursue. The county is part of the Southeast Utah Association of Governments (SEAUG) who will ultimately approve and disburse the grant funds. No public comment was offered online, Doug Allen, resident of Monticello asked how the allocations were determined.

Motion to Exit the Public Hearing:

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

COMMISSION REPORTS

Time Stamp 1:16:07 (audio & video)

Commissioner Adams will be attending the CIB meetings and then the upcoming legislative session.

Commission Harvey will be attending meetings with the Navajo Department of Justice and the Navajo Nation Police Department.

Commissioner Stubbs had left the Chambers to attend another meeting.

ADJOURNMENT

Time was 12:19 p.m.

Time Stamp 1:18:46 (audio & video)

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: _____



BOARD OF COMMISSIONERS MEETING

117 South Main Street, Monticello, Utah 84535. Commission Chambers
April 16, 2024 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: <https://www.utah.gov/pmn/files/1110877.MP3>

Video:

CALL TO ORDER

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

Commission Chair Jaime Harvey called the meeting to order at 11:04 am.

ROLL CALL

Time Stamp 0:00:17 (audio) & 0:00:00 (video)

PRESENT

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

STAFF

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

INVOCATION

Time Stamp 0:00:34 (audio) & 0:00:00 (video)

Invocation was offered by Commissioner Adams.

PLEDGE OF ALLEGIANCE

Time Stamp 0:01:58 (audio) & 0:00:00 (video)

Commission Chair Harvey led the Pledge of Allegiance for the meeting attendees.

CONFLICT OF INTEREST DISCLOSURE

Time Stamp 0:02:30 (audio) & 0:00:00 (video)

Commission Chair Harvey asked each commissioner if there were any conflicts of interest with today's agenda. Each Commissioner affirmed there were not any conflicts.

PUBLIC COMMENT

Public comments will be accepted through the following Zoom Meet link
<https://us02web.zoom.us/j/89459396250> Meeting ID: 894 5939 6250 One tap mobile
 +12532050468,,89459396250# US (Tacoma)

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 0:03:07 (audio) & 0:00:00 (video)

Larry Ellertson, staff member for Congressman Curtis's Office, indicated that Congressman Curtis has become a co-sponsor for the Rural Schools Resource Officer (SRS) renewal program.

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

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Time Stamp 0:04:22 (audio) & 0:00:00 (video)

Mack presented the Consent Agenda for the commission to review and approve.

Motion made by Commissioner Adams, Seconded by Commissioner Vice-Chair Stubbs.

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

1. Approval of April 2, 2024 Commission Work Meeting Minutes
2. Approval of April 2, 2024 Commission Meeting Minutes
3. Approval of \$73,565.65 in Purchases: \$5,497.50 for Dell Rugged Computer for the Sheriff's Department, \$34,480.35 for Weed Spray Chemical for the Weed Department, \$33,587.80 for Computer Equipment for Multiple Departments Throughout the County.
4. Approval of Check Register for March 16 to April 11, 2024
5. Approval of the San Juan County Public Health Department's Women, Infant and Children (WIC) Program Contract Amendment 8 with the State of Utah Health and Human Services
6. Approval of the Swingin' Steaks LLC, Hat Rock Inn Restaurant, Alcohol License Permit Application Located in Mexican Hat

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

BUSINESS/ACTION

7. Consideration and Approval of Letter of Support for Proposed SITLA Land Sale vicinity Montezuma Creek, Nick Sandberg, Public Lands Coordinator

Time Stamp 0:10:19 (audio) & 0:00:00 (video)

Nick Sandberg, County Public Lands Coordinator, presented the proposed letter of Support for the sale of 45 acres from SITLA to Utah Navajo Health System for the development of housing for the their professional staff.

Motion made by Commissioner Adams, Seconded by Commissioner Vice-Chair Stubbs. Voting Yea: Commissioner Adams, Commission Chair Harvey, Commissioner Vice-Chair Stubbs

8. Consideration and Approval of MOU for Cooperating Agency Status with BLM in Preparation of EIS for Lisbon Valley Mine Plan Modification, Nick Sandberg, Public Lands Coordinator

Time Stamp 0:13:25 (audio) & 0:00:00 (video)

Nick Sandberg, Public Lands Coordinator, presented the MOU with the BLM to include San Juan County as a Cooperating Agency for the Lisbon Valley Mine expansion.

Motion made by Commissioner Adams, Seconded by Commissioner Vice-Chair Stubbs.
Voting Yea: Commissioner Adams, Commission Chair Harvey, Commissioner Vice-Chair Stubbs

9. Consideration and Approval of the Revised Memorandum of Understanding Between Utah State University Preschool Development Grant Activity #5 Project and San Juan County Health Department. Grant Sunada, Public Health Director

Time Stamp 0:16:03 (audio) & 0:00:00 (video)

Grant Sunada, Public Health Director, presented the USU Preschool Development Grant for the commission to review and approve.

Motion made by Commissioner Vice-Chair Stubbs, Seconded by Commissioner Adams.
Voting Yea: Commissioner Adams, Commission Chair Harvey, Commissioner Vice-Chair Stubbs

10. Consideration and Approval of the Memorandum of Understanding with Utah Education Network and Utah State Library WiFi Funding. Nicole Perkins, Library Director

Time Stamp 0:19:42 (audio) & 0:00:00 (video)

Nicole Perkins, Library Director, presented the MOU for the commission to review and approve.

Motion made by Commissioner Vice-Chair Stubbs, Seconded by Commissioner Adams.
Voting Yea: Commissioner Adams, Commission Chair Harvey, Commissioner Vice-Chair Stubbs

11. Consideration and Approval of a Settlement Agreement and Release Made Between Harold and Charla Saunders and San Juan County for the property located at 171 E. MT. Peale Drive, Lot 49-B. Mack McDonald, Chief Administrative Officer

Time Stamp 0:23:30 (audio) & 0:00:00 (video)

Mack presented the settlement agreement for the commission to review and approve.

Motion made by Commissioner Adams, Seconded by Commissioner Vice-Chair Stubbs.
Voting Yea: Commissioner Adams, Commission Chair Harvey, Commissioner Vice-Chair Stubbs

12. Consideration and Approval of the Notice of Award and Intent to Negotiate a Contract with Redoubt Restoration, Inc. for the contracted services to act as the Construction Management/General Contractor Services (CM/GC) for the Pack Creek Emergency Watershed Protection Projects. Mack McDonald, Chief Administrative Officer

Time Stamp 0:25:27 (audio) & 0:00:00 (video)

Mack presented the Notice of Award for the commission to review and approve.

Motion made by Commissioner Adams, Seconded by Commissioner Vice-Chair Stubbs.
Voting Yea: Commissioner Adams, Commission Chair Harvey, Commissioner Vice-Chair Stubbs

13. CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING THE ADOPTION BY THE LOCAL BUILDING AUTHORITY OF SAN JUAN COUNTY, UTAH OF A PARAMETERS RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN \$24,000,000 LEASE REVENUE BONDS FOR PUBLIC SAFETY BUILDING REMODEL AND EXPANSION AND RELATED MATTERS. Eric Johnson, ETJ Law, Bond Counsel

Time Stamp 0:37:17 (audio) & 0:00:00 (video)

Mack presented the Local Municipal Bond Authority (LMBA) Bond Resolution for the commission to review and approve. The bonding is for the public safety building remodel.

Motion made by Commissioner Vice-Chair Stubbs, Seconded by Commissioner Adams.
Voting Yea: Commissioner Adams, Commission Chair Harvey, Commissioner Vice-Chair Stubbs

LOCAL BUILDING AUTHORITY

Time Stamp 0:45:19 (audio) & 0:00:00 (video)

Motion to enter into LBMA:

Motion made by Commissioner Adams, Seconded by Commissioner Vice-Chair Stubbs.
Voting Yea: Commissioner Adams, Commission Chair Harvey, Commissioner Vice-Chair Stubbs

14. CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING NOT MORE THAN \$24,000,000 LEASE REVENUE BONDS, IN ONE OR MORE SERIES, OF THE LOCAL BUILDING AUTHORITY OF SAN JUAN COUNTY, UTAH FOR A PUBLIC SAFETY BUILDING REMODEL AND EXPANSION; FIXING THE MAXIMUM INTEREST RATE, MATURITY AND

DISCOUNT OF THE BONDS; CALLING A PUBLIC HEARING AND NOTICE THEREOF, RUNNING OF A CONTEST PERIOD; AND RELATED MATTERS.

Time Stamp 0:45:51 (audio) & 0:00:00 (video)

Mack presented the Authorizing Bond Parameters Resolution for the commission to review and approve.

Motion made by Commissioner Adams, Seconded by Commissioner Vice-Chair Stubbs.
Voting Yea: Commissioner Adams, Commission Chair Harvey, Commissioner Vice-Chair Stubbs

Motion to exit LBMA:

Motion made by Commissioner Adams, Seconded by Commissioner Vice-Chair Stubbs.
Voting Yea: Commissioner Adams, Commission Chair Harvey, Commissioner Vice-Chair Stubbs

COMMISSION REPORTS

Time Stamp 0:47:30 (audio) & 0:00:00 (video)

Commissioner Adams will be attending the upcoming UCIP board meeting, then the Joint Highway Committee meeting, and finally, meet with the Chiefs of Staffs for several Senators.

Commissioner Stubbs participated in meetings with staff members from the Governor's Office and the Office of Tourism. She also attended a meeting with the Seven Counties Coalition. She will also attend the Utah Homeless Coalition meeting in SLC.

Commissioner Harvey is part of the National Association of Counties (NACO) Health Committee and recently participated in a virtual meeting. He also attended a breakfast with Congressman Curtis and his staff.

ADJOURNMENT

Time Stamp 1:10:28 (audio) & 0:00:00 (video)

Commissioner Harvey asked for an adjournment at 12:14 pm.

Motion made by Commissioner Vice-Chair Stubbs, Seconded by Commissioner Adams.
Voting Yea: Commissioner Adams, Commission Chair Harvey, Commissioner Vice-Chair Stubbs

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APPROVED: _____
San Juan County Board of County
Commissioners

DATE: _____

ATTEST: _____
San Juan County Clerk/Auditor

DATE: _____



BOARD OF COMMISSIONERS WORK SESSION MEETING

117 South Main Street, Monticello, Utah 84535. Commission Chambers

April 16, 2024 at 9:00 AM

MINUTES

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

Audio: <https://www.utah.gov/pmn/files/1110877.MP3>

Video: <https://www.youtube.com/watch?v=EVfc0l0cWMg>

CALL TO ORDER

Time Stamp 0:00:09 (audio) & 0:09:54 (video)

Commission Chair Jaime Harvey called the meeting to order at 9:09 am.

ROLL CALL

Time Stamp 0:00:29 (audio) & 0:10:14 (video)

PRESENT

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

STAFF

Mack McDonald, County Administrative Officer, CAO
Brittany Ivins, County Attorney
Lyman W. Duncan, Clerk/Auditor

AGENDA ITEMS

1. Presentation for Pilot Project Report - San Juan County, Jail by Dr. Sam Arungwa

Time Stamp 0:00:42 (audio) & 0:10:37 (video)

Dr. Sam Arungwa, Assistant Professor at Utah Tech and an Inmate Correction Specialist, presented the Prevention Science Correction Program (PSCE) for state inmates incarcerated in the county facility. He has two goals today, first to maximize awareness, and second to raise their level of support for the program. The program helps inmates work toward higher education. The program will help reduce crime, disease, and poverty in their lives.

Dr. Sam Arungwa wants to start a pilot program in the county detention facility. The purpose is to reduce the cycle of recidivism within the county inmates. Hopefully, the program will be to change their lives in a positive manner.

2. Administrative Updates and Discussion

Time Stamp 1:23:38 (audio) & 1:33:23 (video)

Mack presented the administrative updates with the commission. Mack spoke about the county retirement (URS) contributions and the 2024-25 changes. He also spoke about overnight rentals and the ambulance contracts with Monticello, Blanding, and Bluff.

ADJOURNMENT

Time Stamp 1:50:01 (audio) & 1:59:46 (video)

Motion to adjourn:

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

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
General Fund Checking - Zions 566101143 - 04/12/2024 to 05/15/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Action Air Inc	128654	1832	04/26/2024	04/26/2024	292.50	SJC Public Safety	104166310 - Professional and Tech
					\$292.50		
Acumen Fiscal Agent LLC	128574	3654_001	04/15/2024	04/15/2024	5,279.40	Client Billings	104685615 - Contracts
Acumen Fiscal Agent LLC	128574	3655_001	04/15/2024	04/15/2024	380.00	Client Billings	104685615 - Contracts
					\$5,659.40		
					\$5,659.40		
Adair, Todd	128655	TA04242024	04/26/2024	04/26/2024	67.00	Travel Reimbursement	214414230 - Travel Expense
					\$67.00		
Adams, Bruce	128749	BA04222024	05/06/2024	05/06/2024	649.00	Travel Reimbursement	104111230 - Travel Expense
Adams, Bruce	128749	BA05022024	05/06/2024	05/06/2024	321.00	Travel Reimbursement	104111230 - Travel Expense
					\$970.00		
Adams, Bruce	128819	BA05092024	05/14/2024	05/14/2024	709.00	Travel Reimbursement	104111230 - Travel Expense
Adams, Bruce	128819	BA05112024	05/14/2024	05/14/2024	1,975.04	Travel Reimbursement	104111230 - Travel Expense
					\$2,684.04		
					\$3,654.04		
Allstate Insurance	128811	PR041424-662	04/19/2024	05/09/2024	519.44	Allstate Hospital Indemnity	102237000 - Allstate
Allstate Insurance	128811	PR041424-662	04/19/2024	05/09/2024	666.83	Allstate Critical Illness	102237000 - Allstate
Allstate Insurance	128811	PR041424-662	04/19/2024	05/09/2024	892.21	Allstate Accident	102237000 - Allstate
Allstate Insurance	128811	PR041524-662	04/19/2024	05/09/2024	103.62	Allstate Critical Illness	102237000 - Allstate
Allstate Insurance	128811	PR041524-662	04/19/2024	05/09/2024	139.39	Allstate Hospital Indemnity	102237000 - Allstate
Allstate Insurance	128811	PR041524-662	04/19/2024	05/09/2024	175.89	Allstate Accident	102237000 - Allstate
Allstate Insurance	128811	PR042824-662	05/03/2024	05/09/2024	519.44	Allstate Hospital Indemnity	102237000 - Allstate
Allstate Insurance	128811	PR042824-662	05/03/2024	05/09/2024	666.83	Allstate Critical Illness	102237000 - Allstate
Allstate Insurance	128811	PR042824-662	05/03/2024	05/09/2024	892.21	Allstate Accident	102237000 - Allstate
Allstate Insurance	128811	PR042924-662	05/03/2024	05/09/2024	103.62	Allstate Critical Illness	102237000 - Allstate
Allstate Insurance	128811	PR042924-662	05/03/2024	05/09/2024	139.39	Allstate Hospital Indemnity	102237000 - Allstate
Allstate Insurance	128811	PR042924-662	05/03/2024	05/09/2024	175.89	Allstate Accident	102237000 - Allstate
					\$4,994.76		
					\$4,994.76		
Amazon Capital Services	128554	13GQ-G9XG-Q1	04/15/2024	04/15/2024	549.99	SJC Road Dept	214414240 - Office Expense
Amazon Capital Services	128554	14MV-X4RL-71M	04/15/2024	04/15/2024	21.97	SJC Road Dept	214414140 - Other Employee Benefi
					\$571.96		
Amazon Capital Services	128583	11Y7-M1F9-PKJ	04/24/2024	04/25/2024	25.99	SJC Public Health	255193.480 - Home Visiting - PAT S
Amazon Capital Services	128583	14KN-KG3V-K7J	04/24/2024	04/25/2024	51.81	SJC Public Health	255193.480 - Home Visiting - PAT S
Amazon Capital Services	128583	17WD-HGJX-9G	04/24/2024	04/25/2024	38.87	SJC Road Dept	214412250 - Equipment Operation
Amazon Capital Services	128583	1HHR-QMMH-C	04/25/2024	04/25/2024	287.84	SJC Road Dept	214412250 - Equipment Operation
Amazon Capital Services	128583	1VF9-CTMR-P1	04/24/2024	04/25/2024	36.40	SJC Road Dept	214414240 - Office Expense
					\$440.91		
Amazon Capital Services	128656	1VHY-M7MR-JW	04/26/2024	04/26/2024	6.90	SJC Weed Dept	104256250 - Equipment Operation
Amazon Capital Services	128697	1DG3-1J76-P9X	05/02/2024	05/03/2024	117.74	SJC Road Dept	214412250 - Equipment Operation

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Amazon Capital Services	128697	1KQ7-X611-9TL	05/02/2024	05/03/2024	37.99	SJC Road Dept	214412250 - Equipment Operation
Amazon Capital Services	128697	1LGR-YYJL-CG	05/02/2024	05/03/2024	401.94	SJC Road Dept	214412250 - Equipment Operation
					\$557.67		
Amazon Capital Services	128750	11TT-M6KD-13F	05/06/2024	05/06/2024	282.82	SJC Public Health	255061.480 - Tobacco Prevention S
Amazon Capital Services	128750	16GN-71LW-KK	05/06/2024	05/06/2024	204.60	SJC Public Health	255061.480 - Tobacco Prevention S
					\$487.42		
Amazon Capital Services	128820	19DX-R4XK-9P3	05/13/2024	05/14/2024	244.99	SJC Road Dept	214414240 - Office Expense
Amazon Capital Services	128820	1CHK-4QNC-LX	05/14/2024	05/14/2024	23.39	SJC Road Dept	214412250 - Equipment Operation
Amazon Capital Services	128820	1QHQ-1QQW-X	05/13/2024	05/14/2024	36.99	SJC Road Dept	214414250 - Equipment Operation
					\$305.37		
					\$2,370.23		
American Legal Publishing	128821	33577	05/13/2024	05/14/2024	3,887.82	SJC Administration	104150210 - Subscriptions and Me
					\$3,887.82		
Amerigas Propane LP	128556	3162476296	04/15/2024	04/15/2024	614.69	200752247	104672270 - Utilities
Amerigas Propane LP	128698	3163125872	05/02/2024	05/03/2024	117.49	200752247	104225270 - Utilities
Amerigas Propane LP	128803	805954476	05/03/2024	05/06/2024	247.25	200795243	104672270 - Utilities
					\$979.43		
Asphalt Systems Inc.	128584	36779	04/25/2024	04/25/2024	12,593.25	SJC Road Dept	214414410 - Road Supplies
					\$12,593.25		
Atene, Davidson	128585	DA04162024	04/24/2024	04/25/2024	310.00	SJC Justice Court	103511000 - Justice Court Fines
					\$310.00		
Bank, Michael Jay	128699	MB04242024	05/01/2024	05/03/2024	340.00	SJC Justice Court	103511000 - Justice Court Fines
					\$340.00		
Barber, Roz	128822	RB05062024	05/13/2024	05/14/2024	705.00	SJC Justice Court	103511000 - Justice Court Fines
					\$705.00		
Barr, Steve	128657	SB04252024	04/26/2024	04/26/2024	282.00	Travel Reimbursement	574424230 - Travel Expense
					\$282.00		
Begay, Jay	128527	JB04052024	04/15/2024	04/15/2024	64.00	Travel reimbursement	104211230 - Travel Expense
Begay, Jay	128823	JB05032024	05/13/2024	05/14/2024	1,207.95	Travel reimbursement	104211230 - Travel Expense
					\$1,271.95		
Begay, Lena B.	128700	LB03182024	05/02/2024	05/03/2024	43.20	Alternatives	104672615 - Contracts
Begay, Lena B.	128700	LB03282024	05/02/2024	05/03/2024	35.20	Alternatives	104672615 - Contracts
Begay, Lena B.	128700	LB04112024	05/02/2024	05/03/2024	43.20	Alternatives	104672615 - Contracts
					\$121.60		
					\$121.60		

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Begay, Roland	128701	RB04182024	05/02/2024	05/03/2024	100.00	Medical Transportation Voucher	104672615 - Contracts
					\$100.00		
Benally, Rebecca M	128702	RB042224	05/02/2024	05/03/2024	39.00	Travel Reimbursement	255296.230 - Health Disparities Trav
Benally, Rebecca M	128702	RB042524	05/02/2024	05/03/2024	162.00	Travel Reimbursement	255283.230 - EED - CHW Travel ex
Benally, Rebecca M	128702	RB042624	05/02/2024	05/03/2024	117.00	Travel Reimbursement	255061.230 - Tobacco Prevention Tr
					\$318.00		
					\$318.00		
Bethea, Derek	128540	DB04152024	04/15/2024	04/15/2024	136.00	Travel Reimbursement	104230230 - Travel Expense
					\$136.00		
Bingocize	128804	INV-000437	05/06/2024	05/06/2024	499.00	SJC Aging	104673615 - Contracts
					\$499.00		
Bishop Lifting	128586	PSI00178001	04/25/2024	04/25/2024	347.56	Road	214412250 - Equipment Operation
Bishop Lifting	128824	PSI00187465	05/13/2024	05/14/2024	71.00	Road	214412250 - Equipment Operation
					\$418.56		
Blanding City	128587	2024041808154	04/24/2024	04/25/2024	356.89	500790001 Blanding Ambulance Garage	264350270 - Utilities
Blanding City	128587	439597	04/25/2024	04/25/2024	2,748.83	553343189 - San Juan Public Health	255710.210 - Wellness Subscription
Blanding City	128587	500790001_032	04/24/2024	04/25/2024	356.89	500790001 Blanding Ambulance Garage	264350270 - Utilities
					\$3,462.61		
Blanding City	128805	2024050207521	05/03/2024	05/06/2024	836.72	501683003 Blanding Senior Center	104672270 - Utilities
Blanding City	128805	2024050207553	05/03/2024	05/06/2024	118.35	551750001 - 1049 S Main	214414270 - Utilities
Blanding City	128805	2024050207553	05/03/2024	05/06/2024	1,887.92	551750001 - 1049 S Main	214414270 - Utilities
Blanding City	128805	BC20240503	05/06/2024	05/06/2024	887.46	553343140	255007.270 - Indirect Admin Utilities
					\$3,730.45		
Blanding City	128825	501640001_042	05/13/2024	05/14/2024	710.64	501640001 Blanding Library	724168270 - Utilities
Blanding City	128825	501820007_042	05/14/2024	05/14/2024	231.41	501820007	104163270 - Utilities
					\$942.05		
					\$8,135.11		
Blanding Storage	128547	BS040524	04/15/2024	04/15/2024	280.00	San Juan Public Health	255310.260 - PHEP Preparedness
					\$280.00		
Bleggi, Kelly	128658	KB04242024	04/26/2024	04/26/2024	67.00	Travel Reimbursement	214414230 - Travel Expense
					\$67.00		
Blomquist Hale Consulting Group I	128826	MAY24-5161	05/13/2024	05/14/2024	784.80	Employee Assistance Coverage	104965140 - Other Employee Benefi
					\$784.80		
Blue Mountain Foods	128549	01-266600	04/15/2024	04/15/2024	6.98	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	128549	01-266852	04/15/2024	04/15/2024	8.99	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	128549	01-270863	04/15/2024	04/15/2024	31.36	SJC Sheriff Dept.	104210330 - Employee Education

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Blue Mountain Foods	128549	02-183507	04/15/2024	04/15/2024	19.69	SJC Aging	104677328 - Meals - La Sal
Blue Mountain Foods	128549	02-190415	04/15/2024	04/15/2024	13.68	SJC Road Dept	214414240 - Office Expense
Blue Mountain Foods	128549	02-191217	04/15/2024	04/15/2024	214.38	SJC Sheriff Dept	274230350 - Inmate Commissary Ex
Blue Mountain Foods	128549	02-193819	04/15/2024	04/15/2024	2.97	SJC Sheriff Dept.	104230480 - Kitchen Food
Blue Mountain Foods	128549	03-245945	04/15/2024	04/15/2024	35.15	SJC Aging	104678328 - Meals - La Sal
					\$333.20		
Blue Mountain Foods	128588	01-268670	04/24/2024	04/25/2024	10.58	SJC Aging	104678328 - Meals - La Sal
Blue Mountain Foods	128588	02-1296124	04/24/2024	04/25/2024	153.69	SJC Sheriff Dept	274230350 - Inmate Commissary Ex
Blue Mountain Foods	128588	02-169911	04/24/2024	04/25/2024	17.16	SJC Ambulance	264350330 - Employee Education
Blue Mountain Foods	128588	02-191641	04/24/2024	04/25/2024	9.95	SJC Aging	104678328 - Meals - La Sal
					\$191.38		
Blue Mountain Foods	128703	01-232746	05/02/2024	05/03/2024	38.17	SJC Aging	104678329 - Meals - Bluff
Blue Mountain Foods	128703	01-239604	05/02/2024	05/03/2024	53.83	SJC Aging	104677329 - Meals - Bluff
Blue Mountain Foods	128703	01-251994	05/02/2024	05/03/2024	44.07	SJC Aging	104678329 - Meals - Bluff
Blue Mountain Foods	128703	01-259262	05/02/2024	05/03/2024	96.03	SJC Aging	104677329 - Meals - Bluff
Blue Mountain Foods	128703	01-261886	05/02/2024	05/03/2024	123.35	SJC Aging	104677329 - Meals - Bluff
Blue Mountain Foods	128703	01-263876	05/02/2024	05/03/2024	110.85	SJC Aging	104678329 - Meals - Bluff
Blue Mountain Foods	128703	01-273757	05/02/2024	05/03/2024	49.23	SJC Aging	104678329 - Meals - Bluff
Blue Mountain Foods	128703	02-120925	05/02/2024	05/03/2024	20.48	SJC Aging	104678328 - Meals - La Sal
Blue Mountain Foods	128703	02-149023	05/02/2024	05/03/2024	66.87	SJC Aging	104678329 - Meals - Bluff
Blue Mountain Foods	128703	02-196919	05/02/2024	05/03/2024	40.39	SJC Aging	104678328 - Meals - La Sal
Blue Mountain Foods	128703	03-184038	05/02/2024	05/03/2024	53.12	SJC Aging	104678328 - Meals - La Sal
Blue Mountain Foods	128703	03-231293	05/02/2024	05/03/2024	84.14	SJC Aging	104678329 - Meals - Bluff
Blue Mountain Foods	128703	03-257444	05/02/2024	05/03/2024	19.97	SJC Aging	104677323 - Meals - Monticello
					\$800.50		
Blue Mountain Foods	128806	01-285527	05/03/2024	05/06/2024	33.86	SJC Sheriff Dept	104210330 - Employee Education
Blue Mountain Foods	128806	01-286542	05/06/2024	05/06/2024	16.38	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	128806	01-286623	05/06/2024	05/06/2024	32.20	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	128806	01-286671	05/03/2024	05/06/2024	66.88	SJC Sheriff Dept	104230480 - Kitchen Food
Blue Mountain Foods	128806	01-290550	05/03/2024	05/06/2024	38.94	SJC Road Dept	214414330 - Employee Education
Blue Mountain Foods	128806	02-202282	05/03/2024	05/06/2024	21.51	SJC Aging	104677328 - Meals - La Sal
Blue Mountain Foods	128806	02-286424	05/03/2024	05/06/2024	22.48	SJC Sheriff Dept	104230312 - Medical Expenses
Blue Mountain Foods	128806	03-266481	05/03/2024	05/06/2024	147.36	SJC Sheriff Dept	274230350 - Inmate Commissary Ex
					\$379.61		
Blue Mountain Foods	128827	01-237068	05/13/2024	05/14/2024	5.37	Monticello Library	724581620 - Special Programs
Blue Mountain Foods	128827	01-255612	05/13/2024	05/14/2024	16.07	Monticello Library	724581620 - Special Programs
Blue Mountain Foods	128827	01-286951	05/13/2024	05/14/2024	18.90	SJC Search and Rescue	104215620 - Miscellaneous Service
Blue Mountain Foods	128827	01-300079	05/13/2024	05/14/2024	6.99	SJC Sheriff Dept	104230610 - Miscellaneous Supplie
Blue Mountain Foods	128827	01-304772	05/14/2024	05/14/2024	14.28	SJC Road Dept	214414240 - Office Expense
Blue Mountain Foods	128827	02-201612	05/13/2024	05/14/2024	14.37	Monticello Library	724581620 - Special Programs
Blue Mountain Foods	128827	02-210829	05/13/2024	05/14/2024	13.40	SJC Sheriff Dept	104230480 - Kitchen Food
Blue Mountain Foods	128827	02-215373	05/13/2024	05/14/2024	7.99	SJC Sheriff Dept	104230312 - Medical Expenses
Blue Mountain Foods	128827	03-139722-b	05/13/2024	05/14/2024	8.10	SJC Aging	104678329 - Meals - Bluff
Blue Mountain Foods	128827	03-275376	05/13/2024	05/14/2024	7.31	SJC Sheriff Dept	104230480 - Kitchen Food
					\$112.78		
					\$1,817.47		

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Blue Mountain Meats Inc.	128589	441131	04/24/2024	04/25/2024	150.94	SJC Ambulance	264350330 - Employee Education
Blue Mountain Meats Inc.	128589	446046	04/24/2024	04/25/2024	50.00	SJC Ambulance	264350330 - Employee Education
					\$200.94		
					\$200.94		
Blue Mountain Nursery	128573	RG2024-012	04/15/2024	04/15/2024	3,825.00	Rural Grant	104192920 - Grants
					\$3,825.00		
Bluff Water Works	128807	10466	05/06/2024	05/06/2024	25.00	60271007 - SJC Fire	104225270 - Utilities
					\$25.00		
Bob Barker Company Inc.	128590	INV2007775	04/25/2024	04/25/2024	354.65	SJC Sheriff	274230350 - Inmate Commissary Ex
Bob Barker Company Inc.	128808	INV2011159	05/03/2024	05/06/2024	210.54	SJC Sheriff	274230350 - Inmate Commissary Ex
Bob Barker Company Inc.	128808	INV2013331	05/03/2024	05/06/2024	199.73	SJC Sheriff	274230350 - Inmate Commissary Ex
					\$410.27		
					\$764.92		
Booking Entertainment Inc.	128828	BE05142024	05/14/2024	05/14/2024	20,000.00	Concert Deposit	104620620 - Miscellaneous Service
					\$20,000.00		
Bound Tree Medical LCC	128591	85310008	04/24/2024	04/25/2024	392.13	SJC Ambulance Service	264350610 - Miscellaneous Supplie
					\$392.13		
Brantley Distributing LLC.	128592	24225970	04/24/2024	04/25/2024	144.60	SJC Road	214412250 - Equipment Operation
Brantley Distributing LLC.	128659	24226950	04/26/2024	04/26/2024	199.25	SJC Road	214412250 - Equipment Operation
Brantley Distributing LLC.	128704	24226760	05/02/2024	05/03/2024	852.00	SJC Road	214412250 - Equipment Operation
					\$1,195.85		
Brass&Cordova	128829	BC05062024	05/13/2024	05/14/2024	2,625.00	SJC Attorney	104126615 - Contracts
					\$2,625.00		
Brooks, Keith	128705	KB04292024	05/01/2024	05/03/2024	1,110.00	SJC Justice Court	103511000 - Justice Court Fines
					\$1,110.00		
Burgess, Scott	128593	SB04222024	04/24/2024	04/25/2024	203.00	travel reimbursement	274230350 - Inmate Commissary Ex
					\$203.00		
CAHC - Comfort at Home Care LL	128809	2024050207512	05/03/2024	05/06/2024	539.52	SJC Aging	104684615 - Contracts
CAHC - Comfort at Home Care LL	128809	2024050207512	05/03/2024	05/06/2024	740.00	SJC Aging	104672615 - Contracts
CAHC - Comfort at Home Care LL	128809	2024050207512	05/03/2024	05/06/2024	1,496.00	SJC Aging	104679615 - Contracts
					\$2,775.52		
					\$2,775.52		
Caldwell Filler & Grayson	128830	3100	04/24/2024	05/14/2024	525.00	SJC Attorney	104122310 - Professional and Tech
Caldwell Filler & Grayson	128830	3113	04/24/2024	05/14/2024	180.00	SJC Attorney	104126310 - Professional and Tech

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Caldwell Filler & Grayson	128830	3185	04/24/2024	05/14/2024	570.00	SJC Attorney	104126310 - Professional and Tech
Caldwell Filler & Grayson	128830	3378	05/13/2024	05/14/2024	240.00	SJC Attorney	104126310 - Professional and Tech
					<u>\$1,515.00</u>		
					\$1,515.00		
Carlson, Brittney	128810	BC042224	05/06/2024	05/06/2024	131.00	Travel Reimbursement	255181.230 - Federal Immunization
Carlson, Brittney	128810	BC050224	05/06/2024	05/06/2024	809.36	Travel Reimbursement	255450.230 - PH Infrastructure Trav
					<u>\$940.36</u>		
					\$940.36		
Carolina Software	128660	90466	04/26/2024	04/26/2024	600.00	SJC Landfill	574424310 - Professional and Tech
					<u>\$600.00</u>		
Certified Laboratories	128579	8637787	04/15/2024	04/15/2024	12,384.95	SJC Road Dept.	214412251 - Gas, Oil and Grease
Certified Laboratories	128595	8638584	04/24/2024	04/25/2024	15,810.85	SJC Road Dept.	214412251 - Gas, Oil and Grease
					<u>\$28,195.80</u>		
Charm-Tex	128596	352760-IN	04/24/2024	04/25/2024	430.50	SJC Sheriff	274230350 - Inmate Commissary Ex
Charm-Tex	128596	353416-IN	04/24/2024	04/25/2024	216.50	SJC Sheriff	274230350 - Inmate Commissary Ex
Charm-Tex	128596	353433-IN	04/24/2024	04/25/2024	128.50	SJC Sheriff	274230350 - Inmate Commissary Ex
Charm-Tex	128596	354962-IN	04/24/2024	04/25/2024	137.40	SJC Sheriff	274230350 - Inmate Commissary Ex
Charm-Tex	128596	360921-IN	04/24/2024	04/25/2024	198.70	SJC Sheriff	274230350 - Inmate Commissary Ex
					<u>\$1,111.60</u>		
					\$1,111.60		
Chavez, Luis	128831	LC05152024	05/14/2024	05/14/2024	300.00	SJC Breakfast	104113240 - Office Expense
					<u>\$300.00</u>		
Child Support Services	128914	10-22290503202	05/15/2024	05/15/2024	217.00		102229000 - Other Deductions Paya
Child Support Services	128914	10-22290503202	05/15/2024	05/15/2024	263.08		102229000 - Other Deductions Paya
					<u>\$480.08</u>		
					\$480.08		
Cintas Corporation	128533	4188847799	04/15/2024	04/15/2024	114.40	SJC Road Dept	214414260 - Buildings and Grounds
Cintas Corporation	128597	4189552137	04/24/2024	04/25/2024	44.00	SJC Road Dept	214414260 - Buildings and Grounds
Cintas Corporation	128597	4189552137	04/24/2024	04/25/2024	70.40	SJC Road Dept	102229000 - Other Deductions Paya
Cintas Corporation	128597	4190291967	04/24/2024	04/25/2024	114.40	SJC Road Dept	214414260 - Buildings and Grounds
					<u>\$228.80</u>		
Cintas Corporation	128759	4190998772	05/03/2024	05/06/2024	44.00	SJC Road Dept	214414260 - Buildings and Grounds
Cintas Corporation	128759	4190998772	05/03/2024	05/06/2024	70.40	SJC Road Dept	102229000 - Other Deductions Paya
					<u>\$114.40</u>		
Cintas Corporation	128832	4191722803	05/13/2024	05/14/2024	44.00	SJC Road Dept	214414260 - Buildings and Grounds
Cintas Corporation	128832	4191722803	05/13/2024	05/14/2024	70.40	SJC Road Dept	102229000 - Other Deductions Paya
Cintas Corporation	128832	4192439447	05/14/2024	05/14/2024	44.00	SJC Road Dept	214414260 - Buildings and Grounds
Cintas Corporation	128832	4192439447	05/14/2024	05/14/2024	70.40	SJC Road Dept	102229000 - Other Deductions Paya
					<u>\$228.80</u>		
					\$686.40		

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Clark, Sharmayne	128760	SC04302024	05/06/2024	05/06/2024	560.00	Alternatives	104679615 - Contracts
					\$560.00		
Collins, Catherine	128761	2024050315462	05/06/2024	05/06/2024	560.00	Alternatives	104679615 - Contracts
					\$560.00		
Contech Engineered Solutions	128833	29059100	05/14/2024	05/14/2024	2,960.00	SJC Road Dept	214414410 - Road Supplies
					\$2,960.00		
Creekside Medical Clinic	128542	31149	04/15/2024	04/15/2024	213.00	SJC Public Health	255400.310 - Cancer Screening Pro
					\$213.00		
Curtis Tools For Heros	128576	2024041210330	04/15/2024	04/15/2024	317.47	SJC FIRE	104220615 - Contracts
Curtis Tools For Heros	128576	2024041210330	04/15/2024	04/15/2024	2,000.00	SJC FIRE	104220490 - Fire Suppression Supp
Curtis Tools For Heros	128576	2024041210330	04/15/2024	04/15/2024	2,000.00	SJC FIRE	104225610 - Miscellaneous Supplie
Curtis Tools For Heros	128576	2024041210330	04/15/2024	04/15/2024	3,000.00	SJC FIRE	104225620 - Miscellaneous Service
					\$7,317.47		
					\$7,317.47		
D.W.R. Help Stop Poaching	128551	HSP_04082024	04/15/2024	04/15/2024	444.45	Restitution Case # 221100173	103511000 - Justice Court Fines
					\$444.45		
Dee, Elsie	128652	ED04152024	04/25/2024	04/25/2024	386.45	Election Liaison	104173310 - Professional and Tech
					\$386.45		
Dejel, Henry William	128834	HWD05072024	05/13/2024	05/14/2024	200.00	SJC Justice Court	103511000 - Justice Court Fines
					\$200.00		
Dejel, Wayne Allen	128835	WAD05072024	05/13/2024	05/14/2024	390.00	SJC Justice Court	103511000 - Justice Court Fines
					\$390.00		
Dell Marketing L.P.	128582	10742396371	04/15/2024	04/15/2024	33,587.80	SJC Admin	104151740 - Equipment Purchases
Dell Marketing L.P.	128661	10744839327	04/26/2024	04/26/2024	24,114.04	SJC Admin	104151740 - Equipment Purchases
					\$57,701.84		
Dept of Health and Human Service	128598	24FN000250	04/24/2024	04/25/2024	189.00	SJC Ambulance	255013.980 - Vital Statistics Intergov
Dept of Health and Human Service	128599	23H5001488	04/24/2024	04/25/2024	5,077.96	SJC Ambulance	264350310 - Professional and Tech
Dept of Health and Human Service	128600	24H5000249	04/24/2024	04/25/2024	3,789.24	SJC Ambulance	264350310 - Professional and Tech
Dept of Health and Human Service	128762	24FN000226	05/06/2024	05/06/2024	310.00	AR DEPT: BPRO 270:270FO	255013.980 - Vital Statistics Intergov
					\$9,366.20		
Dept of Natural Resources	128836	SJC_CoopWater	05/13/2024	05/14/2024	3,450.00	Cooperative Water Monitoring	104850310 - Professional and Tech
					\$3,450.00		
Dept of Public Safety	128563	24H0000649	04/15/2024	04/15/2024	1,344.00	Dispatch Services	274230355 - Sobriety Expenses
					\$1,344.00		

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Deseret Digital Media	128763	UTH0000000292	05/06/2024	05/06/2024	1,569.00	SJC Econ Dev	104193490 - Advertising and Promot
					\$1,569.00		
Dominion Energy	128601	2024042210552	04/24/2024	04/25/2024	261.46	3617789388 885 E Center	214414270 - Utilities
Dominion Energy	128662	292218_041820	04/26/2024	04/26/2024	213.29	2922180000 835 E Central Book	104161260 - Buildings and Grounds
Dominion Energy	128662	315386_041820	04/26/2024	04/26/2024	208.21	3153860000 264 S 100 E	104165270 - Utilities
Dominion Energy	128662	635386_041820	04/26/2024	04/26/2024	2,587.00	6353860000 297 S Main	104166270 - Utilities
Dominion Energy	128662	684386_041820	04/26/2024	04/26/2024	1,891.42	6843860000	104161260 - Buildings and Grounds
Dominion Energy	128662	7624767442_04	04/26/2024	04/26/2024	47.53	7624767442 881 E Center	104225270 - Utilities
Dominion Energy	128662	764386_041820	04/26/2024	04/26/2024	337.66	7643860000 80 N Main St	104161270 - Utilities
Dominion Energy	128662	874386_041820	04/26/2024	04/26/2024	378.68	8743860000 96 W 100 S	264350270 - Utilities
Dominion Energy	128662	92218_0418202	04/26/2024	04/26/2024	355.48	0922180000 835 E Central Fair	104620270 - Utilities
					\$6,019.27		
Dominion Energy	128706	2024042613364	05/02/2024	05/03/2024	400.80	6063860000 Central Rd	104225270 - Utilities
Dominion Energy	128706	2024042613364	05/02/2024	05/03/2024	400.80	6063860000 Central Rd	104255270 - Utilities
Dominion Energy	128706	2024042613370	05/02/2024	05/03/2024	84.92	4922180000 835 E Central Office	104225270 - Utilities
Dominion Energy	128706	2024042613370	05/02/2024	05/03/2024	84.93	4922180000 835 E Central Office	104255270 - Utilities
					\$971.45		
					\$7,252.18		
DTS - State of Utah	128837	2410R12300000	05/13/2024	05/14/2024	11.26	SJC Attorney	104145482 - Law Library Supplies
					\$11.26		
Duke's	128564	D442024	04/15/2024	04/15/2024	1,357.37	SJC Econ Development	104193480 - Special Department Su
					\$1,357.37		
Duncan, Lyman	128602	LD04162024	04/24/2024	04/25/2024	299.72	TRAVEL REIMBURSEMENT	104142230 - Travel Expense
Duncan, Lyman	128602	LD04162024	04/24/2024	04/25/2024	299.72	Travel Reimbursement	104173230 - Travel Expense
					\$599.44		
					\$599.44		
Earthgrains Baking Company	128528	8527229000380	04/15/2024	04/15/2024	68.02	SJC Sheriff	104230480 - Kitchen Food
Earthgrains Baking Company	128603	8527229000382	04/24/2024	04/25/2024	71.60	SJC Sheriff	104230480 - Kitchen Food
Earthgrains Baking Company	128764	8527229000387	05/03/2024	05/06/2024	71.60	SJC Sheriff	104230480 - Kitchen Food
Earthgrains Baking Company	128764	8527229000390	05/03/2024	05/06/2024	71.60	SJC Sheriff	104230480 - Kitchen Food
					\$143.20		
Earthgrains Baking Company	128838	8527229000393	05/13/2024	05/14/2024	71.60	SJC Sheriff	104230480 - Kitchen Food
					\$354.42		
Emery Telcom	128567	20240411114033	04/15/2024	04/15/2024	220.02	3514200 SJC Blanding Seniors	104672270 - Utilities
Emery Telcom	128567	20240411114045	04/15/2024	04/15/2024	107.77	988500 - SJC Emergency Services	104255270 - Utilities
Emery Telcom	128567	2024041208291	04/15/2024	04/15/2024	43.90	3324200 - SJC Admin Building	104210280 - Telephone
Emery Telcom	128567	2024041208291	04/15/2024	04/15/2024	79.95	3324200 - SJC Admin Building	104225270 - Utilities
Emery Telcom	128567	2024041208291	04/15/2024	04/15/2024	79.95	3324200 - SJC Admin Building	574424270 - Utilities
Emery Telcom	128567	2024041208291	04/15/2024	04/15/2024	84.95	3324200 - SJC Admin Building	104255270 - Utilities

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Emery Telcom	128567	2024041208291	04/15/2024	04/15/2024	104.95	3324200 - SJC Admin Building	104163270 - Utilities
Emery Telcom	128567	2024041208291	04/15/2024	04/15/2024	209.90	3324200 - SJC Admin Building	104676270 - Utilities
Emery Telcom	128567	2024041208291	04/15/2024	04/15/2024	269.90	3324200 - SJC Admin Building	214414270 - Utilities
Emery Telcom	128567	2024041208291	04/15/2024	04/15/2024	529.85	3324200 - SJC Admin Building	104151280 - Telephone
Emery Telcom	128567	2024041514094	04/15/2024	04/15/2024	107.77	987300 - SJC Public Safety	104230350 - State Prisoner Expens
					\$1,838.91		
Emery Telcom	128604	20240418084911	04/24/2024	04/25/2024	84.95	3609200 - SJC Communications	104230350 - State Prisoner Expens
Emery Telcom	128604	3431000_04012	04/24/2024	04/25/2024	125.42	3431000 SJC EMS	264350280 - Telephone
					\$210.37		
Emery Telcom	128839	0510202413432	05/13/2024	05/14/2024	43.90	3324200 - SJC Admin Building	104210280 - Telephone
Emery Telcom	128839	0510202413432	05/13/2024	05/14/2024	79.95	3324200 - SJC Admin Building	104225270 - Utilities
Emery Telcom	128839	0510202413432	05/13/2024	05/14/2024	84.95	3324200 - SJC Admin Building	104255270 - Utilities
Emery Telcom	128839	0510202413432	05/13/2024	05/14/2024	104.95	3324200 - SJC Admin Building	104163270 - Utilities
Emery Telcom	128839	0510202413432	05/13/2024	05/14/2024	109.95	3324200 - SJC Admin Building	104225270 - Utilities
Emery Telcom	128839	0510202413432	05/13/2024	05/14/2024	209.90	3324200 - SJC Admin Building	104676270 - Utilities
Emery Telcom	128839	0510202413432	05/13/2024	05/14/2024	269.90	3324200 - SJC Admin Building	214414270 - Utilities
Emery Telcom	128839	0510202413432	05/13/2024	05/14/2024	529.85	3324200 - SJC Admin Building	104151280 - Telephone
Emery Telcom	128839	0510202413455	05/13/2024	05/14/2024	107.77	987300 - SJC Public Safety	104230350 - State Prisoner Expens
Emery Telcom	128839	0513202417283	05/14/2024	05/14/2024	84.95	3609200 - SJC Communications	104230350 - State Prisoner Expens
Emery Telcom	128839	2278SZ10001.05	05/13/2024	05/14/2024	2,040.03	2278.S.100	104675615 - Contracts
					\$3,666.10		
					\$5,715.38		
Empire Electric Assoc. Inc.	128605	2024041707475	04/25/2024	04/25/2024	726.98	25395 - 885 E Center St	214414270 - Utilities
Empire Electric Assoc. Inc.	128605	WO265625	04/24/2024	04/25/2024	34,880.43	New Service at 917 E Center st.	104192920 - Grants
					\$35,607.41		
Empire Electric Assoc. Inc.	128663	9579024_04152	04/26/2024	04/26/2024	3,664.29	9579024 - 297 S Main	104166270 - Utilities
Empire Electric Assoc. Inc.	128707	9579025	05/02/2024	05/03/2024	117.50	9579025 - 881 E Center St	214414270 - Utilities
Empire Electric Assoc. Inc.	128840	9579003_04292	05/13/2024	05/14/2024	617.35	9579003 - 80 N Main St	724167270 - Utilities
Empire Electric Assoc. Inc.	128840	9579004_04292	05/13/2024	05/14/2024	1,098.85	9579004 - 117 S Main	104161270 - Utilities
Empire Electric Assoc. Inc.	128840	9579010_04292	05/13/2024	05/14/2024	291.89	9579010 - Fire DP - Cedar Point	104225270 - Utilities
Empire Electric Assoc. Inc.	128840	9579019_04292	05/13/2024	05/14/2024	62.80	9579019 - Fairgrounds Conces	104620270 - Utilities
Empire Electric Assoc. Inc.	128840	9579020_04292	05/13/2024	05/14/2024	243.07	9579010 - Fire DP - Cedar Point	104620270 - Utilities
Empire Electric Assoc. Inc.	128840	9579027_04292	05/13/2024	05/14/2024	154.46	9579027 - 96 W 100 S	264350270 - Utilities
Empire Electric Assoc. Inc.	128840	9579028_04292	05/13/2024	05/14/2024	1,133.83	9579028 Abajo Peak	104574270 - Utilities
Empire Electric Assoc. Inc.	128840	9579029_04292	05/13/2024	05/14/2024	126.29	9579029 - 264 S 100 E	104165270 - Utilities
Empire Electric Assoc. Inc.	128840	9579032_04292	05/13/2024	05/14/2024	93.01	9579032 - 81 E Pinion St	104225270 - Utilities
					\$3,821.55		
					\$43,210.75		
Equitable Financial Equi-vest	128812	PR041424-743	04/19/2024	05/09/2024	75.00	Equitable Finance Equi-vest	102225000 - Equivest
Equitable Financial Equi-vest	128812	PR041524-743	04/19/2024	05/09/2024	100.00	Equitable Finance Equi-vest	102225000 - Equivest
Equitable Financial Equi-vest	128812	PR042824-743	05/03/2024	05/09/2024	75.00	Equitable Finance Equi-vest	102225000 - Equivest
Equitable Financial Equi-vest	128812	PR042924-743	05/03/2024	05/09/2024	100.00	Equitable Finance Equi-vest	102225000 - Equivest
					\$350.00		
					\$350.00		

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Ervin, Jacob	128664	JE04252024	04/26/2024	04/26/2024	50.00	SJC Clerk's office	103222000 - Marriage Licenses
					\$50.00		
Farmers Telecommunications Inc	128526	2024031816015	03/20/2024	04/15/2024	0.09	6921 Cedar Point Volunteer Fire	104225280 - Telephone
Farmers Telecommunications Inc	128526	20240411114006	04/15/2024	04/15/2024	55.08	6921 Cedar Point Volunteer Fire	104225280 - Telephone
					\$55.17		
					\$55.17		
Fastenal Company	128606	COBAY78968	04/24/2024	04/25/2024	725.99	SJC Road	214412250 - Equipment Operation
Fastenal Company	128606	COBAY78969	04/25/2024	04/25/2024	196.23	SJC Road	214412250 - Equipment Operation
					\$922.22		
Fastenal Company	128665	COBAY79134	04/26/2024	04/26/2024	275.12	SJC Road	214412250 - Equipment Operation
Fastenal Company	128708	COBAY79135	05/02/2024	05/03/2024	1,039.65	SJC Road	214412250 - Equipment Operation
Fastenal Company	128841	COBAY79329	05/14/2024	05/14/2024	439.57	SJC Road	214412250 - Equipment Operation
Fastenal Company	128841	COBAY79330	05/14/2024	05/14/2024	18.92	SJC Road	214412250 - Equipment Operation
					\$458.49		
					\$2,695.48		
Financial Pacific Leasing	128607	2024041808493	04/24/2024	04/25/2024	30,647.04	Vehicle Lease	104210255 - Equipment Rental
					\$30,647.04		
Fitzgerald Law Office LLC	128709	FLO_jhatathle_0	05/01/2024	05/03/2024	472.50	SJC Attorney	104126615 - Contracts
Fitzgerald Law Office LLC	128709	FLO_Lschrock	05/01/2024	05/03/2024	787.50	SJC Attorney	104126615 - Contracts
Fitzgerald Law Office LLC	128709	FLO_Mkamensk	05/01/2024	05/03/2024	1,050.00	SJC Attorney	104126615 - Contracts
Fitzgerald Law Office LLC	128709	FLO_Peabody_0	05/01/2024	05/03/2024	857.50	SJC Attorney	104126615 - Contracts
Fitzgerald Law Office LLC	128709	FLO_rbro, ebro, j	05/01/2024	05/03/2024	682.50	SJC Attorney	104126615 - Contracts
Fitzgerald Law Office LLC	128709	FLO_Tbenally_0	05/01/2024	05/03/2024	1,518.00	SJC Attorney	104126615 - Contracts
					\$5,368.00		
					\$5,368.00		
FleetPride Inc	128608	115785270	04/25/2024	04/25/2024	71.68	SJC Road Dept	214412250 - Equipment Operation
					\$71.68		
Four Corners Welding & Gas	128538	CC389597	04/15/2024	04/15/2024	118.84	SJC Road Dept	214412250 - Equipment Operation
Four Corners Welding & Gas	128666	CC389594	04/25/2024	04/26/2024	189.42	SJC Road Dept	214412250 - Equipment Operation
Four Corners Welding & Gas	128666	CC389834	04/24/2024	04/26/2024	67.91	SJC Ambulance Services	264350610 - Miscellaneous Supplie
Four Corners Welding & Gas	128666	CC389836	04/25/2024	04/26/2024	240.82	SJC Road Dept	214412250 - Equipment Operation
Four Corners Welding & Gas	128666	CC389837	04/25/2024	04/26/2024	1,360.00	SJC Road Dept	214412250 - Equipment Operation
Four Corners Welding & Gas	128666	CC389838	04/25/2024	04/26/2024	118.84	SJC Road Dept	214412250 - Equipment Operation
					\$1,976.99		
Four Corners Welding & Gas	128710	CC390261	05/01/2024	05/03/2024	118.84	SJC Road Dept	214412250 - Equipment Operation
Four Corners Welding & Gas	128765	GR0018716	05/03/2024	05/06/2024	37.00	SJC Landfill	574424610 - Miscellaneous Supplie
Four Corners Welding & Gas	128842	CC390458	05/13/2024	05/14/2024	138.72	SJC Road Dept	214412250 - Equipment Operation

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Four Corners Welding & Gas	128842	GR00186717	05/13/2024	05/14/2024	105.00	SJC Road Dept	214412250 - Equipment Operation
					\$243.72		
					\$2,495.39		
Four States Tire & Service	128562	384574	04/15/2024	04/15/2024	1,299.97	SJC Road	214412250 - Equipment Operation
Four States Tire & Service	128667	384571	04/25/2024	04/26/2024	334.20	SJC Road	214412250 - Equipment Operation
Four States Tire & Service	128667	384768	04/25/2024	04/26/2024	1,251.88	SJC Road	214412250 - Equipment Operation
					\$1,586.08		
Four States Tire & Service	128711	385254	05/02/2024	05/03/2024	2,080.30	SJC Road	214412250 - Equipment Operation
Four States Tire & Service	128766	385255	05/03/2024	05/06/2024	5,628.32	SJC Road	214412250 - Equipment Operation
Four States Tire & Service	128766	385468	05/03/2024	05/06/2024	3,162.16	SJC Road	214412250 - Equipment Operation
					\$8,790.48		
Four States Tire & Service	128843	385688	05/14/2024	05/14/2024	2,783.22	SJC Road	214412250 - Equipment Operation
					\$16,540.05		
Freestone, Natalie	128712	NF04242024	05/02/2024	05/03/2024	132.00	Travel Reimbursement	104686230 - Travel Expense
Freestone, Natalie	128712	NF04252024	05/02/2024	05/03/2024	87.00	Travel Reimbursement	104675230 - Travel Expense
					\$219.00		
					\$219.00		
Frontier	128713	2024042613345	05/02/2024	05/03/2024	197.67	435-587-2797-030304-8	104225280 - Telephone
Frontier	128713	2024042613351	05/02/2024	05/03/2024	227.77	435-651-3351-082400-8	104225280 - Telephone
Frontier	128713	2024042613383	05/02/2024	05/03/2024	285.84	435-727-3440-062308-8	104225280 - Telephone
					\$711.28		
					\$711.28		
Frontier Contracting Inc	128844	39185	05/13/2024	05/14/2024	2,526.40	SJC Road	214412250 - Equipment Operation
					\$2,526.40		
Fuel Network	128611	F2409E00920	04/24/2024	04/25/2024	28.59	Justice Court	104122251 - Gas, Oil and Grease
Fuel Network	128611	F2409E00920	04/24/2024	04/25/2024	83.90	Library	724167251 - Gas, Oil and Grease
Fuel Network	128611	F2409E00920	04/24/2024	04/25/2024	84.09	Surveyor	104173251 - Gas, Oil and Grease
Fuel Network	128611	F2409E00920	04/24/2024	04/25/2024	110.74	Surveyor	104147251 - Gas, Oil and Grease
Fuel Network	128611	F2409E00920	04/24/2024	04/25/2024	202.79	Economic Development	104193251 - Gas, Oil and Grease
Fuel Network	128611	F2409E00920	04/24/2024	04/25/2024	407.49	Buildings and Grounds	104161251 - Gas, Oil and Grease
Fuel Network	128611	F2409E00920	04/24/2024	04/25/2024	443.19	Counseling	214412251 - Gas, Oil and Grease
Fuel Network	128611	F2409E00920	04/24/2024	04/25/2024	487.93	Building Inspector	104242251 - Gas, Oil and Grease
Fuel Network	128611	F2409E00920	04/24/2024	04/25/2024	559.83	Public Health	255012.251 - Local General Health
Fuel Network	128611	F2409E00920	04/24/2024	04/25/2024	812.08	Commission	104111251 - Gas, Oil and Grease
Fuel Network	128611	F2409E00920	04/24/2024	04/25/2024	812.32	Fire	104225251 - Gas, Oil and Grease
Fuel Network	128611	F2409E00920	04/24/2024	04/25/2024	1,130.11	Aging	104672251 - Gas, Oil and Grease
Fuel Network	128611	F2409E00920	04/24/2024	04/25/2024	1,299.43	Ambulance	264350251 - Gas, Oil and Grease
Fuel Network	128611	F2409E00920	04/24/2024	04/25/2024	4,077.82	Landfill	574424251 - Gas, Oil and Grease
Fuel Network	128611	F2409E00920	04/24/2024	04/25/2024	13,446.22	Sheriff's Office	104210251 - Gas, Oil and Grease
Fuel Network	128611	F2409E00920	04/24/2024	04/25/2024	27,125.58	SJC Road Dept	214412251 - Gas, Oil and Grease
					\$51,112.11		

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Fuel Network	128845	F2410E00924	05/14/2024	05/14/2024	47.14	Elections	104173251 - Gas, Oil and Grease
Fuel Network	128845	F2410E00924	05/14/2024	05/14/2024	54.02	Justice Court	104122251 - Gas, Oil and Grease
Fuel Network	128845	F2410E00924	05/14/2024	05/14/2024	111.95	Landfill	724167251 - Gas, Oil and Grease
Fuel Network	128845	F2410E00924	05/14/2024	05/14/2024	140.16	Assessor	104146251 - Gas, Oil and Grease
Fuel Network	128845	F2410E00924	05/14/2024	05/14/2024	180.97	Economic Development	104193251 - Gas, Oil and Grease
Fuel Network	128845	F2410E00924	05/14/2024	05/14/2024	593.85	Buildings and Grounds	104161251 - Gas, Oil and Grease
Fuel Network	128845	F2410E00924	05/14/2024	05/14/2024	600.60	Building Inspector	104242251 - Gas, Oil and Grease
Fuel Network	128845	F2410E00924	05/14/2024	05/14/2024	812.90	Counseling	214412251 - Gas, Oil and Grease
Fuel Network	128845	F2410E00924	05/14/2024	05/14/2024	877.30	Building Inspector	104111251 - Gas, Oil and Grease
Fuel Network	128845	F2410E00924	05/14/2024	05/14/2024	969.67	Public Health	255012.251 - Local General Health
Fuel Network	128845	F2410E00924	05/14/2024	05/14/2024	1,138.13	Fire	104225251 - Gas, Oil and Grease
Fuel Network	128845	F2410E00924	05/14/2024	05/14/2024	1,402.65	Landfill	574424251 - Gas, Oil and Grease
Fuel Network	128845	F2410E00924	05/14/2024	05/14/2024	1,551.45	Ambulance	264350251 - Gas, Oil and Grease
Fuel Network	128845	F2410E00924	05/14/2024	05/14/2024	1,576.22	Aging	104672251 - Gas, Oil and Grease
Fuel Network	128845	F2410E00924	05/14/2024	05/14/2024	13,901.63	Sheriff's Office	104210251 - Gas, Oil and Grease
Fuel Network	128845	F2410E00924	05/14/2024	05/14/2024	35,910.68	SJC Road Dept	214412251 - Gas, Oil and Grease
					<u>\$59,869.32</u>		
					\$110,981.43		
Gallegos, David	128846	DG05142024	05/14/2024	05/14/2024	61.00	CDL Renewal	104220615 - Contracts
					<u>\$61.00</u>		
Garcia, Thomas	128536	TG04112024	04/15/2024	04/15/2024	115.50	Planning and Zoning Meeting	104114620 - Miscellaneous Services
					<u>\$115.50</u>		
Grainger	128847	9106253447	05/14/2024	05/14/2024	9.37	SJC Admin Building	454161725 - Building Improvements
Grainger	128847	9106462568	05/14/2024	05/14/2024	5.14	SJC Admin Building	104161260 - Buildings and Grounds
					<u>\$14.51</u>		
					<u>\$14.51</u>		
Grand County	128612	2024041709453	04/24/2024	04/25/2024	3,504.09	SJC Road Dept	214415615 - Contracts
					<u>\$3,504.09</u>		
Happy Morgan Law	128613	HML_04082024	04/16/2024	04/25/2024	3,255.00	Happy Morgan	104126310 - Professional and Tech
Happy Morgan Law	128767	HML_05012024	05/06/2024	05/06/2024	5,486.25	Happy Morgan	104126310 - Professional and Tech
					<u>\$8,741.25</u>		
Harvey, Jamie	128522	JH04152024	04/15/2024	04/15/2024	26.00	Travel Reimbursement	104111230 - Travel Expense
					<u>\$26.00</u>		
Hazleton, Lyon W. II	128714	LH04302024	05/01/2024	05/03/2024	711.00		104122230 - Travel Expense
					<u>\$711.00</u>		
HealthEquity Inc.	EFT	9mcugx7-P	04/19/2024	04/19/2024	808.59	HSA - Employee Contributions Addl Amounts	102228000 - HSA
HealthEquity Inc.	EFT	PR041424-4210	04/19/2024	04/19/2024	6,726.69	Health Saving Account Contributions	102228000 - HSA
HealthEquity Inc.	EFT	PR041524-4210	04/19/2024	04/19/2024	782.18	Health Saving Account Contributions	102228000 - HSA
					<u>\$8,317.46</u>		
					<u>\$8,317.46</u>		

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Hernandez, Charles	128715	CH042524	05/02/2024	05/03/2024	150.00	Expense Reimbursement	255062.310 - Tobacco Compliance
					\$150.00		
Holland Equipment Company	128614	30526	04/24/2024	04/25/2024	210,974.00	SJC Road Dept	214414740 - Equipment Purchases
Holland Equipment Company	128716	30490	05/02/2024	05/03/2024	732.70	SJC Road Dept	214412250 - Equipment Operation
Holland Equipment Company	128716	30517	05/01/2024	05/03/2024	1,281.46	SJC Road Dept	214412250 - Equipment Operation
Holland Equipment Company	128716	30538	05/02/2024	05/03/2024	79.50	SJC Road Dept	214412250 - Equipment Operation
					\$2,093.66		
Holland Equipment Company	128848	30639	05/13/2024	05/14/2024	1,024.00	SJC Road Dept	214412250 - Equipment Operation
					\$214,091.66		
Hondaland Corp.	128523	1686	04/15/2024	04/15/2024	37.42	SJC Road Dept	214412250 - Equipment Operation
					\$37.42		
Hozho'go lina 365 Utah Navajo He	128768	UNHS022724	05/06/2024	05/06/2024	28,675.00	Tobacco Prevention & Control Program	255064.615 - E-CIG Grants Contrac
					\$28,675.00		
Husted, Jana	128669	JH04242024	04/26/2024	04/26/2024	150.00	Vehicle Detailing	104150250 - Equipment Operation
					\$150.00		
Idemia Identity & Security	128769	168261	05/03/2024	05/06/2024	3,598.00	SJC Sheriff	104210210 - Subscriptions and Me
					\$3,598.00		
ImageNet Consulting LLC	128560	INV873513	04/15/2024	04/15/2024	774.09	SJC Clerk	104150240 - Office Expense
ImageNet Consulting LLC	128560	INV873755	04/15/2024	04/15/2024	43.95	SJC Clerk	104150240 - Office Expense
					\$818.04		
ImageNet Consulting LLC	128615	INV885883	04/24/2024	04/25/2024	200.25	SJC Admin	104150310 - Professional and Tech
ImageNet Consulting LLC	128670	INV895647	04/26/2024	04/26/2024	565.41	SJC Clerk	104150240 - Office Expense
ImageNet Consulting LLC	128670	INV900353	04/26/2024	04/26/2024	79.14	SJC Road Dept	214414240 - Office Expense
					\$644.55		
ImageNet Consulting LLC	128770	2024050313480	05/06/2024	05/06/2024	31.48	SJC Admin	104134240 - Office Expense
					\$1,694.32		
Imperial Privacy Systems, LLC	128671	208792	04/26/2024	04/26/2024	540.00	SJC Sheriff	104166260 - Buildings and Grounds
					\$540.00		
Inmate Calling Solutions	128849	9058, 9378	05/14/2024	05/14/2024	8,019.77	SJC SHERIFF	274230350 - Inmate Commissary Ex
					\$8,019.77		
Intermountain Farmers Assoc.	128850	1020672497	05/14/2024	05/14/2024	102.00	SJC Maintenance	724167260 - Buildings and Grounds
Intermountain Farmers Assoc.	128850	1020672497	05/14/2024	05/14/2024	102.00	SJC Maintenance	724168260 - Buildings and Grounds
Intermountain Farmers Assoc.	128850	1020672497	05/14/2024	05/14/2024	225.76	SJC Maintenance	104161260 - Buildings and Grounds
Intermountain Farmers Assoc.	128850	1020672497	05/14/2024	05/14/2024	255.00	SJC Maintenance	104166260 - Buildings and Grounds
					\$684.76		
					\$684.76		

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Intermountain Health Care	128548	148-1264619305	04/15/2024	04/15/2024	305.01	SJC Public Health	255400.310 - Cancer Screening Pro
					\$305.01		
Interstate Billing Service	128851	S-0199237	05/13/2024	05/14/2024	1,186.79	SJC ROAD	214412250 - Equipment Operation
					\$1,186.79		
IRS - EFTPS	eft	6936789	02/06/2024	05/15/2024	14,229.00	Overpaid payroll taxes	102222000 - Federal Tax W/H Paya
IRS - EFTPS	eft	7240589	02/06/2024	05/15/2024	5,334.68	Overpaid payroll taxes	102222000 - Federal Tax W/H Paya
					\$19,563.68		
IRS - EFTPS	EFT	PR033124-575	04/10/2024	04/23/2024	23.78	Medicare Tax	102221000 - FICA Payable
IRS - EFTPS	EFT	PR033124-575	04/10/2024	04/23/2024	101.68	Social Security Tax	102221000 - FICA Payable
IRS - EFTPS	EFT	PR041424-575	04/19/2024	04/19/2024	9,086.90	Medicare Tax	102221000 - FICA Payable
IRS - EFTPS	EFT	PR041424-575	04/19/2024	04/19/2024	20,252.83	Federal Income Tax	102222000 - Federal Tax W/H Paya
IRS - EFTPS	EFT	PR041424-575	04/19/2024	04/19/2024	38,853.80	Social Security Tax	102221000 - FICA Payable
IRS - EFTPS	EFT	PR041524-575	04/19/2024	04/19/2024	1,338.76	Medicare Tax	102221000 - FICA Payable
IRS - EFTPS	EFT	PR041524-575	04/19/2024	04/19/2024	3,551.67	Federal Income Tax	102222000 - Federal Tax W/H Paya
IRS - EFTPS	EFT	PR041524-575	04/19/2024	04/19/2024	5,724.56	Social Security Tax	102221000 - FICA Payable
IRS - EFTPS	EFT	PR042824-575	05/03/2024	05/03/2024	9,494.00	Medicare Tax	102221000 - FICA Payable
IRS - EFTPS	EFT	PR042824-575	05/03/2024	05/03/2024	23,279.99	Federal Income Tax	102222000 - Federal Tax W/H Paya
IRS - EFTPS	EFT	PR042824-575	05/03/2024	05/03/2024	40,594.36	Social Security Tax	102221000 - FICA Payable
IRS - EFTPS	EFT	PR042924-575	05/03/2024	05/03/2024	1,333.04	Medicare Tax	102221000 - FICA Payable
IRS - EFTPS	EFT	PR042924-575	05/03/2024	05/03/2024	3,377.14	Federal Income Tax	102222000 - Federal Tax W/H Paya
IRS - EFTPS	EFT	PR042924-575	05/03/2024	05/03/2024	5,699.96	Social Security Tax	102221000 - FICA Payable
					\$162,712.47		
					\$182,276.15		
J.M. Custom & Industrial	128853	5497	05/13/2024	05/14/2024	175.68	SJC Maintenance	454850310 - Professional and Tech
					\$175.68		
Jackson Group Peterbilt	128771	243868GJ	05/03/2024	05/06/2024	73.09	SJC Road Dept	214412250 - Equipment Operation
Jackson Group Peterbilt	128771	244405GJ	05/03/2024	05/06/2024	98.40	SJC Road Dept	214412250 - Equipment Operation
					\$171.49		
					\$171.49		
JB Restoration & Fabrication	128616	4125	04/25/2024	04/25/2024	930.00	SJC Road Dept	214412250 - Equipment Operation
					\$930.00		
JCI Billing Services	128617	373	04/24/2024	04/25/2024	2,360.00	SJC Ambulance Services	264350310 - Professional and Tech
JCI Billing Services	128617	374	04/24/2024	04/25/2024	1,840.00	SJC Ambulance Services	264350310 - Professional and Tech
JCI Billing Services	128617	375	04/24/2024	04/25/2024	1,360.00	SJC Ambulance Services	264350310 - Professional and Tech
JCI Billing Services	128617	376	04/24/2024	04/25/2024	1,200.00	SJC Ambulance Services	264350310 - Professional and Tech
JCI Billing Services	128617	377	04/24/2024	04/25/2024	760.00	SJC Ambulance Services	264350310 - Professional and Tech
					\$7,520.00		
					\$7,520.00		
John, Zoe	128717	ZJ042224	05/02/2024	05/03/2024	39.00	Travel Reimbursement	255296.230 - Health Disparities Trav

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John, Zoe	128717	ZJ042524	05/02/2024	05/03/2024	162.00	Travel Reimbursement	255283.230 - EED - CHW Travel ex
John, Zoe	128717	ZJ042624	05/02/2024	05/03/2024	74.00	Travel Reimbursement	255061.230 - Tobacco Prevention Tr
					<u>\$275.00</u>		
					\$275.00		
Jones & Demille Engineering	128570	0133851	04/15/2024	04/15/2024	1,978.25	2311-020.00	255620.615 - DEQ Water Quality Co
Jones & Demille Engineering	128618	133918	04/24/2024	04/25/2024	14,285.40	2111-005.00	454255615 - Contracts
Jones & Demille Engineering	128772	2204-024.00	05/03/2024	05/06/2024	1,010.68	2204-024.00	104192920 - Grants
Jones & Demille Engineering	128854	0134068	05/13/2024	05/14/2024	3,955.49	2311-020.00	255620.615 - DEQ Water Quality Co
					<u>\$21,229.82</u>		
Jones & DeMille Engineering, Inc	128773	0133636	05/06/2024	05/06/2024	2,237.63	SJC Public Health	255620.615 - DEQ Water Quality Co
					<u>\$2,237.63</u>		
JUB Engineers, Inc	128718	172345	05/01/2024	05/03/2024	6,000.00	LaSal Water Study	104150620 - Miscellaneous Service
					<u>\$6,000.00</u>		
K&H Integrated Print Solutions	128565	304027	04/15/2024	04/15/2024	1,371.30	SJC Elections	104173241 - Postage
					<u>\$1,371.30</u>		
K. Andrew Fitzgerald	128855	KAF_MTurner_0	05/14/2024	05/14/2024	4,606.25	SJC Attorney	104126615 - Contracts
					<u>\$4,606.25</u>		
Kemner, Laura	128672	LK04242024	04/26/2024	04/26/2024	1,104.64	Travel Reimbursement	104173230 - Travel Expense
					<u>\$1,104.64</u>		
Kenworth Sales Company	128619	5P12525	04/24/2024	04/25/2024	969.54	SJC Road	214412250 - Equipment Operation
Kenworth Sales Company	128619	5P12566	04/24/2024	04/25/2024	83.32	SJC Road	214412250 - Equipment Operation
					<u>\$1,052.86</u>		
Kenworth Sales Company	128673	5P12642	04/26/2024	04/26/2024	1,147.28	SJC Road	214412250 - Equipment Operation
Kenworth Sales Company	128673	5P12689	04/26/2024	04/26/2024	178.80	SJC Road	214412250 - Equipment Operation
Kenworth Sales Company	128673	5P12846	04/26/2024	04/26/2024	94.74	SJC Road	214412250 - Equipment Operation
Kenworth Sales Company	128673	5P12860	04/26/2024	04/26/2024	11.02	SJC Road	214412250 - Equipment Operation
					<u>\$1,431.84</u>		
Kenworth Sales Company	128719	5P12719	05/02/2024	05/03/2024	644.42	SJC Road	214412250 - Equipment Operation
Kenworth Sales Company	128719	5P12755	05/02/2024	05/03/2024	257.86	SJC Road	214412250 - Equipment Operation
Kenworth Sales Company	128719	5P12823	05/02/2024	05/03/2024	226.68	SJC Road	214412250 - Equipment Operation
Kenworth Sales Company	128719	5P12878	05/02/2024	05/03/2024	359.38	SJC Road	214412250 - Equipment Operation
Kenworth Sales Company	128719	5P13008	05/02/2024	05/03/2024	-644.42	SJC Road	214412250 - Equipment Operation
					<u>\$843.92</u>		
Kenworth Sales Company	128774	5P13067	05/03/2024	05/06/2024	400.16	SJC Road	214412250 - Equipment Operation
Kenworth Sales Company	128774	5P13068	05/03/2024	05/06/2024	691.78	SJC Road	214412250 - Equipment Operation
					<u>\$1,091.94</u>		
					\$4,420.56		

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Ketron, Tyler	128856	TK051024	05/13/2024	05/14/2024	82.00	TRAVEL REIMBURSEMENT	255007.230 - Indirect Admin Travel
					\$82.00		
Kirkwood, Joe	128857	942	05/13/2024	05/14/2024	209.95	SJC Road	214412250 - Equipment Operation
					\$209.95		
Knight, Sheila	128720	SK04302024	05/02/2024	05/03/2024	788.00	RN Waiver	104682615 - Contracts
					\$788.00		
Konexus	128775	18067	05/03/2024	05/06/2024	6,557.00	SJC AGING	104255740 - Equipment Purchases
					\$6,557.00		
Kunz PC	128858	111	05/13/2024	05/14/2024	2,182.50	SJC Atttorney	104156310 - Professional and Tech
					\$2,182.50		
KZMU Radio	128553	2024041208313	04/15/2024	04/15/2024	550.00	Day Sponsor	104193490 - Advertising and Promot
					\$550.00		
Labor Commission	128859	24E0000000014	05/14/2024	05/14/2024	85.00	SJC Public Safety Building	104166310 - Professional and Tech
					\$85.00		
Larry H. Miller	128620	PMTS-2107246	04/24/2024	04/25/2024	185.20	SJC Road Dept	214412250 - Equipment Operation
					\$185.20		
Lefthand, Bernice	128860	BL05012024	05/13/2024	05/14/2024	754.06	Election Worker	104173310 - Professional and Tech
					\$754.06		
Life-Assist Inc.	128621	1399773	04/24/2024	04/25/2024	625.09	SJC Emergency Svc.	264350610 - Miscellaneous Supplie
Life-Assist Inc.	128621	1423424	04/24/2024	04/25/2024	1,364.94	SJC Emergency Svc.	264350610 - Miscellaneous Supplie
					\$1,990.03		
					\$1,990.03		
Lincoln National Life Insurance Co	128575	March 2024	04/15/2024	04/15/2024	7,026.11	Life Insurance Benefits	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	128813	PR041424-3938	04/19/2024	05/09/2024	929.80	Long Term Disability	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	128813	PR041424-3938	04/19/2024	05/09/2024	1,526.35	Lincoln Financial	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	128813	PR041524-3938	04/19/2024	05/09/2024	68.35	Lincoln Financial	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	128813	PR041524-3938	04/19/2024	05/09/2024	142.81	Long Term Disability	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	128813	PR042824-3938	05/03/2024	05/09/2024	938.07	Long Term Disability	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	128813	PR042824-3938	05/03/2024	05/09/2024	2,681.79	Lincoln Financial	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	128813	PR042924-3938	05/03/2024	05/09/2024	144.64	Long Term Disability	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	128813	PR042924-3938	05/03/2024	05/09/2024	287.91	Lincoln Financial	102236000 - Lincoln Financial
					\$6,719.72		
					\$13,745.83		
Livingston, Travis	128861	TL05082024	05/14/2024	05/14/2024	300.00	SJC Justice Court	103511000 - Justice Court Fines
					\$300.00		

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Long, Lourdes	128721	LL042224	05/02/2024	05/03/2024	162.00	Travel Reimbursement	255283.230 - EED - CHW Travel ex
					\$162.00		
Long, Roxy	128566	RL04092024	04/15/2024	04/15/2024	1,755.00	Nursing Services	104230312 - Medical Expenses
Long, Roxy	128862	RL04302024	05/13/2024	05/14/2024	1,440.00	Nursing Services	104230312 - Medical Expenses
					\$3,195.00		
Lyle Northern Electric Inc.	128674	3332	04/26/2024	04/26/2024	2,655.00	SJC Public Safety	104166310 - Professional and Tech
					\$2,655.00		
Main Street Drug and Boutique	128622	1066_03312024	04/24/2024	04/25/2024	67.84	SJC Sheriff	104230312 - Medical Expenses
					\$67.84		
Maxwell Products Inc.	128675	INV4869	04/26/2024	04/26/2024	27,473.59	SJC Road Dept	214414410 - Road Supplies
Maxwell Products Inc.	128863	INV4933	05/13/2024	05/14/2024	25,369.71	SJC Road Dept	214414410 - Road Supplies
					\$52,843.30		
McDonald, Mack	128557	MM04152024	04/15/2024	04/15/2024	643.40	Travel Reimbursement	104113230 - Travel Expense
					\$643.40		
McNeely, Jerry	128722	JM05012024	05/01/2024	05/03/2024	1,500.00	Independant Contractor	104112310 - Professional and Techn
					\$1,500.00		
Melissa Argyle RD CD	128864	INV0330	05/13/2024	05/14/2024	150.00	Nutrition Consulting	104677615 - Contracts
Melissa Argyle RD CD	128864	INV0330	05/13/2024	05/14/2024	150.00	Nutrition Consulting	104678615 - Contracts
					\$300.00		
					\$300.00		
MetLife Group Benefits	128814	PR041424-5230	04/19/2024	05/09/2024	569.82	Dental Employee Only	102230000 - Metlife Dental
MetLife Group Benefits	128814	PR041424-5230	04/19/2024	05/09/2024	852.24	Dental Employee +1	102230000 - Metlife Dental
MetLife Group Benefits	128814	PR041424-5230	04/19/2024	05/09/2024	2,894.82	Dental Family	102230000 - Metlife Dental
MetLife Group Benefits	128814	PR041524-5230	04/19/2024	05/09/2024	31.46	Dental Employee +1	102230000 - Metlife Dental
MetLife Group Benefits	128814	PR041524-5230	04/19/2024	05/09/2024	31.50	Dental Employee Only	102230000 - Metlife Dental
MetLife Group Benefits	128814	PR041524-5230	04/19/2024	05/09/2024	579.81	Dental Family	102230000 - Metlife Dental
MetLife Group Benefits	128814	PR042824-5230	05/03/2024	05/09/2024	569.82	Dental Employee Only	102230000 - Metlife Dental
MetLife Group Benefits	128814	PR042824-5230	05/03/2024	05/09/2024	852.24	Dental Employee +1	102230000 - Metlife Dental
MetLife Group Benefits	128814	PR042824-5230	05/03/2024	05/09/2024	2,894.82	Dental Family	102230000 - Metlife Dental
MetLife Group Benefits	128814	PR042924-5230	05/03/2024	05/09/2024	31.46	Dental Employee +1	102230000 - Metlife Dental
MetLife Group Benefits	128814	PR042924-5230	05/03/2024	05/09/2024	31.50	Dental Employee Only	102230000 - Metlife Dental
MetLife Group Benefits	128814	PR042924-5230	05/03/2024	05/09/2024	579.81	Dental Family	102230000 - Metlife Dental
					\$9,919.30		
					\$9,919.30		
Mexican Hat Special Serv Dist.	128723	MHSSD0501202	05/01/2024	05/03/2024	500.00	Mexican Hat Special Serv Dist	104850915 - Contributions to Other
					\$500.00		

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Minerals Technology Corp.	128623	14223S	04/24/2024	04/25/2024	1,625.48	SJC Road Dept	214412250 - Equipment Operation
Minerals Technology Corp.	128865	14233R	05/13/2024	05/14/2024	1,349.58	SJC Road Dept	214412250 - Equipment Operation
					\$2,975.06		
Monticello City	128624	2024041808154	04/24/2024	04/25/2024	157.92	1.9412.1 Ambulance Garage	264350270 - Utilities
Monticello City	128776	2024050207514	05/03/2024	05/06/2024	100.00	195461 Hideout Billing	104672270 - Utilities
Monticello City	128776	2024050214482	05/03/2024	05/06/2024	3,984.87	1.9546.1 Hideout Billing	104672270 - Utilities
					\$4,084.87		
Monticello City	128866	35601_0430202	05/14/2024	05/14/2024	9.49	SJC Fairgrounds	104620270 - Utilities
Monticello City	128866	35601_0430202	05/14/2024	05/14/2024	56.92	EMS	104225270 - Utilities
Monticello City	128866	35601_0430202	05/14/2024	05/14/2024	56.92	EMS	104225270 - Utilities
Monticello City	128866	35601_0430202	05/14/2024	05/14/2024	60.00	Mont Annex	104165270 - Utilities
Monticello City	128866	35601_0430202	05/14/2024	05/14/2024	70.00	Fairgrounds	104620270 - Utilities
Monticello City	128866	35601_0430202	05/14/2024	05/14/2024	110.00	Library	724167270 - Utilities
Monticello City	128866	35601_0430202	05/14/2024	05/14/2024	196.16	SJC Courthouse	104161270 - Utilities
Monticello City	128866	35601_0430202	05/14/2024	05/14/2024	302.52	Road Shed	214414270 - Utilities
Monticello City	128866	35601_0430202	05/14/2024	05/14/2024	1,735.47	Public Safety	104166270 - Utilities
					\$2,597.48		
					\$6,840.27		
Monticello Mercantile	128531	C313493	04/15/2024	04/15/2024	17.99	SJC Road	214412250 - Equipment Operation
Monticello Mercantile	128531	C314045	04/15/2024	04/15/2024	15.94	SJC Econ Dev	104193920 - Grants
Monticello Mercantile	128531	C314383	04/15/2024	04/15/2024	29.99	SJC Sheriff	104230312 - Medical Expenses
Monticello Mercantile	128531	C314507	04/15/2024	04/15/2024	12.58	SJC Sheriff	104210610 - Miscellaneous Supplie
Monticello Mercantile	128531	E31928	04/15/2024	04/15/2024	23.29	SJC Road	214414260 - Buildings and Grounds
					\$99.79		
Monticello Mercantile	128625	C312896	04/24/2024	04/25/2024	10.99	SJC Ambulance	264350330 - Employee Education
Monticello Mercantile	128625	C314010	04/25/2024	04/25/2024	5.96	SJC Road	214412250 - Equipment Operation
Monticello Mercantile	128625	C314118	04/25/2024	04/25/2024	2.98	SJC Road	214412250 - Equipment Operation
Monticello Mercantile	128625	C314137	04/25/2024	04/25/2024	2.98	Monticello Library	724581240 - Office Expense
Monticello Mercantile	128625	C314204	04/25/2024	04/25/2024	10.17	SJC Maintenance	104161260 - Buildings and Grounds
Monticello Mercantile	128625	C314205	04/25/2024	04/25/2024	36.99	SJC Road	214412250 - Equipment Operation
Monticello Mercantile	128625	C314213	04/25/2024	04/25/2024	2.98	SJC Maintenance	104161260 - Buildings and Grounds
Monticello Mercantile	128625	C314314	04/25/2024	04/25/2024	1.49	SJC Maintenance	104166260 - Buildings and Grounds
Monticello Mercantile	128625	C314419	04/24/2024	04/25/2024	43.46	SJC Ambulance	264350330 - Employee Education
Monticello Mercantile	128625	C314496	04/24/2024	04/25/2024	4.99	SJC Ambulance	264350610 - Miscellaneous Supplie
Monticello Mercantile	128625	C314528	04/25/2024	04/25/2024	79.99	SJC Road	214412250 - Equipment Operation
Monticello Mercantile	128625	E31898	04/24/2024	04/25/2024	10.98	SJC Ambulance	264350330 - Employee Education
					\$213.96		
Monticello Mercantile	128676	C313661	04/26/2024	04/26/2024	18.99	SJC Clerk	104173610 - Miscellaneous Supplie
Monticello Mercantile	128676	C314520	04/26/2024	04/26/2024	4.99	SJC Maintenance	104161260 - Buildings and Grounds
Monticello Mercantile	128676	C314654	04/26/2024	04/26/2024	21.36	SJC Maintenance	104166260 - Buildings and Grounds
Monticello Mercantile	128676	C315408	04/26/2024	04/26/2024	11.99	SJC Recorder	104144240 - Office Expense
Monticello Mercantile	128676	C315414	04/26/2024	04/26/2024	29.98	SJC Maintenance	104161260 - Buildings and Grounds
Monticello Mercantile	128676	C315470	04/26/2024	04/26/2024	6.58	SJC Maintenance	104166260 - Buildings and Grounds

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Monticello Mercantile	128676	C315491	04/26/2024	04/26/2024	15.78	SJC Weed Dept	104256260 - Buildings and Grounds
Monticello Mercantile	128676	C315549	04/26/2024	04/26/2024	19.77	SJC Maintenance	104166260 - Buildings and Grounds
Monticello Mercantile	128676	C315558	04/26/2024	04/26/2024	7.49	SJC Econ Dev	104193240 - Office Expense
Monticello Mercantile	128676	C315562	04/26/2024	04/26/2024	8.95	SJC Maintenance	104166260 - Buildings and Grounds
Monticello Mercantile	128676	C315577	04/26/2024	04/26/2024	54.82	SJC Maintenance	104166260 - Buildings and Grounds
Monticello Mercantile	128676	C315580	04/26/2024	04/26/2024	36.99	SJC Sheriff	104210610 - Miscellaneous Supplie
Monticello Mercantile	128676	C315706	04/26/2024	04/26/2024	35.98	SJC Maintenance	104166260 - Buildings and Grounds
Monticello Mercantile	128676	C315729	04/26/2024	04/26/2024	22.99	SJC Maintenance	104161260 - Buildings and Grounds
Monticello Mercantile	128676	C315730	04/26/2024	04/26/2024	25.44	SJC Maintenance	104166260 - Buildings and Grounds
					\$322.10		
Monticello Mercantile	128724	C314171	05/02/2024	05/03/2024	27.99	SJC Fire	104225260 - Buildings and Grounds
Monticello Mercantile	128724	C314543	05/02/2024	05/03/2024	27.77	SJC Fire	104225260 - Buildings and Grounds
Monticello Mercantile	128724	C314885	05/02/2024	05/03/2024	21.98	SJC Road	214412250 - Equipment Operation
					\$77.74		
Monticello Mercantile	128867	C278975	05/14/2024	05/14/2024	21.97	SJC Assessor	104146240 - Office Expense
Monticello Mercantile	128867	C278983	05/14/2024	05/14/2024	29.98	SJC Assessor	104146240 - Office Expense
Monticello Mercantile	128867	C282974	05/13/2024	05/14/2024	13.98	SJC Sheriff	104230610 - Miscellaneous Supplie
Monticello Mercantile	128867	C287386	05/14/2024	05/14/2024	12.49	SJC Assessor	104146240 - Office Expense
Monticello Mercantile	128867	C294115	05/14/2024	05/14/2024	5.19	SJC BUILDING INSP	104242240 - Office Expense
Monticello Mercantile	128867	C295219	05/13/2024	05/14/2024	4.20	SJC Sheriff	104230610 - Miscellaneous Supplie
Monticello Mercantile	128867	C295981	05/14/2024	05/14/2024	46.02	SJC Assessor	104146240 - Office Expense
Monticello Mercantile	128867	C297235	05/14/2024	05/14/2024	9.99	SJC Recorder	104144240 - Office Expense
Monticello Mercantile	128867	C297878	05/14/2024	05/14/2024	5.99	SJC Recorder	104144240 - Office Expense
Monticello Mercantile	128867	C300379	05/14/2024	05/14/2024	10.56	SJC Recorder	104144240 - Office Expense
Monticello Mercantile	128867	C310547	05/06/2024	05/14/2024	6.99	SJC Fire	104225260 - Buildings and Grounds
Monticello Mercantile	128867	C315915	05/03/2024	05/14/2024	17.97	SJC Sheriff	104210610 - Miscellaneous Supplie
Monticello Mercantile	128867	C316167	05/13/2024	05/14/2024	11.49	SJC Sheriff	104230350 - State Prisoner Expens
Monticello Mercantile	128867	C316460	05/03/2024	05/14/2024	13.99	SJC Econ Dev	104193240 - Office Expense
Monticello Mercantile	128867	C316487	05/13/2024	05/14/2024	5.98	SJC Weed Dept	104256260 - Buildings and Grounds
Monticello Mercantile	128867	C316946	05/13/2024	05/14/2024	11.99	SJC Weed Dept	104256250 - Equipment Operation
Monticello Mercantile	128867	C316947	05/13/2024	05/14/2024	9.16	SJC Weed Dept	104256250 - Equipment Operation
Monticello Mercantile	128867	C317004	05/14/2024	05/14/2024	28.99	SJC Road	214412250 - Equipment Operation
Monticello Mercantile	128867	C317020	05/14/2024	05/14/2024	10.28	SJC Road	214412250 - Equipment Operation
Monticello Mercantile	128867	C317040	05/14/2024	05/14/2024	19.27	SJC Maintenance	104166260 - Buildings and Grounds
Monticello Mercantile	128867	C317166	05/14/2024	05/14/2024	19.99	SJC Maintenance	104161260 - Buildings and Grounds
Monticello Mercantile	128867	C317246	05/13/2024	05/14/2024	5.49	SJC Sheriff	104230350 - State Prisoner Expens
Monticello Mercantile	128867	C317346	05/14/2024	05/14/2024	13.99	SJC Road	104256250 - Equipment Operation
Monticello Mercantile	128867	C317410	05/14/2024	05/14/2024	8.49	SJC Maintenance	104161260 - Buildings and Grounds
Monticello Mercantile	128867	C317436	05/14/2024	05/14/2024	15.52	SJC Maintenance	104161260 - Buildings and Grounds
					\$359.96		
Monticello Mercantile	128915	C295666	05/15/2024	05/15/2024	-3.90	SJC Sheriff	104230240 - Office Expense
Monticello Mercantile	128915	C301658	05/15/2024	05/15/2024	17.99	SJC Ambulance	264350610 - Miscellaneous Supplie
Monticello Mercantile	128915	C307424	05/15/2024	05/15/2024	561.44	SJC Sheriff	104230350 - State Prisoner Expens
Monticello Mercantile	128915	C308088	05/15/2024	05/15/2024	5.99	SJC Ambulance	264350610 - Miscellaneous Supplie
Monticello Mercantile	128915	C308481	05/15/2024	05/15/2024	10.99	SJC Ambulance	264350610 - Miscellaneous Supplie
Monticello Mercantile	128915	C308674	05/15/2024	05/15/2024	29.99	SJC Ambulance	264350610 - Miscellaneous Supplie

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Monticello Mercantile	128915	C308935	05/15/2024	05/15/2024	12.99	SJC Ambulance	264350610 - Miscellaneous Supplie
Monticello Mercantile	128915	C309225	05/15/2024	05/15/2024	2.29	SJC Ambulance	264350610 - Miscellaneous Supplie
Monticello Mercantile	128915	C309519	05/15/2024	05/15/2024	4.58	SJC Ambulance	264350610 - Miscellaneous Supplie
Monticello Mercantile	128915	C309974	05/15/2024	05/15/2024	6.58	SJC Ambulance	264350610 - Miscellaneous Supplie
Monticello Mercantile	128915	C309980	05/15/2024	05/15/2024	11.49	SJC Ambulance	264350610 - Miscellaneous Supplie
Monticello Mercantile	128915	C314639	05/15/2024	05/15/2024	14.98	SJC Ambulance	264350610 - Miscellaneous Supplie
Monticello Mercantile	128915	C315055	05/15/2024	05/15/2024	6.49	SJC Ambulance	264350610 - Miscellaneous Supplie
Monticello Mercantile	128915	C317269	05/15/2024	05/15/2024	17.89	SJC Sheriff	104210610 - Miscellaneous Supplie
Monticello Mercantile	128915	C317540	05/15/2024	05/15/2024	12.99	SJC Sheriff	104230240 - Office Expense
					\$712.78		
					\$1,786.33		
Morgan Mechanical LLC	128868	0025	05/14/2024	05/14/2024	140.00	SJC Landfill	574424310 - Professional and Tech
					\$140.00		
Morris, Rose	128778	RM04302024	05/06/2024	05/06/2024	560.00	Alternatives	104679615 - Contracts
					\$560.00		
Motor Parts Company	128626	567601	04/24/2024	04/25/2024	170.99	SJC Weed	104256250 - Equipment Operation
Motor Parts Company	128626	7830	04/24/2024	04/25/2024	40.97	SJC AMB	264350610 - Miscellaneous Supplie
					\$211.96		
Motor Parts Company	128677	567772	04/26/2024	04/26/2024	13.35	SJC Weed	104256250 - Equipment Operation
Motor Parts Company	128677	860750	04/26/2024	04/26/2024	26.99	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128677	860755	04/26/2024	04/26/2024	9.56	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128677	860818	04/26/2024	04/26/2024	42.86	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128677	861126	04/26/2024	04/26/2024	81.39	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128677	861551	04/26/2024	04/26/2024	16.56	SJC Road Dept	214412240 - Office Expense
Motor Parts Company	128677	861565	04/26/2024	04/26/2024	9.01	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128677	861678	04/26/2024	04/26/2024	15.64	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128677	861690	04/26/2024	04/26/2024	80.87	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128677	861742	04/26/2024	04/26/2024	29.45	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128677	861757	04/26/2024	04/26/2024	28.69	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128677	861898	04/26/2024	04/26/2024	261.55	SJC Road Dept	214412250 - Equipment Operation
					\$615.92		
Motor Parts Company	128725	566617	05/02/2024	05/03/2024	29.10	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128725	566934	05/02/2024	05/03/2024	249.19	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128725	567024	05/02/2024	05/03/2024	205.90	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128725	567026	05/02/2024	05/03/2024	-18.00	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128725	567055	05/02/2024	05/03/2024	24.69	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128725	567115	05/02/2024	05/03/2024	142.42	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128725	567144	05/02/2024	05/03/2024	38.98	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128725	567313	05/02/2024	05/03/2024	9.89	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128725	567399	05/02/2024	05/03/2024	27.26	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128725	567430	05/02/2024	05/03/2024	27.26	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128725	567657	05/02/2024	05/03/2024	18.75	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128725	567685	05/02/2024	05/03/2024	11.84	SJC Road Dept	214412250 - Equipment Operation

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Motor Parts Company	128725	567735	05/02/2024	05/03/2024	16.12	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128725	567963	05/02/2024	05/03/2024	2.48	SJC Weed	104256250 - Equipment Operation
					<u>\$785.88</u>		
Motor Parts Company	128779	567608	05/03/2024	05/06/2024	19.50	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128779	567757	05/03/2024	05/06/2024	41.01	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128779	567759	05/03/2024	05/06/2024	41.01	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128779	567771	05/03/2024	05/06/2024	224.01	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128779	567775	05/03/2024	05/06/2024	42.77	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128779	567789	05/03/2024	05/06/2024	99.24	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128779	567795	05/03/2024	05/06/2024	42.18	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128779	567937	05/03/2024	05/06/2024	165.98	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128779	567943	05/03/2024	05/06/2024	390.71	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128779	567966	05/03/2024	05/06/2024	-23.18	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128779	567989	05/03/2024	05/06/2024	244.43	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128779	568129	05/03/2024	05/06/2024	4.65	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128779	568150	05/03/2024	05/06/2024	321.22	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128779	862095	05/03/2024	05/06/2024	-253.86	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128779	862126	05/03/2024	05/06/2024	7.44	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128779	862148	05/03/2024	05/06/2024	13.89	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128779	862350	05/03/2024	05/06/2024	94.72	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128779	862356	05/03/2024	05/06/2024	171.97	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128779	862480	05/03/2024	05/06/2024	260.38	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128779	862630	05/03/2024	05/06/2024	2.38	SJC Road Dept	214412250 - Equipment Operation
					<u>\$1,910.45</u>		
Motor Parts Company	128869	862915	05/13/2024	05/14/2024	602.60	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128869	862923	05/13/2024	05/14/2024	13.86	SJC Road Dept	214412250 - Equipment Operation
Motor Parts Company	128869	863276	05/13/2024	05/14/2024	61.35	SJC Landfill	574424250 - Equipment Operation
Motor Parts Company	128869	863326	05/13/2024	05/14/2024	28.51	SJC Landfill	574424250 - Equipment Operation
Motor Parts Company	128869	863553	05/13/2024	05/14/2024	563.37	SJC Landfill	574424250 - Equipment Operation
Motor Parts Company	128869	863554	05/13/2024	05/14/2024	43.10	SJC Landfill	574424250 - Equipment Operation
					<u>\$1,312.79</u>		
					\$4,837.00		
Mountainland Supply Co	128678	S106090644.001	04/26/2024	04/26/2024	195.49	SJC Maintenance	104166260 - Buildings and Grounds
Mountainland Supply Co	128678	S106098583.001	04/26/2024	04/26/2024	40.69	SJC Maintenance	104166260 - Buildings and Grounds
Mountainland Supply Co	128678	S106100301.001	04/26/2024	04/26/2024	25.65	SJC Maintenance	104166260 - Buildings and Grounds
					<u>\$261.83</u>		
Mountainland Supply Co	128726	S106124085.001	05/02/2024	05/03/2024	83.98	SJC Road Dept	214414250 - Equipment Operation
Mountainland Supply Co	128780	S106127008.001	05/03/2024	05/06/2024	496.15	SJC Road Dept	214414410 - Road Supplies
Mountainland Supply Co	128870	S106146432.001	05/13/2024	05/14/2024	819.41	SJC Road Dept	214414410 - Road Supplies
					<u>\$1,661.37</u>		
MSFS of Utah	128781	2024050207520	05/03/2024	05/06/2024	495.00	SJC Aging	104682615 - Contracts
					<u>\$495.00</u>		

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National Benefit Services LLC	128815	PR041424-2409	04/19/2024	05/09/2024	1,638.80	FSA - NBS	102227000 - NBS - Health Care Rei
National Benefit Services LLC	128815	PR041524-2409	04/19/2024	05/09/2024	163.00	FSA - NBS	102227000 - NBS - Health Care Rei
National Benefit Services LLC	128815	PR042824-2409	05/03/2024	05/09/2024	1,638.80	FSA - NBS	102227000 - NBS - Health Care Rei
National Benefit Services LLC	128815	PR042924-2409	05/03/2024	05/09/2024	163.00	FSA - NBS	102227000 - NBS - Health Care Rei
					\$3,603.60		
					\$3,603.60		
Navajo Nation Water Code Admini	128627	234-0315	02/06/2024	04/25/2024	0.37	SJC Fire	104225270 - Utilities
Navajo Nation Water Code Admini	128627	241-0317	04/24/2024	04/25/2024	1.70	SJC Fire	104225270 - Utilities
Navajo Nation Water Code Admini	128627	241-1001	04/24/2024	04/25/2024	2.78	SJC Fire	104225270 - Utilities
					\$4.85		
					\$4.85		
Navajo Tribal UtilityAuthority	128546	34001522197	04/15/2024	04/15/2024	123.87	60040657 MZC Fire Station East	104225270 - Utilities
Navajo Tribal UtilityAuthority	128546	40000089778	04/15/2024	04/15/2024	79.98	60378370- 300 N 1200 E TVBOST	104574270 - Utilities
Navajo Tribal UtilityAuthority	128546	40000089780	04/15/2024	04/15/2024	4.97	60378372 Abt HWY 162	104850270 - Utilities
Navajo Tribal UtilityAuthority	128546	40000089781	04/15/2024	04/15/2024	4.53	60378373 - Abt State Road 162	104850270 - Utilities
Navajo Tribal UtilityAuthority	128546	40000089782	04/15/2024	04/15/2024	59.67	60378374 101 S 100 E	104225270 - Utilities
					\$273.02		
Navajo Tribal UtilityAuthority	128628	40000089777	04/25/2024	04/25/2024	58.13	60378368 4000 W HWY 163	214414270 - Utilities
Navajo Tribal UtilityAuthority	128628	40000089779	04/25/2024	04/25/2024	27.57	60378371 Along Hwy 162	214414270 - Utilities
Navajo Tribal UtilityAuthority	128628	40000089784	04/24/2024	04/25/2024	5.92	60378376 Front Fire Station	104850730 - Improvements Other T
Navajo Tribal UtilityAuthority	128628	4000089783	04/24/2024	04/25/2024	6.12	60378375 Hwy 162 and Hwy 262	104850730 - Improvements Other T
					\$97.74		
Navajo Tribal UtilityAuthority	128782	30001050942	05/06/2024	05/06/2024	181.18	60271007 - SJC Fire	104225270 - Utilities
Navajo Tribal UtilityAuthority	128871	30001053540	05/14/2024	05/14/2024	29.71	60378368 4000 W HWY 163	214414270 - Utilities
Navajo Tribal UtilityAuthority	128871	30001053541	05/13/2024	05/14/2024	70.92	60378370- 300 N 1200 E TVBOST	104574270 - Utilities
Navajo Tribal UtilityAuthority	128871	30001053542	05/14/2024	05/14/2024	24.44	60378371 Along Hwy 162	214414270 - Utilities
Navajo Tribal UtilityAuthority	128871	30001053543	05/13/2024	05/14/2024	4.97	60378372 Abt HWY 162	104850270 - Utilities
Navajo Tribal UtilityAuthority	128871	30001053544	05/13/2024	05/14/2024	4.53	60378373 - Abt State Road 162	104850270 - Utilities
					\$134.57		
					\$686.51		
New Technology Solutions	128679	7001	04/26/2024	04/26/2024	100.00	SJC Aging	104672310 - Professional and Tech
New Technology Solutions	128679	7002	04/26/2024	04/26/2024	20.00	SJC Ambulance	264350310 - Professional and Tech
New Technology Solutions	128679	7002	04/26/2024	04/26/2024	20.00	SJC Ambulance	264350310 - Professional and Tech
New Technology Solutions	128679	7003	04/26/2024	04/26/2024	16.25	SJC Public Safety	104163310 - Professional and Tech
New Technology Solutions	128679	7003	04/26/2024	04/26/2024	16.25	SJC Public Safety	104165310 - Professional and Tech
New Technology Solutions	128679	7003	04/26/2024	04/26/2024	48.75	SJC Public Safety	104161310 - Professional and Tech
New Technology Solutions	128679	7003	04/26/2024	04/26/2024	48.75	SJC Public Safety	104166310 - Professional and Tech
New Technology Solutions	128679	7004	04/26/2024	04/26/2024	80.00	SJC Fire	104225310 - Professional and Tech
New Technology Solutions	128679	7005	04/26/2024	04/26/2024	23.75	SJC Libraries	724169310 - Professional and Tech
New Technology Solutions	128679	7005	04/26/2024	04/26/2024	35.62	SJC Libraries	724167310 - Professional and Tech
New Technology Solutions	128679	7005	04/26/2024	04/26/2024	35.63	SJC Libraries	724168310 - Professional and Tech
					\$445.00		

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New Technology Solutions	128872	7041	05/13/2024	05/14/2024	80.00	SJC Fire	104225310 - Professional and Tech
					\$525.00		
Nicholas & Company	128571	8720861	04/15/2024	04/15/2024	1,979.12	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	128571	8724944	04/15/2024	04/15/2024	221.11	SJC Sheriff	104230480 - Kitchen Food
					\$2,200.23		
Nicholas & Company	128629	8725823	04/24/2024	04/25/2024	448.77	SJC Aging	104678323 - Meals - Monticello
Nicholas & Company	128629	8725823	04/24/2024	04/25/2024	458.77	SJC Aging	104677323 - Meals - Monticello
Nicholas & Company	128629	8728516	04/24/2024	04/25/2024	2,218.07	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	128629	8728525	04/24/2024	04/25/2024	616.14	SJC Aging	104678325 - Meals - Blanding
Nicholas & Company	128629	8728525	04/24/2024	04/25/2024	616.15	SJC Aging	104677325 - Meals - Blanding
Nicholas & Company	128629	8728526	04/24/2024	04/25/2024	532.33	SJC Aging	104678329 - Meals - Bluff
Nicholas & Company	128629	8728526	04/24/2024	04/25/2024	532.34	SJC Aging	104677329 - Meals - Bluff
Nicholas & Company	128629	8732473	04/24/2024	04/25/2024	800.71	SJC Sheriff	104230480 - Kitchen Food
					\$6,223.28		
Nicholas & Company	128738	8736111	05/02/2024	05/03/2024	463.20	SJC Aging	104678323 - Meals - Monticello
Nicholas & Company	128738	8736111	05/02/2024	05/03/2024	463.21	SJC Aging	104677323 - Meals - Monticello
Nicholas & Company	128738	8736113	05/02/2024	05/03/2024	363.40	SJC Aging	104678325 - Meals - Blanding
Nicholas & Company	128738	8736113	05/02/2024	05/03/2024	363.41	SJC Aging	104677325 - Meals - Blanding
Nicholas & Company	128738	8736113-2	05/02/2024	05/03/2024	363.40	SJC Aging	104678325 - Meals - Blanding
Nicholas & Company	128738	8736113-2	05/02/2024	05/03/2024	363.41	SJC Aging	104677325 - Meals - Blanding
					\$2,380.03		
Nicholas & Company	128783	8736105	05/03/2024	05/06/2024	2,045.18	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	128783	8740072	05/03/2024	05/06/2024	346.63	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	128783	8743571	05/03/2024	05/06/2024	1,892.29	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	128783	8743578	05/03/2024	05/06/2024	442.06	SJC Aging	104677323 - Meals - Monticello
Nicholas & Company	128783	8743578	05/03/2024	05/06/2024	442.06	SJC Aging	104678323 - Meals - Monticello
Nicholas & Company	128783	8743580	05/03/2024	05/06/2024	510.10	SJC Aging	104678325 - Meals - Blanding
Nicholas & Company	128783	8743580	05/03/2024	05/06/2024	510.11	SJC Aging	104677325 - Meals - Blanding
Nicholas & Company	128783	8743581	05/03/2024	05/06/2024	183.12	SJC Aging	104677329 - Meals - Bluff
Nicholas & Company	128783	8743581	05/03/2024	05/06/2024	183.12	SJC Aging	104678329 - Meals - Bluff
Nicholas & Company	128783	8747974	05/03/2024	05/06/2024	811.60	SJC Aging	104677325 - Meals - Blanding
Nicholas & Company	128783	8747974	05/03/2024	05/06/2024	811.60	SJC Aging	104678325 - Meals - Blanding
Nicholas & Company	128783	8747976	05/03/2024	05/06/2024	524.89	SJC Aging	104678328 - Meals - La Sal
Nicholas & Company	128783	8747976	05/03/2024	05/06/2024	524.90	SJC Aging	104677328 - Meals - La Sal
					\$9,227.66		
Nicholas & Company	128873	8747971	05/13/2024	05/14/2024	940.60	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	128873	8751574	05/13/2024	05/14/2024	1,945.15	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	128873	8751579	05/13/2024	05/14/2024	448.21	SJC Aging	104678323 - Meals - Monticello
Nicholas & Company	128873	8751579	05/13/2024	05/14/2024	448.22	SJC Aging	104677323 - Meals - Monticello
Nicholas & Company	128873	8751581	05/13/2024	05/14/2024	353.86	SJC Aging	104677329 - Meals - Bluff
Nicholas & Company	128873	8751581	05/13/2024	05/14/2024	353.86	SJC Aging	104678329 - Meals - Bluff
Nicholas & Company	128873	8755977	05/13/2024	05/14/2024	557.46	SJC Aging	104678325 - Meals - Blanding
					\$5,047.36		
					\$25,078.56		

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Nielson, Cody	128529	CN04112024	04/15/2024	04/15/2024	79.48	Planning & Zoning	104114620 - Miscellaneous Services
					\$79.48		
North Wash Outfitters LLP.	128630	98	04/24/2024	04/25/2024	990.09	SJC Search and Rescue	104215620 - Miscellaneous Service
					\$990.09		
ODP Business Solutions LLC	128874	363747200001	05/13/2024	05/14/2024	36.13	SJC Attorney	104145240 - Office Expense
ODP Business Solutions LLC	128874	363818171001	05/13/2024	05/14/2024	8.07	SJC Attorney	104145240 - Office Expense
ODP Business Solutions LLC	128874	364642031001	05/06/2024	05/14/2024	106.34	290885 SJC Recorder	104144240 - Office Expense
ODP Business Solutions LLC	128874	364898945001	05/13/2024	05/14/2024	26.96	290885 SJC Sheriff	104230240 - Office Expense
ODP Business Solutions LLC	128874	364951925001	05/06/2024	05/14/2024	100.98	290885 SJC Recorder	104144240 - Office Expense
ODP Business Solutions LLC	128874	364951925002	05/14/2024	05/14/2024	28.21	SJC Recorder	104144240 - Office Expense
ODP Business Solutions LLC	128874	364978331001	05/06/2024	05/14/2024	104.12	290885 SJC Recorder	104144240 - Office Expense
ODP Business Solutions LLC	128874	364978332001	05/13/2024	05/14/2024	37.11	290885 SJC Recorder	104144240 - Office Expense
ODP Business Solutions LLC	128874	364978333001	05/13/2024	05/14/2024	19.99	290885 SJC Recorder	104144240 - Office Expense
ODP Business Solutions LLC	128874	366864904001	05/14/2024	05/14/2024	43.18	SJC Recorder	104144240 - Office Expense
					\$511.09		
					\$511.09		
Office Ally	128631	MC36390	04/24/2024	04/25/2024	39.95	SJC Aging	104685615 - Contracts
Office Ally	128875	MD35743	05/13/2024	05/14/2024	39.95	SJC Aging	104685615 - Contracts
					\$79.90		
Olsen, Avery	128539	AO04132024	04/15/2024	04/15/2024	128.93	Travel Reimbursement	104215620 - Miscellaneous Service
					\$128.93		
Overhead Door Company of Grand	128876	90122	05/13/2024	05/14/2024	250.00	SJC Maintenance	104225260 - Buildings and Grounds
					\$250.00		
Packard Wholesale Co.	128561	3004886	04/15/2024	04/15/2024	21.40	SJC Sheriff's Office	104230480 - Kitchen Food
Packard Wholesale Co.	128561	3005615	04/15/2024	04/15/2024	578.82	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	128561	3005616	04/15/2024	04/15/2024	137.64	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	128561	3005665	04/15/2024	04/15/2024	81.98	SJC Aging	104678325 - Meals - Blanding
					\$819.84		
Packard Wholesale Co.	128632	3005913	04/24/2024	04/25/2024	102.35	SJC Aging	104678323 - Meals - Monticello
Packard Wholesale Co.	128632	3005913	04/24/2024	04/25/2024	103.25	SJC Aging	104677323 - Meals - Monticello
Packard Wholesale Co.	128632	3006125	04/24/2024	04/25/2024	166.23	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	128632	3006132	04/24/2024	04/25/2024	249.17	SJC Sheriff's Office	104230480 - Kitchen Food
Packard Wholesale Co.	128632	3006169	04/24/2024	04/25/2024	572.12	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	128632	3006178	04/24/2024	04/25/2024	809.76	Custodial Supplies	104161260 - Buildings and Grounds
Packard Wholesale Co.	128632	3006179	04/24/2024	04/25/2024	809.76	Custodial Supplies	724168260 - Buildings and Grounds
					\$2,812.64		
Packard Wholesale Co.	128680	3006642	04/26/2024	04/26/2024	169.16	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	128680	3006673	04/26/2024	04/26/2024	623.07	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	128680	3006689	04/26/2024	04/26/2024	349.48	SJC Sheriff's Office	104230350 - State Prisoner Expens
					\$1,141.71		

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Packard Wholesale Co.	128784	3001310	05/03/2024	05/06/2024	352.98	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	128784	3001331	05/03/2024	05/06/2024	135.94	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	128784	3001334	05/03/2024	05/06/2024	248.55	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	128784	3006670	05/03/2024	05/06/2024	189.23	SJC Aging	104678323 - Meals - Monticello
Packard Wholesale Co.	128784	3006671	05/03/2024	05/06/2024	104.69	SJC Sheriff's Office	104230480 - Kitchen Food
Packard Wholesale Co.	128784	3007201	05/03/2024	05/06/2024	669.07	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	128784	3007216	05/03/2024	05/06/2024	149.36	SJC Sheriff's Office	104230480 - Kitchen Food
Packard Wholesale Co.	128784	3007220	05/03/2024	05/06/2024	106.58	SJC Aging	104677323 - Meals - Monticello
Packard Wholesale Co.	128784	3007241	05/03/2024	05/06/2024	349.48	SJC Sheriff's Office	104230350 - State Prisoner Expens
					\$2,305.88		
Packard Wholesale Co.	128877	3007694	05/13/2024	05/14/2024	331.99	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	128877	3007702	05/13/2024	05/14/2024	128.72	SJC Aging	104678325 - Meals - Blanding
Packard Wholesale Co.	128877	INV222053	05/14/2024	05/14/2024	54.86	SJC Admin Building	104161260 - Buildings and Grounds
Packard Wholesale Co.	128877	INV222055	05/14/2024	05/14/2024	35.93	SJC Court House	104166260 - Buildings and Grounds
					\$551.50		
					\$7,631.57		
Palmer, Mikel	128681	MP04252024	04/26/2024	04/26/2024	282.00	Travel reimbursement	574424230 - Travel Expense
					\$282.00		
PEHP	128816	PR041424-2584	04/19/2024	05/09/2024	-16.60	Vision Only Family	102226000 - Health Insurance
PEHP	128816	PR041424-2584	04/19/2024	05/09/2024	-6.04	Vision Only Employee +1	102226000 - Health Insurance
PEHP	128816	PR041424-2584	04/19/2024	05/09/2024	-3.76	Vision Only Employee	102226000 - Health Insurance
PEHP	128816	PR041424-2584	04/19/2024	05/09/2024	762.16	HSA Employee Only Tier 1	102226000 - Health Insurance
PEHP	128816	PR041424-2584	04/19/2024	05/09/2024	1,574.18	HSA Employee +1 Tier 1	102226000 - Health Insurance
PEHP	128816	PR041424-2584	04/19/2024	05/09/2024	2,034.00	Dual Two Party Health Insurance	102226000 - Health Insurance
PEHP	128816	PR041424-2584	04/19/2024	05/09/2024	2,641.32	Traditional Health Insurance Employee Only Ti	102226000 - Health Insurance
PEHP	128816	PR041424-2584	04/19/2024	05/09/2024	3,095.92	Traditional Health Insurance Employee +1 Tier	102226000 - Health Insurance
PEHP	128816	PR041424-2584	04/19/2024	05/09/2024	3,935.40	HSA Employee +1 Tier 2	102226000 - Health Insurance
PEHP	128816	PR041424-2584	04/19/2024	05/09/2024	4,842.31	Traditional Health Insurance Employee Only Ti	102226000 - Health Insurance
PEHP	128816	PR041424-2584	04/19/2024	05/09/2024	6,859.62	HSA Employee Only Tier 2	102226000 - Health Insurance
PEHP	128816	PR041424-2584	04/19/2024	05/09/2024	10,914.00	Traditional Health Insurance Employee +1 Tier	102226000 - Health Insurance
PEHP	128816	PR041424-2584	04/19/2024	05/09/2024	14,764.32	Traditional Health Insurance Family Tier 2	102226000 - Health Insurance
PEHP	128816	PR041424-2584	04/19/2024	05/09/2024	15,971.85	HSA Family Tier 2	102226000 - Health Insurance
PEHP	128816	PR041424-2584	04/19/2024	05/09/2024	15,994.68	Traditional Health Insurance Family Tier 1	102226000 - Health Insurance
PEHP	128816	PR041524-2584	04/19/2024	05/09/2024	381.09	HSA Employee Only Tier 2	102226000 - Health Insurance
PEHP	128816	PR041524-2584	04/19/2024	05/09/2024	440.21	Traditional Health Insurance Employee Only Ti	102226000 - Health Insurance
PEHP	128816	PR041524-2584	04/19/2024	05/09/2024	787.08	HSA Employee +1 Tier 2	102226000 - Health Insurance
PEHP	128816	PR041524-2584	04/19/2024	05/09/2024	1,064.79	HSA Family Tier 2	102226000 - Health Insurance
PEHP	128816	PR041524-2584	04/19/2024	05/09/2024	1,352.57	Traditional Health Insurance Family Tier 1	102226000 - Health Insurance
PEHP	128816	PR041524-2584	04/19/2024	05/09/2024	7,198.85	Traditional Health Insurance Family Tier 2	102226000 - Health Insurance
PEHP	128816	PR042824-2584	05/03/2024	05/09/2024	7.52	Vision Only Employee	102226000 - Health Insurance
PEHP	128816	PR042824-2584	05/03/2024	05/09/2024	8.30	Vision Only Family	102226000 - Health Insurance
PEHP	128816	PR042824-2584	05/03/2024	05/09/2024	12.08	Vision Only Employee +1	102226000 - Health Insurance
PEHP	128816	PR042824-2584	05/03/2024	05/09/2024	762.16	HSA Employee Only Tier 1	102226000 - Health Insurance
PEHP	128816	PR042824-2584	05/03/2024	05/09/2024	1,574.18	HSA Employee +1 Tier 1	102226000 - Health Insurance
PEHP	128816	PR042824-2584	05/03/2024	05/09/2024	2,034.00	Dual Two Party Health Insurance	102226000 - Health Insurance

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PEHP	128816	PR042824-2584	05/03/2024	05/09/2024	2,641.32	Traditional Health Insurance Employee Only Ti	102226000 - Health Insurance
PEHP	128816	PR042824-2584	05/03/2024	05/09/2024	3,638.00	Traditional Health Insurance Employee +1 Tier	102226000 - Health Insurance
PEHP	128816	PR042824-2584	05/03/2024	05/09/2024	3,935.45	HSA Employee +1 Tier 2	102226000 - Health Insurance
PEHP	128816	PR042824-2584	05/03/2024	05/09/2024	4,842.31	Traditional Health Insurance Employee Only Ti	102226000 - Health Insurance
PEHP	128816	PR042824-2584	05/03/2024	05/09/2024	6,859.62	HSA Employee Only Tier 2	102226000 - Health Insurance
PEHP	128816	PR042824-2584	05/03/2024	05/09/2024	10,914.00	Traditional Health Insurance Employee +1 Tier	102226000 - Health Insurance
PEHP	128816	PR042824-2584	05/03/2024	05/09/2024	14,764.32	Traditional Health Insurance Family Tier 2	102226000 - Health Insurance
PEHP	128816	PR042824-2584	05/03/2024	05/09/2024	15,971.85	HSA Family Tier 2	102226000 - Health Insurance
PEHP	128816	PR042824-2584	05/03/2024	05/09/2024	15,994.68	Traditional Health Insurance Family Tier 1	102226000 - Health Insurance
PEHP	128816	PR042924-2584	05/03/2024	05/09/2024	381.09	HSA Employee Only Tier 2	102226000 - Health Insurance
PEHP	128816	PR042924-2584	05/03/2024	05/09/2024	440.21	Traditional Health Insurance Employee Only Ti	102226000 - Health Insurance
PEHP	128816	PR042924-2584	05/03/2024	05/09/2024	787.09	HSA Employee +1 Tier 2	102226000 - Health Insurance
PEHP	128816	PR042924-2584	05/03/2024	05/09/2024	1,064.79	HSA Family Tier 2	102226000 - Health Insurance
PEHP	128816	PR042924-2584	05/03/2024	05/09/2024	1,352.57	Traditional Health Insurance Family Tier 1	102226000 - Health Insurance
PEHP	128816	PR042924-2584	05/03/2024	05/09/2024	7,198.85	Traditional Health Insurance Family Tier 2	102226000 - Health Insurance
					\$189,772.34		
					\$189,772.34		
Pelorus Methods Inc	128878	240603	05/13/2024	05/14/2024	800.00	Software and Support	104142242 - Software Maintenance
Pelorus Methods Inc	128878	240603	05/13/2024	05/14/2024	800.00	Software and Support	104143242 - Software Maintenance
Pelorus Methods Inc	128878	240603	05/13/2024	05/14/2024	800.00	Software and Support	255007.242 - Indirect Admin Softwar
					\$2,400.00		
					\$2,400.00		
Pepsi-Cola	128879	86573119	05/13/2024	05/14/2024	510.40	SJC Sheriff Dept	104230480 - Kitchen Food
					\$510.40		
Petty Cash	128633	PC04042024	04/24/2024	04/25/2024	24.22	Bluff Library	724581920 - Grant Expenses
Petty Cash	128880	PC04252024	05/13/2024	05/14/2024	50.47	Bluff Library	724581920 - Grant Expenses
Petty Cash	128881	PC05092024	05/13/2024	05/14/2024	11.25	Monticello Library	724581620 - Special Programs
					\$85.94		
Phoenix International Publishing M	128578	010421-641	04/15/2024	04/15/2024	8,890.00	SJC Economic Dev	104193490 - Advertising and Promot
					\$8,890.00		
Pick A Stitch	128785	3360	05/06/2024	05/06/2024	12.81	SJC Admin	104134480 - Special Department Su
					\$12.81		
Pitney Bowes	128634	1025083318	04/24/2024	04/25/2024	177.23	0010203954 SJC Sheriff	104230241 - Postage
Pitney Bowes	128634	4113_04152024	04/24/2024	04/25/2024	753.13	SJC SHERIFF	104230241 - Postage
					\$930.36		
					\$930.36		
Points Consulting	128635	INV-0385	04/24/2024	04/25/2024	15,483.00	SJC Econ Dev	104192920 - Grants
					\$15,483.00		

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Pugh, Delton	128786	20240503115248	05/06/2024	05/06/2024	71.42	Travel Reimbursement	104671230 - Travel Expense
					\$71.42		
Quadient Finance USA, Inc.	128636	2024041808154	04/24/2024	04/25/2024	218.86	7900 0440 8053 4286	104150241 - Postage
					\$218.86		
Quill Corporation	128682	38139271	04/26/2024	04/26/2024	974.66	SJC Treasurer	104143240 - Office Expense
					\$974.66		
Rahm Transport & Logistics LLC	128882	2135	05/14/2024	05/14/2024	2,400.00	SJC Road Dept	214414480 - Special Department Su
					\$2,400.00		
Rarick, Randy	128637	RR04162024	04/24/2024	04/25/2024	35.21	Purchase Reimbursement	104146240 - Office Expense
					\$35.21		
Redd Mechanical	128883	4387	05/14/2024	05/14/2024	34,319.90	SJC Maint	454161725 - Building Improvements
Redd Mechanical	128883	4389	05/14/2024	05/14/2024	211.00	SJC Maint	724167260 - Buildings and Grounds
Redd Mechanical	128883	4392	05/14/2024	05/14/2024	237.50	Public Health	255007.260 - Indirect Admin Buildin
					\$34,768.40		
					\$34,768.40		
Redd's Ace Hardware	128555	892818	04/15/2024	04/15/2024	1.79	SJC Road	214414260 - Buildings and Grounds
Redd's Ace Hardware	128555	894472	04/15/2024	04/15/2024	291.84	SJC Landfill	574424620 - Miscellaneous Service
Redd's Ace Hardware	128555	894498	04/15/2024	04/15/2024	19.99	SJC Road	214414260 - Buildings and Grounds
Redd's Ace Hardware	128555	894550	04/15/2024	04/15/2024	34.97	SJC Landfill	574424620 - Miscellaneous Service
Redd's Ace Hardware	128555	894556	04/15/2024	04/15/2024	160.00	SJC Landfill	574424620 - Miscellaneous Service
Redd's Ace Hardware	128555	894642	04/15/2024	04/15/2024	100.00	SJC Landfill	574424260 - Buildings and Grounds
					\$608.59		
Redd's Ace Hardware	128638	894513	04/25/2024	04/25/2024	117.27	Blanding Library	724168260 - Buildings and Grounds
Redd's Ace Hardware	128638	894537	04/25/2024	04/25/2024	140.12	Blanding Library	724168260 - Buildings and Grounds
Redd's Ace Hardware	128638	894543	04/25/2024	04/25/2024	1.79	Blanding Library	724168260 - Buildings and Grounds
Redd's Ace Hardware	128638	894578	04/25/2024	04/25/2024	20.98	Blanding Library	724168260 - Buildings and Grounds
Redd's Ace Hardware	128638	894603	04/25/2024	04/25/2024	16.16	Blanding Library	724168260 - Buildings and Grounds
Redd's Ace Hardware	128638	894607	04/25/2024	04/25/2024	9.58	Blanding Library	724168260 - Buildings and Grounds
Redd's Ace Hardware	128638	894824	04/24/2024	04/25/2024	19.17	SJC Landfill	574424240 - Office Expense
					\$325.07		
Redd's Ace Hardware	128683	894974	04/26/2024	04/26/2024	51.74	SJC Sheriff	104210610 - Miscellaneous Supplie
Redd's Ace Hardware	128683	894977	04/26/2024	04/26/2024	116.54	SJC Maintenance	454850310 - Professional and Tech
Redd's Ace Hardware	128683	895034	04/26/2024	04/26/2024	106.85	SJC Landfill	454850310 - Professional and Tech
Redd's Ace Hardware	128683	895046	04/26/2024	04/26/2024	25.77	SJC Landfill	454850310 - Professional and Tech
Redd's Ace Hardware	128683	895336	04/26/2024	04/26/2024	13.77	Blanding Library	724168260 - Buildings and Grounds
					\$314.67		
Redd's Ace Hardware	128787	895672	05/03/2024	05/06/2024	11.18	SJC Road	214412250 - Equipment Operation
Redd's Ace Hardware	128787	895755	05/03/2024	05/06/2024	35.90	SJC Road	214412250 - Equipment Operation
					\$47.08		

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Redd's Ace Hardware	128884	895822	05/13/2024	05/14/2024	41.76	SJC Landfill	574424610 - Miscellaneous Supplie
Redd's Ace Hardware	128884	896064	05/13/2024	05/14/2024	14.99	SJC Road	214412250 - Equipment Operation
Redd's Ace Hardware	128884	896076	05/13/2024	05/14/2024	18.97	SJC Aging	104676610 - Miscellaneous Supplie
Redd's Ace Hardware	128884	896165	05/13/2024	05/14/2024	36.99	SJC Landfill	574424610 - Miscellaneous Supplie
Redd's Ace Hardware	128884	896212	05/13/2024	05/14/2024	39.98	SJC Aging	574424240 - Office Expense
Redd's Ace Hardware	128884	896404	05/14/2024	05/14/2024	19.99	SJC Weed Dept	104256250 - Equipment Operation
					\$172.68		
					\$1,468.09		
Redmond Minerals Inc.	128639	415366	04/24/2024	04/25/2024	586.08	SJC Road Dept	214415410 - Road Supplies
Redmond Minerals Inc.	128684	416249	04/26/2024	04/26/2024	599.76	SJC Road Dept	214415410 - Road Supplies
Redmond Minerals Inc.	128885	418393	05/13/2024	05/14/2024	599.52	SJC Road Dept	214415410 - Road Supplies
					\$1,785.36		
RelaDyne West LLC	128886	1090290	05/13/2024	05/14/2024	822.80	SJC Landfill	574424251 - Gas, Oil and Grease
					\$822.80		
Relic	128788	209808	05/03/2024	05/06/2024	32,875.00	2204-024.00	104193490 - Advertising and Promot
					\$32,875.00		
Rigg, Melissa	128534	MR04112024	04/15/2024	04/15/2024	115.50	Planning and Zoning Meeting	104114620 - Miscellaneous Services
Rigg, Melissa	128817	MR05092024	05/09/2024	05/09/2024	61.78	Expense Reimbursement	104114230 - Travel Expense
					\$177.28		
Rocky Mountain Personal Care	128887	30394	05/13/2024	05/14/2024	537.75	SJC Aging	104679615 - Contracts
					\$537.75		
Rocky Mountain Power	128545	2024041210331	04/15/2024	04/15/2024	61.80	59288636-0086 Mex Hat Fire Station	104225270 - Utilities
Rocky Mountain Power	128545	2024041210332	04/15/2024	04/15/2024	36.85	73241784-0038	104225270 - Utilities
Rocky Mountain Power	128545	2024041210333	04/15/2024	04/15/2024	30.52	59288636-0045 Fire House/	104225270 - Utilities
Rocky Mountain Power	128545	2024041508164	04/15/2024	04/15/2024	126.93	59288636-0037	104574270 - Utilities
					\$256.10		
Rocky Mountain Power	128888	2024050607383	05/13/2024	05/14/2024	326.74	59271696-0048 SJC Road	104225270 - Utilities
Rocky Mountain Power	128888	2024050807335	05/13/2024	05/14/2024	23.96	59405396-0029 SJC Road	214414270 - Utilities
Rocky Mountain Power	128888	2024051317255	05/14/2024	05/14/2024	143.79	59288636-0037	104574270 - Utilities
					\$494.49		
					\$750.59		
Ross, Charles	128640	CR04182024	04/24/2024	04/25/2024	20.00	SJC Justice Court	103511000 - Justice Court Fines
					\$20.00		
Roughrock Aviation LLC	128739	RA05012024	05/01/2024	05/03/2024	6,500.00	Roughrock Aviation	105430615 - Contracts
					\$6,500.00		
Sallee, Tyler	128532	TS04092024	04/15/2024	04/15/2024	100.00	Boot Allowance	214414480 - Special Department Su
					\$100.00		

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Salt Lake Community College	128641	2024.11.3	04/24/2024	04/25/2024	93.50	SJC Cadet meals	104230230 - Travel Expense
					\$93.50		
Salt Lake Wholesale Sports	128642	96620	04/24/2024	04/25/2024	864.00	SJC Sheriff Office	104210250 - Equipment Operation
					\$864.00		
San Juan Building Supply Inc.	128577	2404-249784	04/15/2024	04/15/2024	8,541.31	SJC Landfill	574424260 - Buildings and Grounds
San Juan Building Supply Inc.	128643	2404-249785	04/24/2024	04/25/2024	1,052.17	SJC Landfill	574424610 - Miscellaneous Supplie
San Juan Building Supply Inc.	128685	2404-250924	04/26/2024	04/26/2024	48.06	SJC Landfill	574424610 - Miscellaneous Supplie
San Juan Building Supply Inc.	128740	2404-250348	05/02/2024	05/03/2024	216.55	SJC Road Dept	214412250 - Equipment Operation
San Juan Building Supply Inc.	128889	2405-251688	05/13/2024	05/14/2024	5.13	SJC Landfill	574424610 - Miscellaneous Supplie
San Juan Building Supply Inc.	128889	2405-251920	05/13/2024	05/14/2024	46.62	SJC Road Dept	214412250 - Equipment Operation
San Juan Building Supply Inc.	128889	2405-251975	05/13/2024	05/14/2024	27.30	SJC Landfill	574424610 - Miscellaneous Supplie
San Juan Building Supply Inc.	128889	2405-252108	05/13/2024	05/14/2024	4.65	SJC Landfill	574424610 - Miscellaneous Supplie
San Juan Building Supply Inc.	128889	2405-252121	05/13/2024	05/14/2024	74.05	SJC Landfill	574424610 - Miscellaneous Supplie
San Juan Building Supply Inc.	128889	2405-252196	05/13/2024	05/14/2024	47.04	SJC Landfill	574424610 - Miscellaneous Supplie
San Juan Building Supply Inc.	128889	896081	05/13/2024	05/14/2024	17.99	SJC Landfill	574424610 - Miscellaneous Supplie
					\$222.78		
					\$10,080.87		
San Juan Clinic	128524	9291589	04/15/2024	04/15/2024	20.00	561839	255400.310 - Cancer Screening Pro
San Juan Clinic	128524	9291594	04/15/2024	04/15/2024	20.00	561838	255400.310 - Cancer Screening Pro
					\$40.00		
San Juan Clinic	128644	9300632	04/24/2024	04/25/2024	72.00	110717 Gene Burgess	214414620 - Miscellaneous Service
San Juan Clinic	128644	9301997	04/24/2024	04/25/2024	38.28	108763	104230310 - Professional and Tech
					\$110.28		
San Juan Clinic	128789	9304660	05/06/2024	05/06/2024	88.53	565773	255400.310 - Cancer Screening Pro
San Juan Clinic	128890	9316182	05/14/2024	05/14/2024	72.00	91595	104220615 - Contracts
San Juan Clinic	128890	9316523	05/14/2024	05/14/2024	72.00	107736	214414620 - Miscellaneous Service
					\$144.00		
					\$382.81		
San Juan County	128569	24F08-P-002	04/15/2024	04/15/2024	1,938.30	Task Force Overtime Reimbursement	104211110 - Salaries and Wages
					\$1,938.30		
San Juan County Emergency Servi	128686	SJ036090_0425	04/26/2024	04/26/2024	2,180.46	SJ036090	104230312 - Medical Expenses
San Juan County Emergency Servi	128686	SJ036140_0425	04/26/2024	04/26/2024	1,640.46	SJ036140	104230312 - Medical Expenses
San Juan County Emergency Servi	128686	SJ037150_0412	04/26/2024	04/26/2024	1,515.46	SJC Sheriff	104230312 - Medical Expenses
					\$5,336.38		
					\$5,336.38		
San Juan Hospital	128559	9292945	04/15/2024	04/15/2024	209.35	127868	104230312 - Medical Expenses
San Juan Hospital	128559	9296915	04/15/2024	04/15/2024	69.87	127736	104230312 - Medical Expenses

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San Juan Hospital	128559	9296916	04/15/2024	04/15/2024	460.89	108763	104210310 - Professional and Tech
					\$740.11		
San Juan Hospital	128790	563257	05/06/2024	05/06/2024	500.00	563257	255400.310 - Cancer Screening Pro
San Juan Hospital	128790	9301647	05/06/2024	05/06/2024	35.00	564819	255400.310 - Cancer Screening Pro
San Juan Hospital	128790	9304243	05/06/2024	05/06/2024	54.93	568144	255400.310 - Cancer Screening Pro
San Juan Hospital	128790	9304915	05/06/2024	05/06/2024	121.30	570674	255400.310 - Cancer Screening Pro
					\$711.23		
San Juan Hospital	128891	9310399	05/13/2024	05/14/2024	129.59	561349	104230312 - Medical Expenses
					\$1,580.93		
San Juan Public Health	128741	EVPH042524	05/02/2024	05/03/2024	48.09	Expense Reimbursement	255062.620 - Tobacco Compliance
					\$48.09		
Schafer, Trent	128525	TS04112024	04/15/2024	04/15/2024	50.00	Planning & Zoning Meeting	104114620 - Miscellaneous Services
					\$50.00		
Semi Service Inc.	128892	W160241	05/14/2024	05/14/2024	14,480.87	SJC Road Dept	104161740 - Equipment Purchases
					\$14,480.87		
Silas, Marilyn	128791	2024050315463	05/06/2024	05/06/2024	560.00	Alternatives	104679615 - Contracts
					\$560.00		
Simpleview LLC	128550	INV-SVUS-1001	04/15/2024	04/15/2024	333.33	SJC Econ Dev and Visitor Services	104193210 - Subscriptions and Me
					\$333.33		
Sitterud Law	128742	SL05012024	05/01/2024	05/03/2024	14,500.00	Public Defender	104126310 - Professional and Tech
					\$14,500.00		
SJC Inmate Account	128792	2024050216263	05/03/2024	05/06/2024	2,820.83	Trustee Payroll	104230352 - Inmate Humanitarian E
					\$2,820.83		
SJR Media	128687	164132c	04/26/2024	04/26/2024	30.00	SJC Sheriff	104210210 - Subscriptions and Me
SJR Media	128687	SJC SHER0424	04/26/2024	04/26/2024	48.00	SJC Sheriff	104210220 - Public Notices
					\$78.00		
SJR Media	128743	164343	05/02/2024	05/03/2024	52.50	SJC Commission	454255615 - Contracts
SJR Media	128793	RMEY0425	05/03/2024	05/06/2024	2,268.00	SJC Aging	104686610 - Miscellaneous Supplie
SJR Media	128793	SJCVIS0424	05/06/2024	05/06/2024	620.30	SJC Economic Dev	104193490 - Advertising and Promot
					\$2,888.30		
SJR Media	128893	164427	05/14/2024	05/14/2024	19.60	SJC Commission	104111220 - Public Notices
					\$3,038.40		
SJSD Heritage Language Resourc	128744	XX2597	05/02/2024	05/03/2024	2,500.00	SJC San Juan Public Health	255040.480 - Preventative Block Gr
					\$2,500.00		

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Snap - On Tools	128645	4022453798	04/25/2024	04/25/2024	43.25	SJC Road	214412250 - Equipment Operation
Snap - On Tools	128894	5072454465	05/14/2024	05/14/2024	221.90	SJC Road	214412250 - Equipment Operation
					\$265.15		
Southwest Colorado TV	128794	4-292024	05/03/2024	05/06/2024	2,000.00	SJC COMMUNICATIONS	104574615 - Contracts
					\$2,000.00		
Stubbs, Silvia	128895	SS05062024	05/13/2024	05/14/2024	1,547.00	Travel Reimbursement	104111230 - Travel Expense
					\$1,547.00		
Summit Food Service, LLC	128521	INV2000204094	04/15/2024	04/15/2024	18.95	SJC SHERIFF	274230350 - Inmate Commissary Ex
Summit Food Service, LLC	128646	INV2000202997	04/24/2024	04/25/2024	696.11	SJC SHERIFF	274230350 - Inmate Commissary Ex
Summit Food Service, LLC	128646	INV2000202998	04/24/2024	04/25/2024	14.24	SJC SHERIFF	274230350 - Inmate Commissary Ex
Summit Food Service, LLC	128646	INV2000205063	04/24/2024	04/25/2024	859.13	SJC SHERIFF	274230350 - Inmate Commissary Ex
					\$1,569.48		
Summit Food Service, LLC	128688	INV2000205625	04/26/2024	04/26/2024	745.88	SJC SHERIFF	274230350 - Inmate Commissary Ex
Summit Food Service, LLC	128688	INV2000205626	04/26/2024	04/26/2024	28.55	SJC SHERIFF	274230350 - Inmate Commissary Ex
					\$774.43		
Summit Food Service, LLC	128745	INV2000206073	05/03/2024	05/03/2024	664.39	SJC SHERIFF	274230350 - Inmate Commissary Ex
Summit Food Service, LLC	128745	INV2000206074	05/03/2024	05/03/2024	218.16	SJC SHERIFF	274230350 - Inmate Commissary Ex
					\$882.55		
Summit Food Service, LLC	128896	INV2000203543	05/14/2024	05/14/2024	837.25	SJC SHERIFF	274230350 - Inmate Commissary Ex
					\$4,082.66		
Symbol Arts	128795	393328	05/03/2024	05/06/2024	1,114.00	SJC Sheriff Dept	104210610 - Miscellaneous Supplie
					\$1,114.00		
Sysco Intermountain Food Svc.	128558	585657972	04/15/2024	04/15/2024	423.03	SJC SHERIFF	104230480 - Kitchen Food
Sysco Intermountain Food Svc.	128558	585663194	04/15/2024	04/15/2024	271.10	SJC SHERIFF	104230480 - Kitchen Food
					\$694.13		
Sysco Intermountain Food Svc.	128647	585669945	04/24/2024	04/25/2024	425.84	SJC SHERIFF	104230480 - Kitchen Food
Sysco Intermountain Food Svc.	128647	585675181	04/24/2024	04/25/2024	458.11	SJC SHERIFF	104230480 - Kitchen Food
					\$883.95		
Sysco Intermountain Food Svc.	128746	585681919	05/03/2024	05/03/2024	652.79	SJC SHERIFF	104230480 - Kitchen Food
Sysco Intermountain Food Svc.	128746	585694534	05/03/2024	05/03/2024	443.94	SJC SHERIFF	104230480 - Kitchen Food
					\$1,096.73		
Sysco Intermountain Food Svc.	128796	585687948	05/03/2024	05/06/2024	377.71	SJC SHERIFF	104230480 - Kitchen Food
Sysco Intermountain Food Svc.	128897	585703134	05/13/2024	05/14/2024	329.17	SJC SHERIFF	104230480 - Kitchen Food
Sysco Intermountain Food Svc.	128897	585710317	05/13/2024	05/14/2024	510.50	SJC SHERIFF	104230480 - Kitchen Food
					\$839.67		
					\$3,892.19		

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T&D Construction	128898	202421	05/14/2024	05/14/2024	4,300.00	SJC Roof Deck	454161725 - Building Improvements
					\$4,300.00		
Tapaha, Edward	128899	ET05012024	05/13/2024	05/14/2024	450.26	WAIVER	104679615 - Contracts
Tapaha, Edward	128899	ET05012024	05/13/2024	05/14/2024	890.62	WAIVER	104682615 - Contracts
					\$1,340.88		
					\$1,340.88		
Tate, Jed	128689	JT04252024	04/26/2024	04/26/2024	282.00	Travel Reimbursement	574424230 - Travel Expense
					\$282.00		
TecServ, Inc	128580	16143	04/15/2024	04/15/2024	13,500.00	SJC IT	104151254 - Maintenance Contracts
TecServ, Inc	128690	16146	04/26/2024	04/26/2024	13,500.00	SJC IT	104151254 - Maintenance Contracts
TecServ, Inc	128900	16199	05/13/2024	05/14/2024	452.36	SJC IT	104151210 - Subscriptions and Me
					\$27,452.36		
TM Premier Services	128901	12627	05/14/2024	05/14/2024	280.00	Mowing Service	724168310 - Professional and Tech
TM Premier Services	128901	13533	05/14/2024	05/14/2024	240.00	Mowing Service	104161310 - Professional and Tech
TM Premier Services	128901	14086	05/14/2024	05/14/2024	200.00	Mowing Service	724167310 - Professional and Tech
					\$720.00		
					\$720.00		
Tri-Hurst Construction Inc.	128902	2204-024.00_03	05/06/2024	05/14/2024	68,687.85	Fairgrounds RV Park	104192920 - Grants
					\$68,687.85		
Trinsio	128903	1062157	05/13/2024	05/14/2024	14,780.00	San Juan County	104255740 - Equipment Purchases
					\$14,780.00		
U.S. Bank Corporate Payment	128691	CC04102024AF	04/26/2024	04/26/2024	41.61	4246-0470-0071-7485 Alan Freestone	104210610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	128691	CC04102024AF	04/26/2024	04/26/2024	52.22	4246-0470-0071-7485 Alan Freestone	104210250 - Equipment Operation
U.S. Bank Corporate Payment	128691	CC04102024AF	04/26/2024	04/26/2024	149.95	4246-0470-0071-7485 Alan Freestone	104668620 - Miscellaneous Service
U.S. Bank Corporate Payment	128691	CC04102024AF	04/26/2024	04/26/2024	646.07	4246-0470-0071-7485 Alan Freestone	104215620 - Miscellaneous Service
U.S. Bank Corporate Payment	128691	CC04102024AY	04/26/2024	04/26/2024	382.94	4246-0470-0107-1528 Allison Yamamoto-Spar	104193480 - Special Department Su
U.S. Bank Corporate Payment	128691	CC04102024AY	04/26/2024	04/26/2024	747.05	4246-0470-0107-1528 Allison Yamamoto-Spar	104193230 - Travel Expense
U.S. Bank Corporate Payment	128691	CC04102024BI	04/26/2024	04/26/2024	12.54	4246-0446-6397-8298 Brittney Ivins	104145310 - Professional and Tech
U.S. Bank Corporate Payment	128691	CC04102024BI	04/26/2024	04/26/2024	24.30	4246-0446-6397-8298 Brittney Ivins	104145310 - Professional and Tech
U.S. Bank Corporate Payment	128691	CC04102024BI	04/26/2024	04/26/2024	34.58	4246-0446-6397-8298 Brittney Ivins	104145482 - Law Library Supplies
U.S. Bank Corporate Payment	128691	CC04102024BI	04/26/2024	04/26/2024	38.34	4246-0446-6397-8298 Brittney Ivins	104145230 - Travel Expense
U.S. Bank Corporate Payment	128691	CC04102024BI	04/26/2024	04/26/2024	55.00	4246-0446-6397-8298 Brittney Ivins	104145230 - Travel Expense
U.S. Bank Corporate Payment	128691	CC04102024BI	04/26/2024	04/26/2024	55.01	4246-0446-6397-8298 Brittney Ivins	104145240 - Office Expense
U.S. Bank Corporate Payment	128691	CC04102024BI	04/26/2024	04/26/2024	60.41	4246-0446-6397-8298 Brittney Ivins	104145482 - Law Library Supplies
U.S. Bank Corporate Payment	128691	CC04102024BI	04/26/2024	04/26/2024	140.93	4246-0446-6397-8298 Brittney Ivins	104145230 - Travel Expense
U.S. Bank Corporate Payment	128691	CC04102024BI	04/26/2024	04/26/2024	140.93	4246-0446-6397-8298 Brittney Ivins	104145230 - Travel Expense
U.S. Bank Corporate Payment	128691	CC04102024CB	04/26/2024	04/26/2024	106.72	4246-0446-7008-8388 Crystal Brake	104134480 - Special Department Su
U.S. Bank Corporate Payment	128691	CC04102024CB	04/26/2024	04/26/2024	689.98	4246-0446-7008-8388 Crystal Brake	104134610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	128691	CC04102024CH	04/26/2024	04/26/2024	404.94	4246-0446-5323-3506 Cindi Holyoak	104144242 - Software Maintenance

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U.S. Bank Corporate Payment	128691	CC04102024DG	04/26/2024	04/26/2024	136.36	4246-0441-0129-6816 David Gallegos	104220615 - Contracts
U.S. Bank Corporate Payment	128691	CC04102024DG	04/26/2024	04/26/2024	386.24	4246-0441-0129-6816 David Gallegos	104225270 - Utilities
U.S. Bank Corporate Payment	128691	CC04102024DM	04/26/2024	04/26/2024	-217.00	4246-0446-7010-6222 Debra McKee	104134610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	128691	CC04102024IT	04/26/2024	04/26/2024	114.51	4246-0470-0087-8873 Bruce Bushore	105430280 - Telephone
U.S. Bank Corporate Payment	128691	CC04102024JB	04/26/2024	04/26/2024	632.12	4246-0470-0118-9890 - Jay Begay	104211610 - Miscellaneous Supplies
U.S. Bank Corporate Payment	128691	CC04102024JP	04/26/2024	04/26/2024	139.46	4246-0446-7015-5641 Jackie Palmer	214414330 - Employee Education
U.S. Bank Corporate Payment	128691	CC04102024JP	04/26/2024	04/26/2024	175.70	4246-0446-7015-5641 Jackie Palmer	214412250 - Equipment Operation
U.S. Bank Corporate Payment	128691	CC04102024JP	04/26/2024	04/26/2024	318.56	4246-0446-7015-5641 Jackie Palmer	214414330 - Employee Education
U.S. Bank Corporate Payment	128691	CC04102024JP	04/26/2024	04/26/2024	2,786.00	4246-0446-7015-5641 Jackie Palmer	214412250 - Equipment Operation
U.S. Bank Corporate Payment	128691	CC04102024JT	04/26/2024	04/26/2024	112.03	4246-0446-6210-7352 Jed Tate	574424240 - Office Expense
U.S. Bank Corporate Payment	128691	CC04102024LL	04/26/2024	04/26/2024	13.08	4246-0446-6408-1829 Lehi Lacy	104230310 - Professional and Tech
U.S. Bank Corporate Payment	128691	CC04102024MR	04/26/2024	04/26/2024	76.36	4246-0470-0113-7634 Mikaela Ramsay	724581240 - Office Expense
U.S. Bank Corporate Payment	128691	CC04102024MR	04/26/2024	04/26/2024	105.52	4246-0470-0113-7634 Mikaela Ramsay	724581920 - Grant Expenses
U.S. Bank Corporate Payment	128691	CC04102024MR	04/26/2024	04/26/2024	366.32	4246-0470-0113-7634 Mikaela Ramsay	724581210 - Subscriptions and Me
U.S. Bank Corporate Payment	128691	CC04102024MR	04/26/2024	04/26/2024	638.31	4246-0470-0113-7634 Mikaela Ramsay	724581480 - Collection Developmen
U.S. Bank Corporate Payment	128691	CC04102024MS	04/26/2024	04/26/2024	73.30	4246-0400-1740-8495 Marsha Shumway	104230350 - State Prisoner Expens
U.S. Bank Corporate Payment	128691	CC04102024MS	04/26/2024	04/26/2024	95.00	4246-0400-1740-8495 Marsha Shumway	104230310 - Professional and Tech
U.S. Bank Corporate Payment	128691	CC04102024MS	04/26/2024	04/26/2024	100.71	4246-0400-1740-8495 Marsha Shumway	104230312 - Medical Expenses
U.S. Bank Corporate Payment	128691	CC04102024MS	04/26/2024	04/26/2024	113.00	4246-0400-1740-8495 Marsha Shumway	104210210 - Subscriptions and Me
U.S. Bank Corporate Payment	128691	CC04102024MS	04/26/2024	04/26/2024	461.28	4246-0400-1740-8495 Marsha Shumway	104210230 - Travel Expense
U.S. Bank Corporate Payment	128691	CC04102024MS	04/26/2024	04/26/2024	474.15	4246-0400-1740-8495 Marsha Shumway	104210250 - Equipment Operation
U.S. Bank Corporate Payment	128691	CC04102024NiP	04/26/2024	04/26/2024	30.00	4246-0470-0157-4398 Nicole Perkins	724581210 - Subscriptions and Me
U.S. Bank Corporate Payment	128691	CC04102024NiP	04/26/2024	04/26/2024	80.95	4246-0470-0157-4398 Nicole Perkins	724581240 - Office Expense
U.S. Bank Corporate Payment	128691	CC04102024NiP	04/26/2024	04/26/2024	304.93	4246-0470-0157-4398 Nicole Perkins	724581920 - Grant Expenses
U.S. Bank Corporate Payment	128691	CC04102024NiP	04/26/2024	04/26/2024	435.69	4246-0470-0157-4398 Nicole Perkins	724581250 - Computer Maintenanc
U.S. Bank Corporate Payment	128691	CC04102024NiP	04/26/2024	04/26/2024	1,181.16	4246-0470-0157-4398 Nicole Perkins	724581480 - Collection Developmen
U.S. Bank Corporate Payment	128691	CC04102024RN	04/26/2024	04/26/2024	898.84	4246-0446-7310-2301 Robert Nieman	101511002 - Unreconciled Credit Ca
U.S. Bank Corporate Payment	128691	CC04102024RV	04/26/2024	04/26/2024	34.98	4246-0446-7310-2319 Rosa Vargas	104113240 - Office Expense
U.S. Bank Corporate Payment	128691	CC04102024RV	04/26/2024	04/26/2024	139.44	4246-0446-7310-2319 Rosa Vargas	104111610 - Miscellaneous Supplies
U.S. Bank Corporate Payment	128691	CC04102024SB	04/26/2024	04/26/2024	86.95	4246-0446-5312-8805 Scott Burgess	264350950 - Expense Reimbursem
U.S. Bank Corporate Payment	128691	CC04102024SB	04/26/2024	04/26/2024	676.91	4246-0446-5312-8805 Scott Burgess	264350330 - Employee Education
U.S. Bank Corporate Payment	128691	CC04102024TA	04/26/2024	04/26/2024	580.31	4246-0446-5302-1950 Todd Adair	214414330 - Employee Education
U.S. Bank Corporate Payment	128691	CC04102024TG	04/26/2024	04/26/2024	102.76	4246-0400-1282-3698 Tammy Gallegos	104255280 - Telephone
U.S. Bank Corporate Payment	128691	CC04102024TG	04/26/2024	04/26/2024	104.86	4246-0400-1282-3698 Tammy Gallegos	104676610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	128691	CC04102024TG	04/26/2024	04/26/2024	120.00	4246-0400-1282-3698 Tammy Gallegos	104255280 - Telephone
U.S. Bank Corporate Payment	128691	CC04102024TG	04/26/2024	04/26/2024	182.74	4246-0400-1282-3698 Tammy Gallegos	104678323 - Meals - Monticello
U.S. Bank Corporate Payment	128691	CC04102024TG	04/26/2024	04/26/2024	226.64	4246-0400-1282-3698 Tammy Gallegos	104255230 - Travel Expense
U.S. Bank Corporate Payment	128691	CC04102024TG	04/26/2024	04/26/2024	278.00	4246-0400-1282-3698 Tammy Gallegos	104672330 - Employee Education
U.S. Bank Corporate Payment	128691	CC04102024TG	04/26/2024	04/26/2024	403.88	4246-0400-1282-3698 Tammy Gallegos	104686230 - Travel Expense
U.S. Bank Corporate Payment	128691	CC04102024TG	04/26/2024	04/26/2024	480.00	4246-0400-1282-3698 Tammy Gallegos	104684610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	128691	CC04102024TG	04/26/2024	04/26/2024	500.84	4246-0400-1282-3698 Tammy Gallegos	104675230 - Travel Expense
U.S. Bank Corporate Payment	128691	CC04102024TG	04/26/2024	04/26/2024	603.35	4246-0400-1282-3698 Tammy Gallegos	104684610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	128691	CC04102024TG	04/26/2024	04/26/2024	648.58	4246-0400-1282-3698 Tammy Gallegos	104255740 - Equipment Purchases
U.S. Bank Corporate Payment	128691	CC04112024SL	04/26/2024	04/26/2024	8.81	4246-0446-6210-7345 Samuel Long	104161240 - Office Expense
U.S. Bank Corporate Payment	128691	CC04112024SL	04/26/2024	04/26/2024	37.73	4246-0446-6210-7345 Samuel Long	104166260 - Buildings and Grounds
U.S. Bank Corporate Payment	128691	CC04112024SL	04/26/2024	04/26/2024	54.94	4246-0446-6210-7345 Samuel Long	454850310 - Professional and Tech
U.S. Bank Corporate Payment	128691	CC04112024SL	04/26/2024	04/26/2024	68.39	4246-0446-6210-7345 Samuel Long	104676260 - Buildings and Grounds
U.S. Bank Corporate Payment	128691	CC04112024SL	04/26/2024	04/26/2024	75.99	4246-0446-6210-7345 Samuel Long	454850310 - Professional and Tech

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U.S. Bank Corporate Payment	128691	CC04112024SL	04/26/2024	04/26/2024	86.53	4246-0446-6210-7345 Samuel Long	104676260 - Buildings and Grounds
U.S. Bank Corporate Payment	128691	CC04112024SL	04/26/2024	04/26/2024	99.52	4246-0446-6210-7345 Samuel Long	104676260 - Buildings and Grounds
U.S. Bank Corporate Payment	128691	CC04112024SL	04/26/2024	04/26/2024	116.67	4246-0446-6210-7345 Samuel Long	454850310 - Professional and Tech
U.S. Bank Corporate Payment	128691	CC04112024SL	04/26/2024	04/26/2024	145.96	4246-0446-6210-7345 Samuel Long	104166260 - Buildings and Grounds
U.S. Bank Corporate Payment	128691	CC04112024SL	04/26/2024	04/26/2024	290.33	4246-0446-6210-7345 Samuel Long	104676260 - Buildings and Grounds
U.S. Bank Corporate Payment	128691	CC04112024SL	04/26/2024	04/26/2024	338.18	4246-0446-6210-7345 Samuel Long	104166260 - Buildings and Grounds
U.S. Bank Corporate Payment	128691	CC04112024SL	04/26/2024	04/26/2024	388.59	4246-0446-6210-7345 Samuel Long	454850310 - Professional and Tech
U.S. Bank Corporate Payment	128691	CC20240425010	04/26/2024	04/26/2024	67.03	4246-0470-0151-3156 Grant Sunada	255012.620 - Local General Health
U.S. Bank Corporate Payment	128691	CC20240425010	04/26/2024	04/26/2024	256.82	4246-0470-0151-3156 Grant Sunada	255007.230 - Indirect Admin Travel
U.S. Bank Corporate Payment	128691	CC20240425020	04/26/2024	04/26/2024	19.00	4246-0446-5808-5489 TYLER KETRON	255281.242 - EED - Epidemiology S
U.S. Bank Corporate Payment	128691	CC20240425020	04/26/2024	04/26/2024	39.75	4246-0446-5808-5489 TYLER KETRON	255007.240 - Indirect Admin Office e
U.S. Bank Corporate Payment	128691	CC20240425020	04/26/2024	04/26/2024	40.39	4246-0446-5808-5489 TYLER KETRON	255220.620 - CSHCN Miscellaneou
U.S. Bank Corporate Payment	128691	CC20240425020	04/26/2024	04/26/2024	44.84	4246-0446-5808-5489 TYLER KETRON	255012.620 - Local General Health
U.S. Bank Corporate Payment	128691	CC20240425020	04/26/2024	04/26/2024	45.00	4246-0446-5808-5489 TYLER KETRON	255008.310 - Indirect Nursing Profe
U.S. Bank Corporate Payment	128691	CC20240425020	04/26/2024	04/26/2024	58.70	4246-0446-5808-5489 TYLER KETRON	255007.242 - Indirect Admin Softwar
U.S. Bank Corporate Payment	128691	CC20240425020	04/26/2024	04/26/2024	60.00	4246-0446-5808-5489 TYLER KETRON	255281.310 - EED - Epidemiology P
U.S. Bank Corporate Payment	128691	CC20240425020	04/26/2024	04/26/2024	87.63	4246-0446-5808-5489 TYLER KETRON	255010.330 - Indirect Health Insp E
U.S. Bank Corporate Payment	128691	CC20240425020	04/26/2024	04/26/2024	100.00	4246-0446-5808-5489 TYLER KETRON	255400.241 - Cancer Screening Pos
U.S. Bank Corporate Payment	128691	CC20240425020	04/26/2024	04/26/2024	119.24	4246-0446-5808-5489 TYLER KETRON	255009.240 - Indirect Health Edu Off
U.S. Bank Corporate Payment	128691	CC20240425020	04/26/2024	04/26/2024	321.98	4246-0446-5808-5489 TYLER KETRON	255220.230 - CSHCN Travel expens
U.S. Bank Corporate Payment	128691	CC20240425020	04/26/2024	04/26/2024	333.62	4246-0446-5808-5489 TYLER KETRON	255283.330 - EED - CHW Employee
U.S. Bank Corporate Payment	128691	CC20240425020	04/26/2024	04/26/2024	451.12	4246-0446-5808-5489 TYLER KETRON	104151210 - Subscriptions and Me
U.S. Bank Corporate Payment	128691	CC20240425020	04/26/2024	04/26/2024	552.47	4246-0446-5808-5489 TYLER KETRON	255193.230 - Home Visiting - PAT Tr
U.S. Bank Corporate Payment	128691	CC20240425020	04/26/2024	04/26/2024	634.61	4246-0446-5808-5489 TYLER KETRON	255061.230 - Tobacco Prevention Tr
U.S. Bank Corporate Payment	128691	CC20240425020	04/26/2024	04/26/2024	820.00	4246-0446-5808-5489 TYLER KETRON	255114.330 - WIC Breastfeeding Em
U.S. Bank Corporate Payment	128691	CC20240425020	04/26/2024	04/26/2024	965.39	4246-0446-5808-5489 TYLER KETRON	255040.480 - Preventative Block Gr
U.S. Bank Corporate Payment	128691	CC20240425020	04/26/2024	04/26/2024	1,065.51	4246-0446-5808-5489 TYLER KETRON	255310.230 - PHEP Preparedness T
					\$26,781.08		
					\$26,781.08		
U.S. Bank Equipment Finance	128692	526937461	04/26/2024	04/26/2024	286.42	SJC Econ Dev	104150240 - Office Expense
					\$286.42		
USU	128648	A35629-24-03	04/24/2024	04/25/2024	6.16	SJC Extension Support A35629-584500	104610610 - Miscellaneous Supplie
USU	128648	A35629-24-03	04/24/2024	04/25/2024	143.22	SJC Extension Support A35629-584500	104610241 - Postage
USU	128648	A35629-24-03	04/24/2024	04/25/2024	264.83	SJC Extension Support A35629-584500	104610480 - Special Department Su
USU	128648	A35629-24-03	04/24/2024	04/25/2024	286.21	SJC Extension Support A35629-584500	104610240 - Office Expense
USU	128648	A35629-24-03	04/24/2024	04/25/2024	732.16	SJC Extension Support A35629-584500	104610230 - Travel Expense
USU	128648	A35629-24-03	04/24/2024	04/25/2024	2,430.25	SJC Extension Support A35629-584500	104610620 - Miscellaneous Service
					\$3,862.83		
					\$3,862.83		
Utah Association of Counties	128649	7416	04/24/2024	04/25/2024	100.00	District Attorney Dues	104145310 - Professional and Tech
					\$100.00		
Utah Association of Destination Ma	128904	1043	05/13/2024	05/14/2024	150.00	SJC Econ Dev	104193210 - Subscriptions and Me
					\$150.00		

San Juan County
Check Register
General Fund Checking - Zions 566101143 - 04/12/2024 to 05/15/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Utah Association of Local Health D	128905	310	05/13/2024	05/14/2024	270.00	SJPH	255740.480 - State LHD Eviron Spe
					\$270.00		
Utah Counties Indemnity Pool	128906	3148	05/13/2024	05/14/2024	24,815.00	SJC Clerk	104965137 - Workmens Compensati
					\$24,815.00		
Utah County	128650	60679	04/24/2024	04/25/2024	100.00	Mental Health Hearings	104156310 - Professional and Tech
					\$100.00		
Utah LTAP Center	128568	2024041507354	04/15/2024	04/15/2024	1,885.00	SJC ROAD	214414330 - Employee Education
					\$1,885.00		
Utah Navajo Health System	128693	182184_032820	04/26/2024	04/26/2024	251.00	182184	104230312 - Medical Expenses
					\$251.00		
Utah Navajo Trust Fund	128747	UNTF05012024	05/01/2024	05/03/2024	165.00	UNTF Library Lease	724581915 - Transfers to Other Unit
					\$165.00		
Utah Restaurant Association	128572	4162024	04/15/2024	04/15/2024	2,500.00	Taste of Utah Road Tour	104193490 - Advertising and Promot
					\$2,500.00		
Utah Retirement Systems	EFT	1454018	04/22/2024	04/22/2024	6.42	Retirement Contributions	102224000 - Retirement Payable
Utah Retirement Systems	EFT	4-28-24URS	05/06/2024	05/06/2024	-236.62	URS Credit Applied	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR041424-3952	04/19/2024	04/22/2024	50.00	Traditional IRA	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR041424-3952	04/19/2024	04/22/2024	211.00	457 Retirement	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR041424-3952	04/19/2024	04/22/2024	221.44	State Retirement - Post Retired	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR041424-3952	04/19/2024	04/22/2024	452.80	401k Retirement - Post Retired	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR041424-3952	04/19/2024	04/22/2024	912.70	Roth IRA	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR041424-3952	04/19/2024	04/22/2024	1,016.00	Retirement Loan Repayment	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR041424-3952	04/19/2024	04/22/2024	5,424.59	401k Retirement	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR041424-3952	04/19/2024	04/22/2024	54,667.02	State Retirement	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR041524-3952	04/19/2024	04/22/2024	12.50	457 Retirement	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR041524-3952	04/19/2024	04/22/2024	993.02	401k Retirement	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR041524-3952	04/19/2024	04/22/2024	12,887.97	State Retirement	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR042824-3952	05/03/2024	05/06/2024	50.00	Traditional IRA	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR042824-3952	05/03/2024	05/06/2024	211.00	457 Retirement	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR042824-3952	05/03/2024	05/06/2024	221.44	State Retirement - Post Retired	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR042824-3952	05/03/2024	05/06/2024	452.80	401k Retirement - Post Retired	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR042824-3952	05/03/2024	05/06/2024	912.70	Roth IRA	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR042824-3952	05/03/2024	05/06/2024	1,016.00	Retirement Loan Repayment	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR042824-3952	05/03/2024	05/06/2024	5,658.56	401k Retirement	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR042824-3952	05/03/2024	05/06/2024	57,549.82	State Retirement	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR042924-3952	05/03/2024	05/06/2024	12.50	457 Retirement	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR042924-3952	05/03/2024	05/06/2024	1,008.58	401k Retirement	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR042924-3952	05/03/2024	05/06/2024	13,062.68	State Retirement	102224000 - Retirement Payable
					\$156,774.92		
					\$156,774.92		

San Juan County
Check Register
General Fund Checking - Zions 566101143 - 04/12/2024 to 05/15/2024

<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>
Utah State Division of Finance	128907	B1913_0510202	05/13/2024	05/14/2024	22,040.00	Loan number B1913	244850810 - Debt Principle Paymen
					\$22,040.00		
Utah State Treasurer	128581	UST_032024	04/15/2024	04/15/2024	10.00	Childrens Defense Fund	103222000 - Marriage Licenses
Utah State Treasurer	128581	UST_032024	04/15/2024	04/15/2024	17,105.33	Surcharge,Fines,Wildlife Resources	103511000 - Justice Court Fines
					\$17,115.33		
					\$17,115.33		
Utah Valley Radiology Associates	128797	UVRA110196	05/06/2024	05/06/2024	39.00	San Juan Public Health	255400.310 - Cancer Screening Pro
Utah Valley Radiology Associates	128908	UVRS150041	05/13/2024	05/14/2024	39.00	UVRA150041	255400.310 - Cancer Screening Pro
					\$78.00		
Utah Water Research Laboratory	128798	1560	05/06/2024	05/06/2024	210.00	SJC Public Health	255620.330 - DEQ Water Quality E
Utah Water Research Laboratory	128798	1561	05/06/2024	05/06/2024	210.00	SJC Public Health	255620.330 - DEQ Water Quality E
					\$420.00		
					\$420.00		
Verizon Wireless	128530	9960552643	04/15/2024	04/15/2024	85.14	642530092-00001	104145280 - Telephone
Verizon Wireless	128651	9960564209	04/24/2024	04/25/2024	53.34	742063425-00001	255008.280 - Indirect Nursing Telep
Verizon Wireless	128651	9960564209	04/24/2024	04/25/2024	53.34	742063425-00001	255281.280 - EED - Epidemiology T
Verizon Wireless	128651	9960564209	04/24/2024	04/25/2024	53.34	742063425-00001	255310.280 - PHEP Preparedness T
					\$160.02		
Verizon Wireless	128694	9961569672	04/26/2024	04/26/2024	133.36	265507612-00003	104150280 - Telephone
Verizon Wireless	128694	9961596984	04/26/2024	04/26/2024	93.35	265508664-00001	214414280 - Telephone
Verizon Wireless	128694	9961610461	04/26/2024	04/26/2024	931.55	665507629-00004	104230280 - Telephone
Verizon Wireless	128694	9961610482	04/26/2024	04/26/2024	157.83	665509557-00003	104610280 - Telephone
Verizon Wireless	128694	9961621031	04/26/2024	04/26/2024	196.74	765507047-00001	104111280 - Telephone
					\$1,512.83		
Verizon Wireless	128748	9961022007	05/02/2024	05/03/2024	25.90	365552000-00001	104684280 - Telephone
Verizon Wireless	128748	9961022007	05/02/2024	05/03/2024	25.91	365552000-00001	104679280 - Telephone
Verizon Wireless	128748	9961022007	05/02/2024	05/03/2024	25.91	365552000-00001	104682280 - Telephone
Verizon Wireless	128748	9961022007	05/02/2024	05/03/2024	272.55	365552000-00001	104672280 - Telephone
Verizon Wireless	128748	9961569680	05/02/2024	05/03/2024	85.14	265508079-00002	104255280 - Telephone
Verizon Wireless	128748	9961610459	05/03/2024	05/03/2024	983.81	665507629-00001	104230280 - Telephone
Verizon Wireless	128748	9961610462	05/03/2024	05/03/2024	50.97	665507629-00005	104146280 - Telephone
Verizon Wireless	128748	9961621047	05/02/2024	05/03/2024	35.56	765508819-00001	104679280 - Telephone
Verizon Wireless	128748	9961621047	05/02/2024	05/03/2024	35.56	765508819-00001	104682280 - Telephone
Verizon Wireless	128748	9961621047	05/02/2024	05/03/2024	35.56	765508819-00001	104684280 - Telephone
Verizon Wireless	128748	9961621047	05/02/2024	05/03/2024	53.34	765508819-00001	104675280 - Telephone
					\$1,630.21		
Verizon Wireless	128799	9961579888	05/06/2024	05/06/2024	117.93	365506843-00001	104225280 - Telephone
Verizon Wireless	128799	9961600355	05/03/2024	05/06/2024	24.38	565508016-00001	105430280 - Telephone
Verizon Wireless	128799	9961600355	05/03/2024	05/06/2024	53.34	565508016-00001	104256280 - Telephone
					\$195.65		

San Juan County
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General Fund Checking - Zions 566101143 - 04/12/2024 to 05/15/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Verizon Wireless	128909	9961610460	05/13/2024	05/14/2024	133.36	665507629-00003	104211610 - Miscellaneous Supplies
Verizon Wireless	128909	9963045261	05/14/2024	05/14/2024	85.14	642530092-00001	104145280 - Telephone
					\$218.50		
					\$3,802.35		
Walker, Shea	128535	SW04112024	04/15/2024	04/15/2024	115.50	Planning and Zoning	104114620 - Miscellaneous Services
					\$115.50		
Washington National Insurance	128818	PR041424-3382	04/19/2024	05/09/2024	1,650.49	Washington National	102229000 - Other Deductions Paya
Washington National Insurance	128818	PR041524-3382	04/19/2024	05/09/2024	64.57	Washington National	102229000 - Other Deductions Paya
Washington National Insurance	128818	PR042824-3382	05/03/2024	05/09/2024	1,650.49	Washington National	102229000 - Other Deductions Paya
Washington National Insurance	128818	PR042924-3382	05/03/2024	05/09/2024	64.57	Washington National	102229000 - Other Deductions Paya
					\$3,430.12		
					\$3,430.12		
Waste Management of Colorado	128695	431453-4889-2	04/26/2024	04/26/2024	192.67	16-82922-73004 Blanding Library	104163270 - Utilities
Waste Management of Colorado	128800	0432620-4889-5	05/06/2024	05/06/2024	216.43	19-36095-03000 SJC Public Health	255007.270 - Indirect Admin Utilities
Waste Management of Colorado	128800	432527-4889-2	05/03/2024	05/06/2024	89.65	16-83977-53000 SJC Road Dept	214414270 - Utilities
					\$306.08		
					\$498.75		
Welliver, Rachel Eileen	128653	Check Recut	04/25/2024	04/25/2024	50.00	SJC Justice Court	103511000 - Justice Court Fines
					\$50.00		
Wheeler Machinery Company	128552	PS001677595	04/15/2024	04/15/2024	386.02	SJC Road Dept	214412250 - Equipment Operation
Wheeler Machinery Company	128552	PS001677596	04/15/2024	04/15/2024	66.70	SJC Road Dept	214412250 - Equipment Operation
					\$452.72		
Wheeler Machinery Company	128696	PS001684849	04/26/2024	04/26/2024	2,384.00	SJC Road Dept	214412250 - Equipment Operation
Wheeler Machinery Company	128696	SS000484447	04/26/2024	04/26/2024	1,723.16	SJC Landfill	574424250 - Equipment Operation
					\$4,107.16		
Wheeler Machinery Company	128801	PS001691000	05/03/2024	05/06/2024	1,904.45	SJC Road Dept	214412250 - Equipment Operation
Wheeler Machinery Company	128910	PS001698086	05/14/2024	05/14/2024	279.62	SJC Road Dept	214412250 - Equipment Operation
Wheeler Machinery Company	128910	RS0000263052	05/14/2024	05/14/2024	20,000.00	SJC Road Dept	214414255 - Equipment Rental
Wheeler Machinery Company	128910	SS000488226	05/13/2024	05/14/2024	3,570.42	SJC Landfill	574424250 - Equipment Operation
					\$23,850.04		
					\$30,314.37		
Wilbur-Ellis Company	128911	7227249	05/14/2024	05/14/2024	34,480.35	SJC Weed Dept	104256480 - Special Department Su
					\$34,480.35		
Wilson, Lloyd	128537	LW04112024	04/15/2024	04/15/2024	115.50	Planning & Zoning Meeting	104114620 - Miscellaneous Services
					\$115.50		
Winterton Automotive Towing	128543	24-0408-25903	04/15/2024	04/15/2024	219.00	SJC Sheriff	104210250 - Equipment Operation
					\$219.00		

San Juan County
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General Fund Checking - Zions 566101143 - 04/12/2024 to 05/15/2024

<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>
Women's Professional Rodeo Ass	128303	WPRA032024	03/27/2024	05/07/2024	200.00	WPRA Fees	101321000 - Notes Receivable
					\$200.00		
Yamamoto-Sparks, Allison	128912	AYS05092024	04/24/2024	05/14/2024	207.00	Travel Reimbursement	104193230 - Travel Expense
Yamamoto-Sparks, Allison	128912	AYS05092024-b	04/24/2024	05/14/2024	2,120.50	Travel Reimbursement	104193230 - Travel Expense
					\$2,327.50		
					\$2,327.50		
Yazzie, Tisheena	128802	TY043024	05/06/2024	05/06/2024	570.32	Travel Reimbursement	255281.230 - EED - Epidemiology T
					\$570.32		
Young, Daniel	128544	DY04152024	04/15/2024	04/15/2024	234.00	PT Gear	104210330 - Employee Education
					\$234.00		
Zion's Way Home Health & Hospic	128913	ZWBD05092024	05/13/2024	05/14/2024	200.00	SJC Aging Services	104679615 - Contracts
Zion's Way Home Health & Hospic	128913	ZWDJ042024	05/13/2024	05/14/2024	160.00	SJC Aging Services	104684615 - Contracts
Zion's Way Home Health & Hospic	128913	ZWJF042024	05/13/2024	05/14/2024	240.00	SJC Aging Services	104679615 - Contracts
Zion's Way Home Health & Hospic	128913	ZWJP042024	05/13/2024	05/14/2024	80.00	SJC Aging Services	104679615 - Contracts
Zion's Way Home Health & Hospic	128913	ZWLL05092024	05/13/2024	05/14/2024	760.00	SJC Aging Services	104679615 - Contracts
Zion's Way Home Health & Hospic	128913	ZWSS042024	05/13/2024	05/14/2024	632.20	SJC Aging Services	104679615 - Contracts
Zion's Way Home Health & Hospic	128913	ZWWH042024	05/13/2024	05/14/2024	520.00	SJC Aging Services	104679615 - Contracts
					\$2,592.20		
					\$2,592.20		
					\$1,933,216.94		

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



Purchase From
 San Juan Building Supply ☐ State Contracted
 1050 S Main Street
 Blanding, UT 84511

Deliver To
 San Juan County Landfill
 South Hwy 191, MM 35 1/2
 Blanding, UT 84511
 435-678-3070
 Attention To :

Purchase Order
 P. O. No# 24-053
 Date 4/12/2024
 Your Ref#
 Our Ref# 2404-249785
 Credit Terms

Attention To :

Product ID	Description	Quantity	Unit Price	Amount
SO247832-000	4'x8' Gate	1	\$364.60	\$364.60
SO247832-001	4"x10' DQ40 Galv Post	2	\$112.81	\$225.62
SO247832-002	4"PS Ball Cap	2	\$2.37	\$4.74
SO247832-003	4" Tension Band	4	\$0.92	\$3.68
SO247832-004	4"x1-5/8" Bulldog Hinge	2	\$12.17	\$24.34
SO247832-005	1-5/8"x4" HD PS Fork Latch	1	\$4.25	\$4.25
CM80	80 lb Concrete Mix	42	\$8.57	\$359.94
QPD	Quikrete Pallet \$25 Dep/\$25/Ref	1	\$25.00	\$25.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Sub Total				\$1,012.17
Tax				Exempt
Freight				\$40.00
Invoice Total				\$1,052.17
Amount Paid				
Balance Due				\$1,052.17

Approved:

Department Head:

County Admin:

Terms and Conditions:



San Juan Building Supply
1050 S. Main Street
Blanding UT 84511
435-678-2000
Fax: 435-678-2160

24-053

CUSTOMER COPY



INVOICE

2404-249785

PAGE 1 OF 1

SOLD TO	JOB ADDRESS
SJ COUNTY P.O. BOX 338 MONTICELLO UT 84535	SJ COUNTY P.O. BOX 338 MONTICELLO UT 84535 435 587-3223 X4112

Thank you for Shopping
San Juan Building Supply

ACCOUNT	JOB
2370	0
SOLD ON	4/9/2024 8:41:24 AM
CUST PICKUP	
BRANCH	1000
CUSTOMER PO#	LANDFILL GATE
STATION	62
CASHIER	LP
SALESPERSON	1
ORDER ENTRY	LP

Quantity	UM	Item	Description	D	T	Price	Per	Amount
Order: 2403-247832								
1	EA	SO247832-000	4' X 8' GATE, 9GA FABRIC, 1-5/8" FRAME		Y	364.6000	EA	364.60
2	EA	SO247832-001	4' X 10' DQ40 GALV POST		Y	112.8100	EA	225.62
2	EA	SO247832-002	4" PS BALL CAP		Y	2.3700	EA	4.74
4	EA	SO247832-003	4" TENSION BAND		Y	0.9200	EA	3.68
2	EA	SO247832-004	4" X 1-5/8" BULLDOG HINGE		Y	12.1700	EA	24.34
1	EA	SO247832-005	1-5/8" X 4" HD PS FORK LATCH		Y	4.2500	EA	4.25
42	EA	CM80	80 LB. CONCRETE MIX		Y	8.5700	EA	359.94
1	EA	QPD	QUIKRETE PALLET \$25 DEP/\$25 REF		N	25.0000	EA	25.00
		Adjustment	POS Freight In					40.00
Invoice Total of 1,052.17 due 05/25/2024.								

Payment Method(s)

Charge to Acct 1,052.17

GOV. 0.00% EXE: 0	SubTotal	1,052.17
	Sales Tax	0.00
	Deposit	
Please Pay This Amount		1,052.17

RETURN POLICY

NO RETURNS WITHOUT RECEIPT
NO RETURNS AFTER 30 DAYS
NO DIMENSIONAL LUMBER RETURNS AFTER 48 HOURS
SPECIAL ORDERS ARE NOT RETURNABLE

Signature

PURCHASE ORDER

San Juan County

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



Purchase From

USU Trucking
576 W 200 S
Blanding, UT 84511
Phone: 435-678-2201
Attention To :

Deliver To

John Young
297 S. Main
Monticello, UT 84535
Phone: 435-587-2237
Attention To :

Purchase Order

P. O. No#
Date 5/7/2024
Your Ref# USU Truck
Our Ref#
Credit Terms Check

Product ID	Description	Quantity	Unit Price	Amount
Trucking	Jail bunks from Utah County to San Juan County	1	\$1,750.00	\$1,750.00
Item 50				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Sub Total				\$1,750.00
Tax				Exempt
Freight				
Invoice Total				\$1,750.00
Amount Paid				
Balance Due				\$1,750.00

Approved:

Department Head:

County Admin:

Terms and Conditions:

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

**Purchase From**

FleetPride ☒ State Contracted
1760 W Redwood Depot Ln Suite1
Salt Lake City, Utah 84104-3698

Deliver To

San Juan County
117 S. Main Street
Monticello, Utah 84535
Phone:435-587-3225
Attention To :

Purchase Order

P. O. No#	051524MVFIRE
Date	5/15/2024
Your Ref#	
Our Ref#	
Credit Terms	Cash

[illegible]

Terms and Conditions:

FleetPride

HEAVY DUTY PARTS & SERVICE

WWW.FLEETPRIDE.COM

PRICE UT 155 N 4400 0 (435) 587-3230

QUOTE

S0051588

SOURCE POS

REMIT TO:
FLEETPRIDE
PO BOX 84737
DALLAS TX 75284

SHIP TO	SHIP TO	INVOICE TYPE	QUOTE	INVOICE DATE	INVOICE NUMBER
WIC	PRC	CHARGE SALE		04/08/24	80011544
ROAD TO SAN JUAN COUNTY ROAD DEPT PO BOX 188 MONTICELLO UT 84535-0188 (435) 587-3230			SHIP TO: 000 0 0 000 TTTT SHIP 0 0 0 0 0 0 T E 0 0 0 0 0 0 T SHIP 0 0 0 0 0 0 T E 000 000 000 T SHIP		

CHECK NO.	SHIPPER NAME	ORIG. INVOICE NO.	FREIGHT	BILL OF LADING	TERMS
				WILL CALL	NET 30

PURCHASE ORDER NO.		REQUISITION/JOB NUMBER		ORDERED BY	ACCOUNT	SALESMAN
				RICHARD	120398-002	1754
QUANTITY		MFG. CODE	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
ORD.	SHIPPED					
1	0	555	6.7	COMPLETE ENGINE	16,956.00	16,956.00
B/O				COMPLETE ENGINE FOR 6.7 FORD (EA)		
				555 6.7 COMPLETE ENGINE ** CANCELLED **		
1	0	555	CORE FOR 6.7 ENGINE	CORE FOR FORD 6.7 COMPLETE ENGINE (EA)	4,200.00	4,200.00
B/O				555 CORE FOR 6.7 ENGINE ** CANCELLED **		
1	0	555	SKID	SKID CHARGE (EA)	857.14	857.14
B/O				555 SKID ** CANCELLED **		



CHECK OUT THE NEW FLEETPRIDE.COM!

FASTER WEBSITE SPEED, EASIER CHECKOUT PROCESS
IMPROVED, USER-FRIENDLY SITE NAVIGATION
AND MUCH MORE!

**BALANCE
DUE**

\$22,013.14

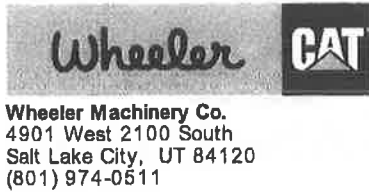
Parts & Service	Freight	Taxes
\$0.00	\$0.00	\$0.00

Terms and Conditions: By entering into a transaction with us you agree that the transaction is governed by our Terms and Conditions of Sale ("Terms"), available at <https://www.fleetpride.com/sale-terms-conditions/>. No variation to the Terms shall be effective unless expressly agreed in writing and signed by a person with authority. Parts are subject to the manufacturer's warranty and labor is warranted against defects in materials or workmanship for 90 days. WE MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Damages for loss of any warranty are limited to the money received for the parts/labor. For additional information, go to <https://www.fleetpride.com/fleetprideonline>.

We agree that payment of the cash price is due within the terms stated above. A MONTHLY CHARGE OF 1.5% PER MONTH (1.5% PER ANNU) shall be due upon the amount of any charge which has not been paid when due. PLEASE PAY YOUR BILLS PROMPTLY.

WE AGREE TO MAINTAIN RECORDS OF ALL PARTS AND LABOR FOR 90 DAYS. For additional information, go to <https://www.fleetpride.com/fleetprideonline>.

ALL PRICES AND RETURNED GOODS MUST BE APPROVED BY THE MANAGER.



RECEIVED
MAY 16 2024
APPROVED

INVOICE NUMBER	INVOICE DATE
EM12933	05-16-24
CUSTOMER NUMBER	INVOICE TOTAL
080103	3150.00
PLEASE REMIT TO:	
LB 413071 Wheeler Machinery Co. PO BOX 35143 Seattle, WA 98124-5143 Pay Online www.MyWheeler.net	

SAN JUAN COUNTY ROAD DEPT
PO BOX 188
MONTICELLO UT 84535

*SHIP TO SAN JUAN COUNTY
* 835 EAST HWY 491
* MONTICELLO UT 84535

P.D. # 56704
You may receive a survey call to measure our performance. Our goal is to provide an exceptional customer experience with nothing less than a score of 10. Have we earned that today?

INVOICE NUMBER	INVOICE DATE	CUSTOMER NO.	CUSTOMER ORDER NO.	STORE	DIV	SALESMAN	TERMS	PAGE
EM12933	05-16-24	080103	CAT ET/SIS RENEWALS	93	H	751	2	2
PSO / WO NO.	DOC. DATE	PC	LC	MC	SHIP VIA			INV SEQ NO.
EM12933	05-16-24	11	10	10				1
MAKE	MODEL	SERIAL NUMBER		EQUIPMENT NUMBER	METER READING		MACH ID NO.	

QUANTITY	ITEM	* N/R	DESCRIPTION	UNIT PRICE	EXTENSION
----------	------	-------	-------------	------------	-----------

TAX EXEMPTION LICENSE 12008361002-STC

S.J.C.R.D.

21.4414.210 \$3,150.00

5/16/24

PROFORMA INVOICE

*
*
*

Customer is required to advise WMC in writing of any disputed invoices or statements within ten (10) days of receipt of the same.

PAY THIS AMOUNT 3150.00

AMOUNT CREDITED

NOTICE: ANY ITEMS ON THIS INVOICE THAT ARE LATER RETURNED MUST BE ACCOMPANIED BY A COPY OF THIS INVOICE OR THE INVOICE NUMBER.

DUE DATE 06/15/2024



Wheeler Machinery Co.
4901 West 2100 South
Salt Lake City, UT 84120
(801) 974-0511

INVOICE NUMBER	INVOICE DATE
EM12933	05-16-24
CUSTOMER NUMBER	INVOICE TOTAL
080103	CONT'D
PLEASE REMIT TO:	
LB 413071 Wheeler Machinery Co. PO BOX 35143 Seattle, WA 98124-5143 Pay Online www.MyWheeler.net	

SAN JUAN COUNTY ROAD DEPT
PO BOX 188
MONTICELLO UT 84535

*SHIP TO SAN JUAN COUNTY
* 835 EAST HWY 491
* MONTICELLO UT 84535

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EM12933	05-16-24	080103		CAT ET/SIS RENEWALS		93	H	751	2	1
PSO / WO NO.	DOC. DATE	PC	LC	MC	SHIP VIA		INV SEQ NO.			
EM12933	05-16-24	11	10	10			1			
MAKE	MODEL	SERIAL NUMBER		EQUIPMENT NUMBER		METER READING		MACH ID NO.		

QUANTITY	ITEM	* N/R	DESCRIPTION	UNIT PRICE	EXTENSION
----------	------	-------	-------------	------------	-----------

* * * PROFORMA INVOICE * * *

INSTALL MACHINE SOFTWARE

THIS BILLING IS FOR TWO CATERPILLAR ELECTRONIC
TECHNICIAN SOFTWARE YEARLY LICENSE RENEWALS -
ONE FOR THE MONTICELLO SHOP AND ONE FOR THE
BLANDING SHOP.

2.00	CAT ET SUBSCRIPT	2160.00
	TOTAL MISC CHGS SEG. 01	2160.00 *
	SEGMENT 01 TOTAL	2160.00 T

INSTALL MACHINE SOFTWARE

THIS BILLING IS FOR CATERPILLAR SIS WEB ONLINE
ACCESS TO SERVICE INFORMATION YEARLY SUBSCRIPTION
RENEWAL FOR THE ROAD DEPARTMENT.

1.00	SIS WEB ONLINE *	990.00
	TOTAL MISC CHGS SEG. 02	990.00 *
	SEGMENT 02 TOTAL	990.00 T

Customer is required to advise WMC in writing of any disputed Invoices or statements within ten (10) days of receipt of the same.

PAY THIS
AMOUNT

CONT'D

AMOUNT
CREDITED

DUE DATE

NOTICE: ANY ITEMS ON THIS INVOICE THAT ARE LATER RETURNED MUST BE ACCOMPANIED BY A COPY OF THIS INVOICE OR THE INVOICE NUMBER.



COMMISSION STAFF REPORT

MEETING DATE: May 21, 2024

SUBMITTED BY: Tammy Gallegos, Aging Director

TITLE: Consideration and Approval of the 2023 Contract with Zions Way to Purchase Caregiver In Home Care Services

RECOMMENDATION: Approval

SUMMARY

Consideration and Approval of the 2023 Contract with Zions Way to Purchase Caregiver In Home Care Services. We contract out home services every year. This is a renewal of the contract.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

State Funding

CAREGIVER RESPITE CARE CONTRACT

CONTRACT PRINCIPLES: San Juan County, San Juan County Courthouse, P.O. Box 9, Monticello, Utah 84535, hereinafter referred to as COUNTY, and Zions Way hereinafter referred to as CONTRACTOR

- II. **CONTRACT PERIOD:** July 1, 2024 thru June 31, 2025. This contract may be canceled by either party upon 30 days written notice.

- III. **METHOD OF CONTRACTOR PAYMENT:** The CONTRACTOR shall be reimbursed by the COUNTY, rates specified in Attachment A, for services provided in accordance with the terms and conditions of the contract. The CONTRACTOR shall submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered. All billing for the previous year needs to be turned in by January 20th of the new year for payment; any invoices turned in from the past year after this time will not be processed for payment.

- IV. **PURPOSE OF CONTRACT:** To provide eligible residents of San Juan County intermittent and/or time limited relief to Caregivers of adults who are suffering chronic long term illnesses or conditions where the level of such caregiving responsibilities creates extreme stress and other sources of informal relief are not sufficient.

V. ATTACHMENTS

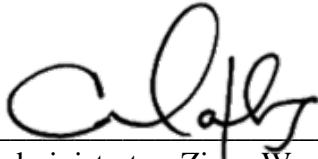
- A. Cost of Service
- B. CONTRACTOR'S responsibilities
- C. COUNTY'S responsibilities
- D. Budget

VI. POLICY(s):

Any changes made to the policies concerning this contract will take effect no later than 90 days after adoption of the policy, or sooner upon agreement by both parties.

SIGNATURES:

In witness whereof, the parties sign and cause this contract to be executed:

CONTRACTOR: _____
Administrator, Zions Way

Date 5/6/2024

COUNTY:_____
Chairman, San Juan County Commission

Date_____

COUNTY:_____
Tammy Gallegos, Director, Area Agency on Aging

Date_____

ATTACHMENT A

COST OF SERVICE

	<u>Unit</u>	<u>Fee</u>
Respite service	1 hour	\$ 40 . 00
Travel		
Mileage	1 mile	\$0 . 54
Staff	1/4 hour	\$10 . 00

ATTACHMENT B

CONTRACTOR RESPONSIBILITIES

The CONTRACTOR agrees to:

Comply with the Caregiver Respite Care Policy (UCA R510-401), with greatest concern for rural elderly, those with greatest economic and social need, particularly low-income minority, and those with severe disabilities with the objective of informing such persons of the availability of services.

- II. Provide caregiver respite service along with information and assistance.
- III. Recruit, hire, train and supervise qualified staff to provide caregiver respite services.
- IV. Title to all work, records of work, and documents become property of the COUNTY upon termination of the contract.
- V. Keep financial records and records of client progress in strictest confidence and provide access only to county, state or federal officials regarding these records. In addition, financial records indicating the collection of fees shall be maintained as required by county, state and/or federal regulations. Records will be released according to CONTRACTOR's policies and procedures.
- VI. Keep on file, fiscal and other records necessary for reporting and accountability required by the COUNTY and shall retain such records for at least four (4) years after last payment has been made on this contract, or until all audits initiated prior to three (3) years after contract termination have been completed.
- VII. Hold harmless, defend, and indemnify the COUNTY for all claims made against the COUNTY as a result of the acts or omissions of any employee or person retained by the CONTRACTOR, or, arising out of work performed by the CONTRACTOR under authority of this agreement.
- VIII. Allow for site visits by county, state, or federal officials for the purpose of monitoring services and/or resolving consumer complaints of this agreement.
- IX. Meet all applicable licensing or other standards required by Federal or State laws or regulations and ordinances of the City and County in which the services and/or care is provided and continue to comply with such licensing for duration of the contract period.

- X. Shall maintain general liability insurance coverage in the amount of \$100,000 and automobile insurance coverage with a combined single limit, or the equivalent of not less than \$300,000.
- XI. Bring to the attention of the COUNTY the protective service needs of persons served.
- XII. Submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered.
- XIII. Accept that all caregiver and patient files through this contract shall be COUNTY property:
- XIV. Attend training provided by the State Division of Aging and Adult Services.

ATTACHMENT C**COUNTY RESPONSIBILITIES**

The COUNTY agrees to:

Conduct eligibility and assessment activities for current and potential caregiver respite program clients as provided in State Policy

- II. Provide referrals to CONTRACTOR
- III. Maintain fiscal audit trail tied to the individual client.
- IV. Maintain inventory of equipment purchases and provide equipment storage if necessary.
- V Assist applicants or recipients in following procedures for a Fair Hearing regarding delivery of services.
- VI. Make and document periodic monitor reviews of contract provisions.
- VII. Provide program development.
- VIII. Conduct on-going program evaluation with a written annual report.
- IX. Provide technical assistance and training on requests.



COMMISSION STAFF REPORT

MEETING DATE: May 21, 2024

SUBMITTED BY: Tammy Gallegos, Aging Director

TITLE: Consideration and Approval of the 2024 Contract with Zions Way to Purchase Alternatives In Home Care Services

RECOMMENDATION: Approval

SUMMARY

Consideration and Approval of the 2024 Contract with Zions Way to Purchase Alternatives In Home Care Services. We contract out home services every year. This is a renewal of the contract.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

State Funding

**CONTRACT TO PURCHASE CASE MANAGEMENT
AND HOME HEALTH SERVICES
(Home and Community Based Alternatives program - HCBA)**

CONTRACT PRINCIPLES: San Juan County, San Juan County Courthouse, P.O. Box 9, Monticello, Utah 84535, hereinafter referred to as COUNTY, and Zions Way, hereinafter referred to as CONTRACTOR.

- II. CONTRACT PERIOD: July 1, 2024 thru June 30, 2025. This contract may be canceled by either party upon 30 days written notice.
- III. METHOD OF CONTRACTOR PAYMENT: The CONTRACTOR shall be reimbursed by the COUNTY, rates specified in Attachment A, for services provided in accordance with the terms and conditions of the contract. The CONTRACTOR shall submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered. All billing for the previous year needs to be turned in by January 20th of the new year for payment; any invoices turned in from the past year after this time will not be processed for payment.
- IV. PURPOSE OF CONTRACT: To provide to eligible residents of San Juan County who are at high risk of nursing home admission, skilled nursing, home health aide, personal care aide and homemaker services.
- V. ATTACHMENTS:
- A. Prices
 - B. CONTRACTOR'S Responsibilities
 - C. COUNTY'S Responsibilities
 - D. Budget Attachment
- VI. POLICY(s):
- Any changes made to the policies concerning this contract will take effect no later than 90 days after adoption of the policy, or sooner upon agreement by both parties.

SIGNATURES:

In witness whereof, the parties sign and cause this contract to be executed:

CONTRACTOR:



Administrator, Zions Way

Date 5/6/2024

COUNTY:

Chairman, San Juan County Commission

Date

COUNTY:

Tammy Gallegos, Director, Area Agency on Aging

Date

ATTACHMENT A

COST OF SERVICE	Unit	Fee
Skilled Nursing Service	1 visit	\$ 80.00
Home Health/Personal Care Aide	1 hour	\$ 40.00
Homemaker	1 hour	\$ 40.00
Travel	Per mile	\$0.54
	1/4 hour	\$ 10.00

ATTACHMENT B

CONTRACTOR

RESPONSIBILITIES The

CONTRACTOR agrees to:

- Comply with the Home and Community Based Alternatives (HCBA) Standards and Procedures (UCA R510-400) and Title 3-B of the Older Americans Act, and SSBG with greatest concern for rural elderly, those with greatest economic and social need, particularly low-income minority, and those with severe disabilities with the objective of informing such persons of the availability of services.
- II. Provide the following services:
 - A. Skilled Nursing
 - B. Home Health Aide
 - C. Personal Care Aide
 - D. Homemaker
 - E. Other services as deemed appropriate and necessary
- III. Recruit, hire, train and supervise qualified staff.
- IV. Title to all work, records of work, documents, and equipment purchased with HCBA funds are property of the COUNTY thru the duration of this contract.
- V. Keep financial records and records of client progress in strictest confidence and provide access only to county, state or federal officials regarding these records. In addition, financial records indicating the collection of fees shall be maintained as required by county, state and/or federal regulations. Records will be released according to CONTRACTOR's policies and procedures.
- VI. Keep on file, fiscal and other records necessary for reporting and accountability required by the COUNTY and shall retain such records for at least five (5) years after last payment has been made on this contract, or until all audits initiated prior to five (5) years after contract termination have been completed. All patient records and documents are property of the COUNTY in relation to this contract.
- VII. Hold harmless, defend, and indemnify the COUNTY for all claims made against the COUNTY as a result of the acts or omissions of any employee or person retained by the CONTRACTOR, or, arising out of work performed by the CONTRACTOR under authority of this agreement.
- IX. VIII. Allow for site visits by county, state, or federal officials for the purpose of monitoring services and/or resolving consumer complaints of this agreement.

- X. Meet all applicable licensing or other standards required by Federal or State laws or regulations and ordinances of the City and County in which the services and/or care is provided and continue to comply with such licensing for duration of the contract period.
- XI. Shall maintain general liability insurance coverage in the amount of \$100,000 and automobile insurance coverage with a combined single limit, or the equivalent of not less than \$300,000.
- XII. Bring to the attention of the COUNTY the protective service needs of persons served.
- XIII. Submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered.
- XIV. Attend training provided by the State Division of Aging and Adult Services.

ATTACHMENT C

COUNTY

RESPONSIBILITIES The

COUNTY agrees to:

- I. Conduct eligibility and assessment activities for current and potential HCBA program clients as provided in State Policy.
- II. Provide referrals to CONTRACTOR.
- III. Maintain fiscal audit trail tied to the individual client.
- IV. Assist applicants or recipients in following procedures for a Fair Hearing regarding delivery of services.
- V. Make and document periodic monitor reviews of contract provisions.
- VI. Provide program development.
- VII. Conduct on-going program evaluation with a written annual report.
- VIII. Provide technical assistance and training on requests.
- IX. Authorize individual waivers to approve services for clients with extenuating circumstances.
- X. Maintain inventory of all equipment purchased thru HCBA program. All equipment purchased thru this contract will be the property of the COUNTY. Arrange for clients to access the equipment needed on case by case basis.



COMMISSION STAFF REPORT

MEETING DATE: May 21, 2024

SUBMITTED BY: Tammy Gallegos, Aging Director

TITLE: Consideration and Approval of the 2024 Contract with Comfort At Home Care to Purchase Alternatives In Home Care Services

RECOMMENDATION: Approval

SUMMARY

Consideration and Approval of the 2024 Contract with Comfort At Home Care to Purchase Alternatives In Home Care Services. We contract out home services every year. This is a renewal of the contract.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

State Funding

**CONTRACT TO PURCHASE CASE MANAGEMENT
AND HOME HEALTH SERVICES
(Home and Community Based Alternatives program - HCBA)**

CONTRACT PRINCIPLES: San Juan County, San Juan County Courthouse, P.O. Box 9, Monticello, Utah 84535, hereinafter referred to as COUNTY, and Comfort At Home Care, hereinafter referred to as CONTRACTOR.

- II. CONTRACT PERIOD: July 1, 2024 thru June 30, 2025 This contract may be canceled by either party upon 30 days written notice.
- III. METHOD OF CONTRACTOR PAYMENT: The CONTRACTOR shall be reimbursed by the COUNTY, rates specified in Attachment A, for services provided in accordance with the terms and conditions of the contract. The CONTRACTOR shall submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered. All billing for the previous year needs to be turned in by January 20th of the new year for payment; any invoices turned in from the past year after this time will not be processed for payment.
- IV. PURPOSE OF CONTRACT: To provide to eligible residents of San Juan County who are at high risk of nursing home admission, skilled nursing, home health aide, personal care aide and homemaker services.
- V. ATTACHMENTS:
- A. Prices
 - B. CONTRACTOR'S Responsibilities
 - C. COUNTY'S Responsibilities
 - D. Budget Attachment
- VI. POLICY(s):
- Any changes made to the policies concerning this contract will take effect no later than 90 days after adoption of the policy, or sooner upon agreement by both parties.

SIGNATURES:

In witness whereof, the parties sign and cause this contract to be executed:

CONTRACTOR: Jana Bailey
Administrator, Comfort At Home Care

Date 5/12/24

COUNTY: _____
Chairman, San Juan County Commission

Date _____

COUNTY: _____
Tammy Gallegos, Director, Area Agency on Aging

Date _____

ATTACHMENT A

COST OF SERVICE

	<u>Unit</u>	<u>Fee</u>
Skilled Nursing Service	1 visit	\$ N/A
Home Health/Personal Care Aide	1 hour	\$ 24.50
Homemaker	1 hour	\$ 24.50
Travel	Per mile	- \$ 1.00
	1/4 hour	\$ 6.13

ATTACHMENT B

CONTRACTOR

RESPONSIBILITIES The

CONTRACTOR agrees to:

Comply with the Home and Community Based Alternatives (HCBA) Standards and Procedures (UCA R510-400) and Title 3-B of the Older Americans Act, and SSBG with greatest concern for rural elderly, those with greatest economic and social need, particularly low-income minority, and those with severe disabilities with the objective of informing such persons of the availability of services.

- II. Provide the following services:
 - A. Skilled Nursing
 - B. Home Health Aide
 - C. Personal Care Aide
 - D. Homemaker
 - E. Other services as deemed appropriate and necessary
- III. Recruit, hire, train and supervise qualified staff.
- IV. Title to all work, records of work, documents, and equipment purchased with HCBA funds are property of the COUNTY thru the duration of this contract.
- V. Keep financial records and records of client progress in strictest confidence and provide access only to county, state or federal officials regarding these records. In addition, financial records indicating the collection of fees shall be maintained as required by county, state and/or federal regulations. Records will be released according to CONTRACTOR's policies and procedures.
- VI. Keep on file, fiscal and other records necessary for reporting and accountability required by the COUNTY and shall retain such records for at least five (5) years after last payment has been made on this contract, or until all audits initiated prior to five (5) years after contract termination have been completed. All patient records and documents are property of the COUNTY in relation to this contract.
- VII. Hold harmless, defend, and indemnify the COUNTY for all claims made against the COUNTY as a result of the acts or omissions of any employee or person retained by the CONTRACTOR, or, arising out of work performed by the CONTRACTOR under authority of this agreement.
- IX. VIII. Allow for site visits by county, state, or federal officials for the purpose of monitoring services and/or resolving consumer complaints of this agreement.

- X. Meet all applicable licensing or other standards required by Federal or State laws or regulations and ordinances of the City and County in which the services and/or care is provided and continue to comply with such licensing for duration of the contract period.
- XI. Shall maintain general liability insurance coverage in the amount of \$100,000 and automobile insurance coverage with a combined single limit, or the equivalent of not less than \$300,000.
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- XIII. Submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered.
- XIV. Attend training provided by the State Division of Aging and Adult Services.

ATTACHMENT C

COUNTY

RESPONSIBILITIES The

COUNTY agrees to:

- I. Conduct eligibility and assessment activities for current and potential HCBA program clients as provided in State Policy.
- II. Provide referrals to CONTRACTOR.
- III. Maintain fiscal audit trail tied to the individual client.
- IV. Assist applicants or recipients in following procedures for a Fair Hearing regarding delivery of services.
- V. Make and document periodic monitor reviews of contract provisions.
- VI. Provide program development.
- VII. Conduct on-going program evaluation with a written annual report.
- VIII. Provide technical assistance and training on requests.
- IX. Authorize individual waivers to approve services for clients with extenuating circumstances.
- X. Maintain inventory of all equipment purchased thru HCBA program. All equipment purchased thru this contract will be the property of the COUNTY. Arrange for clients to access the equipment needed on case by case basis.



COMMISSION STAFF REPORT

MEETING DATE: May 21, 2024

SUBMITTED BY: Tammy Gallegos, Aging Director

TITLE: Consideration and Approval of the 2024 Contract with Comfort At Home Care to Purchase Caregiver In Home Care Services

RECOMMENDATION: Approval

SUMMARY

Consideration and Approval of the 2024 Contract with Comfort At Home Care to Purchase Caregiver In Home Care Services. We contract out home services every year. This is a renewal of the contract.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

State Funding

**CONTRACT TO PURCHASE CASE MANAGEMENT
AND HOME HEALTH SERVICES
(Home and Community Based Alternatives program - HCBA)**

CONTRACT PRINCIPLES: San Juan County, San Juan County Courthouse, P.O. Box 9, Monticello, Utah 84535, hereinafter referred to as COUNTY, and Comfort At Home Care, hereinafter referred to as CONTRACTOR.

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- IV. PURPOSE OF CONTRACT: To provide to eligible residents of San Juan County who are at high risk of nursing home admission, skilled nursing, home health aide, personal care aide and homemaker services.
- V. ATTACHMENTS:
- A. Prices
 - B. CONTRACTOR'S Responsibilities
 - C. COUNTY'S Responsibilities
 - D. Budget Attachment
- VI. POLICY(s):
- Any changes made to the policies concerning this contract will take effect no later than 90 days after adoption of the policy, or sooner upon agreement by both parties.

SIGNATURES:

In witness whereof, the parties sign and cause this contract to be executed:

CONTRACTOR: Jana Bailey
Administrator, Comfort At Home Care

Date 5/12/24

COUNTY: _____
Chairman, San Juan County Commission

Date _____

COUNTY: _____
Tammy Gallegos, Director, Area Agency on Aging

Date _____

ATTACHMENT A

COST OF SERVICE

	<u>Unit</u>	<u>Fee</u>
Skilled Nursing Service	1 visit	\$ N/A
Home Health/Personal Care Aide	1 hour	\$ 24.50
Homemaker	1 hour	\$ 24.50
Travel	Per mile	- \$ 1.00
	1/4 hour	\$ 6.13

ATTACHMENT B

CONTRACTOR

RESPONSIBILITIES The

CONTRACTOR agrees to:

Comply with the Home and Community Based Alternatives (HCBA) Standards and Procedures (UCA R510-400) and Title 3-B of the Older Americans Act, and SSBG with greatest concern for rural elderly, those with greatest economic and social need, particularly low-income minority, and those with severe disabilities with the objective of informing such persons of the availability of services.

- II. Provide the following services:
 - A. Skilled Nursing
 - B. Home Health Aide
 - C. Personal Care Aide
 - D. Homemaker
 - E. Other services as deemed appropriate and necessary
- III. Recruit, hire, train and supervise qualified staff.
- IV. Title to all work, records of work, documents, and equipment purchased with HCBA funds are property of the COUNTY thru the duration of this contract.
- V. Keep financial records and records of client progress in strictest confidence and provide access only to county, state or federal officials regarding these records. In addition, financial records indicating the collection of fees shall be maintained as required by county, state and/or federal regulations. Records will be released according to CONTRACTOR's policies and procedures.
- VI. Keep on file, fiscal and other records necessary for reporting and accountability required by the COUNTY and shall retain such records for at least five (5) years after last payment has been made on this contract, or until all audits initiated prior to five (5) years after contract termination have been completed. All patient records and documents are property of the COUNTY in relation to this contract.
- VII. Hold harmless, defend, and indemnify the COUNTY for all claims made against the COUNTY as a result of the acts or omissions of any employee or person retained by the CONTRACTOR, or, arising out of work performed by the CONTRACTOR under authority of this agreement.
- IX. VIII. Allow for site visits by county, state, or federal officials for the purpose of monitoring services and/or resolving consumer complaints of this agreement.

- X. Meet all applicable licensing or other standards required by Federal or State laws or regulations and ordinances of the City and County in which the services and/or care is provided and continue to comply with such licensing for duration of the contract period.
- XI. Shall maintain general liability insurance coverage in the amount of \$100,000 and automobile insurance coverage with a combined single limit, or the equivalent of not less than \$300,000.
- XII. Bring to the attention of the COUNTY the protective service needs of persons served.
- XIII. Submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered.
- XIV. Attend training provided by the State Division of Aging and Adult Services.

ATTACHMENT C

COUNTY

RESPONSIBILITIES The

COUNTY agrees to:

- I. Conduct eligibility and assessment activities for current and potential HCBA program clients as provided in State Policy.
- II. Provide referrals to CONTRACTOR.
- III. Maintain fiscal audit trail tied to the individual client.
- IV. Assist applicants or recipients in following procedures for a Fair Hearing regarding delivery of services.
- V. Make and document periodic monitor reviews of contract provisions.
- VI. Provide program development.
- VII. Conduct on-going program evaluation with a written annual report.
- VIII. Provide technical assistance and training on requests.
- IX. Authorize individual waivers to approve services for clients with extenuating circumstances.
- X. Maintain inventory of all equipment purchased thru HCBA program. All equipment purchased thru this contract will be the property of the COUNTY. Arrange for clients to access the equipment needed on case by case basis.



COMMISSION STAFF REPORT

MEETING DATE: May 21, 2024

SUBMITTED BY: Tammy Gallegos, Aging Director

TITLE: Consideration and Approval of the 2024 Contract with Rocky Mountain Home health to Purchase Alternatives In Home Care Services

RECOMMENDATION: Approval

SUMMARY

Consideration and Approval of the 2024 Contract with Rocky Mountain Home Health to Purchase Alternatives In Home Care Services. We contract out home services every year. This is a renewal of the contract.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

State Funding

**CONTRACT TO PURCHASE CASE MANAGEMENT
AND HOME HEALTH SERVICES
(Home and Community Based Alternatives program - HCBA)**

- CONTRACT PRINCIPLES: San Juan County, San Juan County Courthouse, P.O. Box 9, Monticello, Utah 84535, hereinafter referred to as COUNTY, and BCBU Inc. dba Rocky Mountain Home Care, 598 W 900 S, Suite 220, Woods Cross, UT 84010, hereinafter referred to as CONTRACTOR.
- II. CONTRACT PERIOD: July 1, 2024 thru June 30, 2025. This contract may be canceled by either party upon 30 days written notice.
- III. METHOD OF CONTRACTOR PAYMENT: The CONTRACTOR shall be reimbursed by the COUNTY, rates specified in Attachment A, for services provided in accordance with the terms and conditions of the contract. The CONTRACTOR shall submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered.
- IV. PURPOSE OF CONTRACT: To provide to eligible residents of San Juan County who are at high risk of nursing home admission, skilled nursing, home health aide, personal care aide and homemaker services.
- V. ATTACHMENTS:
- A. Prices
 - B. CONTRACTOR'S Responsibilities
 - C. COUNTY'S Responsibilities
 - D. Budget Attachment
- VI. POLICY(s):
- Any changes made to the policies concerning this contract will take effect no later than 90 days after adoption of the policy, or sooner upon agreement by both parties.

SIGNATURES:

In witness whereof, the parties sign and cause this contract to be executed:

CONTRACTOR: Darlene Dunn
Dee Dunn | Vice President - Home Health & Hospice Operations |
BCBU Inc dba Rocky Mountain Home Care

Date 5/13/2024 MDT

COUNTY: _____
Chairman, San Juan County Commission

Date _____

COUNTY: _____
Tammy Gallegos, Director, Area Agency on Aging

Date _____

ATTACHMENT A

COST OF SERVICE	Unit	Fee
Skilled Nursing Service	1 visit	\$ 64.89
Home Health/Personal Care Aide	1 hour	\$ 59.75
Homemaker	1 hour	\$ 59.75
Travel	Per mile	
	1/4 hour	\$13.40

ATTACHMENT B

CONTRACTOR

RESPONSIBILITIES The

CONTRACTOR agrees to:

Comply with the Home and Community Based Alternatives (HCBA) Standards and Procedures (UCA R510-400) and Title 3-B of the Older Americans Act, and SSBG with greatest concern for rural elderly, those with greatest economic and social need, particularly low-income minority, and those with severe disabilities with the objective of informing such persons of the availability of services.

- II. Provide the following services:
 - A. Skilled Nursing
 - B. Home Health Aide
 - C. Personal Care Aide
 - D. Homemaker
 - E. Other services as deemed appropriate and necessary
- III. Recruit, hire, train and supervise qualified staff.
- IV. Title to all work, records of work, documents, and equipment purchased with HCBA funds are property of the COUNTY thru the duration of this contract.
- V. Keep financial records and records of client progress in strictest confidence and provide access only to county, state or federal officials regarding these records. In addition, financial records indicating the collection of fees shall be maintained as required by county, state and/or federal regulations. Records will be released according to CONTRACTOR's policies and procedures.
- VI. Keep on file, fiscal and other records necessary for reporting and accountability required by the COUNTY and shall retain such records for at least five (5) years after last payment has been made on this contract, or until all audits initiated prior to five (5) years after contract termination have been completed. All patient records and documents are property of the COUNTY in relation to this contract.
- VII. Hold harmless, defend, and indemnify the COUNTY for all claims made against the COUNTY as a result of the acts or omissions of any employee or person retained by the CONTRACTOR, or, arising out of work performed by the CONTRACTOR under authority of this agreement.
- IX. VIII. Allow for site visits by county, state, or federal officials for the purpose of monitoring services and/or resolving consumer complaints of this agreement.

- X. Meet all applicable licensing or other standards required by Federal or State laws or regulations and ordinances of the City and County in which the services and/or care is provided and continue to comply with such licensing for duration of the contract period.
- XI. Shall maintain general liability insurance coverage in the amount of \$100,000 and automobile insurance coverage with a combined single limit, or the equivalent of not less than \$300,000.
- XII. Bring to the attention of the COUNTY the protective service needs of persons served.
- XIII. Submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered.
- XIV. Attend training provided by the State Division of Aging and Adult Services.

ATTACHMENT C

COUNTY

RESPONSIBILITIES The

COUNTY agrees to:

- I. Conduct eligibility and assessment activities for current and potential HCBA program clients as provided in State Policy.
- II. Provide referrals to CONTRACTOR.
- III. Maintain fiscal audit trail tied to the individual client.
- IV. Assist applicants or recipients in following procedures for a Fair Hearing regarding delivery of services.
- V. Make and document periodic monitor reviews of contract provisions.
- VI. Provide program development.
- VII. Conduct on-going program evaluation with a written annual report.
- VIII. Provide technical assistance and training on requests.
- IX. Authorize individual waivers to approve services for clients with extenuating circumstances.
- X. Maintain inventory of all equipment purchased thru HCBA program. All equipment purchased thru this contract will be the property of the COUNTY. Arrange for clients to access the equipment needed on case by case basis.



COMMISSION STAFF REPORT

MEETING DATE: May 21, 2024

SUBMITTED BY: Tammy Gallegos, Aging Director

TITLE: Consideration and Approval of the 2024 Contract with Rocky Mountain Home Care to Purchase Caregiver In Home Care Services

RECOMMENDATION: Approval

SUMMARY

Consideration and Approval of the 2024 Contract with Rocky Mountain Home Care to Purchase Caregiver In Home Care Services. We contract out home services every year. This is a renewal of the contract.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

State Funding

CAREGIVER RESPITE CARE CONTRACT

CONTRACT PRINCIPLES: San Juan County, San Juan County Courthouse, P.O. Box 9, Monticello, Utah 84535, hereinafter referred to as COUNTY, BCBU Inc. dba Rocky Mountain Home Care, 598 W 900 S, Suite 220, Woods Cross, UT 84010, hereinafter referred to as CONTRACTOR

- II. **CONTRACT PERIOD:** July 1, 2024 thru June 31, 2025. This contract may be canceled by either party upon 30 days written notice.

- III. **METHOD OF CONTRACTOR PAYMENT:** The CONTRACTOR shall be reimbursed by the COUNTY, rates specified in Attachment A, for services provided in accordance with the terms and conditions of the contract. The CONTRACTOR shall submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered.

- IV. **PURPOSE OF CONTRACT:** To provide eligible residents of San Juan County intermittent and/or time limited relief to Caregivers of adults who are suffering chronic long term illnesses or conditions where the level of such caregiving responsibilities creates extreme stress and other sources of informal relief are not sufficient.

- V. **ATTACHMENTS**
 - A. Cost of Service
 - B. CONTRACTOR'S responsibilities
 - C. COUNTY'S responsibilities
 - D. Budget

- VI. **POLICY(s):**
Any changes made to the policies concerning this contract will take effect no later than 90 days after adoption of the policy, or sooner upon agreement by both parties.

SIGNATURES:

In witness whereof, the parties sign and cause this contract to be executed:

CONTRACTOR: Darlene Dunn
Dee Dunn | Vice President - Home Health & Hospice Operations | BCBU Inc.
dba Rocky Mountain Home Care

5/13/2024 MDT

Date _____

COUNTY: _____
Chairman, San Juan County Commission

Date _____

COUNTY: _____
Tammy Gallegos, Director, Area Agency on Aging

Date _____

ATTACHMENT A

COST OF SERVICE

	<u>Unit</u>	<u>Fee</u>
Respite service	1 hour	\$58.75
Travel		
Mileage	1 mile	\$13.40
Staff	1/4 hour	

ATTACHMENT B

CONTRACTOR RESPONSIBILITIES

The CONTRACTOR agrees to:

Comply with the Caregiver Respite Care Policy (UCA R510-401), with greatest concern for rural elderly, those with greatest economic and social need, particularly low-income minority, and those with severe disabilities with the objective of informing such persons of the availability of services.

- II. Provide caregiver respite service along with information and assistance.
- III. Recruit, hire, train and supervise qualified staff to provide caregiver respite services.
- IV. Title to all work, records of work, and documents become property of the COUNTY upon termination of the contract.
- V. Keep financial records and records of client progress in strictest confidence and provide access only to county, state or federal officials regarding these records. In addition, financial records indicating the collection of fees shall be maintained as required by county, state and/or federal regulations. Records will be released according to CONTRACTOR's policies and procedures.
- VI. Keep on file, fiscal and other records necessary for reporting and accountability required by the COUNTY and shall retain such records for at least four (4) years after last payment has been made on this contract, or until all audits initiated prior to three (3) years after contract termination have been completed.
- VII. Hold harmless, defend, and indemnify the COUNTY for all claims made against the COUNTY as a result of the acts or omissions of any employee or person retained by the CONTRACTOR, or, arising out of work performed by the CONTRACTOR under authority of this agreement.
- VIII. Allow for site visits by county, state, or federal officials for the purpose of monitoring services and/or resolving consumer complaints of this agreement.
- IX. Meet all applicable licensing or other standards required by Federal or State laws or regulations and ordinances of the City and County in which the services and/or care is provided and continue to comply with such licensing for duration of the contract period.

- X. Shall maintain general liability insurance coverage in the amount of \$100,000 and automobile insurance coverage with a combined single limit, or the equivalent of not less than \$300,000.
- XI. Bring to the attention of the COUNTY the protective service needs of persons served.
- XII. Submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered.
- XIII. Accept that all caregiver and patient files through this contract shall be COUNTY property:
- XIV. Attend training provided by the State Division of Aging and Adult Services.

ATTACHMENT C**COUNTY RESPONSIBILITIES**

The COUNTY agrees to:

Conduct eligibility and assessment activities for current and potential caregiver respite program clients as provided in State Policy

- II. Provide referrals to CONTRACTOR
- III. Maintain fiscal audit trail tied to the individual client.
- IV. Maintain inventory of equipment purchases and provide equipment storage if necessary.
- V Assist applicants or recipients in following procedures for a Fair Hearing regarding delivery of services.
- VI. Make and document periodic monitor reviews of contract provisions.
- VII. Provide program development.
- VIII. Conduct on-going program evaluation with a written annual report.
- IX. Provide technical assistance and training on requests.



COMMISSION STAFF REPORT

MEETING DATE: May 21, 2204

SUBMITTED BY: Tammy Gallegos, Aging Director

TITLE: Consideration and Approval of the 2024 Contract with Rocky Mountain Personal Care to Purchase Personal Care Services

RECOMMENDATION: Approval

SUMMARY

Consideration and Approval of a Contract with Rocky Mountain Personal Care to Purchase Personal Care In Home Care Services. We contract out home services every year. This is a renewal of the contract.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

State Funding

**CONTRACT TO PURCHASE CASE MANAGEMENT
AND HOME HEALTH SERVICES
(Home and Community Based Alternatives program - HCBA)**

CONTRACT PRINCIPLES: San Juan County, San Juan County Courthouse, P.O. Box 9, Monticello, Utah 84535, hereinafter referred to as COUNTY, and BCBU Inc, dba Rocky Mountain Personal Care, 576 W 900 S, Suite 101, Woods Cross, UT 84010, hereinafter referred to as CONTRACTOR.

- II. CONTRACT PERIOD: July 1, 2024 thru June 30, 2025. This contract may be canceled by either party upon 30 days written notice.
- III. METHOD OF CONTRACTOR PAYMENT: The CONTRACTOR shall be reimbursed by the COUNTY, rates specified in Attachment A, for services provided in accordance with the terms and conditions of the contract. The CONTRACTOR shall submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered.
- IV. PURPOSE OF CONTRACT: To provide to eligible residents of San Juan County who are at high risk of nursing home admission, skilled nursing, home health aide, personal care aide and homemaker services.
- V. ATTACHMENTS:
- A. Prices
 - B. CONTRACTOR'S Responsibilities
 - C. COUNTY'S Responsibilities
 - D. Budget Attachment
- VI. POLICY(s):
- Any changes made to the policies concerning this contract will take effect no later than 90 days after adoption of the policy, or sooner upon agreement by both parties.

SIGNATURES:

In witness whereof, the parties sign and cause this contract to be executed:

CONTRACTOR: *Cameron Jones*
BCBU Inc. dba Rocky Mountain Personal Care

Date 5/15/2024 MDT

COUNTY: _____
Chairman, San Juan County Commission

Date _____

COUNTY: _____
Tammy Gallegos, Director, Area Agency on Aging

Date _____

ATTACHMENT A

COST OF SERVICE	<u>Unit</u>	<u>Fee</u>
Skilled Nursing Service	1 visit	\$ 64 8
Home Health/Personal Care Aide	1 hour	\$ 59.75
Homemaker	1 hour	\$ 59.75
Travel	Per mile 1/4 hour	\$ 1 .40

ATTACHMENT B

CONTRACTOR

RESPONSIBILITIES The

CONTRACTOR agrees to:

Comply with the Home and Community Based Alternatives (HCBA) Standards and Procedures (UCA R510-400) and Title 3-B of the Older Americans Act, and SSBG with greatest concern for rural elderly, those with greatest economic and social need, particularly low-income minority, and those with severe disabilities with the objective of informing such persons of the availability of services.

- II. Provide the following services:
 - A. Skilled Nursing
 - B. Home Health Aide
 - C. Personal Care Aide
 - D. Homemaker
 - E. Other services as deemed appropriate and necessary
- III. Recruit, hire, train and supervise qualified staff.
- IV. Title to all work, records of work, documents, and equipment purchased with HCBA funds are property of the COUNTY thru the duration of this contract.
- V. Keep financial records and records of client progress in strictest confidence and provide access only to county, state or federal officials regarding these records. In addition, financial records indicating the collection of fees shall be maintained as required by county, state and/or federal regulations. Records will be released according to CONTRACTOR's policies and procedures.
- VI. Keep on file, fiscal and other records necessary for reporting and accountability required by the COUNTY and shall retain such records for at least five (5) years after last payment has been made on this contract, or until all audits initiated prior to five (5) years after contract termination have been completed. All patient records and documents are property of the COUNTY in relation to this contract.
- VII. Hold harmless, defend, and indemnify the COUNTY for all claims made against the COUNTY as a result of the acts or omissions of any employee or person retained by the CONTRACTOR, or, arising out of work performed by the CONTRACTOR under authority of this agreement.
- IX. VIII. Allow for site visits by county, state, or federal officials for the purpose of monitoring services and/or resolving consumer complaints of this agreement.

- X. Meet all applicable licensing or other standards required by Federal or State laws or regulations and ordinances of the City and County in which the services and/or care is provided and continue to comply with such licensing for duration of the contract period.
- XI. Shall maintain general liability insurance coverage in the amount of \$100,000 and automobile insurance coverage with a combined single limit, or the equivalent of not less than \$300,000.
- XII. Bring to the attention of the COUNTY the protective service needs of persons served.
- XIII. Submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered.
- XIV. Attend training provided by the State Division of Aging and Adult Services.

ATTACHMENT C

COUNTY

RESPONSIBILITIES The

COUNTY agrees to:

- I. Conduct eligibility and assessment activities for current and potential HCBA program clients as provided in State Policy.
- II. Provide referrals to CONTRACTOR.
- III. Maintain fiscal audit trail tied to the individual client.
- IV. Assist applicants or recipients in following procedures for a Fair Hearing regarding delivery of services.
- V. Make and document periodic monitor reviews of contract provisions.
- VI. Provide program development.
- VII. Conduct on-going program evaluation with a written annual report.
- VIII. Provide technical assistance and training on requests.
- IX. Authorize individual waivers to approve services for clients with extenuating circumstances.
- X. Maintain inventory of all equipment purchased thru HCBA program. All equipment purchased thru this contract will be the property of the COUNTY. Arrange for clients to access the equipment needed on case by case basis.



COMMISSION STAFF REPORT

MEETING DATE: April 21, 2024

SUBMITTED BY: Tammy Gallegos, Aging Director

TITLE: Consideration and Approval of the 2024 Contract with Edward Tapaha to Purchase Translation Services for the In Home Programs

RECOMMENDATION: Approval

SUMMARY

Consideration and Approval of the 2024 Contract with Edward Tapaha to Purchase Translation Services for the In Home Programs We contract out translation services every year. This is a renewal of the contract.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

State Funding

**San Juan County
Independent Contractor Agreement**

ARTICLE 1: PARTIES AND TERM OF CONTRACT

1.01. 1.01. This Agreement is entered into by and between the San Juan County (hereinafter "County") and Edward Tapaha, (hereinafter "Contractor"). This agreement will become effective on July 1, 2024 and will continue in effect until June 30, 2025.

ARTICLE 2: SERVICES TO BE PERFORMED BY CONTRACTOR

2.01. Contractor agrees to perform duties related Translation Services for the San Juan County, Medicaid Aging Waiver Program, Alternatives Program and Caregiver Program.

2.02. Contractor enters into this Agreement, and will remain throughout the term of this agreement as an independent contractor. Contractor is responsible for providing, at Contractor's expense, any insurance necessary or required for Contractor to perform the services under this contract including but not limited to general liability, automobile, disability, unemployment, and worker's compensation.

2.03. Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by County to Contractor for services under this Agreement. Contractor agrees to indemnify County for any claims, costs, losses, fees, penalties, interest, or damages suffered by Contractor resulting from Contractor's failure to comply with this provision.

2.04 Contractor may not subcontract any services to be provided under this Agreement without the express written consent of the San Juan County Case Manager.

2.05 Contractor agrees that it will provide information for, submit to, and authorizes the County to conduct a background check prior to providing service under this Agreement. County may at its sole discretion, terminate this Agreement based on the results of the background check.

ARTICLE 3: COMPENSATION

3.01 As compensation for the services rendered by the Contractor under this Agreement, the County shall pay Contractor the rate of \$12.00 for travel time and meetings with Case Managers. \$22.00 an hour for client visits. There will be a .56 cent per mile, travel fee paid for the translator from home to meeting site.

3.02 Contractor shall not be required to devote full time attention and energy to the performance of Contractor's services pursuant to this Agreement, and this Agreement does not restrict the Contractor from providing similar or other services to the County or others during the term of this Agreement.

ARTICLE 4: BUSINESS EXPENSES

4.01 It is recognized and agreed that in connection with the services to be performed for the County, Contractor may be obligated to expend money for travel or other business expenses. Contractor shall be solely liable and responsible for payment of same, and shall indemnify and hold the County harmless from claims made by any entity for payment for such expenses incurred.

ARTICLE 5: GENERAL PROVISIONS

5.01 Entire Agreement. This Agreement supersedes any and all agreements, either oral or in writing, between the parties hereto with respect to the hiring of Contractor by the County, and contains all the covenants and agreements between the parties with respect to that hiring in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party, except that any other written agreement signed by both parties and dated concurrent with or after this Agreement shall be valid as between the signing parties thereto.

5.02 Modifications. Any modification to this Agreement will be effective only if it is in writing and signed by both parties.

5.03 Severability Clause. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

5.04 Indemnity Clause. Contractor agrees to indemnify, hold harmless, and release San Juan County, and all its agents and volunteers from and against any and all loss, damage, injury, liability, suits and proceedings arising out of the performance of this Agreement by the Contractor.

5.05 Governing Law. This Agreement shall be governed by the laws of the State of Utah.

This Agreement is executed in the City of Monticello, County of San Juan State of Utah on this Date 5-14-2024.

County Commissioner
San Juan County



Contractor



COMMISSION STAFF REPORT

MEETING DATE: May 21, 2024

SUBMITTED BY: Tammy Gallegos, Aging Director

TITLE: Consideration and Approval of the 2024 Bingocize Contract for Preventative Health Services.

RECOMMENDATION: Approval

SUMMARY

We contract with Bingocize to provide this preventative health program to the elderly population of San Juan County.

HISTORY/PAST ACTION

Renewal of Contract

FISCAL IMPACT

\$500 paid with Aging Grants

TERMS OF USE FOR NON-EXCLUSIVE LICENSE TO USE BINGOCIZE®

These Terms of Use (“Terms”), are to be read and agreed to before purchase of a license for use of the Bingocize® game, a proprietary health promotion program (the “Licensed Technology”).

Your access to and use of the Licensed Technology is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all users who access or use the Licensed Technology.

1. License Grant.

By accepting these Terms, you agree to accept a non-exclusive license to use the Licensed Technology solely within the facilities located in the counties identified on the invoice for your purchase of Licensed Technology (the “Invoice”).

2. Use of Bingocize® Trademark.

Bingocize® is a federally registered trademark owned by WKU Launch Pad, Inc., doing business as Bingocize (“Bingocize”). By agreeing to these Terms, you agree that no action will be taken by you to invalidate or challenge the validity of the Bingocize® mark or attempt to register any confusingly similar trademarks in your own name, or act in any manner that would jeopardize Bingocize’s rights to the Bingocize® mark. Bingocize will have the right to exercise quality control over your use of the Bingocize® mark to the extent needed to maintain the validity of any registrations of the Bingocize® mark and to protect the associated goodwill.

3. Term and Termination.

The Term for this non-exclusive license is for two years from the date on the Invoice. Upon a breach of these Terms by you, Bingocize may terminate your right to use the Licensed Technology, without prior notice or liability. All provisions of the Terms, which by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations on liability.

4. License and Training Fees.

All license and training fees for the use of the Licensed Technology shall be identified on the Invoice. All fees are non-refundable. All payments of fees shall be made payable to “Bingocize” to the contact indicated on the Invoice.

5. Indemnity.

By accepting these Terms, you agree to indemnify and hold harmless, Bingocize and its affiliated entities and their officers, directors, employees and agents from any and all claims, suits damages, attorney's fees, costs and other expenses arising from your performance of the Licensed Technology.

6. Disclaimer.

Your use of the Licensed Technology is at your sole risk. The Licensed Technology is provided on an "AS IS" and "AS AVAILABLE" basis. The Licensed Technology is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

7. Limitation of Liability

IN NO EVENT SHALL BINGOCIZE, INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, STUDENTS AND AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL BINGOCIZE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID BY YOU FOR THE LICENSED TECHNOLOGY HEREUNDER.

8. Assignment.

You may not assign any of your rights under these Terms, without Bingocize's prior written consent, which shall not be unreasonably withheld.

9. Governing Law.

These Terms shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky. Exclusive venue for any dispute not barred by sovereign immunity arising under, out of, or in connection with this Agreement will be the state and federal courts in, or in close proximity, to Warren County, Kentucky, unless the action cannot be brought in such court due to statutory proclamation in which case only the venue will be as so proscribed. By agreeing to these Terms, you consent to the personal jurisdiction of all such courts and hereby waive any claims of

lack of personal jurisdiction or inconvenience of such court.

Signature below, by your duly authorized officer, indicates consent to these Terms.

Company: _____

Address: _____

Signature

Name: _____

Title: _____

Date



COMMISSION STAFF REPORT

MEETING DATE: May 21, 2024

SUBMITTED BY: Tammy Gallegos, Aging Director

TITLE: Consideration and Approval of the 2024 Contract with Shelia Knight RN for Medicaid Aging Waiver Services

RECOMMENDATION: Approval

SUMMARY

Consideration and Approval of the 2024 Contract with Shelia Knight RN for Medicaid Aging Waiver Services. We contract out these services because an RN is required to write the care plans.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

State Funding

**San Juan County
Independent Contractor Agreement**

ARTICLE 1: PARTIES AND TERM OF CONTRACT

1.01. This Agreement is entered into by and between the San Juan County (hereinafter “County”) and Shelia Knight (hereinafter “Contractor”). This agreement will become effective on July 1, 2024 and will continue in effect until June 30, 2025.

ARTICLE 2: SERVICES TO BE PERFORMED BY CONTRACTOR

2.01. Contractor agrees to perform duties related to the San Juan County Aging Waiver Program by providing care plans and assessments assigned to them by the San Juan County Case Manager(s).

2.02. Contractor enters into this Agreement, and will remain throughout the term of this agreement as an independent contractor. Contractor is responsible for providing, at Contractor’s expense, any insurance necessary or required for Contractor to perform the services under this contract including but not limited to general liability, automobile, disability, unemployment, and worker’s compensation.

2.03. Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by County to Contractor for services under this Agreement. Contractor agrees to indemnify County for any claims, costs, losses, fees, penalties, interest, or damages suffered by Contractor resulting from Contractor’s failure to comply with this provision.

2.04 Contractor may not subcontract any services to be provided under this Agreement without the express consent of the San Juan County Case Manager.

2.05 Contractor agrees that it will provide information for, submit to, and authorizes the County to conduct a background check prior to providing service under this Agreement. County may at its sole discretion, terminate this Agreement based on the results of the background check.

ARTICLE 3: COMPENSATION

3.01 As compensation for the services rendered by the Contractor under this Agreement, the County shall pay Contractor the rate of \$350.00 for every assessment/reassessment and care plan for in home clients in San Juan County with the exception of clients that live at Navajo Mountain the rate then will be \$400 per assessment/reassessment and care plan. For every 15 minute increment that does not deal with an assessment but with care plan follow up there will be a rate of 5.50 per 15 minute

for a total of \$22.00 an hour. For every 15 minute increment that includes care plan and client follow up within the data entry system there will be a rate of 5.50 per 15 minutes for a total of \$22.00 an hour. A .65 cent per mile reimbursement if RN uses their own transportation.

3.02 Contractor shall not be required to devote full time attention and energy to the performance of Contractor's services pursuant to this Agreement, and this Agreement does not restrict the Contractor from providing similar or other services to the County or others during the term of this Agreement.

ARTICLE 4: BUSINESS EXPENSES

4.01 It is recognized and agreed that in connection with the services to be performed for the County, Contractor may be obligated to expend money for travel or other business expenses. Contractor shall be solely liable and responsible for payment of same, and shall indemnify and hold the County harmless from claims made by any entity for payment for such expenses incurred.

ARTICLE 5: GENERAL PROVISIONS

5.01 Entire Agreement. This Agreement supersedes any and all agreements, either oral or in writing, between the parties hereto with respect to the hiring of Contractor by the County, and contains all the covenants and agreements between the parties with respect to that hiring in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party, except that any other written agreement signed by both parties and dated concurrent with or after this Agreement shall be valid as between the signing parties thereto.

5.02 Modifications. Any modification to this Agreement will be effective only if it is in writing and signed by both parties.

5.03 Severability Clause. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

5.04 Indemnity Clause. Contractor agrees to indemnify, hold harmless, and release San Juan County, and all its agents and volunteers from and against any and all loss, damage, injury, liability, suits and proceedings arising out of the performance of this Agreement by the Contractor.

5.05 Governing Law. This Agreement shall be governed by the laws of the State of Utah.

This Agreement is executed in the City of Monticello, County of San Juan
State of Utah on this Date_5-1-24_____.

County Commissioner
San Juan County

Contractor



COMMISSION STAFF REPORT

MEETING DATE: May 21, 2024

SUBMITTED BY: Tammy Gallegos, Aging Director

TITLE: Consideration and Approval of the 2024 San Juan County Second Year of the Four Year Plan

RECOMMENDATION: Approval

SUMMARY

This is the second year of the current four year plan update. It outlines what has been done the past year (2023) and what we plan to do the current year 2024.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

None

**AREA AGENCY ON AGING
FOUR-YEAR PLAN:
Fiscal Years 2024-2027**

**SECOND YEAR OF THE PLAN:
Fiscal Year 2025
July 1, 2024 - June 30, 2025**

Area Agency on Aging

**for
The Older Americans Act**

**Utah Department of Human Services
Division of Aging and Adult Services**

SHARED/Annual Plan/AAA/AAA Second Year Plan FY2025 MS Word

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I. APPROVAL PROCESS

The Older Americans Act of 1965, as amended through 2006, requires that each Area Agency on Aging (AAA) develop an area plan. This is stated specifically in Section 306(a) of the Act as follows:

Each area agency on aging designated under Section 305(a)(2)(A) shall, in order to be approved by the State agency, prepare and develop an area plan for a planning and service area for a two-, three-, or four-year period determined by the State agency, with such annual adjustments as may be necessary. Each such plan shall be based upon a uniform format for area plans within the State prepared in accordance with Section 307(a)(1).

In accordance with the Act, each AAA is asked to furnish the information requested on the following pages. Responses will form the report of progress in achieving goals set for the planned activities for the first year of the four-year Area Plan FY 2024 - 2027 (July 1, 2023 - June 30, 2027). Once completed, this document will be submitted to the Division of Aging and Adult Services for review and comment. The State Board of Aging and Adult Services will subsequently examine all responses and consider the document for final approval by June of 2024.

II. SIGNATURES

Appropriate signatures are requested to verify approval of the Area Plan.

AREA PLAN UPDATE

July 1, 2024 to June 30, 2025

1. The Area Plan update for Fiscal Year 2025 has been prepared in accordance with rules and regulations of the Older Americans Act and is hereby submitted to the Utah Department of Human Services, Division of Aging and Adult Services, for approval. The Area Agency on Aging assures that it has the ability to carry out, directly or through contractual or other arrangements, a program in accordance with the plan within the planning and service area (Ref. Section 305[c]). The Area Agency on Aging will comply with state and federal laws, regulations, and rules, including the assurances contained within this Area Plan.

Director, Area Agency on Aging Tammy Gallegos Date 5/1/2024

Agency Name: San Juan County

Agency Address: 117 S. Main Street, PO Box 9 Monticello, Utah 84535

2. The Area Agency Advisory Council has had the opportunity to review and comment on the Area Plan Update for Fiscal Year 2025 (Ref. 45 CFR Part 1321.57[c]). Its comments are attached.

Chairman 
Area Agency Advisory Council

Date 5-1-2024

3. The local governing body of the Area Agency on Aging has reviewed and approved the Area Plan Update for Fiscal Year 2025.

Chairman, County Commission or _____
Association of County Governments

Date _____

4. Plan Approval

Director _____
Division of Aging and Adult Services

Date _____

Chairman _____
State Board of Aging and Adult Services

Date _____

III. GOALS AND OBJECTIVES

Please indicate specific goals and objectives planned for the four-year plan in the following areas:

1. **Strengthening Older Americans Act (OAA) Core Programs** – Describe plans and include objectives and measures that will demonstrate progress towards:
 - a. Coordination of Title III and Title VI Native American programs (Sec. 307(a)(21);
 - i. During the next year San Juan AAA's goal is to continue to provide to each of the centers on tribal lands within San Juan County \$2,000 yearly for their home delivered meals program this money is allocated from the county general fund. We do not anticipate an increase in this funding due to funding levels staying fairly flat within all funding streams. We anticipate that our in-home client base will remain largely robust with residents that live within the area. At this time the Case Managers are county employees and we have the oversight of the In-home programs and are able to audit the funding streams and administer the In-home program. Of our 49 clients 39 of the 49 are Native American.
 - b. Ensuring incorporation of the new purpose of nutrition programming to include addressing malnutrition (Sec. 330);

This year San Juan AAA will develop a webpage within our aging webpages to specifically address malnutrition. We will also work to reestablish this possibility of nutrition sessions at the senior centers with the USU Extension in our county.

Upcoming years

 - i. In year 3: San Juan AAA will quarterly provide malnutrition information We will do a pump survey this year in regards to malnutrition to gather information on areas we can address in informational topics.
 - ii. In year 4: San Juan AAA will provide monthly malnutrition information based off of the survey information we gathered the previous year. We will continue to work with the USU Extension in our county to provide ongoing nutrition education sessions at senior centers within the county.
 - c. Age and dementia friendly efforts (Sec. 201(f)(2);
 - i. During the next year San Juan AAA will promote monthly the MEternally kits that have been purchased and provided to the senior centers, and case managers. We will promote the programs Dealing with Dementia, and Dementia Dialogues within the county. We will continue to build upon our working partnership with the Alzheimer's Association finding opportunities for presentations and

education. San Juan AAA will develop a webpage within our aging network that is Dementia specific with resources and topics.

- d. Screening for fall related TBI (Sec. 321(a)(8);
 - i. Not Applicable to SJC AAA
 - e. Strengthening and/or expanding Title III and VII services;
 - i. During the next year San Juan AAA will provide APS information in our newsletters and the county resource book. We will publish an ad in the local newspaper 2x a year. We will continue to support the State Elder Abuse Awareness Day. We are currently participating in the U4A Prevention through Connections Utah Elder Justice Conference. We currently have a Multi-Disciplinary Team for San Juan County we will continue to support this effort and encourage members to stay engaged.
 - f. Improving coordination between the Senior Community Service Employment Programs (SCSEP) and other OAA programs.
 - i. Not Applicable to SJC AAA
2. **COVID-19 Efforts** – Describe plans and include objectives and measures that will demonstrate progress towards:
- a. Educating about the prevention of, detection of, and response to negative health effects associated with social isolation (Sec. 321(a)(8));
 - i. During the next year San Juan County AAA will continue to promote the online courses that were developed during the pandemic. We will continue to partner with the Utah State Commission on Aging with their website and resources. San Juan County is such a large county and the communities are so dispersed we have found that we get more people in attendance for our Aging Advisory Committee, MDT Committee, training and events if there is a virtual option available. The length of time to drive to a meeting or training is often times longer than the event people are attending.
 - ii. We will continue to look for new programming and opportunities to provide access and deter social isolation within the population base we serve.
 - iii. We are in the process of getting all of our centers connected with each other online to have activities together.
 - b. Dissemination of information about state assistive technology entity and access to assistive technology options for serving older individuals (Sec. 321(a)(11));
 - i. During the next year San Juan County AAA will continue to provide printed handouts and electronic information on the assistive technology program and options that are available to the population base that we serve.
 - ii. We will provide opportunities for the Assistive Technology program to be available at Senior Centers for presentation purposes for clients, taking into account those seniors that are home-bound and

- find options for them to receive the same information.
- c. Providing trauma-informed services (Sec. 102(41));
 - i. Not Applicable to SJC AAA
 - d. Screening for suicide risk (Sec. 102(14)(G));
 - i. Not Applicable to SJC AAA
 - e. Inclusion of screening of immunization status and infectious disease and vaccine-preventable disease as part of evidence-based health promotion programs (Sec. 102(14)(B) and (D));
 - i. Not Applicable to SJC AAA
 - f. Providing services that are part of a public health emergency/emerging health threat and emergency preparedness (Sec. 307(a)(28) and (29)).
 - i. During the next year San Juan County AAA will publish a San Juan County senior resource book that will provide Medicare and Medicare Fraud information.
 - ii. San Juan AAA will work in conjunction with San Juan Emergency Management to provide information handouts to residents that are electricity dependent. We are working on developing information on our aging webpage that will be available to residents as well.
 - iii. We will continue to work on identifying areas within communities that can be warming, cooling, and electricity stations in the event of utility loss.
 - iv. Working with San Juan Emergency Management we will provide this year at each one of the Open Enrollment Events emergency preparedness information. During these events we will have a raffle entry for the population we serve to enter the contest to win a 72-hour kit provided by San Juan Emergency Management.
 - g. Expending American Rescue Plan funding and any other COVID-19 supplemental funding still available for expenditure; and
 - i. San Juan County AAA anticipates that all ARP and COVID-19 funding that is available will be spent out with the exception of the funding for vaccinations. We have not had a need or use for this funding in our area.
 - h. Incorporating innovative practices developed during the pandemic that increased access to services particularly for those with mobility and transportation issues as well as those in rural areas.
 - i. During the next year San Juan County AAA will continue to promote and use the travel voucher system that was implemented within our agency utilizing IIIB funding for transportation services within our service area. This has been a very beneficial program for our agency. Instead of trying to find bus drivers or pulling our center staff out of the centers to provide transportation the voucher system has worked well to meet this need.
 - ii. We will continue with the ability to have to-go meal day(s) when there may be a high incidence of a virus infecting the general population. Or there may be an issue with one center being understaffed or closed due to unforeseen circumstances. To-go

meals in emergency situations allows us the opportunity to still provide the service in our area.

- iii. Online course, training, events, and meeting availability for staff and the population that we serve has been an area that we would like to continue this practice as well.

3. **Equity Efforts** – Describe plans and include objectives and measures that will demonstrate progress towards:

- a. Impacting social determinants of health of older individuals (Sec. 301(a)(1)(E));
 - i. We have continued to utilize the simple referral system that we have in place with a local hospital. We are still in the process of trying to implement this to the other hospital and clinics.
 - ii. We want to be mindful of what is the burden of health documents and data for the client and provider. What is the cost if they choose to drive the application in (4 hours one way in our area)
 - iii. The EVV process is still an ongoing challenge in our area. The process has gotten a little easier but we still have providers that struggle with the issue of getting the fob information transcribed and correct.
 - iv. We strive to continue to be culturally sensitive of data that we need to collect is always something we strive to be mindful of (an example would be asking a client about their plans with a living will, or asking if a client has fallen in their home, these are not acceptable questions to ask of the 3 tribal entities in our county)
- b. Ensuring meals can be adjusted for cultural considerations and preferences and providing medically tailored meals to the maximum extent practicable (Sec. 339(2)(A)(iii));
 - i. Being mindful of budgets, supply and demand issues; will continue to develop menus and provide meals with input from the seniors that attend the center, our Aging Advisory Council, and Nutritionist. We will strive to provide options if it is within our means and resources to do so.
- c. Preparing, publishing, and disseminating educational materials dealing with the health and economic welfare of older individuals (Sec. 202(a)(7));
 - i. San Juan AAA for the next year will continue to develop, publish, and disseminate educational materials (hardcopies and electronic) to the population that we serve in consideration of the health and welfare of our older individuals. We will also find ways to provide opportunities for presentations on these topics at the senior centers on meal days.
- d. Supporting cultural experiences, activities, and services, including in the arts (Sec. 202(a)(5));
 - i. Being mindful of budgets and the guidelines that our programs are intended for serving persons aged 60 and older, family caregivers, we will continue to prioritize services for those clients that have the

greatest economic need and greatest social need with particular attention towards low-income minority older individuals, older persons with limited English proficiency, older persons residing in rural areas and older persons with disabilities.

- ii. We will continue to support, encourage, and develop opportunities for each one of the centers and the populations that participate at those centers for activities and experiences that support the cultures that we serve.
- iii. A subcommittee of our Aging Advisory Council has been developed that will take input on activities from active participants at the centers and work on developing a schedule of activities that can be provided at the centers. With the understanding that activities that are not funded preventative health activities will have to be done on a non-funded volunteer basis.
- e. Serving older adults living with HIV/AIDS; and
 - i. San Juan AAA does not provide services to one client set or demographic. We provide what services we can to clients that are 60+ regardless of their circumstances. For the next year we will find ways to provide information through informational handouts and electronically to support HIV/AIDS awareness in older adults. We anticipate providing this bi-annually.
- f. Supporting participant-directed/person-centered planning for older adults and their caregivers across the spectrum of LTSS, including home, community, and institutional settings.
 - i. We have adapted our provider choice form for all of our in-home programs with providers of services. San Juan County In-home clients are allowed the opportunity to choose the provider of their choice from this list.
 - ii. San Juan will continue to meet with clients and provide them with a list of resources and options available to them.
- 4. **Expanding Access to HCBS** – Describe plans and include objectives and measures that will demonstrate progress towards:
 - a. Securing the opportunity for older individuals to receive managed in-home and community-based long-term care services (Sec. 301(a)(2)(D));
 - i. Over the next year San Juan AAA will continue to work on promoting and outreach for the four in home care services that are provided in our county. We will promote through published ads, events, webpages and informational flyers at least bi-annually.
 - ii. We will also have this as an ongoing topic of discussion at our Aging Advisory meetings to bring awareness to the programs.
 - b. Promoting the development and implementation of a state system of long-term care that is a comprehensive, coordinated system that enables older individuals to receive long-term care in home and community-based settings, in a manner responsive to the needs and preferences of the older individuals and their family caregivers (Sec. 305(a)(3));
 - i. Over the next year San Juan AAA will continue to the best of our

ability to provide access and opportunity to in home programs for the residents of San Juan that qualify for the services needed.

Realizing that there are budgetary and waiting lists constraints for in home services.

- c. Ensuring that area agencies on aging will conduct efforts to facilitate the coordination of community-based, long-term care services for older individuals who: reside at home and are at risk of institutionalization because of limitations on their ability to function independently; are patients in hospitals and are at risk of prolonged institutionalization; or are patients in long-term care facilities, but who can return to their homes if community-based services are provided to them (sec. 307(a)(18(A)-(C)));
 - i. San Juan AAA at this time and for the next year will continue to provide in home service programs for those individuals that are at risk of nursing home placement but can maintain their lifestyle safely within their home with the assistance of our services. We do not currently provide and do not anticipate providing the New Choices program in the next year.
- d. Working towards the integration of health, health care and social services systems, including efforts through contractual arrangements; and
 - i. San Juan AAA at this time and for the next year will continue to utilize the referral system that we have developed with our one local hospital and work to implement this at the other hospital and clinics.
 - ii. The benefits of the system so far has been that demographic information that is collected within the referral system will only have to be entered one time. This will cut back on the redundancy of collecting the same information from the same person up to five different times before placing them on a program. Also resulting in the added benefit of not forgetting a signature or a piece of paper allowing the client access to services at a more rapid pace.
 - iii. With this system we have been able to catch duplicate client entries and merge the clients into one file creating a cleaner client file list without losing any data.
- e. Incorporating aging network services with HCBS funded by other entities such as Medicaid.
 - i. Over the next year San Juan AAA will continue to advocate for change for inclusivity for the EVV process. From the perspective of rural/frontier and tribal land residents. This process seems to be very biased and difficult to manage for the groups identified in the Older Americans Act in particular our low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas including individuals who are tribal residents in our area, compared to the availability of home health agencies and resources for the clients and providers. This process is very cumbersome we

are losing A-Typical providers to the process because of the difficulty to work within, through and manage the process. We have had many providers and even our translator discuss with us that desire to not continue to provide services after the change over to the PEGA system. We will continue to help with the process, but this year has been very challenging for all involved with the PEGA/PRISM change over. The audit portion of the EVV process is becoming cumbersome and a time drain. It may come to the point in the future that we have to transition away from all A-typical providers which will cause our waiver program to dwindle to just a handful of clients in San Juan County.

5. **Caregiving Efforts** – Describe plans and include objectives and measures that will demonstrate progress towards:
 - a. Documenting best practices related to caregiver support (Sec. 373(e)(1));
 - i. San Juan during the course of the next year will provide surveys to our Caregivers after the end of their time on the program.
 - ii. During this next year we will conduct a Caregiver POMP survey.
 - iii. . We will continue to monitor our program efficiency and look for ways to improve our services.
 - b. Strengthening and supporting the direct care workforce (Sec. 411(a)(13))
 - i. Due to the wage comparison study that brought our employees up to a comparable wage we have been able to retain our employees as best as we possibly can. We still anticipate over the next year general flow and ebb of employees. We have already experienced this with the transition from a long-time center director to a new center director. We were very thankful to find a replacement as quickly as we did and attribute this to the wage being more comparable to other wages within the county.
 - c. Implementing recommendations from the RAISE Family Caregiver Advisory Council (<https://acl.gov/programs/support-caregivers/raise-family-caregiving-advisory-council>); and
 - i. Within the State of Utah, the ADRD (Alzheimer’s Disease and Related Dementia) plan implemented recommendations from RAISE. This is found on page 11 of the plan listing the National Caregiver Strategy to Support Family Caregivers
 - d. Coordinating with the National Technical Assistance Center on Grandfamilies and Kinship Families (<https://www.gksnetwork.org/>).
 - i. San Juan AAA during the next year will make available resources and information to the population we serve in regards to the Grandfamilies and Kinship Families Technical Assistance Center.
6. **Elder Justice** – Describe any current and/or planned activities to prevent, detect, assess, intervene, and /or investigate elder abuse, neglect, and financial exploitation of older adults.

- i. San Juan County currently has a Multi-Disciplinary Team we will continue to support this effort and encourage members to stay engaged.
- ii. We will also support and attend the World Elder Abuse Day event hosted the Utah Division of Aging and Adult Services, and the Utah Commission on Aging.
- iii. We plan to provide published ad's that deal with Elder Justice and we are currently in the planning process of the U4A Elder Justice conference for 2024.

ACCOMPLISHMENTS FOR THE PAST YEAR

This section should be the “state of the agency” report. Discuss the agency’s major accomplishments, what is working as planned, what effort did not work as planned, any disappointments experienced by the agency, barriers encountered, etc.

- During the past year San Juan AAA used the nutrition risk form that the State has authorized. We also provided malnutrition information. We started a great partnership with USU Extension they were going to start a session on grow boxes at our senior centers. However, the representative from USU moved to another position so we were not able to see the grow boxes come to fruition. We are still working on re-establishing this relationship and provide offerings to the center from USU.
- The transition to the PEGA system was one of the most painful experiences encountered so far with the Medicaid program. We had A-typical providers that went unpaid or partial paid until August of 2023. The Case Management portion of our Aging Program is still to this date not fully paid out since March of 2023. There have been moments in the past year that transitioning away from the Medicaid Aging Waiver program through client attrition has been a discussion that has come up several times.
- San Juan County provided services to 615 clients this past year that is an increase of 192 clients from the previous year.
- **Alternatives:** During the past year San Juan County Area Agency on Aging has provided care for 23 unduplicated clients in the Alternatives program. 79% of our Alternative clients are Native American. This is the first year we have seen some growth in this program. We attribute this to the case managers working with some of our home health agencies and their ability to take family members that are providing non-skilled care and hiring them as an employee to provide basic homemaker services. Growth in this program has been a benefit to our agency by moving clients onto the program and not having a waiting list.

- **Aging Waiver:** Has provided care for 18 unduplicated clients in our county. 99% of our waiver clients are Native American. The majority of our clients on waiver have been on the program for a long time. We are starting to see a drastic loss in clients due to death or nursing home placement. We have not seen an increase in clients, and do not anticipate a large increase of clients due to EVV requirements at this time for this program.
- **Caregiver:** Has provided care for 6 unduplicated caregivers on the Caregiver Program. We have trained people in Dementia Dialogues, Dealing with Dementia, and Dementia Live in our agency. With our referral program that has been implemented with Blue Mountain Hospital we have had referrals for 2 Caregivers. This is a success for us. We were also able to obtain a client from a conference that we had. The client did not go to the conference but noticed the ad for the conference in the paper and called for more information on the program and we were able to place the client on the program.
- **Veterans Directed Home and Community Based Services:** We have seen some changes in this program this past year. We have another client added to the program and we are now currently working between 2 different VA systems. The Salt Lake City VA and the Grand Junction Colorado VA. This program is very beneficial for the Veterans and the families that it serves. At present we are serving 4 clients on this program.

Nutrition and Supportive Services:

- **Congregate Meals:** San Juan County Aging has provided 10,357 meals this year. This is an increase of 1,350 meals this year.
- **Home Delivered Meals:** San Juan County Aging has provided 37,0453 Home Delivered meals this year our numbers increased by 3,162 meals this year.
- The financial cliff that we were looking at this year for the meals program due to pre-covid funding levels and the loss of APRA funding has been pushed to another year with the efforts of the State Division on Aging and U4A lobbying Utah State Legislation for ongoing Home Delivered Meal money. We were not able to get ongoing funding but were approved for one time funding. This has helped budgets for this year but at some point, in the near future we are going to face the financial cliff not only on a state/federal level but also at a county level. Funding loss factored with the costs of supply and demand may result in less services provided.
- San Juan AAA center staff has gone above and beyond in taking care of the clients in their service area. We have offered friendly visits (telephone reassurance) to our clients. We continue to provide education through flyers and information to the seniors through the newsletters, and our Facebook page.

- Some of our centers have started to offer transportation to small groups for shopping and trips.

SHIP/SMP:

- San Juan AAA held four Open Enrollment/Medicare Fraud Flu Shot clinics this fall at each one of the centers. The flu shots were drive through and meeting with the counselors was one on one. We reached about 200 people during the 4 days of these events. The fraud informational items prepared for the clients at the events this year were tailored around taking care of yourself. Emergency preparedness informational hand outs are also provided at this event.
- During the past year we encountered the following issues.
 - The wish to name the center a social club: This caused some issues with the current clients at a center and an active group of volunteers. Naming of a social club implies selective membership and dues which goes against the all are welcome message at each one of the centers.
 - The need to blend current center participants with a new set of participants.
 - Fundraising by a volunteer group while utilizing the county name/senior center name. This is not an allowed process due to the group not being a part of San Juan County and our local, state and federal audit requirements.
 - Requests for one or more activity every day of the week with limited staff. Trying to schedule normal every day activities such as congregate and home delivered meal responsibilities along with the request for multiple daily activities on both limited budget and limited time has been challenging.
 - Donations of items such as artwork and or quilts for display. This was an issue that we encountered a lot of items were donated and then there was a misunderstanding of where a donated item may have been placed.
 - Requests to utilize the senior center space for multiple meetings or activity requests without a charge for utilizing the space because the entity may have seniors that participate on their board/group. Some of the requests were for evenings and weekends which would create overtime costs on budgets already taxed. This was a motivating factor in working on and updating the Center policy and procedure manual.
 - Misunderstanding of outside entities that are under the impression that 2 of the centers that are housed in a community center type building are operating as a community center and not as a senior center.
 - With the issues that were being encountered it resulted in an update of the Senior Center Policy and Procedure Manual that would help guide decisions that need to be made at each center.
 - We must to take into account a very limited or even no budget for activities and events. The majority of all funding that is not earmarked for meals

goes towards paying the utilities and staff at the centers. Activities and events will need to occur on a volunteer basis unless it is an activity or event is funded by preventative health.

- There has been developed an Activity Committee that is now a part of the Aging Advisory Committee and this committee will help guide and suggest and decide on activities for each center.
- The competing request for more money for activities from local elected officials competing with the very real need for additional funding for more staff or replacement of equipment and a local budget that cannot allocate more local money to the program.
- We have had some staff turn over from a long-time center director and with that turn over has come some growing pains in regards to the rules and regulations being followed under a fresh new set of eyes.
- The development of the center participant manual, the updated client's rights and responsibilities, the policy and procedure manual, and the development of the activity committee has caused some initial unhappiness and disappointment at all centers.
- Multiple requests have come in to reinstate the salad bars at some of the centers. This has been a request that we have been trying to make a decision on. Salad bars are very expensive and time consuming for us to maintain. We have to consider limited budgets and limited staffing. We have 3 centers that are sharing employees and time. We also have to assure that all that are participating at the salad bar are utilizing proper safety procedures so as not to spread illness.
- We are very cognizant of the fact that County, State and Federal budgets are going to encounter cuts. We have been preparing for the fact that at sometime in the very near future we are going to have to prioritize what services we can provide within the budgetary constraints that are coming. We reaffirm our priority of services in the following order: Home Delivered Meals, In-Home Programs, Congregate Meals, Transportation, Preventative Health, Health Education. We are also taking into consideration the identified clients base we are to serve persons aged 60 and older, family caregivers, we will continue to prioritize services for those clients that have the greatest economic need and greatest social need with particular attend towards low-income minority older individuals, older persons with limited English proficiency, older persons residing in rural areas and older persons with disabilities. When the time comes taking all of this into consideration, we may have to cut services and develop waiting lists for programs.

V. TITLE III – PROGRAM DESCRIPTION AND ASSURANCES

TITLE III AREA PLAN: PROGRAM DESCRIPTION AND ASSURANCES
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Each area agency on aging (AAA) must maintain documentation to confirm the following assurance items. Such documentation will be subject to federal and state review to ensure accuracy and completeness. By signing this four-year plan document, the area agency on aging agrees to comply with each of the following assurances unless otherwise noted in the document.

Section 305(c): Administrative Capacity

An area agency on aging shall provide assurance, determined adequate by the State agency, that the Area Agency on Aging will have the ability to develop an area plan and to carry out, directly or through contractual or other arrangements, a program in accordance with the plan within the planning and service area.

Section 306(a)(1): Provision of Services

Provide, through a comprehensive and coordinated system for supportive services, nutrition services, and where appropriate, for the establishment, maintenance, or construction of multipurpose senior centers, within the planning and service area, covered by the plan, including determining the extent of need for supportive services, nutrition services, and multipurpose senior centers in such area (taking into consideration, among other things, the number of older individuals with low incomes residing in such area, the number of older individuals who have the greatest economic need (with particular attention to low income minority individuals and older individuals residing in rural areas) residing in such area, the number of older individuals who have the greatest social need (with particular attention to low income minority individuals) residing in such area and the number of older individuals who are Indians residing in such area, and the efforts of voluntary organizations in the community, evaluating the effectiveness of the use of resources in meeting such need, and entering into agreements with providers of supportive services, nutrition services, or multipurpose senior center in such area, for the provision of such services or centers to meet such need;

Section 306(a)(2): Adequate Proportions

(a) Each area agency on aging...Each such plan shall--
 (2) provide assurances that an adequate proportion, as required under section 307(a)(2), of the amount allotted for part B to the planning and service area will be expended for the delivery of each of the following categories of services-

- (A) services associated with access to services (transportation, health services (including mental and behavioral health services), outreach, information and assistance (which may include information and assistance to consumers on availability of services under part B and how to receive benefits under and participate in publicly supported programs for which the consumer may be eligible) and case management services);
- (B) in-home services, including supportive services for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and
- (C) legal assistance; and assurances that the area agency on aging will report annually to the State agency in detail the amount of funds expended for each such category during the fiscal year most recently concluded;

and assure that the area agency will report annually to the State agency in detail the amount of funds expended for each such category during the fiscal year most recently concluded.

Section 306(a)(4)(A): Low Economic, Minority and Rural Services

- (i) The area agency on aging will-
 - (aa) set specific objectives, consistent with State policy, for providing services to older individuals with greatest economic need, older individuals with greatest social need, and older individuals at risk for institutional placement;
 - (bb) include specific objectives for providing services to low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas; and
- (II) include proposed methods to achieve the objectives described in items (aa) and (bb) of sub-clause (I);
- (ii) provide assurances that the area agency on aging will include in each agreement made with a provider of any service under this title, a requirement that such provider will—
 - (I) specify how the provider intends to satisfy the service needs of low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas in the area served by the provider;
 - (II) to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas in accordance with their need for such services; and
 - (III) meet specific objectives established by the area agency on aging, for providing services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas within the planning and service area; and
- (iii) with respect to the fiscal year preceding the fiscal year for which such plan is prepared –
 - identify the number of low-income minority older individuals in the planning and service area;
 - (I) describe the methods used to satisfy the service needs of such minority older individuals; and
 - (II) provide information on the extent to which the area agency on aging met the objectives described in clause (i).

Section 306(a)(4)(B): Low Economic, Minority and Rural Services Outreach

Provide assurances that the area agency on aging will use outreach efforts that will:

- (i) identify individuals eligible for assistance under this Act, with special emphasis on--
 - (I) older individuals residing in rural areas;
 - (II) older individuals with greatest economic need (with particular attention to low-income minority individuals and older individuals residing in rural areas);
 - (III) older individuals with greatest social need (with particular attention to low-income minority individuals and older individuals residing in rural areas);
 - (IV) older individuals with severe disabilities;
 - (V) older individuals with limited English proficiency;
 - (VI) older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction (and the caretakers of such individuals); and
 - (VII) older individuals at risk for institutional placement; and
 - (i) inform the older individuals referred to in sub-clauses (I) through (VII) of clause (i), and the caretakers of such individuals, of the availability of such assistance

Section 306(a)(4)(C): Focus on Minority Older and Rural Older Individuals

Contain an assurance that the area agency on aging will ensure that each activity undertaken by the agency, including planning, advocacy, and systems development, will include a focus on the needs of low-income minority older individuals and older individuals residing in rural areas.

Section 306(a)(5): Assurance for the Disabled

Provide assurances that the area agency on aging will coordinate planning, identification, assessment of needs, and provision of services for older individuals with disabilities, with particular attention to individuals with severe disabilities, with agencies that develop or provide services for individuals with disabilities.

Section 306(a)(6)(A): Accounting for the Recipients' Views

Take into account in connection with matters of general policy arising in the development and administration of the area plan, the views of recipients of services under such plan:

Section 306(a)(6)(B): Advocacy

Serve as the advocate and focal point for older individuals within the community by (in cooperation with agencies, organizations, and individuals participating in activities under the plan) monitoring, evaluating, and commenting upon all policies, programs, hearings, levies, and community actions which will affect older individuals;

Section 306(a)(6)(C): Volunteering and Community Action

- (i) where possible, enter into arrangements with organizations providing day care services for children, assistance to older individuals caring for relatives who are children, and respite for families, so as to provide opportunities for older individuals to aid or assist on a voluntary basis in the delivery of such services to children, adults, and families; and
- (ii) if possible, regarding the provision of services under this title, enter into arrangements and coordinate with organizations that have a proven record of providing services to older individuals, that:
 - I) were officially designated as community action agencies or community action programs under section 210 of the Economic Opportunity Act of 1964 (42 U.S.C. 2790) for fiscal year 1981, and did not lose the designation as a result of failure to comply with such Act; or
 - II) came into existence during fiscal year 1982 as direct successors in interest to such community action agencies or community action programs;

and that meet the requirements under section 676B of the Community Services Block Grant Act.

Section 306(a)(6)(D): Advisory Council

Establish an advisory council consisting of older individuals (including minority individuals and older individuals residing in rural areas) who are participants or who are eligible to participate in programs assisted under this Act, representatives of older individuals, local elected officials, providers of veterans health care (if appropriate), and

the general public, to advise continuously the area agency on aging on all matters relating to the development of the area plan, the administration of the plan and operations conducted under the plan;

Section 306(a)(6)(E): Program Coordination

Establish effective and efficient procedures for coordination of:

- (i) entities conducting programs that receive assistance under this Act within the planning and service area served by the agency; and,
- (ii) entities conducting other Federal programs for older individuals at the local level, with particular emphasis on entities conducting programs described in section 203(b), within the area;

Section 306(a)(6)(F): Mental Health Coordination

Coordinate any mental health services provided with funds expended by the area agency on aging for part B with the mental health services provided by community health centers and by other public agencies and nonprofit private organizations; and

Section 306(a)(6)(G): Native American Outreach

If there is a significant population of older individuals who are Native Americans, in the planning and service area of area agency on aging, the area agency on aging shall conduct outreach activities to identify such individuals in such area and shall inform such individuals of the availability of assistance under this Act;

Section 306(a)(7): Coordination of Long-Term Care

Provide that the area agency on aging will facilitate the coordination of community based long term care services designed to enable older individuals to remain in their homes, by means including:

- (i) development of case management services as a component of the long-term care services; consistent with the requirements of paragraph (8);
- (ii) involvement of long-term care providers in the coordination of such services; and,
- (iii) increasing community awareness of and involvement in addressing the needs of residents of long-term care facilities;

Section 306(a)(8): Case Management Services

Provide that case management services provided under this title through the area

agency on aging will:

- (i) not duplicate case management services provided through other Federal and State programs;
- (ii) be coordinated with services described in subparagraph (A); and,
- (iii) be provided by a public agency or a nonprofit private agency that:
 - (1) gives each older individual seeking services under this title a list of agencies that proved similar services within the jurisdiction of the area agency on aging;
 - (2) gives each individual described in clause (i) a statement specifying that the individual has a right to make an independent choice of service providers and documents receipt by such individual of such statement;
 - (3) has case managers acting as agents for the individuals receiving the services and not as promoters for the agency providing the services; or,
 - (4) is located in a rural area and obtains a waiver of the requirements described in clauses (i) through (iii)

Section 306(a)(9): Assurance for State Long-Term Care Ombudsman Program

Provide assurance that area agency on aging, in carrying out the State Long-Term Care Ombudsman program under section 307(a)(9), will expend not less than the total amount of funds appropriated under this Act and expended by the agency in fiscal year 2000 in carrying out such a program under this title;

Section 306(a)(10): Grievance Procedure

Provide a grievance procedure for older individuals who are dissatisfied with or denied services under this title;

Section 306(a)(11): Services to Native Americans

Provide information and assurances concerning services to older individuals who are Native Americans (referred to in the paragraph as "older Native Americans"), including--

-

- (A) information concerning whether there is a significant population of older Native Americans in the planning and service area and if so, an assurance that the area agency on aging will pursue activities, including outreach, to increase access of those older Native Americans to programs and benefits provided under this title;
- (B) an assurance that the area agency on aging will, to the maximum extent practicable, coordinate the services the agency provides under this title with

services provided under title VI; and

- (C) an assurance that the area agency on aging will make services under the area plan available, to the same extent as such services are available to older individuals within the planning and service area, to older Native Americans;

Section 306(a)(12): Federal Program Coordination

Provide that the area agency on aging will establish procedures for coordination of services with entities conducting other Federal or federally assisted programs for older individuals at the local level, with particular emphasis on entities conducting programs described in section 203(b) within the planning and service area.

Section 306(a)(13) (A-E): Maintenance of Integrity, Public Purpose, Quantity and Quality of Services, Auditability

Provide assurances that the area agency on aging will:

(A) maintain the integrity and public purpose of services provided, and service providers, under this title in all contractual and commercial relationships;

(B) disclose to the Assistant Secretary and the State agency--

(i) the identity of each nongovernmental entity with which such agency has a contract or commercial relationship relating to providing any service to older individuals; and

(ii) the nature of such contract or such relationship;

(C) demonstrate that a loss or diminution in the quantity or quality of the services provided, or to be provided, under this title by such agency has not resulted and will not result from such contract or such relationship;

(D) demonstrate that the quantity or quality of the services to be provided under this title by such agency will be enhanced as a result of such contract or such relationship;

(E) on the request of the Assistant Secretary or the State, for the purpose of monitoring compliance with this Act (including conducting an audit), disclose all sources and expenditures of funds such agency receives or expends to provide services to older individuals;

Section 306(a)(14): Appropriate use of Funds

Provide assurance that funds received under this title will not be used to pay any part of a cost (including administrative cost) incurred by the area agency on aging to carry out a contract or commercial relationship that is not carried out to implement this title

Section 306(a)(15): No Preference

Provide assurance that preference in receiving services under this title will be used-

(A) to provide benefits and services to older individuals, giving priority to older individuals identified in paragraph (4)(A)(i); and\

(B) in compliance with the assurances specified in paragraph (13) and the limitations specified in section 212;

TITLE VII: ELDER RIGHTS PROTECTION

Chapter 1: General Provisions

Section 705(a)(6)(A): General Provisions

An assurance that, with respect to programs for the prevention of elder abuse, neglect, and exploitation under chapter 3:

- (A) in carrying out such programs the State agency will conduct a program of services consistent with relevant State law and coordinated with existing State adult protective service activities for:
- (i) public education to identify and prevent elder abuse;
 - (ii) receipt of reports of elder abuse;
 - (iii) active participation of older individuals participating in programs under this Act through outreach, conferences, and referral of such individuals to other social service agencies or sources of assistance if appropriate and if the individuals to be referred consent, and
 - (iv) referral of complaints to law enforcement or public protective service agencies if appropriate;

Chapter 2: Ombudsman Program

Section 704(a): Organization and Area Plan Description of Ombudsman Program

Section 712(a)(5)(D)(iii): Confidentiality and Disclosure

The State agency shall develop the policies and procedures in accordance with all provisions of this subtitle regarding confidentiality and conflict of interest. [This is R510-200-8(B)(9) for confidentiality and R510-200-7(A)(e) for conflicts of interest using the definitions outlined in state and federal law]

Section 712(a)(5)(C): Eligibility for Designation

Entities eligible to be designated as local Ombudsman entities, and individuals eligible to be designated as representatives of such entities, shall:

- (i) have demonstrated capability to carry out the responsibilities of the Office;
- (ii) be free of conflicts of interest;

- (iii) in the case of the entities, be public or nonprofit private entities; and
- (iv) meet such additional requirements as the Ombudsman may specify.

Section 712(a)(5)(D): Monitoring Procedures

- (i) In General: The State agency shall establish, in accordance with the Office, policies and procedures for monitoring local Ombudsman entities designated to carry out the duties of the Office.

Section 712(a)(3)(D): Regular and Timely Access

The Ombudsman shall ensure that the residents have regular and timely access to the services provided through the Office and that the residents and complainants receive timely responses from representatives of the Office to complaints;

Section 712(c): Reporting System

The State agency shall establish a statewide uniform reporting system to:

- (1) collect and analyze data relating to complaints and conditions in long-term care facilities and to residents for the purpose of identifying and resolving significant problems, and
- (2) submit the data, on a regular basis.

Section 712(h): Administration

The State agency shall require the Office to:

- (1) prepare an annual report:
 - (A) describing the activities carried out by the Office in the year for which the report is prepared;
 - (B) containing and analyzing the data collected under subsection (c);
 - (C) evaluating the problems experienced by, and the complaints made by or on behalf of, residents;
 - (D) containing recommendations for:
 - (i) improving quality of the care and life of the residents; and
 - (ii) protecting the health, safety, welfare, and rights of the residents;
 - (E) (i) analyzing the success of the program including success in providing

- services to residents of board and care facilities and other similar adult care facilities; and
- (ii) identifying barriers that prevent the optimal operation of the program; and
- (F) providing policy, regulatory, and legislative recommendations to solve identified problems, to resolve the complaints, to improve the quality of care and life of residents, to protect the health, safety, welfare, and rights of residents, and to remove the barriers;
- (2) analyze, comment on, and monitor the development and implementation of Federal, State, and local laws, regulations, and other government policies and actions that pertain to long-term care facilities and services, and to the health, safety, welfare, and rights of residents, in the State, and recommend any changes in such laws, regulations, and policies as the Office determines to be appropriate;
- (3) (A) provide such information as the Office determines to be necessary to public and private agencies, legislators, and other persons, regarding:
 - (i) the problems and concerns of older individuals residing in long-term care facilities; and
 - (ii) recommendations related to the problems and concerns.

(These three assurances were added to the ombudsman section in May, 2003)

Section 712(f): Conflict of Interest

The State agency shall:

- (1) ensure that no individual, or member of the immediate family of an individual, involved in the designation of the Ombudsman (whether by appointment or otherwise) or the designation of an entity designated under subsection (a)(5), is subject to a conflict of interest;
- (2) ensure that no officer or employee of the Office, representative of a local Ombudsman entity, or member of the immediate family of the officer, employee, or representative, is subject to a conflict of interest;
- (3) ensure that the Ombudsman:
 - (A) does not have a direct involvement in the licensing or certification of a long-term care facility or of a provider of a long-term care service;
 - (B) does not have an ownership or investment interest (represented by equity, debt, or other financial relationship) in a long-term care facility or a long-term care service;
 - (C) is not employed by, or participating in the management of, a long-term care facility; and
 - (D) does not receive, or have the right to receive, directly or indirectly, remuneration (in cash or in kind) under a compensation arrangement with

- an owner or operator of a long-term care facility; and
- (4) establish, and specify in writing, mechanisms to identify and remove conflicts of interest referred to in paragraphs (1) and (2), and to identify and eliminate the relationships described in subparagraphs (A) through (D) of paragraph (3), including such mechanisms as:
- (A) the methods by which the State agency will examine individuals, and immediate family members, to identify the conflicts; and
 - (B) the actions that the State agency will require the individuals and such family members to take to remove such conflicts.

Section 712(a)(3)(E): Representation Before Governmental Agencies

The Ombudsman shall represent the interests of the residents before governmental agencies and seek administrative, legal, and other remedies to protect the health, safety, welfare, and rights of the residents;

Section 712(j): Noninterference

The State must:

- (1) Ensure that willful interference with representatives of the Office in the performance of the official duties of the representatives (as defined by the Assistant Secretary) shall be unlawful.
- (2) Prohibit retaliation and reprisals by a long-term care facility or other entity with respect to any resident, employee, or other person for filing a complaint with, providing information to, or otherwise cooperating with any representative of, the Office.

Will you assure that your agency will not interfere with the official functions of ombudsman representatives as defined in The Older Americans Act section 712 (a) (5) (B) and that representatives will be able to report any interference to the State?

Chapter 3: Programs for the Prevention of Elder Abuse, Neglect and Exploitation

Section 721(a): Establishment

In order to be eligible to receive an allotment under section 703 from funds appropriated with this section, and in consultation with area agencies on aging, develop and enhance programs for the prevention of elder abuse, neglect, and exploitation.

Section 721(b) (1-2)

- (1) providing for public education and outreach to identify and prevent elder abuse, neglect, and exploitation;
- (2) ensuring the coordination of services provided by area agencies on aging with services instituted under the State adult protection service program, State and local law enforcement systems, and courts of competent jurisdiction;

AREA PLAN PROGRAM OBJECTIVES

Supportive Services

Title III B Program Objective	Persons Served - Unduplicated Count	Persons Waiting for Services*	Estimate d Service Units	Estimated Number of Persons Not Served
Case Management (1 case): Assistance either in the form of access or care coordination in the circumstance where the older person and/or their caregivers are experiencing diminished functioning capacities, personal conditions or other characteristics which require the provision of services by formal service providers. Activities of case management includes assessing needs, developing care plans, authorizing services, arranging services, coordinating the provision of services among providers, follow-up and re-assessment, as required.	3	0	36	2
Personal Care (1 hour): Provide personal assistance, stand-by assistance, supervision or cues for persons having difficulties with one or more of the following activities of daily living: eating, dressing, bathing, toileting, and transferring in and out of bed.	0	0	0	0
Homemaker (1 hour): Provide assistance to persons having difficulty with one or more of the following instrumental activities of daily living: preparing meals, shopping for personal items, managing money, using the telephone or doing light housework. Chore (1 hour): Provide assistance to persons having difficulty with one or more of the following instrumental activities of daily living: heavy housework, yard work or sidewalk maintenance. Adult Day Care/Adult Day Health (1 hour): Provision of personal care for	3	0	334	2

Title III B Program Objective	Persons Served - Unduplicated Count	Persons Waiting for Services*	Estimate d Service Units	Estimated Number of Persons Not Served
dependent adults in a supervised, protective, congregate setting during some portion of a 24-hour day. Services offered in conjunction with adult day care/adult health typically include social and recreational activities, training, counseling, meals for adult day care and services such as rehabilitation, medication management and home health aide services for adult day health.				
Assisted Transportation (1 one-way trip): Provision of assistance, including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.	1	0	50	10
Transportation (1 one-way trip): Provision of a means of transportation for a person who requires help in going from one location to another, using a vehicle. Does not include any other activity. Legal Assistance (1 hour): Provision of legal advice, counseling and representation by an attorney or other person acting under the supervision of an attorney. Nutrition Education (1 session): A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants or participants and caregivers in a group or individual setting overseen by a dietitian or individual of comparable expertise.		0	1,000 30 2,000	10

- Persons assessed and determined eligible for services

Title III B Program Objective	Persons Served - Unduplicated Count	Persons Waiting for Services*	Estimate d Service Units	Estimated Number of Persons Not Served
Information and Assistance (1 contact): A service for older individuals that (A) provides the individuals with current information on opportunities and services available to the individuals within their communities, including information relating to assistive technology; (B) assesses the problems and capacities of the individuals; (C) links the individuals to the opportunities and services that are available; (D) to the maximum extent practicable, ensures that the individuals receive the services needed by the individuals, and are aware of the opportunities available to the individuals, by establishing adequate follow-up procedures.			12,000	
Outreach (1 contact): Interventions initiated by an agency or organization for the purpose of identifying potential clients and encouraging their use of existing services and benefits.			350	

* Persons assessed and determined eligible for services

TITLE III C-1

Title III C-1 Program Objective	Persons Served - Unduplicated Count	Persons Waiting for Services*	Estimated Service Units	Estimated Number of Persons Not Served
Congregate Meals (1 meal): Provision to an eligible client or other eligible participant at a nutrition site, senior center or some other congregate setting, a meal which: <ul style="list-style-type: none"> a) complies with the Dietary Guidelines for Americans (published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture; b) provides, if one meal is served, a minimum of 33 and 1/3 percent of the current daily Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences; c) provides, if two meals are served, together, a minimum of 66 and 2/3 percent of the current daily DRI; although there is no requirement regarding the percentage of the current daily DRI which an individual meal must provide, a second meal shall be balanced and proportional in calories and nutrients; and, d) provides, if three meals are served, together, 100 percent of the current daily DRI; although there is no requirement regarding the percentage of the current daily DRI which an individual meal must provide, a second and third meal shall be balanced and proportional in calories and nutrients. 	280	0	10,000	20
Nutrition Counseling (1 hour): Provision of individualized advice and guidance to individuals, who are at nutritional risk because of their health or nutritional history, dietary intake, medications use or	0	0	0	0

Title III C-1 Program Objective	Persons Served - Unduplicated Count	Persons Waiting for Services*	Estimated Service Units	Estimated Number of Persons Not Served
chronic illnesses, about options and methods for improving their nutritional status, performed by a health professional in accordance with state law and policy.				
Nutrition Education (1 session): A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants or participants and caregivers in a group or individual setting overseen by a dietitian or individual of comparable expertise.			2,000	

* Persons assessed and determined eligible for services

TITLE III C-2

Home-Delivered Meals

Title III C-2 Program Objective	Persons Served - Unduplicated Count	Persons Waiting for Services*	Estimated Service Units	Estimated Number of Persons Not Served
Assessment/Screening (1 Hour): Administering standard examinations, procedures or tests for the purpose of gathering information about a client to determine need and/or eligibility for services. Routine health screening (blood pressure, hearing, vision, diabetes) activities are included.			200	
Home-Delivered Meals (1 meal): Provision, to an eligible client or other eligible participant at the client's place of residence, a meal which: a) complies with the Dietary Guidelines for Americans (published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture); b) provides, if one meal is served, a minimum of 33 and 1/3 percent of the current daily Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences; c) provides, if two meals are served, together, a minimum of 66 and 2/3 percent of the current daily DRI; although there is no requirement regarding the percentage of the current daily RDA which an individual meal must provide, a second meal shall be balanced and proportional in calories and nutrients; and d) provides, if three meals are served, together, 100 percent of the current daily DRI; although there is no requirement regarding	200	0	35,000	20

<p align="center">Title III C-2 Program Objective</p> <p>Home-Delivered Meals (cont'd): the percentage of the current daily RDA which an individual meal must provide, a second and third meal shall be balanced and proportional in calories and nutrients.</p>	<p align="center">Persons Served - Unduplicated Count</p>	<p align="center">Persons Waiting for Services*</p>	<p align="center">Estimated Service Units</p>	<p align="center">Estimated Number of Persons Not Served</p>
<p>Nutrition Counseling (1 hour): Provision of individualized advice and guidance to individuals, who are at nutritional risk because of their health or nutritional history, dietary intake, medications use or chronic illnesses, about options and methods for improving their nutritional status, performed by a health professional in accordance with state law and policy.</p>	0	0	0	0

* Persons assessed and determined eligible for services

**TITLE III D
Preventive Health**

Title III D Program Objective	Persons Served - Unduplicated Count	Persons Waiting for Services*	Estimated Service Units	Estimated Number of Persons Not Served
<u>Assessment and Screening</u>			<u>200</u>	
<u>Nutrition Education</u>			<u>2,000</u>	
Tai Chi for Arthritis			<u>250</u>	
Bingocize			<u>250</u>	

* Persons assessed and determined eligible for services

TITLE III E
National Family Caregiver Support Program (NFCSP)

Title III E Program Objective	Persons Served	Persons Waiting for Services*	Estimated Service Units
Information: Estimate the number of individuals who will receive information, education and outreach activities in order to recruit caregivers into your program.	15,000		21
Assistance: Estimate the number of clients who will receive assistance in accessing resources and information which will result in developed care plans and coordination of the appropriate caregiver services.	6		120
Counseling/Support Groups/ Training: Estimate the number of individuals who will receive counseling/support groups/training.	0		0
Respite: Estimate the number of clients who will receive respite services using NFCS funds.	6		1260
Supplemental Services: Estimate the number of clients receiving supplemental caregiver services using NFCS funds.	6		250

* Persons assessed and determined eligible for services

OTHER OLDER AMERICANS ACT

Other Services Profile (*Optional*): List other services and the funding source.

Service Name and Funding Source	Persons Served - Unduplicated Count	Persons Waiting for Services*	Estimated Service Units	Estimated Number of Persons Not Served
Friendly Visit, Telephone Reassurance, Recreation, Exercise, Trips, Preventative Health, Public Information, Training			<u>120,000</u>	

* Persons assessed and determined eligible for services

Note: There are no restrictions on the number of other services which may be reported.

Mission/Purpose Codes:

- A= Services which address functional limitations
- B= Services which maintain health
- C= Services which protect elder rights
- D= Services which promote socialization/participation
- E= Services which assure access and coordination
- F= Services which support other goals/outcomes

STATE-FUNDED PROGRAMS

Service Code	Program Objective	Persons Served - Unduplicated Count	Persons Waiting for Services*	Estimated Number of Persons Not Served
ALM	Home and Community-based Alternatives Program: ** Service designed to prevent premature or inappropriate admission to nursing homes, including program administration, client assessment, client case management, and home- and community-based services provided to clients.	24	0	20
RVP	Volunteer: Trained individuals who volunteer in the Retired Senior Volunteer Program, Foster Grandparent Program, and Senior Companion Program.	0	0	0

* Persons assessed and determined eligible for services

** Quarterly and annual reporting requirements by service area will still be required.
(Example: case management, home health aide, personal care, respite, etc.)

MEDICAID AGING WAIVER PROGRAM

Program Objective	Persons Served - Unduplicated Count	Persons Waiting for Services*	Estimated Number of Persons Not Served
Purpose: A home and community-based services waiver offers the State Medicaid Agency broad discretion not generally afforded under the State plan to address the needs of individuals who would otherwise receive costly institutional care provided under the State Medicaid plan.	18	0	10

* Persons assessed and determined eligible for services

VI. REAFFIRMATION OR AMENDMENTS TO THE FOUR-YEAR PLAN

This section allows the AAA to annually reaffirm, with documentation, the information found in its four-year plan. It is important to include documentation with the request for any waivers, including descriptions and justifications for the request. This section provides an opportunity to discuss any modifications the agency is requesting to amend in the four-year plan. The following areas should be included, and any others that the AAA would like to add:

1. PRIORITY OF SERVICES

Home Delivered Meals
In Home Services
Congregate Meals
Transportation
Preventative Health
Health Education

2. SERVICE PROVIDERS

List all providers from whom the agency will purchase goods or services with Title III funds to fulfill area plan objectives. Specify the goods or services being purchased and the type of agreement made with the provider, i.e., subcontract, vendor, memorandum of agreement, etc.:

AGREEMENT		
PROVIDER NAME	GOODS/SERVICE(S)	TYPE
Rocky Mountain	In Home	Contract
Comfort At Home	In Home	Contract
Zions Way	In Home	Contract
Utah Legal Services	Legal	Contract
Private care Providers	In Home	Contract

3. DIRECT SERVICE WAIVERS

The State Plan shall provide that no supportive services, nutrition services, or in-home services (as defined in section 342[l]) will be directly provided by the State Agency or an area agency on aging, except where, in the judgment of the State Agency, provision of such services by the State or an area agency on aging is necessary to assure an adequate supply of such services, or where such services are directly related to such state or area agency on aging administrative functions, or where such services of comparable quality can be provided more economically by such state or area agency on aging.

Is your agency applying for any Direct Service Waivers?

Yes [X] No []

If yes, list the services for which waivers are being requested and describe the necessity for the direct service provision.

Congregate: Monticello, Blanding, Bluff and La Sal Centers. It has been determined that this service can be better provided by the AAA in order to control costs and quality of meals.

Home Delivered: Monticello, Blanding, Bluff, and La Sal Centers. It has been determined that this service can be better provided by the AAA in order to control costs and quality of the meals

Transportation: There are no direct contract providers for these services in the County.

Case Management: There are no direct contract providers for this service in our county. Organizations and private providers provide the services to the client eliminating the potential conflict of interest.

4. PRIORITY SERVICE WAIVER

Reference(s): OAA Section 306(a)(2), 306(b)(1)(2)(A)(B)(C)(D), 307(a)(22)
State Rule R110-106-1

Indicate which, if any, of the following categories of service the agency is not planning to fund with the minimum percentage of Title III B funds specified in the State Plan, with the justification for not providing services. **Attach appropriate documentation** to support the waiver request as follows:

- 1) notification of public hearing to waive Title III B funding of a service category,
- 2) A list of the parties notified of the hearing,
- 3) A record of the public hearing, and
- 4) A detailed justification to support that services are provided in sufficient volume to meet the need throughout the planning and service area. (See State Rule R805-106 for specific requirements.)

SERVICE CATEGORY

DESCRIPTION OF REASON FOR THE WAIVER

We will not be asking for a waiver for these services.

Access:

In-Home:

Legal Assistance:

5. ADVISORY COUNCIL

References: OAA Sections 306(a)(6)(F)
FED 45 CFR Part 1321.57

Council Composition	Number of Members
60+ Individuals	4 _____
60+ Minority Individuals	2 _____
60+ Residing in Rural Areas	6 _____
Representatives of Older Individuals	6 _____
Local Elected Officials	3 _____
Representatives of Providers of Health Care (including Veterans Health Care if applicable)	6 _____
Representatives of Supportive Services Provider Organizations	_____
Persons With Leadership Experience in the Voluntary and Private Sectors	_____
General Public	_____
Total Number of Members (May not equal sum of numbers for each category)	25

Name and address of chairperson:

Does the Area Agency Advisory Council have written by-laws by which it operates?

☒ Yes ☐ No

Area Agency Advisory Council meetings schedule: Quarterly pending agenda
Items.

VII. POPULATION ESTIMATES

Population Group	Number*	Number Served in Planning and Service Area	Estimate of People Needing Services
Age 60+	3,207	615	160
Age 65+	2,257	338	112
Minority Age 65+	1128	169	113

*Population data from the Governor's Office of Planning and Budget are provided for each county on the attached sheet.

VIII. SPECIFIC QUESTIONS ON PROGRAM ACTIVITIES



COMMISSION STAFF REPORT

MEETING DATE: May 21, 2024

SUBMITTED BY: Tammy Gallegos, Aging Director

TITLE: Consideration and Approval of the 2024 Utah Legal Services Contract for Services.

RECOMMENDATION: Approval

SUMMARY

We contract with Utah Legal Services to provide assistance to the elderly population of San Juan County. Utah Legal Services helps with in person on site assistance and over the phone assistance.

HISTORY/PAST ACTION

Renewal of Contract

FISCAL IMPACT

\$1,500 paid with Aging Grants

FY 2025
CONTRACT FOR LEGAL SERVICES

SAN JUAN COUNTY AREA AGENCY ON AGING

This agreement is between the **San Juan County Area Agency on Aging**, herein referred to as **Contractor**, and **Utah Legal Services, Inc.**, herein referred to as **Provider**. This contract shall be effective as of July 1, 2024 and shall terminate on June 30, 2025, unless terminated sooner in accordance with the terms and conditions of this contract.

The purpose of this contract is the provision of legal education presentations and direct legal assistance to senior citizen residents of **San Juan County**, consistent with the requirements of the Older Americans Act, 42 USC §3001 et. seq. and the regulations promulgated there under, including 45 CFR §1321.71.

I. PAYMENT

1.1 Contractor shall pay Provider up to \$1,500 during the contract term for the services of Provider under this contract.

1.2 Contractor shall reimburse Provider the wages actually paid to advocates and support staff performing work under the contract as well as a proportionate share of personnel benefits; management and supervisory oversight; and non-personnel expenses associated with such performance and supervision, subject to the limitation contained in paragraph 1.1 above. Additionally, Contractor will also reimburse for a proportionate share of meeting time of Provider's staff doing work under this contract. These meetings are held infrequently to discuss delivery of services to these eligible clients. Time actually expended by advocates and support staff in performing outreach work, including preparation and travel and

travel related expenses, will be billed in the same manner as advice to and representation of individual clients.

II. ELIGIBILITY

2.1 All residents of **San Juan County** who are age 60 or older, are eligible for services hereunder, regardless of income and assets.

III. DESCRIPTION OF SERVICES

3.1 Provider shall conduct legal education presentations at Contractor sponsored sites on dates and times mutually agreeable to Contractor, or Contractor's designee, and Provider.

3.2 Provider shall furnish site managers and recipients of services with WATS line telephone number of Provider and inform them of services available.

3.3 Provider shall furnish necessary materials for preventative legal education presentations.

3.4 Provider shall provide legal advice, and brief representation to eligible clients in matters falling under the service priorities listed in Appendix I. To the extent practical, priority will be given to legal assistance related to income, health care, long-term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse, and neglect to individuals. Particular attention shall be given to the needs of low-income minority individuals, and individuals with "social or economic needs" (as defined in the Older Americans Act).

3.5 Provider shall refer eligible clients whose problems do not fall within priorities (or when funding is depleted) to appropriate available resources.

IV. RECORDS AND BILLING

4.1 Contractor shall pay all claims from Provider for services rendered hereunder, limited to the amount stated in paragraph 1.1. Provider shall make all claims quarterly with the final claim under this contract submitted no later than June 30, 2025.

4.2 Provider shall not bill this contract for services rendered to eligible clients who are otherwise eligible for Provider's general low-income legal services.

4.3 Provider shall record time spent on case handling of individual clients and make this record, absent personal identifying information, available to Contractor upon request. Additionally, Provider shall provide, along with the quarterly billing, a list of client matters worked on by Provider's staff during that quarter. This report will include client number, type of case, date case was opened, and date case was closed, if applicable.

4.4 Provider's invoice shall be based on the following categories:

a) hours worked by staff members on activities directly chargeable to this contract, billed at actual gross payroll cost (excluding employer taxes or benefits), b) management, supervision, support, and leave hours for each ULS pay period, charged to each funding source based on the ratio of that source's direct payroll to the ULS total direct payroll for that period, and c) benefits and operating expenses, charged to each funding source by removing those items directly chargeable to a specific source and distributing the remainder to each funding source based on the ratio of that source's payroll (a+b) to the ULS total payroll for the period. The rate used for

c) is reviewed at least semi-annually and adjusted if needed. Lesser amounts paid to outside service providers may be direct charged to the contract as a separate line with no administrative fees added; however, substantial use of third parties at the Contractor's request may result in additional administrative costs.

V. GENERAL PROVISIONS

It is mutually agreed that:

5.1 All information regarding recipients of services under this contract shall be confidential, except as needed by Contractor for audits or inspections. Publication of any information that would identify a particular recipient of services is prohibited.

5.2 Any funds remaining after final reimbursement and accounting shall be the sole property of the Contractor.

5.3 This agreement may be terminated upon thirty (30) days written notice by either party. This agreement may be altered, changed, or redrafted by mutual agreement of Contractor and Provider, provided however, that alterations or changes are reduced to writing and signed by the respective parties.

5.4 Provider is an independent contractor and does not assume the rights, responsibilities, or duties of an employee of Contractor. The Contractor has no responsibility for claims arising from the performance by Provider of the terms of this contract.

5.5 Provider and Contractor agree to abide by all federal statutes and regulations regarding the performance of this contract and, specifically, the terms and conditions provided in the Older Americans Act and regulations promulgated there under.

EXECUTION OF CONTRACT

FOR SAN JUAN COUNTY AREA AGENCY ON AGING:

I, Jamie Harvey, hereby declare to the undersigned authority that I am authorized to execute the foregoing contract on behalf of the San Juan County Area Agency on Aging, and that I do hereby execute the same.

Jamie Harvey, Chair
San Juan County Commission

Contract for Legal Services
Fiscal Year 2025

Page 6

FOR UTAH LEGAL SERVICES, INC.

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

I, Pamela Beatse, hereby declare to the undersigned authority that I am authorized to execute the foregoing contract on behalf of the Utah Legal Services, Inc. and that I do hereby execute the same.

PAMELA BEATSE
Executive Director

CORPORATE ACKNOWLEDGMENT

In the County of Salt Lake, State of Utah, on this ____ day of _____ 2024, before me, the undersigned notary, personally appeared Pamela Beatse who is personally known to me to be the person who signed the preceding document in my presence and who swore or affirmed to me that she signed it voluntarily for its stated purpose.

NOTARY PUBLIC

Appendix I**San Juan County Area Agency on Aging****CASE SERVICE PRIORITIES
UTAH LEGAL SERVICES, INC.
FY 2025**

Case Service Priorities represent one of two criteria for accepting/rejecting particular client matters. The other criterion is legal merit. Advice, flyers, and referral will be given wherever relevant.

To the extent practical, priority will be given to legal assistance related to income, health care, long-term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse, and neglect to individuals to whom representation is not otherwise available. Particular attention shall be given to the needs of low-income minority individuals, and individuals with "social or economic needs" (as defined in the Older Americans Act). Case service priorities for the total hours of client representation and counseling provided under the contract shall be targeted as follows within the following legal categories:

CONSUMER: collections, repossessions, garnishments, credit access, contracts, warranties, unfair sales, loans, installments, and bankruptcy.

FAMILY: guardianship, conservatorship, custody, visitation rights, power of attorney, divorce, separation, and spouse abuse.

HEALTH: Medicare and Medicaid benefits, rights and payments, and physical disability.

HOUSING: subsidized housing, real property, landlord-tenant issues, tax abatement, and other public housing issues.

INCOME MAINTENANCE: Social Security, SSI, unemployment, veteran's benefits, Food Stamps, Workers Compensation, AFDC, and other welfare.

MISCELLANEOUS: wills, estates, immigration, and mental health.

NO FEE-GENERATING MATTERS WILL BE ACCEPTED FOR REPRESENTATION.



COMMISSION STAFF REPORT

MEETING DATE: May 21, 2024

ITEM TITLE, PRESENTER: Approval of San Juan County - Immunizations - 2019 Amendment 5

RECOMMENDATION: Approval

SUMMARY

The purpose of this funding is to enable San Juan Public Health to develop a one-year Immunization Action Plan and 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 for the period July 1, 2024 to June 30, 2025 with the following allowable amounts for each incremental period based on unused available funds.

- a) \$6,249.00 for the period July 1, 2024 to September 30, 2024.
- b) Up to \$12,498.00 for the period July 1, 2024 to December 31, 2024.
- c) Up to \$18,747.00 for the period July 1, 2024 to March 30, 2025.
- d) Up to \$24,996.00 for the period July 1, 2024 to June 30, 2025.



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

DHHS Log Number

192701007

State Contract Number

1. **CONTRACT NAME:** The name of this contract is San Juan County - Immunizations - 2019 Amendment 5.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DHHS) and San Juan County (CONTRACTOR).

PAYMENT ADDRESS

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

MAILING ADDRESS

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

Vendor ID: 06866HL

Commodity Code: 99999

3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendment is to increase the contract amount, change the termination date, replace Attachment "A" and replace the Amendment language in the General Provisions in exchange for continued services. General Provisions Article 4 is hereby replaced in its entirety to read: "Amendments to this agreement must be in writing and signed by the parties except for the following for which written notification from the Department will constitute an amendment to the agreement without the Contractor signature; 1) change to the total agreement amount or rates; and 2) changes to financial reporting requirements".
4. **CHANGES TO CONTRACT:**
 1. The original amount was \$115,272.00. 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 \$140,268.00.
 2. The contract termination date is changed. The original termination date was June 30, 2024. The contract period is being increased by 16 years. The new contract termination date is June 30, 2040.
 3. Attachment "A", effective July 1, 2024, is replacing Attachment "A", which was effective July 2023. The document title is changed, DHHS replaces Department and Grantee replaces Subrecipient throughout the document, Article "II" Definitions, Sections, F., and G., are deleted, Article "III" Section A, is changed and Subsection 6, is added, and Section E., is deleted, Article "V" Responsibilities of Grantee, Section B.2., is changed, Article "VI" Reports, Sections C.1., C.3., C.4., and C.5., are changed, and and Article "IX" is deleted.

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 AGREEMENTS	Federal Award Date:	6/25/2019
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 07/01/2024.
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 Associates Agreement currently in effect until 6/30/2028.
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.

Intentionally Left Blank

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

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____
Bruce Adams
County Commission Chair

Date

By: _____
Tracy S. Gruber
Executive Director, Department
of Health & Human Services

Date

Attachment A: Special Provisions
San Juan County - Immunizations - 2019 - Amendment 5

I. GENERAL PURPOSE:

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

II. DEFINITIONS:

- A. "CDC" means The Centers for Disease Control and Prevention.
 B. "EpiTrax" means State of Utah disease reporting system.
 C. "Healthy People 2020" means federal health indicators and goals to increase immunization rates and reduce preventable infectious disease.
 D. "PIO" means Public Information Officer.
 E. "SMART" means specific, measurable, attainable, realistic and timely.

III. FUNDING:

- A. New total funding is \$140,268.00.
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.
 - 6. \$24,996.00 for the period July 1, 2024 to June 30, 2025 with the following allowable amounts for each incremental period based on unused available funds.
 - a) \$6,249.00 for the period July 1, 2024 to September 30, 2024.
 - b) Up to \$12,498.00 for the period July 1, 2024 to December 31, 2024.
 - c) Up to \$18,747.00 for the period July 1, 2024 to March 30, 2025.
 - d) Up to \$24,996.00 for the period July 1, 2024 to June 30, 2025.
 - B. The Federal funds provided under this agreement are from the Federal Program and award as recorded on Page 1 of the contract.
 - C. Pass-through Agency: Utah Department of Health and Human Services.
 - D. Number assigned by the Pass-through Agency: State Contract Number, as recorded on Page 1 of the Contract.
- IV. DHHS CONTACT:
 - A. The day to day operations and dispute contact is Rich Lakin, rlakin@utah.gov, (801) 554-9827.
- V. RESPONSIBILITIES OF GRANTEE:
 - A. For the Immunization Action Plan, the Grantee shall;
 - 1. Develop a one-year Immunization Action Plan with a minimum of three measurable objectives that identify the priority, achievable and affordable activities that the best available evidence indicates, improvise and sustains vaccination coverage level for all residents of the jurisdiction among: infants/children, adolescents, adults and special population.
 - a) Include the rationale for choosing the objectives and activities;
 - b) Implement, conduct and monitor outcomes for each objective and activity;
 - c) Activities shall focus on low and lagging vaccination coverage levels for the population identified;
 - d) Develop objectives using the SMART format;
 - e) New objectives shall not be repeated from the previous five-year grant project period and from the past year;
 - f) New objectives shall correlate with the immunization's goals in the Utah Health Improvement Plan 2017 – 2020 (<https://ibis.health.utah.gov/pdf/opha/publication/UHIP.pdf>);
 - g) Designate and identify a staff member to act as the local Immunization Coordinator who is the primary contact with DHHS.
 - B. For Perinatal Hepatitis B, the Grantee shall;
 - 1. Designate and identify a staff member to act at the local Hepatitis B Coordinator who conducts case management, follow-up and data reporting/entry into EpiTrax; and

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

VI. REPORTS:

The Grantee shall:

- A. Ensure all information for each mother and infant birth is fully complete in EpiTrax and follow all established CDC required protocols for case management contained in the Utah Perinatal Hepatitis B Prevention Guidelines (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 of each year
2. Budget	
3. Final Report for Previous Year's Immunization Activity Implementation Plan	July 31 of each year
4. Immunization Media Campaign Report	August 1 of each year
5. Coordinator Report	August 1 of each year

- D. Include the following data elements in LHD Immunization Activity Implementation Plan Objective & Activity report;

1. Grantee name;
2. Reporting period, e.g. July 1, 2019 to June 30, 2020;
3. Report completed by, phone number and email address;
4. Nursing Director name, signature and date;
5. Objective number 1, 2, and 3. E.g. Objective 1, Objective 2 and Objective 3;
6. New or baseline data, select one;
7. Activity name and description;
8. Evaluation measures;
9. Timeline.

- E. Include the following data elements in the Budget;

1. Grantee name;
2. Reporting period, e.g. July 1, 2019 to June 30, 2020;
3. Report completed by, phone number and email address;
4. Nursing Director name, signature and date;
5. Funding and Revenue (title);
 - a. Grantee funding and amount;
 - b. Media and amount;
 - c. Perinatal and amount;
 - d. Total and amount.
6. Expenses (title);
 - a. Personnel – Immunization Coordinator name and amount;
 - b. Personnel – Hepatitis B Coordinator name and amount;
 - c. Fringe benefits, rate as a percent of salary and amount;
 - d. Travel – Instate, number of miles at \$0.38 each mile and amount;
 - e. Travel – Instate, lodging, meals, etc., and amount;
 - f. Travel - Out of state amount. Includes: travel, lodgings, meals, registration, etc.;
 - g. Other Expenses – Infant Immunization Week and amount;
 - h. Other Expenses – Immunization Awareness Month and amount;

- i. Other Expenses – Utah Adolescent and amount;
 - j. Other Expenses – Utah Adult Immunization and amount;
 - k. Other Expenses – Staff Training and amount;
 - l. Other Expenses – Client/Parent Education/training and amount;
 - m. Other Expenses – Perinatal Hepatitis B Case Management and amount;
 - n. Total Expense and amount.
- F. Include the following data elements in the Final Report for Previous Year's Immunization Activity Implementation Plan report;
 - 1. Grantee name;
 - 2. Reporting period, e.g. July 1, 2019 to June 30, 2020;
 - 3. Report completed by, phone number and email address;
 - 4. Nursing Director name, signature and date;
 - 5. Objective number and 1, 2, and 3. E.g. Objective 1, Objective 2 and Objective 3;
 - 6. New or baseline data, select one for each objective;
 - 7. Result for each objective to reach objectives;
 - 8. Evaluation Measures for each objective;
 - 9. Barriers and Challenges for each objective.
- G. Include the following data elements in the Immunization Media Campaign Report;
 - 1. Grantee name;
 - 2. Reporting period, e.g. July 1, 2019 to June 30, 2020;
 - 3. Report completed by, phone number and email address;
 - 4. Budget;
 - a. Direct mail and amount;
 - b. Internet and amount;
 - c. Social media and amount;
 - d. Outdoor advertising and amount;
 - e. Print and amount;
 - f. Radio and amount;
 - g. TV and amount;
 - h. Not categorized above and amount;
 - i. Total and amount.
 - 5. Marketing Strategy; and
 - a. Population name and Marketing Strategy.
 - 6. Media Summary (for each media type):
 - a. Media type and media. E.g. TV, radio, print, etc.;
 - b. Media outlet name and outlet name;
 - c. Summary of media and description of media. E.g. 30-second TV spot, size of print ad, number of impressions, bonus spots, etc.
- H. Include the following data elements in the Coordinator report:

1. Grantee name;
2. Reporting period. E.g. July 1, 2019 to June 30, 2020;
3. Report completed by, phone number and email address;
4. Immunization Coordinator and name;
5. Immunization Coordinator contact information and phone number and email address;
6. Hepatitis B Coordinator and name;
7. Hepatitis B Coordinator contact information and phone number and email address.

VII. RESPONSIBILITIES OF DHHS

DHHS agrees to:

- A. Provide technical assistance and consultation to the Grantee on: vaccine preventable disease, vaccine issues, school rule, Vaccine for Children Program, preparedness planning/implementation related to vaccine and distribution, and coalition/partnership development;
- B. Provide technical assistance and consultation to the Grantee on perinatal Hepatitis B prevention;
- C. Provide support services to the Grantee related to perinatal Hepatitis B including: laboratory report forms, payment for testing of perinatal-related Hepatitis B blood specimens submitted to the 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 Grantee as funding allows;
- E. Provide, support to the Grantee for immunization best practices as funding allows such as, Travax and refrigerators;
- F. Provide a report to the Grantee with the amount of all Federal funding and non-cash assistance provided by January 31 of each year.

VIII. OUTCOMES:

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



COMMISSION STAFF REPORT

MEETING DATE: May 21, 2024

ITEM TITLE, PRESENTER: Approval of the *San Juan County Health Department - COVID-19 Health Disparities and Advancing Health Equity Amendment 2*

RECOMMENDATION: Approval

SUMMARY

The general purpose of this contract is to understand and address health disparities related to COVID-19 among populations at high-risk and underserved, including racial and ethnic minority populations and rural communities. Also, to build capacity at the local health department to reduce health disparities and build capacity to address future public health emergencies.

This allows for the strengthening of a community health collaborative team and building on common ground across health-related, county, tribal, and state partners serving the San Juan County area.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

This is a no-cost extension of the original contract until 5/31/2026. The original contract allows for \$299,405.00 in reimbursed through federal funds, in accordance with the provisions of this contract, with no requirement of match from the county.



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

2221114

DHHS Log Number

222700144

State Contract Number

1. **CONTRACT NAME:** The name of this contract is San Juan County Health Department - COVID-19 Health Disparities and Advancing Health Equity Amendment 2.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DHHS) and San Juan County (CONTRACTOR).

PAYMENT ADDRESS

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

MAILING ADDRESS

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

Vendor ID: 06866HL

Commodity Code: 99999

3. **PURPOSE OF CONTRACT AMENDMENT:** To extend the current end date of the contract from 5/31/2024 to 5/31/2026.
4. **CHANGES TO CONTRACT:**
 1. The contract termination date is being changed. The original contract termination date was 5/31/2024. The contract period is being increased by 24 months. The new termination date is 5/31/2026.

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

5. **EFFECTIVE DATE OF AMENDMENT:** This amendment is effective 06/01/2024.
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 Associates Agreement currently in effect until 6/30/2028.

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.
-

Intentionally Left Blank

Contract with Utah Department of Health & Human Services and San Juan County, Log #
2221114

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____
Jamie Harvey
Commission Chair

Date

By: _____
Tracy S. Gruber
Executive Director, Department
of Health & Human Services

Date



COMMISSION STAFF REPORT

MEETING DATE: May 21, 2024

ITEM TITLE, PRESENTER: Approval of San Juan County Health Department Tobacco Contract FY21-FY25 Amendment 7

RECOMMENDATION: Approval

SUMMARY

The purpose of this funding is to prevent use of commercial tobacco and connect commercial tobacco users with evidence-based resources that help with cessation. Approved Tobacco Prevention and Control activities related to this grant include the following: Continuing education for staff, pilot projects, collaboration with priority populations, partnership organizations, tobacco retail permitting, compliance checks, retail education, retail inspection, community organization partnerships, youth groups, educating municipalities and retailers on age 21 laws, increasing use of Quit Services, partnerships, improving adherence to the Utah Indoor Clean Air Act, and media campaigns, and site visits, and program evaluation. Compliance checks have a specific line of funding within this grant.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

The Department of Health and Human Services will reimburse the County up to a maximum total of \$224,786.00 for expenditures in accordance with the funding categories described in this contract.

- \$15,500.00 is available from the Comprehensive Tobacco (CDC) Grant for July 1, 2024 – April 28, 2025 for the above Tobacco Prevention and Control activities.
- \$73,193.00 is available from the MSA Grant (6396) for the period of July 1, 2024 - June 30, 2025
- \$54,437.00 is available from the state funded Electronic Cigarette Substance and Nicotine Product Tax Restricted Account (6397) and shall be allocated in accordance with Utah Code 59-14-807(3)(a) for the period of July 1, 2024 - June 30, 2025.
- \$81,656.00 is available from the state funded Electronic Cigarette Substance and Nicotine Product Tax Restricted Account (6397) for the period of July 1, 2024 - June 30, 2025.



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

2120905

DHHS Log Number

212700217

State Contract Number

1. **CONTRACT NAME:** The name of this contract is San Juan County Health Department Tobacco Contract FY21-FY25 Amendment 7.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DHHS) and San Juan County (CONTRACTOR).

PAYMENT ADDRESS

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

MAILING ADDRESS

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

Vendor ID: 06866HL

Commodity Code: 99999

3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendment is to increase the funding amount, update the language in and replace Attachment "B" in exchange for continued services.
4. **CHANGES TO CONTRACT:**

1. The contract amount is being changed. The original amount was \$897,600.18. The funding amount will be increased by \$15,500.00 in federal funds. The funding amount will be increased by \$209,286.00 in state funds. New total funding is \$1,122,386.18.

2. Attachment "B" effective July 1, 2024 is replacing Attachment "B" which was effective July 2023. Throughout the document, "DHHS" replaces "Department" and "TPCP" and "Grantee" replaces "Sub-Recipient." The document title is changed. Article IX and X are deleted. Article "I" Definitions, Section A., is changed and Section E., L., and O., are deleted. Article "II" Payments, Sections A., B.1., and B.2., are changed. Article "III" Services is changed.

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0%

Add

Federal Program Name:	CDC-RFA-DP20-2001: National State Based Tobacco Control Program	Award Number:	5 NU58DP006806-05- 00
Name of Federal Awarding Agency:	Centers for Disease Control and	Federal Award Identification Number:	NU58DP006806

	Prevention (CDC)/ Agency for Toxic Substances and Disease Registry (ATSDR)		
Assistance Listing:	NATIONAL STATE TOBACCO CONTROL	Federal Award Date:	4/18/2024
Assistance Listing Number:	93.387	Funding Amount:	\$15500

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

5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 07/01/2024.
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 Associates Agreement currently in effect until 6/30/2028.
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.

Intentionally Left Blank

Contract with Utah Department of Health & Human Services and San Juan County, Log #
2120905

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____
Bruce Adams
County Commission Chair

Date

By: _____
Tracy S. Gruber
Executive Director, Department
of Health & Human Services

Date

Attachment B: Special Provisions
San Juan County Health Department FY21 – FY25 Amendment 7

I. DEFINITIONS

- A. “Qualtrics” means a web-based reporting tool used by the Parties to determine progress in achieving the responsibilities of this contract.
- B. “CDC” means the Center for Disease Control and Prevention.
- C. “CDC Funds” mean funding that is awarded to the Tobacco Prevention and Control Program from the Center for Disease Control and Prevention.
- D. “Compliance Checks” mean routine checks of retailers conducted by the GRANTEE where underage buyers attempt to purchase tobacco in circumstances that would violate applicable law.
- E. “FDA” means Food and Drug Administration.
- F. “HUD” means United States Department of Housing and Urban Development.
- G. “MSA Grant Funding” means funding allocated from the Master Settlement Agreement to the Tobacco Prevention and Control Program.
- H. “MUH” means multiunit housing.
- I. “QuickBase” means a web-based application tool used by local health departments to manage and report their tobacco retailer education and enforcement activities including underage sale investigations (compliance checks), combined retailer inspection requirement, and permit suspension/revocation data.
- J. “SDOH” means Social Determinants of Health.
- K. “Synar” means the Synar Amendment.
- L. “Tax Fund” means funding that is allocated to the Tobacco Prevention and Control Program from the State Tobacco Tax.
- M. “UICAA” means the Utah Indoor Clean Air Act.

II. PAYMENTS

- A. DHHS agrees to reimburse the GRANTEE up to a maximum total of \$224,786.00 for expenditures in accordance with the funding categories described in this contract. The amount reimbursed is based on the number of services provided by the GRANTEE as reported each month on the Monthly Expenditure Report submitted to the DHHS.
- B. The amounts listed below are the maximum amount the DHHS can reimburse the GRANTEE. Funds can only be expended as follows:
 - 1. \$15,500.00 is available from the Comprehensive Tobacco (CDC) Grant (6394) for the Period of Performance of July 1, 2024 – April 28, 2025.
 - a. Reimbursement shall be provided for expenditures directly related to activities set forth in Section III excluding direct service activities. Direct service activities include, but are not limited to, objectives identified in Section III as:
 - i. Compliance Checks;
 - ii. Tobacco Retail Permitting;
 - iii. Retail Inspection, E-cigarette Product, and Nicotine Product Inspections; and
 - iv. UICAA.
 - b. The GRANTEE shall not use funds to:
 - i. purchase tobacco prevention curriculum for K-12 schools;
 - ii. purchase vape detectors;
 - iii. conduct tobacco compliance check inspections;
 - iv. pay for Synar or FDA compliance monitoring;
 - v. pay for research;

- vi. provide clinical care except as allowed by law;
- vii. purchase furniture or equipment as a general rule. Any such proposed spending must be clearly identified in the budget;
- viii. provide direct tobacco use and dependence treatment services or other direct services other than those through evidence-based Quitline and quit support services;
- ix. purchase food whether for conferences or meetings; for meals, light refreshments or beverages; and
- x. pay for lobbying activities.
- c. The GRANTEE shall direct a minimum of 10% of the annual funding amount for the evaluation of services outlined in this contract.
- d. Closeout: GRANTEE must submit to the pass-through entity, no later than 90 calendar days after the end date of the period of performance, all financial, performance and other reports as required by the terms and conditions of the Federal award.
- 2. \$73,193.00 is available from the MSA Grant (6396) for the period of July 1, 2024 - June 30, 2025 and shall be allocated in accordance with the following:
 - a. Up to \$4,053.00 shall be reimbursed for Compliance Checks. The DHHS agrees to reimburse the GRANTEE \$96.50 per compliance check. The compliance checks will be completed consistent with the activity found in Section III; objective identified as Compliance Checks.
 - b. The remaining \$69,140.00 funds shall not be used for Compliance Checks but may be used for any of the remaining objectives described in Section III.
- 3. \$54,437.00 is available from the state funded Electronic Cigarette Substance and Nicotine Product Tax Restricted Account (6397) and shall be allocated in accordance with Utah Code 59-14-807(3)(a) for the period of July 1, 2024 - June 30, 2025. The GRANTEE shall use the money received in accordance with Utah Code 59-14-807 (4)(a) and Admin Rule R384-415 for enforcing:
 - a. The regulation provisions described in Section 26-57-103;
 - b. The labeling requirement described in Section 26-57-104; and
 - c. The penalty provisions described in Section 26-62-305.
- 4. \$81,656.00 is available from the state funded Electronic Cigarette Substance and Nicotine Product Tax Restricted Account (6397) for the period of July 1, 2024 - June 30, 2025 and shall be allocated in accordance with Subsection (3)(d) to issue grants under the Electronic Cigarette, Marijuana, and Other Drug Prevention Grant Program created in Utah Code 26A-1-129.

III. SERVICES

The GRANTEE shall participate in all the following activities in accordance with the funding provided as outlined in Section III.

Activity Title	Objective
Continuing Education	By June 30, 2025, 2 staff funded by tobacco will attend at least 1 workplan-related training per quarter.
Priority Populations	By June 30, 2025, implement and report on established plan to collaborate with identified priority population.
Outreach Partnerships	By June 30, 2025 provide supportive technical assistance related to tobacco prevention and/or cessation resources to 2 organizations.
Tobacco Retail Permitting	By June 30, 2025 ensure that 100% of retailers are permitted.

Compliance Checks	By June 30, 2025 2 tobacco compliance checks will be completed in each tobacco retail outlet.
Retail Education	By June 30, 2025 ensure that 100% of retailers are provided education materials.
Retail Inspection, E-cigarette Product, and Nicotine Product Inspections	By June 30, 2025 conduct combined inspections in 5 retailers.
CBO Partnership	By June 30, 2025 establish 1 partnership with a community based organization that works to provide school connectedness through culturally relevant programs that promote resilience and/or emotional well-being.
Behavioral Health	By June 30, 2025 collaborate with 1 behavioral health professional to screen for tobacco use and dependence (including e-cigarettes) and educate when interacting with youth and young adults.
Youth Groups	By June 30, 2025 support a local youth coalition in advocating for tobacco use prevention policies and programs.
Age 21 Law	By June 30, 2025 educate 2 municipalities and 100% retailers on the minimum age of 21 for the sale of tobacco products, electronic cigarette products and other nicotine products. By June 30, 2025 facilitate at least one formal or informal learning and/or relationship building opportunity (in person or virtual) with retailers, municipalities and/or community groups or agencies.
Quit Services	By June 30, 2025 increase Quit Line registered calls in local area from 2 during 7/2022-6/2023 to 3 and E-Coach registered members from 7 during 7/2022-6/2023 to 7.
Low Income Cessation Services	By June 30, 2025 work with 1 local service that is utilized by low-income individuals to promote tobacco cessation programs.
Low Income MUH policy	By June 30, 2025 provide resources, training & technical assistance to 1 low income MUH property to implement, improve and/or maintain comprehensive policies.
Worksite Policy	By June 30 2025 work with 1 worksite to implement, improve and/or maintain environmental and employee policies.
UICAA	By June 30, 2025 respond to 100% of UICAA complaints and provide education, signage, and materials as appropriate.

IV. REPORTS

- A. The GRANTEE shall report on the progress report measure for each of their work plan activities as listed in Section IV, in Qualtrics. Progress reports shall be submitted quarterly by the 15th of October, January, April, and July.
- B. The GRANTEE shall report tobacco retailer-related data as needed in QuickBase, a web-based application system.

V. DHHS PROGRAM ROLE

- A. DHHS through its Tobacco Prevention and Control Program agrees to:
 1. Provide written confirmation of receipt of reports within 10 working days;
 2. Provide written feedback on results/progress within 20 working days of receiving report;
 3. Provide training and technical assistance, as requested/needed; and
 4. Conduct one (1) site visit during the contract period at a mutually agreed upon time with a jointly developed agenda.

VI. MEDIA

- A. When the GRANTEE has a DHHS-approved media campaign in their jurisdiction, GRANTEE staff shall conduct that campaign according to the DHHS "Way To Quit Brand Guidelines."
 1. Media campaigns include Public Service Ad (PSAs) scripts, produced PSAs, websites specifically created and included in GRANTEE proposal for designated programming (not to include general GRANTEE websites), brochures, flyers, posters, advertisements, incentive items and other marketing materials as detailed in the approved plan.
- B. GRANTEE media campaign proposals must include campaign deadlines that are subject to approval by the appropriate DHHS program staff.

VII. ADMINISTRATIVE REQUIREMENTS

- A. GRANTEE staff shall:
 1. Participate in at least one (1) site visit with DHHS program staff;
 2. Attend at least one (1) workplan-related training per quarter;
 3. Collaborate and coordinate program evaluation with DHHS epidemiology staff and/or with DHHS'S external contracted evaluator;
 - a. DHHS epidemiology staff will be informed of tobacco-related evaluation projects and data collection efforts; and
 4. Separately track and report expenses for Compliance Checks, which includes Retailer Education as part of the annual enforcement budget.
 - a. Enforcement budget shall be submitted annually or as requested by DHHS.

VIII. OUTCOMES

The outcome of this contract is to support the overall comprehensive Tobacco Prevention and Control Program strategic plan to (1) prevent youth nicotine dependence, (2) reduce commercial tobacco product use, and (3) work with priority populations to reduce tobacco-related health disparities.

- A. The following long-term measures support the outcomes:
 1. Reduce the percentage of Utah high school students who use tobacco (including vaping) to 8%.
 2. Reduce the percentage of Utah young adults (18-24 years old) who vape to 15%.
 3. Reduce adult cigarette smoking in very high Health Improvement Index areas to 10%.
 4. Reduce the percentage of Utah adults on Medicaid who smoke to 18%.
 5. Reduce the percentage of Utah adults (with no health insurance) who smoke to 16%.
 6. Decrease the percentage of adult cigarette smoking (disparate populations) by 5% relative to baseline



COMMISSION STAFF REPORT

MEETING DATE: May 21, 2024

ITEM TITLE, PRESENTER: Approval of San Juan County Health Department Public Health Infrastructure - 2023 Amendment 2

RECOMMENDATION: Approval

SUMMARY

The purpose of this amendment is to include pertinent sections related to Strategy A3: Data Modernization. This includes adding funds, definitions, outcomes, outcome measurements, etc. It also includes an update of the department contact to reflect current staff.

The general purpose of this contract is to provide support for core infrastructure improvements that include the agency's foundational capabilities and workforce. The objectives are as follows:

Foundational Capabilities –

- Prioritize activities within their jurisdiction that lead to improved organizational systems and processes and foundational capabilities that allow for increased communication and coordination across cities, counties, tribes, academic/community organizations, and states.

Workforce Development (5 years) –

- Prioritize activities within their jurisdiction that lead to the key outcomes that include increased size and capabilities of the public health workforce when facing future emergencies and ongoing challenges; and
- Increase effectiveness of leadership and data science development training programs to address health disparities, and increased leadership and data science competency of emerging public health professionals representing communities in San Juan County as compared to baseline.

Data Modernization – A more modern and efficient data environment, increased data interoperability, and increased availability and use of public health data.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

The original amount was \$349,524.00. The funding amount will be increased by \$27,230.00 in federal funds. New total funding is \$376,754.00.

A1: Workforce Development \$328,129.00

A2: Foundational Capabilities \$42,790.00

A3: Data Modernization \$5,835.00



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

2302106

DHHS Log Number

232701308

State Contract Number

1. **CONTRACT NAME:** The name of this contract is San Juan Public Health Department – PH Infrastructure 2023 Amendment 2.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DHHS) and San Juan County (CONTRACTOR).

PAYMENT ADDRESS

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

MAILING ADDRESS

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

Vendor ID: 06866HL

Commodity Code: 99999

3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendment is to increase the contract amount and replace Attachment A: Scope of Work, in exchange for continued services.
4. **CHANGES TO CONTRACT:**

1. The contract amount is being changed. The original amount was \$343,689.00. The funding amount is being reduced by \$15,560.00. The new total funding is \$328,129.00.
2. The contract amount is being changed. The original amount was \$328,129.00. The funding amount will be increased by \$15,560.00 in federal funds. New total funding is \$343,689.00.
3. The contract amount is being changed. The original amount was \$343,689.00. The funding amount will be increased by \$5,835.00 in federal funds. New total funding is \$349,524.00.
4. The contract amount is being changed. The original amount was \$349,524.00. The funding amount will be increased by \$27,230.00 in federal funds. New total funding is \$376,754.00.
5. Attachment A: Scope of Work effective December 1, 2023, is replacing Attachment A: Scope of Work, which was effective November 2023. Changes made to Article VIII, Section A, Items 2 and 3.

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0%

Subtract

Federal Program Name:	Strengthening U.S. Public Health Infrastructure, Workforce, and Data	Award Number:	23NE11OE000088A2
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	Systems		
Name of Federal Awarding Agency:	Centers for Disease Control and Prevention	Federal Award Identification Number:	NE11OE000088
Assistance Listing:	CDC'S COLLABORATION WITH ACADEMIA TO STRENGTHEN PUBLIC HEALTH	Federal Award Date:	12/5/2023
Assistance Listing Number:	93.967	Funding Amount:	-\$15560.00

Add

Federal Program Name:	Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems	Award Number:	23NE11OE000088A2
Name of Federal Awarding Agency:	Centers for Disease Control and Prevention	Federal Award Identification Number:	NE11OE000088
Assistance Listing:	CDC'S COLLABORATION WITH ACADEMIA TO STRENGTHEN PUBLIC HEALTH	Federal Award Date:	12/5/2023
Assistance Listing Number:	93.967	Funding Amount:	\$15560.00

Add

Federal Program Name:	Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems	Award Number:	23NE11OE000088A3
Name of Federal Awarding Agency:	Centers for Disease Control and Prevention	Federal Award Identification Number:	NE11OE000088
Assistance Listing:	CDC'S COLLABORATION WITH ACADEMIA TO STRENGTHEN PUBLIC HEALTH	Federal Award Date:	5/30/2023
Assistance Listing Number:	93.967	Funding Amount:	\$5835.00

Add

Federal Program Name:	Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems	Award Number:	23NE11OE000088A2
Name of Federal Awarding Agency:	Centers for Disease Control and Prevention	Federal Award Identification Number:	NE11OE000088
Assistance Listing:	CDC'S COLLABORATION WITH ACADEMIA TO STRENGTHEN PUBLIC HEALTH	Federal Award Date:	12/5/2023
Assistance Listing Number:	93.967	Funding Amount:	\$27230.00

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

5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 12/01/2023.
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 Associates Agreement currently in effect until 6/30/2028.
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.

Intentionally Left Blank

Contract with Utah Department of Health & Human Services and San Juan County, Log #
2302106

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____
Bruce Adams Date
County Commission Chair

By: _____
Tracy S. Gruber Date
Executive Director, Department
of Health & Human Services

Attachment A: Scope of Work
 San Juan County Health Department - PH Infrastructure 2023 Amendment 2
 Effective Date: December 1, 2023

I. GENERAL PURPOSE

- A. The general purpose of this contract is to provide support for core infrastructure improvements that include, but are not limited to the agency's workforce, foundational capabilities, and data infrastructure.

II. DEFINITIONS

- A. "A1" means Component A: Strengthening public health infrastructure, under Strategy A1: Workforce, as outlined within the CDC's funding opportunity announcement, entitled, "Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems CDC-RFA-OE22-2203."
- B. "A2" means Component A: Strengthening public health infrastructure, under Strategy A2: Foundational Capabilities, as outlined within the CDC's funding opportunity announcement, entitled, "Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems CDC-RFA-OE22-2203."
- C. "A3" means Component A: Strengthening public health infrastructure, under Strategy A3: Data Modernization, as outlined within the CDC's funding opportunity announcement, entitled, "Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems CDC-RFA-OE22-2203."
- D. "CDC" means the Centers for Disease Control and Prevention.
- E. "Department" means Utah Department of Health and Human Services.
- F. "Subrecipient" means Contractor and legal name of the vendor as noted on Contract Page One.

III. PROGRAM CONTACT

- A. The Department encourages inquiries concerning this grant and special provisions, which should be directed to the following Department contacts:
1. For program management, contact:
 Jenny Starley, Workforce Development Coordinator
 Division of Population Health
 (385) 454-3134
 jstarley@utah.gov
 2. For general programmatic questions, contact:
 Elisabeth Litster, Contract/Grant Analyst
 Division of Population Health
 (385) 266-0510
 elitster@utah.gov
 3. For financial or budget assistance, contact:
 Jerry Edwards, Finance Manager
 Department of Health and Human Services Operations
 (801) 557-8260
 jedwards@utah.gov

IV. OUTCOMES

A. OUTCOMES

1. The desired outcome for Strategy A1: Workforce of this contract is a reinforced and expanded public health workforce through hiring, retaining, supporting, and training the workforce and by strengthening relevant workforce planning, systems, processes, and policies.
2. The desired outcome for Strategy A2: Foundational Capabilities of this contract is a strengthened public health infrastructure through improved systems, processes, and policies to ensure a strong core infrastructure needed to protect health and provide fair opportunities for all.
3. The desired outcome for Strategy A3: Data Modernization of this contract is a more modern and efficient data environment, increased data interoperability, and increased availability and use of public health data.

V. OUTCOME MEASUREMENTS

A. The outcome measurements for Strategy A1: Workforce include:

1. Number of diverse public health staff, disaggregated by the characteristics and demographics identified by the department and local health department that are reflective of the local population, hired as compared to annual baseline levels, set in January for each year of the contract.
2. Total size of the workforce, over time, by job type or classification, program area, and hiring mechanism or employment status based upon identified needs of the agency.

B. The outcome measurements for Strategy A2: Foundational Capabilities include:

1. Number of improved organizational systems and processes as compared to annual baseline levels, set in January for each year of the contract.
2. Self assessment score of public health foundational capabilities as compared to annual baseline levels, set in January for each year of the contract.

C. The outcome measurements for Strategy A3: Data Modernization include at least one of the following:

1. Self assessment of public health data infrastructure, data science, and informatics capabilities and capacities as compared to annual baseline levels, set in January for each year of the contract.
2. Self assessment score of capacity to quickly analyze, interpret, and act on data as compared to annual baseline levels, set in January for each year of the contract.

VI. OUTCOME REPORTING

A. The Department is federally required to reduce or eliminate the administrative requirements and reporting burden put upon local health departments supporting

grant activities, and the Department cannot request or require additional programmatic reports, work plans, or expenditure information from local health departments beyond what is required by the grant, unless otherwise required by law. Therefore, the outcome reporting for Strategy A1: Workforce, Strategy A2: Foundational Capabilities, and Strategy A3: Data Modernization include:

1. Quantitative Reporting
 - a. The Subrecipient shall report the outcome measurements listed in Section V. to the Department at a frequency and format as determined by the CDC; and
2. Qualitative Reporting
 - a. The Subrecipient shall provide a qualitative summary of successes and challenges to the Department at regularly attended meetings, which may include governance, local health officer committee, and public health coordination meetings.

VII. RESPONSIBILITIES OF SUBRECIPIENT

- A. For A1, Subrecipient will utilize funds according to CDC guidance provided in related document Foa_Content_of_CDC-RFA-OE22-2203 (9).pdf (see Part II. A. 2. ii. on page 6), which can be found at <https://www.grants.gov/web/grants/view-opportunity.html?oppId=340034>, to:
 1. Prioritize activities within their jurisdiction that lead to the key outcomes that include increased hiring of diverse staff and increased size and capabilities of the public health workforce with improved wages and protections; and
 2. Increase effectiveness of leadership and data science development training programs to address health disparities and advance health equity, and increased leadership and data science competency of diverse and representative emerging public health professionals as compared to annual baseline levels, set in January for each year of the contract.
- B. For A2, Subrecipient will utilize funds according to CDC guidance provided in related document Foa_Content_of_CDC-RFA-OE22-2203 (9).pdf (see Part II. A. 2. ii. on page 6), which can be found at <https://www.grants.gov/web/grants/view-opportunity.html?oppId=340034>, to prioritize activities within their jurisdiction that lead to improved organizational systems and processes and evidence of stronger public health foundational capabilities.
- C. If an activity is not clearly aligned with guidance, Subrecipient shall inquire of Department prior to initiating activity to ensure activity meets requirements of guidance.
- D. Subrecipient shall provide a point of contact.

VIII. FUNDING

- A. Total funding is \$376,754.00.
 1. \$328,129.00 for A1 for the period January 15, 2023 to November 30, 2027.
 2. \$42,790.00 for A2.

- a. \$15,560.00 in Expanded Authority for A2 for the period December 1, 2023 to November 30, 2024.
 - b. \$27,230.00 for A2 for the period December 1, 2023 to November 30, 2024. These funds shall not be used until prior awarded funds are exhausted.
 - 3. \$5,835.00 for A3.
 - a. \$5,835.00 in Expanded Authority for A3 for the period of December 1, 2023 to November 30, 2024.
 - i. Expanded Authority funds shall be depleted prior to the use of new funds.
- 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 performance of this contract.
 - 1. Cost Reimbursement – Budget

<u>Description</u>	<u>Amount</u>
A1: Workforce Development	\$328,129.00
A2: Foundational Capabilities	\$42,790.00
A3: Data Modernization	\$5,835.00
- C. The Federal funds provided under this agreement are from the Federal Program and award as recorded on the contract pages of this Contract.
- D. Pass-Through Agency: Utah Department of Health and Human Services.
- E. Number assigned by the Pass-through Agency: State Contact Number, as recorded on the contract pages of this Contract.
- F. All future year funding will be based on CDC satisfactory programmatic progress and the availability of funds.

IX. INVOICING

- A. In addition to the Utah Department of Health and Human Services General Provisions of the contract the Subrecipient shall report the amount of funds utilized to the Department each month in the Monthly Expenditure Report and include one line for each funding source in the report; and
 - 1. A1 - PH Infrastructure
 - 2. A2 - PH Infrastructure
 - 3. A3 - PH Infrastructure
- B. In addition to the Utah Department of Health and Human Services General Provisions of the contract the Subrecipient shall submit the July invoice no later than August 15 of each year.

X. REPORTING

- A. The Subrecipient shall provide a summary of successes and challenges at meetings, which may include; governance, local health officer committee, and public health coordination meetings according to agreed upon timelines with the Department;
- B. The Subrecipient shall provide input when requests from the Department are made to ensure accountability of outcomes when public health system/statewide reporting is required by the CDC according to agreed upon timelines with the Department; and

- C. The Subrecipient shall provide an estimated number of staff hired through this grant to contribute to an annual statewide progress report, as required by the CDC according to agreed upon timelines with the Department.

XI. AMENDMENTS AND TERMINATION

- A. If the Contract is not amended to add funds, the Contract shall terminate as of November 30, 2027.

XII. FUNDING REQUIREMENTS

- A. Funding restrictions to consider while planning and budgeting are provided below, as provided by the CDC. Funds may not be used for:
 1. Research;
 2. Clinical care except as allowed by law;
 3. Funds may be used for reasonable program purposes, including personnel, travel, supplies, and services;
 4. Generally, funds may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget;
 5. Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient; and
 6. 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;
 - 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 (see: <https://www.cdc.gov/grants/additional-requirements/ar-12.html>) for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients (see: http://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf).

XIII. REQUIRED DISCLOSURES

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75. 113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Ackeem Evans, Grants Management Officer/Specialist
Centers for Disease Control and Prevention
Branch 6
2939 Brandywine Rd,
Atlanta, GA 30341
Email: gtq4@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC, 20201
Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGrantDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.971. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U. S. C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance accessible through SAM (currently FAPIIS) (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

AMENDMENT NO. 1 TO THE STANDARD SERVICE PROVIDER CONTRACT FOR INFORMATION SYSTEMS SUPPORT BETWEEN SAN JUAN COUNTY UTAH AND TECSERV, INC.

This Amendment No. 1 to the Contract for Information Systems Support with TecServ, Inc (“Amendment No. 1”) is made and entered into by and between San Juan County (“County”) and TecServ, Inc (“Service Provider”), identified in this Amendment individually as a “Party” and collectively as “Parties”.

RECITALS

This Amendment No. 1 is made and entered into by and between the Parties based, in part, upon the following recitals:

- A. The Parties previously entered into a Standard Service Provider Contract, dated December 6, 2022, (the “Agreement”); and
- B. The Parties, through this Amendment No. 1, desire to modify certain terms and/or provisions of the Agreement.

Now, based upon the foregoing, and in consideration of the terms set forth in this Amendment No. 1, the Parties do hereby agree as follows:

1. **SECTION THREE: Effectiveness, Date and Termination.** This Contract will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party’s signature). This contract will terminate on June 30, 2025 at 11:50 p.m. Renewal of the contract is allowed for an additional 6-months, if needed to complete projects, or if additional work is needed which in both cases requires and appropriate amendment authorizing a continuation of services.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives on the dates indicated below.

SAN JUAN COUNTY

By: _____
 Jamie Harvey, Chair
 Board of San Juan County Commissioners

Date: _____

ATTEST:

 Lyman Duncan, San Juan County
 Clerk/Auditor
 Date: _____

TECSERV INC.

By: _____

Printed Name: _____

Title: _____

Date: _____

**SAN JUAN COUNTY
ORDINANCE #2024 -05**

**AN ORDINANCE ESTABLISHING THE SAN JUAN COUNTY ADDRESSING POLICY AND
STANDARDS FOR ADDRESSING THE COUNTY**

1: PURPOSE

To be a foundation for a uniform San Juan County property identification system. Such uniformity will be developed and applied to street names, numbers, and structures - and establish property identification for providers of public and emergency services. The procedures listed herein shall apply to all streets, street identification signs, address numbers, structures, and public/private property existing within the unincorporated regions of San Juan County as well as contract entities/municipalities at the time of adoption of the ordinance codified in this document, as well as those created or constructed at a later time.

2: DEFINITIONS

As used in this chapter:

ADDRESS (situs address, full address, physical address): Unique alphanumeric descriptor that identifies the property location of a parcel of land, a building, or other structure on the address grid system.

ADDRESS FORMAT: Order of assemblage and structure of the five standardized components (address number, directional, street name or number, street type, substructure suffix) used in the legal situs address.

ADDRESS GRID SYSTEM/REGIONAL ADDRESS GRID: Coordinate system that has evolved and developed for identifying address and street locations for a specific municipality or area.

ADDRESS NUMBER (HOUSE NUMBER): Component of the legal situs address that is numerically sequenced and assigned to a structure or parcel along a street according to its relative distance perpendicular to the Baseline or Meridian axis of a regional address grid.

ADDRESSING AGENCY: Authoritative division of county government responsible for regional addressing services. It also serves as a resource for fostering collaborative relationships between San Juan County, incorporated cities, and public and emergency services.

ADDRESSING AUTHORITY: The addressing agency or the entity that the addressing agency contracts with to provide addressing services to any municipality or unincorporated region of the county.

ADDRESSING SERVICES: Services including the naming and numbering of streets, courts, parks, thoroughfares, and other public places; residential and commercial structures and buildings and structures of all types; and vacant lots and other spaces within the unincorporated county or in contracted municipalities and further includes maintaining the county's official countywide validated addresses and the county's official street file.

ADDRESSING STANDARDS AND DEFINITIONS POLICY: Established regulations and guidelines, as revised from time to time, that define specific procedures for the design and designation of address numbers on all houses and buildings, including occupancy units therein, as well as the design of names and numbers for streets both public and private including standards for street intersection markers (signs).

BASELINE STREET: East and West directional street (ex: Center Street in Monticello) that intersects with the Meridian street (ex: Main Street in Monticello) to benchmark the permanent origin of a regional address grid and

provide a datum point from which the coordinates of all other streets and legal situs addresses are calculated (see MERIDIAN STREET).

CONTRACT ENTITY: Governmental entity other than a municipality within San Juan County that has entered into an agreement with the addressing agency for addressing services.

CONTRACT MUNICIPALITY: Municipality within San Juan County that has entered into an agreement with the addressing agency for addressing services.

DIRECTIONAL: Compass direction of the legal situs address that references the regional address grid and the direction in which the address numbers are measured along the roadway of both public and private streets. Directional may be prefixes, coming after the address number and before the street name, or suffixes, coming after the street type.

DOCUMENTED DATA: Affidavit, ordinance, resolution, or subdivision plat recorded in the San Juan County Recorder's Office, assigning an address, coordinate, or street name provided by an addressing authority.

INTERSECTION: Point on a regional address grid that identifies the physical location where two or more streets cross.

MERIDIAN STREET: North and South directional street (ex: Main Street in Monticello) that benchmarks the permanent origin of a regional address grid and provides a datum point from which the coordinates of all other streets and legal situs addresses are calculated (see BASELINE STREET).

OFFICIAL STREET AND ADDRESS FILES: Computer files and associated maps adopted by the county, including the general plans of the county.

PLAT, FINAL: Map or chart of a subdivision, PUD, condominium, or other proposed development that has been accurately sited or surveyed and located on the ground so that streets, alleys, blocks, lots, and other divisions thereof can be identified - to be recorded with the County Recorder upon approval by the Board of San Juan County Commissioners

RIGHTS-OF-WAY, PRIVATE: Streets that are retained and maintained under the ownership of private individuals intended and may be intended for both private and public use.

RIGHTS-OF-WAY, PUBLIC: Streets dedicated for perpetual public use and are administered by the governing entities in which they are located.

STREET: Any rights-of-way, under public or private ownership for public use, designed for the travel of motorized vehicles to enter and exit through passage and to include the ways used for internal circulation of traffic.

STREET NAME: Alphabetic name assigned, not including the street type designator, to identify both public and private streets and is one of the primary components of a legal situs address.

STREET NUMBER: Name of a street designated with numerals according to its numerical position on a regional address grid relative to the Baseline or Meridian axis streets.

STREET TYPE: Standardized identification descriptor that corresponds to physical and functional characteristics of a street (i.e., "Avenue," "Bay," "Boulevard," "Circle," "Court," "Cove," "Drive," "Expressway," "Lane," "Parkway," "Place," "Road," "Row," "Spur," "Street," and "Way")

SUBDIVISION: Division of a tract or lot or parcel of land into two or more lots, plots, sites, or other divisions of land for the purpose - whether immediate or future - of sale or building development or redevelopment and a plat has theretofore been recorded in the office of the county recorder under a unique name to identify one subdivision

from another. In the context of property identification, "subdivision name" may also be used to identify other conditional use or project names.

SUB-STRUCTURE SUFFIX: Component of a legal situs address not present in all addresses that is used to identify a one-to-one correspondence between a building and high-density occupancy structures within the building such as suites, rooms, apartments, and condominium units. A sub-structure suffix component must contain both a “#” symbol and a unit number (104, C, 104C)

3: DUTIES OF ADDRESSING AGENCY AND ADDRESSING AUTHORITY

- A. It shall be the duty of the addressing agency to establish an addressing standards and definitions policy for the County.
- B. The addressing agency shall have a duty to offer addressing guidance, as requested, from incorporated cities. They must also approve alphabetical street names and create and maintain address point data for the whole county by creating a positive relationship with the cities in San Juan County. The agency is responsible for maintaining address points through data documented and/or validated by the incorporated cities, including creating new addresses, updating existing addresses, and making changes to data associated with individual addresses.
- C. It shall be the duty of the addressing authority to name and number all streets, to designate numbers for houses or buildings fronting upon all such streets, to certify addresses in accordance with the addressing standards and definitions policy, and to enforce the provisions of this chapter, for the unincorporated area of the county as well as contract municipalities. The addressing authority shall inform the county addressing agency before making addressing changes in the unincorporated county.
- D. The addressing agency shall establish and make changes as necessary to the Baseline/Meridian streets and boundaries for the individual regions that make up the regional grid system.

4: NAMES OF STREETS DESIGNATED IN THE OFFICIAL STREET AND ADDRESS FILES

All streets, whether public or private, shall be known by the names by which they are so designated in the official street and address files of the addressing agency, with such additions, changes, and corrections of the names as shall from time to time be placed in the official files by ordinance.

5: SYSTEM OF NUMBERING

The addressing authority in numbering the houses or buildings upon the streets of unincorporated San Juan County or contract municipalities shall adhere to the following address format:

- A. The initial point of intersection in any regional address grid shall be the junction of a Baseline Street and Meridian Street axis, and the numbering shall extend thence east, west, north, and south; the even numbers always on the right and odd numbers on the left, looking away from the initial point.
- B. Each property identification number must contain:
 1. An “address number” component that is numerically sequenced and assigned to a structure or parcel along a street according to its relative distance perpendicular to a Baseline or Meridian axis of a regional address grid.
 2. A “direction component” referencing the regional address grid quadrant and the compass direction in which the address numbers run shall be required whenever a street number is used in an address, abbreviated with the single letter equivalent for its compass direction. (N, S, E, or W)
 - i. A prefix directional component is not required on streets with an alphabetic name in instances where the direction of travel away from the initial point of intersection is deemed by the addressing agency to be too inconsistent or would otherwise be confusing to assign as a singular compass direction. However, in any regional address grid, a directional component should be included in the official street and address files, regardless of whether or not the directional is used as part of an assigned address.
 - ii. A suffix directional component is an optional component to be included after the street type that indicates the compass direction taken by the thoroughfare from an arbitrary starting point - or the sector where it is located.

3. A “street name component” consisting of either an alphabetic name or a number name, but not both is assigned to both public and private rights-of-way for locating purposes.
 - i. Alphabetically Named Streets
 - a. Alphabetic names should only contain letters of the alphabet, without special characters, numerical characters, or hyphens as part of their name.
 - b. Words that serve as a street type shall not be allowed to serve as street names or parts of street names. Refer to STREET TYPE under section 2 of this chapter for a list of street types.
 - c. Alphabetic street names should never be abbreviated.
 - d. Street names shall not be duplicated by exact name, exact sound, similar name, or similar sound with any other existing or proposed street names within a regional addressing grid or singular zip code.
 - e. Street names with unconventional spelling, difficult spelling, or any combination of the two shall not be used, preferring commonly accepted spellings on all street names instead.
 - f. A compass directional shall not be used as, or as part of, any street name.
 - g. No street name shall exceed the number of characters that can comfortably fit on a street sign. Generally no more than two words not exceeding 13 characters including spaces but not including the street type.
 - ii. Numbered Streets
 - a. Numerically designated based on their location within the regional address grid relative to either the Baseline or Meridian axis streets.
 - b. Street numbers shall never contain alphanumeric characters.
 - c. A directional component is required for all addresses containing a street number to correspond with its orientation on the grid.
 4. A “street type component” that modifies the name to distinguish specific locational, functional, and physical characteristics of the street to which an address is assigned. Refer to the San Juan County Addressing Policy for a list of street type definitions. Street types should be abbreviated following the USPS street type standards.
- C. A property identification number may also contain one or more of the following:
1. A “unit locator component” is a component used to identify a one-to-one correspondence between a building and high-density occupancy structures within the building, such as suites, rooms, apartments, and condominium units. This code is always preceded with a “#” sign instead of using the word suite, unit, apt., or any other identifier when issued in standardized address format.
 2. A “plus code component” is an alphanumeric component most commonly in the form XXXX+XX based on latitude and longitude to completely remove uncertainty as to the location of a parcel or structure, typically included in areas of remote development from which locating an address may not be clear using ordinary methods.

6: DISPLAY OF PROPERTY IDENTIFICATION NUMBER

When a property identification number has been designated by the addressing authority, the owner or occupant of such house or building shall cause a painted, carved, or cast duplicate of such number at least three inches in height and varying in size according to the setback distance of the structure, and of a shade contrasting with the background upon which the number is mounted, to be located on the structure as provided in this chapter. Such number(s) shall be block numerals (not script) and shall be located in a conspicuous position upon the portion of such structure which faces the street. If such structure is concealed from the street upon which it is located, the owner or occupant shall cause an additional duplicate of such number at a location visible from the street indicating the true location of the structure. The property identification number shall be mounted in a permanent, stationary, and durable manner - unobstructed at all times by vines, screens, or anything that would tend to hide or obscure the number, and at a sufficient height that the number will be clearly perceptible with the unaided eye from the centerline of the street upon which the structure is located.

7: PROPERTY IDENTIFICATION APPROVAL IS REQUIRED FOR FINAL PLAT APPROVAL

Property identification approval must be given by the addressing authority prior to final approval of a subdivision. The property identification approval must appear on the final plat of a subdivision, PUD, condominium, or other

proposed development prior to final approval and upon amendment. The developer shall pay for and arrange to manufacture and install all street identification signs as required by the addressing authority.

8: STREET IDENTIFICATION CHANGE

- A. Upon application from seventy-five percent of the owners of structures located upon a street for a change in street name identification, and upon payment of a fee set by the addressing agency and approved by the board of county commissioners, the addressing agency may grant a street name change. If the request is granted, the applicant shall pay the cost of changing signage. The addressing agency shall change the official street file.
- B. If, in the opinion of the addressing agency, the requested change of street name serves a legitimate public interest, the addressing agency may waive payment of the fee.

9: STREET IDENTIFICATION CHANGE ORIGINATED BY THE COUNTY, CONTRACT ENTITY, CONTRACT MUNICIPALITY, OR ADDRESSING AUTHORITY

- A. The county, contract entity, contract municipality, or addressing authority may initiate a street name change when doing so would be in the public interest.
 - 1. The addressing authority shall notify all owners of properties that have structures on the street proposed for a name change, by mailing to the county-recorded property owner address.
 - 2. If the property owners who own lots with structures on a street proposed for a name change desire to participate in renaming the street, they may sign a petition agreeing and proposing a new street name. The new name petition must contain at least seventy-five percent of the signatures of recorded property owners with structures and must be completed within thirty days after notification of the proposed name change by the addressing authority.
 - 3. If property owners do not provide a petition agreeing on a new street name, the name change shall be based on the recommendation from the addressing authority to the addressing agency.
- B. The addressing authority will recommend a proposed street name change to the addressing agency. The addressing agency will approve any street name change by communicating the approval, in writing, to the addressing authority. The payment of a fee may be waived by the addressing agency when a name change is based on public safety reasons.
- C. The addressing authority will record the appropriate documentation to officially change a street name after approval of the change has been given in writing by the addressing agency. The addressing authority shall notify the United States Postal Service, the relevant emergency communications center(s), and other appropriate government and public safety agencies of the name change. After recordation, the addressing agency shall change the original street file.

10: ADDRESS CHANGE ORIGINATED BY THE COUNTY, CONTRACT ENTITY, CONTRACT MUNICIPALITY, OR ADDRESSING AUTHORITY

- A. In the interest of public safety, the county, contract entity, contract municipality, or addressing authority may direct the change of an address. Address changes may be made only after providing written notification to the property owners whose address is proposed for change, mailed to the county's recorded address.
- B. A letter will be sent informing the property owner of the proposed address change and requesting that the owner contact the addressing authority to discuss the proposed change. The addressing authority will provide a reasonable time, not to exceed one month, and make appropriate efforts to contact and discuss the proposed address change with the property owner.
- C. A final letter notifying the property owner of the address change will be sent, by registered mail, to the owner's county-recorded address and shall include a copy of the recorded address change affidavit.
- D. The addressing authority will record the appropriate documentation to officially change an address. The addressing authority shall notify the United States Postal Service, the relevant emergency communications center(s), and other appropriate government and public safety agencies of the address change.

11: SYSTEM OF STREET IDENTIFICATION SIGNS

It shall be the duty of the addressing agency to establish a uniform system for street identification signs.

12: STREET IDENTIFICATION SIGNS

Street identification signs, approved by the addressing authority, shall be paid for and installed by the developer or property owner with installation at the intersections of all streets and highways and at such other locations as may be determined to be necessary by the addressing authority.

13: STREET SIGNS—COMPLIANCE

It is unlawful to erect or maintain any street identification sign which has not been approved by the addressing authority.

14: STREET SIGNS—REQUIREMENTS

All street signs shall be constructed and installed in accordance with the specifications on file with the addressing agency.

PASSED AND ADOPTED by action of the Board of San Juan County Commissioners for San Juan County in an open meeting this 21st day of May 2024.

Voting Aye: _____ Voting Nay: __

SAN JUAN COUNTY BOARD OF COMMISSIONERS

Lyman Duncan, Clerk/Auditor

Jamie Harvey, Chair

1: PURPOSE

This policy's purpose is to develop, adopt, and implement definitions and standards in the numbering and terminology of addressing streets and properties within San Juan County in a logical and consistent manner.

2: DEFINITIONS

As used in this policy:

"Address (situs address, full address, physical address)" means a unique alphanumeric descriptor that identifies the property location of a parcel of land, a building, or other structure on the address grid system.

"Address certificate" is the official document, including a certificate number and the registration of a legal situs address, issued to the owner or resident for their parcel, building, or other structure.

"Address format" means the order of assemblage and structure of the five standardized components (address number, directional, street name or number, street type, substructure suffix) used in the legal situs address.

"Address Grid System/Regional Addressing Grid" means the coordinate system that has evolved and developed for identifying address and street locations for a specific municipality or area.

"Addressing services" means services including the naming and numbering of streets, courts, parks, thoroughfares, and other public places; residential and commercial structures and buildings and structures of all types; and vacant lots and other spaces within the unincorporated county or in contracted municipalities and further includes maintaining the county's official countywide validated addresses and the county's official street file.

"Baseline street" means the east and west directional street (ex: Center Street in Monticello) that intersects with the meridian street (ex: Main Street in Monticello) to benchmark the permanent origin of a regional address grid and provide a datum point from which the coordinates of all other streets and legal situs addresses are calculated (see "meridian street").

"Collector street" means a street that carries traffic from minor streets to the major street system, including the principal entrance streets of residence development and the primary circulating streets within such a development.

"Common name duplication" means duplications of identical names on two or more streets, but with different street type designators - not to include valid subsidiary duplications (ex: Ponderosa Ln and Ponderosa Dr).

"Continuity" means the identification characteristics of a street that are maintained uniformly along its entire length, including the street name or number.

"Critical duplications" are duplications of identical names and street-type designations on two or more streets that may or may not have overlapping frontage number ranges regardless of the direction of either the street or the frontage numbers.

"Cul-de-sac street" means a minor street having one open end and being permanently terminated at the other end by a vehicular turnaround.

"Dead end street" means a street that may or may not be permanently terminated, does not provide access to any other rights-of-way, and must be entered and exited from the same point.

“Diagonal street” means a street that has its bearing at an oblique angle to the established direction of the Regional Addressing Grid and which has intersection coordinates that shift more than five numbers along its entire length.

“Directional” means the compass direction of the legal situs address that references the regional addressing grid and the direction in which the frontage numbers are measured along the roadway of both public and private streets. When a street number is used in the address instead of an alphabetic name, a directional is also used to designate its direction. A directional is always abbreviated with the first letter of its compass direction in standardized address format.

“Final plat” means a map or chart of a subdivision, PUD, condominium, or other proposed development that has been accurately surveyed, and such survey marked on the ground so that streets, alleys, blocks, lots, and other divisions can be identified.

“Frontage number” means the prefix component of the legal situs address that is numerically sequenced and assigned to a structure or parcel along a street according to its relative distance from the intersection of the baseline street and meridian street, perpendicular to the Baseline or Meridian axes of a Regional Addressing Grid.

“Frontage scales” means the system of measuring frontage numbers along streets according to a ratio of numbers per rod or half-mile distance (ex: 400 numbers/2640 feet or two numbers/rod). Application of the different frontage scales allows elongation or compression adjustments to smooth a Regional Addressing Grid.

“Highway” means a state or federally-designated street for the conveyance of high-volume vehicle traffic.

“Intermittent street name duplications” means duplications of identical names and type designators on streets that end and then resume at a further point where they overcome barriers such as rivers, canals, railroad tracks, or undeveloped voids.

“Intersection” means the point on a Regional Grid System that identifies a location where two or more streets cross one another.

“Mall” means an architecturally unified group of commercial establishments built on a site that is planned, developed, owned, and managed as an operating unit and requires property identification according to sub-structure addressing procedures. The term “Mall” may be substituted for the street type in the address format.

“Major street or major collector street” A street, existing or proposed, which serves or is intended to serve as a major traffic way and which is designated by the addressing agency as a controlled-access highway, major street, or parkway or other equivalent terms suitable to identify streets comprising the basic structure of the regional grid system.

“Marginal access street” means a minor street that is parallel to and adjacent to a major street and which provides access to abutting properties and protection from through traffic.

“Meridian street” means the north and south directional street (ex: Main Street in Monticello) that benchmarks the permanent origin of a Regional Addressing Grid and provides a datum point from which the coordinates of all other streets and legal situs addresses are calculated (see “Baseline Street”).

“Minor street” means a street, existing or proposed, which is supplementary to a collector or major street and of limited continuity, which serves or is intended to serve the local needs of a neighborhood.

“Numerical freedom” means the range of possible numbers that comprise the interval between frontage numbers for a given frontage scale and which may be used to interpolate and assign additional frontage numbers for high-density development.

“Numerical street name” means the assignment of an alphabetic name with a numeric value to a street (ex: Second Ave, First St).

“Official (street) map” means any map adopted by a municipality or San Juan County under the provisions of state law - to include Master Street Plans labeled “Master Street Plan” of the local governments in the county, including maps and reports or both, which have been approved by the respective municipal and county planning commissions as required by law.

“Parcel of land” means a quantity of land in the possession of, owned by, or recorded as the property of the same claimant or person.

“Phonetic name duplication” means the duplication of street names that have similar or identical pronunciations, but are spelled differently (ex: Pearson Ln and Pehrson Ln).

“Private rights-of-way” means streets that are retained and maintained under the ownership of private individuals and may be intended for both private and public use.

“Public rights-of-way” means streets that are dedicated for perpetual public use and are administered and maintained by the governing entities in which they are located.

“Square” means an architecturally unified group of commercial establishments in multiple structures built on a common site that is planned, developed, owned, and managed as an operating unit. The term “Square” may be abbreviated and substituted with a street type in the address format with further identification according to sub-structure addressing procedures.

“Subdivision” means any land that is divided, re-subdivided, or proposed to be divided into two or more lots, parcels, sites, units, plots, or other division of land for the purpose - whether immediate or future - for offer, sale, lease or development as recorded in the office of the county recorder under a unique name to identify one subdivision from another.

“Subsidiary street name duplication” means a street name given to a dead end or cul-de-sac street that duplicates the name of a parent street to which it intersects, and is valid when only one subsidiary name is used and when it intersects relatively perpendicular to the parent street and does not have frontage numbers in the same range or direction as those along the entire length of the parent street (ex: Tangren Dr and Tangren Cir).

“Sub-parcel identification” means a location address descriptor that establishes a one-to-one correspondence for addressing multiple structures on a single parcel of land under the same or separate ownership.

“Sub-structure suffix” means the last component of a legal situs address which is an alphabetical or numeric code beginning with the pound symbol (#) used to identify a one-to-one correspondence between a building and high-density occupancy structures within the building - such as suites, rooms, apartments, and condominium units.

“Street” means any rights-of-way, under public or private ownership, for public use, designed for the travel of motorized vehicles to enter and exit through passage, and to include the ways used for internal traffic circulation in planned unit developments.

“Street name” means the alphabetic name assigned, not including the street type designator, to identify both public and private streets that are on a Regional Addressing Grid - and is one of the primary components of a legal situs address.

“Street number” means the name of a street designated with numerals according to its numerical position on a Regional Addressing Grid relative to the baseline or meridian axis streets.

“Street type” means a standardized identification descriptor that corresponds to the physical and functional characteristics of a street (ex: Avenue, Bay, Boulevard, Circle, Court, Cove, Drive, Expressway, Lane, Parkway, Place, Road, Row, Spur, Street, and Way).

3. DUTIES OF ADDRESSING AGENCY: OVERALL AND CONTRACT MUNICIPALITIES

- A. It shall be the duty of the addressing agency to establish and maintain an addressing standards and definitions policy for the county.
- B. The addressing agency shall have a duty to offer addressing guidance, as requested, from incorporated cities. They must also approve alphabetical street names and create and maintain address point data for the whole county by creating a positive relationship with the cities in San Juan County. The agency is responsible for maintaining address points through data documented and/or validated by the incorporated cities, including creating new addresses, updating existing addresses, and making changes to data associated with individual addresses.
- C. It shall be the duty of the addressing authority to name and number all streets, to designate numbers for houses or buildings fronting upon all such streets, to certify addresses in accordance with the addressing standards and definitions policy, and to enforce the provisions of this chapter, for the unincorporated area of the county as well as contract entities. The addressing authority shall inform the county addressing agency before making addressing changes in the unincorporated county.

4. NAMES OF STREETS DESIGNATED IN THE OFFICIAL STREET AND ADDRESS FILES

All streets, whether public or private, shall be known by the names by which they are so designated in the official street and address files of the addressing agency, with such additions, changes, and corrections of the names as shall from time to time be placed in the official files by ordinance.

5. SYSTEM OF NUMBERING

The addressing authority, in numbering the houses or buildings upon the streets of unincorporated San Juan County or contract municipalities, shall adhere to the following address format:

- A. The initial point of intersection in a regional grid system shall be the junction of a Baseline Street and Meridian Street axis, and the numbering shall extend thence east, west, north, and south; the even numbers always on the right and odd numbers on the left, looking away from the initial point.
- B. Each property identification number must contain:
 - 1. An “address number component” that is numerically sequenced and assigned to a structure or parcel along a street according to its relative distance perpendicular to the Baseline or Meridian axis of a regional addressing grid.
 - 2. A “directional component” referencing the regional grid quadrant and the compass direction in which the address numbers run, shall be used whenever a street number is used in an address, abbreviated with the single letter equivalent for its compass direction (N, E, S, or W)
 - i. A prefix directional component is not required on streets with an alphabetic name in instances where the direction of travel away from the initial point of intersection is deemed by the addressing agency to be too inconsistent or would otherwise be confusing to assign as a singular compass direction. However, in an address grid system, a directional component should be included in the official street and address files, regardless of whether or not the directional is used as part of an assigned address.
 - ii. A suffix directional component is an optional component to be included after the street type and indicates the compass direction taken by the thoroughfare from an arbitrary starting point or the sector where it is located.

3. A “street name component” consisting of either an alphabetic name or a number name, but not both, is assigned to both public and private rights-of-way for locating purposes.
- i. Alphabetically Named Streets
 - a. Alphabetic names should only contain letters of the alphabet, without special characters, numerical characters, or hyphens as part of their name.
 - b. Words included on the street type list shown in this policy shall not be allowed to serve as street names or parts of street names.
 - c. Alphabetic street names should never be abbreviated.
 - d. Street names shall not be duplicated by exact name, exact sound, similar name, or similar sound with any other existing or proposed street names within a regional addressing grid or singular zip code..
 - e. Street names with unconventional spelling and/or difficult spelling shall not be used, preferring instead commonly accepted spellings on all street names.
 - f. A compass directional shall not be used as, or as part of, any street name.
 - g. No street name shall exceed the number of characters that can comfortably fit on a street sign. Generally no more than two words not exceeding 13 characters including spaces but not including the street type.
 - ii. Numbered Streets
 - a. Numerically designated based on their location within the regional grid relative to either the Baseline or Meridian axis streets.
 - b. Street numbers shall never contain alphanumeric characters.
 - c. A directional component is required as part of all addresses containing a street number to correspond with its orientation on the grid.
4. A “street type component” that modifies the name to distinguish specific locational, functional, and physical characteristics of the street to which the address is assigned. Definitions for the street types in the list found below can be found in a later section of this policy. Street types are designated for standard use as a component of the address and are always abbreviated as follows:

STREET TYPE	ABBREVIATION	STREET TYPE	ABBREVIATION
Avenue	Ave	Lane	Ln
Bay	Bay	Parkway	Pkwy
Boulevard	Blvd	Place	Pl
Circle	Cir	Road	Rd
Court	Ct	Row	Rw
Cove	Cv	Spur	Spur
Drive	Dr	Street	St
Expressway	Expy	Way	Wy
Highway	Hwy		

STREET TYPE	ABBREVIATION	STREET TYPE	ABBREVIATION
Avenue	Ave	Lane	Ln
Bay	Bay	Parkway	Pkwy
Boulevard	Blvd	Place	Pl
Circle	Cir	Road	Rd
COMMERCIAL STRUCTURES ONLY			
Center	Cntr	Square	Sq
Mall	Mall		

C. A property identification number may also contain one or more of the following:

1. A “unit locator component” is a component used to identify a one-to-one correspondence between a building and high-density occupancy structures within the building, such as suites, rooms, apartments, and condominium units. This code is always preceded with a “#” sign instead of using the word suite, unit, apt., or any other identifier when issued in standardized address format.
2. A “plus code component” is an alphanumeric component most commonly in the form XXXX+XX based on latitude and longitude to completely remove uncertainty as to the location of a parcel or structure, typically included in areas of remote, rural development from which locating an address may not be clear using ordinary methods. When used in an address to identify a parcel or structure, a plus code should be exclusively used as the entire address. (ex. VMC5+93 Monticello UT, 84535)

6. STREET NAME STANDARDS, CHANGES, AND REGULATIONS

Street names must meet the criteria established pursuant to this section before final approval can be given by the addressing authority.

A. Street Name Approval

1. Approval of street names - new developments.
All proposed public and private street names and types must be approved by the county addressing division at the time the plats are under final review by the respective municipal agencies. All final plats submitted to the county recorder shall be stamped "STREET NAMES AND ADDRESSING APPROVED," dated, signed, or initialed by the representative who coordinated the approval of the names and addressing.
2. Approval of street names - existing developments.
When it is necessary to change the name or type of an existing public or private street, the street name and type or number and the corresponding intersection coordinates must be approved by the county addressing division to eliminate confusion and duplication with other streets.
3. When there are two or more streets of the same name within the geographic boundaries of an addressing region, the city and county governing bodies, by ordinance and without petition, may change the name or type of any such street in their jurisdiction to leave only one to be designated by the original name. The ordinance shall be recorded with the county recorder's office.
4. When a city or county governing body determines to change the name of a street, it should schedule a public hearing to convey information about proposed name changes to citizens who are affected and to eliminate capricious actions.

5. No duplications of street names or numbers used as names within the boundaries of an addressing region shall be approved.

B. Prohibited Duplication Types

The following types of duplications are prohibited. Approval of street names must only be given to streets not containing one or more of the following duplications:

1. **Critical Duplications**
These are duplications of identical names and street-type designators on two or more streets that may or may not have overlapping frontage number ranges regardless of the directional component of either the street or the frontage numbers.
2. **Common Name Duplications**
These are duplications of identical names on two or more streets, but with different street-type designators; not to include valid subsidiary duplications, a subset of common name duplications, for which, an exception may be approved within the municipal jurisdictions where the streets are located. Conditions that allow approval of these duplications are:
 - i. Only one subsidiary name is allowed,
 - ii. it must be assigned to an intersecting cul-de-sac or dead-end street relatively perpendicular to the parent street from which it is named,
 - iii. it must not have frontage numbers that are in the same direction or range as those along the entire length of the parent street.
3. **Phonetic Name Duplications**
These are duplications of street names that have duplicate or similar pronunciations but are spelled differently.

C. Criteria for eliminating name duplications.

1. City and county governing bodies may change street name duplications in their jurisdictions without petition when it is determined that the change is in the public interest. Arbitrary or capricious street name changes shall not be made.
2. Street names with historical significance should be retained, whenever possible, over other names when considering elimination.
3. In determining whether to change a street name the governing body may consider the following:
 - i. The number and types of buildings that will have their addresses changed;
 - ii. The length of time the name has been in use;
 - iii. The length of the street and the amount of traffic;
 - iv. Compatibility with adjacent streets.

D. Intermittent street name duplications.

1. The continuity of a street may be maintained so that it can continue with the same name along its entire length overcoming barriers such as rivers, canals, railroad tracks, and undeveloped voids. If a street is interrupted by these features the following conditions shall apply:
 - i. If the street continues immediately on the same bearing beyond the barrier and is within line of sight, it may continue with the same name.
 - ii. If a street is on the same bearing and its point of continuance beyond the barrier is beyond the line of sight, it must be renamed to avoid duplication.
 - iii. Any street that terminates in a cul-de-sac turnaround is considered to have established an end and cannot continue with the same name on the same bearing.
 - iv. If a street is terminated by a void of unimproved land and it continues on the same bearing beyond the void, it may continue with the same name. Such a street is a “stub street” and must be required to make a connection when the void is developed.
 - v. Intermittent streets with duplicate names that currently exist and were dedicated in any municipal jurisdiction before the effective date of this chapter and are in contradiction to the above conditions, may be exempted or changed by the authorities in that jurisdiction.

E. Petition to change a street name.

1. Persons may petition their governing city or county governing bodies to change, by ordinance, the name of a street that fronts upon lots and land parcels they own. Procedures to change a petitioned street name should include a public hearing and ordinance to make the change.

7. GENERAL NAMING OF PRIVATE AND PUBLIC STREETS

A. Street name subjectivity.

Street names must meet subjective criteria before final approval can be given. These criteria should take into consideration historical character, local color or theme, locational characteristics, and compatibility with adjacent streets.

B. Compatibility.

Compatibility and continuity of all proposed streets with adjacent streets to which they are connected or may become connected implies they should continue with the same name or street number if they are on the same bearing. In all other cases the following criteria shall apply:

1. When a proposed minor street intersects a collector street, the proposed name shall maintain continuity with any existing street across from the collector street when both are on the same bearing.
2. When a proposed minor street intersects a major collector street such as a controlled access highway, expressway, or parkway, it shall not maintain name continuity with minor or collector streets on the same bearing that are across from the major collector street.
3. A proposed minor street or collector street shall not maintain name continuity across either major Baseline or Meridian streets (ex. Main St. and Center St. in Monticello).
4. A proposed collector street may maintain name continuity with other collector streets across major collector streets when on the same bearing.
5. Continuity shall be maintained on intermittent streets as defined in section 6.
6. All streets that are assigned a street number must maintain continuity along the same bearing regardless of their intersection with major and secondary collector streets or by interruptions with physical barriers. Street numbers should conform to the frontage scales applied in the Township and Range sections for which they are located.

C. Converting numeral designation to alphabetic names.

Streets may be assigned alphabetic names with numeric value (ex. Second Ave, a numerical name). The Arabic equivalent (200) or alphanumeric mix (2nd) shall not be used when issuing official situs addresses or in any other address format. Further, alphabetically converting street numbers to numerical names should be discouraged and approval given on a selective review basis only.

D. Prohibited naming conventions.

To minimize confusion about street names containing locational and other characteristics, the following criteria shall apply:

1. The four compass directions shall not be used as part of the street name (e.g. West Summit). This eliminates the occurrence of double directionals in assigning the address (e.g. 1229 N West Summit Rd).
2. The standard street type designators shall not be used as part of the street name (e.g. North Old Highway Rd). This is to eliminate the occurrence of double street-type designators in the address.
3. Abbreviations of part or the entire street name shall not be allowed (e.g. Blue Mtn Rd).
4. A proposed street name using both the given and surname of a person shall not be approved except by petition to the city or county governing bodies that have jurisdiction in the area where the proposed name is made.

E. Street name length.

The length of a street name shall not be more than 13 characters including one space and two words, but not to include the street type designator.

8. STREET-TYPE DESIGNATIONS

When streets are proposed, they shall be given a “street type designator” corresponding to certain physical and functional characteristics of the street. The following are the only designators that are standard and must be applied as follows:

- A. Boulevard, Parkway, and Expressway.
Major collector streets with planted or other physically separate medians.
- B. Drive and Way.
A meandering, curvilinear, or diagonal street usually longer than 1000 feet and almost always connected to other rights-of-way.
- C. Road.
Limited streets that may run in a direction, are often rural, are generally longer than 1000 feet, and usually connect with the United States or Utah State primary highways.
- D. Street and Avenue.
Straight streets that match principally the axes of the countywide grid system.
- E. Lane and Row.
Short collector or minor streets which are usually less than 1000 feet in length and may not always connect other rights-of-ways. May be used in names for private rights-of-way.
- F. Circle, Place, Court, Bay, and Cove.
Permanent dead-end streets or cul-de-sacs streets that are usually less than 600 feet in length and contain three (3) or more lots or separate dwelling structures. May be used effectively in planned unit developments, condominiums, or other conditional-use developments where streets with short branching configurations are proposed.
- G. Spur
Rural, permanent dead-end streets that share a name with a parent street, usually more than 600 feet in length, are relatively perpendicular to the parent street, and must not have frontage numbers that are in the same direction or range as those along the entire length of the parent street.
- H. Center, Mall, and Square.
Designations reserved for high-density commercial developments with multiple structures and occupancies that can be substituted for the street-type designator in an assigned address. When commercial development type designators are used in the address format, the street name is also substituted with the development name.

9. ASSIGNMENT OF STREET NAMES AND NUMBERS

A street shall not be assigned both a name and a number. This is to avoid persons using both interchangeably with their official situs address. If a street is designated with an alphabetic name, only its intersection with other streets is assigned numbers as coordinates for the purpose of displaying them on intersection signs.

- A. Streets that shall be assigned alphabetic names.
 - 1. Streets that change direction at oblique angles to regional grid system axes.
 - 2. Streets that are diagonal to a regional grid system axes. Any street that has intersection coordinates that shift more than five numbers along its entire length constitutes a diagonal street.
 - 3. Cul-de-sac streets that intersect at right angles to other roadways. "bubbles" or "pockets" (which are not true cul-de-sacs) with four or fewer lots shall be named and numbered sequentially along the principal street with which they are configured.
 - 4. Circled or looped thoroughfares which return to themselves. If frontage numbers to be assigned for addresses on buildings are all on the outside of the loop, or all on the inside of the circle, the street may be given a single name, otherwise, a break shall be made at a distinct point at the back of the loop and multiple names assigned. This is to avoid duplicate and parallel address ranges for the same street name.
 - 5. Horseshoe-shaped thoroughfares that are not in alignment with a regional grid system shall be assigned at least two names with the breaks occurring at the most distinct bends on the street.
 - 6. Curvilinear or meandering streets that have coordinate changes at their intersections. Frontage number ranges should never overlap if a street meanders, otherwise, two or more names shall be assigned with a break at a distinct bend or intersection which will eliminate the duplication of numbers.
 - 7. Dead-end streets that are not considered intermittent or will not likely be extended.
 - 8. Private streets that are proposed within private developments such as condominiums and planned unit developments.

9. Major collector streets and collector streets that follow Township-Range section lines or are parallel to the axes of a regional grid system, and then change direction at oblique angles to the grid axes to which they are aligned.

B. Streets which shall be assigned numbers.

1. Major collector streets or collector streets that are in continuous alignment with a regional grid system axis or with Township-Range section lines, other than U.S. or Utah State Highways, shall be assigned street numbers.
2. Marginal access streets that parallel major collector streets and collector streets in alignment with a regional grid system shall be assigned numbers.
3. When calculating street numbers and intersection coordinates, all numbers shall be measured to the centerline of the roadway and must have the last digit of the number rounded up or down to end in either a "0" or a "5".

C. Streets that may be assigned alphabetic names or numbers.

1. All streets that are not cul-de-sac streets, dead ends, or located in private developments, and are aligned with a regional grid system axis may be assigned an alphabetic street name or a street number, but not both.
2. Dead-end streets which are "stub streets" planned for future connections, may be assigned a name or a number, providing continuity with the connecting street is maintained.
3. Assignment of street numbers should be encouraged over assigning alphabetic names to streets that are in alignment with the countywide grid system.

10. USAGE OF SIGNS

A. Intersection signs.

1. Street name signs shall conform to the design and placement specifications found in the Manual for Uniform Traffic Control Devices, with the option for additional standards and regulations established by local governing entities in their jurisdictions. Uniformity in public street signs should be maintained.
2. Signs constructed for alphabetically named streets shall display both the name, street type, and corresponding intersection coordinates.

11. PROPERTY NUMBERING

A. General responsibility for property numbering.

The San Juan County Commission and City Councils shall designate, within their jurisdictions and by ordinance, the public official who has the responsibility to calculate and assign official location addresses on both public and private streets. This includes all addresses for rights-of-way on recorded dedication plats, as well as existing rights-of-way, both public and private, and those numbers depicting sub-parcel, sub-structure identification. Private engineers and surveyors, developers, or other individuals shall not be allowed to assign location addresses.

1. Registered certificates of location (situs) address.
 - i. All legal situs addresses, both public and private, shall be documented and registered with a certified number by the County and by all municipal governments, in their respective jurisdictions, when improvements to real parcels within the County are proposed, or when it is necessary to change addresses to eliminate confusion.
 - ii. Recorded plats with approved and certified address information displayed are considered official certificates of legal situs addresses for the lots and units platted thereon.
2. Private numbering systems.
No private numbering systems shall be approved. All public and private location addresses that are in use within the boundaries of the county shall have officially approved situs addresses issued with frontage numbers that reference their respective regional grid system.
3. Odd and even numbering.
The assignment of frontage numbers in legal situs addresses shall be measured and uniformly consecutive with even numbers on the right side of the street and odd numbers on the left side of the street looking away towards the east, west, north, or south from the junction of the baseline and meridian streets. Alternatively, even numbers shall always be on the right side of the street and odd numbers on the left in the direction of increasing frontage intervals.
4. Coordination of frontage numbers and intersection coordinates.
All streets shall have frontage numbers that conform sequentially to their assigned intersection coordinates.
5. Directional determination.

On streets that are not aligned with any of the four compass directions, the direction assigned to the frontage numbers shall be from the compass direction which most nearly matches the bearing of the street across its overall length.

6. Numerical freedom.

Numerical freedom shall be utilized to make use of additional property numbers in the interval between frontage numbers, providing such numbers are in consecutive sequence and are whole integers; they shall not be issued as fractions of numbers.

7. Juxtaposition.

Frontage numbers should be comparable (but not duplicated) on parallel streets and should be in consecutive order. Frontage numbers that would be divisible by 100 should be adjusted by two digits, to avoid identifying them with street numbers.

B. Methods of assigning property numbers.

1. Frontage number scales.

A constant for any given regional addressing grid shall be used to determine the frontage numbers, which shall be indicated on all final plats.

Bluff Grid	144 m or 474 ft
Blanding Grid	161 m or 528 ft
La Sal Grid	161 m or 528 ft
Monticello Grid	161 m or 528 ft
Spanish Valley Grid	171 m or 561 ft

2. Streets changing directions between intersections.

- i. Streets that change direction between intersections, either at an oblique angle or to another axis of the same regional grid system, must have the directional and the frontage number changed to match the new bearing direction of the street.
- ii. If the directional change of the street results in the duplication of frontage number ranges, it should be renamed at the point where it shifts direction or at the nearest intersection that will avoid the range duplication.
- iii. If a street changes direction and is contained wholly within a subdivision or area, the frontage numbers may continue sequentially as in one direction, but it is still necessary to assign the proper coordinates at all intersections.

3. Diagonal streets.

- i. Intersection numbers on diagonal cross streets shall be calculated to begin with the same number measured from the Baseline or Meridian streets according to the frontage number scale designated for that area; this will ensure that the frontage numbers are uniformly measured from one street to the next where they intersect the cross street.
- ii. When assigning frontage numbers to diagonal streets they must not be measured along the diagonal, instead, numbers along the diagonal shall be measured as true north-south and east-west distances from the dedicated reference streets to which the diagonal street intersects.

4. Numbering corner lots.

Proposed subdivisions with corner lots should have frontage numbers calculated for both streets that the lot fronts upon and both frontage numbers placed on the final plats. Once the structure's facing is identified, the correct frontage number can be selected and assigned.

5. Numbering cul-de-sac streets.

Cul-de-sac streets shall be measured and positioned on their respective regional grid system such that frontage numbers are even on one side to a point approximately halfway to the top of the turnaround and then are odd numbers back along the opposite side of the cul-de-sac.

6. Numbering private rights-of-way.

- i. Structures and dwellings fronting on private rights-of-way not considered private streets shall be assigned number addresses, using numerical freedom, which have frontage numbers referencing the frontage interval of the public street to which the private right-of-way intersects.
- ii. If a private right-of-way requires frontage numbers exceeding the available numbers in the frontage interval on the public street with which it intersects, the private right-of-way shall be assigned a name and placed on the designated regional grid system as a private street. All structures and dwellings fronting upon the newly named private street shall be re-assigned legal situs addresses according to the standards outlined in this policy. This procedure may be done, without ordinance or petition, by the

local government whose authority has been designated in that jurisdiction. A public hearing may be provided if an appeal is made by affected persons.

- iii. If a private right-of-way contains single-family structures or other occupied structures that are numbered off the public street that the private right-of-way intersects, the residents may petition the county or city agency responsible for administering property to approve street name or numbering and place their private right-of-way on the designated regional grid system as a private street.

7. Numbering duplexes, rear houses, and buildings on interior lots.

Where possible, numerical freedom in the interval between frontage numbers should be used for sub-parcel identification, instead of assigning fractions of numbers or the designation “front” or “rear,” to duplexes, rear houses, and buildings on interior lots.

8. Numbering high-density structures.

- i. Condominiums and Planned Unit Developments with multiple levels should be numbered according to the standards outlined in this policy unless the unit density dictates constraints, then the following shall apply as guidelines for assigning numbers:
 - a. Buildings with external stairwells should have each stairwell entrance assigned a unique frontage number if each entrance has units that are accessed solely through that stairwell.
 - b. Assign each unit accessed by its entrance a unit number, indicating floor level, to be used as an address suffix (ex.. 5451 E Tangren Ln #101, #201, #301 – 1st, 2nd, & 3rd floors).
 - c. Sub-structure suffix numbers for units below grade should be designated with a letter indicating floor level below grade (e.g. -1st floor = A, -2nd floor = B, 3rd floor = C), followed by a unit number (e.g. #A 1).
 - d. Numbers are preferred over letters in designating units above grade.
- ii. Commercial strips should have each business unit assigned an address using a separate frontage number and the number or the alphabetic name for the street upon which the commercial structure fronts.
- iii. Commercial Malls, Centers, or Squares should have internal addressing that considers floor levels with a sub-structure suffix of three or more digits where the first digit represents the level above grade and the remaining digits represent the unit number. Addresses for these commercial structures may substitute the street name in the address format with a project name and substitute the street type designator with the appropriate abbreviation of a standard structure type (ex. 5475 E Business Park Cntr #101 – which is the first unit on the first floor). A single frontage number should be assigned for the entire commercial structure. Separate structures within a Mall or Center Complex may be assigned separate frontage numbers. Below grade levels should use a letter in the suffix.
- iv. High-rise structures require a vertical sub-structure suffix to identify suites, rooms, premises, and occupancies or establishments that are accessible by the public via hallways and elevators. These vertical addresses should consist of the frontage number or use the project name as a prefix in the address. Subsequently, the address suffix should consist of a four-digit number with the first two digits representing the floor number above grade and the remaining two digits being a sequential identifier for all rooms, suites, or dwelling units starting from the left of a major stairwell or elevator shaft. Below grade levels should use a letter in the suffix (ex. 1233 W Old Airport Rd #1201).
- v. Industrial parks generally have a lower density than most retail or other commercial structures and should be identified through the regular procedures of numbering private streets outlined in this policy.

C. Display of frontage numbers on buildings.

- 1. When a registered situs address has been designated by an authorized government agency, the owner or occupant or person in charge of the building or dwelling shall place, within a period of 10 days, a painted, carved, or cast duplication of the frontage number in a conspicuous position upon the front of such dwelling or building. The number should be mounted in a permanent, stationary, and durable manner; unobstructed at all times by vegetation, screens, or anything that would tend to hide or obscure the number. If the building is not visible from the street, a lawn stake or similar permanent fixture with the number shall be placed in a conspicuous place near the road or the number may be placed permanently on a curbside postal mailbox.
- 2. Numbers that are mounted on dwellings and buildings shall be plain block numerals, not script or written numbers, and conform to the following minimum dimensions based on the setback distance of the building from the street upon which the number must be viewed:

Setback Distance Height of Number	
0-150 feet	3 inches
151-200 feet	5 inches

201-300 feet	8 inches
301 feet of greater	12 inches

3. The owner, occupant, or person in charge of the building, upon affixing any new number, shall remove any different number which might be mistaken for or confused with the number assigned.
4. Each principal building shall display the assigned number on the side of the building where the front entrance is located. If a principal building is occupied by more than one business or family dwelling unit, any separate entrance to an occupied sub-structure unit shall display a separate number.
5. No building permit shall be issued for any principal building unit until the owner or developer has procured an official address for the premises from the government addressing agency in that jurisdiction. Final approval for the certificate of occupancy of any principal building shall not be issued until permanent and proper numbers have been displayed as provided above.

12. PROPERTY IDENTIFICATION APPROVAL IS REQUIRED FOR FINAL PLAT APPROVAL

Property identification approval must be given by the addressing authority prior to final approval of a subdivision. The property identification approval must appear on the final plat of a subdivision, PUD, condominium, or other proposed development prior to final approval and upon amendment. The developer shall pay for and arrange to manufacture and install all street identification signs as required by the addressing authority.

13. STREET IDENTIFICATION CHANGE

If, in the opinion of the addressing agency, a street name change - requested or otherwise - serves a legitimate public interest, the addressing agency may change the street name.

14. STREET IDENTIFICATION CHANGE ORIGINATED BY THE COUNTY, CONTRACT MUNICIPALITY, OR ADDRESSING AUTHORITY

- A. The county, contract municipality, or addressing authority may initiate a street name change when doing so would be in the public interest.
 1. The addressing authority shall notify all owners of properties that have structures on the street proposed for a name change, by mailing to the county-recorded property owner address.
 2. If the property owners who own lots with structures on a street proposed for a name change desire to participate in renaming the street, they may sign a petition agreeing and proposing a new street name. The new name petition must contain at least seventy-five percent of the signatures of recorded property owners with structures and must be completed within thirty days after notification of the proposed name change by the addressing authority.
 3. If property owners do not provide a petition agreeing on a new street name, the name change shall be based on a recommendation from the addressing authority.
- B. The addressing authority will recommend a proposed street name change to the addressing agency. The addressing agency will approve any street name change by communicating the approval, in writing, to the addressing authority.
- C. The addressing authority will record the appropriate documentation to officially change a street name after approval of the change has been given in writing by the addressing agency. The addressing authority shall notify the United States Postal Service, the Valley Emergency Communications Center, and other appropriate government and public safety agencies of the name change. After recordation, the addressing agency shall change the original street file.

15. ADDRESS CHANGE ORIGINATED BY THE COUNTY, CONTRACT MUNICIPALITY, OR ADDRESSING AUTHORITY

- A. In the interest of public safety, the county, contract municipality, or addressing authority may direct the change of an address. Address changes may be made only after providing written notification to the owners of the property whose address is proposed for change, mailed to the county's recorded address.
- B. A letter will be sent informing the property owner of the proposed address change and requesting that the owner contact the addressing authority to discuss the proposed change. The addressing authority will provide a reasonable time, not to exceed one month, and make appropriate efforts to contact and discuss the proposed address change with the property owner.

- C. A final letter notifying the property owner of the address change will be sent, by registered mail, to the owner's county-recorded address and shall include a copy of the recorded address change affidavit.
- D. The addressing authority will record the appropriate documentation to officially change an address. The addressing authority shall notify the United States Postal Service, the Valley Emergency Communications Center, and other appropriate government and public safety agencies of the address change.

16. SYSTEM OF STREET IDENTIFICATION SIGNS

It shall be the duty of the addressing agency to establish a uniform system for street identification signs.

17. STREET IDENTIFICATION SIGNS

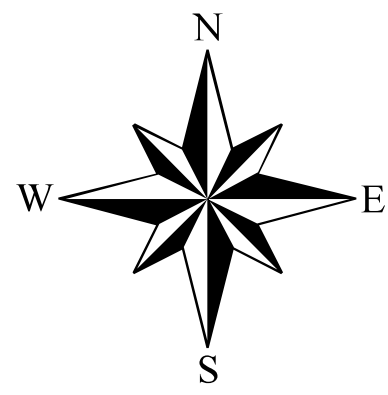
Street identification signs, approved by the addressing authority, shall be paid for and installed by the developer or property owner with installation at the intersections of all streets and highways and at such other locations as may be determined to be necessary by the addressing authority.

18. STREET SIGNS—COMPLIANCE

It is unlawful to erect or maintain any street identification sign which has not been approved by the addressing authority.

19. STREET SIGNS—REQUIREMENTS

All street signs shall be constructed and installed in accordance with the specifications on file with the addressing agency.

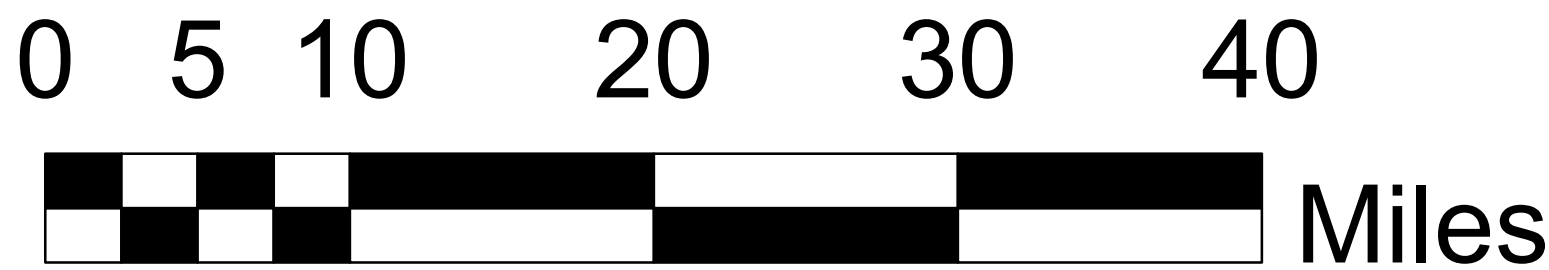


San Juan County Addressing Regions

AddressingRegions

GRID_NAME

BLANDING
BLUFF
LASAL
MOAB
MONTICELLO



San Juan County Addressing Regions have been built based on initial Emergency Service response, in addition to local factors such as road access and zipcodes. This map is subject to change.

The Navajo Nation is addressed internally, by each Chapter. Most roads are addressed at a scale of 100 addresses per mile from various centerpoints. Plus Code addresses are preferred.



COMMISSION STAFF REPORT

MEETING DATE: May 21, 2024

ITEM TITLE, PRESENTER: Consideration and proposal of road name changes

Presented by TJ Adair, San Juan County Road Dept Superintendent

RECOMMENDATION: Approval to Change the Road Names

SUMMARY

Rough Location of Proposed Changes, Roads stated do not possess any current addresses,

These changes would not affect the public in an adverse manner.

HISTORY/PAST ACTION

NA

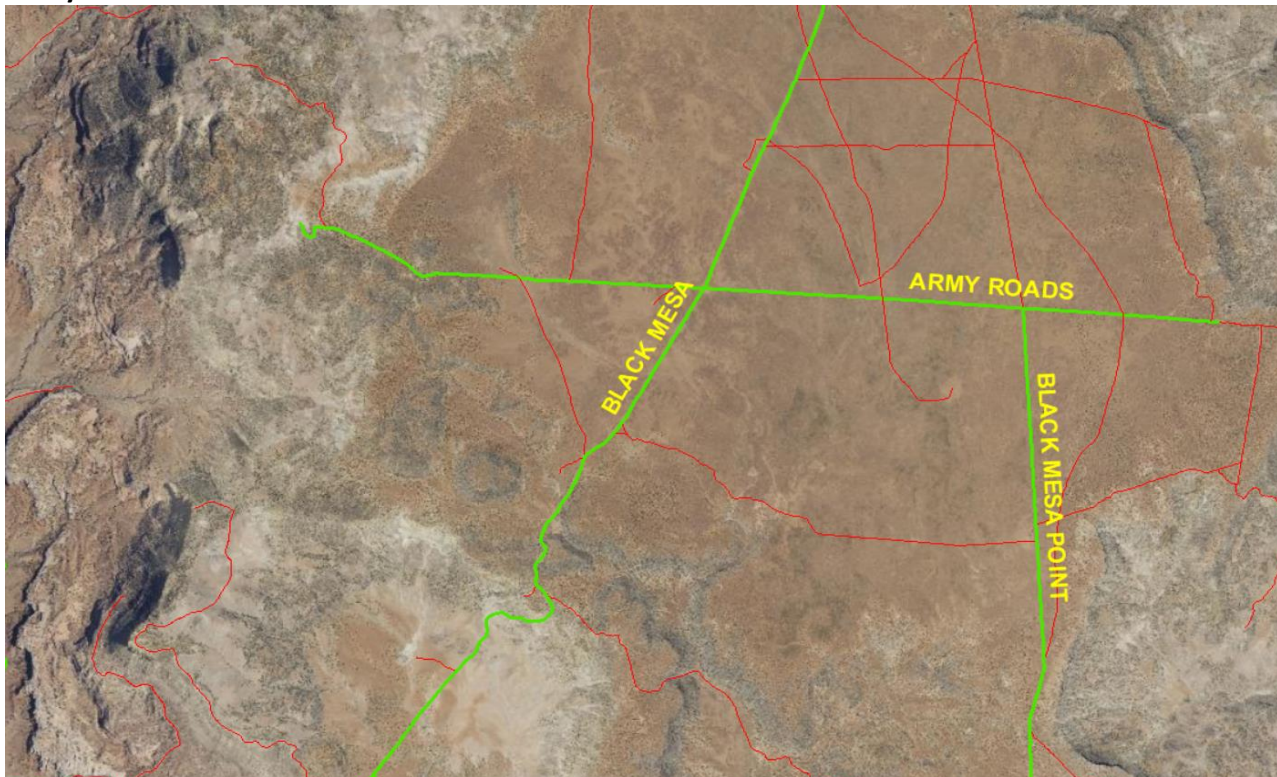
FISCAL IMPACT

NA

Current Road Name	Road Number		Reason/ Conflict		Suggestion
ARMY ROADS	B283		Incorrect street type		Army
BLACK MESA MISSILE	B2051		Rename road		Stevens Canyon
CHIMNEY PARK OVERLOOK	B248		911 name length concerns		Chimney Park
COYOTE WASH	B304		Conflict with B181, B191, B1121, B1341		Coyote Wash
EAST COYOTE WASH	B191		Remedy directional, conflict with B181, B1121, B1341, B304		Coyote Wash
WEST COYOTE	B181		Remedy directional, conflict with B191, B1121, B1341, B304		Rattlesnake Flats
RATTLESNAKE WELL SPUR	B156		Road naming consistency		Rattlesnake Flats
SOUTH OLD HIGHWAY	B336		Remedy directional, conflict with B335		White Flats

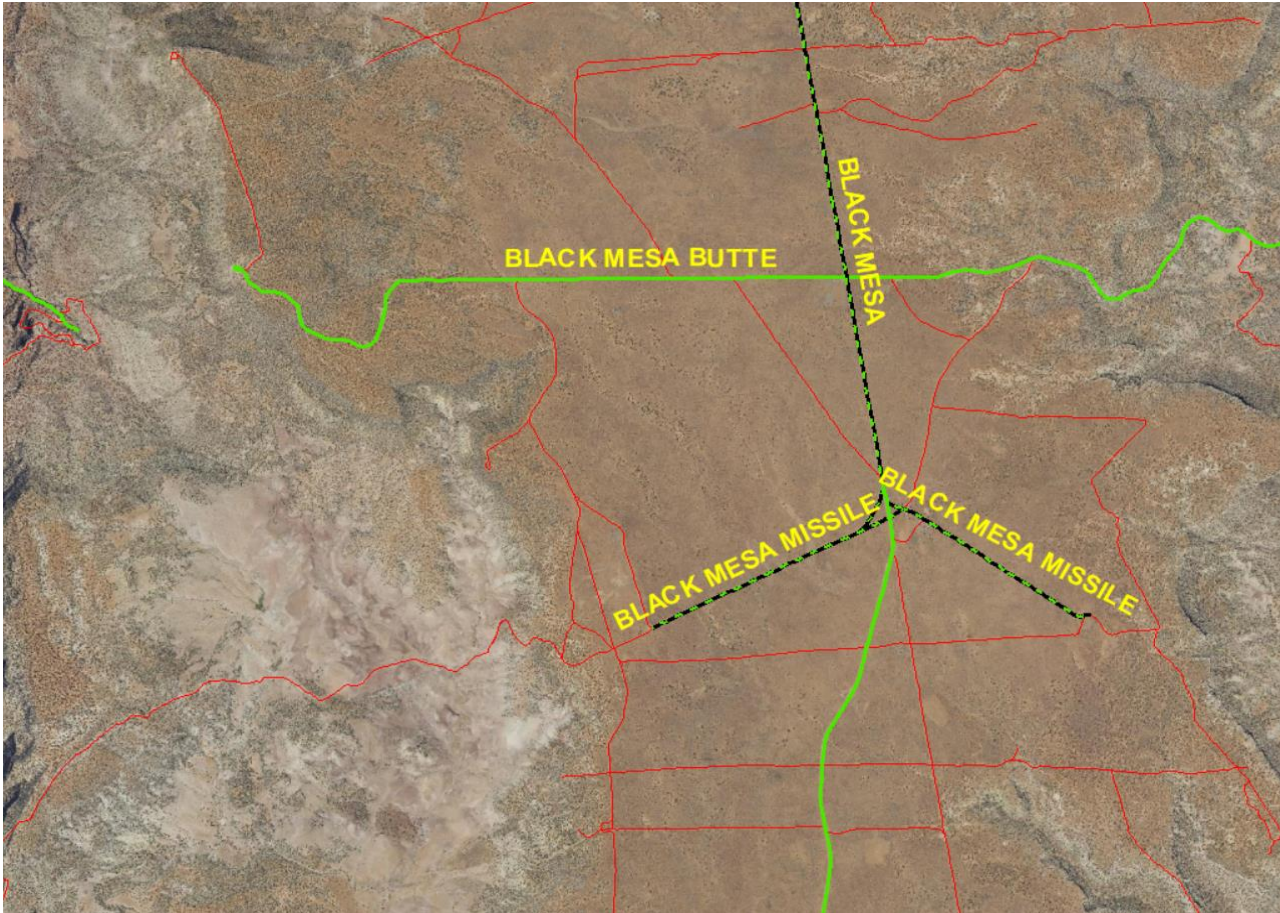
Rough Location of Proposed Changes

Army Roads

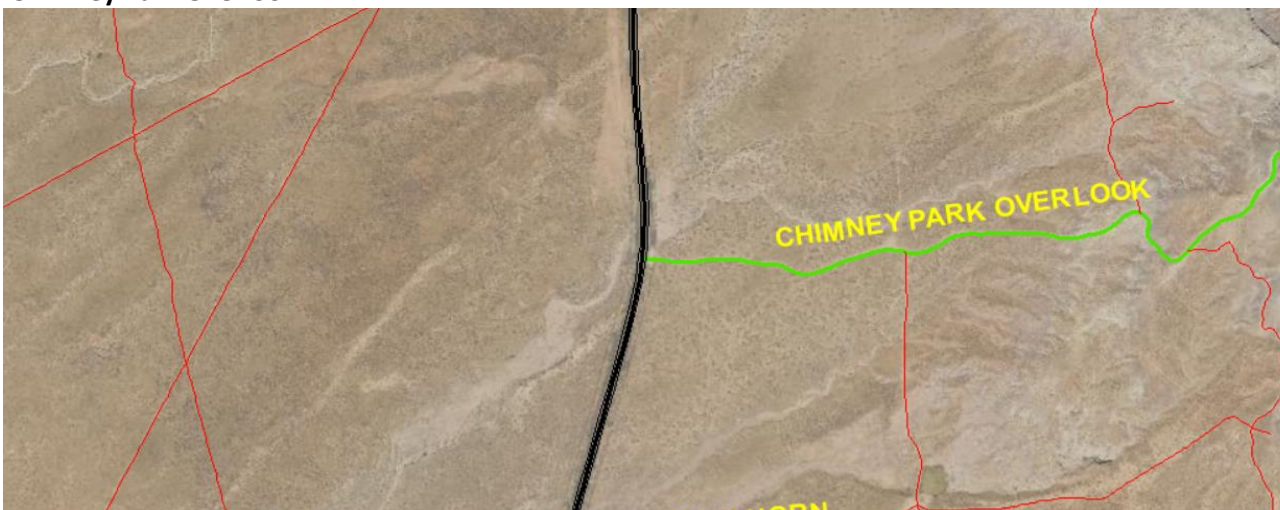




Black Mesa Missile



Chimney Park Overlook



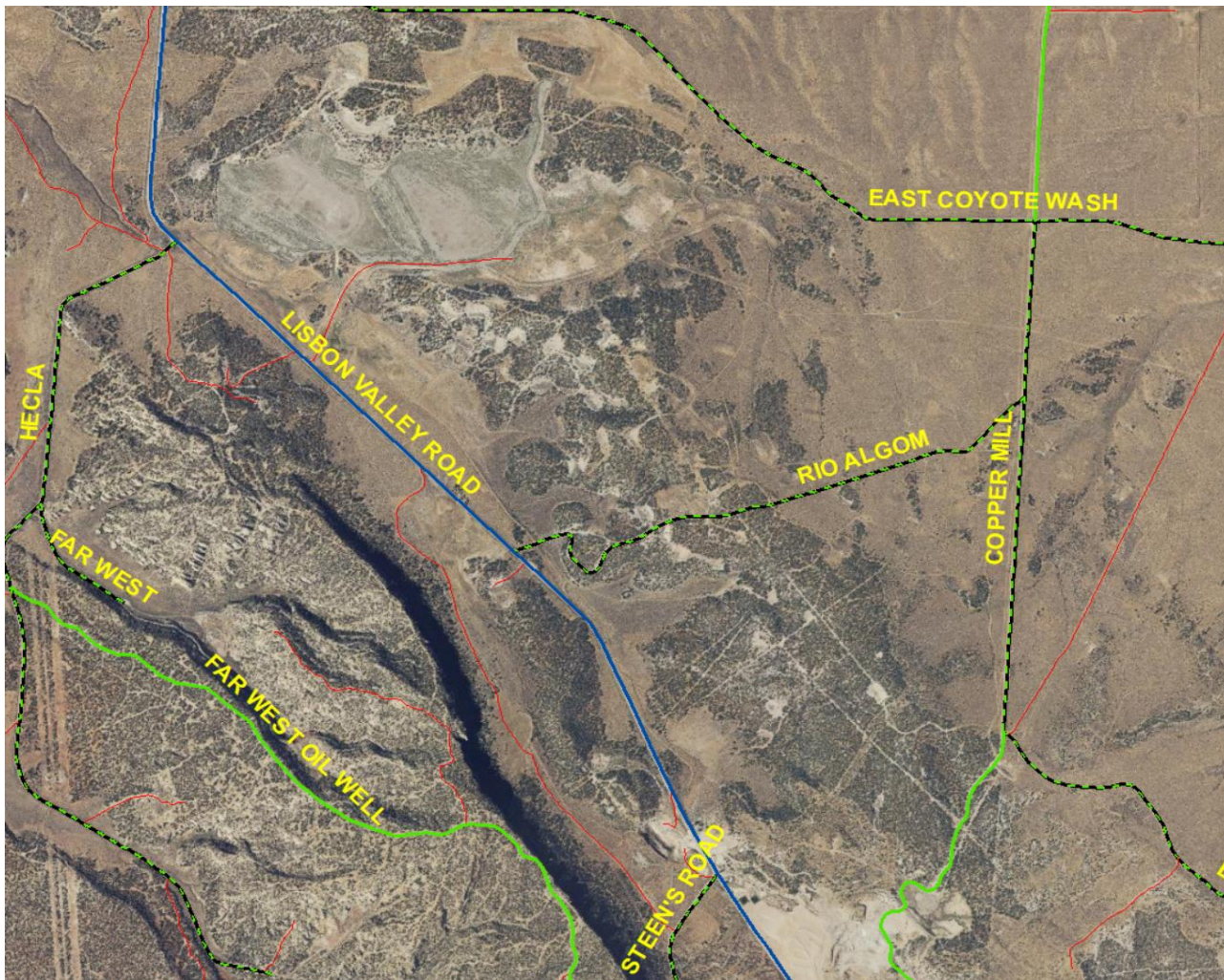


Coyote Wash



East Coyote Wash



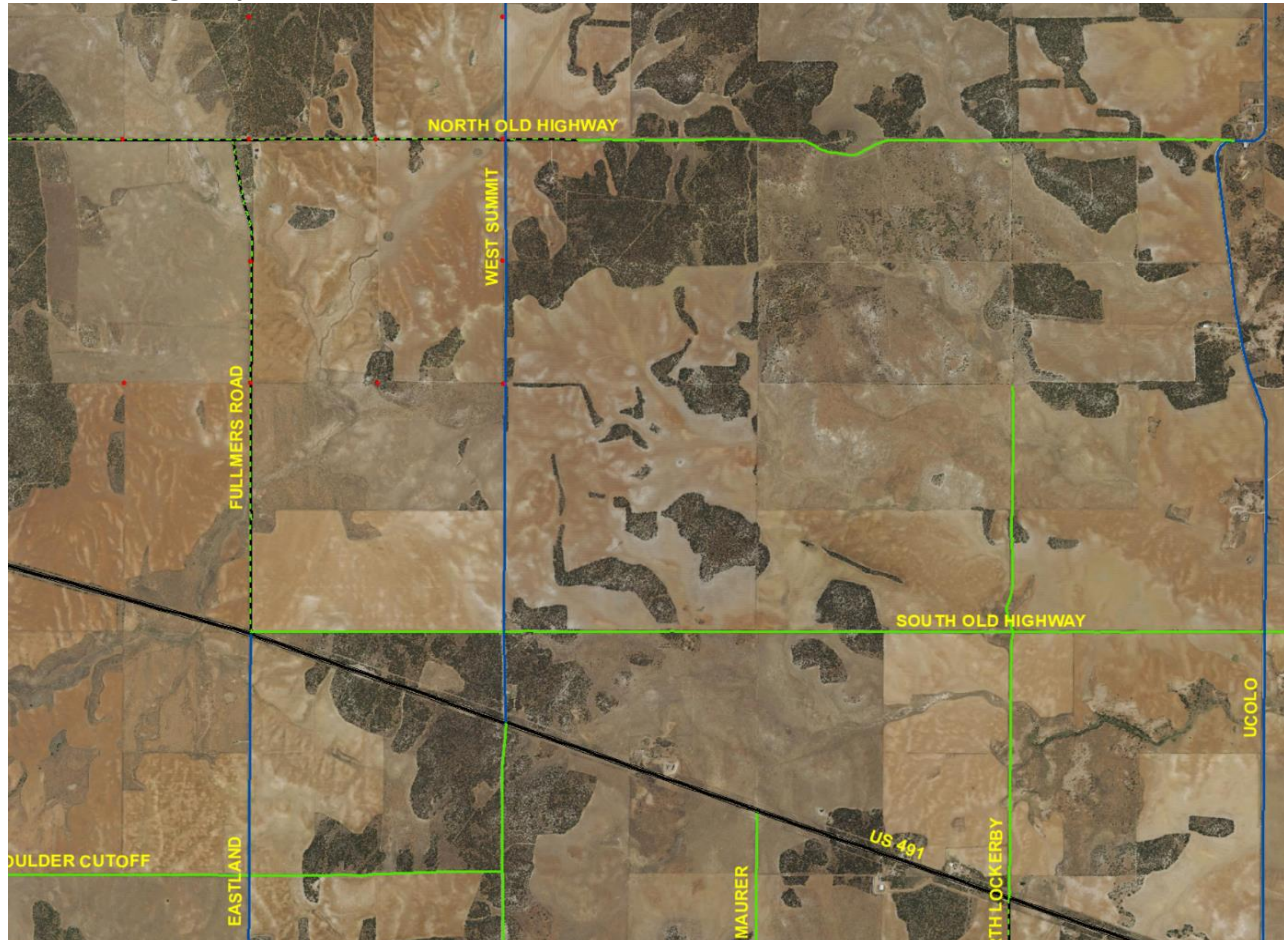


West Coyote/Rattlesnake Well Spur





South Old Highway



Note: All roads stated above do not possess any current addresses. As such these

Suggested Road Type

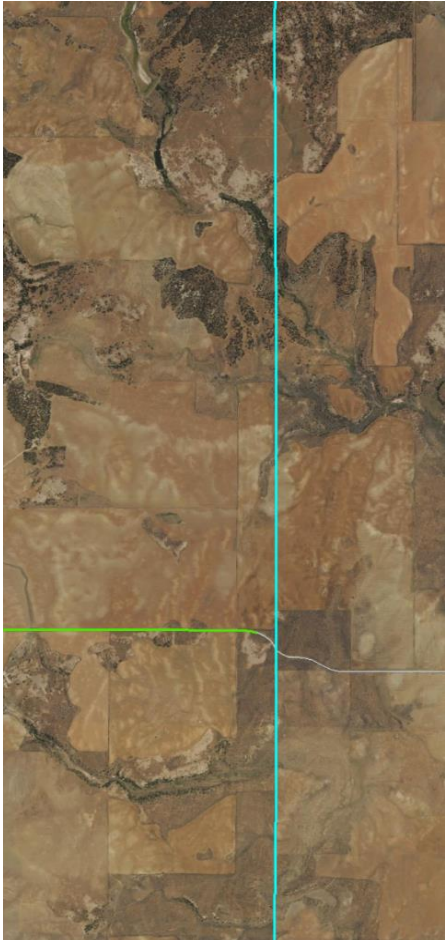
Rd							
Rd							
Rd							
Spur							
Rd							
Rd							
Spur							
Rd							











changes would not affect the public in a adverse manner.



COMMISSION STAFF REPORT

MEETING DATE: May 21, 2024

ITEM TITLE, PRESENTER: Consideration and Purchase approval for Blade, Presented by TJ Adair,
San Juan County Road Superintendent

RECOMMENDATION: Purchase Approval

SUMMARY

San Juan County Road can Purchase the leased Blade for a discounted rate.

HISTORY/PAST ACTION

NA

FISCAL IMPACT

\$144,788.00



Garner, Martha <mgarner@sanjuancounty.org>

Fwd: FW: Blade purchase price

1 message

Adair, Todd <tadair@sanjuancounty.org>

Thu, May 16, 2024 at 2:23 PM

To: Martha Garner <mgarner@sanjuancounty.org>

From: Danny R. Auer <dauer@wheelercat.com>**Sent:** Tuesday, March 12, 2024 2:07 PM**To:** Marco J. Defa <mdefa@wheelercat.com>**Subject:** RE: Blade purchase price

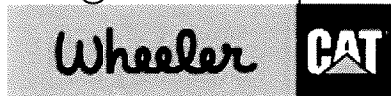
\$278,900	start price
\$244,788	buy-out price
\$100,000	trade value
\$144,788	final purchase price

Marco J. Defa | Sales Representative | Wheeler Machinery Co.

5300 West Wheeler Way, Hurricane, UT 84737

Office: 435.251.8410 | Mobile: 435.229.6074

mdefa@wheelercat.com | www.wheelercat.com

**Built to Listen. Built to Deliver.****How can we better serve you? Please share your feedback.**

Attachment #5
To Intergovernmental Agreement between
The NAVAJO NATION and SAN JUAN COUNTY, UTAH
For Road Projects

AUTHORITY:

Attachment #5 is to be appended to the Master Intergovernmental Agreement (IGA), amending and revising certain sections of the IGA and updating sections in Contract No. CO10906 for road maintenance and improvement projects between the Navajo Nation (NATION) and San Juan County, Utah (COUNTY) as contemplated in Sections 1.1 and 2.1 of the IGA.

AMMENDMENT:

Section 2.5 will be amended and revised as follows:

Specific roads subject to this agreement. The Nation B Roads, as described in Attachment 5, are the only roads subject to this IGA. Updates to Attachment 4 may be made from time to time upon the express written mutual agreement of both Parties.

Section 2.11 will be amended and revised as follows:

Agreement length and renewal. This IGA shall become effective sixty (60) days subsequent to signing by all parties and shall continue to be binding upon the parties until December 31, 2029. This IGA shall be reviewed annually by the appropriate governing bodies of the County and the Nation and may be renewed for an additional five (5) year terms subject to the availability of funds. Unless renewed, this IGA terminates automatically at the end of the term specified in this section.

SCOPE OF WORK:

Routine Maintenance on various Tribal Routes in the Northern and Western Agencies

Routine maintenance as authorized under a stand-alone Road Maintenance IGA between the Navajo Nation and San Juna County, Utah; fully executed in February 2020. Agreement is attached hereto as Attachment #5. The various roads are located in the Northern and Western Agencies within the boundaries of the Navajo Nation. The roads in each Agency were designated by Navajo DOT as routes that should receive routine maintenance. The roads will receive routine maintenance including snow removal and flood repairs on a quarterly basis and as-needed basis in adverse weather conditions, to provide as adequate network of roads for residents and visitors.

Attachment #5– Projected Maintenance Cost

Location	Description	Quantity	Cost	Navajo DOT Account Number
Norther Tribal Routes: 403, 404, 415, 436, 437, 439,	Routine Quarterly Maintenance and snow removal	1	\$258,860.00	<u>CO1854</u>

445, 449, 452, 463, 4041, 4181 Western Tribal Routes: 427, 428, 431, 491, 494	Per attached Road List and Maps			
	TOTAL NDOT COST		\$258,860.00	

Payment to the COUNTY:

Per section 5.A. of the Master IGA, the NATION shall provide the COUNTY **\$250,000.00** in funding for the PROJECT. This funding shall be placed in an account established by the COUNTY and will be utilized for the work described in the Scope of Work of this Attachment.

Upon mutual agreement of both parties, project termini may be altered that fall within the same scope as described in this attachment. **Altered PROJECTS would commence once upfront/startup funding has been received by the COUNTY unless there is sufficient funding remaining from the initial payment to the COUNTY.**

IN WITNESS WHEREOF, the PARTIES have executed this Attachment "5" to the Intergovernmental Agreement between the Navajo Nation and San Juan County, Utah on the dates affixed by their signatures.

SAN JUAN COUNTY

THE NAVAJO NATION

 Jamie Harvey
 San Juan County Board of Commissioners
 117 South Main
 P.O. Box #9
 Monticello, Utah 84535

 Buu Nygren, President
 Navajo Nation
 P.O. Box 7440
 Window Rock, AZ 86515

 Date Signed

 Date Signed

APPROVED AS TO FORM

BY _____
 Navajo Nation Legal Counsel

 Date Signed

BY

Brittney Ivins
San Juan County Attorney

Date Signed



COMMISSION STAFF REPORT

MEETING DATE: May 21, 2024

SUBMITTED BY: John Young, LT

TITLE: Consideration and Approval for the Amendment No. 3 for Inmate Telephone Service Agreement between Inmate Calling Solution, LLC and San Juan County.

RECOMMENDATION:

SUMMARY

Amendment to current inmate telephone service provider contract with Inmate Calling Solutions (ICSolutions). ICS has had an agreement with GTL for inmate tablet technology and has recently agreed to terms with Bridge Tablet. The new Bridge Tablet program will replace the current program. All inmates will have access to tablet technology, depending on their behavior, which will provide them with access to facility rules and expectations; legal services and resources; education; visits, phone calls, emails, and letter scanning with friends and family; entertainment such as tv, movies, music, and games; the ability to communicate with staff discreetly and receive communication back; etc. Agreement to this amendment will renew the current contract and ICSolutions has committed to installing necessary equipment in the jail remodel and expansion to cover any additional space and/or upgrade equipment in the existing space. ICSolutions has been very responsive during the current contract period to fix/install/maintain their current systems.

HISTORY/PAST ACTION

ICSolutions brought new services and technology to the facility by contract early in 2020. These services provide inmates the ability to communicate with friends, family, legal representation, clergy, etc.

FISCAL IMPACT

\$0. All technology, equipment, and services are provided by ICSolutions at no cost to the county/jail. In addition, the jail receives commission payments monthly based on inmate purchases and usage. These commissions help offset expenses incurred for operating the correctional facility.

AMENDMENT No. 3 to the INMATE TELEPHONE SERVICES AGREEMENT

This Amendment No. 3 to the Inmate Telephone Service Agreement dated 3/24/2020, as previously amended (the "Agreement") is made by and between **Inmate Calling Solutions, LLC, d/b/a ICSolutions ("ICS")** and the **San Juan County, Utah ("County")** effective upon its execution.

Whereas, the parties agree as follows:

1. The current Term of the Agreement is hereby extended to be through 3/23/2030. Thereafter, the optional renewal terms, set forth in Section 1 of the Agreement, shall continue to apply.
2. Exhibit B to the Agreement is hereby amended to add the following:

The Bridge™ Tablet Solution

- Bridge 8 tablets provided at the ratio of one per inmate plus reasonable spares; maintenance and support is subject to ICS' standard Tablet Damage & Repair Policy attached hereto as Exhibit B-1.
- Charging bays as reasonably required to accommodate charging all tablets, including spares, assigned to each housing unit and booking area
- Inmate email / text messaging and inbound photo sharing
- Inmate calling through The Enforcer®; standard rates and controls apply
- Video visitation
- FREE access to scanned postal mail
- FREE legal research using the ICS-provided law library subscription
- FREE inmate self-service apps
 - Commissary ordering
 - Balance check
 - Bonds / court dates
 - Customizable forms
 - Grievance reporting
 - Inmate requests
 - Medical requests / sick call
 - Inmate handbook & other facility documents
- FREE educational content, including GED/HiSet materials & cognitive adult education
- FREE premium educational content from Edovo Core
 - Full library, GED prep, behavioral therapy, vocational training, and more
 - Enables the County to upload its own content
 - Supports continued learning after release, at no cost to the County or user
- FREE eBooks, including religious materials
- FREE Purple relay service to ensure ADA compliance
- FREE entertainment including select games, documentary movies, and music channels
- Large collection of premium entertainment content available – music, movies, games, etc.

BRIDGE 8.0™ Tablet Distribution System

- Inmates enter unique login credentials to check a tablet out from a secure self-service kiosk
- Kiosk camera photographs each inmate who accesses the system
- Only the inmate who checked out a tablet can operate it

- System tracks which inmate has checked out each tablet and sends an alert to the specified officer(s) if the tablet is not returned within the configured timeframe
- Inmates must return a previous tablet before they can check out another

Offsite Mail Scanning

- Non-legal postal mail is directed to ICS' scanning center where it is scanned and digitized
- Delivered to inmates via the inmate tablets' messaging app

- ICS shall upgrade the two existing V17 kiosks in jail lobby to be compatible with the new BRIDGE 8.0 video visitation system and remove remaining V17 kiosks.
- Exhibit C to the Agreement is hereby amended to add the following:

Other Service Fees (Commissionable; See Exhibit D):

Remote Video Visitation (per minute)..... \$0.25
Email/Text/Photo Sharing (per message)..... \$0.25
Streaming Entertainment Content (per minute)..... \$0.05

- Upon substantial delivery of the foregoing Bridge 8 Tablet Solution, Exhibit D to the Agreement is hereby amended to read, in its entirety, as follows:

ICS shall pay to County a Commission of 15% of the gross call revenue for all call types generated from County's Service Locations.

ICS shall also pay to County a Commission of 50% of any service fees collected with respect to Remote Video Visitation services and 25% of any service fees collected with respect to Email/Text/Photo Sharing and Streaming Entertainment Content services.

Note: Commissions shall be made payable and sent to the address so designated on Exhibit A to this Agreement.

- Except as amended herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives:

Inmate Calling Solutions, LLC
d/b/a ICSolutions


 (Signature)

Mike Kennedy
 (Printed Name)

Vice President Sales & Marketing
 (Title)

5/13/2024
 (Date)

San Juan County, Utah

 (Signature)

 (Printed Name)

 (Title)

 (Date)

Exhibit B-1**Tablet Damage and Replacement Policy**

- A. Overview:** The purpose of this Policy is to provide an operational framework to support a 'Spare Tablet Program' to help ensure uninterrupted access to communication and entertainment services for inmates. ICS acknowledges the rigorous use environment of correctional facilities and provides a Spare Tablet Program to County with an allowance of spare tablets equal to 10% of the total tablets offered. Under ordinary use conditions, the Spare Tablet Program includes repair or replacement as needed at no cost to County. However, Tablets that are deliberately misused or damaged shall not be covered under the Program.
- B. Exclusions from Free Replacement Coverage:** While ICS is committed to supporting County in maintaining operational efficiency and inmate satisfaction, it is understood that the Spare Tablet Program does not extend coverage to tablets that have been subjected to physical damage through misuse or deliberate acts by inmates or any other individuals. This includes, but is not limited to:
- Screens that are shattered, cracked, or otherwise compromised.
 - Tablets with missing pieces or parts, indicating tampering or attempts to disassemble.
 - Damage resulting from attempts to open the tablet casing unauthorizedly.
 - Any form of physical alterations that deviate from the tablet's original condition as supplied.
 - Lost or stolen tablets while under the County's supervision.
- C. Procedure for Reporting Damages:** County shall report any damages to tablets within a reasonable timeframe from the occurrence of the damage. The report should include a detailed description of the condition of the damaged tablet, accompanied by photographic evidence where possible.
- D. Assessment and Determination:** Upon receiving a damage report, ICS will assess the reported condition against the exclusions listed in paragraph B, above. Tablets deemed by ICS, in its reasonable discretion, to have been damaged due to reasons covered under the exclusions will not be eligible for free replacement under the Spare Tablet Program. In such event, County may opt to purchase replacement tablets at the cost in effect at the time.
- E. Responsibility and Care:** County agrees to educate and enforce proper care and use of the tablets among the inmate population to minimize incidents of deliberate damage. ICS will provide County with care and handling guidelines to be communicated to inmates.
- F. Amendments and Exceptions:** ICS reserves the right to review and reasonably adjust this Policy as needed to ensure fairness and sustainability of the Spare Tablet Program.

**COUNTY FIRE WARDEN AGREEMENT
BETWEEN THE
UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS
AND
SAN JUAN COUNTY**

This County Fire Warden Agreement (Agreement) is ancillary to the Cooperative Agreement Between the Utah Division of Forestry, Fire and State Lands and San Juan County (“Cooperative Agreement”). This Agreement is required for counties participating directly as a “participating entity” or indirectly through another “eligible entity” (e.g., fire district) in the Division of Forestry, Fire and State Lands (“FFSL”) wildland fire management system, pursuant to Utah Code § 65A-8-209.1 (as amended, effective May 4, 2022). This Agreement is required for any county with unincorporated private land within the jurisdictional authority of any eligible entity that has entered into a Cooperative Agreement with FFSL. This Agreement revokes and replaces any previous warden agreements between the parties. This Agreement shall be effective as of the date of the final signature of this agreement, and will remain in effect until the expiration of the Cooperative Agreement. The Cooperative Agreement is incorporated and fully integrated to this Agreement by reference.

For the purpose of cooperatively hiring, employing, supervising and compensating a county fire warden, FFSL and San Juan County (“County”) hereby agree:

A. FFSL WILL:

1. Employ a full-time fire warden, unless exempted in Utah Code § 65A-8-209.1(4)(b)(2022).
2. Recognize the fire warden as a representative for wildland fire management on all state and private land within the County. The fire warden will be supervised by FFSL as part of FFSL’s statewide wildland fire program and organization.
3. Pay a portion of the fire warden’s compensation as outlined in Appendix A, consistent with Utah Code § 65A-8-209.1(3)(2022). All on-call time will be paid by FFSL.
4. Invoice the County for the County’s portion of the costs for the fire warden, assistant fire warden, other seasonal employees, and other related expenses for program support after the conclusion of the State fiscal year (June 30) as outlined in Appendix A.
5. Invoice the County for the costs for the fire warden, assistant fire warden, and other seasonal employees for time spent on non-delegated fires within the county excluding non-delegated fires on federal land or state land.

6. Hold the fire warden accountable for meeting the written objectives in their annual Performance Management Contract (“PMC”) developed in cooperation with the County or participating entity and overseen by their FFSL supervisor.
7. Provide and maintain at FFSL’s expense a vehicle, auxiliary tools, and equipment appropriate for use in wildland fire suppression and associated activities during the statutory closed fire season (see Utah Code § 65A-8-211(2022)).

B. THE COUNTY WILL:

1. Recognize the fire warden as a representative for wildland fire management on all state and private land within the County. The County acknowledges the fire warden will be supervised by FFSL as part of FFSL’s statewide wildland fire program and organization.
2. Pay a portion of the fire warden’s compensation as outlined in Appendix A, consistent with Utah Code § 65A-8-209.1(3)(a)(2022). The County’s portion of the fire warden’s compensation may increase annually, subject to the requirements in Utah Code § 65A-8-209.1(3)(b)(2022).
3. Pay for a portion of assistant fire warden and other seasonal employees as outlined in Appendix A. Assistant fire warden and other seasonal employees’ time spent on assignments will be billed to the appropriate financial code by jurisdiction.
4. Pay invoices from FFSL within thirty (30) days following the date of invoice.
5. Provide program support, as outlined in Appendix A, as negotiated. Program support may include:
 - a. Training;
 - b. Travel;
 - c. Winter vehicle;
 - d. Office spaces, computer, phone and office supplies;
 - e. Fire prevention activities and or materials; and
 - f. Other items as applicable.
6. Participate in developing the fire warden’s annual Performance Management Contract (“PMC”), and provide feedback to FFSL with regards to the PMC for purposes of the fire warden’s annual evaluation. The county shall designate a representative on Appendix A as point of contact for developing the PMC and providing feedback in accordance with this subsection.
7. Ensure cooperative support for the fire warden and wildland fire program from the offices of county sheriff, emergency management director, and other County departments or corresponding offices within a participating entity.

C. IT IS MUTUALLY AGREED:

1. The local fire chief having jurisdictional authority is the official representative in structural, personal property and other non-wildland fire protection matters. FFSL will assume no responsibility for suppressing structural, vehicle, landfill or other types of non-wildland fire anywhere in the County or participating entity.
2. The qualifications of a fire warden are:
 - a. NWCG Single Resource Boss.
 - b. NWCG Type 4 Incident Commander.
 - c. NWCG Arduous Work Capacity Test.
3. The qualifications of an assistant fire warden are:
 - a. NWCG Single Resource Boss.
 - b. NWCG Type 5 Incident Commander.
 - c. NWCG Arduous Work Capacity Test.
4. If a qualified candidate for fire warden or assistant fire warden is not found, an "under-qualified" candidate may be hired if the County, FFSL area manager, fire management officer, and FFSL State fire management officer agree.
5. The County and FFSL shall review and update Appendix A in writing annually. Appendix A is incorporated and fully integrated to this agreement by reference.
6. Any dispute arising from this Agreement shall be resolved pursuant to the procedures outlined in the Cooperative Agreement.

San Juan County:

Name/Title

Signature

Date

Division of Forestry, Fire and State Lands; State Office:

Name/Title

Signature

Date

Approved as form:

Name/Assistant Attorney General

Signature

Date

APPENDIX A TO COUNTY FIRE WARDEN AGREEMENT

A. Introduction and Preliminary Matters

1. Appendix A is entered into between The Utah Division of Forestry, Fire, and State Lands and San Juan County, and is supplemental to the San Juan County Fire Warden Agreement. The San Juan County Fire Warden Agreement is incorporated and fully integrated into this Appendix by reference.
2. The point of contact from San Juan County to participate in developing the fire warden's annual Performance Management Contract, and to provide feedback to FFSL is:

Name/Title	Phone	E-mail

B. Support Budget

WILDLAND FIRE PROGRAM SUPPORT BUDGET BETWEEN SAN JUAN COUNTY AND UTAH DIVISION OF FORESTRY, FIRE, & STATE LANDS				
FOR CALENDAR YEAR 2024				
	Professional/Technical	2023	2024 Request	2024 Approved
	Warden Salary	40646	54072	54072
	Assistant Warden	7270		
	Program Support			
	Fire Prevention	250	250	250
	Equipment & Supplies	1000	1000	1000
	Fire Tools	400	400	400
	Training	1200	1200	1200
	Uniform Allowance	225	225	225
	State Provided Vehicle	2020	2500	2500
	*Yearly Office Space		(1071)	(1071)
	TOTALS	\$53011	\$59647	59647

Note, the increase in the Warden fee is based on 2023 CPI of 8% and 5% estimated for the 2024 CPI

*Office space will be provided by San Juan County; The State will pay 153.00/Month for office space (June 1- December 31 2024)

San Juan County:

Name/Title

Signature

Date

Division of Forestry, Fire and State Lands; State Office:

Name/Title

Signature

Date

Approved as form:

Name/Assistant Attorney General

Signature

Date



STAFF REPORT

MEETING DATE:	May 21, 2024
ITEM TITLE, PRESENTER:	Request to Move Grant Funding for Mud Springs over to the BLM , Presented by Elaine Gizler, San Juan County Economic Development and Visitor Services Director
RECOMMENDATION:	Business/Action

SUMMARY

The request is for Grant funding received from the Utah Division of Outdoor Recreation and the Recreational Trails Program for the Spanish Hills Trail System to be moved to the BLM for management since San Juan County is not able to facilitate this project. Each division has approved the move. The BLM will manage the project and the grant funding with the support of Grand County Active Transportation and Trails. The BLM is also requesting the grants be extended until December 2026. With the approval of this request, a formal letter will be sent to the Utah Office of Outdoor Recreation from San Juan County approving the funding move to the BLM.

HISTORY/PAST ACTION

Grants were received

FISCAL IMPACT

\$150,000 from Division of Outdoor Recreation Grant \$ 200,000 from the Recreational Trails Program

Total \$350,000



May 21, 2024

Patrick Morrison

Utah Division of Outdoor Recreation

1594 West North Temple #100

Salt Lake City, UT 84116

Patrick,

This letter is from the San Juan County Commission to approve the \$200,000 grant San Juan County received for developing the Spanish Hills/Mud Springs Trail, which will be transferred to the Bureau of Land Management (BLM) to manage the project.

The BLM has agreed to work with Grand County Active Transportation and Trails to begin the project's construction in 2025 and has asked for a completion date of December 2026 for this phase.

The BLM will hire the contractor for the project and manage the project through completion.

Jamie Harvey, Chair

San Juan County, Utah Commission

San Juan County, Utah
Resolution 2024-05

Mental Health Awareness Month Resolution

“Proclamation Declaring May as Mental Health Awareness Month” for May of 2024

WHEREAS, nearly one in five adults and one in five adolescents in the United States live with a mental illness; and

WHEREAS, Mental health impacts a person’s emotional, social, environmental, financial and overall well-being, with significant disparities among racially and ethnically diverse communities; and

WHEREAS, suicide is now the second leading cause of death for 15-to-24-year-olds, with teenagers experiencing a 17.3% increase in the use of anxiety medications since 2010; and

WHEREAS, one third of the United States population lives in a county designated as a mental health professional shortage area; and

WHEREAS, an estimated 44% of residents detained in jails are suffering from a mental illness, often with co-occurring substance use disorders; and

WHEREAS, San Juan County and all counties serve as a safety net for residents in need, first responders, and operator of crisis lines, public hospitals and detention centers.; and

WHEREAS, San Juan County supports federal efforts to address the ongoing mental health crisis by amending exclusionary policies under Medicaid, building and supporting a strong mental health workforce, enhancing local crisis response systems and enforcing mental health parity.

WHEREAS, San Juan County has experienced and continues to see an increase in mental illness throughout the County and in our efforts with San Juan Counseling and the hiring of Blomquist Hale, a mental illness company to help our County employees with mental health and substance use treatment; and

NOW, THEREFORE, LET IT BE PROCLAIMED, THAT the San Juan County Board of Commissioners declares May as Mental Health Awareness Month in San Juan County to highlight the critical role of the county in providing crucial behavioral health services and resources to its residents; and Be It Further

PROCLAIMED, The San Juan County Board of Commissioners continues its commitment to partner with our community members to ensure that all mental health services are accessible, valuable and culturally appropriate for all residents

PASSED AND APPROVED in this 21st day of May, 2024.

By: _____

Jamie Harvey, Commission Chair

By: _____

Silvia Stubbs, Commission Vice-Chair

By: _____

Bruce Adams, Commissioner

SPECIAL WARRANTY DEED

SAN JUAN COUNTY, a political subdivision of the State of Utah, whose mailing address is P. O. Box 338, Monticello, Utah 84535, GRANTOR, hereby convey and warrant only by, through or under GRANTORS to SAN JUAN HEALTH SERVICE DISTRICT, whose address is P.O. Box 308, Monticello, Utah 84535, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described tract of land situated in the County of San Juan, State of Utah, described as follows:

A tract of land within the SW1/4 of Section 25, Township 33 South, Range 23 East, SLB&M, more particularly described as follows:

Beginning at a point on the 1/16 line located N 00°07'14" W 420.00 feet from the W1/16 corner on the South line of said Section 25 and considering the bearing of the line between the Southwest corner and the Northwest corner of said Section 25 to be N 00°01'00" W; thence N 00°07'14" W 379.48 feet along the 1/16 line, thence S 89°35'18" E 481.64 feet, thence S 00°23'13" E 120.30 feet, thence N 89°37'47" E 150.51 feet, thence S 00°12'11" E 12.50 feet to the East-West 1/64 line, thence N 89°38'48" E 27.18 feet along the East-West 1/64 line to the North-South 1/64 line, thence S 00°13'29" E 240.49 feet along the 1/64 line, thence S 89°39'48" W 660.33 feet to the point of beginning.

Part of Parcel No. A33230256607

WITNESS the hand of GRANTOR this ____ day of _____, 2024.

SAN JUAN COUNTY

Jamie Harvey, Chairman Board of Commissioners

ATTEST:

Lyman Duncan, County Clerk

STATE OF UTAH)
 : ss.
 County of San Juan)

On this ____ day of _____, 2024, before me _____,
 a notary public, personally appeared Jamie Harvey, and Lyman Duncan, proved on the basis of
 satisfactory evidence to be the persons whose name is subscribed to in this Special Warranty
 Deed and acknowledged he executed the same on behalf of San Juan County in his capacity as
 Chairman of the Board of Commissioners and County Clerk, respectively.

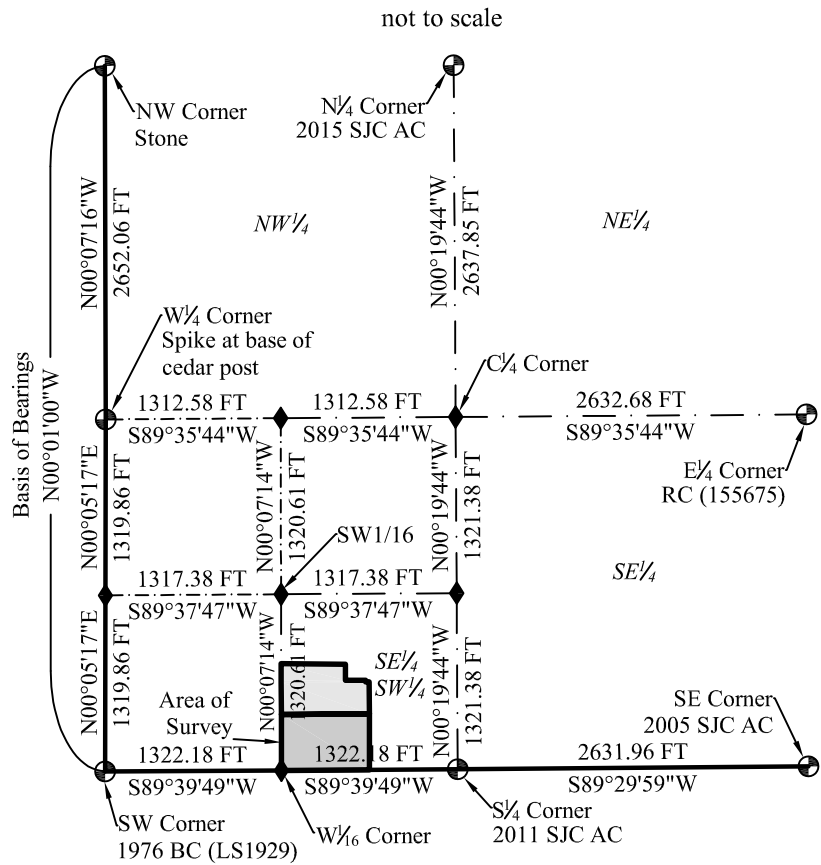
 Notary Public
 Residing at _____

My Commission Expires:

SJC.SJHEALTH.QCD

Boundary Line Adjustment for
San Juan County and San Juan Health Service District
Within the SE¼ SW¼ of Section 25, T33S, R23E, SLB&M

Section 25 Diagram



Narrative

The purpose of this survey was to adjust the boundary of the San Juan County Tracts (T2-81, 218-297) and prepare the respective resultant descriptions. The basis of bearings for this survey is N00°01'00"W between the southwest corner and northwest corner of Section 25, Township 33 South, Range 23 East, SLB&M. This is in accordance with the bearing for the same line per the 1902 GLO survey, as well as other private surveys in the area.

Notes

1. The Board of Education of the San Juan County School District Tract (989-809) was aligned with the north line of the NW¼ SE¼ SW¼ and the other parcels as called for in the record instrument (989-809). This placed the south line as shown hereon. Tract "A" was aligned with this School District Tract.
2. The San Juan County Tract (T2-81) was surveyed as an aliquot part (SW¼ SE¼ SW¼). San Juan County Tract 218-297 had some gaps per the record description. At the advice of legal counsel, these gaps were closed with the creation of Tract "A" as shown hereon.

Surveyor's Certificate

I Brad D. Bunker, Professional Utah Land Surveyor, Number 4769309, hold a license in accordance with Title 58, Chapter 22, Professional Engineers and Land Surveyors Licensing Act. This survey has been completed under my direction for the property described hereon in accordance with section 17-23-17. I hereby certify all prepared descriptions and measurements are correct. Monuments will not be se as part of this survey. I also certify that this record of survey has been prepared under my direction at the request of Clayton Holt.

3/27/24
Brad D. Bunker Utah P.L.S. #4769309 Date

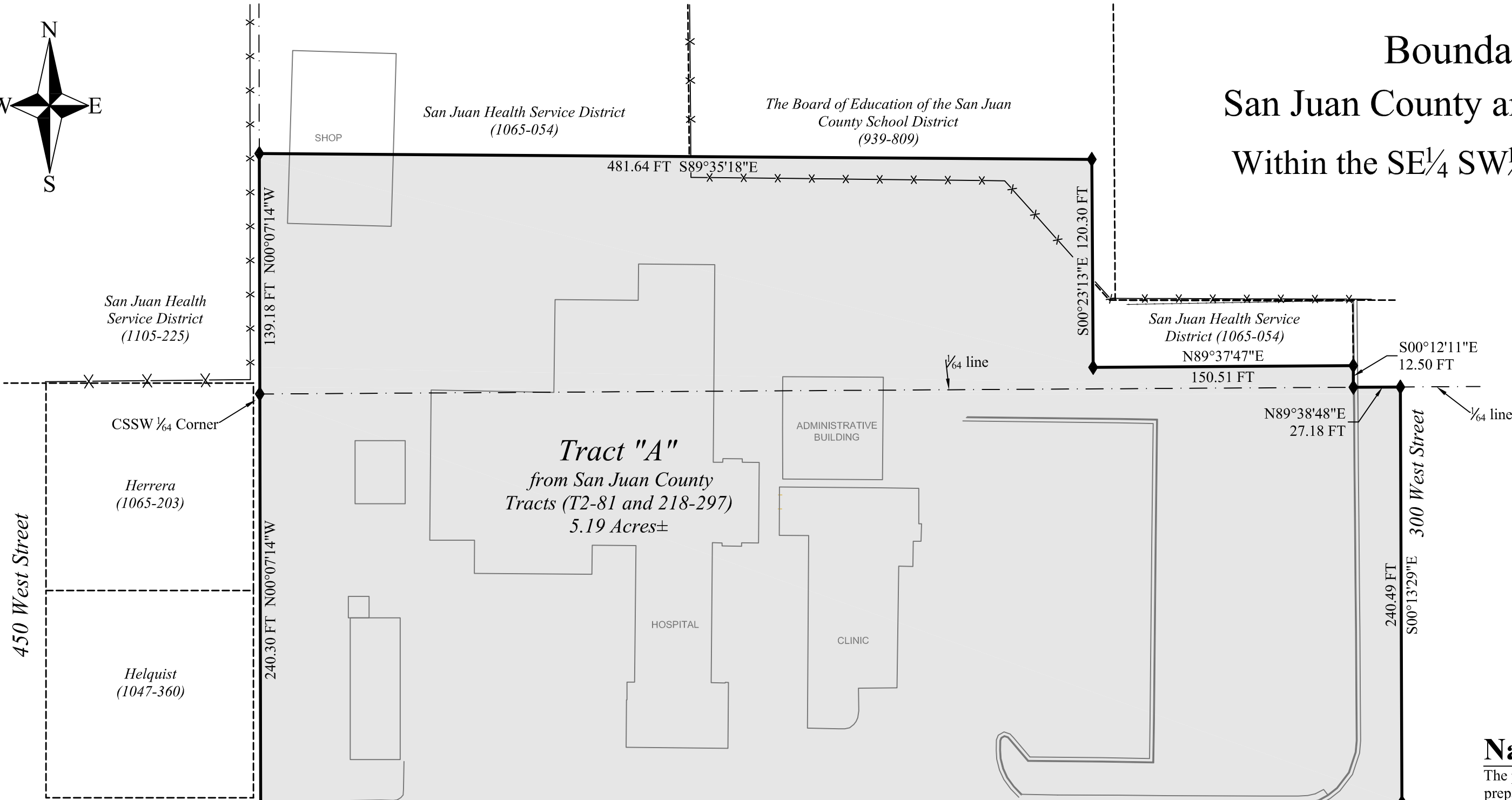
Boundary Line Adjustment for
San Juan County and San Juan Health Service District
Within the SE¼ SW¼ of Section 25, T33S, R23E, SLB&M

Bunker Engineering, LLC

965 South Creek Road, Monticello, UT 84535
P.O. Box 432, Monticello, UT 84535 (435) 459-9152

Date: March 2024 Drawn By: B.D. Bunker Scale: 1" = 60' Sheet: 1 of 1

Drawing Name: Survey Reference Number: BE1379



Legend

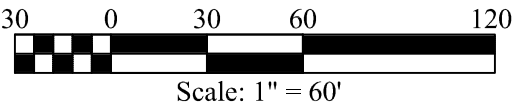
- Found section monument as labeled
- Calculated corner location (not set)
- Fence
- Adjoining parcel
- Section subdivision line
- Curb and Gutter

Descriptions

Tract "A"
A tract of land within the SW¼ of Section 25, Township 33 South, Range 23 East, SLB&M, County of San Juan, State of Utah, more particularly described as follows;
Beginning at a point on the ¼ line located N00°07'14"W 420.00 feet from the W¼ corner on the south line of said Section 25 and considering the bearing of the line between the southwest corner and the northwest corner of said Section 25 to be N00°01'00"W; thence N00°07'14"W 379.48 feet along the ¼ line, thence S89°35'18"E 481.64 feet, thence S00°23'13"E 120.30 feet, thence N89°37'47"E 150.51 feet, thence S00°12'11"E 12.50 feet to the ¼ line, thence N89°38'48"E 27.18 feet along the ¼ line to the ¼ line, thence S00°13'29"E 240.49 feet along the ¼ line, thence S89°39'48"W 660.33 feet to the point of beginning, containing 5.19 acres more or less.

Tract "B"
A tract of land within the SW¼ of Section 25, Township 33 South, Range 23 East, SLB&M, County of San Juan, State of Utah, more particularly described as follows;
Beginning at the W¼ corner on the south line of said Section 25 and considering the bearing of the line between the southwest corner and the northwest corner of said Section 25 to be N00°01'00"W; thence N00°07'14"W 420.00 feet along the ¼ line, thence N89°39'48"E 660.33 feet to the ¼ line, thence S00°13'29"E 420.00 feet along said ¼ line to the EW¼ corner, thence S89°39'49"W 661.09 feet along the section line to the point of beginning, containing 6.37 acres more or less.

W¼ Corner Section 25
Point of Beginning Tract "B"
1322.18 FT
S89°39'49"W
SW Corner Section 25
1976 BC (LS1929)



STATE OF UTAH

CONTRACT

CONTRACT #152306 AMENDMENT # 9

Vendor #	22718A	CommCd	00000
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TO BE ATTACHED TO AND MADE PART OF the above numbered contract by and between the State of Utah, Administrative Office of the Courts, referred to as State and San Juan County Sheriff.

THE PARTIES AGREE TO THE CONTRACT AS FOLLOWS:

1. Contract period: 07/01/24 Effective Date
06/30/25 Termination Date unless terminated early or extended in accordance with the terms and conditions of this contract.

Renewal options: Unlimited (they are required by statute to provide these services). All payments under this contract will be completed within 90 days after the Termination Date.

2. **Contract amount:**

	Hrs Allotted	Hrly Rate	Contract Amt	Total
Bailiff Security	471	\$28.77	\$13,550.67	
Perimeter Security	392	\$28.77	\$11,277.84	\$24,828.51

3. **Attachment A: Terms & Conditions**

Attachment B: Scope of Work

Attachment C: Sample Invoice *(removed); (inserted) Payment*

4. **Contact Information:**

Courts: Seventh District & Juvenile Court
 Attn: Travis Erickson
 Addr: 120 East Main Street
 City/Zip: Price 84501
 Phone: 435 636-3400
 E-mail: travise@utcourts.gov

County: San Juan County Sheriff
 Attn: Lehi Lacy
 Addr: 297 Main Street
 City/Zip: Monticello 84535
 Phone: 435 587-2237
 E-mail: llacy@sanjuancounty.org

IN WITNESS WHEREOF, the parties sign and cause the contract to be executed.

COUNTY

AOC

 County Commission

 Court Security Director or AOC Designee

 County Sheriff

 District Court Executive

 County Attorney

 Juvenile Court Executive

Keisa Williams 5/8/24

 Court Counsel

 Availability of Funds

 State Division of Finance

LEGAL STATUS OF CONTRACTOR

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

ATTACHMENT A: TERMS AND CONDITIONS – Bailiff and Security Contracts

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 11-13-101 commonly referred to as the Inter-local Cooperation Act, 17-22-2, 17-22-27 and UC78A-2-602.
2. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
3. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
4. **TERMINATION:** This contract may be terminated in advance of the specified expiration date, by either party, upon ninety (90) days written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. Termination shall not affect the rights and duties of either party as may be required by law.
5. **NONAPPROPRIATION OF FUNDS:** The provision of this contract placing an obligation upon the State to compensate the Sheriff for services is contingent upon, and limited to the extent that, funds are appropriated and available for this purpose by the Legislature. The State will actively seek adequate funding from the Legislature to fulfill the obligations of this contract. In the event that funds are not appropriated or otherwise available to honor the terms of this contract, the State may renegotiate the agreement or may terminate the agreement without penalty upon 30 days written notice to the Sheriff.
6. **INDEMNIFICATION:** The State shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of State employees in connection with the performance of this contract. The County shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of the County in connection with the performance of this Contract. Each party shall indemnify and hold the other free and harmless from all claims that arise as a result of the negligence or fault of the other, its officers, agents and employees. The obligation of a party to indemnify the other pursuant to any provision of this agreement is subject to the terms and conditions of the Governmental Immunity Act of Utah, UCA 63G-7-101*et.seq.*, including, but not limited to, the liability limits contained therein.
7. **EMPLOYMENT STATUS:** All persons performing duties under the terms of this Contract shall be County employees and shall have no right to any state pension, civil service, workers' compensation, unemployment or any other state benefit for services provided hereunder. The County will have full supervision authority, subject to the Scope of Work, over all persons employed to carry out the requirements of this Contract.
8. **PAYMENT:** Payments are normally made within 30 days following the date a correct invoice is received. All invoices must be submitted in an approved format.
9. **COMPENSATION:** The compensation paid by the State to the County pursuant to this Agreement shall be used only for the services provided pursuant to the Agreement, and County shall not have the authority or right to use such funds for other purposes. The State shall compensate the County for salary and benefits of sworn officers in conformance with the provisions of Sections 17-22-2, 17-22-23, 17-22-27 and UC78A-2-602, and Rule 3-414 of the Code of Judicial Administration. This agreement shall not serve to compensate County for costs related to security administration, supervision, travel, equipment and training.
10. **EQUIPMENT:** The equipment used by County personnel shall be provided and maintained by the County except for elements of the security systems (i.e. magnetometers, surveillance and other monitoring devices) provided by the State.

11. **NOTICE:** The Sheriff shall respond to a request for assistance with additional law enforcement personnel and services, without compensation, upon the occurrence of a breach of peace or when a security problem is anticipated.

12. **PROBLEM RESOLUTION:** The State's designated representative or representatives shall have the right, upon request, to meet and confer with the Sheriff, and/or his designated contract representatives, to discuss any problems arising from the Sheriff's performance or the individual deputies performing services under this Agreement, the costs for future periods under this contract, or any other issues related to this contract.

13. **CONTINUITY OF COURT OPERATIONS:** The Sheriff shall continue to provide bailiff and security services to the State if a natural disaster or other disruption forces the Court to modify its operations or convene at an alternate site(s) within the County.

14. **SECURITY INCIDENT REPORTING:** The Sheriff shall report all breaches of security, criminal acts, or threats to the Court or court personnel to the Local Security Coordinator. Such incidents include, but are not limited to: threats, suspicious incidents, vandalism, theft/burglary/robbery, medical assists and assaults. The Sheriff further agrees to provide a written report of the incident to the Local Security Coordinator on the Sheriff's standard departmental report form or on a Court Security Incident form provided by the local Security Coordinator. This will be completed as soon as is reasonably possible after the incident.

15. **SECURITY REVIEWS:** The Sheriff will cooperate with the Court Security Director and Court Facilities Manager in conducting periodic court security reviews to determine compliance with physical and procedural security standards and will assist in correcting any deficiencies identified. To the extent possible, the Sheriff will implement the standards set forth in the Model Post Orders document (as applicable) dated March, 2014, and provided by the Courts.

16. **TRAINING:** The Sheriff agrees to send bailiffs and court security officers to the 16 hours of basic court security training provided free-of-charge by the Court, as soon as possible after their appointment.

17. **ENTIRE CONTRACT:** This Contract, including all Attachments and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

Revised (01/10/2024)

ATTACHMENT B: SCOPE OF WORK**Bailiff Services:**

A. County shall assign such law enforcement or special function officers as bailiffs in each courtroom when court is in session in the Seventh District, District and Juvenile Courts in San Juan County.

B. County and AOC through their designees shall coordinate the staffing, scheduling and service levels at the various court locations with the goal of promoting efficiency and quality. The County is hiring authority for all officers assigned under this contract; however, the appointment or reassignment of a courtroom bailiff is subject to the concurrence of the judges with whom the bailiff will work/works.

Security Service:

Sheriff agrees to provide court security services and such other duties as may be required by law for the Seventh District, District and Juvenile Courts in San Juan County. The Sheriff agrees to provide sufficient security staff of qualified law enforcement officers to provide security according to the Court Security Plan. Court security services will be provided from Monday through Friday of each week, excepting legal holidays or other days the court is closed, as scheduled.

Court Security Plan:

In accordance with Rule 3-414, *Utah Code of Judicial Administration*, the court executive in consultation with the Sheriff, has developed a court security plan. The plan outlines the responsibilities of the Sheriff and a written copy of that plan has been provided to the Sheriff. The Court Security Plan is hereby incorporated by reference into this contract.

Revised (01/10/2024)

ATTACHMENT C: PAYMENT

1. The AOC agrees to pay to the County the annual amounts listed on page 1 of this amendment #8, not to exceed the total contract amount.
2. The County will invoice the AOC once every month, within 30 days after the end of the month; however, the last invoice for the fiscal year will be due no later than July 10.
3. The invoice will contain the total hours of Bailiff and Perimeter security hours provided.
4. Any invoice submitted in connection with this agreement shall be sent (USPS or electronically) to the Contact Information for Courts listed on page 1 or as below.

Courts: Seventh District & Juvenile Court

Attn: Travis Erickson

Addr: 149 East 100 South

City/Zip: Price 84501

Phone: 435 636-3400

E-mail: travise@utcourts.gov

Revised (01/10/2024)

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-66735-1

3/22/2024 12:07 PM

5/21/2024

Client:

San Juan County UT - CivicEngage

Bill To:

San Juan County UT - CivicEngage

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
				Net 30

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Premium Web Open Subscription	Premium Web Open Subscription

Total Investment - Initial Term	USD 2,310.00
Annual Recurring Services (Subject to Uplift)	USD 2,310.00

Initial Term	8/4/2023 - 8/3/2024, Renewal Term 8/4 each calendar year
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Name:

Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



SAN JUAN COUNTY COMMISSION

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

Via Electronic Mail

May 21, 2024

Tri-Hurst Construction
Joe Hurst, President
377 West 300 South
Blanding, Utah 84511

Re: Notice of Award and Intent to Negotiate a Contract (San Juan County Construction Services for American Rescue Plan Act Funds)

You are hereby notified that the Board of San Juan County Commissioners has found that your response to the Request for Qualifications, issued on April 17, 2024, for the contracted services to act as the Construction Services for funds and projects related to the American Rescue Plan Act Funds for the County has been accepted.

Based on the response to the Request for Qualifications, Tri-Hurst Construction is the apparent most responsive and responsible proposal. The Board of San Juan County Commissioners has authorized the award of a future negotiated contract based upon the proposal and negotiated fees for these services.

San Juan County will prepare a contract regarding this subject matter for your review and signature. Upon approval of the contract by the Board of San Juan County Commissioners you will be notified when to begin providing these services for San Juan County.

SAN JUAN COUNTY

Jamie Harvey, Chair
San Juan County Commission

ATTEST:

Lyman Duncan
San Juan County Clerk/Auditor

ACCEPTANCE OF NOTICE

Receipt this day of the *Notice of Award* authorized by the Board of San Juan County Commissioners upon your proposal to perform the contracted services to act as the Construction Services Provider for the San Juan County American Rescue Plan Act funds meeting the qualifications outlined in the Request for Qualifications issued on April 17, 2024, and received on May 3, 2024, is hereby accepted and acknowledged.

Tri-Hurst Construction
Contractor

By: _____

Title: _____

Date: _____

Statement of Qualifications



San Juan County Construction Services



TRI-HURST CONSTRUCTION

Introduction

3 May 2024

We appreciate the opportunity to submit this Statement of Qualifications for Construction Services to San Juan County.

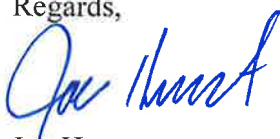
Tri-Hurst is a local firm that had its beginnings in, and continues to be focused on projects in San Juan County. Because we are a local company, we always strive to provide quality construction services to the immediate area. This is our home and we have a vested interest in its growth.

We have completed many project throughout the county from Monument Valley, to Montezuma Creek, Bluff, Blanding, Monticello and La Sal. Projects have ranged from new buildings on undeveloped sites, to additions and remodels to existing buildings.

Our decades of experience working in rural Utah gives us a unique perspective of what is required to work in remote locations with limited resources. We take pride that our company is comprised of a diverse workforce of different ethnicities, talents, and abilities. Working together we have combined our individual talents in successfully completing many challenging projects. We feel we can be a great asset to San Juan County as we are given further opportunities to be of service.

We appreciate your consideration as you review this proposal.

Regards,



Joe Hurst
President
377 West 300 South
Blanding, UT 84511
435-678-2766 O
435-459-1594 C
www.tri-hurstconstruction.com

Tri-Hurst Construction had its founding in 1963 as a cabinet shop and residential builder. In 1976, the business focus transitioned to almost entirely commercial work, which continues today. The business was incorporated in 1987. With its headquarters in Blanding, its primary market has been almost exclusively in San Juan County and throughout the Navajo Reservation. This has given us extensive experience in building in rural and isolated areas.

Our experience includes schools, churches, office buildings, retail buildings, medical facilities, warehouses, and maintenance buildings, to name a few. A few of our clients are San Juan School District, San Juan County, DFCM, USU, U of U, Department of the Interior, Utah Navajo Health System, The Church of Jesus Christ of Latter-day Saints, San Juan Health Services, Desert Rivers Credit Union, Blue Mountain Hospital, Monticello City, and Blanding City.

Tri-Hurst holds B100 and S260 licenses from the State of Utah. License #249359-5501

We carry a AAA Bond Rating with capacity to bond projects up to \$15,000,000.

We have the resources to start and complete projects as requested by the clients for whom we work. The satisfaction of our clients is of prime importance to us.

Relevant Project Highlights



Bluff Fire Station
Completed in 2006



Monument Valley Fire Station
Completed in 2007



La Sal Senior Center
Completed in 2008



Mexican Hat Fire and Maintenance Building
Completed in 2009



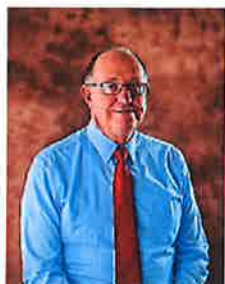
Blanding Senior Center
Completed in 2019



SJC Admin Building Elevator
Completed in 2018

Team Members

Joe Hurst has been a part of the organization beginning as a small boy in 1963. His entire adult career since 1979 has been with this company, beginning as a carpenter, concrete finisher, foreman, superintendent, project manager, and estimator. He became President of the corporation in 1998 and retained sole ownership in 2005. He remains an active part of all aspects of the company.



Hans Hurst joined the company almost as early in his life as Joe, but started full time in 2020. He came to us with a Bachelor's Degree in Construction Management and 2 years of experience as a Project Manager for Sky View Excavation out of Morgan, Utah.



Since joining the company, Hans has had oversight of several projects that are out of the ordinary and unusual. We have come to refer to him, unofficially, as our special projects director. He brings new perspectives to the company that enable us to enter new realms of the construction world.

He is slated to assume ownership of the company in 2025.

Wendy Johnstun joined the firm in 2016 as the office manager. Since joining the firm she has earned a Bachelor's Degree in accounting and had extensive additional training relating to construction accounting, in particular. She has been the CFO since 2021. She brings to the team an astute mind for budgeting, cost control, and project related accounting including A/R, A/P, job costing, WIP reporting, and project closeout. She also keeps a close eye on the financial strength of the business through financial reporting.



Joe Liberty, came into the firm in early 2023 as a project manager. He comes to us with 4 years' experience with the Army Corps of Engineers and 22 years with BMS Cat, a firm out of Ft. Worth, Texas. In his time with BMS Cat, he specialized in managing disaster recovery projects nationwide. Most notably he managed \$100M worth of recovery work in the aftermath of the Hurricane Katrina disaster, from New Orleans to Key West. He has an excellent sense of project management including budgeting, schedule coordination, and project documentation. He also holds numerous certifications relating to his position.



Steve Robinson has been a project superintendent for Tri-Hurst since 2016. His many years of experience make him a valuable asset in managing our projects



Chas Jacobsen joined our organization in 2023 as a project superintendent. He has proven his abilities to manage and complete challenging projects.



In addition to these key team members we have other employees with skills that will benefit the project. We have in-house capability to do GPS and Total Station layout. We have great crew foremen who direct our self-performed work crews. We have excellent concrete craftsmen, iron workers, framers, and finish carpenters. In addition, we have an exceptional support team that provides mobilization/demobilization services, material procurement and delivery, and equipment repair and maintenance. We have a second-to-none HR manager in Launa Armstrong. As is noted elsewhere in this document, a large percentage of our employees are Navajos.

COOPERATIVE AGENCY AGREEMENT

THIS AGREEMENT by and between the Aeronautical Operations Division of the State of Utah, Utah Department of Transportation, hereinafter called the "Division", and **San Juan County**, hereinafter called the "Sponsor",

WITNESSETH:

WHEREAS, the Sponsor, with the approval of the Division, intends to apply for Federal Funds in aid of an airport project under the "FAA Reauthorization Act of 2018"; and

WHEREAS, under the provisions of Utah Title 72, Chapter 10, Part 3, Federal Airport Funds Act, as amended, the Sponsor appoints the Division its agent for the purpose therein stated,

NOW, THEREFORE, it is agreed by the respective parties: The Sponsor appoints the Division as agent for the Sponsor and the Division agrees to act as agent of the Sponsor for the purpose of accepting, receiving, and receipting for, and disbursing Federal monies and other public monies other than those of the Sponsor made available to finance in whole or in part the planning, construction, and improvement of the **Halls Crossing – Cal Black Airport** in connection with airport project No. **3-49-0055-021-2024**;

Relocate & Replace AWOS and Replace Rotating Beacons

Federal regulations require the Utah Department of Transportation to insure audit coverage of all federal funds passing through the Department to other agencies, the Sponsor agrees to provide the Department with an audit report in conformance with the United States General Accounting Office Standards for Audit of Governmental Organizations, Programs, Activities, and Functions; Guidelines for Financial and Compliance Audits for Federally Assisted Programs; Office of Management and Budget Circular A-133, and compliance supplements approved by the Office of Management and Budget. Audit reports in compliance with the above regulations are required for any fiscal year during which costs covered by this agreement are incurred. The audit reports are to be submitted to

the Utah Department of Transportation, Office of Internal Audit, 4501 South 2700 West, Salt Lake City, Utah 84119-5998, within 180 days (6 months) of the close of the fiscal year.

The Division does hereby acknowledge its approval of the Federal Aid for the improvement of the airport. Upon receipt of federal funds under this agreement, the Division shall deposit said funds with the State Treasurer from which a state warrant will be issued to the sponsor.

The sponsor shall process and submit to the Division for its approval and/or execution all proper documents, including the project application, plan set, specifications, applications for payment and project completion documentation.

This Agreement shall remain in full force and effect until the present project for the airport development under the "FAA Reauthorization Act of 2018" herein before referred to shall have been either substantially accomplished or abandoned by the Sponsor. It shall not apply to any subsequent or additional projects, nor to any program for development in which the United States does not participate financially.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals.

Authorized Official (Date)

State of Utah
Department of Transportation
Aeronautical Operations Division

Attest:

Director

Attest:

Recorder
(Seal)

Division of Aeronautics



COMMISSION STAFF REPORT

MEETING DATE: May 21, 2024

ITEM TITLE, PRESENTER: Consideration and Approval for the Contracted Services Contract to act as the Construction Management/General Contractor Services (CM/GC) for the Pack Creek Emergency Watershed Protection Projects Between San Juan County and Redoubt Restoration, Inc. Mack McDonald, Chief Administrative Officer

RECOMMENDATION: Make a Motion approving the Agreement

SUMMARY

San Juan County received two proposals for the contracted services to act as the Construction Management/General Contractor Services (CM/GC) for the Pack Creek Emergency Watershed Protection Projects. One of the proposals failed to provide all of the required proposal submission requirements but was still evaluated for responsiveness. One preference that the proposal had was experience working with Cities, Counties and NRCS for river restoration projects throughout the state. A review committee was formed to review the proposals. Redoubt Restoration, Inc was the apparent most responsive and responsible proposal.

Total Cost proposed is below the Fixed Limit Construction Cost of \$1,067,500 based on previous cost estimates minus a contingency. This amount will be adjusted prior to the issuance of a Notice to Proceed.

With the finalization of this Agreement, San Juan County can work with the Contractor through the Construction Management process of finalizing costs with the Contractor and to review and solidify project aspects throughout the area and refine cost estimates working towards finalization of the General Services portion of the Agreement. This project is in coordination with the Department of Agriculture's Natural Resources Conservation Services (NRCS) which was a part of the emergency grant funding providing the bulk of funding for the project. There is required a local match and County sponsorship of the project. Participation at the local level will be provided through fees associated and assessed through the Pack Creek Water Company.

CONTRACTOR’S AGREEMENT

(Construction Manager/General Contractor)

This Contractor’s Agreement (this “Agreement”) is made and entered into by and between San Juan (“County”) and Redoubt Restoration, Inc (“CM/GC”). County and CM/GC may be collectively referred to as the “Parties” in this Agreement. Capitalized terms in this Agreement, which are not specifically defined in this Agreement, shall have the meaning set forth in the General Conditions, which is executed by the Parties in conjunction with this Agreement and which is incorporated into this Agreement by this reference (the “General Conditions”), except as specifically modified by this Agreement.

Whereas, County desires to construct multiple flood mitigation projects referenced in the Request for Proposal relating to the Pack Creek Emergency Watershed Protection Projects for the County (the “Project”); and

Whereas, County issued a Request for Proposals relating to the Project on March 13, 2024 (a copy of which is attached as Attachment A) (the “RFP”), whereby County solicited proposals from construction managers/general contractors to provide preconstruction services, including finalization of the designs, and construction services for the Project; and

Whereas, CM/GC submitted a proposal to County in response to the RFP (a copy of which is attached as Attachment B) (the “Proposal”); and

Whereas, County evaluated the Proposal as well as other proposals submitted to County consistent with the RFP and County’s policies and procedures, and on April 16, 2024 issued a notice of intent to engage in contract negotiations with CM/GC; and

Whereas, CM/GC represents and warrants to County both herein and through the Proposal that it is a qualified construction manager and general contractor licensed to engage in such business in the State of Utah and able and competent to undertake and complete the Project; and

Whereas, CM/GC is desirous of entering into this Agreement and undertaking and completing the Project for County under the terms and provisions of this Agreement and the Contract Documents.

NOW, based upon the foregoing and for and in consideration of the mutual conditions and covenants contained herein, the Parties hereby agree as follows:

1. CM/GC’s Service and Responsibilities.

A. CM/GC accepts the relationship of trust and confidence established by this Agreement and covenants with County as follows:

- 1) To cooperate with County, the Department of Agriculture’s Natural Resources Conservation Services (“NRCS”), the Pack Creek Water Company, and private property owners (“Owner”) within the Pack Creek Area;
- 2) To use CM/GC's best skills, efforts and judgments in furthering the interest of County;
- 3) To furnish efficient business administration and supervision;

- 4) To furnish at all times an adequate supply of workers, the appropriate materials and equipment, and perform the Work in the best and most expeditious and economic manner in accordance with the Contract Documents; and
- 5) That the Work shall be subject to inspection by and approval of County or its authorized representative.
- B. In performing its obligations hereunder, CM/GC shall be deemed an independent contractor and not an agent or employee of County. CM/GC shall have exclusive authority to manage, direct, and control the Work, all of which must meet the Contract Documents.
- C. The term "CM/GC" as used in this Agreement is deemed to include all the duties of a general contractor, including those described by the term "Contractor" in the General Conditions as well as the professional services of a business, administrative and management consultant to County, including all budget, scheduling, quality, safety and all other services related to assuring compliance with this Agreement and the Contract Documents. It is intended that this Agreement not reiterate all the applicable provisions of the General Conditions and the fact that some provisions are reiterated herein does not lessen the importance of the provisions that are not so reiterated.
- D. The standard of care for the Work under this Agreement and the Contract Documents shall be as follows: CM/GC and all those for whom CM/GC is liable at any tier shall exercise the degree of skill and diligence as is exercised by licensed members of their respective professions having substantial experience providing similar services on projects similar in type, magnitude and complexity to the Project. CM/GC shall be liable to County, less any "betterment" obtained by Owner, for all Owner costs, damages, claims, liabilities, additional burdens, judgments, fines, penalties, damages, demolition, removal or modification of Work, any Owner delay damages, increased material costs, or third-party claims (e.g. an Engineering claim against County), to the extent caused by acts, failure to act, negligence, errors or omissions that do not meet this standard of care. This standard of care may be further modified by the Contract Documents. Owner reserves the right to deduct from any payment otherwise due under this Agreement and/or the Contract Documents, the amount related to any Owner costs, damages, claims, liabilities, additional burdens, judgments, fines, penalties, damages, demolition, removal or modification of Work, any Engineering or Owner delay damages, increased material costs, or third-party claims.

2. **Fixed Limit of Construction Costs and Basis of Compensation.**

- A. The Fixed Limit of Construction Costs for the Project is \$1,067,500 (the "FLCC"), which includes CM/GC's fees. The FLCC may only be increased in advance and in writing by County.
- B. The scope of Work, including CM/GC services, must at all times be within the FLCC. County, NRCS, or Pack Creek Water Company shall not be liable to CM/GC for any amount over the FLCC. The FLCC as stated herein may be modified in writing and in advance by County or as a result of the entitlement of CM/GC for additional monies in accordance with the procedures and substantive requirements of the General Conditions and Contract Documents.
- C. By executing this Agreement, and at the time of submittal of each GMP proposal, CM/GC agrees that the FLCC is a reasonable limit for the total cost of the Project.

D. For Work, including services, performed during the preconstruction phase of the Project, CM/GC will be compensated up to \$5,000. This shall include the cost of all labor, salaries, travel as well as consumable materials required during the preconstruction phase of the Project. This compensation shall include insurance, benefits, employment taxes, overhead and profit.

E. Construction Phase Compensation.

1) CM/GC's construction management fee for the Work performed during the entire construction phase, including punch list completion, is a lump sum of 3.85% of the FLCC (\$4,500,000.00 x 3.85% = \$41,098.75). This includes the cost outlined in any management plan submitted by CM/GC.

a) This construction management fee includes overhead, profit for the entire job and personnel who will be managing the project during bidding, construction and closeout, including the warranty period. This fee also includes employment taxes, insurance, workers compensation, as well as salaries and benefits for all personnel that are not identified in Section 2.E.3 below.

b) This construction management fee does not include general conditions or the monthly supervision cost described below. As used in this Agreement, "general conditions" means temporary construction costs directly related to the Work.

c) This construction management fee is subject to modification by County only as the scope of the work changes, and can be adjusted appropriately as the scope of work changes affect the size and/or duration of the Project.

d) Following the establishment of the Guaranteed Maximum Price ("GMP"), CM/GC change order markup, described in Section 6.B.7 below, will compensate CM/GC for the additional overhead and profit associated with a change in scope of Work; however, a decrease in scope of Work and Contract Time prior to or after the establishment of the GMP, shall result in a decrease in the amount of CM/GC's construction management fee, at the effective percentage rate established in the Proposal, prorated for the amount of Contract Time that is reduced from the original schedule. Similarly, an increase to the scope of Work prior to the establishment of the GMP shall result in an increase in the amount of CM/GC construction management fee at the effective percentage rate established in the Proposal, prorated for the amount of the Contract Time that is added to the original schedule.

CM/GC's construction management fee shall not be increased due to an increase in cost of material, labor, general conditions or site supervision.

2) Compensation for the following items is deemed already included in CM/GC's construction management fee and not subject to any additional payment beyond said fee by County:

a) Costs, losses and expenses, including legal and consultant expenses, to the extent they have resulted from the act, fault or negligence of CM/GC, Subcontractor, Sub-subcontractor or supplier at any tier or anyone for whom CM/GC may be liable, including any loss or expense related to securing the property as required by this Agreement or to prevent injury to persons, the correction of defective or nonconforming Work, disposal of materials and equipment wrongly supplied, or making good any damage to property.

b) All expenses related to maintaining and operating CM/GC's principal and branch offices.

- c) Any part of CM/GC's capital expenses, including interest on CM/GC's capital employed for the Work.
 - d) Overhead or general expenses of any kind, except as may be expressly included in Section 3 of this Agreement.
 - e) Food and refreshments for construction meetings or in association with the Project, unless approved in writing and in advance by County based on a showing of benefit to the Project.
 - f) Incentive awards of any kind, unless approved in writing and in advance by County based on a showing of benefit to the Project.
 - g) Training costs either associated or not associated with the Project, unless approved in writing and in advance by County based on a showing of benefit to the Project.
- 3) The following items, while not part of CM/GC's construction management fee, are to be included in any GMP proposal or approved GMP:
- a) If County authorizes CM/GC to self-perform portions of the Work, said Work shall be compensated as a cost of the Work and reimbursed at actual cost incurred based on documentation (direct personnel expense, including labor, materials, equipment, etc.) plus a fixed negotiated fee that shall not exceed 5% of the cost of said Work.
 - i. Self-performed work eligible for payment shall only include labor, materials, and equipment provided directly by CM/GC and not by Subcontractor, Sub-subcontractor or supplier at any tier.
 - ii. Self-performed work eligible for payment shall not include items furnished by CM/GC as a general conditions item.
 - b) CM/GC shall be compensated for general conditions and reimbursed for general condition costs but to not exceed an amount to increase overall GMP. General conditions include such items, to the extent used on the Project, as: construction trailer, office equipment, computers, phones, temporary toilets, and safety precautions including site items such as cost of debris removal, fencing, security and similar items. In order to qualify as a general conditions cost, such item must be necessary for the construction of the Project.
 - i. Rental rates for all necessary machinery and equipment, exclusive of hand tools, used at the site of the Work, whether rented from CM/GC or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs thereof, shall be at rental charges at actual cost. If the equipment is owned by CM/GC, then the rental rate shall not exceed the demonstrated cost of ownership by CM/GC for the applicable time period. Other than hand tools with a value under \$100, equipment that is necessary to be purchased for use on the Project by CM/GC shall first be approved in writing by County. Following the completed use, CM/GC may retain ownership of the equipment upon credit of remaining market value compensated to County, otherwise County shall retain ownership.
 - ii. Large cranes, temporary construction utilities (e.g. water, gas and/or power), and weather conditions (winter protection) are excluded from the general conditions fee.

- c) Actual payments made by CM/GC to Subcontractor for Work performed pursuant to subcontracts properly entered into under this Agreement.
- d) Sales, use or similar taxes related to the Work and for which CM/GC is liable and imposed by any governmental authority.
- e) Actual cost of premiums for insurance, which CM/GC is required by the Contract Documents to purchase and maintain based on the amount of the approved GMP.
- f) Actual cost of payment and performance bonds based on the amount of the approved GMP.

3. Construction Cost.

- A. Construction cost shall be the total of the following for the entire Project: the preconstruction phase payment by County to CM/GC, the cost of separate subcontracts, the cost of self-performed Work, the CM/GC's construction management fee, eligible supervision costs, eligible general conditions, allowed use of CM/GC's Contingency, as well as payment and performance bond costs.
- B. Construction cost does not include the compensation of the NRCS Engineering and its consultants, or the cost of inspections or testing provided for by County.
- C. The cost estimate provided by CM/GC shall be consistent with the standard of care in the industry for a project of similar magnitude and complexity. If it is reasonably determined by County that CM/GC breached this standard of care in providing budget and/or cost estimates, County reserves the right to seek all available appropriate remedies from CM/GC.
- D. If the final costs of the Project are less than or equal to the final approved FLCC, then CM/GC shall be entitled to 30% of the savings between the final approved GMP and the final costs, or \$100,000.00, whichever is less, and the balance shall belong to the NRCS funding sources. For purposes of this subsection, changes to the final GMP that are the responsibility of County and NRCS (e.g. County initiated scope changes, unforeseen conditions and design error/ omissions) under the Contract Documents, shall not affect CM/GC's entitlement to share in the savings herein.
- E. CM/GC and County shall include an estimating contingency in its cost estimate for undefined design. The County shall continue to reduce this estimating contingency as the design becomes more defined and ultimately shall be eliminated.
- F. Prior to any construction, CM/GC shall submit a GMP proposal for a specific scope of Work, including services, for each individual project within the overall Project award to County, and have it approved by County, NRCS and the Pack Creek Water Company. Notwithstanding any other provision of this Agreement, CM/GC guarantees that the construction cost for the agreed to scope of Work will not exceed the GMP for that scopes of Work. The GMP may only be increased by a Change Order for circumstances described in Article 7 of the General Conditions. CM/GC's GMP proposal shall include the CM/GC's Contingency of up to 2% of the total cost of the proposed scope of Work, including eligible general conditions, CM/GC's construction management fee, supervision cost, bond and insurance. If there is to be more than one bid package from sub-contractors, the GMP proposal must be calculated by CM/GC in order to ensure that the completion of all bid packages and future anticipated increases in the GMP will not exceed the FLCC.
 - 1) Any use of Contingency shall be based on a documented proposal by Contractor and approved by County, which approval shall not be unreasonably withheld. This

contingency fund shall only be used for the following types of Work and for only direct costs of construction:

- a) Where the procurement of the bid package(s) results in costs that are likely to, or does exceed the FLCC, Contingency can be used to offset this increased cost;
 - b) For construction errors, or replacement of defective Work that is self-performed by CM/GC;
 - c) For completion of Work as a result of Subcontractor default; and/or
 - d) For items or the value of items included in the Contract Documents, but missed by CM/GC in the line items of the approved GMP proposal. This may include such items as general conditions, self-performed Work and other items that are directly related to CM/GC itself and not the Subcontractor, Sub-subcontractor or suppliers at any tier.
- 2) Contingency cannot be used for:
 - a) Errors by the GM/GC, Subcontractor, Sub-subcontractor, other subcontractors at any tier, suppliers at any tier or manufacturers at any tier;
 - b) Coordination issues between the GM/GC, Subcontractor, Sub-subcontractor, or other subcontractors at any tier that are not related to CM/GC error; and/or
 - c) Replacement of defective Work installed by the CG/GC Subcontractor, Sub-subcontractor, or other subcontractors at any tier.
 - 3) If the entire Contingency fund is used, any additional funds to complete the scope of Work, including services, defined in the Construction Documents must be provided at 100% by CM/GC.
 - 4) At final completion of the Project, if there are any funds remaining in Contingency, the funds may qualify for distribution in accordance with Subsection 3.D.
 - 5) Design errors and omissions, unforeseen site conditions, and Owner requested scope changes do not apply to the Contingency.

4. **Payments to CM/GC.**

- A. Payments for basic services, approved additional services and reimbursable costs, upon proper invoicing, justification and documentation, shall be made monthly for Work properly performed, all in accordance with this Agreement.
- B. General Payment, Retainage and Accounting Provisions.
 - 1) The provisions of the General Conditions regarding payment, withholding of payment, retainage, certification of payment and other payment requirements and rights of County and CM/GC shall apply.
 - 2) Retainage in the amount of 5% shall be withheld from each payment to CM/GC for any Work under this Agreement. The retainage, including any additional retainage imposed and the release of any retainage, shall be in accordance with Section 13-8-5, Utah Code Annotated. CM/GC shall also comply with the requirements of Section 13-8-5, Utah Code Annotated, including restrictions of retainage regarding Subcontractor and the distribution of interest earned on the retention proceeds.
 - 3) County shall not be responsible for enforcing CM/GC's obligations under Utah law in fulfilling the retention law requirements with Subcontractor, or other subcontractors at any tier.
 - 4) CM/GC's retainage shall be held by County in an interest bearing account with said interest to accrue to the account of CM/GC. Said interest shall be distributed by County to CM/GC upon release of retention funds.

- 5) County may withhold from payment to CM/GC such amount as, in County's judgment, may be necessary to pay just claims against CM/GC, Subcontractor, Sub-subcontractor, other subcontractors at any tier, suppliers at any tier or manufacturers at any tier for labor and services rendered and materials furnished in and about the Work. County may apply such withheld amounts for the payment of such claims in County's discretion. In so doing, County shall be deemed the agent of CM/GC and payment so made by County shall be considered as payment made under this Agreement by County to CM/GC. County shall not be liable to CM/GC for any such payment properly made. Such withholdings and payments may be made without prior approval of CM/GC and may also be made prior to any determination as a result of any dispute, PRE, Claim or litigation. However, CM/GC shall be notified prior to any such withholding and will be given an opportunity to inform County as to any reason why the withholding shall not occur.
 - 6) Before final payment is made, CM/GC must submit evidence satisfactory to County that all payrolls, materials bills, subcontracts at any tier and outstanding indebtedness in connection with the Work have been properly paid. Final payment will be made after receipt of said evidence, final acceptance of the Work by County as well as compliance with the applicable provisions of the Contract Documents.
 - 7) CM/GC shall respond immediately to any inquiry in writing by County as to any concern of financial responsibility and County reserves the right to request any waivers, releases or bonds from CM/GC in regard to any rights of Subcontractor, Sub-subcontractor, other subcontractors at any tier, suppliers at any tier, manufacturers at any tier or any third-party prior to any payment by County to CM/GC.
 - 8) Notwithstanding any other provision of this Agreement, CM/GC shall reimburse County for the portion of any expenses paid by County to CM/GC, which is attributable to CM/GC's breach of its duties under this Agreement, including the breach of any duty by any Subcontractor, Sub-subcontractor, other subcontractors at any tier, suppliers at any tier, manufacturer at any tier or anyone for whom CM/GC may be liable.
5. **Basic Services.** CM/GC's basic services consist of the two phases described below and any other services included in this Agreement as basic services.
- A. Preconstruction Phase. CM/GC shall perform the following:
- 1) Provide for County's, NRCS and Pack Creek Water Company's review and acceptance, and periodically update a Project critical path schedule that coordinates and integrates CM/GC's services, the NRCS's Engineering services and County's responsibilities with anticipated construction schedules.
 - 2) Prepare for County's approval a detailed estimate of construction cost, consistent with Section 3 of this Agreement, in a format approved by County, including a project cost analysis of each trade. CM/GC shall update and refine this estimate throughout the design and construction process, including working with the NRCS Engineer and Project Manager during each of the Engineering design phases, including schematic design, design development and construction document phases. The overall objective is for CM/GC and the NRCS Engineering is to present a mutually agreed upon design and estimate that complies with the Project scope and FLCC requirements. Estimates shall be divided for the separate bid packages that are going to be used for bidding. If the estimate exceeds the approved FLCC,

then CM/GC shall, as part of its basic preconstruction services, cooperate with the NRCS Engineer and Project Manager to present to County a mutually agreed upon value-engineering of the Project back within the FLCC.

- 3) Conduct a complete review and consult with County, the NRCS Engineer and Project Manager and Pack Creek Water Company of all aspects and phases of the drawings and specifications. This review and consultation shall evaluate the following: constructability, budget issues, scheduling issues, safety concerns, errors and omissions. CM/GC shall be responsible for being aware of site conditions, market conditions and all other customary information needed to review all aspects and phases of the drawings and specifications.
- 4) Provide advice on the separation of the Project into separate bid packages/phases for various categories of Work.
- 5) Investigate and recommend a schedule of all purchases of materials and equipment requiring long lead-time procurement (including County purchases), coordinate this schedule of purchases with the early preparation of portions of the Contract Documents by the Engineer, and expedite and coordinate delivery of these purchases.
- 6) Bidding Services, including proposals.
 - a) For purposes of this Agreement, the term "bid" and other terms based on that word used in the invitation to bid process shall be deemed to refer to "proposal" and the corollary words related to the request for proposal process, when the request for proposal process is used in lieu of an invitation for bids.
 - b) CM/GC shall prepare, when appropriate, prequalification criteria for bidders if subcontracting any portion of this work. Subcontractor, Sub-subcontractor, other subcontractors at any tier and suppliers at all tiers must be properly licensed in the State of Utah and must meet all qualification requirements of the specifications/Contract Documents.
 - c) CM/GC is responsible for the procurement of subcontractors and suppliers for the Project. CM/GC shall develop subcontractor and supplier interest to ensure bids are received.
 - d) CM/GC shall conduct pre-bid conferences to familiarize potential bidders with the bidding documents. CM/GC shall ensure that the Construction Documents are available to all potential bidders.
 - e) All procurements recommended and conducted by CM/GC shall be in accordance with County's policies, including its financial policies and procedures, and County's code of conduct. CM/GC may obtain copies of these records by submitting a written request to County seeking these records.
 - f) CM/GC shall receive bids, prepare bid analyses and award subcontracts or reject bids. County, NRCS Project Manager and Pack Creek Water Company shall be consulted during this procurement process, however, the determination and responsibility for the procurement of subcontractors and suppliers is that of CM/GC. CM/GC shall conduct pre-award conferences with bidders that have been recommended for award by any selection committee.
 - g) CM/GC shall consult with the NRCS Engineer in order to suggest reasonable adjustments in the scope of the Project, and to suggest alternate bids in the Construction Documents as needed to adjust the construction cost, which shall not exceed the FLCC. If County determines as a result of the bidding process

that the FLCC is exceeded or will likely be exceeded, County reserves the right, in its sole discretion to:

- i. give written approval of an increase in FLCC, including applying CM/GC's Contingency to such increase;
 - ii. authorize re-bidding;
 - iii. revise the scope of the Work; and/or
 - iv. terminate the Project.
- h) There shall be no contractual relationship between Subcontractor, Sub-subcontractor, other subcontractors at any tier, suppliers at any tier, or manufacturers at any tier and County, NRCS, or the Pack Creek Water Company. CM/GC shall prepare and execute the required Subcontractor/supplier agreements. CM/GC shall be fully responsible for the performance of Subcontractor, Sub-subcontractor and suppliers at any tier.
- 7) Self-Performed Work.
 - a) CM/GC may request that it be allowed to self-perform portions or all of the of the Work for the benefit of the Project. The self- performed Work may be allowed as follows:
 - i. When the proposal for the self-performed Work is approved by County as part of CM/GC selection process; or
 - ii. When CM/GC has been selected for the self-performed Work through a selection process that is similar to the selection of subcontractors by County.
 - b) Savings in self-performed Work may be eligible for the incentive described in Subsection 3.D.
- 8) If it is reasonably determined by County that CM/GC has not provided satisfactory preconstruction services, County may determine to terminate this Agreement upon ten days' notice to CM/GC and may use another CM/GC to complete the preconstruction phase and/or perform the construction phase services. All items required to be transferred or delivered to County under the Contract Documents for a termination for cause shall be so transferred or delivered promptly by CM/GC to County. Upon such termination, CM/GC's sole remedy shall be payment for properly performed services up to the date of such termination. For instance, as a result of such termination under this subsection, CM/GC is not entitled to receive:
 - a) any fee related to Work not properly performed;
 - b) any fee related to Work not yet performed; or
 - c) any amount related to lost profits.

CM/GC shall be liable to County, NRCS, or the Pack Creek Water Company for all damages and liabilities regarding the preconstruction phase arising out of this Agreement and the Contract Documents, excluding damages and/or liabilities arising from County's sole acts or conduct.
- B. Construction Phase.
 - 1) CM/GC shall complete construction in accordance with Contract Documents prepared for this project and approved by County. Upon receipt of a fully executed Change Order that includes a GMP for a specific scope of Work, CM/GC is authorized to commence the construction phase of the Project. All the requirements of this Subsection 5.B. shall be included as part of any approved GMP.

- 2) Concurrent with the authorization to proceed with the construction phase, CM/GC shall provide 100% payment and performance bonds for the amount of the GMP and meeting the requirements contained in the Contract Documents.
- 3) CM/GC shall provide administrative and management services as required to coordinate the Work of Subcontractor, Sub-subcontractor, and/or other subcontractors at any tier with each other and CM/GC, County NRCS and the Pack Creek Water Company.
- 4) CM/GC's team must be consistent with the team members designated in the Proposal and such team must contain an adequate number of members and have the qualifications necessary to complete the Project in accordance with this Agreement. No member of CM/GC's team submitted in the selection process of CM/GC, shall be removed from the Project unless said team member shall leave the employ of CM/GC or unless County requests or approves the change. Any request to replace a CM/GC team member shall be submitted to County in writing and subject to approval of County upon a showing that such replacement is consistent with the qualifications provided in the selection process of CM/GC.
- 5) CM/GC shall provide competent supervision of the Work and shall cause the Work to be performed in accordance with the Contract Documents.
- 6) CM/GC shall schedule and conduct pre-construction, construction and progress meetings. CM/GC shall prepare and promptly distribute minutes of all such meetings. Said minutes shall not be considered official minutes until approved by County. At the beginning of each meeting, the minutes of the prior meeting shall be the first item on the agenda and the minutes shall be reviewed for editing or approval at that time.
- 7) CM/GC shall provide an updated critical path schedule prior to the commencement of the Work. This critical path schedule shall be further updated in a prompt manner to reflect any changes. CM/GC shall comply with all scheduling requirements in the Contract Documents.
- 8) CM/GC shall perform regular monitoring of the approved estimate of construction cost, including actual costs for activities in progress and estimates for uncompleted tasks. CM/GC shall promptly identify in writing to County, NRCS and the Pack Creek Water Company, variances between actual/estimated costs in regard to the budget for the FLCC. CM/GC shall use its best efforts to work with the NRCS Engineer and Project Manager as a team in an effort to have the designs that are presented to County properly determined in advance by CM/GC to meet the FLCC. CM/GC shall:
 - a) Maintain cost accounting records on authorized Work performed under unit costs and Work performed on the basis of actual costs of labor and materials.
 - b) Recommend necessary or desirable changes to County, review requests for changes, review Subcontractor pricing, and procure reasonable subcontractors' bids.
 - c) Develop and implement procedures for the review and processing of applications by Subcontractor for progress and final payments.
- 9) CM/GC shall be responsible for the overall safety of the Project and shall review the safety programs developed by Subcontractor. CM/GC shall fulfill the safety requirements provided for in the General Conditions.

- 10) If required by County or the Contract Documents, CM/GC shall assist County in selecting and retaining the professional services of surveyors, special consultants and testing laboratories and coordinate their services.
- 11) CM/GC shall determine that the Work of Subcontractor is being performed in accordance with the Contract Documents. CM/GC shall promptly remediate any defects or deficiencies in the Work. CM/GC is solely responsible for the performance of Subcontractor, Sub-subcontractor, and other subcontractors at any tier. Subject to review by the County, NRCS and Pack Creek Water Company, CM/GC shall reject Work that does not conform to the requirements of the Contract Documents.
- 12) CM/GC shall timely arrange for all code inspections, special inspections or testing needed to assure compliance with the Contract Documents.
- 13) CM/GC shall promptly submit to the NRCS and County, any subcontractor requests for interpretations of the drawings and specifications, and promptly assist in the resolution of such requests.
- 14) CM/GC shall receive certificates of insurance from Subcontractor, and upon specific request by County, forward such to County.
- 15) CM/GC shall establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals. CM/GC shall receive from Subcontractor all Shop Drawings, Product Data, Samples and other submittals, and review such for conformance with the Contract Documents. After review by CM/GC, CM/GC shall deliver the submittals to the NRCS Engineer and Project Manager for review.
- 16) CM/GC shall keep a daily log containing a record of weather conditions, Subcontractor Work on the site, Sub-subcontractor Work on the site, number of workers, Work accomplished, all necessary data for verification of Subcontractor and Sub-subcontractor performance, including unit quantities, problems encountered, and other data as County may require. CM/GC shall make the log available to County and NRCS promptly upon request.
CM/GC shall maintain at the Project site, on a current basis: a record copy, all of which shall be marked to record all changes made during construction, of all contracts, specifications, Drawings, Addenda, Change Orders and other Modifications, all Shop Drawings, Product Data, Samples, submittals, purchases, materials, equipment, maintenance and operating manuals and instructions, as well as other related documents and revisions related to the Project. CM/GC shall make all records promptly available to County upon request.
- 17) At the completion of the Project, CM/GC shall promptly submit to the County, NRCS, and Pack Creek Water Company, all operation and maintenance manuals and as-built record drawings. NRCS will review these submittals for accuracy and then promptly forward the submittals to County.
- 18) CM/GC shall arrange for delivery, storage, protection/security for County-purchased items that are delivered to CM/GC.
- 19) CM/GC shall notify the NRCS Engineer and Project Manager when the Project, or a portion thereof, is ready for a Substantial Completion inspection. Upon Substantial Completion, CM/GC shall promptly complete all punch list items consistent with the Contract Documents.

6. Additional Services/Work.

- A. It is understood and agreed by the Parties hereto that no money will be paid to CM/GC for additional labor or materials furnished unless a new contract in writing or a Modification hereof in accordance with the Contract Documents for such additional labor or materials has been executed. County specifically reserves the right to modify or amend this Agreement and the total sum due hereunder, either by enlarging or restricting the scope of the Work, including services.
- B. The following additional services shall be performed by CM/GC upon authorization in advance and in writing from County and shall be paid for as provided in this Agreement:
 - 1) Services related to County-provided furnishings and equipment not specified in the Contract Documents.
 - 2) To the extent not the fault of CM/GC, consultation on replacement of Work damaged by fire or other cause during construction and furnishing services in conjunction with the replacement of such Work.
 - 3) To the extent not the fault of CM/GC, inspections of, and services related to, the Project after the end of the warranty period.
 - 4) Other services that are not part of CM/GC's basic services and not otherwise specified in this Agreement, upon advance written direction from County.
 - 5) Reserved.
 - 6) Other than for those matters caused by the fault or negligence of Contractor, actual costs incurred due to an emergency affecting the safety of persons and property. Advance authorization by County is not needed for CM/GC to be entitled to these costs.
 - 7) Mark-up for Subcontractor additional Work.
 - a) For additional Work performed by Subcontractor that was not part of the scope of Work related to the GMP, CM/GC will be compensated 5% of the subcontract or material price in lieu of markups otherwise provided for in the General Conditions. This compensation is for home office coordination as well as CM/GC overhead and profit.
 - b) Subcontractor shall receive a markup for additional Work in accordance with the General Conditions.

7. Time and Delay Remedy.

- A. Time is of the essence for the performance required by this Agreement. CM/GC shall perform basic and additional services in an expeditious manner and consistent with the standard of care requirements of this Agreement.
- B. At the time a bid date is set for a particular subcontract, County and CM/GC will jointly establish a completion date (or dates) for the Work of that subcontract, which shall be consistent with the County-approved project schedule for the entire Project.
- C. CM/GC agrees to pay liquidated damages in the amount of \$1,000.00 per day for each day after expiration of the Contract Time until CM/GC achieves Substantial Completion of the Project. This provision for liquidated damages:
 - 1) is to compensate County for delay only;
 - 2) is provided for herein because actual damages cannot be readily ascertained at the time of execution of this Agreement;
 - 3) is not a penalty; and

- 4) shall not prevent County from maintaining claims for other non-delay damages, such as costs to complete or remedy defective Work.
- D. No PRE, Claim or action shall be maintained by CM/GC, Subcontractor, Sub-subcontractor or suppliers at any tier, against County for damages or other claims due to losses attributable to hindrances or delays from any cause whatsoever, including acts and omissions of County or its officers, employees or agents except as permitted by the Contract Documents.
- E. Extension of Time requests must comply with the General Conditions.
- F. CM/GC and County waive claims against each other for consequential damages arising out of or relating to the Contract Documents. This mutual waiver includes:
 - 1) Damages incurred by County for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity, excluding liquidated damages identified in the Contract Documents; and
 - 2) Damages incurred by CM/GC for principal office expenses, including the compensation of personnel stationed there, for losses of financing, business and reputation, and for the loss of profit, except anticipated profit arising directly from the Work of this Agreement.

This mutual waiver is applicable to consequential damages arising from either party's termination of the Contract Documents, excluding liquidated damages identified in the Contract Documents.

8. County's Responsibilities.

- A. County has provided the requirements for the Project in the RFP, which is part of the Contract Documents.
- B. County has advised CM/GC of the budget of the Project, which is the FLCC identified in the RFP and this Agreement.
- C. County, NRCS and Pack Creek Water Company shall designate one or more representative(s) authorized to act on behalf of the parties with respect to the Project. County shall examine documents submitted by CM/GC and shall render decisions pertaining thereto in a timely manner in order to avoid unreasonable delay in the progress of CM/GC's Work as indicated by the County-approved critical path schedule.
- D. County may furnish structural, mechanical, chemical and other laboratory tests, inspections and reports. CM/GC shall cooperate with any such tests or inspections.
- E. County, NRCS and Pack Creek Water Company may audit applications for payments or any other aspect of the Work of CM/GC and of Subcontractor, Sub-subcontractor or suppliers at any tier. CM/GC shall cooperate with County in providing all necessary information for any County audit.
- F. County shall assure that CM/GC is provided the construction documents in a digital format. CM/GC shall be responsible for making any further copies of the Construction Documents, subject to the copyright requirements in the General Conditions.
- G. County reserves the right to perform Work related to the Project with County's own forces, and to award contracts to other entities in connection with the Project, which are not part of CM/GC's responsibilities under this Agreement. CM/GC shall coordinate CM/GC's Work with work of County's separate contractors as required by the Contract Documents. CM/GC shall promptly notify County in writing if any such independent action will in any way compromise CM/GC's ability to meet CM/GC's responsibilities under this Agreement.

9. **Governmental Immunity Act of Utah.** The Parties acknowledge and agree that no provision of this Agreement or the Contract Documents shall be, or shall be construed as, a waiver of any applicable provision of the Governmental Immunity Act of Utah.
10. **Notices.** The Parties shall comply with the notice provisions of the General Conditions. The initial addresses of the Parties for noticing purposes shall be as follows:

<u>If to County:</u> San Juan County Attn: Mack McDonald 117 South Main P.O. Box #9 Monticello, Utah 84535 <u>With a copy to:</u> San Juan County Attn: Attorney's Office P.O. Box #9 Monticello, Utah 84535	<u>If to CM/GC:</u> David Meyer General Manager Redoubt Restoration 4791 Caddie Lane Highland, Utah 84003
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11. **Successor and Assigns.** County, NRCS and Pack Creek Water Company and CM/GC, respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement, and to partners, successors, assigns and legal representatives of such other party with respect to all covenants, provisions, rights and responsibilities of this Agreement. CM/GC shall not assign this Agreement without the prior written consent of County, nor shall CM/GC assign any money due or to become due as well as any rights under this Agreement, without prior written consent of County.
12. **Extent of This Agreement.**
- A. This Agreement includes this Agreement, the General Conditions, the RFP, the Proposal, Drawings, Specifications, Addenda, other documents listed or identified in this Agreement or the General Conditions, CM/GC's bonds, and Modifications issued after execution of this Agreement. This Agreement represents the entire and integrated Agreement between County and CM/GC and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both County and CM/GC.
 - B. The following documents shall be read together with the provisions of this Agreement, and in case of irreconcilable conflict between any provisions of the various documents, the first mentioned document in the following list shall control: Modifications, Addenda, this Agreement, the General Conditions, the RFP, and the Proposal.
13. **Contract Date.** The date of this Agreement and the date upon which it shall become effective is the date that this Agreement is executed and dated by the final party to execute and date this Agreement.
14. **Authority to Execute and Perform Agreement.** CM/GC and County each represent that the execution of this Agreement and the performance thereunder is within its respective

duly authorized powers. Each signatory below represents that he/she is duly authorized by its respective entity to execute this Agreement on behalf of its respective entity.

- 15. Counterparts, Digital Signatures, and Electronically Transmitted Signatures.** If the Parties sign this Agreement in counterparts, each will be deemed an original but all counterparts together will constitute one Agreement. If the parties digitally sign this contract or electronically transmit signatures for this Agreement by email, such signatures will have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties have each executed this Agreement on the dates set forth below.

<p>SAN JUAN COUNTY</p> <p>By: _____ Jamie Harvey, Chair Board of San Juan County Commissioners</p> <p>Date: _____</p> <p>ATTEST:</p> <p>_____ Lyman Duncan, San Juan County Clerk/Auditor</p> <p>Date: _____</p>	<p>REDOUBT RESTORATION, INC</p> <p>By: _____ David Meyer, President</p> <p>Date: _____</p>
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ATTACHMENT A

(The RFP)

ATTACHMENT B

(The Proposal)

Redoubt Restoration Bid
For
Pack Creek EWP
2024
San Juan Count
Att. Mack McDonald





PO Box 41460
Phoenix, AZ 85080
888-2-SURETY (888-278-7389)
Phone: 623-933-9334
Fax: 623-933-9376
www.performancesuretybonds.com

RE: Redoubt Restoration
Bond Capacity

April 3, 2024

To whom it may concern:

We have been asked by our client Redoubt Restoration to provide a statement of its ability to provide bid, payment and performance bonds.

We currently support Redoubt Restoration with a single bond limit of \$2,500,000.00 and an aggregate bond limit of \$5,000,000.00, through Great American Insurance Company. Great American Insurance Company is rated A+ Superior by AM Best and appears on the Department of the Treasury's List of approved Companies (circular 570).

Naturally, we reserve the right to review all requests for bonds on a case by case basis, and all bonds are subject to our normal underwriting guidelines, including but not limited to, acceptable contract terms, conditions, documentation, bond forms and verification of financing at the time of the request.

Please understand that the purpose of this letter is to advise that Redoubt Restoration qualifies to obtain bonding, but this letter is not acknowledgment or confirmation that any specific request or need for a bond has been reviewed or approved.

Should you have any specific questions regarding the bond program for Redoubt Restoration, please feel free to contact me directly.

Respectfully,

Elliot M. Storch

A Gallagher Company

Elliot M. Storch | Contract & Commercial Surety Bond Producer

Viking Bond Service, a Gallagher Company

PO Box 41460 | Phoenix, AZ 85080

O: 888.278.7389, Ext. 7254 | D: 623.322.7254

EXHIBIT A
CM/GC PROPOSAL FORM

CM/GC Redoubt Restoration Name: _____

(Provide the complete legal name for the CM/GC)

Address: 4791 Caddie Lane

City: Highland State: Utah Zip: 84003

List one person who San Juan County may contact concerning CM/GC's proposal.

Name David Meyer/ GM and Title: _____

Telephone 801-358-0472 Number: _____

E-Mail: David@RedoubtRestoration.com

Mailing 4791 Caddie Lane Highland, Ut 84003 Address: _____

Final Proposal Cost/Pricing Structure:

Preconstruction Fee: The CM/GC agrees to perform all services during the pre-construction phase for the lump sum of (\$ See attachment).

Construction Management Fee: The CM/GC agrees to perform all services during the construction phase for the lump sum of (\$ See attachment).

Construction Supervision Cost: The CM/GC agrees to perform all supervision and support team services, not covered in the construction management fee, for the sum of (\$ See attachment).

CM/GC Change Order Markup: The CM/GC agrees not to add more than 5% to subcontractor/supplier costs for all work added to the contract by change order due to scope changes or otherwise.

Self-Performed Work Markup: The CM/GC agrees not to add more than 5% to its labor and material costs to self-performed work by the CM/GC.

Self-Performed Unit Costs (example):

See attachment

- | | |
|--|------------------------|
| a. Labor to install spread footings (less rebar) | \$_____ per cubic yard |
| b. Labor to install continuous footings (less rebar) | \$_____ per cubic yard |
| c. Labor to install slab on grade (less rebar) | \$_____ per square |
| foot | |
| d. Labor to install suspended slabs (less rebar) | \$_____ per square |
| foot | |

General Conditions: *(Attach itemized list with line item and total amounts where applicable)*

The CM/GC guarantees that the Project will be complete, including punch list items, within the negotiated time frame after receipt of the notice to proceed, should the CM/GC be selected to enter into a contract with the County. The CM/GC agrees to pay liquidated damages in the amount of \$1,000.00 per day for each day that the Project is not completed after the expiration of the negotiated time frame as stated in a contract between the County and the selected CM/GC.

I certify that to the best of my knowledge the information contained in this proposal is accurate and complete. I further certify that I am legally authorized by CM/GC to submit this proposal and bind CM/GC.

CM/GC:

Redoubt Restoration

By: _____

Print

Name: _____

David Meyer

Title: _____

GM

Date: 4/8/2024

Addendum 1&2, seed mix acknowledge

Table 1

Description Bid 1	Quantity of Item	Tons of material per structure	Unit Cost	Total
Mob/demob	1		122573	122573
Care of water	1		60000	60000
3- step Grade Control	3	266	59760	179280
4- Step Grade Control	1	416	93600	93600
Low Water Crossing (prep work, rebar, labor, concrete)	1		138147	138147
Irrigation Structure (prep work, rebar, labor, concrete)	1		74550	74550
J-Hook (50 CY of boulders, with concrete grout in-between the boulders)	1	80	25070	25070
Irrigation Outlet Details	10	10	225	2250
Rock Wall	812		155	125860
Water and Power Crossing (prep work, rebar, labor, concrete)	1		49245.6	49245.6
Rock and Roll 1, built to spec, (quantity in LF)	2511		125	313875
Toe Rock Structure & Geo fabric	480		180	86400
Willow Pole Cuttings	1375		10	13750
			Total Bid	1284601
Description Bid Alt 2	Quantity of Item	Tons of material per structure	Unit Cost	Total
Mob/demob	1		122573	122573
Care of water	1		60000	60000
3- step Grade Control	3	266	59760	179280
4- Step Grade Control	1	416	93600	93600
Low Water Crossing (prep work, rebar, labor, concrete)	1		138147	138147
Irrigation Structure (prep work, rebar, labor, concrete)	1		74550	74550
J-Hook (50 CY of boulders, with concrete grout in-between the boulders)	1	80	25070	25070
Irrigation Outlet Details	10	10	225	2250
Rock Wall	812		155	125860
Water and Power Crossing (prep work, rebar, labor, concrete)	1		49245.6	49245.6
Rock and Roll , (Grading Bank with logs placed every 50 feet, similar to Stan Hollands project)	2511		35	87885
Toe Rock Structure & Geo fabric	480		180	86400
Willow Pole Cuttings	1375		10	13750
			Total Bid	1058611
Cost includes Construction consulting and planning, they're will be no addition cost on the project for meetings, emails, and phone calls. We will do whatever we can to make sure the project is a success. Call anyone of our clients and engineers and ask how well we work as a team.				
Rate Schedule for GM/GC	Hourly rate			
David Meyer/ General Manger/Estimator	\$145.00			

Description Bid 1	Quantity of Item	Tons of material per structure	Unit Cost	Total
Steve Meyer/ Project Manager	\$145.00			
Rob Meyer/ Superintendent over Materials	\$100.00			
Justin Yancey/ Superintendent over Operator	\$90.00			
Braxton Meyer/ Labor	\$45.00			
Hunter Meyer/ Labor	\$45.00			
Cost of Material	Unit Cost			
Boulder	\$115/ton			
Cost to install Cross vanes by ton	\$110/ton			
Cost of Rip Rap	\$90/ton			
Cost to install Rip Rap: Includes fabric	\$65/ton			
Cost to install Rock and Roll	\$100/LF			
Concrete Structures include Concrete, Labor, material	Lump sum			
24”irrigation included in irrigation Structure	\$210/ft			
6” pipe included in irrigation structure	\$135/ft			
24” headgate included in irrigation structure	\$3600.00			

REDOUBT RESTORATION RESUME

4791 Caddie Lane, Highland, Utah 84003

Office: (801)358-0472 Email: david@redoubtrestoration.com

David Meyer, the founder of Redoubt Restoration, possesses an extensive and distinguished track record in the management of large-scale construction projects. His formidable experience is rooted in his long-standing commitment to the family business, spanning nearly three decades. In 2001, Mr. Meyer relocated to Utah, where he embarked on a new venture in excavation alongside his brother, subsequently extending his expertise to residential development in the Summit and Wasatch counties.

In 2015, David Meyer established Redoubt Restoration, marking a strategic shift towards larger, more intricate projects. His unwavering dedication to excellence has established a legacy synonymous with dependability, encompassing projects that have left an indelible mark not only across the state of Utah but also beyond. Redoubt Restoration's work has earned commendation as a benchmark for quality in the realm of private, commercial, and municipal clientele.

For over two decades, David, in collaboration with his brothers Rob and Steve, has orchestrated and executed a spectrum of projects throughout the state, with the past 14 years dedicated exclusively to cultivating expertise in water restoration projects. Operating in a diverse range of locations, from urban centers to remote areas, their work often involves confronting challenging terrains. In some instances, projects necessitate work above rivers to install rock structures and fabric, while in others, they meticulously construct ramps down to the water for precise placement, aligning with project specifications.

Redoubt Restoration has consistently demonstrated the ability to foster symbiotic relationships within the engineering and construction industry. To see the tangible results of their exceptional craftsmanship, we invite you to visit our website at redoubtrestoration.com.

Redoubt Restoration has significantly contributed to the state of Utah's landscape, from the placement of tens of thousands of tons of boulders to the creation of extensive soil lifts and numerous rock structures. When it

comes to water and restoration projects, our team consistently strives to deliver the utmost quality in every endeavor.

At Redoubt Restoration, we hold the unwavering belief that customer satisfaction takes precedence above all else. Our commitment to going the extra mile for every project ensures a positive outcome for all. This dedication is further evidenced by our unblemished record, as we have never been embroiled in litigation or faced claims against our company. Regardless of a project's size and scope, we have consistently achieved early completion, safely and efficiently.

Our familiarity with navigating the difficulties of challenging wetland environments exemplifies our capability to fulfill your project requirements. We eagerly anticipate the opportunity to work with you to ensure the success of your project.

Licensure # 10456727-5501

E-100

B-100

S-310

Project Team

Dave Meyer: General manager/Estimator

Steve Meyer: Project Manager/Construction Manager

Rob Meyer: Superintendent over material

Justin Yancey: Superintendent over operators

References:

Engineers:

NRCS, Jason Ropper (801)527-4571 Jaon.Roper@usda.gov

River Restoration, Quinn Donnelly (503)413-0863

quinn.donnelly@riverrestoration.com

Owners:

Helper city: Lenise Peterman 801-712-7622

Town Of Carbondale: Kevin Schorzman (970)618-2545

Sub-Contractors:

Watershed Restoration Group: Brooks Priest (406)531-7186

P&D Trucking: Pedro (970)309-9465

Recent Projects

Pack Creek 2024

Start Date: March 3, 2024

Completing date: April 8, 2024

Owner: State of Utah

Contact: Daniel Luke (435)299-2637

Engineer: River Restoration Quin (970)898-9222

Contract Amount: \$645,000

Project Description:

In an effort to enhance stream crossing safety and stability, Jersey barriers were installed below the stream crossing point. These barriers are crucial for directing water flow and protecting the crossing area from potential erosion or damage caused by strong currents. Further improvements included the installation of riprap and road base materials to construct a robust stream crossing. This combination ensures a solid, stable surface for crossing while also minimizing erosion by dissipating the energy of flowing water. The project also saw the construction of thirteen three-step cross vanes. These structures are designed to control water flow, reduce erosion, and improve aquatic habitat by creating small pools and diversifying flow patterns within the stream. This innovative approach aids in the overall health and sustainability of the aquatic ecosystem. Additionally, riprap was strategically placed along the bank for added protection. This riprap acts as a barrier against erosion, safeguarding the bank from the erosive forces of flowing water and contributing to the long-term stability of the stream environment. A significant ecological enhancement was achieved by excavating a new creek bed to introduce more bends into the river. This modification aims to naturally slow down the water flow, reducing erosion and sediment transport downstream. The increased river bend also creates a variety of aquatic habitats, benefiting the biodiversity of the stream ecosystem. Together, these measures represent a comprehensive approach to stream management and restoration, focusing on enhancing structural stability, ecological health, and water flow dynamics to support both human and wildlife communities.

Jordan River Access:**Start Date: December 4, 2023****Estimated Completion date: December 15, 2023****Owner: City of Riverton****Contact: Cary Necaie (801)208-3169****Engineer: River Restoration Quin (970)898-9222****Contact Amount. \$\$366,213****Description of Project:**

The project involved the strategic placement of footing boulders within the river, an essential step aimed at stabilizing the riverbed and surrounding bank areas. This measure not only enhances the structural integrity of the river environment but also serves as a natural method for controlling erosion and providing habitat spaces for aquatic life. A significant architectural feature added to the project was the construction of a large sandstone staircase leading down to the river. This staircase not only provides safe and accessible entry to the river but also integrates beautifully with the natural landscape, blending functionality with aesthetic appeal. To further ensure the stability of the riverbank and promote ecological health, coir matting and willow cuttings were installed along the banks. The coir matting offers immediate erosion control and serves as a biodegradable support structure for the riverbank's soil, while the willow cuttings, known for their rapid growth and extensive root systems, are expected to take root and provide long-term stabilization and habitat enhancement. This comprehensive approach to riverbank restoration combines structural, aesthetic, and ecological elements, contributing to the river's health and accessibility while preserving its natural beauty and function.

2023**Helper Phase 6****Start Date: January 18, 2023****Completion date: Feb. 24, 2023****Owner: City of Helper****Contact: Lenise Peterman 801-712-7622****Engineer: River Restoration Quin (970)898-9222**

Contact Amount. \$1,672,042

Description of Project:

The Price River was redirected into a meticulously constructed temporary side channel. Subsequently, the team embarked on the demolition of a 12-foot concrete diversion dam. Following this, nine distinct grade control structures, each anchored with rock footings positioned 8 feet beneath the riverbed, were erected across a span exceeding 1000 feet of the river. To fortify the riverbanks, 4500 tons of rock were procured and strategically placed, complemented by the installation of coir fabric to enhance stabilization.

The primary objective of this ambitious project was to mitigate the existing 12-foot elevation drop in the river. This modification facilitates the passage of fish upstream, while simultaneously ensuring safer navigation for boaters and rafters. This endeavor underscores a commitment to environmental stewardship and recreational safety, reflecting a balanced approach to ecological preservation and human enjoyment of natural resources.

Crystal River

Start Date: Aug 1, 2023

Completion date: Sept 20, 2023/ Planting Spring 2024

Owner: Town of Carbondale

Contact: Kevin Schorzman (970)618-2545

Engineer: River Restoration Quin (970)898-9222

Contact Amount. \$1,972,501

Description of Project:

To adhere to stringent project timelines, operations were conducted amid elevated water flow conditions. This timing constraint arose primarily due to the necessity of avoiding disturbance to nesting birds, precluding project commencement before August 1st. Additionally, project activities within the river were mandated to conclude by September 30th to avoid impacting the spawning period of whitefish.

Initiating the project, cofferdams were strategically erected within the river's midst, enabling the diversion of water to facilitate construction activities on one side of the river. Following this, a substantial importation of 1500 tons of boulders was undertaken to reinforce the riverbanks.

Furthermore, 150 feet of Jersey shoring was installed within the channel to provide temporary structural support.

A noteworthy addition to the project was the construction of an outdoor classroom, ingeniously crafted from beamstone, which underscores the project's commitment to educational enrichment. The stabilization and restoration efforts continued with the installation of 1,200 linear feet of coir matting along the banks. The ecological aspect of the project was further enhanced by the planting of over 2000 various plants and the introduction of 1800 willow pole cuttings, contributing to the restoration of the natural habitat and promoting biodiversity within the river ecosystem.

Steamboat: Union Headgate

Start Date: Oct. 4, 2024

Completion date: Oct. 14, 2023

Owner: Yampa Water Conservancy District

Contact: Emily Lowell (720)201-9298

Engineer: River Restoration Quin (970)898-9222

Contact Amount. \$195,820

Description of Project:

The Yampa River underwent a significant modification involving the diversion of its flow. A key component of this project was the installation of a substantial concrete headwall, weighing approximately 13,000 pounds, coupled with a 36-inch head gate to manage water flow effectively. To further control the river's grade and stabilize the area, a rock grade control structure was implemented within the Yampa River. The project also embraced bioengineering techniques, incorporating willow pole cuttings for natural bank stabilization and protection. This method not only aids in preventing erosion but also enhances the riverine habitat, promoting ecological balance. The culmination of these efforts resulted in the successful diversion of the Yampa River, reflecting a meticulous approach to river management and environmental conservation. This endeavor demonstrates a commitment to maintaining the river's health and functionality, ensuring it continues to serve its ecological and hydrological roles effectively.

2022

Blackners Bend Phase 2

Start Date: July 14, 2022

Completion date: Aug. 1, 2022

Owner: Northern Trails Foundations

Contact: Geoff Ellis (801)395-4373

Engineer: River Restoration Alex Heller (970)947-9568

Contact Amount. \$407,021

Description of Project:

The project involved the construction of a 1-mile road base walking trail, enhancing accessibility and recreational opportunities for the surrounding community. As part of a comprehensive river management and ecological enhancement strategy, 450 tons of boulders were strategically placed within the Weber River to create a riffle. This feature is instrumental in oxygenating the water, improving habitat for aquatic life, and adding aesthetic and functional value to the river ecosystem. To address concerns of bank stability and prevent erosion, the riverbank was armored. This critical measure protects the bank from erosive forces, thereby preserving the integrity of the riverine environment. Further ecological restoration efforts included the installation of willow cuttings along the bank. These plantings not only contribute to stabilizing the bank but also enhance the natural habitat, supporting biodiversity and ecological resilience. This comprehensive approach underscores a commitment to environmental stewardship, blending infrastructure development with ecological enhancement to create a sustainable and enjoyable natural resource for the community.

Mill Creek Stan Holland Moab

Start Date: Nov. 7, 2023

Completion date: Nov. 11, 2023

Owner: Stan Holland

Contact: Stan Holland (435) 210-0817

Engineer: NRCS Jason Roper (801)-524-4571

Contact Amount. \$6,000

Description of Project:

To mitigate the issue of Mill Creek eroding its bed further, six rock and log structures, colloquially known as "rock and roll" log structures, were installed. These innovative structures are designed to dissipate energy and reduce the velocity of water flow, effectively preventing further deepening of the creek bed. Additionally, two stream crossings were constructed using riprap, a technique involving the use of large, loose stones to stabilize creek banks and beds. To ensure the longevity of these

structures and protect them from being washed away by strong currents, logs were strategically placed alongside the riprap. This not only reinforces the stability of the riprap but also integrates natural materials into the design, maintaining the ecological integrity of the area. In an effort to further enhance the habitat and support local biodiversity, collaboration was sought with Rim to Rim Restoration. This partnership focused on the installation of native plants along the creek, which play a crucial role in stabilizing the bank, filtering pollutants, and providing essential habitat for wildlife. Through these combined efforts, the project aims to preserve the natural character of Mill Creek, promoting a healthy, stable, and biodiverse ecosystem.

2021

Big Bend Pond

Start Date: Feb. 2021

Completion Date: May. 2021

Owner: West Jordan City

Contact: Isaac Astill (385)266-1204

Engineer: River Restoration Quin (970)-989-9222

Contract Amount: \$640,042

Description of Project:

The project initiated with the dewatering of the existing pond, where a substantial volume of water, approximately 4.3 million gallons, was pumped out daily to facilitate the subsequent phases of the renovation. This significant undertaking was essential to achieve the desired modifications and enhancements to the pond's structure and ecological function.

A key component of the project involved the excavation of the pond's bottom. This effort was aimed at deepening the pond, a measure that significantly improves the habitat for fish by providing them with deeper, cooler water, which is essential for their survival and growth. Such modifications not only benefit the fish population directly but also contribute to the overall ecological balance of the pond.

In addition to structural changes, the project incorporated the installation of two beaches, enhancing the recreational value of the pond and providing accessible areas for visitors to enjoy the natural setting. Furthermore, to augment the habitat for fish, log debris was strategically placed at the bottom of the pond. This addition creates complex underwater structures that are vital for fish breeding, feeding, and shelter, thereby enhancing biodiversity within the pond.

The project also focused on the aesthetic and ecological aspects of the pond's periphery by lining the edge with vegetation. This vegetation serves multiple purposes: it stabilizes the banks, reduces erosion, filters runoff water entering the pond, and provides habitat for various species, thus fostering a vibrant and diverse ecosystem.

Overall, the project's multifaceted approach aimed not only at improving the habitat for fish but also at enhancing the recreational and aesthetic value of the pond, making it a more enjoyable and sustainable feature of the local environment.

Kayak Park

Start Date: May 2021

Completion Date: Nov. 2021

Owner: Ogden City

Contact: Phil (801)540-4495

Engineer: River Restoration Quin (970)-989-9222

Contract Amount: \$1,640,042

Description of Project:

The project entailed a significant modification of the Weber River's flow, redirecting it into a side passage to facilitate extensive construction and ecological enhancement activities. Central to this effort was the installation of 4,000 tons of rock and 500 linear feet of Jersey shoring, integral for ensuring structural stability and controlling erosion along the modified riverbanks. A notable innovation within this project was the creation of surfable waves within the river, achieved through the strategic pouring of concrete. This addition not only enhances recreational opportunities but also contributes to the river's aesthetic appeal. Complementing this, a concrete access ramp was constructed to provide easy and safe access to the river, improving the overall user experience for recreational enthusiasts. The installation of an irrigation line and the planting of vegetation were critical components aimed at restoring and

enhancing the river's natural habitat. These efforts were designed to promote biodiversity and stabilize the riverbanks, contributing to the ecological health of the area. The project team navigated several challenges, including managing the implications of flash floods and mitigating risks associated with a hazardous superfund site located adjacent to the river. Despite these obstacles, successful outcomes were achieved through meticulous planning and execution. Further ecological restoration efforts included the installation of vegetation and coir matting along the riverbanks, providing essential erosion control and habitat support. Additionally, the construction of a fish passage featuring multiple drops exemplifies the project's commitment to supporting aquatic life and ensuring the ecological integrity of the river. Overall, this comprehensive project not only addressed recreational and environmental objectives but also demonstrated a resilient and adaptive approach to managing natural water resources and enhancing habitat connectivity within a complex ecological and regulatory context.

2020

Kelly Mitchell

Start Date: Oct. 23, 2020

Completion Date: Nov.3, 2020

Engineer: NRCS Jason Ropper (801)527-4571

Owner: Kelly Mitchell (801)471-6455

Contract Amount: \$100,000

Description of project:

In an innovative approach to stream restoration and water management, the project involved the installation of 40-foot cottonwood root wads, complemented by strategically placed boulders, to anchor the trees and create a natural dam structure. This technique not only leverages the inherent stability of the cottonwood's extensive root system but also promotes the establishment of a more diverse and stable aquatic habitat, enhancing the ecological integrity of the area.

Furthermore, the project saw the installation of eight cross vanes along a two-mile stretch of the creek. These structures are designed to direct water flow effectively into an irrigation ditch, ensuring efficient water transfer for agricultural and land management purposes. The cross vanes also play a crucial role in mitigating erosion, improving water quality, and

supporting the ecological balance of the creek by creating varied flow patterns that benefit aquatic life.

This project exemplifies a harmonious integration of natural materials and engineering principles to achieve sustainable water management and ecological restoration objectives, demonstrating a commitment to enhancing both the functionality and the environmental value of the creek ecosystem.

Wallsburg- Main Creek River

Start Date: May 20, 2020

Completion Date: May 28, 2020

Owner: Ashton

Contact: Jordan Armstrong (760)801-7435

Engineer: NRCS Jason Roper (801)-524-4571

Contract amount: \$55,000

Description of project:

The restoration initiative on Main Creek saw the extensive planting of over a mile of 5-gallon riparian and upland plants. This significant effort aimed to enhance the ecological diversity and stability of the creek's surrounding environment. Riparian plants, positioned along the water's edge, play a crucial role in stabilizing banks, filtering pollutants, and providing habitat for wildlife. Upland plants, situated further from the water, contribute to the overall ecological health and biodiversity of the area.

Complementing the planting of riparian and upland plants, 5,000 willow pole cuttings were strategically placed along the creek. Willow poles are known for their rapid growth and extensive root systems, making them highly effective in preventing soil erosion, enhancing bank stability, and creating a lush, natural environment along the watercourse.

This comprehensive planting strategy not only aims to restore the natural landscape but also to create a more resilient ecosystem capable of supporting a wide range of plant and animal species. The effort underscores a commitment to environmental stewardship and the restoration of Main Creek's natural beauty and ecological function.

Big Bend River

Start Date: Dec.1, 2020

Completion Date: Feb. 1, 2020

Owner: West Jordan City

Contact: Isaac Astill (385)266-1204

Engineer: Eric McCulley (801)520-2505

Contract Amount: \$580,000

Description:

In a significant restoration and enhancement project along the Jordan River, 20,000 cubic yards of dirt were excavated and removed. This large-scale earthmoving operation was crucial for reshaping the riverbanks, increasing flood capacity, or preparing the land for further ecological restoration efforts. Following the excavation, 600 tons of boulders were strategically placed within the river. These boulders serve multiple purposes: they help to stabilize the riverbank, create habitats for aquatic life, and aesthetically enhance the river's natural beauty. The introduction of boulders into the river environment is a critical step towards restoring natural flow patterns and improving the river's ecological health. To further support the stabilization and revitalization of the area, 11,100 square yards of biodegradable fabric were laid down. This fabric not only prevents erosion but also encourages vegetation growth by retaining moisture and providing a stable medium for seed germination. It gradually decomposes, leaving behind a strengthened soil structure with established plant roots. The project also included the hydroseeding of 10 acres, a process that involves spraying a mixture of seeds, mulch, fertilizers, and stabilizing agents over the land. Hydroseeding is an efficient way to establish vegetation quickly over a large area, crucial for controlling erosion, improving water quality, and enhancing the aesthetic and ecological value of the landscape. This comprehensive effort along the Jordan River underscores a commitment to environmental stewardship, focusing on riverbank stabilization, habitat creation, and the overall improvement of the river's ecological function and scenic beauty.

Virgin River

Start Date: Nov. 7, 2018

Completion Date: Feb. 2, 2019

Owner: Washington City

Contact: Lester Dalton (435)668-8294

Engineer: Cody Multree (801)703-8898

Contract Amount: \$406,000

Description of project:

In a significant ecological restoration effort, 68,000 cubic yards of material were excavated from the floodplain to forge a new channel. This extensive excavation was aimed at enhancing flood management, restoring natural river dynamics, and improving habitat conditions within the ecosystem. The project also tackled the removal of invasive species over a 20-acre area, specifically targeting tamarisk and Russian Olive trees. These species are known for their aggressive growth patterns, which can outcompete native vegetation, alter soil chemistry, and disrupt local water cycles. Removing these invasive trees is crucial for restoring native biodiversity and the overall health of the ecosystem. Accessing the sediment removal site posed a considerable challenge due to the steep terrain leading down to the river. This obstacle was ingeniously overcome by constructing an access ramp, which facilitated the movement of machinery and materials to and from the site. The ramp not only ensured the efficiency and safety of the operation but also minimized potential environmental disturbance during the project. Overall, these efforts reflect a comprehensive approach to riverine ecosystem restoration, focusing on enhancing flood resilience, combating invasive species, and restoring natural habitats. Such initiatives are vital for maintaining the ecological integrity and sustainability of river landscapes.

Canyonlands Field institute Moab**Start Date. Feb. 15,2019****Completion Date. Feb. 16, 2019****Owner: Karla Vander Zanden****Contact: Karla (435)259-7750****Engineer: NRCS Jason Roper (801)527-4571****Description of project:**

In a commendable act of community support and environmental stewardship, time and equipment were generously donated to repair six cross vanes that had been washed out due to spring runoff. This crucial work was performed for the benefit of the Canyonlands Field Institute, a respected organization based in Moab, dedicated to environmental education and conservation. Cross vanes are essential structures designed to control stream flow, reduce erosion, and improve aquatic habitat. Their repair is critical in maintaining the health and stability of river ecosystems, ensuring that they continue to provide valuable habitats for wildlife and recreational opportunities for the community. This donation of resources

and expertise underscores a deep commitment to supporting local environmental initiatives and the broader goal of preserving natural landscapes for future generations. It also highlights the importance of collaborative efforts in achieving conservation objectives, demonstrating how individual contributions can make a significant impact on community projects and environmental health.

Big Bend Habitat Pond

Start Date: June 12, 2019

Completion Date: Sept. 14, 2019

Owner: West Jordan City

Contact: Chuck Tarver (801)569-5062

Engineer: Eric McCulley (801)520-2505

Contract Amount: \$883,000

Description of project:

The construction of a 5-acre pond, particularly in a location where the water table was merely 2 feet below the ground surface, presented a unique set of challenges and opportunities. The project team undertook the significant task of pumping out water to manage the high water table while excavating 60,000 cubic yards of material. This extensive excavation was essential to achieve the desired depth and size of the pond, ensuring it met both aesthetic and functional requirements. Achieving a depth of 12 feet for the pond, especially while navigating the complexities presented by natural springs and the proximity of the Jordan River, is a testament to the team's expertise in water management and civil engineering. The presence of natural springs required careful consideration to maintain water quality and ecological balance within the new pond. Similarly, the proximity to the Jordan River necessitated stringent measures to prevent any negative impact on the river's flow or ecosystem. This project not only enhanced the landscape by adding a significant water feature but also demonstrated innovative solutions to groundwater and water management challenges. The new pond likely serves multiple purposes, including recreational activities, wildlife habitat, and potentially aiding in local water management strategies by acting as a natural reservoir or flood mitigation tool. Overall, the successful completion of this pond amidst environmental and logistical challenges underscores the importance of thorough planning, environmental stewardship, and engineering ingenuity in large-scale landscaping projects.

Spanish Fork**Start Date: Oct. 1, 2019****Completion Date: Oct. 29, 2019****Owner: Joe Edman ((801)885-2425****Engineer: NRCS Jason Roper (801)-524-4571****Description of project:**

In a concerted effort to enhance river health and functionality, three J-hooks and two cattle crossings were installed in the Spanish Fork River. Additionally, sediment was meticulously removed from the river to improve water flow and quality. J-hooks, a form of in-stream structure designed to direct water flow and reduce erosion, play a crucial role in river management by creating deeper channels and habitats for aquatic life without significantly altering the river's course. Their strategic placement is essential for maintaining the integrity of riverbanks and enhancing aquatic ecosystems. The installation of cattle crossings represents a commitment to sustainable land and water use, allowing for the safe passage of livestock across the river while minimizing environmental impact. These crossings prevent damage to the riverbank and bed, reducing sedimentation and water pollution that can result from uncontrolled livestock access to water bodies. The removal of sediment from the Spanish Fork River addresses issues of accumulation that can affect water quality, habitat conditions, and flood risk. By extracting sediment, the project not only restores the river's natural flow but also improves its ecological health, benefiting both aquatic species and the surrounding environment. Together, these measures reflect a comprehensive approach to river management, prioritizing ecological integrity, water quality, and the mutual benefits of agricultural practices and natural resource conservation.

Spanish Fork**Start Date: Oct.1, 2019****Completion Date: Oct. 29, 2019****Owner Rex Larsen (801)360-7734****Engineer: NRCS Jason Roper (801)-524-4571****Description of project:**

The project undertaken in the Spanish Fork River incorporated several key elements aimed at enhancing river health and functionality. The placement of three J-hooks was strategic, designed to improve water flow and mitigate erosion effectively. These structures are crucial in guiding the river's current in a manner that supports aquatic habitat while preserving

the riverbank. Additionally, two stream crossings were installed, facilitating safe and sustainable passage across the river. This addition not only aids in minimizing the environmental impact of foot or vehicular traffic but also ensures the longevity and stability of the crossing points. To further combat erosion and stabilize the riverbank, 25 cubic yards of rip-rap were placed within the Spanish Fork River. Rip-rap, consisting of large stones or broken concrete, acts as a durable barrier against the erosive forces of flowing water, protecting the river's edges and enhancing its structural integrity. The project also addressed the surrounding area by removing 80 trees around a drain ditch. This clearance was necessary to prevent obstruction of water flow and reduce the risk of flooding, ensuring the drain ditch could function effectively. Following the tree removal, 1600 feet of the drain ditch were cleared of sediment. This extensive cleaning effort restored proper drainage, significantly improving water management and mitigating potential flood hazards. Through these comprehensive measures, the project not only contributed to the ecological health and navigability of the Spanish Fork River but also improved the overall management and functionality of the adjacent land and water systems.

Spanish Fork

Start Date: Oct. 1, 2019

Completion Date: Oct. 29, 2019 Owner: Bill Beck

Engineer: NRCS Jason Roper (801)-524-4571

Description of project:

In a concerted effort to enhance the ecological and structural integrity of the Spanish Fork River, a comprehensive project was undertaken involving several key initiatives. A total of 500 tons of rip-rap was strategically placed along vulnerable sections of the riverbank. This substantial addition serves to fortify the banks against erosion, protect against the undercutting of the river's edges, and provide a more stable habitat for aquatic and riparian species. Furthermore, three stream crossings were installed, designed to facilitate safe and sustainable passage across the river. These crossings are crucial for minimizing the environmental footprint of traversing the river, ensuring that both wildlife and humans can navigate the area without disturbing the river's natural flow and habitat. A significant cleanup operation also saw the removal of 200 tons of concrete debris from the river. This debris, likely remnants of old structures or illegal dumping, posed a serious threat to the river's health, obstructing flow, altering habitats, and potentially causing harm to aquatic life. Its removal marks a significant step towards restoring the

river's natural state and enhancing its ecological vitality. Additionally, sediment was cleared from 1400 feet of a drain ditch adjacent to the river. This sediment removal is vital for improving water flow, reducing flood risk, and ensuring the efficient operation of the drainage system, thereby protecting both the natural and built environments from water damage. These actions combined represent a holistic approach to river restoration and management, emphasizing not only the protection of the riverbank from physical erosion but also the removal of pollutants and obstructions that degrade water quality and habitat. The project underscores a commitment to enhancing the health and functionality of the Spanish Fork River for the benefit of the ecosystem and the community it serves.

Wallsburg- Main Creek River

Start Date: Oct 1, 2019

Completion Date: Oct 29, 2020

Owner: Ashton

Contact: Jordan Armstrong (760)801-7435

Engineer: Jason Roper (801)-524-4571

Description of project:

The enhancement and restoration project on Main Creek in Wallsburg represents a significant undertaking aimed at improving water flow, habitat quality, and bank stability over a mile of the creek. The installation of six cross vanes and four J-hooks is a testament to the commitment to employing nature-based solutions for river management. Cross vanes are engineered to direct water flow towards the center of the creek, reducing bank erosion and creating diverse aquatic habitats. Similarly, J-hooks serve to redirect erosive forces away from vulnerable bank sections while also enhancing habitat complexity and stability. The ambitious creation of a new quarter-mile river channel by removing 100,000 cubic yards of material represents a major modification with the dual goals of habitat restoration and flood management. This effort not only redefined the creek's pathway but also introduced a more meandering flow, which is beneficial for sediment distribution and the creation of varied aquatic environments. Achieving this while maintaining water flow in the creek was crucial to ensure the continuous support of the creek's ecological functions and aquatic life during construction. These interventions combined reflect a comprehensive approach to stream restoration that integrates hydrological engineering with ecological enhancement. By reshaping the creek's physical structure and flow

dynamics, the project aims to foster a more resilient and biodiverse ecosystem within Main Creek. This endeavor not only benefits the local environment but also the community of Wallsburg by enhancing natural beauty, recreational opportunities, and ecological health.

Work done for Canyonland Institute,
Moab, Ut



Ogden Kajak Park



Pack Creek 2024



Work on Mill Creek, Moab, Ut



Qualification of Proposed Teams and Key Personnel

General Manger/Estimator: David Meyer, the visionary founder of Redoubt Restoration in 2015, has significantly contributed to environmental restoration efforts across Utah and Colorado. His extensive collaboration with the Natural Resource Conservation Service (NRCS) has involved the implementation of cross vanes, hook structures, and soil lifts, techniques pivotal in stream restoration and erosion control throughout Utah. These efforts not only exemplify his technical expertise but also his dedication to ecological conservation.

Beyond his work with the NRCS, David has engaged with various agencies to spearhead multiple restoration projects across Utah and Colorado. His role transcends mere oversight; he actively engages with communities to develop comprehensive plans that address both environmental and developmental needs, ensuring projects align with local objectives and sustainability goals.

David's responsibilities also extend into the financial aspects of project management. He personally undertakes the estimation and bidding processes for projects, emphasizing the importance of offering competitive yet fair pricing. This approach not only demonstrates his commitment to integrity in business practices but also ensures that Redoubt Restoration remains a formidable entity in the environmental restoration industry.

Under David Meyer's leadership, Redoubt Restoration has become synonymous with quality, efficiency, and community-focused environmental stewardship. His multifaceted role in project oversight, community engagement, and financial management underscores his comprehensive approach to restoration work and his unwavering commitment to rejuvenating and preserving natural landscapes.

Project Manger:

Steve Meyer's extensive career spans three decades, marked by his adept handling of heavy equipment and a notable entrepreneurial spirit. His journey in the construction and environmental restoration industries began at a young age when, at 18, he launched a concrete company in Utah. This early venture into the business world not only showcased his ambition but also provided him with valuable experience in managing operations and navigating the challenges of the construction industry.

After dedicating four years to his concrete company, Steve returned to Alaska to contribute to his father's excavation business, which specialized in building roads and subdivisions. This phase of his career allowed him to hone his skills in heavy machinery operation and gain deeper insights into the complexities of large-scale construction projects in challenging environments.

Steve's path then led him to North Dakota, where he spent three years assisting in the reclamation of land disturbed by oilfield activities. This work, critical for mitigating the environmental impact of the oil industry, involved restoring the natural landscape and ecosystem functions of areas affected by extraction processes.

For the past 13 years, Steve has been based in Utah, engaging in various construction projects. Notably, during four of these years, he played a supervisory role in restoration projects across Utah and Colorado. This position required a blend of leadership, technical knowledge, and a commitment to environmental stewardship, as he oversaw efforts to rehabilitate natural habitats and waterways, contributing significantly to the ecological health and sustainability of these regions.

Throughout his diverse career, Steve Meyer has demonstrated a profound capability in both the technical and managerial aspects of construction and restoration projects. His experiences reflect a dedication to excellence and a deep respect for the environment, underscoring his significant contributions to the fields he's worked in.

Superintendent Over Materials:

Rob Meyer's career trajectory showcases a lifelong commitment to hands-on work in challenging environments, starting from his formative years in Alaska. Growing up, Rob was introduced to the rigors of construction and land development from a young age of 12, working alongside his father in building logging roads and subdivisions. This early exposure not only imbued him with a strong work ethic but also equipped him with valuable skills in operating heavy machinery and understanding the intricacies of road construction in rugged terrains.

Embarking on an entrepreneurial journey at the age of 28, Rob ventured into the oilfield sector by starting a company that specialized in monitoring oilfield equipment. This endeavor likely leveraged his background in machinery and construction, allowing him to apply his expertise in a different but related field. Through his company, Rob contributed to the oil industry by providing essential services that ensured the efficient and safe operation of oilfield equipment.

At 55, Rob shifted his focus towards environmental restoration, specifically in Utah, where he has dedicated the last 8 years to restoring wetlands. Bringing his hard-earned skills and work ethics to this new domain, Rob has contributed significantly to the conservation efforts in Utah. His work in

wetland restoration involves a variety of tasks, including water management, vegetation planting, and habitat creation, all aimed at revitalizing these critical ecosystems.

Rob Meyer's varied career, from constructing roads in the rugged landscapes of Alaska to enhancing the ecological integrity of wetlands in Utah, highlights his adaptability and dedication to making a positive impact on the environment through his work.

Superintendent Over Operator:

Justin Yancey boasts a comprehensive career dedicated to environmental restoration, spanning various regions in the United States, with a total of 18 years of experience. His journey in this field began with a significant tenure in North Dakota, where he spent 14 years focusing on land restoration efforts specifically targeting areas affected by pipeline installations. This work likely involved extensive soil rehabilitation, vegetation replanting, and water management strategies to mitigate the environmental impact of such infrastructures.

After his impactful contributions in North Dakota, Justin transitioned into a project management role in Arizona. Over two years, he would have overseen a diverse range of environmental projects, leveraging his extensive experience to navigate the unique challenges presented by Arizona's varied landscapes, from its arid deserts to riparian zones.

Most recently, for the past two years, Justin has been involved in wetland and river restoration projects in Utah. This role signifies a return to hands-on ecological restoration, focusing on revitalizing aquatic ecosystems, improving water quality, enhancing habitat connectivity, and increasing biodiversity within these critical habitats. Throughout his career, Justin Yancey has demonstrated a dedicated commitment to restoring and preserving natural landscapes across the United States. His diverse experience across different states and ecosystems highlights his adaptability and deep understanding of environmental restoration practices.

Management Plan Project Schedule & Risk Mitigation

Management Plan:

Understanding and Approach to the Pack Creek Project
IntroductionThe Pack Creek project, a comprehensive environmental restoration and infrastructure development initiative, requires meticulous planning, a deep understanding of environmental impact, and a collaborative approach with local stakeholders. Our team has thoroughly reviewed the bid documents and plan sets, and after a detailed site walk, we have affirmed our comprehensive understanding of the work scope required.

1. Project Expertise; Our company brings a wealth of experience in executing similar environmental and infrastructure projects. We have successfully completed numerous installations involving Cross Vanes, J-Hooks, RipRap, Stream Crossings, and irrigation boxes. This diverse project portfolio demonstrates our capability and technical proficiency in handling the specific needs of the Pack Creek environment.

2. Environmental Sensitivity: Understanding the Pack Creek environment's unique characteristics and requirements is crucial for the project's success. Our team is committed to employing sustainable practices and solutions that minimize environmental impact. We recognize the importance of working harmoniously with home owners and Homeowners Associations (HOAs) to ensure that our work not only meets but exceeds environmental stewardship standards.

3. Budget Considerations and Flexibility:The project's financial constraints are acknowledged and respected. Our approach is rooted in flexibility and innovation to ensure that the project stays within the set budget. We are open to discussing and suggesting cost-saving measures without compromising the quality and integrity of the project. Our aim is to deliver value through efficient resource management and strategic planning.

Conclusion; In summary, our team's detailed project review, combined with our extensive experience in similar projects, positions us ideally to undertake the Pack Creek project. We are fully committed to working collaboratively with all stakeholders to achieve the project's

objectives while staying within budgetary limits. Our dedication to environmental sensitivity, combined with our technical expertise and budget-conscious approach, ensures that we are well-equipped to contribute positively to the Pack Creek environment and community.

Pre-construction Services:

Collaboration and Coordination Introduction A critical phase in the successful execution of the Pack Creek project involves conducting a thorough pre-construction meeting. This meeting serves as a foundational step for open communication and collaboration between our team, San Juan County, the Natural Resources Conservation Service (NRCS), and the Pack Creek Homeowners Association (HOA). It is a strategic move to ensure all parties are aligned with the project's scope, timeline, and objectives.

1. Meeting Participants: The pre-construction meeting will bring together key stakeholders, including representatives from San Juan County, NRCS, and the Pack Creek HOA. Our team will lead the discussion, ensuring that every participant is given the opportunity to voice their concerns, suggestions, and expectations. This inclusive approach is designed to foster a cooperative environment from the outset.

2. Agenda and Objectives: The primary agenda for the meeting includes going over the detailed work schedule, which outlines every phase of the project from initiation to completion. Understanding the timeline is crucial for all stakeholders to prepare for the impact and logistics of the construction activities. Additionally, the meeting will serve as a platform to review and address any concerns from San Juan County, NRCS, and the Pack Creek HOA. This proactive discussion aims to mitigate potential issues that could arise during the project's execution.

3. Importance of Collaboration: The significance of this pre-construction meeting cannot be overstated. It embodies our commitment to transparency, collaboration, and community involvement. By engaging with the local authorities and the community early in the process, we aim to build trust and ensure that the project benefits from collective insights and expertise. This collaborative effort is crucial for addressing environmental sensitivities, budget constraints, and community expectations effectively.

Conclusion; The upcoming pre-construction meeting is a pivotal step towards laying a solid foundation for the Pack Creek project. It symbolizes our dedication to working in harmony with San Juan County, NRCS, and the Pack Creek HOA. Through this meeting, we aim to

establish clear communication channels, align on project goals, and address any preliminary concerns. This collaborative approach is essential for the smooth execution of the project, ensuring that it is completed on schedule, within budget, and to the satisfaction of all stakeholders involved.

Project Communication Plan:

Enhancing Communication and Stakeholder Involvement in the Pack Creek ProjectIntroductionEffective communication is paramount in the successful execution of construction projects, particularly in remote areas with limited cell phone service. Recognizing this challenge, our team has adopted Starlink Internet as a cutting-edge solution to ensure uninterrupted communication while working on the Pack Creek project site. This essay details our comprehensive communication strategy and emphasizes the crucial role of stakeholder involvement, particularly from the Natural Resources Conservation Service (NRCS), during critical phases of construction.

1. Overcoming Communication Barriers with Starlink Internet: In response to the limited cell phone service in the Pack Creek area, our team has chosen to implement Starlink Internet technology. This innovative solution provides high-speed, satellite-based internet connectivity, enabling our team to maintain effective communication with project stakeholders, regardless of the remote location. Through this technology, we will ensure that all project updates, concerns, and adjustments are promptly communicated, thereby minimizing delays and enhancing decision-making processes.

2. Proactive Communication Plan: Recognizing the importance of keeping all stakeholders informed, our communication plan includes regular updates via calls and emails. Should any concerns arise during the construction process, we are committed to promptly notifying relevant parties to discuss and resolve issues efficiently. This open line of communication is essential for maintaining transparency and fostering a collaborative project environment.

3. Engaging NRCS in Critical Project Phases: The involvement of NRCS representatives is particularly vital in certain stages of the construction process. For instance, we recommend NRCS's onsite presence during the installation of the first Cross Vane. This allows them to review and approve the method and execution, ensuring it meets all environmental and technical standards. Similarly, for any concrete structures being installed, such as inspection of rebar and pre-grade

conditions, the presence of NRCS personnel is crucial. Their expertise and oversight will guarantee that all construction activities comply with the highest standards of quality and safety.

Conclusion; Adopting Starlink Internet for communication on the Pack Creek project site represents a strategic approach to overcoming the challenges of limited cellular service, ensuring that project communication remains fluid and efficient. By establishing a proactive communication plan and involving key stakeholders like the NRCS at critical construction phases, we are committed to executing the project with the utmost efficiency, transparency, and adherence to quality standards. This strategy not only facilitates smooth project progression but also strengthens stakeholder trust and collaboration, key ingredients for the project's success.

Cost Control Plan:

Commitment to Transparency and Cost Management in the Pack Creek Project: Successful project execution hinges not only on technical expertise and thorough planning but also on transparent and effective cost management. Our team's extensive review of the plan set and familiarity with the onsite conditions of the Pack Creek project have equipped us with the confidence to maintain our cost estimates throughout the project's duration. This essay outlines our commitment to upholding project costs and the procedures we will follow should any plan modifications necessitate cost adjustments.

1. In-depth Plan Review and Cost Estimation: Through multiple reviews of the plan set and a comprehensive understanding of the work required and the onsite conditions, our team is well-prepared to execute the Pack Creek project efficiently. Our familiarity with the project's scope and environmental challenges ensures that our cost estimates are both accurate and realistic. This thorough preparation underscores our confidence in managing the project within the initially agreed-upon budget.

2. Commitment to Fixed Costs: We understand the importance of budget predictability for our partners, including San Juan County, the NRCS, and the HOA. As such, we are committed to maintaining our cost estimates throughout the project, barring any changes to the project plans.

3. Transparent Change Order Process: Despite our thorough planning, we acknowledge the possibility of unforeseen plan changes that could impact project costs. In such instances, our policy is to maintain absolute transparency with all stakeholders involved. San Juan County, the NRCS, and the HOA will be promptly notified of any cost adjustments.

Importantly, no additional work will commence until we have received written communication approving the change order. This protocol ensures that all parties are informed and in agreement with any modifications, thereby maintaining trust and avoiding any unexpected financial implications.

Conclusion: Our meticulous preparation and deep understanding of the Pack Creek project have fortified our confidence in providing a precise cost estimate that we are committed to maintaining. Our dedication to transparency, especially concerning cost management and change orders, is paramount in fostering a collaborative and trustworthy relationship with San Juan County, the NRCS, and the HOA. We believe that clear, open communication is the cornerstone of successful project execution, and we are dedicated to upholding these principles throughout the Pack Creek project.

Safety Plan:

A Daily Commitment to Teamwork and Vigilance Introduction At the heart of our operational philosophy for the Pack Creek project lies an unwavering commitment to safety. Recognizing that the well-being of our team and the public is paramount, we have instituted rigorous safety protocols that are reviewed and reinforced daily. This essay outlines our proactive approach to safety management, highlighting our daily meetings, equipment operation policies, and culture of teamwork.

1. Daily Safety Meetings: Each day begins with a safety meeting, a critical component of our safety management strategy. These gatherings are not mere formalities but essential forums for discussing the day's work schedule and addressing any safety concerns. By setting a tone of safety each morning, we ensure that every team member is prepared, aware of their responsibilities, and cognizant of the day's specific hazards and protocols.

2. Equipment Operation and Pedestrian Safety: A cornerstone of our safety policy is the practice of halting equipment operation whenever pedestrians are present on the project site. This rule underscores our commitment to protecting not just our team, but also any visitors or bystanders. Work does not resume until we are fully confident that the area is secure and safe to proceed. This vigilant approach to equipment operation significantly mitigates the risk of accidents and reinforces a culture of safety-first.

3. Teamwork and Safety Vigilance: The ethos of teamwork permeates every aspect of our project execution, particularly in

maintaining a safe work environment. We encourage an atmosphere where team members are proactive in identifying and addressing safety issues. This collective vigilance ensures that safety concerns are not only quickly identified but also addressed before they escalate into more serious incidents. Our belief is that safety is a collective responsibility, and by working as a team, we can achieve our goal of ensuring everyone returns home safely each day.

Conclusion: The comprehensive safety measures we have implemented for the Pack Creek project reflect our deep commitment to the well-being of our team and the public. Through daily safety meetings, strict equipment operation policies, and a culture of teamwork, we aim to maintain a project site that prioritizes safety above all. Our ultimate goal is clear: to ensure that every individual associated with the project, from team members to local community members, is protected and safe. This dedication to safety not only fosters a positive work environment but also exemplifies our commitment to operational excellence and responsibility.

Quality Control:

Our approach to the Pack Creek project incorporates daily photographic evidence of work progress and a detailed material approval process. This essay outlines the importance of these practices and how they contribute to the project's success, ensuring work is performed correctly and materials meet both our standards and those of relevant authorities.

1. Daily Photographic Documentation Taking daily photographs of the construction site serves multiple critical functions. First, it provides a visual record of the project's progress, offering a clear, day-by-day account of the construction activities. This documentation is invaluable for verifying that work is being conducted according to the project plans and specifications. Furthermore, it acts as a protective measure against claims of work defaults, offering tangible evidence to support the quality and accuracy of the construction efforts.

2. Material Approval Process Before any material is delivered to the site, we compile and send out a list for approval to relevant stakeholders, including the County and the project engineer. This step ensures that every component used in the construction process is not only of high quality but also suitable for the specific requirements of the Pack Creek project. It reflects our commitment to transparency and collaboration with all project partners, ensuring that everyone is satisfied with the project.

Change Control Plan:

Change orders will be written and approved before any work is started.

Self- Performing Plan:

We plan on performing all the work in-house. We will have Geneva Pipe build the irrigation box to help on cost.

Project Closeout Plan :

Final Walkthrough and Warranty Policy:

Ensuring Quality and Accountability in the Pack Creek

ProjectIntroduction: The culmination of the Pack Creek project involves not just the completion of construction activities but also a comprehensive strategy to ensure the work's longevity and quality. A crucial aspect of this strategy includes conducting a final walkthrough with all stakeholders and providing a warranty for the work performed. This essay delineates the importance of these steps in the project's completion phase, illustrating our commitment to excellence and responsiveness to any potential concerns.

1. The Final Walkthrough: As part of our completion protocol, we mandate a final walkthrough of the project with all stakeholders. This collaborative review serves multiple purposes: it allows stakeholders to assess the work firsthand, ensures that the project meets or exceeds the agreed-upon standards, and identifies any lingering issues that need resolution. By engaging all stakeholders in this process, we foster transparency and collective satisfaction with the project outcomes. Should any aspects of the work require attention, our team commits to addressing these promptly, demonstrating our dedication to delivering a project that all parties can be proud of.

2. Warranty and Post-Completion Support: We stand behind our work with a one-year warranty against defects, signifying our confidence in the quality of our construction practices and materials. This warranty covers any issues arising under normal conditions and use, underscoring our commitment to rectify any defects that may surface post-completion. It is important to note, however, that if the work performed adheres to the designed plan but fails due to a natural disaster or unforeseen extreme conditions, this scenario necessitates a collaborative discussion with stakeholders. The aim is to determine the most feasible and equitable approach to repairs, ensuring that decisions are made with transparency, understanding the unique circumstances that caused the failure.

Conclusion: Implementing a final walkthrough with stakeholders and establishing a warranty policy are integral to our project management approach for the Pack Creek project. These practices embody our commitment to quality, accountability, and stakeholder satisfaction. By ensuring that all work is thoroughly reviewed and backed by a guarantee, we not only affirm the integrity of our construction but also reinforce the trust placed in us by all project participants. Moving forward, our focus remains on delivering projects that are not only successful in their immediate outcomes but also sustainable and resilient over time

Project Schedule:

Project Schedule and Plan to Complete Work

1. **April 8, 2024:** Bids Due
2. **April 16, 2024:** Notice of Award
3. **April 16-Oct 1, 2023:** Submit material list, Performance and Payment bond, Permits from county, SWPP paperwork, Review Plans with NRCS and County, HOA meeting to review construction plan and schedule, Personal introduce company to home owners that are directly effect from construction and Call in Blue Stakes
4. **Sept 1-Oct 2, 2024:** Mobilize equipment, office trailer, work trailers to site, Materials start to be delivered. Harvest trees for Rock and Roll.
5. **Sept 15-30:** Install Rock and roll Timbers
6. **Oct. 2, 2024:** Install culvert for temporary access for homeowners on the west side of low water crossing. This will be located next to the Water and Power structure.
7. **Sept.30- Oct 11, 2024:**Build a coffer dam by the Irrigation structure and Low water crossing. Install 6" pump for dewatering work site. Prep Low water crossing and install road Base. Place rebar on slops of Low Crossing and pour concrete. Place rebar on low crossing main path. Pour concrete on Low crossing.
8. **Oct. 7-30, 2024:** Install 4 step Cross vane, Install J-Hook by Irrigation Structure, Install Diversion Box and 24" Line. Install 3 Step rock vane,
9. **Nov. 4-27,2024:** Install Rock berm by diversion, pull out temporary Crossing, pour concrete over Water and Power. Clean up, final walk through. Demobilize out.

Risk Mitigation:

Understanding the critical timing and environmental challenges of this project, we recognize the urgency imposed by the upcoming monsoon season, which typically brings the risk of flash flooding starting in mid-June. This natural phenomenon heightens the importance of completing the irrigation system in a timely manner, ensuring that farmers have the necessary water supply for their crucial growing season. Additionally, the project takes into account the need to protect existing utilities from potential damage and to implement measures that prevent further erosion of the creek, particularly in anticipation of the intensified water flow during monsoons.

Recognizing the importance of water management for the success of this endeavor, we are committed to implementing strategies that safeguard the construction process—especially during the pouring of concrete—against water-related disruptions. This aspect is critical to maintaining the integrity and timeline of the project.

We also acknowledge the Homeowners Association's (HOA) concerns regarding the quality and appropriateness of the work being conducted. With years of experience in managing and executing similar projects, we are confident in our ability to meet and exceed the expectations for quality, adhering to best practices and the highest standards of construction and environmental management.

Lastly, we are acutely aware of the budgetary constraints and the imperative to deliver the project within the agreed financial parameters. Our experience equips us with the expertise to navigate the complexities of project management, ensuring cost-effectiveness without compromising on quality or environmental safety.

In summary, our approach is holistic, taking into consideration the timing, environmental sensitivities, water management, quality assurance, and budgetary discipline, all of which are paramount for the successful completion of this project.

**SAN JUAN COUNTY, UTAH
BOARD OF COUNTY COMMISSIONERS**

**AUTHORIZING RESOLUTION
LEASE REVENUE BONDS, SERIES 2024
MAY 21, 2024**

RESOLUTION NO. 2024- 07

A RESOLUTION AUTHORIZING AN ANNUALLY RENEWABLE LEASE AGREEMENT; AUTHORIZING THE ISSUANCE AND SALE BY THE LOCAL BUILDING AUTHORITY OF SAN JUAN COUNTY, UTAH OF ITS \$21,366,000 LEASE REVENUE BONDS, SERIES 2024 TO FINANCE THE ACQUISITION AND CONSTRUCTION OF A PUBLIC SAFETY BUILDING REMODEL AND EXPANSION; AND RELATED MATTERS.

WHEREAS, San Juan County, Utah (the “County”), is a political subdivision and body politic duly and regularly created, established, organized, and existing under and by virtue of the Constitution and laws of the State of Utah; and

WHEREAS, the County has previously authorized and directed the creation of the Local Building Authority of San Juan County, Utah (the “Authority”) pursuant to the provisions of a Resolution (the “Creating Resolution”); and

WHEREAS, pursuant to the direction of the Board of County Commissioners contained in the Creating Resolution, the Authority has been duly and regularly created, established, and is organized and existing as a nonprofit corporation under and by virtue of the provisions of the Constitution and laws of the State of Utah, including, in particular, the provisions of the Utah Revised Nonprofit Corporations Act, Title 16, Chapter 6a, Utah Code Annotated 1953, as amended, and the Utah Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended (collectively, the “Act”); and

WHEREAS, under the Articles of Incorporation of the Authority (the “Articles”) the objects and purposes for which the Authority has been founded and incorporated are to acquire, improve or extend one or more projects and to finance their costs on behalf of the County in accordance with the procedures and subject to the limitations of the Act in order to accomplish the public purpose for which the County exists; and

WHEREAS, the County desires to lease, as lessee, on an annually renewable basis, the Public Safety Building Remodel and Expansion and related improvements (the “Project”); and

WHEREAS, the Authority desires to lease the Project, as lessor, on an annually renewal basis, to the County, as lessee; and

WHEREAS, the Project is to be leased to the County, as lessee, on an annually renewable basis by the Authority, as lessor, pursuant to the terms and provisions of that certain Lease Agreement, to be dated as of the first day of the month in the month in which the Series 2024 Bonds are issued, in substantially the form presented to this meeting and attached hereto as Exhibit A (the “Lease”) and herein authorized and approved; and

WHEREAS, the Authority desires to lease, as lessee, the real property upon which the Project will be constructed from the County, as lessor, pursuant to the terms and provisions of that certain Ground Lease Agreement (the “Ground Lease”) dated as of the first day of the month in the month in which the Series 2024 Bonds are issued, in substantially the form presented to this meeting and attached hereto as Exhibit B herein authorized and approved; and

WHEREAS, the estimated costs of construction of the Project, including a certificate of the engineer/architect setting forth the estimated useful life of the Project have been submitted to the County; and

WHEREAS, the County has determined that the cost of construction of the Project is not less than the fair market value of the Project; and

WHEREAS, the Authority proposes to finance, in part, the costs of acquiring and constructing the Project, by issuing its \$21,366,000 Lease Revenue Bonds, Series 2024 (the “Series 2024 Bonds”), to bear interest at a rate of 2.0% annum, pursuant to the terms and provisions of a Master Resolution dated as of the first day of the month in the month in which the Series 2024 Bonds are issued, in substantially the form presented to this meeting and attached hereto as Exhibit C (the “Master Resolution”) and herein authorized and approved; and

WHEREAS, the Authority proposes to issue the Series 2024 Bonds pursuant to the Master Resolution, and to secure its payment obligations under the Series 2024 Bonds by executing a Leasehold Deed of Trust, Assignment of Rents and Security Agreement and Assignment of Ground Lease with respect to the Project in substantially the forms presented to this meeting and attached hereto as Exhibit D (collectively, the “Security Documents”) for the benefit of the holders of the Series 2024 Bonds; and

WHEREAS, the Authority shall adopt a resolution (the “Authorizing Resolution”) which authorizes and approves the execution of the Lease, the issuance and sale by the Authority of its Series 2024 Bonds, the execution of the Master Resolution, the Ground Lease, Security Documents and other documents required in connection therewith, and the financing of the acquisition and construction of the Project; and

WHEREAS, the Series 2024 Bonds shall be payable solely from the rents, revenues and other income derived by the Authority from the leasing of the Project to the County, on an annually renewable basis, and shall not constitute or give rise to an obligation or liability of the County or constitute a charge against its general credit or taxing powers; and

WHEREAS, the County desires to improve and promote the local health and general welfare of the citizens of the County by entering into the Lease; and

WHEREAS, the State of Utah Permanent Community Impact Fund Board (the “Purchaser”) has offered to purchase the Series 2024 Bonds and the Authority desires to sell the Series 2024 Bonds to the Purchaser; and

WHEREAS, under the Articles, the Authority may not exercise any of its powers without prior authorization by the governing body of the County and, therefore, it is necessary that the Board of County Commissioners authorize certain actions by the Authority in connection with the transactions contemplated by the Lease, the Ground Lease, the Master Resolution, the Series 2024 Bonds and the Security Documents; and

WHEREAS, the Chair and other officials of the County have presented the Lease to the Board of County Commissioners for the purpose of obtaining the approval of the Board of County Commissioners of the terms and provisions thereof and for the purpose of confirming the execution thereof as the official act of the Board of County Commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SAN JUAN COUNTY, UTAH AS FOLLOWS:

Section 1. All action heretofore taken (not inconsistent with the provisions of this Resolution or the Creating Resolution) by the Board of County Commissioners and by the officials of the County directed toward the creation and establishment of the Authority and the leasing of the Project by the County are hereby ratified, approved and confirmed.

Section 2. The Lease in the form presented to this meeting and attached hereto as Exhibit A is in all respects approved, authorized and confirmed and the Chair is authorized to approve the final terms thereof and to execute and deliver the Lease in the form and with substantially the same content as set forth in Exhibit A for and on behalf of the County. The appropriate officials of the Authority are authorized to approve the final terms and to execute the Lease on behalf of the Authority in the form and with substantially the same content as set forth in Exhibit A for and on behalf of the Authority.

Section 3. The Ground Lease in the form presented to this meeting and attached hereto as Exhibit B is in all respects approved, authorized and confirmed and the Chair is authorized to approve the final terms thereof and to execute and deliver the Ground Lease in the form and with substantially the same content as set forth in Exhibit B for and on behalf of the County. The appropriate officials of the Authority are authorized to approve the final terms and to execute and deliver the Ground Lease on behalf of the Authority in the form and with substantially the same content as set forth in Exhibit B for and on behalf of the Authority.

Section 4. The appropriate officials of the Authority are authorized to execute and deliver the Master Resolution and the Security Documents in the form and with

substantially the same content as set forth in Exhibits C and D, respectively, for and on behalf of the Authority.

Section 5. The Authority is authorized to issue the Series 2024 Bonds in the aggregate principal amount of \$21,366,000, to bear interest at the rate of 2.0% per annum. The Bonds shall be dated, shall bear interest, shall be issued as fully registered bonds, and shall mature as provided in the Master Resolution.

The Chair of the Authority is hereby authorized, on behalf of the Authority, to award the sale of the Series 2024 Bonds to the Purchaser.

The form, terms and provisions of the Series 2024 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption and number shall be as set forth in the Master Resolution in the form to be executed by the Authority. The Series 2024 Bonds shall mature prior to the expiration of the estimated useful life of the Project. The Chair of the Authority is hereby authorized to execute the Bonds, to place thereon the seal of the Authority, and to deliver the Series 2024 Bonds to the Purchaser. The Secretary of the Authority is authorized to attest to the signature of such Chair and to affix the seal of the Authority to the Series 2024 Bonds and to authenticate the Series 2024 Bonds. The signatures of the Chair and of the Secretary of the Authority may be by facsimile or manual execution.

Section 6. The appropriate officials of the County are authorized to take all action necessary or reasonably required to carry out, give effect to and consummate the transaction contemplated hereby, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the sale and delivery of the Series 2024 Bonds.

Section 7. Upon their issuance, the Series 2024 Bonds will constitute special limited obligations of the Authority payable solely from and to the extent of the sources set forth in the Lease, Series 2024 Bonds, Security Documents, the Ground Lease, and the Master Resolution. No provision of this Resolution, the Lease, the Ground Lease, the Master Resolution, the Series 2024 Bonds or the Security Documents, or any other instrument, shall be construed as creating a general obligation of the Authority or of creating a general obligation of the County, or as incurring or creating a charge upon the general credit of the County or against its taxing powers. The County shall have no power to pay out of its funds, revenues, or accounts, or otherwise contribute any part of the cost, or of making any payment in respect of the Series 2024 Bonds, except in connection with the payment of the Base Rentals, Additional Rentals and Purchase Option Price pursuant to the Lease (as those terms are defined in the Lease) which may be terminated by the County on any annual renewal date thereof in accordance with the provisions of such Lease. The Authority has no taxing powers.

Section 8. The Chair is hereby authorized to make any alterations, changes or additions in the Lease and Ground Lease herein approved and authorized necessary to correct errors or omissions therein, to remove ambiguities therefrom, or to conform the same to other provisions of such instruments, to the provisions of this Resolution or the

provisions of the laws of the State of Utah or the United States. Execution of said documents shall conclusively establish approval of such changes.

Section 9. The appropriate officials of the Authority are authorized to make any alterations, changes or additions in the Lease, the Ground Lease, the Master Resolution and the Security Documents herein authorized and approved which may be necessary to correct errors or omissions therein, to remove ambiguities therefrom, to conform the same to other provisions of said instruments, to the provisions of this Resolution, the Creating Resolution or any resolution adopted by the County or the Authority, or the provisions of the laws of the State of Utah or the United States. Execution of said documents shall conclusively establish approval of such changes.

Section 10. If any provisions of this Resolution (including the exhibits attached hereto) should be held invalid, the invalidity of such provisions shall not affect any of the other provisions of this Resolution or the Exhibits.

Section 11. The County Clerk/Auditor is hereby authorized to attest to all signatures and acts of any proper official of the County, and to place the seal of the County Clerk/Auditor on the Lease. The Chair and other proper officials of the County and each of them, are hereby authorized to execute and deliver for and on behalf of the County any and all additional certificates, documents and other papers and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the matters herein authorized.

Section 12. The Secretary of the Authority is hereby authorized to attest to all signatures and acts of any proper official of the Authority, and to place the seal of the Authority on the Lease, the Ground Lease, the Master Resolution, the Security Documents, the Series 2024 Bonds, and any other documents authorized, necessary or proper pursuant to this Resolution or any Resolution of the Authority. The appropriate officials of the Authority, and each of them, are hereby authorized to execute and deliver for and on behalf of the Authority any or all additional certificates, documents and other papers to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this resolution and any resolution of the Authority.

Section 13. All regulations, orders and resolutions of the County or parts thereof inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any regulation, order, resolution or ordinance or part thereof.

Section 14. This Resolution shall become effective immediately upon adoption by the Board of County Commissioners.

PASSED BY THE BOARD OF COUNTY COMMISSIONERS OF SAN JUAN
COUNTY, UTAH THIS MAY 21, 2024.

Chair

ATTEST AND COUNTERSIGN:

County Clerk/Auditor

(S E A L)

RECORD OF PROCEEDINGS

The Board of County Commissioners met in public session at the regular meeting place of the Board in San Juan, Utah, on May 21, 2024 (the “Meeting”), at the hour of 11:00 a.m. with the following members of the Board being present:

Jamie Harvey	Chair/Commissioner
Bruce Adams	Commissioner
Sylvia Stubbs	Commissioner/Vice Chair

Also present:

Lyman W. Duncan	County Clerk/Auditor
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Absent:

which constituted all the members thereof.

After the Meeting had been duly called to order and after other matters were discussed, the foregoing resolution (the “Resolution”) was introduced in written form and fully discussed.

A motion to adopt the Resolution was then duly made by Commissioner _____ and seconded by Commissioner _____, and the Resolution was put to a vote and carried, the vote being as follows:

Those voting YEA:

Those voting NAY:

Those Abstaining:

Other business not pertinent to the Resolution appears in the minutes of the Meeting. Upon the conclusion of all business on the Agenda and motion duly made and carried, the Meeting was adjourned.

CERTIFICATE OF COUNTY CLERK/AUDITOR

I, Lyman W. Duncan, the duly appointed and qualified County Clerk/Auditor of the County do hereby certify that the attached Resolution is a true, accurate and complete copy thereof as adopted by the Board at a public meeting duly held on May 21, 2024 (the "Meeting"). The Meeting was called and noticed as required by law as is evidenced by the attached Certificate of Compliance with Open Meeting Law. The persons present and the result of the vote taken at the Meeting are all as shown above. The Resolution, with all exhibits attached, was deposited in my office on May 21, 2024 and is officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of the County, this May 21, 2024.

(S E A L)

County Clerk/Auditor

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Lyman W. Duncan, the undersigned County Clerk/Auditor of the County do hereby certify, according to the records of the County in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than 24 hours public notice of the agenda, date, time and place of the May 21, 2024, public meeting held by the County as follows:

(a) By causing a Meeting Notice, in the form attached, to be posted at the principal office of the County at least 24 hours prior to the convening of the meeting, the Meeting Notice having continuously remained so posted and available for public inspection until the completion of the meeting; and

(b) By causing a copy of the Meeting Notice to be posted on the County website at least 24 hours prior to the convening of the meeting.

(c) By causing a copy of the Meeting Notice to be posted on the Utah Public Notice Website at least 24 hours prior to the convening of the meeting.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this May 21, 2024.

County Clerk/Auditor

(S E A L)

(Attach Meeting Notice, including proof of posting thereof on the
Utah Public Notice Website and on County website)

EXHIBIT A

LEASE

(See Transcript Document No. __)

EXHIBIT B

GROUND LEASE

(See Transcript Document No __)

EXHIBIT C

MASTER RESOLUTION

(See Transcript Document No. __)

EXHIBIT D

SECURITY DOCUMENT

(See Transcript Document No. __)

WHEN RECORDED, RETURN TO:

Eric Todd Johnson, Esq.

Johnson & Yellowhorse

P.O. Box 831

Pleasant Grove, Utah 84062

LOCAL BUILDING AUTHORITY OF
SAN JUAN COUNTY, UTAH, AS LESSEE

A Nonprofit Corporation Organized Under the Laws
of the State of Utah

and

SAN JUAN COUNTY, UTAH, AS LESSOR

A Political Subdivision Organized
Under the Laws of the State of Utah

GROUND LEASE AGREEMENT

Dated as of _____, 2024

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (this “Ground Lease”) dated as of _____, 2024, entered into by and between the LOCAL BUILDING AUTHORITY OF SAN JUAN COUNTY, UTAH (the “Authority”), as lessee hereunder, a nonprofit corporation duly organized, existing and in good standing under the laws of the State of Utah, and also acting as issuer under a certain Master Resolution of even date herewith (the “Master Resolution”), and SAN JUAN COUNTY, UTAH (the “County”), as lessor hereunder, a political subdivision duly established and existing under and by virtue of the Constitution and laws of the State of Utah.

WITNESSETH:

WHEREAS, the County is the owner in fee simple of the real property, together with existing improvements thereon, as more fully described in Exhibit A attached hereto (the “Property”); and

WHEREAS, the County and the Authority desire to finance the acquisition and construction of a Public Safety Building Remodel and Expansion and related improvements (collectively, the “Facility”), which will be located on the Property; and

WHEREAS, the Authority desires to lease, as lessee, from the County its interest in the Property upon which the Facility will be constructed; and

WHEREAS, the County desires to lease the Property, as lessor, to the Authority, as lessee, under the terms and provisions set forth in this Ground Lease; and

WHEREAS, under the provisions of a resolution dated May 21, 2024, the Board of County Commissioners of the County has authorized and approved the execution of this Ground Lease and a Lease Agreement of even date herewith (the “Lease”), between the County and the Authority, wherein the Authority, as lessor, will lease to the County, as lessee, the Facility (the “Project”) and has authorized certain actions to be taken by the Authority in connection with the financing of the Project, including the issuance by the Authority of its Lease Revenue Bonds, Series 2024 (the “Series 2024 Bonds”) under the Master Resolution; and

WHEREAS, pursuant to the provisions of a Resolution dated May 21, 2024, the Governing Board of the Authority has authorized, approved and directed the execution of this Ground Lease, has authorized and approved the execution of the Lease, the Master Resolution, and the other Security Documents (as defined in the Master Resolution) and has authorized, approved and directed certain actions to be taken by the Authority in connection with the financing of the Project, including the issuance of the Series 2024 Bonds; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

DEFINITIONS

Terms defined in the above recitals shall have the same meaning when used herein. Unless the context otherwise requires or unless otherwise specified herein, all terms defined in Article I of the Master Resolution and Article I of the Lease shall have the same meaning where used in this Ground Lease. In addition, unless the context otherwise requires, the terms defined in this ARTICLE I shall, for purposes of this Ground Lease, have the meaning herein specified.

“CIB” means the State of Utah Permanent Community Impact Fund Board, or any successor agency.

“Event of Default” means one or more events of default as defined in Section 12.1 of this Ground Lease.

“Ground Lease Term” means the duration of the leasehold estate created in the Property as provided in ARTICLE IV of this Ground Lease.

“Permitted Encumbrances” means, as of any particular time, (i) this Ground Lease, including any security interest granted herein; (ii) utility access and other easements and rights-of-way, restrictions and exceptions which the County Representative and the Authority Representative certify will not interfere with the operation of the Facility or impair the marketability of title to the Facility or the general security provided for the Bondholders; (iii) the Lease; (iv) the Security Documents (as defined in the Master Resolution); (v) the rights of the County in the Property; and (vi) such minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property of the general character of the Facility and as do not, in the opinion of Independent Counsel, materially impair the operation or marketability of title to the Facility.

“Rental Payments” means the rental payments payable by the Authority hereunder.

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section II.1 Representations, Covenants and Warranties of the County

. The County represents, covenants and warrants for the benefit of the Authority as follows:

(a) The County is a political subdivision duly existing within the State under the Constitution and laws of the State. Under the provisions of the Constitution and laws of the State, the County is authorized to enter into the transactions contemplated by this Ground Lease and to carry out its obligations hereunder. The County has duly authorized and approved the execution and delivery of this Ground Lease.

(b) The County warrants that it holds fee simple title in the Property free from any encumbrances other than Permitted Encumbrances.

Section II.2 Representations, Covenants and Warranties of the Authority

. The Authority represents, covenants and warrants for the benefit of the County that the Authority is a nonprofit corporation duly incorporated and in good standing in the State of Utah and is duly qualified to transact business in the State of Utah, is not in violation of any provision of its Articles of Incorporation or its Bylaws, has the corporate power and authority to enter into this Ground Lease and has duly authorized and approved the execution and delivery of this Ground Lease by proper corporate action.

DEMISING CLAUSE

The County hereby demises and leases the Property to the Authority, and the Authority leases the Property from the County, subject only to Permitted Encumbrances, in accordance with the provisions of this Ground Lease, to have and to hold for the Ground Lease Term unless sooner terminated as expressly provided herein.

GROUND LEASE TERM

Section IV.1 Commencement of Ground Lease Term

. The Ground Lease Term shall commence as of the date of issuance of the Series 2024 Bonds, and shall terminate on October 1, 2055, unless sooner terminated in accordance with the provisions of Section 4.2 hereof.

Section IV.2 Termination of Ground Lease Term

. The Ground Lease Term shall terminate upon the first to occur of any of the following events:

- (a) The expiration of the Ground Lease Term as provided in Section 4.1 hereof; or
- (b) The discharge of the lien of the Master Resolution under Article IX thereof.

Section IV.3 Option to Renew Ground Lease

. Notwithstanding anything contained elsewhere herein to the contrary, in the event the capital actually invested (as defined in the Utah Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended) by the Authority in improvements constructed upon the Property has not been fully repaid by the County at the expiration of the term of this Ground Lease, the Authority shall have the option to renew this Ground Lease, on the same terms and conditions as set forth herein, for an additional term sufficient to repay said capital, which term, when added to the number of years for which this Ground Lease has theretofore been in effect, shall not exceed (a) the useful life of the Facility, or (b) until forty years after the date hereof.

ENJOYMENT OF PROPERTY

Subject to the provisions of the Lease, the County hereby covenants to provide the Authority during the Ground Lease Term with quiet use and enjoyment of the Property, and the Authority shall during the Ground Lease Term peaceably and quietly have and hold and enjoy the Property, without suit, trouble or hindrance from the County, except as expressly set forth herein. The County shall not interfere with such quiet use and enjoyment during the Ground Lease Term so long as no Event of Default shall have occurred. The County shall, at the request of the Authority, join in any legal action in which the Authority asserts its right to such possession and enjoyment, to the extent that the County may lawfully do so. In addition, the Authority may at its own expense join in any legal action affecting its possession and enjoyment of the Property and shall be joined in any action affecting its liabilities hereunder.

The County shall have the right at all reasonable times during business hours to enter into and upon the Property for the purpose of inspecting the same.

PAYMENTS BY THE AUTHORITY

The Authority shall pay Rental Payments to the County in the sum of \$32.00, that being \$1.00 per year for a maximum of 32 years, which amount represents the total Rental Payments due hereunder during the Ground Lease Term (including all renewal option periods). The parties hereto hereby acknowledge that said Rental Payments have been paid in full on the date hereof in lawful money of the United States of America at the principal office of the County. The County and the Authority hereby determine and agree that the Rental Payments payable hereunder during the Ground Lease Term, together with other good and valuable consideration received by the County under and pursuant to a Sublease, if any, represent reasonable rental for the use of the Property. In making such determination, the County and the Authority have given consideration to the current value of the Property, the execution by the County and the Authority of the Lease and the rentals payable thereunder, the financing by the Authority of the Facility, the uses and purposes for which the Facility will be employed by the County, the benefit to the citizens of the County by reason of the improvement of the Facility and the use and occupancy of such Facility.

NONSUBORDINATION OF THE COUNTY'S INTEREST

The Authority intends to finance the Facility by the issuance of the Series 2024 Bonds in accordance with the provisions of the Lease and Master Resolution; however, it is understood and agreed that only the Authority's leasehold interest in the Property will be used as security for the payment of the principal, premium, if any, and interest, if any, on such Bonds. Consequently, it is understood and agreed by and between the County and the Authority that the County has not subordinated, and shall not be required to subordinate, its interest in and to the Property to secure such financing. However, it is acknowledged that improvements constructed on the Property will or may be used as security for the Series 2024 Bonds.

TITLE; LIMITATIONS ON ENCUMBRANCES

Section VIII.1 Title to the Real Property and the Facility

. Subject to the leasehold interest created hereby, title to the Property shall at all times be held in the name of the County. Except personal property purchased by the County at its own expense, title to the Facility and any and all additions and modifications thereto and replacements thereof shall be held in the name of the Authority. The County shall have no right, title or interest in the Facility or any additions and modifications thereto or replacements thereof, except its reversionary rights by law as lessor and except as expressly set forth herein. On termination of this Ground Lease, the County shall become the title owner of all improvements affixed to the Property. The Authority agrees to execute such documents on termination of this Ground Lease as are required to convey said improvements to the County as herein provided.

Section VIII.2 No Encumbrance, Mortgage or Pledge

. Neither the Authority nor the County shall directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Facility, except (i) encumbrances of the leasehold estate pursuant to the Master Resolution and in accordance with Section 8.3 hereof; (ii) liens for taxes and assessments not then delinquent, or which the County may, pursuant to the provisions of Section 9.3 of the Lease, permit to remain unpaid; (iii) this Ground Lease, the Lease; (iv) utility access and other easements and rights-of-way, restrictions and exceptions which the County Representative and the Authority Representative certify, will not interfere with or impair the Facility; (v) the Security Documents as defined in the Master Resolution; and (vi) such minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property of the general character of the Facility and do not, in the opinion of Independent Counsel, materially impair title to the Facility.

Section VIII.3 Encumbrance of Leasehold Interest

. The Authority may encumber by mortgage or deed of trust, and may convey, assign or sublease, its leasehold interest and estate in the Property, alone or together with its interests in the Facility as a whole, for the benefit of the holders of the Series 2024 Bonds. The execution of any such mortgage, deed of trust, assignment or other instrument or the foreclosure thereof or any sale thereunder, either by judicial proceeding or by virtue of any power reserved in such mortgage, deed of trust, assignment or conveyance by the Authority for the benefit of the holders of the Series 2024 Bonds, or the exercising of any right, power or privilege set forth therein, shall not be held as a violation of any of the terms or conditions hereof. The assignee or grantee of any conveyance or assignment of the Authority may, at its option, at any time before the rights of the Authority have been terminated as provided herein, pay any of the Rental Payments due hereunder or pay any taxes and assessments, or do any other act or thing required of the Authority by the terms hereof, or do any act or thing which may be necessary or proper to be done in the observance of the covenants and conditions thereof, or to prevent the termination hereof; all payments so made, and all things so done and

performed by such party or entity shall be effective to prevent a forfeiture of the rights of the Authority hereunder as the same would have been if done and performed by said Authority.

MAINTENANCE, TAXES AND OTHER CHARGES

Section IX.1 Maintenance of the Property by the Authority

. In the event that the Ground Lease Term extends beyond the date of termination of the Lease, the Authority agrees that at all times during the Ground Lease Term the Authority will maintain, preserve and keep the Property or cause the Property to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair, working order and condition and that the Authority will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals with respect to the Property, so that it will continue to be suitable for use as contemplated by the Lease.

Section IX.2 Taxes, Other Governmental Charges and Utility Charges

. In the event that the Ground Lease Term extends beyond the date of termination of the Lease and in the event that the Property or any portion thereof shall, for any reason, be deemed subject to taxation, assessments or charges lawfully made by any governmental body which may be secured by a lien against the Property, the Authority shall pay an amount equal to the amount of all such taxes, assessments and governmental charges then due. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the Authority shall be obligated to pay such amounts only for such installments as are required to be paid during the Ground Lease Term. In the event that the Ground Lease Term extends beyond the date of termination of the Lease, the Authority shall also pay as the same respectively become due, all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property.

The Authority may, at the expense and in the name of the Authority, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom. In the event that the Authority shall fail to pay any of the foregoing items required by this Section 9.2 to be paid by the Authority, the County may (but shall be under no obligation to) pay the same, which amounts, together with interest thereon at the rate of eighteen percent (18%) per annum, the Authority agrees to pay.

CONDEMNATION; DESTRUCTION

If during the Ground Lease Term, title to, or the temporary or permanent use of the Facility or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the Authority and the County shall cooperate in the collection and disposition of the proceeds of condemnation such that the net proceeds of such condemnation allocable to the Facility and to the Authority's leasehold interest in the Property created hereunder shall be deposited and utilized by the Authority and the County in accordance with the provisions of the Lease and the Master Resolution and the net proceeds of such condemnation allocable solely to the County's reversionary interest in the Property will be payable to the County. Except as otherwise provided in the Lease, if during the Ground Lease Term, the Facility or any material portion thereof, shall be destroyed (in whole or in part), or damaged by fire or other casualty, the Net Proceeds of any insurance policy shall be deposited and utilized by the Authority and the County in accordance with the provisions of the Lease and the Master Resolution.

DISCLAIMER OF WARRANTIES; COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section XI.1 Further Assurances and Corrective Instruments

. The County and the Authority agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property hereby leased or intended so to be, or for carrying out the intention hereof.

Section XI.2 County and Authority Representatives

. Whenever under the provisions hereof the approval of the County or the Authority is required, or the County or the Authority is required to take some action at the request of the other, such approval or such request shall be given for the County by the County Representative and for the Authority by the Authority Representative, and any party hereto and the CIB shall be authorized to act on any such approval or request.

Section XI.3 Requirements of Law

. During the Ground Lease Term, the County and the Authority shall observe and comply promptly with all laws, ordinances, orders, rules and regulations of the federal, state, and County governments and of all courts or other governmental authorities having jurisdiction over the Facility or any portion thereof and of all their respective departments, bureaus and officials, and of the insurance regulatory agencies having jurisdiction over the Facility, or any portion thereof, or any other body exercising similar functions, and of all insurance companies writing policies covering the Facility or any portion thereof, whether the same are in force at the commencement of the Ground Lease Term or may in the future be passed, enacted or directed.

EVENTS OF DEFAULT AND REMEDIES

Section XII.1 Events of Default Defined

. The following shall be an “Event of Default” under this Ground Lease: Failure by the Authority to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, for a period of ninety (90) days after written notice, specifying such failure and requesting that it be remedied, given to the Authority by the County, unless the County shall agree in writing to an extension of time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period, the County shall not unreasonably withhold its consent to an extension of such time if corrective action shall be instituted by the Authority within the applicable period and diligently pursued until the default is corrected.

The foregoing provisions of this Section are subject to the following limitations: (i) if, by reason of force majeure, the Authority shall be unable in whole or in part to carry out any agreement on its part herein contained, other than the obligations on the part of the Authority contained in ARTICLE VI hereof, the Authority shall not be deemed in default during the continuance of such inability. The Authority agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the Authority from carrying out its agreement; provided, however, that the settlement of strikes, lockout and other industrial disturbances shall be entirely within the discretion of the Authority, and the Authority shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the Authority unfavorable to the Authority. A copy of any Notice required by this Section shall also be provided to the County and the CIB.

Section XII.2 Remedies on Default

. Whenever any Event of Default referred to in Section 12.1 of this Ground Lease shall have happened and be continuing, the County shall have the right, at its option without any further demand or notice to take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Ground Lease.

Section XII.3 No Remedy Exclusive

. No remedy herein conferred upon or reserved to the County is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon an Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved in this ARTICLE XII, it shall not be necessary to give any notice, other than such notice as may be required in this ARTICLE XII.

Section XII.4 Agreement to Pay Attorneys' Fees and Expenses

. In the event that either party hereto shall default under any of the provisions hereof and the nondefaulting party shall employ attorneys or incur other expenses for the collection of Rentals, or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it shall on demand therefor pay to the nondefaulting party the fees of such attorneys and such other expenses so incurred by the nondefaulting party, to the extent that such attorney's fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the County under this Section 12.4 be subject to the availability of County Funds.

Section XII.5 No Additional Waiver Implied by One Waiver

. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section XII.6 No Termination of Ground Lease Term

. Notwithstanding the remedies provided above, the Ground Lease Term of this Ground Lease may not be terminated prior to the end of the Term described in ARTICLE IV hereof by reason of an Event of Default hereunder.

INSURANCE AND INDEMNIFICATION

Section XIII.1 Insurance. The Authority hereby covenants and agrees to at all times provide, maintain and keep in force or cause to be kept in force or cause to be kept in force such insurance as set forth in Article IX of the Lease (as defined in the Master Resolution) with respect to the Facilities.

Section XIII.2 Indemnification Covenants. To the extent of the net proceeds of the insurance coverage of the Authority and contractor's performance and payment bonds for the Facilities, the Authority shall and hereby agrees to indemnify and save the County harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the conduct or management of, or from any work or thing done on, the Facilities during the Lease Term from: (i) any condition of the Facilities; and (ii) any act or negligence of the Authority or of any of its agents, contractors or employees or any violation of law or the breach of any covenant or warranty hereunder. To the extent of available moneys as set forth above, or in the event the Authority is self insured, or the insurance coverage has a deductible amount, then from moneys to be appropriated under budget proceedings for future years, if such appropriations are then made, the Authority shall indemnify and save the County harmless, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the County, shall defend it in any action or proceeding.

In exchange for the Authority's agreement to indemnify the County as provided in this Section 13.2, the County hereby agrees to assert any cause of action that it might individually have against any third parties for the benefit of the Authority. Furthermore, in no event will the County voluntarily settle or consent to the settlement of any proceeding arising out of any claim applicable to the Facilities without the written consent of the Authority.

MISCELLANEOUS

Section XIV.1 Notices

. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, addressed as follows: if to the Authority, the Local Building Authority of San Juan County, 117 S. Main, Monticello, Utah 84535, Attention: Chair; of to the County, San Juan County, 117 S. Main, Monticello, Utah 84535, Attention: Chair. A duplicate copy of each notice, certificate or other communications given hereunder by the Authority or the County shall also be given to the CIB. The Authority and the County may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section XIV.2 Binding Effect

. This Ground Lease shall inure to the benefit of and shall be binding upon the Authority, the County and their respective successors and assigns.

Section XIV.3 Severability

. In the event any provision of this Ground Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section XIV.4 Amendments, Changes and Modifications

. Subsequent to the issuance of the Series 2024 Bonds and prior to their payment in full (or provision for the payment thereof having been made in accordance with the provisions of the Master Resolution), and except as otherwise herein expressly provided, this Ground Lease may not be effectively amended, changed, modified, altered or terminated without the written consent of the CIB.

Section XIV.5 Execution in Counterparts

. This Ground Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section XIV.6 Applicable Law

. This Ground Lease shall be governed by and construed in accordance with the laws of the State.

Section XIV.7 Captions

. The captions or headings in this Ground Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Ground Lease.

Section XIV.8 Assignment

. This Ground Lease may be assigned and reassigned by the Authority and the Authority's interest in the Property transferred in accordance with the terms hereof and of the Lease. This Ground Lease may not be assigned by the County for any reason.

IN WITNESS WHEREOF, the Authority has caused this Ground Lease to be executed with its corporate seal hereunto affixed and attested by its duly authorized officer. The County has executed this Ground Lease in its name with its seal hereunto affixed and attested by its duly authorized officers. All of the above occurred as of the date first above written.

LOCAL BUILDING AUTHORITY OF
SAN JUAN COUNTY, UTAH

By: _____
Chair

Attest:

By: _____
Secretary

(LBA SEAL)

SAN JUAN COUNTY, UTAH

By: _____
Chair

Attest:

By: _____
County Clerk

(COUNTY SEAL)

STATE OF UTAH)
 :SS
 COUNTY OF SAN JUAN)

In the County of San Juan, State of Utah, on this ____ day of _____, 2024, before me, the undersigned notary, personally appeared Jamie Harvey and Lyman W. Duncan, the Chair and the Secretary, respectively, of the Local Building Authority of San Juan County, Utah, who are personally known to me or who proved to me their identities through documentary evidence to be the persons who signed the preceding document in my presence and who swore or affirmed to me that their signatures are voluntary.

Notary signature and seal

STATE OF UTAH)
 :SS
 COUNTY OF SAN JUAN)

In the County of San Juan, State of Utah, on this ____ day of _____, 2024, before me, the undersigned notary, personally appeared Jamie Harvey and Lyman W. Duncan, the Chair and County Clerk/Auditor, respectively, of San Juan County, Utah, who are personally known to me or who proved to me their identities through documentary evidence to be the persons who signed the preceding document in my presence and who swore or affirmed to me that their signatures are voluntary.

EXHIBIT A

DESCRIPTION OF PROPERTY

Real property located in San Juan County, Utah, to-wit:

Public Safety Building Remodel and Expansion and related improvements

LOCAL BUILDING AUTHORITY OF SAN JUAN COUNTY, UTAH
AS LESSOR

A Nonprofit Corporation Organized Under the Laws of
the State of Utah

and

SAN JUAN COUNTY, UTAH, AS LESSEE

A Political Subdivision and Body Politic of
the State of Utah

LEASE AGREEMENT

Dated as of _____, 2024

Various interests of the Local Building Authority of San Juan County, Utah, in this Lease Agreement have been assigned to secure the payment of the Local Building Authority of San Juan County, Utah, Lease Revenue Bonds, Series 2024 under a Master Resolution dated as of the date hereof.

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LEASE AGREEMENT

THIS LEASE AGREEMENT (the “Lease”) dated as of _____, 2024, entered into by and between the LOCAL BUILDING AUTHORITY OF SAN JUAN COUNTY, UTAH (the “Authority”), as lessor hereunder, a nonprofit corporation duly organized, existing and in good standing under the laws of the State of Utah, and also acting as issuer under a Master Resolution dated as of even date herewith (the “Master Resolution”), and SAN JUAN COUNTY, UTAH (the “County”), as lessee hereunder, a political subdivision and body politic under the laws of the State of Utah;

W I T N E S S E T H :

WHEREAS, the County is a political subdivision and body corporate and politic duly existing under and by virtue of the Constitution and laws of the State of Utah; and

WHEREAS, the County has previously authorized and directed the creation of the Authority pursuant to provisions of a Resolution (the “Creating Resolution”); and

WHEREAS, pursuant to the direction of the Board of County Commissioners of the County (the “Commissioners”) contained in the Creating Resolution, the Authority has been duly and regularly created, established and is organized and existing as a nonprofit corporation under and by virtue of the provisions of the Constitution and laws of the State of Utah, including, in particular, the provisions of the Utah Revised Nonprofit Corporations Act, Title 16, Chapter 6a, Utah Code Annotated 1953, as amended (the “Nonprofit Corporation Act”) and the Utah Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended (the “Utah Local Building Authority Act” and collectively with the Nonprofit Corporation Act, the “Acts”); and

WHEREAS, under the articles of incorporation of the Authority (the “Articles”) the objects and purposes for which the Authority has been founded and incorporated are to acquire, improve or extend one or more projects and to finance their costs on behalf of the County in accordance with the procedures and subject to the limitations of the Utah Local Building Authority Act in order to accomplish the public purposes for which the County exists; and

WHEREAS, the Authority is possessed under the Articles of all powers set forth in the Acts, the Constitution and other laws of the State of Utah, including, without limitation, the power to acquire, own, hold, lease and improve real and personal property and to enter into agreements providing for a lease, mortgage or other conveyance of real and personal property; and

WHEREAS, the Authority and the County desire to finance certain projects including the acquisition and construction of a Public Safety Building Remodel and Expansion and related improvements (the “Project”); and

WHEREAS, the County desires to Ground Lease to the Authority parcels of land to be used as the sites of the Project pursuant to a Ground Lease Agreement of even date

herewith, by and between the County, as lessor, and the Authority, as lessee (the “Ground Lease”), and

WHEREAS, the County desires to lease, as lessee, on an annually renewable basis, the Project from the Authority and the Authority desires to lease, as lessor, the Project to the County under the terms and provisions set forth in this Lease; and

WHEREAS, the Board has previously approved the estimated costs of the Project; and

WHEREAS, under the provisions of a resolution dated May 21, 2024 (the “County Resolution”), the Board of County Commissioners has authorized and approved the execution of this Lease and the Ground Lease (defined herein) and has authorized certain actions to be taken by the Authority in connection with the financing of the Project, including the issuance by the Authority under the Master Resolution of its Lease Revenue Bonds, Series 2024 in the total aggregate principal amount of \$21,366,000, to bear interest at 2.0% per annum (the “Series 2024 Bonds”); and

WHEREAS, pursuant to the provisions of a resolution dated May 21, 2024, the Board of Trustees of the Authority (the “Governing Board”) has authorized, approved and directed the execution of this Lease, the Ground Lease, has adopted the Master Resolution, and has authorized, approved and directed certain actions to be taken by the Authority in connection with the financing of the Project, including the issuance of the Series 2024 Bonds; and

WHEREAS, pursuant to and in accordance with the provisions of the Utah Local Building Authority Act and the Articles, the Authority proposes to undertake the financing of the Project and the leasing of the Project to the County under the terms and provisions of this Lease; and

WHEREAS, the Authority proposes to finance the Project, in part, through the issuance of the Series 2024 Bonds; and

WHEREAS, the Series 2024 Bonds will be secured as provided in the Master Resolution including the Security Documents (defined herein) and a pledge and assignment of this Lease and the revenues and receipts derived by the Authority from the Project, all as more fully set forth in the Master Resolution.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

DEFINITIONS

All terms defined in Article I of the Master Resolution, unless the context otherwise requires, shall have the same meaning in this Lease. In addition, unless the context otherwise requires, the terms defined in this Article I shall, for all purposes of this Lease and the Master Resolution, have the meaning herein specified.

“Acts” means, collectively, the Utah Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended, and the Utah Revised Nonprofit Corporation Act, Title 16, Chapter 6a, Utah Code Annotated 1953, as amended.

“Additional Bonds” means Bonds issued by the Authority pursuant to Section 3.10 of the Master Resolution.

“Additional Rentals” means the cost of all taxes, insurance premiums and expenses payable by, and fees of, the Authority with respect to the Bonds and other charges and costs which the County assumes or agrees to pay exclusively from County Funds under Section 6.3 of this Lease, together with all interest and penalties that may accrue thereon in the event that the County shall fail to pay the same, as specifically set forth herein.

“Authority” means the Local Building Authority of San Juan County, Utah, a nonprofit corporation organized under the laws of the State acting in the capacity of lessor under this Lease and as issuer under the Master Resolution.

“Authority Representative” means the person or persons at any time designated to act on behalf of the Authority for purposes of performing any act on behalf of the Authority with respect to the Project by a written certificate furnished to the County containing the specimen signature of such person or persons and signed on behalf of the Authority by any duly authorized officer of the Authority. Such certificate may designate an alternate or alternates. The Authority Representative may be an officer or employee of the Authority or the County.

“Base Rentals” means the payments payable by the County exclusively from County Funds pursuant to Section 6.2 of this Lease during the Original Term and any applicable Renewal Term hereof (as those terms are hereinafter defined), which constitute the payments payable by the County for and in consideration of the right of use of the Project during such Original Term and applicable Renewal Terms and the purchase option granted herein.

“Business Day” means a legal business day on which banking business is transacted in the state in which the Authority has its principal office.

“CIB” means the State of Utah Permanent Community Impact Fund Board, or any successor agency.

“Completion Certificate” shall mean the certificate described in Section 7.3 hereof establishing the Completion Date.

“Completion Date” shall mean the date of acceptance by the County of the Project as evidenced by delivery of the Completion Certificate.

“Construction Contract” shall mean any construction contract between the Authority (or its designee) and any contractor regarding construction of the Project.

“Costs of Construction” shall mean:

(a) the actual cost of enlarging, constructing, reconstructing, improving, replacing, restoring, renovating, maintaining, equipping or furnishing all or any part of the Project, including architect’s or engineer’s fees; and

(b) all expenses connected with the authorization, sale and issuance of the Bonds, including trustee initial fees, fees for outside attorneys or accountants, whose opinions are required to obtain the issuance of the Bonds, financial advisors’ fees and commissions and printing costs, those amounts as the Authority shall find necessary to establish reserves and maintenance, repair, replacement, and contingency funds and accounts, and the interest on Bonds for a reasonable time prior to, during, and for a reasonable period of time after completion of the construction of the Project.

“County” means San Juan County, Utah, a political subdivision and body politic duly established and existing under and by virtue of the Constitution and laws of the State.

“County Funds” means all revenues, receipts and other legally available moneys, including without limitation payments received by the County from operation or subleasing of the Project and moneys derived from ad valorem property taxes and other taxes, to the extent the same are budgeted and appropriated by the governing body of the County for the purpose of paying Base Rentals, Additional Rentals or the Purchase Option Price hereunder during the Original or any Renewal Term in which this Lease may be in effect.

“County Representative” means the person at any time designated to act on behalf of the County for purposes of performing any act with respect to the Project by a written certificate furnished to the Authority containing the specimen signature of such person and signed on behalf of the County by the Chair or any duly authorized officer thereof. Such certificate may designate an alternate or alternates. The County Representative may be an officer or employee of the Authority or the County.

“Event of Default” means one or more events of default as defined in Section 14.1 of this Lease.

“Event of Nonappropriation” means a failure by the County to renew this Lease by failing to budget and appropriate sufficient County Funds for the payment of all or any part of the Base Rentals and Additional Rentals for any Renewal Term hereof as set forth in Section 6.6 of this Lease prior to the beginning of any Renewal Term.

“Force Majeure” means, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies, including terrorists; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of the County and not due to its negligence.

“Ground Lease” means the Ground Lease Agreement of even date herewith between the County, as Lessor, and the Authority, as Lessee, and any amendments or supplements thereto, including exhibits attached thereto, whereby the County will lease the Project Site to the Authority.

“Independent Counsel” means an attorney duly admitted to the practice of law before the highest court of the State and who is not a full-time employee of the Authority or the County.

“Lease” means this Lease Agreement and any amendments or supplements hereto, including the exhibits attached hereto.

“Lease Term” means the duration of the estate created in the Project as provided in Article IV of this Lease, including the Original Term and the Renewal Terms, if any.

“Master Resolution” means the Master Resolution of the Authority dated as of the date of this Lease, pursuant to which the Bonds are authorized to be issued and certain interests of the Authority in this Lease, and the Base Rentals, Purchase Option Price and other revenues received by the Authority from the County with respect to the Project are to be pledged and assigned as security for the payment of principal of, premium, if any, and interest, if any, on the Bonds, including any resolution supplemental thereto.

“Net Proceeds,” when used with respect to any performance or payment bond proceeds or proceeds from policies of insurance required hereby or any condemnation award or the proceeds of any liquidation of all or portions of the Project, means the amount remaining after deducting all expenses (including, without limitation, attorneys’ fees and costs) incurred in the collection of such proceeds or award from the gross proceeds thereof.

“Original Term” means the portion of the Lease Term which terminates on December 31, 2024.

“Permitted Encumbrances” means, as of any particular time, liens for taxes and assessments not then delinquent, or which the County may, pursuant to the provisions of Article IX of this Lease, permit to remain unpaid; this Lease, including any security interests granted herein and therein; utility access and other easements and rights of way, restrictions and exceptions which the County Representative and the Authority Representative certify will not interfere with the operation of the Project or impair the marketability of title to the Project or the general security provided for the Bondholders;

the Master Resolution, the Security Documents and related financing statements; the ownership interest of the County in the Project Site under the Ground Lease, and such minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property of the general character of the Project and as do not, in the opinion of Independent Counsel, materially impair the operation or marketability of title to the Project.

“Project” means the acquisition and construction of a Public Safety Building Remodel and Expansion and other related improvements, as more fully described in Exhibit A hereto.

“Project Documents” means the plans and specifications with respect to the Project, any necessary permits for construction of the Project, including any building permits and certificates of occupancy or waivers of the same; the Construction Contract; policies of title, casualty, public liability and workers’ compensation insurance, or certificates thereof, as required by this Lease with respect to the Project; performance and payment bonds with respect to the Project; contracts with the architect hired in connection with the plans and specifications; and policies of title, casualty and public liability insurance, any and all other documents executed by or furnished to the County in connection with the acquisition, construction and equipping of the Project.

“Project Site” means, collectively, the real property, as more fully described in Exhibit A hereof, upon which the Project is located.

“Purchase Option Price” means an amount payable, at the option of the County, at any time for the purpose of terminating the payment obligation of the County under this Lease and purchasing the Project, which amount, when added to the amounts then on deposit in the Bond Fund and Reserve Fund (other than moneys held by the Authority for the payment of Bonds not deemed Outstanding), shall be sufficient to pay, defease, retire and/or redeem all the Outstanding Bonds, as appropriate, in accordance with the provisions of the Master Resolution (including, without limiting the generality of the foregoing, the principal of and interest to maturity or earliest applicable redemption date of the relevant Bonds, as the case may be, and premium, if any, thereon, the expenses of defeasance and/or redemption, including escrow agent fees, if any, and the Authority’s and paying agents’ fees and expenses) and in case of redemption, to make arrangements satisfactory to the Authority for the giving of the required notice of redemption.

“Refunding Bonds” means Bonds issued by the Authority pursuant to Section 3.9 of the Master Resolution.

“Renewal Terms” means the optional Renewal Terms of the Lease Term as provided in Article IV of this Lease.

“Security Documents” means a leasehold deed of trust, assignment of rents and security agreement and an assignment of ground lease with respect to the Project.

“State” means the State of Utah.

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section II.1 Representations, Covenants and Warranties of the County

. The County represents, covenants and warrants for the benefit of the Authority as follows:

(a) The County is a political subdivision and body politic duly existing as such within the State under the Constitution and laws of the State. Under the provisions of the Constitution and laws of the State, the County is authorized to enter into the transactions contemplated by this Lease and the Ground Lease and to carry out its obligations hereunder. The County has duly authorized and approved the execution and delivery of this Lease and the Ground Lease. The County agrees that it will do or cause to be done all things necessary to preserve and keep in full force and effect its existence.

(b) The Authority has by this Lease leased the Project to the County as hereinafter provided. It is understood by the parties hereto that the Authority shall have all rights, title and interest in the Project, subject to Permitted Encumbrances.

(c) During the Lease Term, the Project will at all times be used for the purposes described herein consistent with the permissible scope of the Authority and the County under the Constitution and laws of the State.

(d) The County is not in default under any of the provisions of the laws of the State which default would affect its existence or its powers referred to in subsection (a) of this Section 2.1. Neither the execution and delivery of this Lease, the Ground Lease nor the issuance and sale of the Bonds, nor the performance by the County of its obligations under this Lease nor the Ground Lease will constitute on the part of the County a breach of or a default under, any existing law, court or administrative regulation, decree, order or any material agreement, indenture, mortgage, lease or any other instrument to which the County is subject or by which it is or may be bound.

(e) There is no action, suit or proceeding pending or, to the best knowledge of the County, threatened, or any basis therefor, before any court or administrative agency which may adversely affect the County or ability of the County to perform its obligations under this Lease or the Ground Lease. All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by the County of this Lease or the Ground Lease or in connection with the carrying out by the County of its obligations under the Lease or the Ground Lease have been obtained.

(f) The Project as designed complies with all presently applicable state and local building and zoning ordinances.

(g) The acquisition of the Project will be accomplished in accordance with all applicable laws and is necessary and appropriate for accomplishing one or more of the authorized functions or public purposes of the County and is suitable for such purpose and in furtherance of the purposes of the County and the best interests of the citizens of the County.

Section II.2 Representations, Covenants and Warranties of the Authority

The Authority represents, covenants and warrants for the benefit of the County as follows:

(a) The Authority is a nonprofit corporation duly incorporated and in good standing under the laws of the State and is duly qualified to transact business in the State, is not in violation of any provision of its Articles or its Bylaws, has the corporate power and authority to enter into this Lease and the Ground Lease and has duly authorized and approved the execution and delivery of this Lease and the Ground Lease by proper corporate action.

(b) The Authority agrees that, so long as this Lease has not been terminated, it will maintain its corporate existence, will continue to be a corporation in good standing under the laws of the State, will not dissolve or otherwise dispose of all or substantially all of its assets, except as provided in this Lease, and will not consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it.

(c) The Authority has, or will acquire, ownership of the Project (subject to Permitted Encumbrances). The Authority has by this Lease leased the Project to the County as hereinafter provided. It is understood by the parties hereto that the Authority shall have all rights, title and interest in the Project, subject to Permitted Encumbrances.

(d) The Authority will not pledge the Base Rentals, the Additional Rentals, Purchase Option Price or any of its other rights hereunder and will not assign its interest in or encumber the Project except as provided hereunder and under the Master Resolution and the Security Documents. All property and moneys received by the Authority for the County will, so long as no Event of Nonappropriation or Event of Default shall occur, be applied for the benefit of the County, and all property and moneys received by the Authority hereunder with respect to the Project and under the Master Resolution for the Bondholders of the Bonds will be applied for the proportionate benefit of said Bondholders.

(e) Neither the execution and delivery hereof, nor the fulfillment of or compliance with the terms and conditions hereof or of the Ground Lease, nor the consummation of the transactions contemplated hereby or of the Ground Lease conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Authority is now a party or by which the Authority is bound, or constitutes a default under any of the

foregoing or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Authority except Permitted Encumbrances.

(f) Except as otherwise provided herein, in the Master Resolution and the Security Documents, the Authority will not assign this Lease, its rights to payments from the County or its duties and obligations hereunder to any other person, firm or corporation so as to impair or violate the representations, covenants and warranties contained in this Section 2.2.

(g) The Authority will not use any of the proceeds of the sale of the Bonds in a manner not authorized by the terms of this Lease, the Master Resolution or the exhibits hereto and thereto.

(h) There is no action, suit or proceeding pending or, to the best knowledge of the Authority, threatened, or any basis therefor, before any court or administrative agency which might adversely affect the Authority or the ability of the Authority to perform its obligations under the Lease, the Ground Lease, the Master Resolution, the Security Documents or the Bonds. All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by the Authority of this Lease, the Master Resolution, the Security Documents and the Bonds or in connection with the carrying out by the Authority of its obligations under this Lease, the Ground Lease, the Master Resolution, the Security Documents and the Bonds have been obtained.

(i) The Authority gave notice of its intent to issue the Series 2024 Bonds and no petition meeting the requirements of the Utah Local Building Authority Act was submitted during the 30-day period following posting of such notice.

DEMISING CLAUSE

The Authority hereby demises and leases the Project to the County and the County leases the Project from the Authority, subject only to Permitted Encumbrances in accordance with the provisions of this Lease, to have and to hold under this Lease unless sooner terminated as expressly provided herein. Nothing in this Lease shall be construed to require the County to operate the Project other than as the lessee hereunder or to exercise its right to purchase the Project or any portion thereof as provided in Article XII of this Lease.

The Authority warrants and covenants that it has (or will have) an interest in the Project Site and that it will furnish the Project, all as more fully described in Exhibit A hereto and subject to Permitted Encumbrances. The Authority will cause to be furnished at the time of delivery of the Series 2024 Bonds, or at or prior to disbursement of any amounts with respect to such portion of the Project, a title report issued by a title insurance company satisfactory to the CIB which satisfies the requirements of Section 3.3(c) of the Master Resolution.

The Authority shall be empowered, after an Event of Nonappropriation or an Event of Default and the foreclosure of the security afforded under this Lease, the Master Resolution or the Security Documents, and apply the said amounts collected to the Base Rentals and Additional Rentals, as appropriate, required herein, but, no such collection shall be deemed a waiver of any agreement, term, covenant or condition hereof.

LEASE TERM

Section IV.1 Commencement of Lease Term

. The Lease Term shall commence as of the date of delivery of the Series 2024 Bonds and shall terminate at midnight on December 31, 2024. The Lease Term may be continued, solely at the option of the County, beyond the termination of the Original Term for an additional year, the first “Renewal Term”, and for 32 consecutive additional Renewal Terms thereafter each of one year in duration (except that the final Renewal Term shall commence January 1, 2055, and end on October 1, 2055), upon the County having budgeted and appropriated, prior to the end of the then current Original or Renewal Term, sufficient County Funds for the payment of Base Rentals and reasonably estimated Additional Rentals to become due during the next following Renewal Term, it being understood that by budgeting and appropriating such amounts, the County shall have elected to continue the Lease Term for the next following Renewal Term and shall have given adequate notice thereof as contemplated by the Utah Local Building Authority Act, and it being further understood that if no payment is due and owing during a Renewal Term, the County shall be deemed to have continued the Lease Term for said Renewal Term. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Base Rentals and Purchase Option Price shall be as otherwise provided herein.

Notwithstanding anything contained elsewhere herein to the contrary, the Lease Term will be automatically renewed prior to the Completion Date of the Project, since the County will not be required to budget and appropriate funds for the payment of Base Rentals until such date and should the County budget and appropriate funds for the payment of Base Rentals and reasonably estimated Additional Rentals to become due during the following Renewal Term with respect to the Lease, the County shall automatically be deemed to have continued the Lease Term for such Renewal Term. Should the County fail to budget and appropriate funds for the payment of Base Rentals and reasonably estimated Additional Rentals to become due during the following Renewal Term under the Lease, the County may, nevertheless elect to continue the Lease Term in accordance with the provisions hereof.

Section IV.2 Termination of Lease Term

. The Lease Term shall terminate upon the first to occur of the following events:

- (a) the occurrence of an Event of Nonappropriation;
- (b) the exercise by the County of its option to purchase the Project, granted under the provisions of this Lease;
- (c) an Event of Default and the election of the Authority to terminate this Lease under Article XIV hereof;

(d) the discharge of the lien of the Master Resolution under Article IX thereof;

(e) the termination of the Lease Term pursuant to Section 10.3 of this Lease under the conditions provided therein; or

(f) October 1, 2055, which date constitutes the last day of the final Renewal Term of this Lease, upon payment of all Base Rentals and Additional Rentals required hereunder.

ENJOYMENT OF PROJECT

Subject to the provisions of the Lease, the Authority hereby covenants to provide the County during the Lease Term with quiet use and enjoyment of the Project, and the County shall during the Lease Term peaceably and quietly have and hold and enjoy the Project, without suit, trouble or hindrance from the Authority or the Bondholders, except as expressly set forth herein and in the Master Resolution and the Security Documents. Neither the Authority nor any Bondholder shall interfere with such quiet use and enjoyment during the Lease Term so long as no Event of Default or Event of Nonappropriation shall have occurred. The Authority shall, at the request of the County and at the cost of the County, join in any legal action in which the County asserts its right to such possession and enjoyment, to the extent that the Authority may lawfully do so. In addition, the County may at its own expense join in any legal action affecting its possession and enjoyment of the Project and shall be joined as a party in any action affecting its liabilities hereunder.

The Authority shall have the right at all reasonable times during business hours (and in emergencies at all times) to enter into and upon the Project for the purpose of inspecting the same.

PAYMENTS BY THE COUNTY

Section VI.1 Payments to Constitute a Current Expense of the County

. The County and the Authority acknowledge and agree that the obligation of the County to pay Base Rentals and Additional Rentals hereunder constitutes a current expense of the County payable exclusively from County Funds and shall not in any way be construed to be an obligation or indebtedness of the County within the meaning of Sections 3 or 4 of Article XIV of the Utah Constitution, or any other constitutional or statutory limitation or requirement applicable to the County concerning the creation of indebtedness. No provision of this Lease shall be construed or interpreted as a lending of the credit of the County within the meaning of Section 29 of Article VI of the Utah Constitution. Neither the County, nor the Authority on its behalf, has pledged the credit of the County to the payment of the Base Rentals, the Additional Rentals, the Purchase Option Price, the Bonds or the interest thereon, and neither this Lease, the Ground Lease, the Security Documents, the Master Resolution nor the Bonds, if any, shall directly or contingently obligate the County to apply money, or to levy or pledge any form of taxation, to the payment of the Base Rentals, the Additional Rentals, the Purchase Option Price, the Bonds or any interest thereon except as expressly provided herein.

Section VI.2 Payment of Base Rentals

. The County shall pay Base Rentals exclusively from County Funds. The County shall pay Base Rentals during the Original Term and any Renewal Term in such amounts as shall be sufficient to pay principal when due on the Bonds. The Base Rentals shall be payable directly to the Authority in annual payments in such amounts as shall equal the interest payments, if any, falling due on the Bonds on the next succeeding interest payment date and the principal payments falling due on the Bonds, either by regularly scheduled maturities or by mandatory sinking fund redemption, on the next succeeding principal payment date, such that there shall be on deposit with the Authority at least fifteen (15) days prior to each principal and/or interest payment date on the Bonds an amount sufficient to make such payment. In addition, until the Reserve Fund with respect to the Bonds is at all times fully funded to the Reserve Fund Requirement, the County shall, in the event it elects to renew this Lease during the following Renewal Term, and as a condition of renewal, pay to the Authority in annual payments Additional Rentals during the following Renewal Term, in an amount sufficient to fund or replenish the Reserve Fund to the Reserve Fund Requirement as provided in the Master Resolution. Notwithstanding anything contained herein to the contrary, no payment of Base Rentals or Additional Rentals shall be required to be paid prior to delivery of the Project to the County for occupancy, provided, however, that as substantial portions of the Project are available for operation the County shall pay Base Rentals in proportion to the portion available. The amount of the Base Rentals otherwise payable by the County hereunder shall be reduced by an amount equal to earnings on the investment of the Bond Fund, moneys transferred to the Bond Fund from the Reserve Fund pursuant to the last paragraph of Section 6.7 of the Master Resolution which moneys are applied to pay the principal of and interest, if any, on the Bonds, any moneys paid by the Authority for the purchase of the Bonds and the cancellation thereof or which are otherwise deposited in

the Bond Fund, other than moneys paid as Base Rentals or the Purchase Option Price. Base Rentals due at least fifteen (15) days prior to any Bond payment date shall be in consideration for the use of the Project by the County during the one-year period succeeding each Bond payment date and for the option to purchase the Project granted herein.

It is understood and agreed by the County that, subject to the terms of this Lease and the Master Resolution, all Base Rentals payable under this Section 6.2 by the County, as well as the Purchase Option Price, if paid with respect to the Project, are pledged by the Authority for the benefit of the Bondholders. The County assents to such pledge. The Authority hereby directs the County, and the County hereby agrees to pay to the Authority at its principal office, all Base Rentals payable by the County pursuant to this Section 6.2 and, if paid, the Purchase Option Price.

The amount of the Base Rentals and Purchase Option Price otherwise payable shall be reduced as appropriate to reflect any redemption of Bonds and/or the purchase of Bonds and the cancellation thereof in advance of their maturity; provided, however, that adequate provision shall be made for the payment of any Additional Bonds or Refunding Bonds. If at any time the amounts held by the Authority in the Bond Fund and the Reserve Fund (other than moneys held for the payment of Bonds not deemed Outstanding) shall be sufficient to pay at the times required the principal of and interest and redemption premium, if any, on all of the Bonds (including any Additional Bonds and Refunding Bonds) then Outstanding, the County shall not be obligated to pay any further Base Rentals hereunder.

Section VI.3 Payment of Additional Rentals with Respect to the Project

. In addition to the Base Rentals and as part of the total consideration for the use of the Project and the option to purchase the Project, and commencing upon delivery of possession of the Project or any substantial portion thereof, as provided in Section 6.2 of this Lease and continuing throughout the period that the County pays Base Rentals, the County shall pay the following Additional Rentals, exclusively from County Funds, during the Original Term and any Renewal Terms thereof as hereinafter provided:

- (a) the annual fee of the Authority for the ordinary services of the Authority rendered and its ordinary expenses incurred under the Master Resolution;
- (b) the reasonable fees and charges of the Authority and any paying agent appointed under the Master Resolution with respect to the Bonds for acting as paying agent as provided in the Master Resolution;
- (c) the reasonable fees and charges of the Authority for extraordinary services rendered by it and extraordinary expenses incurred by it as Authority under the Master Resolution;
- (d) the reasonable out-of-pocket expenses of the Authority not otherwise required to be paid by the County under the terms of this Lease;

(e) the costs of maintenance and repair as required under Section 9.1 of this Lease;

(f) the costs of taxes, governmental charges, utility charges, management and operations expenses, liens and encumbrances as required under Section 9.3 of this Lease;

(g) the costs of casualty, public liability and property damage and worker's compensation insurance as required under Sections 9.4, 9.5 and 9.6 of this Lease;

(h) the amount of any tax or excise on the Base Rentals, Additional Rentals, Purchase Option Price or any other tax, however described, levied, assessed or imposed by the United States Government, the State or any political subdivision or any taxing authority thereof against the Authority; and

(i) an amount equal to any franchise, succession, capital levy or transfer tax or any income, excess profits or revenue tax, or any other tax, assessment, charge or levy upon the Base Rentals, Additional Rentals or the Purchase Option Price payable by the County pursuant to this Lease.

The Additional Rentals specified in subsections (a), (b) and (c) shall be payable to the Authority and shall be due and payable within ten (10) days after notice in writing from the Authority to the County stating the amount of Additional Rentals then due and payable and the purpose thereof. Except as otherwise provided herein or in the Master Resolution, the Additional Rentals specified in subsections (d), (e), (f), (g), (h) and (i) shall be payable to the Authority or directly to the person or entity with respect to which such costs were incurred and shall be due and payable at such time as the Authority or such person or entity shall require.

Section VI.4 Manner of Payment

The Base Rentals, Additional Rentals and, if paid, the Purchase Option Price, shall be paid exclusively from County Funds and in lawful money of the United States of America. The obligation of the County to make payment of the Base Rentals and Additional Rentals required under this Article VI and other sections hereof and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events except as expressly provided hereunder. Notwithstanding any dispute between the County and the Authority, any Bondholder, any contractor or subcontractor retained with respect to the acquisition, construction and equipping of the Project, any supplier of labor or materials in connection therewith or any other person, the County shall pay all payments of Base Rentals and Additional Rentals, from and to the extent of available County Funds, when due, and shall not withhold any Base Rentals or Additional Rentals pending final resolution of such dispute, nor shall the County assert any right of set-off or counterclaim against its obligation to make such payments required hereunder. The obligation of the County to pay Base Rentals and Additional Rentals during the Original Term and the then current Renewal Term shall be

absolute and unconditional in all events, except as expressly provided herein, and payment of the Base Rentals and Additional Rentals shall not be abated through accident or unforeseen circumstances.

Section VI.5 Expression of Need for the Project by the County; Determination of Purchase Price

. The County hereby declares that, as of the date of the execution of this Lease, the County currently has an essential need for the Project which is the subject of this Lease to carry out and give effect to the public purposes of the County. By the execution hereof, the County and the Authority hereby agree and determine that the Base Rentals and Additional Rentals payable hereunder are reasonable and that the Purchase Option Price represents, as of the end of the Original Term or any Renewal Term, a reasonable purchase price of the Project. In making such determination the County and the Authority have given consideration to the costs of construction of the Project, the cost of financing the Project, the uses and purposes for which the Project will be employed by the County and the benefit to the citizens of the County by reason of the County's use and occupancy of the Project pursuant to the provisions of this Lease.

Section VI.6 Nonappropriation

. In the event that sufficient County Funds shall not be budgeted and appropriated by the County prior to the beginning of any Renewal Term for the payment of the Base Rentals becoming due during such Renewal Term, and such Additional Rentals becoming due during such Renewal Term which can be determined with reasonable accuracy, then an Event of Nonappropriation shall be deemed to have occurred as of the first day of such Renewal Term and the County shall not be obligated to make payment of the Base Rentals or Additional Rentals provided for herein beyond the last day of the Renewal Term preceding such Event of Nonappropriation. Subject to the provisions of the next succeeding sentence, once the County has elected to continue this Lease for a Renewal Term by budgeting and appropriating sufficient County Funds for the payment of Base Rentals and Additional Rentals hereunder the County shall, as of the first day of such Renewal Term, be obligated to pay such Base Rentals and Additional Rentals during such Renewal Term. If the County fails to pay any Base Rentals or Additional Rentals due under this Lease, or upon an Event of Nonappropriation the County shall immediately quit and vacate the Project and its obligation to pay Base Rentals or Additional Rentals hereunder shall terminate. The Authority shall, upon the occurrence of an Event of Nonappropriation, have all rights and remedies to take possession of the Project as trustee for the benefit of the Bondholders and shall hold in trust for the Bondholders all moneys then on hand and being held in all funds created under the Master Resolution. All property, funds and rights acquired by the Authority by reason of an Event of Nonappropriation as provided herein shall be held by the Authority under the Master Resolution for the benefit of the Bondholders as set forth in said Master Resolution until the principal of, and premium, and interest, if any, on the Bonds are paid in full and any excess shall thereafter be paid to the County.

The parties hereto agree that, upon the occurrence of an Event of Nonappropriation, the County shall immediately quit and vacate the Project.

Section VI.7 Application of Base Rentals, Additional Rentals and Purchase Option Price

—All Base Rentals, the Additional Rentals specified in subsections (a). (b), (c) and (d) of Section 6.3 hereof, and, if paid by the County, the Purchase Option Price shall be paid to the Authority for application in accordance with the Master Resolution.

Section VI.8 Request for Appropriation

. To the extent permitted by law, the County covenants and agrees as follows:

(a) During the term of this Lease, the County covenants and agrees to include in its annual tentative budget prepared by the appropriate officials acting on behalf of the County in accordance with applicable law an item for expenditure of an amount necessary (after taking into account any moneys then legally available for such purpose, including but not limited to such revenues and receipts, if any, as may be generated by the County's operation or subleasing of the Project) to pay the Base Rentals and reasonably estimated Additional Rentals (calculated as provided herein) for the Project during the next succeeding Renewal Term, and to take such further action (or cause the same to be taken) as may be necessary or desirable to assure that the final budget submitted to the governing body of the County for its consideration seeks an appropriation of moneys sufficient to pay such Base Rentals and Additional Rentals for each such Renewal Term, including all such actions for such purpose as may be required under the Uniform Fiscal Procedures Act for Counties, Title 17, Chapter 36, Utah Code Annotated 1953, as amended (the "Uniform Fiscal Procedures Act"). The first such inclusion in the County's annual tentative budget shall be made under applicable law in the fiscal year prior to the fiscal year commencing December 1, 2010, so that the Base Rentals payable during such Renewal Term and the reasonably estimated Additional Rentals payable during such Renewal Term will have been appropriated for such purpose, and subsequent inclusions in each respective tentative budget for appropriations by the County shall be made in each fiscal year thereafter so that the Base Rentals to be paid during the succeeding Renewal Term and Additional Rentals payable during such Renewal Term will be available for such purposes as long as the governing body of the County determines to approve such amount in the final budget as adopted.

To effect the covenants set forth in (a) above, the County hereby directs its "budget officer" (as such term is defined in the Uniform Fiscal Procedures Act, or any other officer at the time charged with the responsibility of formulating budget proposals) to include in the tentative budget prepared annually by such budget officer or other officer and submitted to the governing body of the County, in any year in which this Lease is in effect, items for all payments required for the ensuing Renewal Term under

this Lease. It is hereby expressed as the intention of the County that the decision to renew or not to renew the term of this Lease is to be made solely by the governing body of the County at the time it considers for adoption the final budget for each of its fiscal years and corresponding Renewal Terms hereunder, and not by any official of the County, acting in his or her individual capacity as such. In this connection, the County hereby covenants and agrees that such budget officer or other officer shall not amend, modify or otherwise change the appropriations made in any finally adopted budget for the payment of any Base Rentals or Additional Rentals without the express prior approval of the governing body of the County.

ACQUISITION OF THE PROJECT AND ISSUANCE OF SERIES 2024 BONDS

Section VII.1 Agreement to Construct Project

. The County and the Authority agree that the Authority shall cause the Project to be acquired and constructed as herein provided, all of which acquisition and construction shall be made in accordance with the plans and specifications for the Project as approved by the County and the Authority. The Authority hereby agrees that in order to effectuate the purposes of this Lease, it will make, execute, acknowledge and transmit any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be requisite or proper, all for the acquisition and construction of the Project.

The Authority agrees to acquire and construct the Project through the application of moneys to be disbursed from the Escrow Account (as defined in the Master Resolution) by the Authority upon the authorization of the Authority Representative in accordance with the Master Resolution.

The Authority agrees to cause the construction of the Project to be completed with all reasonable dispatch, and to use its best efforts to cause the same to be completed by March 1, 2018, or as soon thereafter as may be practicable, subject only to delays caused by Force Majeure excepted; but if for any reason the Project is not completed by said date, there shall be no resulting liability on the part of the Authority or Event of Default hereunder.

Section VII.2 Agreement to Issue the Series 2024 Bonds; Application of Bond Proceeds

. To provide funds to finance the Project (as described herein), the Authority, concurrently with the execution of this Lease, will issue, sell and deliver to the purchasers thereof the Series 2024 Bonds and the Authority will deposit the proceeds thereof in the Escrow Account as provided in the Master Resolution. Moneys shall be disbursed from the Escrow Account in accordance with the terms of the Escrow Agreement.

Section VII.3 Establishment of Completion Date; Disbursement of Balance of Escrow Account

. The Completion Date shall be evidenced by a certificate signed by the Authority Representative and the County Representative stating that, except for amounts retained by the Authority at the direction of the Authority for any Costs of Construction not then due and payable, the acquisition and construction of the Project has been completed in accordance with the plans and specifications and all labor, services, materials and supplies used in such acquisition and construction have been paid for, all other facilities necessary in connection with the Project have been constructed, acquired

and installed to their satisfaction, the Project is suitable and sufficient for its intended purposes, and all costs and expenses incurred in the acquisition and construction of the Project have been paid. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. Upon receipt of such certificate, the Authority shall terminate the Escrow Account and disburse any remaining moneys on deposit therein to the Bond Fund to be used to prepay the Bonds as provided in the Escrow Agreement.

Section VII.4 Sufficiency of Escrow Account

. In the event that the moneys held in the Escrow Account are insufficient to pay all Costs of Construction, the County and the Authority hereby agree to reduce the scope of the Project (particularly, flexible costs of the Project) in order that all of such costs will be covered without the necessity of issuing Additional Bonds, or to deposit additional moneys in the Escrow Account either through the issuance of Additional Bonds or from other legally available moneys sufficient to complete construction of the Project.

Section VII.5 Investment of Bond Fund and Reserve Fund Moneys

. Subject to the provisions of Article VI of the Master Resolution, any moneys held as a part of the Bond Fund, the Reserve Fund or any other fund created under said Master Resolution shall be invested and reinvested by the Authority in Investment Obligations (as defined in the Master Resolution).

Section VII.6 Required Provisions of Construction Contracts; Right to Inspect Project Documents, Etc.

(a) Each Construction Contract executed in connection with the acquisition and construction of the Project must provide that, upon an Event of Nonappropriation or an Event of Default, the Construction Contract will be fully and freely assignable to a receiver or other fiduciary for the Bondholders without the consent of any other person; and that, if the Construction Contract is assumed by such fiduciary, the Contractor will perform the agreements contained in the Construction Contract for such fiduciary. Each Construction Contract must also provide that, upon an Event of Nonappropriation, an Event of Default or damage to, or destruction or condemnation of, the Project as described in Section 10.1 hereof, the Authority may terminate such Contract, and the contractor shall then be entitled to payment only from amounts available therefor in the Escrow Account and only for work done prior to such termination. The County agrees that upon the occurrence of an Event of Nonappropriation or an Event of Default and upon receipt of a written request from the Authority, it will assign to the Authority all of its right, title and interest in and to all Construction Contracts and other Project Documents. Each Construction Contract shall be for a fixed price and shall require the contractor to provide 100% payment and performance bonds. Such bonds shall be made payable to the Authority, shall be executed by a

corporate surety licensed to transact business in the State of Utah and acceptable to the County and the Authority, and shall be in an amount equal to the contract price for such contractor's Construction Contract. If, at any time during the construction of the Project, the surety on such bond shall be disqualified from doing business within the State of Utah, or shall otherwise become incapable (in the judgment of the Authority) of performing its obligations under such bond, an alternate surety acceptable to the County and the Authority shall be selected. In the event of any change order resulting in the performance of additional work in connection with the construction of the Project, the amount of such bonds pertaining thereto shall be increased to include the cost of such additional work or materials or fixtures to be incorporated in the Project.

(b) The County shall have and keep on file and available for inspection by the Authority the copies of the Project Documents, throughout the Lease Term or as soon after the commencement of the Lease Term as such Project Documents shall become available to the County. Neither the Project Documents nor any change or amendments thereto shall cause the Project to be used for any purpose prohibited by this Lease or by the Constitution and laws of the State of Utah; result in a material reduction in the fair rental value of the Project; or adversely affect the ability of the County to meet its obligations hereunder.

(c) The County covenants to cause, each Contractor, prior to entering into a Construction Contract, to procure and thereafter to maintain standard form commercial general public liability insurance, at its own cost and expense, during the duration of such contractor's Construction Contract.

(d) Unless the County shall otherwise agree in the Construction Contract to carry the builder's risk insurance hereinafter described, each general contractor retained in connection with the construction of the Project shall procure and maintain, at its own cost and expense, during the term of its Construction Contract and until the Project is accepted and insured by the County, standard all risk of loss builder's risk completed value insurance upon the Project constructed or to be constructed, in whole or in part, by such contractor or its subcontractors. The policy may have a deductible clause in such amount as may be approved by the Authority and the County, provided, however, that the Authority shall not thereby be deemed to have incurred any obligation to reimburse the Bondholders or any other person for the amount of the deductible. Such insurance coverage shall be in an amount at least equal to the total contract price for such contractor's and its subcontractors' work. In the event of any change order resulting in the performance of additional work in connection with the Project, the amount of such insurance shall be increased to include the cost of such additional work. In the event the County elects to carry such insurance, such coverage may be provided under a blanket policy.

(e) Each contractor for the Project shall procure and maintain workers' compensation insurance as required by applicable law.

(f) Each Construction Contract shall contain provisions regarding liquidated damages and construction retainage acceptable to the County.

(g) Except for the insurance described in (e) above, all such insurance policies and payment and performance bonds described above shall carry loss payable endorsement in favor of the Authority and amendments thereto or settlement thereunder may only be made with the consent of the Authority.

Section VII.7 Remedies Against Contractors

. The County and the Authority shall proceed promptly, either separately or in conjunction with others, to pursue diligently its or their remedies against any contractor or subcontractor which is in default under any of the Construction Contracts and/or against each surety on any bond securing the performance of such Construction Contract.

TITLE TO THE PROJECT; CONVEYANCE TO THE COUNTY;
SECURITY INTEREST

Section VIII.1 Title to the Project

. Title to the Project and any and all additions, repairs, replacements or modifications thereto, shall be held in the name of the Authority, subject to Permitted Encumbrances, at all times until conveyed to the County as provided in Section 12.1. The County shall not have any right, title or interest in the Project or any additions, repairs, replacements, modifications or fixtures thereto except as expressly set forth herein.

Section VIII.2 Security Interest

. To secure the payment of all of the obligations of the Authority under the Master Resolution, the Authority shall grant to the Bondholders a security interest in the Project, the Base Rentals and Additional Rentals received by the Authority under this Lease, and all other rights to receive payments. Upon execution of this Lease, the County and the Authority agree that the Authority shall execute the Security Documents and the Master Resolution. The Authority agrees that the Authority Representative shall, on its behalf, execute such additional documents, including affidavits, notices and similar instruments, in form satisfactory to the Authority, which the Authority reasonably deems necessary or advisable to establish and maintain the security interest granted under this Section 8.2.

MAINTENANCE; TAXES; INSURANCE AND OTHER CHARGES

Section IX.1 Maintenance of the Project by the County

. The County shall, at its own expense from available County Funds, operate, manage, keep and maintain the Project in good working order, condition and repair, including replacements of a capital nature when necessary, and including periodic painting as reasonably determined by the Authority and in accordance with all operating and maintenance manuals and all applicable laws, rules, ordinances, orders and regulations as shall be in effect from time to time of any federal, state, county, municipal, or other governmental or quasi-governmental agencies and bodies having or claiming jurisdiction thereof and all their respective departments, bureaus, and officials; the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction thereof; and all insurance companies insuring all or any part of the Project. The foregoing shall not be construed to prohibit the County from challenging the validity or applicability of such laws, rules, ordinances, orders and regulations and to defer compliance until the challenge has been completed.

Without limiting the generality of the foregoing, the County shall, at the County's sole cost and expense, as if the County were the absolute owner thereof, from available County Funds, assume all responsibility for the Project (including all surfaces of the buildings and entrances thereto, foundations, ceilings, roof, all glass and show window moldings and all partitions, doors, fixtures, equipment, and appurtenances thereto, including lighting and plumbing systems and fixtures, sewage facilities, electric motors and heating, ventilating and air-conditioning systems, and all landscaping, parking lots, driveways, fences and signs located on the Project Site and all sidewalks and parkways located adjacent to the Project Site) and pay all costs of any kind (including operating costs and costs of repair, whether of a capital nature or otherwise) associated therewith.

Section IX.2 Modification of the Project

. The County shall have the privilege of remodeling the Project or making substitutions, additions, modifications and improvements thereto, at its own cost and expense, and the same shall be subject to this Lease, the Master Resolution and the Security Documents, and shall also be included under the terms hereof and thereof; provided, however, that such remodeling, substitutions, additions, modifications and improvements shall not in any way damage the Project or cause it to be used for purposes other than those authorized under the provisions of this Lease, and the Constitution and laws of the State; and provided, however, that the Project, as remodeled, improved or altered upon completion of such remodeling, substitutions, additions, modifications and improvements made pursuant to this Article IX shall be of a fair rental value not less than the fair rental value of the Project immediately prior to the remodeling or the making of substitutions, additions, modifications and improvements. The County shall not permit any mechanic's or other lien to be established or remain against the Project for labor or materials furnished in connection with any remodeling, substitutions, additions, modifications, improvements, repairs, renewals or replacements so made by the County; provided, however, that if the County shall first notify the Authority of the intention of

the County so to do, the County may in good faith contest any mechanic's or other lien filed or established against the Project, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the Authority shall notify the County that, in the opinion of Independent Counsel, by nonpayment of any such items the security afforded pursuant to the terms hereof and pursuant to the Master Resolution and the Security Documents will be materially endangered or the Project or any part thereof will be subject to loss or forfeiture, in which event the County shall promptly pay and cause to be satisfied and discharged all such unpaid items. The Authority will cooperate fully with the County in any such contest, upon the request and at the expense of the County. Any property for which a substitution or replacement is made pursuant to this Section 9.2 may be disposed of by the County in any manner and in the sole discretion of the County.

Section IX.3 Taxes, Other Governmental Charges and Utility Charges

. In the event that the Project or any portion thereof shall, for any reason, be deemed subject to taxation, assessments or charges lawfully made by any governmental body which may be secured by a lien against the Project, an Additional Rental, from and to the extent of County Funds, shall be paid by the County equal to the amount of all such taxes, assessments and governmental charges then due. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the County shall be obligated to provide for Additional Rentals only for such installments as are required to be paid during that period that the County is obligated to pay Base Rentals. The County shall not allow any liens for taxes, assessments or governmental charges to exist (including, without limitation, any taxes levied which, if not paid, will become a charge on the rentals and receipts prior to or on a parity with the charge thereon and the pledge and assignment thereof to be created and made in the Master Resolution), or any interest therein (including the interest of the Authority) or the rentals and revenues derived therefrom or hereunder. The County shall also pay as Additional Rentals, from and to the extent of available County Funds, as the same respectively become due, all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project.

As long as the County is in possession of the Project and except as otherwise provided herein, it shall keep it free and clear of all liens, charges and encumbrances (except Permitted Encumbrances and any encumbrances arising through the Authority) and shall have the responsibility for all management, operations, maintenance and repair of the Project. The County in its discretion may discharge such responsibility by: using its own employees; or contracting for services; or subleasing portions of the Project, subject to the provisions hereof and of the Master Resolution; or any combination of such methods. No such contract or sublease shall place a greater burden on the Authority than provided herein, nor infringe upon rights granted to or retained by the Authority hereunder, nor violate or in any way impair the Authority's obligations under the Master Resolution or any other instrument, if any, securing any debt or borrowings by the Authority, all or substantially all the proceeds of which are to be used to finance the Project. The Authority does not agree to provide anything more than the Project as

herein defined, and shall have no obligation to incur any expense of any kind or character in connection with the management, operation, or maintenance of the Project during the Lease Term.

The County may, at the expense and in the name of the County, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom provided the County shall first deposit with the Authority, or in court, a bond or other security satisfactory to Authority pursuant to Section 1.18 of the Deed of Trust, Assignment of Rents and Security Agreement delivered by the Authority unless the Authority shall notify the County that, in the opinion of Independent Counsel, by nonpayment of any such items the security afforded pursuant to the terms hereof and pursuant to the Master Resolution and the Security Documents will be materially endangered or the Project or any portion thereof will be subject to loss or forfeiture, in which event such taxes, assessments or charges shall be paid forthwith. In the event that the County shall fail to pay any of the foregoing items required by this Section 9.3 to be paid by the County, the Authority may (but shall be under no obligation to) pay the same, which amounts, together with interest thereon at a rate per annum equal to eighteen percent (18%) as of the date of payment, the County agrees to pay, from and to the extent of available County Funds.

Section IX.4 Provisions Respecting Insurance

. The County agrees to insure or cause to be insured the Project against loss or damage of the kinds usually insured against by public bodies similarly situated, including, without limitation, policies of casualty and property damage insurance, by means of policies issued by reputable insurance companies duly qualified to do such business in the State with a uniform standard coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at that time in use in the State, in amounts that are not less than full insurable value of the Project. The term “full insurable value” as used herein shall mean the actual replacement value, or at the option of the County any lesser amount which is equal to or greater than the amount of all of the Bonds then Outstanding. Alternatively, the County may insure or cause to be insured under a blanket insurance policy or policies or under self-insurance which cover not only the Project but other properties in the amounts required by the previous sentence. If a program of self-insurance is used, such program must provide for disbursements therefrom without the approval of the governing body of the County and such program shall be reviewed at least annually by an actuarial consultant, to insure that the reserves established are sufficient for the risks intended to be covered by such program. If self-insurance is not utilized, the policies may have a deductible clause in an amount not to exceed \$250,000.

Any insurance policy issued pursuant to the preceding paragraph of this Section 9.4 shall be so written or endorsed as to make losses, if any, payable to the Authority under the Master Resolution. The Net Proceeds of the insurance required in this Section 9.4 shall be applied as provided in Section 10.2 or, at the option of the County, Section 10.3 of this Lease. The County may settle, adjust or compromise any claims for loss,

damage or destruction under any policy or policies of insurance only with written approval of the Authority. Each insurance policy provided for in Section 9.4 of this Lease shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of the County or the Authority without first giving written notice thereof to the County, the Authority and the CIB at least ten (10) days in advance of such cancellation or modification. Copies of all insurance policies issued pursuant to Section 9.4 or Section 9.5 of this Lease, or certificates evidencing such policies, shall be deposited with Authority.

Section IX.5 Public Liability Insurance

. The County agrees to carry or cause to be carried public liability insurance with one or more reputable insurance companies in minimum amounts of \$1,000,000 for the death of or personal injury to one person and \$250,000 for personal injury or death for each occurrence and \$300,000 for property damage for any occurrence. The Authority shall be made additional insureds under such policies. The insurance required by this Section 9.5 may be by blanket insurance policy or policies or self-insurance meeting the requirements of Section 9.4 hereof. If self-insurance is not utilized, the policies may have a deductible clause in such amount as shall be approved by the Authority.

Section IX.6 Worker's Compensation Coverage

. At all times from the date hereof until the end of the Lease Term, the County shall maintain, or cause to be maintained, worker's compensation coverage with respect to officers, agents and employees of the County working in, on or about the Project, including coverage for occupational diseases.

Section IX.7 Advances

. In the event that the County shall fail to maintain the full insurance coverage required by this Lease or shall fail to keep the Project in good repair and operating condition, the Authority may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; which amounts, together with interest thereon at a rate of 18% per annum, the County agrees to pay, from and to the extent of available County Funds.

Section IX.8 Failure to Provide Insurance

. In the event the Authority pays for any insurance policies required by this Article, the County will promptly pay directly to the Authority all premiums for said insurance, and until payment is made by the County therefor, the amount of all such premiums which have been paid by the Authority shall bear interest at the per annum rate of 18%. The County shall, upon the Authority's reasonable request, deposit with the Authority in monthly installments an amount equal to one-twelfth of the estimated aggregate annual insurance premiums on all policies of insurance required by this Article. The County further agrees, upon the Authority's request, to cause all bills, statements or

other documents relating to the foregoing insurance premiums to be sent or mailed directly to the Authority. If at any time and for any reason the funds deposited with the Authority are or will be insufficient to pay such amounts as may then or subsequently be due, the Authority shall notify the County and the County shall immediately deposit an amount equal to such deficiency with the Authority.

Section IX.9 Evidence and Notice Regarding Insurance

. Evidence of the insurance required by Sections 9.4 and 9.5 hereof shall be provided by the County to the Authority annually on or before the anniversary date of issuance of the Bonds. Policies providing said insurance shall require that notice of cancellation of any said insurance must be furnished to the Authority and the CIB by the insurance carrier thirty (30) days in advance of cancellation.

DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section X.1 Damage, Destruction and Condemnation

. If, prior to the termination of the Lease Term and the payment in full of the Bonds (or the making of provisions for the payment thereof in accordance with the Master Resolution) the Project or any material portion thereof shall be destroyed (in whole or in part), or damaged by fire or other casualty; or title to, or the temporary or permanent use of the Project or any material portion thereof or the estate of the County or the Authority in the Project or any material portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority; or a material defect in construction of the Project shall become apparent; or title to or the use of all or any material portion of the Project shall be lost by reason of a defect in title thereto, the County shall be obligated, subject to the provisions of Section 10.3 of this Lease, to continue to pay the amounts specified in Sections 10.2, 6.2 and 6.3 of this Lease regardless of whether the Project shall have been accepted.

Section X.2 Obligation of the County to Repair and Replace the Project

. Subject to the provisions of Section 10.3 of this Lease, the County shall cause the Net Proceeds of any insurance policies, performance bonds or condemnation awards with respect to the Project to be deposited in a separate trust fund with the Authority. All Net Proceeds so deposited shall be applied to the prompt repair, restoration, modification or improvement of the Project by the County upon receipt of a requisition acceptable to the Authority signed by the County Representative, stating with respect to each payment to be made: the requisition number; the name and address of the person, firm or corporation to whom payment is due; the amount to be paid; that each obligation mentioned therein has been properly incurred, is a proper charge against the separate trust fund, and has not been the basis of any previous withdrawal and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account for such obligation; and such other documents and information as the Authority requires. The balance of any such Net Proceeds remaining after such repair, restoration, modification or improvement has been completed shall be transferred to the Bond Fund to be applied to the payment of the principal of, premium, if any, and interest on the Bonds, or if said Bonds shall have been fully paid (or provision for payment thereof has been made in accordance with the provisions of the Master Resolution), any balance remaining in such separate trust fund shall be paid to the County. If the Net Proceeds shall be insufficient to pay in full the cost of any repair, restoration, modification or improvement or to redeem all Outstanding Bonds, the County shall, from and to the extent of available County Funds, complete the work and pay any cost in excess of the amount of the Net Proceeds. The County agrees that, if by reason of any such insufficiency of the Net Proceeds, the County shall make any payments pursuant to the provisions of this Section 10.2, the County shall not be entitled to any reimbursement therefor from the Authority or the Bondholders nor shall the County be

entitled to any diminution of the Base Rentals and Additional Rentals payable under Sections 6.2 and 6.3 of this Lease. The County further agrees that any repair, restoration, modification or improvement paid for in whole or in part out of such Net Proceeds shall be subject to the security afforded by the Master Resolution, this Lease and the Security Documents, and shall be included under the terms hereof.

Section X.3 Discharge of the Obligation of the County to Repair and Replace the Project

. In the event that the Net Proceeds of any insurance policy, performance bond or condemnation award made available by reason of an occurrence described in Section 10.1 of this Lease shall be insufficient to pay in full the cost of any repair, restoration, or modification of the Project required under Section 10.2 of this Lease, then the obligation to repair and replace the Project under Section 10.2 of this Lease may, at the option of the County, be discharged by depositing the Net Proceeds of the insurance policies, performance bonds or condemnation awards made available by reason of such occurrence into the Bond Fund. Upon the deposit of such Net Proceeds in the Bond Fund, the County shall have no further obligation for the payment of Base Rentals and Additional Rentals hereunder, and possession of the Project as well as all rights created pursuant to this Lease and interest of the County and the Authority therein and in any funds or accounts created under the Master Resolution (except for moneys held for the payment of Bonds not then deemed Outstanding), shall be surrendered to the Bondholder. Thereafter, the Project may be liquidated pursuant to the provisions of the Master Resolution and Security Documents and the proceeds of such liquidation and the Net Proceeds of any insurance policy, performance bond or condemnation award so deposited in the Bond Fund, as well as all other moneys on deposit in any fund created under the Master Resolution (except moneys held for the payment of Bonds not then deemed Outstanding), shall be applied to the redemption of the Bonds on the next succeeding redemption date. Such redemption of Bonds shall be made upon full or partial payment of the principal amount of the Bonds then Outstanding and accrued interest thereon all in accordance with the Master Resolution. In the event that available moneys shall be insufficient to redeem said Bonds by payment of an amount equal to the Outstanding principal amount thereof and accrued interest to the redemption date, no further claim for payment may be had by the Bondholders against the Authority or the County, as provided in the Master Resolution.

Section X.4 Cooperation of the Authority

. The Authority shall cooperate fully with the County at the expense of the County in filing any proof of loss with respect to any insurance policy or performance bond covering the events described in Section 10.1 of this Lease and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Project or any portion thereof or any property of the County in connection with which the Project is used and will, to the extent it may lawfully do so, and shall permit the County to litigate in any proceeding resulting therefrom in the name and behalf of the Authority. In no event will the Authority voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim or any prospective or pending

condemnation proceeding or any part thereof without the written consent of the County Representative.

Section X.5 Condemnation of Property Owned by the County

. The County shall be entitled to the Net Proceeds of any condemnation award or portion thereof made for destruction of, damage to or taking of its property not included in the Project.

DISCLAIMER OF WARRANTIES; COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section XI.1 Disclaimer or Warranties

. THE AUTHORITY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROJECT OR ANY OF THE EQUIPMENT OR FIXTURES THEREIN OR ANY OTHER REPRESENTATION OR WARRANTY. In no event shall the Authority be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or the use by the County of any item, product or service provided for herein.

Section XI.2 Further Assurances and Corrective Instruments

. The County and the Authority agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project hereby leased or intended so to be or for carrying out the intention hereof.

Section XI.3 County and Authority Representatives

. Whenever under the provisions hereof the approval of the County or the Authority is required, or the County or the Authority is required to take some action at the request of the other, such approval or such request shall be given for the County by the County Representative and for the Authority by the Authority Representative, and any party hereto and the Authority shall be authorized to act on any such approval or request.

Section XI.4 Requirements of Law

. During the Lease Term, the County and the Authority shall observe and comply promptly with all current and future laws, ordinances, orders, rules and regulations as the same become effective, of the federal, state, County and County governments and of all courts or other governmental authorities having jurisdiction over the Project or any portion thereof and of all their respective departments, bureaus and officials, and of the insurance regulatory agencies having jurisdiction over the Project, or any portion thereof, or any other body exercising similar functions, and of all insurance companies writing policies covering the Project or any portion thereof, whether the same are in force at the commencement of the Lease Term or may in the future be passed, enacted or directed.

Section XI.5 Inspection of the Project

. The County and the Authority agree that the Bondholders or their duly authorized agents shall have the right at all reasonable times to enter upon the Project and to examine and inspect the Project. The Authority and its duly authorized agents shall also be permitted, at all reasonable times, to examine the books, records, reports and other papers of the County and the Authority with respect to the Project.

Section XI.6 Granting of Easements

. As long as no Event of Nonappropriation or an Event of Default with respect to the Project shall have happened and be continuing, the County may at any time or times grant easements, licenses, rights of way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any property or rights included in this Lease and the Master Resolution, free from the security interest afforded by or under this Lease, the Master Resolution and the Security Document or the County may release existing easements, licenses, rights of way and other rights and privileges with or without consideration, and the Authority agrees that it shall execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right of way or other grant or privilege upon receipt of: a copy of the instrument of grant or release; a written application signed by the County Representative requesting such instrument and stating that such grant or release will not impair the effective use or interfere with the operation of the Project or any material portion thereof; and an opinion of Independent Counsel that such grant or release will not materially weaken, diminish or impair the security granted to the Bondholders and contemplated hereby or hereunder or under the Master Resolution or the Security Documents.

Section XI.7 Refunding Bonds

. Refunding Bonds may be issued by the Authority in accordance with the provisions of this Section 11.7 and Section 3.9 of the Master Resolution. Prior to, or concurrently with, the issuance of and delivery of Refunding Bonds, the Authority shall pay, or make provision for the payment of, all Bonds then Outstanding (other than such Refunding Bonds) as set forth in Article IX of the Master Resolution.

Section XI.8 Issuance of Additional Bonds

. Additional Bonds may be issued by the Authority in accordance with the provisions of Section 3.10 of the Master Resolution and with a corresponding effect on the Base Rentals and Additional Rentals due hereunder.

CONVEYANCE OF THE PROJECT

Section XII.1 Conveyance of the Project

. The Authority's right and interest in and to the Project shall be transferred, conveyed and assigned by the Authority to the County:

(a) Upon payment by the County of the then applicable Purchase Option Price and upon giving not less than thirty (30) days prior written notice to the Authority; or

(b) Upon payment by the County of all Base Rentals and Additional Rentals required to be paid under this Lease during the Original Term and each of the Renewal Terms; or

(c) Upon the discharge of the lien of the Master Resolution under Article IX thereof.

The Authority agrees to execute such documents and instruments as shall be necessary to effect a release of the security interest granted by said Master Resolution or the Security Documents upon the payment in full of the Bonds.

Section XII.2 Conveyance on Purchase of Project

. At the closing of any purchase of the Project pursuant to the option to purchase granted in this Lease, the Authority shall, upon receipt of the Purchase Option Price, or upon the payment by the County of all Base Rentals and Additional Rentals required, or upon discharge of the lien of the Master Resolution as the case may be, deliver to the County the following:

(a) If necessary, a release by the Authority of the lien under the Master Resolution and Security Documents, together with any other instrument necessary or appropriate to release any security interest granted by this Lease with respect to such Project, the Master Resolution and Security Documents.

(b) All necessary documents conveying to the County good and marketable title to the Project as it then exists subject to the following: those liens and encumbrances created by the County or to the creation or suffering of which the County consented; those liens and encumbrances resulting from the failure of the County to perform or observe any of the agreements on its part contained in this Lease; and Permitted Encumbrances, other than the Master Resolution, this Lease, the Ground Lease, the Security Documents and any financing statements filed by the Authority pursuant to this Lease with respect to the Project or the Master Resolution.

Section XII.3 Relative Position of Option and Master Resolution

. The purchase option granted to the County in this Article XII with respect to the Project shall be and remain prior and superior to the Master Resolution and the Security Documents and may be exercised whether or not an Event of Nonappropriation or an Event of Default shall have occurred and be continuing hereunder or under the Master Resolution and the Security Documents; provided, however, that such option must be exercised before the later of ninety (90) days after notification in writing by the Authority to the County of the occurrence of an Event of Default under the Master Resolution, the Lease or the Security Documents or the ultimate disposition of the Project upon exercise of any available foreclosure remedy, and further provided that, as a condition of the exercise of such option, the County must pay, in addition to the Purchase Option Price, any interest payment deficiencies accruing from the date of the Event of Default or Event of Nonappropriation.

ASSIGNMENT, SUBLEASING INDEMNIFICATION AND SELLING

Section XIII.1 The Authority to Grant Security Interest to Bondholder

. The parties hereto agree that pursuant to the Master Resolution and the Security Documents, the Authority shall and does hereby pledge and assign to the Bondholders all of the Authority's right, title and interest in this Lease, except the Authority's rights to compensation from the County for expenses of the Authority under Section 6.3(d) of this Lease, the Authority's rights to indemnification from the County under Section 13.3 of this Lease and the obligation of the County to pay any attorneys' fees and expenses incurred by the Authority under Section 14.5 of this Lease.

Section XIII.2 Assignment and Subleasing by the County

. This Lease may not be assigned by the County for any reason. The County may enter into subleases of all or portions of the Project without the necessity of obtaining the consent of the Authority or any Bondholder; subject, however, to each of the following conditions:

(a) the Project may only be subleased to another public body, the state of Utah, a nonprofit corporation, if the nonprofit corporation was formerly a public body, and a private party if the Authority intends to own the project throughout the useful life of the Project and the Authority determines that such ownership of the Project furthers a legitimate public interest;

(b) this Lease and the obligations of the County to make payment of Base Rentals and Additional Rentals hereunder shall at all times during the Lease Term remain obligations of the County notwithstanding any sublease;

(c) the County shall, prior to the execution of a sublease, furnish or cause to be furnished to the Authority a true and complete copy of each sublease;

(d) no sublease shall cause the Project, in whole or in part, to be used for a purpose other than a governmental or proprietary public function authorized under the provisions of the Constitution and laws of the State, or for a purpose which would adversely affect the exemption from federal income taxation of any interest on the Bonds; and

(e) any such sublease shall be expressly subordinate to the rights of the Authority and the Bondholders under the Master Resolution, this Lease, the Ground Lease, and the Security Documents.

After an Event of Nonappropriation or an Event of Default and the foreclosure of the security afforded under the Lease, the Master Resolution or the Security Documents, the Authority may collect the amount of the Base Rentals and Additional Rentals allocable to any sublease from any and all sublessees.

The Authority shall be empowered, after an Event of Nonappropriation or an Event of Default and the foreclosure of the security afforded under this Lease, the applicable Master Resolution or the applicable Security Documents with respect to the Project, to collect the amount of the Base Rentals and Additional Rentals allocable to any sublease from any and all sublessees, and apply the net amount collected to the Base Rentals and Additional Rentals required herein with respect to the Project, but no such collection shall be deemed a waiver of any agreement, term, covenant or condition hereof, or the acceptance of any sublessee as lessee hereunder.

Section XIII.3 Release and Indemnification Covenants

. To the extent of the Net Proceeds of the insurance coverage of the County and contractor's performance and payment bonds for the Project required hereunder, the County shall and hereby agrees to indemnify and save the Authority harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the conduct or management of, or from any work or thing done on, the Project during the Lease Term from: any condition of the Project; and any act or negligence of the County or of any of its agents, contractors or employees or any violation of law or the breach of any covenant or warranty hereunder. The County shall indemnify and save the Authority harmless, from and to the extent of available moneys as set forth above, from any such claim arising as aforesaid from (a) or (b) above, or in connection with any action or proceeding brought thereon and, upon notice from the Authority, shall defend them or either of them in any action or proceeding.

In exchange for the County's agreement to indemnify the Authority as provided in this Section 13.3, the Authority hereby agrees to assert any cause of action that it might have against any third parties for the benefit of the County. Furthermore, in no event will the Authority voluntarily settle or consent to the settlement of any proceeding arising out of any claim applicable to the Project without the written consent of the County Representative.

Section XIII.4 References to Bonds Ineffective After Bonds Paid

. Upon payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Master Resolution) and all fees and charges of Authority, all references in this Lease to said Bonds shall be ineffective and the Bondholders shall thereafter have no rights hereunder, saving and excepting those that shall have theretofore vested.

Section XIII.5 Installation of the Furnishings and Machinery of the County

. The County may from time to time in its sole discretion and at its own expense, install machinery, equipment and other tangible property in the Project. All such machinery, equipment and other tangible property, except any machinery, equipment and other tangible property substituted for machinery, equipment and tangible property purchased with proceeds of the Bonds as provided in Section 13.6, shall remain the sole property of the County, in which the Authority shall have no interest and may be removed

by the County at any time; provided, however, that the County shall be obligated to repair any damage to the Project, at its own cost and expense, resulting from any such removal.

Section XIII.6 Equipment Purchased with Proceeds of the Bonds

. Any item of equipment shall be labeled, to the extent practicable, to indicate that it is owned by the Authority, subject to the Master Resolution, the Security Documents and this Lease. Equipment of the Project financed with proceeds of the Bonds may not be relocated by the County from the Project. Any item of such equipment which shall be determined by the County to be no longer usable in connection with the Project may be sold by the County after written notice to the Authority and upon substitution of equipment of comparable or greater value or deposit of the proceeds thereof in the Bond Fund. Upon any such sale, the equipment so sold shall be released from the Master Resolution, this Lease, the Security Documents and the security interest created thereunder and hereunder.

EVENTS OF DEFAULT AND REMEDIES

Section XIV.1 Events of Default Defined

Any one of the following shall be an “Event of Default” under this Lease:

(a) Failure by the County to pay any Base Rentals or Additional Rentals required to be paid under Sections 6.2 or 6.3 of this Lease at the time specified therein, in the absence of an Event of Nonappropriation, for a period of five (5) days after written notice, specifying such failure and requesting that it be remedied, given to the County by the Authority or, in any event, a failure by the County to make such payments within fifteen (15) days after the date on which they are due; or

(b) Failure by the County to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in (a), for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, given to the County by the Authority, unless the Authority shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period, the Authority shall not unreasonably withhold its consent to an extension of such time if corrective action shall be instituted by the County within the applicable period and diligently pursued until the default is corrected; or

(c) The County shall abandon any material portion of the Project; or

(d) The County’s interest in this Lease or any part thereof with respect to the Project shall be assigned or transferred without the written consent of the Authority, either voluntarily or by operation of law, except as permitted hereunder; or

(e) The County shall file any petition or institute any proceedings wherein or whereby the County seeks to be adjudicated a bankrupt, or to be discharged from any and all of its debts or obligations, or offers to the County’s creditors to effect a composition or extension of time to pay the County’s debts, or seeks a reorganization or a readjustment of the County’s debts, or for any other similar release, or any such petition or any such proceedings of the same or similar kind or character shall be filed, or instituted or taken against the County and the same shall not have been dismissed or otherwise resolved in favor of the County within sixty (60) days from the filing or institution thereof.

The foregoing provisions of this Section 14.1 are subject to the following limitations: the obligations of the County to make payments of the Base Rentals and Additional Rentals as provided in Sections 6.2 or 6.3 of this Lease shall be subject to the occurrence of an Event of Nonappropriation; and if, by reason of Force Majeure, the

County shall be unable in whole or in part to carry out any agreement on its part herein contained, other than the obligations on the part of the County contained in Article VI hereof, the County shall not be deemed in default during the continuance of such inability. The County agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the County from carrying out its agreement; provided, however, that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the County, and the County shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the County, unfavorable to the County.

Section XIV.2 Remedies on Default

. Whenever any Event of Default referred to in Section 14.1 of this Lease shall have happened and be continuing, the Authority shall have the right, at its option or at the direction of the Bondholders as provided in the Master Resolution without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) Immediately reenter and take possession of the Project; or
- (b) Take whatever action at law or in equity may appear necessary or desirable to enforce their or its rights in and to the Project.

The obligation of the County to vacate the Project as provided in Section 6.6 of this Lease shall also apply to an Event of Default. Any amounts collected pursuant to action taken under this Section 14.2 shall be paid into the Bond Fund and applied in accordance with the provisions of the Master Resolution.

Section XIV.3 Limitations on Remedies

. No judgment requiring a payment of money may be entered against the County by reason of an Event of Default or an Event of Nonappropriation under this Lease. In the event the security interest created under the Master Resolution, this Lease, the Ground Lease, or the Security Documents shall be foreclosed subsequent to the occurrence of an Event of Default or an Event of Nonappropriation, no deficiency judgment may be entered against the County or the Authority.

Section XIV.4 No Remedy Exclusive

. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon an Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved in this Article XIV, it shall not be necessary to give any notice, other than such notice as may be required in this Article XIV.

Section XIV.5 Agreement to Pay Attorneys' Fees and Expenses

. In the event that either party hereto shall default under any of the provisions hereof and the nondefaulting party shall employ attorneys or incur other expenses for the collection of Base Rentals and Additional Rentals, or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it shall on demand therefor pay to the nondefaulting party the fees of such attorneys and such other expenses so incurred by the nondefaulting party, to the extent that such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the County under this Section 14.5 shall be subject to the availability of County Funds.

Section XIV.6 No Additional Waiver Implied by One Waiver

. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

MISCELLANEOUS

Section XV.1 Lease Term

. This Lease shall remain in effect from the date hereof until the termination of the Lease Term as provided in Section 4.2 of this Lease.

Section XV.2 Notices

. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, addressed as follows: if to the Authority, to the Local Building Authority of San Juan County, 117 South Main, Monticello, Utah 84535, Attention: Chair; if to the County, to San Juan County, 117 South Main, Monticello, Utah 84535, Attention: Chair; and if to the Bondholders, to their address as shown on the registration list kept by the Authority. A duplicate copy of each notice, certificate or other communication given hereunder by the Authority or the County shall also be given to the Bondholders. The Authority, the County, and the Bondholders may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section XV.3 Binding Effect

. This Lease shall inure to the benefit of and shall be binding upon the Authority, the County and their respective successors and assigns, subject, however, to the limitations contained in Sections 2.1(a), 2.2(b), 2.2(f) and 13.2 of this Lease.

Section XV.4 Severability

. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof and in the event any provision of this Lease were to invalidate the Bonds, such provision shall be rendered invalid and unenforceable, but shall not invalidate or render unenforceable any other provision hereof.

Section XV.5 Amounts Remaining in Bond Fund and Reserve Fund; Dissolution

. It is agreed by the parties hereto that any amounts remaining in the Bond Fund or Reserve Fund upon expiration or sooner termination of the Lease Term, as provided in this Lease, after payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Master Resolution) and the fees and expenses of Authority and any paying agents in accordance with the Master Resolution, shall belong to and be paid to the County by the Authority as an overpayment of Base Rentals and Additional Rentals. Upon dissolution of the Authority, after payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Master Resolution) and payment in full of other

obligations of the Authority, any assets and net earnings of the Authority shall be paid to the County in accordance with the Utah Local Building Authority Act.

Section XV.6 Amendments, Changes and Modifications

. Subsequent to the issuance of Bonds and prior to their payment in full (or provision for the payment thereof having been made in accordance with the provisions of the Master Resolution), and except as otherwise herein expressly provided, this Lease may not be effectively amended, changed, modified, altered or terminated except as provided in Article XII of the Master Resolution.

Section XV.7 Execution in Counterparts

. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section XV.8 Net Lease

. This Lease shall be deemed and construed to be a “net lease,” and the County shall pay absolutely net during the Lease Term the Base Rentals, Additional Rentals and all other payments required hereunder, free of any deductions, and without abatement, deduction or setoff, other than those herein expressly provided.

Section XV.9 Applicable Law

. This Lease shall be governed by and construed in accordance with the laws of the State.

Section XV.10 Captions

. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Lease.

Section XV.11 No Personal Liability

. No person executing this Lease, the Ground Lease, or any of the Bonds, the Master Resolution or the Security Documents shall be subject to personal liability or accountability by reason of such action or the issuance of the Bonds.

IN WITNESS WHEREOF, the Authority has caused this Lease to be executed in its corporate name with its corporate seal hereunto affixed and attested by a duly authorized officer. The County has executed this Lease in its name with the seal of its County Clerk hereunto affixed and attested by a duly authorized officer. All of the above occurred as of the date first above written.

LOCAL BUILDING AUTHORITY OF
SAN JUAN COUNTY, UTAH

By: _____
Chair

ATTEST:

By: _____
Secretary

(LBA S E A L)

SAN JUAN COUNTY, UTAH

By: _____
Chair

ATTEST:

By: _____
County Clerk/Auditor

(County S E A L)

STATE OF UTAH)
 :SS
 COUNTY OF SAN JUAN)

In the County of San Juan, State of Utah, on this ____ day of _____, 2024, before me, the undersigned notary, personally appeared Jamie Harvey and Lyman W. Duncan, the Chair and the Secretary, respectively, of the Local Building Authority of San Juan County, Utah, who are personally known to me or who proved to me their identities through documentary evidence to be the persons who signed the preceding document in my presence and who swore or affirmed to me that their signatures are voluntary.

Notary signature and seal

STATE OF UTAH)
 :SS
 COUNTY OF SAN JUAN)

In the County of San Juan, State of Utah, on this ____ day of _____, 2024, before me, the undersigned notary, personally appeared Jamie Harvey and Lyman W. Duncan, the Chair and County Clerk/Auditor, respectively, of San Juan County, Utah, who are personally known to me or who proved to me their identities through documentary evidence to be the persons who signed the preceding document in my presence and who swore or affirmed to me that their signatures are voluntary.

Notary signature and seal

EXHIBIT A

The Project is described as follows:

The acquisition and construction of a Public Safety Building Remodel and Expansion and related improvements.

Real property located in San Juan County, Utah, to-wit:

The Property is described as follows:

EXHIBIT B

LEASE PAYMENT SCHEDULE

<u>Payment Date</u>	<u>Base Rentals</u>	<u>Additional Rentals</u>	<u>Total Payment</u>
Sept. 15, 2026	\$954,320	\$159,115	\$1,113,435
Sept. 15, 2027	953,780	159,115	1,112,895
Sept. 15, 2028	954,040	159,115	1,113,155
Sept. 15, 2029	954,080	159,115	1,113,195
Sept. 15, 2030	953,900	159,115	1,113,015
Sept. 15, 2031	954,500	159,115	1,113,615
Sept. 15, 2032	953,860	-	953,860
Sept. 15, 2033	954,000	-	954,000
Sept. 15, 2034	953,900	-	953,900
Sept. 15, 2035	953,560	-	953,560
Sept. 15, 2036	953,980	-	953,980
Sept. 15, 2037	954,140	-	954,140
Sept. 15, 2038	954,040	-	954,040
Sept. 15, 2039	954,680	-	954,680
Sept. 15, 2040	954,040	-	954,040
Sept. 15, 2041	954,140	-	954,140
Sept. 15, 2042	953,960	-	953,960
Sept. 15, 2043	953,500	-	953,500
Sept. 15, 2044	953,760	-	953,760
Sept. 15, 2045	953,720	-	953,720
Sept. 15, 2046	954,380	-	954,380
Sept. 15, 2047	953,720	-	953,720
Sept. 15, 2048	953,760	-	953,760
Sept. 15, 2049	954,480	-	954,480
Sept. 15, 2050	953,860	-	953,860
Sept. 15, 2051	953,920	-	953,920
Sept. 15, 2052	953,640	-	953,640
Sept. 15, 2053	954,020	-	954,020
Sept. 15, 2054	954,040	-	954,040
Sept. 15, 2055	953,700	-	953,700

MASTER RESOLUTION

OF

LOCAL BUILDING AUTHORITY OF SAN JUAN COUNTY, UTAH

AS ISSUER

DATED AS OF

_____, 2024

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MASTER RESOLUTION

WHEREAS, San Juan County, Utah (the “County”), has previously authorized and directed the creation of the Local Building Authority of San Juan County, Utah (the “Authority”), pursuant to the provisions of a Resolution (the “Creating Resolution”); and

WHEREAS, pursuant to the direction of the County Commission of the County (the “County Commission”) contained in the Creating Resolution, the Authority has been duly and regularly created, established and is organized and existing as a nonprofit corporation under and by virtue of the provisions of the constitution and laws of the State of Utah, including, in particular, the provisions of the Utah Revised Nonprofit Corporations Act, Title 16, Chapter 6a, Utah Code Annotated 1953, as amended (the “Nonprofit Corporation Act”) and the Utah Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended (the “Utah Local Building Authority Act” and collectively with the Nonprofit Corporation Act, the “Acts”); and

WHEREAS, under the Articles of Incorporation of the Authority (the “Articles”) the objects and purposes for which the Authority has been founded and incorporated are to acquire, improve or extend one or more projects and to finance their cost on behalf of the County in accordance with the procedures and subject to the limitations of the Acts in order to accomplish the public purposes for which the County exists; and

WHEREAS, the Authority is possessed under the Articles of all powers set forth in the Acts and the Constitution and other laws of the State of Utah, including, without limitation, the power to acquire, own, hold, lease and improve real and personal property, and to enter into agreements providing for a lease, mortgage or other conveyance of real and personal property and to issue its notes, bonds or other obligations; and

WHEREAS, the County and the Authority desire to finance the acquisition and construction of a Public Safety Building Remodel and Expansion and related improvements (the “Project”); and

WHEREAS, the Authority now desires to finance such Project through the issuance of its Lease Revenue Bonds, Series 2024 (the “Series 2024 Bonds”); and

WHEREAS, pursuant to a Lease Agreement between the Authority, as Lessor, and the County (the “Lease”), the County will lease, as lessee, the Project from the Authority on an annually renewable basis; and

WHEREAS, the County owns the land on which the Project is to be constructed and pursuant to a Ground Lease Agreement between the County, as Lessor, and the Authority, as Lessee, the Authority will lease the Project Site (as defined herein) from the County; and

WHEREAS, under the provisions of a Resolution of the County adopted on May 21, 2024 (the “County Resolution”), the County Commission has authorized and approved the execution of the Lease and Ground Lease and has authorized and approved certain actions to be taken by the Authority in connection with the financing of the Project, including the adoption of this Master Resolution and the issuance of the Series 2024 Bonds; and

WHEREAS, pursuant to the provisions of a Resolution adopted on May 21, 2024 (the “Authority Resolution”), the Governing Board of the Authority (the “Governing Board”) has authorized, approved and directed the execution of the Lease and Ground Lease, and has authorized and approved certain actions to be taken by the Authority in connection with the financing of the Project, including the adoption of this Master Resolution and the issuance of the Series 2024 Bonds hereunder; and

WHEREAS, it has been determined by the County and the Authority that the estimated amount necessary to finance the Project and the necessary expenses incidental thereto, including the cost of issuing the Series 2024 Bonds, will require the issuance, sale and delivery of the Series 2024 Bonds in the total principal amount of \$21,366,0000 bearing interest at the rate of 2.0% per annum as hereinafter provided; and

WHEREAS, in addition the Authority has obtained a grant authorization for the Project from the Community Impact Board in the amount of \$4,689,695; and

WHEREAS, the Authority has determined that the Bonds (as defined herein) shall be secured as provided herein and has ascertained and determined that the provisions herein contained for protecting and enforcing the rights and remedies of the registered owners of the Bonds are reasonable, proper and in accordance with law, and that this Master Resolution is necessary to the performance of its duties and the execution of its powers under law, and does deem and determine all of the provisions herein contained to be reasonable and proper for the security of the registered owners of the Bonds; and

WHEREAS, all acts and things required by law and by the Articles and Bylaws of the Authority necessary to make this Master Resolution a valid and binding instrument for the security of all Bonds duly issued hereunder have been done and performed, and the execution and delivery of this Master Resolution have been in all respects duly authorized; and

WHEREAS, the Series 2024 Bonds shall be issued in registered form in substantially the form set forth in Exhibit A-1 attached hereto if issued as State Bond, and in substantially the form set forth in Exhibit A-2 attached hereto if issued as Exchange Bonds, with appropriate variations, omissions and insertions as permitted or required by this Master Resolution; and

WHEREAS, all things necessary to make the Bonds when executed by the Authority and issued as in this Master Resolution provided, the valid, binding and legal

obligations of the Authority according to the import thereof, and to constitute this Master Resolution a valid assignment and pledge of the amounts pledged to the payment of the principal of and premium, if any, and interest, if any, on the Bonds, and to constitute this Master Resolution a valid assignment of (i) the rights of the Authority with respect to the Project under the Lease (except the rights of the Authority under Sections 6.3(d), 13.3 and 14.5 of the Lease) and (ii) the rights of the County with respect to the Project have been done and performed and the creation, execution and delivery of this Master Resolution, and the creation, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized:

NOW, THEREFORE, be it resolved by the Governing Board of the Local Building Authority of San Juan County, Utah as follows:

DEFINITIONS

All terms defined in Article I of the Lease shall have the same meaning in this Master Resolution unless otherwise indicated. In addition, unless the context otherwise requires, the terms defined in this Article I shall, for all purposes of this Master Resolution and the Lease, have the meaning herein specified.

“Additional Rentals” shall have the meaning attributed to it in the Lease.

“Assignment of Ground Lease” means the Assignment of Ground Lease of even date herewith by which the Authority assigns its interest in the Project to the Community Impact Board.

“Authority” means the Local Building Authority of San Juan County, Utah.

“Bond Documents” means the Lease, the Ground Lease, the Security Documents and this Master Resolution.

“Bond Fund” means the bond fund established under Section 6.2 herein.

“Bondholder” or “Registered Owner” means the person or persons in whose name or names a Bond shall be registered on the books of the Authority kept for that purpose in accordance with provisions of this Master Resolution.

“Bond” or “Bonds” means the Series 2024 Bonds of the Authority authorized herein and any Refunding Bonds and Additional Bonds issued pursuant to Sections 3.8 and 3.9, respectively.

“Community Impact Board” means the State of Utah Permanent Community Impact Fund Board, or any successor agency.

“County” means San Juan County, Utah.

“County Funds” shall have the meaning attributed to it in the Lease.

“Escrow Fund” means the escrow fund created and administered under the Escrow Agreement by the Escrow Agent.

“Escrow Agent” means the Treasurer for the State of Utah, or its successors and assigns.

“Escrow Agreement” means the Escrow Agreement, by and among the Authority, the Community Impact Board, and the Escrow Agent.

“Event of Default” means any occurrence or event specified in and defined by Section 10.1 hereof.

“Event of Non-appropriation” shall have the meaning attributed to it in the Lease.

“Exchange Bonds” means the fully registered Series 2024 Bonds issued in substantially the appropriate form set forth in Exhibit A-2, in exchange for the State Bond representing the Series 2024 Bonds or in exchange for other Exchange Bonds, in the denomination of \$1,000 or any integral multiple thereof.

“Government Obligations” means solely one or more of the following:

- (a) State and Local Government Series issued by the United States Treasury (“SLGS”);
- (b) United States Treasury bills, notes and bonds, as traded on the open market; and
- (c) Zero Coupon United States Treasury Bonds.

“Ground Lease” means the Ground Lease Agreement dated as of _____, 2024, between the Authority, as lessee, and the County, as lessor, and any amendments and supplements thereto.

“Investment Obligations” shall mean any investment permitted for investment of public funds under the State Money Management Act of 1974, Title 51, Chapter 7, Utah Code Annotated 1953, as amended, with an appropriate market value and of an appropriate maturity.

“Lease” means the Lease Agreement dated as of _____, 2024, between the Authority, as lessor, and the County, as lessee, and any amendments and supplements thereto.

“Leasehold Deed of Trust, Assignment of Rents and Security Agreement” means the Leasehold Deed of Trust, Assignment of Rents and Security Agreement of even date herewith under which the Project and Project Site are pledged as security for the Series 2024 Bonds.

“Original Issue Date” means the date on which the Series 2024 Bonds are issued and delivered in exchange for the purchase price thereof.

“Outstanding” or “Bonds Outstanding” means all Bonds which have been executed and delivered by the Authority under this Master Resolution, except:

- (a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;
- (b) Bonds for the payment or redemption of which cash funds shall have been theretofore deposited with a trustee (whether upon or prior to the maturity or redemption

date of any such Bonds); provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given;

(c) Bonds in lieu of which others have been executed under Sections 3.3, 3.4, 3.6, 3.8, 3.9, and 4.5 hereof; and

(d) Bonds deemed paid under Article IX of this Master Resolution.

“Paying Agent” with respect to the Series 2024 Bonds means the Secretary of the Authority, and his/her successors.

“Principal Payment Date” means each October 1 commencing October 1, 2025.

“Project” means the acquisition and construction of a Public Safety Building Remodel and Expansion and related improvements located in the County, as more fully described in Exhibit B.

“Project Site” means real property, as more fully described in Exhibit B hereof, upon which the Project is located and the acquisition of a leasehold interest in the Project site leased by the Authority, as lessee, from the County, as lessor, under the Ground Lease.

“Registrar” with respect to the Series 2024 Bonds means the Secretary of the Authority, and his/her successors.

“Reserve Fund Requirement” means, with respect to the Series 2024 Bonds, the maximum annual debt service on the Series 2024 Bonds (i.e., \$954,680), which amount shall be built up, pursuant to the terms of the Lease and this Master Resolution, in six annual installments of \$159,115 beginning on October 1, 2026, as provided herein.

“Security Documents” means the Leasehold Deed of Trust, Assignment of Rents and Security Agreement with respect to the Project and the Assignment of Ground Lease.

“Series 2024 Bond” or “Series 2024 Bonds” means the Authority's Lease Revenue Bonds, Series 2024 issued in the aggregate principal amount of \$21,366,0000 bearing interest at the rate of 2.0% per annum.

“State Bond” or “State Bonds” means the single fully registered Series 2024 Bond issued in substantially the form set forth in Exhibit A-1.

“Subordination Agreement” shall have the meaning attributed to it in the Lease.

THE SERIES 2024 BONDS

Section II.1. Authorized Amount of Bonds. No Series 2024 Bonds may be issued under the provisions of this Master Resolution except in accordance with this Article. The total principal amount of Series 2024 Bonds that may be issued is hereby expressly limited to \$21,366,0000, except as provided in Sections 3.3, 3.4, 3.7, 3.8, 3.9 and 4.5 hereof.

Section II.2. Issuance of Series 2024 Bonds. For purposes of (i) financing all or a portion of the cost of the Project, and (ii) paying costs of issuing the Series 2024 Bonds, the Authority hereby authorizes the issuance of its Series 2024 Bonds in the principal amount of \$21,366,0000. The Series 2024 Bonds shall be designated as, and shall be distinguished from bonds of all other series by the title, the “Local Building Authority of San Juan County, Utah Lease Revenue Bond, Series 2024”. The Series 2024 Bonds shall be issued (i) if issued as a State Bond, in substantially the form set forth in Exhibit A-1 and (ii) if issued as Exchange Bonds, in substantially the form set forth in Exhibit A-2, in fully registered form, shall bear interest at the rate of 2.0% per annum and shall be payable as specified herein. If issued as Exchange Bonds, the Series 2024 Bonds shall be in the denomination of \$1,000 or any integral multiple thereof. The Series 2024 Bonds shall be numbered from one (1) consecutively upward in order of delivery by the Registrar.

If any principal and/or interest on the Series 2024 Bonds is not paid when due and payable, the Authority shall pay interest on the delinquent amount at the rate of eighteen percent (18%) per annum from said due date until paid.

The Series 2024 Bonds shall be dated the Original Issue Date and shall be paid as provided in this Section 2.2. The Series 2024 Bonds shall be initially issued as one fully registered State Bond.

Except as provided in the next succeeding paragraph, principal payments, whether at maturity or by redemption, shall be payable upon presentation of the applicable Series 2024 Bond at the offices of the Paying Agent for endorsement or surrender, or of any successor Paying Agent. All payments shall be made in any coin or currency which on the date of payment is legal tender for the payment of debts due the United States of America.

So long as the Community Impact Board is the Registered Owner of the State Bonds, payments of principal of the Series 2024 Bonds shall be made by check or draft and mailed to the Community Impact Board as the Registered Owner at the address shown on the registration books maintained by the Registrar and the Community Impact Board, by its Chairman or his designee, shall endorse such payments upon the Series 2024 Bonds.

Interest at the rate of 2.0% per annum on the Series 2024 Bonds shall begin to accrue on October 1, 2025, and the first payment of interest to be paid on October 1, 2026. Principal, together with accrued but unpaid interest, shall be payable in registered installments beginning October 1, 2026, and each October 1 thereafter in each of the years and in the amounts as set forth in the following Repayment Schedule:

<u>Payment Date</u> <u>October 1</u>	<u>Amount of</u> <u>Principal Payment</u>	<u>Payment Date</u> <u>October 1</u>	<u>Amount of</u> <u>Principal Payment</u>
2026	\$527,000	2041	\$709,000
2027	537,000	2042	723,000
2028	548,000	2043	737,000
2029	559,000	2044	752,000
2030	570,000	2045	767,000
2031	582,000	2046	783,000
2032	593,000	2047	798,000
2033	605,000	2048	814,000
2034	617,000	2049	831,000
2035	629,000	2050	847,000
2036	642,000	2051	864,000
2037	655,000	2052	881,000
2038	668,000	2053	899,000
2039	682,000	2054	917,000
2040	695,000	2055	935,000

EXECUTION, AUTHENTICATION, DELIVERY, EXCHANGE AND REGISTRATION OF SERIES 2024 BONDS

Section III.1. Execution; Limited Obligation. The Series 2024 Bonds shall be executed on behalf of the Authority with the facsimile or manual signature of the Chair of its Governing Board and shall have impressed or imprinted thereon the official seal of the Authority and be attested with the facsimile or manual signature of the Secretary of the Governing Board of the Authority. All authorized facsimile signatures shall have the same force and effect as if manually signed.

The Series 2024 Bonds shall not be a general obligation but shall be special, limited obligations of the Authority payable solely out of and to the extent available from the Base Rentals, that portion of the Additional Rentals required to be deposited in the Reserve Fund and the Purchase Option Price, if paid by the County, under the Lease and other amounts derived from the leasing of the Project (except to the extent paid out of moneys attributable to the proceeds derived from the sale of the Series 2024 Bonds or to income from the temporary investment thereof and, under certain circumstances, moneys held in funds or accounts by the Authority as proceeds from insurance policies, performance bonds, condemnation awards and liquidation proceeds with respect to the Project). The Series 2024 Bonds shall be a valid claim of the respective Bondholders thereof only against (a) the Bond Fund, the Reserve Fund and other moneys held by the Authority for the benefit of the Bondholders and (b) the Base Rentals, that portion of the Additional Rentals required to be deposited in the Reserve Fund, the Purchase Option Price, if paid by the County, and other amounts derived from the leasing of the Project under the Lease, which funds and other amounts are hereby pledged, assigned and otherwise secured for the equal and ratable payment of the Series 2024 Bonds and shall be used for no other purpose than to pay the principal of, premium, if any, and interest, if any, on the Series 2024 Bonds, except as may be otherwise expressly authorized in this Master Resolution or in the Lease. The Authority shall not be obligated to pay the principal of the Series 2024 Bonds or other costs incident thereto except from the moneys pledged for such purposes under this Master Resolution. The Series 2024 Bonds shall never constitute an indebtedness of the County within the meaning of any constitutional limitation or statutory provision and shall not constitute or give rise to a pecuniary liability of the County or a charge against the general credit or taxing power of the County. Neither the County, nor the Authority on its behalf, has pledged the credit of the County to the payment of the Series 2024 Bonds or amounts due or to become due under the Lease. The County shall not be obligated to appropriate County Funds for the purpose of paying Base Rentals, Additional Rentals or the Purchase Option Price under the Lease, and no judgment may be entered against the County in the event of an insufficiency of moneys to pay the principal of, premium, if any, and interest, if any, on the Series 2024 Bonds. The payment obligations of the County under the Lease are subject to annual renewal and will be terminated upon the occurrence of an Event of Non-appropriation. In such event, all payments from the County under the Lease will terminate, and the Series 2024 Bonds and any interest thereon will be payable solely from

and to the extent of such moneys, if any, as may be held by the Authority under this Master Resolution (except amounts held for the payment of Bonds not deemed Outstanding) and any moneys made available from a liquidation of the Project subsequent to foreclosure of the lien of this Master Resolution and the Security Documents. No deficiency judgment subsequent to foreclosure of the lien of this Master Resolution and the Security Documents may be entered against the County or the Authority, and no breach of any provision of the Lease, the Ground Lease, the Security Documents or this Master Resolution shall impose any general obligation or liability upon or a charge against the County or the Authority or upon the general credit or taxing powers of the County. No judgment requiring a payment of money may be entered against the County under the Lease.

Section III.2. Delivery of Series 2024 Bonds. Upon the execution and delivery of this Master Resolution, the Chair and Secretary of the Authority shall execute and the Secretary of the Authority shall deliver the Series 2024 Bonds to the Community Impact Board as directed by the Authority as hereinafter in this Section 3.2

Prior to the delivery of the Series 2024 Bonds, there shall be first filed with the Authority:

(a) A copy, duly certified by the Secretary of the Authority of a resolution adopted by the Governing Board of the Authority, and a copy, duly certified by the County Clerk of the County, of a resolution of the governing body of the County, authorizing the issuance of the Series 2024 Bonds and the execution and delivery of this Master Resolution, the Lease, the Ground Lease, and the Security Documents;

(b) Original executed counterparts of the Lease, the Ground Lease, the Security Documents and this Master Resolution;

(c) An ALTA mortgagee's policy, or commitment therefor, of mortgage title insurance in an amount equal to the principal amount of the Series 2024 Bonds, issued by a title insurance company satisfactory to the Authority insuring that (i) the Authority has a valid interest in the Project Site, (ii) the County has a valid interest in the Ground Lease, (iii) the Project is subject only to Permitted Encumbrances and (iv) the Security Documents constitute a first lien on the Project Site subject only to Permitted Encumbrances. The policy shall also provide protection against any mechanic's or materialman's liens. In the event that title insurance on any portion of the property interests described above cannot be provided at the time of issuance of the Series 2024 Bonds, delivery of such title insurance shall be provided prior to disbursement of amounts to pay costs of such portion of the Project; and

(d) A certificate or other documentation evidencing that the County has insured the Project as required by Article IX of the Lease.

Section III.3. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the Authority may execute and deliver a new Bond of like date, maturity and denomination to that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Authority, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Authority evidence of such loss, theft or destruction satisfactory to the Authority, together with an indemnity satisfactory to them. In the event any such Bond shall have matured or is about to mature, instead of issuing a duplicate Bond, the Authority may pay the same without surrender thereof making such requirements as it deems fit for its protection, including a lost instrument bond or other satisfactory indemnity. The Authority may charge the Bondholder of such Bond with its reasonable fees and expenses in this connection.

Section III.4. Exchange of State Bonds to Exchange Bonds. As long as the Community Impact Board is the sole Registered Owner of the Series 2024 Bonds, the Series 2024 Bonds shall be issued only as a State Bond in the form prescribed in Exhibit A1. It is recognized that the Community Impact Board may sell or otherwise transfer the Series 2024 Bonds pursuant to the provisions of the State Financing Consolidation Act, Title 63, Chapter 65, Utah Code Annotated 1953, as amended, or otherwise. In the event the Community Impact Board determines to sell or otherwise transfer all or a portion of the Series 2024 Bonds pursuant to the State Financing Consolidation Act, or otherwise, the State Bond may be exchanged at the office of the Paying Agent for a like aggregate principal amount of Exchange Bond in accordance with the provisions of this Section 3.4. Exchange Bonds may thereafter be exchanged from time to time for other Exchange Bond in accordance with Section 3.5 hereof. Any Series 2024 Bonds, or any portion thereof, which is sold or otherwise transferred or liquidated by the Community Impact Board pursuant to the State Financing Consolidation Act, or otherwise, shall be in the form of an Exchange Bond prescribed in Exhibit A-2, and shall be executed pursuant to authorization contained in Section 3.5 hereof. Each payment on the State Bond not previously paid or canceled shall be represented by an equivalent principal amount of Exchange Bonds, in authorized denominations, and of like maturity. The Authority and its officers shall execute and deliver such documents and perform such acts as may reasonably be required by the Authority to accomplish the exchange of the State Bond for Exchange Bond, provided that the Community Impact Board shall pay or cause to be paid all costs and other charges incident to such exchange and the Authority shall have no obligation to pay any such costs or charges.

Section III.5. Registration and Transfer Provisions. The Authority shall cause books for the registration and for the transfer of the Series 2024 Bonds to be kept by the Secretary who is hereby appointed the Registrar of the Authority with respect to the Series 2024 Bonds. Any Series 2024 Bonds may, in accordance with its terms, be transferred only upon the registration books kept by the Registrar, by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Series 2024 Bonds for cancellation, accompanied by delivery of a written

instrument of transfer in a form approved by the Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the Registrar. Upon surrender for transfer of any Series 2024 Bonds duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Registrar and duly executed by, the Registered Owner or his or her duly authorized attorney, the Authority shall execute and deliver in the name of the transferee or transferees, a new bond or bonds of the same maturity for a like aggregate principal amount as the Series 2024 Bonds surrendered for transfer. Series 2024 Bonds may be exchanged at the office of the Registrar for a like aggregate principal amount of Series 2024 Bonds or other authorized denominations of the same series and maturity. The execution by the Authority of any Series 2024 Bonds of any authorized denomination shall constitute full and due authorization of such denomination, and the Registrar shall thereby be authorized to deliver such Series 2024 Bonds. The Registrar shall not be required to transfer or exchange any Exchange Bond at any time following the mailing of notice calling such Series 2024 Bonds for redemption.

The Series 2024 Bonds surrendered for final payment, redemption or exchange, shall be promptly canceled and destroyed by the Authority in accordance with Section 3.6 hereof.

The Authority, the Registrar and the Paying Agent may treat and consider the person in whose name each Series 2024 Bond is registered on the registration books kept by the Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and for all other purposes whatsoever, and neither the Authority, nor the Registrar nor the Paying Agent shall be affected by any notice to the contrary. Payment of any Bond shall be made only to or upon order of the Registered Owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The Authority may require the payment by the Registered Owner requesting exchange or transfer of Series 2024 Bonds of any tax or other governmental charge and any service charge which are required to be paid with respect to such exchange or transfer and such charges shall be paid before a corresponding new Bond shall be delivered.

Section III.6. Destruction of Bond. Whenever any Outstanding Bond shall be delivered to the Authority for cancellation pursuant to this Master Resolution, upon final payment of the principal amount thereby, or for replacement or exchange, transfer or partial redemption pursuant to Sections 3.3, 3.4, 3.8 or 4.5 hereof, such Bond shall be promptly canceled and cremated or otherwise destroyed by the Authority and counterparts of a certificate of destruction evidencing such cremation or other destruction shall be furnished by the Authority to the County.

Section III.7. Temporary Bonds. Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bond shall be of such denomination or denominations as may be determined by the Authority, and may contain such reference to any of the provisions of this Master Resolution as may be appropriate. Every temporary Bond shall be executed and delivered by the Authority upon the same conditions and in substantially the same manner as the definitive Bond. If the Authority issues temporary Bonds, it will execute and furnish definitive Bonds at the Authority's expense (and without cost to the Bondholders of such temporary Bond) without unreasonable delay and thereupon the temporary Bond may be surrendered for cancellation and exchange therefor at the principal office of the Authority, and the Authority shall execute and deliver in exchange for such temporary Bond an equal aggregate principal amount of definitive registered Bond of authorized denominations of the same series and the same maturity. Until so exchanged, the temporary Bond shall be entitled to the same benefits under this Master Resolution as definitive Bond executed and delivered hereunder.

Section III.8. Issuance of Refunding Bonds. To the extent permitted by law, the Authority may, at the request of the County authorize the issuance of Refunding Bonds upon the terms and conditions provided herein. Refunding Bonds may be issued to provide funds to refund the Bonds then Outstanding, in whole or in part, and to pay the costs of the issuing the Refunding Bonds and other costs reasonably related to the financing as shall be agreed upon by the County and the Authority; provided, however, that (1) the Authority shall not be in default under this Master Resolution, the Security Documents or the Lease or any provision thereof or hereof, and the issuance of Refunding Bonds shall not constitute a default under the Lease or cause any violation of the covenants or representations of the County or the Authority in the Lease, the Security Documents or in this Master Resolution unless the issuance of the Refunding Bonds shall cure such default; (2) no Event of Default or Event of Non-appropriation shall have occurred and be continuing under the Lease; (3) the Authority shall have otherwise complied with the provisions of this Section 3.8 with respect to the issuance of such Refunding Bonds; and (4) so long as the Community Impact Board is the owner of the Series 2024 Bonds, the Authority shall obtain the written approval of the Community Impact Board for the Authority prior to issuing Refunding Bonds for the Bonds owned by the Community Impact Board.

Section III.9. Additional Bonds. So long as the Lease is in effect and no Event of Default under this Master Resolution, the Security Documents, the Ground Lease, or the Lease has occurred and is continuing and so long as no Event of Non-appropriation has occurred and is continuing, one or more series of Additional Bonds may be issued, executed and delivered for the purpose of financing (i) costs to complete construction of the Project (except to the extent the costs of completing the project are to be paid out of the proceeds of the sale of the Series 2024 Bonds or income from the temporary investment thereof or, under certain circumstances, from moneys held in funds or accounts by the Authority, or from the proceeds of insurance policies, performance bonds, condemnation awards or from liquidation proceeds with respect to the Project),

(ii) costs of additions or improvements to the Project or (iii) the cost of acquiring, constructing, equipping and furnishing of any sites, buildings or equipment or continuation thereof, for the use and benefit of the County, but only to the extent that (I) such additional sites, buildings and equipment, or any combination thereof, constitute a “project” within the meaning of the Utah Local Building Authority Act, and (II) the Lease and the Security Documents are amended as herein provided to include such sites, buildings and equipment as part of the Project there under. Additional Bonds shall be payable solely from the Base Rentals and the Purchase Option Price, if paid by the County, and other amounts derived from the leasing of the Project. Additional Bonds may be issued in one or more series, shall be executed by the Authority and, upon payment to the Authority of the purchase price thereof, shall be delivered by the Authority to or upon the order of the purchasers thereof, but only upon there being filed with the Authority:

(a) Evidence of the authorization of the Authority for such issuance, and an approval by the County of the terms of the Additional Bonds, the purchase price to be paid therefor and the manner in which the proceeds therefrom are to be disbursed as required under the Lease;

(b) Original executed counterparts of a supplemental resolution, a supplement (if necessary) to the Security Documents, and an amendment of the Lease expressly providing that, for all purposes of this Master Resolution and the Lease the “Project” shall include any facilities being financed by the Additional Bonds and that the Bond shall mean and include the Additional Bond being issued as well as any Bond and Additional Bond theretofore issued, and further providing for an increase in the Base Rentals to be paid by the County under the Lease in such amount as shall be necessary to pay, assuming that no Event of Default or Event of Nonappropriation shall occur, the principal of, premium, if any, and interest, if any, on the Bond and the Additional Bonds being issued and any Additional Bonds theretofore issued, and to extend the Lease Term if the maturity of any of the Additional Bonds would otherwise occur after the expiration of the then current Lease Term. The date or dates of the Additional Bonds, the rate or rates of interest on the Additional Bonds, and the redemption provisions (if any) with respect thereto all shall be as provided in the supplemental resolution rather than as provided in this Master Resolution, and may differ from the provisions with respect to the Bond set forth in this Master Resolution, except that interest, if any, on such Additional Bonds shall be payable on October 1 of each year during the term thereof and principal of the Additional Bond shall, in each year in which principal falls due, be payable on October 1;

(c) A written opinion of nationally recognized bond counsel, to the effect that the issuance of the Additional Bonds and the execution thereof have been duly authorized, all conditions precedent to the delivery thereof have been fulfilled;

(d) A date-down endorsement to the ALTA mortgagee title insurance policy issued in connection with the issuance of the Series 2024 Bonds, which endorsement shall insure to the date of issuance of such Additional Bonds and the recording of any supplement to the Security Documents the continuing validity of the lien thereof, as modified by any supplement to the Security Documents, as a first and prior lien on the premises thereby secured, subject only to Permitted Encumbrances, and which endorsement shall increase the amount of title insurance coverage thereunder to an amount at least equal to the principal amount of the Additional Bonds plus the amount of coverage originally provided in such policy and naming the Authority and the registered owner of the Bond as an insured or, in the alternative, such policy shall be delivered prior to any disbursements being made for such portion of the Project for which a policy cannot be delivered at closing;

(e) A copy, duly certified by the County Clerk of the County, of the resolution adopted and approved by the governing body of the County and a copy, duly certified by the Secretary of the Authority of a resolution adopted by the governing board of the Authority, approving the issuance of such Additional Bonds and the terms thereof;

(f) If such series of Additional Bonds is being issued in whole or in part for construction purposes, (i) a copy, duly certified by the Secretary of the Authority, of the project contract and architect's agreement with respect to such construction and the performance and payment bond covering such project contract, or a requirement to deliver the same prior to disbursements being made with respect to such portion of the Project, and (ii) a certificate of the architect or engineer responsible for planning and designing any such construction which sets forth the estimated useful life of the project, as so improved and extended, in compliance with the Utah Local Building Authority Act;

(g) A written opinion of counsel to the County as to the legal, valid and binding nature of the amendment to the Lease (to the extent applicable) as against the County and such other matters as may be reasonably required by the purchasers of such Additional Bonds;

(h) A written opinion of counsel to the Authority as to the legal, valid and binding nature of the amendment to the Lease, Ground Lease, and the supplement to this Master Resolution and the Security Documents as against the Authority and such other matters as may be reasonably required by the purchasers of such Additional Bonds;

(i) A certificate of the Authority, stating that as of the date of such delivery no event or condition has happened or exists and is continuing, or is happening or existing, which constitutes, or which, with notice or lapse of time or both, would constitute, an Event of Default under this Master Resolution, the

Security Documents, the Ground Lease or the Lease and there has not occurred and is then continuing an Event of Nonappropriation;

(j) If the Community Impact Board is the present owner of the Series 2024 Bonds, the written approval of the Community Impact Board for the Authority to issue the Additional Bonds; and

(k) Such other agreements, certificates, documents and opinions as are required to be delivered to the purchasers of such Additional Bonds, each in form and substance satisfactory to the Authority and, as to opinions, addressed to the Authority if the Authority so directs.

Each series of Additional Bonds issued pursuant to this Master Resolution shall be equally and ratably secured under this Master Resolution and the Security Documents with the Bond and all other series of Additional Bonds, if any, theretofore issued pursuant to this Master Resolution, without preference, priority or distinction of any Bond over any other thereof.

REDEMPTION OF BOND BEFORE MATURITY

Section IV.1. Redemption Dates and Prices.

(a) The Series 2024 Bonds are subject to prepayment and redemption at any time, in whole or in part (if in part, in integral multiples of \$1,000), at the election of the Authority in inverse order of the due date of the principal installments thereof, upon notice given as hereinafter set forth, at a redemption price equal to the principal amount to be so prepaid, plus accrued interest, if any, to the date of prepayment or redemption.

(b) The Series 2024 Bonds are also subject to prepayment and redemption in whole on any date, if (i) the Project or a material portion thereof is damaged or destroyed or taken in a condemnation proceeding, or a material defect in the construction of the Project shall become apparent, or title to or the use of all or any material portion of the Project shall be lost by reason of a defect in title thereto, (ii) the Net Proceeds (as defined in the Lease) of any insurance policy, performance bond or condemnation award made available by reason of one or more such occurrences shall be insufficient to pay in full the cost of repairing and replacing the Project, and (iii) the County elects to discharge its obligation to repair and replace the Project by depositing such Net Proceeds into the Bond Fund. Upon the deposit of such Net Proceeds into the Bond Fund, payment obligations of the County with respect to the Project under the Lease shall terminate and the County shall have no further obligation for the payment of Base Rentals and Additional Rentals with respect to the Project thereunder, and possession of the Project shall be surrendered to the Authority for the Bondholders. Thereafter, the Security Documents may, subject to the limitations set forth in Article X hereof, be foreclosed and the Project liquidated and the Net Proceeds of such liquidation and the Net Proceeds of any insurance policy, performance bond or condemnation award deposited in the Bond Fund as provided above, as well as all other moneys on deposit in any fund created under the Master Resolution (except moneys held for the payment of principal of the Bond not then deemed Outstanding), shall be applied to the prepayment or redemption of the Bonds at the earliest possible redemption date. Such prepayment or redemption of the Bond shall be made upon payment of the principal amount of the Bonds then Outstanding plus accrued interest, if any, thereon, all in accordance with this Master Resolution. In the event that the amount available to prepay the Bonds under this paragraph following a liquidation of the Project is less than the amount required to pay the Bonds in full to the prepayment date, the Bonds shall be redeemed in whole and the amount available applied as provided in Section 10.8(b) of this Master Resolution. IN THE EVENT THE BONDS ARE TO BE PREPAID SUBSEQUENT TO THE OCCURRENCE OF AN EVENT DESCRIBED IN THIS PARAGRAPH BY PAYMENT OF AN AMOUNT LESS THAN THE OUTSTANDING PRINCIPAL AMOUNT THEREOF AND ACCRUED INTEREST, IF ANY, TO THE

PREPAYMENT DATE, NO FURTHER CLAIM FOR PAYMENT MAY BE HAD BY THE HOLDERS OF THE BOND AGAINST THE AUTHORITY OR THE COUNTY.

(c) Except as otherwise provided above in Section 4.1(b), in the event that the Bonds are prepaid, such prepayment will be made at a price equal to 100% of the principal amount of the Bonds to be prepaid plus accrued interest to the prepayment date.

Section IV.2. Notice of Redemption.

(a) In the event any of the Bonds are to be redeemed, the Registrar shall cause notice to be given as provided in this Section 4.2. Notice of such redemption shall be mailed by first class mail, postage prepaid, to all registered owners of the Bonds to be redeemed at their addresses as they appear on the registration books of the Registrar at least thirty (30) days but not more than forty-five (45) days prior to the date fixed for redemption. Such notice shall state the following information:

(i) the complete official name of the Bonds, including series, to be redeemed and the identification numbers of the Bonds being redeemed;

(ii) any other descriptive information needed to identify accurately the Bonds being redeemed, including, but not limited to, the original issue date of such Bonds;

(iii) in the case of partial redemption of any Bond, the respective principal amounts thereof to be redeemed;

(iv) the date of mailing of redemption notices and the redemption date;

(v) the redemption price;

(vi) that on the redemption date the redemption price will become due and payable upon each Bond or portion thereof called for redemption; and

(vii) the place where the Bonds are to be surrendered for payment of the redemption price, designating the name and address of the redemption agent and the name and telephone number of a contact person.

(b) Upon the payment of the redemption price of the Bonds being redeemed, each check or other transfer of funds issued for such purpose shall identify the Bonds being redeemed with the proceeds of such check or other transfer.

(c) The Registrar shall not give a notice of redemption until there are on deposit with the Paying Agent sufficient funds for the payment of the redemption price.

A second notice of redemption shall be given, not later than ninety (90) days subsequent to the redemption date, to registered owners of the Bonds or portions thereof redeemed but who failed to deliver their bonds for redemption prior to the 60th day following such redemption date. Any notice mailed shall be conclusively presumed to have been duly given, whether or not the Registered Owner of the Bonds receives the notice. Receipt of such notice shall not be a condition precedent to such redemption, and failure to so receive any such notice by any of the Registered Owners thereof shall not affect the validity of the proceedings for the redemption of the Bonds.

In case any Bond is to be redeemed in part only, the notice of redemption which relates to such Bond shall state also that on or after the redemption date, upon surrender of such Bond, a new Bond in principal amount equal to the unredeemed portion of such Bond will be issued.

Section IV.3. Redemption Payments. No payment shall be made by the Authority upon any Bond or portion thereof called for prepayment or redemption until such Bond or portion thereof shall have been delivered for payment or cancellation or the Authority shall have received the items required by Section 3.3 hereof with respect to any mutilated, lost, stolen or destroyed Bond.

Section IV.4. Cancellation. All Bonds which have been redeemed shall not be reissued but shall be canceled and cremated or otherwise destroyed by the Authority in accordance with Section 3.6 hereof.

Section IV.5. Partial Redemption of Bond. Upon surrender of any Bond for prepayment or redemption in part only, the Authority shall execute and deliver to the Bondholder thereof a new Bond of the same series and the same maturity, of authorized denominations in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered, which new Bond shall be a fully registered Bond.

GENERAL COVENANTS

Section V.1. Payment of Principal of, Premium, if any, and any Interest. The Authority covenants that it will promptly pay the principal of, premium, if any, and interest, if any, on every Bond issued under this Master Resolution at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof, but solely from the Base Rentals, the Bond Fund, the Reserve Fund and the Purchase Option Price, if paid by the County under the Lease with respect to the Project and other amounts derived from the leasing of the Project and otherwise as provided herein, in the Security Documents, and in the Lease, which amounts are hereby specifically pledged to the payment thereof in the manner and to the extent herein and in the Lease specified, and nothing in the Bonds or in this Master Resolution shall be construed as pledging any other funds or assets of the Authority or the County. The Authority shall in no event be liable for the payment of the principal of, premium, if any, or any interest on any of the Bonds or for the performance of any pledge, obligation or agreement undertaken by the Authority except to the extent of the moneys pledged herein or in the Security Documents as security for the Bonds.

Section V.2. Performance of Covenants; the Authority. The Authority covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Master Resolution, the Lease, the Ground Lease, the Security Documents, any and every Bond executed and delivered hereunder and in all of its proceedings pertaining hereto. The Authority covenants that (a) it is duly authorized under its Articles, the Constitution and laws of the State of Utah, including a resolution duly adopted by the County Commission of the County, to issue the Bonds authorized hereby, execute this Master Resolution, assign the Lease and pledge the Bond Fund, the Reserve Fund, the Base Rentals, the Purchase Option Price and other amounts hereby pledged in the manner and to the extent herein set forth, (b) that all action on its part for the issuance of the Series 2024 Bonds and the execution and delivery of the Lease and Security Documents and this Master Resolution has been duly and effectively taken, and (c) that the Series 2024 Bonds in the hands of the Bondholders are and will be valid and enforceable special, limited obligations of the Authority according to the terms thereof and hereof.

Section V.3. Ownership; Instruments of Further Assurance. The Authority covenants that it will own an interest in the Project and any property becoming a part of the Project shall be acquired and kept free of all liens and encumbrances, except Permitted Encumbrances. The Authority will defend the title to and interest in the Project and each part thereof, for the benefit of the Bondholders against the claims and demands of all persons whomsoever, except for claims and demands arising from Permitted Encumbrances as provided in the Lease. To the extent necessary and to the extent it may lawfully do so, the County will join with the Authority in any action taken by the Authority pursuant to the provisions of the preceding sentence. The Authority will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered such resolutions supplemental hereto and such further acts, instruments and

transfers as reasonably required for the better assuring, transferring, conveying, pledging, assigning and confirming all and singular the Bond Fund, the Reserve Fund, the Project, the Base Rentals, Purchase Option Price and other amounts pledged hereby to the payment of the principal of, premium, if any, and any interest on the Series 2024 Bonds. The Authority, except as herein and in the Lease provided, will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project or the Base Rentals, the Additional Rentals, Purchase Option Price, or other revenues and receipts there from or its rights under the Lease, subject to Permitted Encumbrances.

Section V.4. Perfection of Security Interest. (a)

(a) This Master Resolution creates a valid and binding pledge and assignment of and security interest in all of the personal property pledged under the Master Resolution as security for payment of the Bonds, enforceable by the Bondholders in accordance with the terms thereof.

(b) Under the laws of the State of Utah, such pledge and assignment and security interest is automatically perfected by Section 11-14-501, Utah Code Annotated 1953, as amended, and is and shall be prior to any judicial lien hereafter imposed on the personal property pledged to enforce a judgment against the Authority on a simple contract.

Section V.5. Inspection of Project Books. All books and records of the Authority wherever located relating to the Project and the Base Rentals, the Additional Rentals, the Purchase Option Price and other amounts derived from the Project shall at all reasonable times be open to inspection by such accountants or other agents as the Bondholders may from time to time designate.

Section V.6. List of Bondholders. The Authority shall keep a list of names and addresses of the Bondholders of all Bonds as from time to time are registered on the registration books maintained by the Registrar, together with the principal amount and numbers of such Bonds. At reasonable times and under reasonable regulations, said list may be inspected and copied by the County or by Bondholders (or a designated representative thereof) of 25% or more in aggregate principal amount of Bonds then Outstanding, such ownership and the authority of such designated representative to be evidenced to the satisfaction of the Authority.

Section V.7. Rights Under Lease and the Security Documents. The Lease and the Security Documents set forth the covenants and obligations of the Authority and the County. Reference is hereby made to the same for a detailed statement of said covenants and obligations of the Authority and the County thereunder, and the Authority may enforce all rights of the Authority and all obligations of the County under and pursuant to the Lease and the Security Documents for and on behalf of the Bondholders, whether or not the County is in default hereunder.

Section V.8. Designation of the Secretary as Registrar and Paying Agent and Designation of Any Additional Paying Agents. The Secretary is hereby designated and agrees to act as Registrar and Paying Agent for and in respect to the Series 2024 Bonds. The Authority may appoint additional paying agents from time to time by giving notice of such appointments to the Bondholders. The Authority hereby covenants and agrees to cause the necessary arrangements to be made for the making available of funds hereunder for the payment of such of the Series 2024 Bonds as shall be presented when due at the principal office of the Paying Agent.

Section V.9. Filing of Records. So long as any Series 2024 Bonds remain outstanding, proper books of record and account will be kept by the Authority separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the Project. Each Bondholder or any duly authorized agent or agents of such holder shall have the right at all reasonable times to inspect all records, accounts and data relating thereto and to inspect the Project and all properties constituting the Project. Except as otherwise provided herein, the Authority further agrees that it will within one hundred eighty (180) days following the close of each fiscal year (the term "fiscal year" as used in this subsection meaning whatever twelve-month period the Authority may from time to time be using for general financial accounting purposes) cause an audit of such books and accounts to be made by an independent firm of certified public accountants, showing the receipts and disbursements for account of the Project, and that such audit will be available for inspection by each Bondholder upon request; provided, however, as long as the Community Impact Board is the registered owner of the State Bond, each such audit will be supplied to the Community Impact Board as soon as completed without prior request therefor by the Community Impact Board. At a minimum, each such audit shall include the following:

- (a) A statement in detail of the revenues and expenditures of the Project for the fiscal year;
- (b) A balance sheet as of the end of the fiscal year;
- (c) The accountant's comments regarding the manner in which the Authority has carried out the requirements of this Master Resolution, and the accountant's recommendations for any change or improvement;
- (d) A list of the insurance policies in force at the end of the fiscal year, setting out as to each policy, the amount of the policy, the risks covered, the name of the insurer, and the expiration date of the policy; and
- (e) An analysis of all funds and accounts created in this Master Resolution, setting out all deposits and disbursements made during the fiscal year and the amount in each fund or account at the end of the fiscal year.

The Community Impact Board may, upon written request from the Authority setting forth the reasons why a certified audit is not necessary or is impractical, waive the audit requirements for any particular fiscal year set forth in this Section 5.9.

REVENUES AND FUNDS

Section VI.1. Source of Payment of Bond. The Series 2024 Bonds herein authorized and all payments by the Authority hereunder are not general obligations of the Authority but are special, limited obligations payable solely from the Base Rentals, the Bond Fund, the Reserve Fund, the Purchase Option Price, if paid by the County under the Lease and other amounts derived from the Project under the Lease and as provided herein.

The Project has been leased under the Lease and the Base Rentals and the Purchase Option Price provided in Sections 6.2 and 12.1, respectively, of the Lease are to be remitted directly to the Authority and deposited in the Bond Fund along with all other moneys authorized or required to be deposited in the Bond Fund under the Lease. Such Base Rentals and Purchase Option Price are hereby pledged to such payment.

Section VI.2. Creation of Bond Fund. There is hereby established and maintained by the Authority a fund to be designated “Local Building Authority of San Juan County, Utah, Series 2024 Bond Fund” (the “Bond Fund”), which shall be used to pay the principal of and premium, if any, and any interest on the Series 2024 Bonds. All funds deposited in the Bond Fund are hereby pledged to the payment of the principal of, premium, if any, and any interest on the Series 2024 Bonds.

Section VI.3. Payments into the Bond Fund. There shall be deposited into the Bond Fund all accrued interest received, if any, at the time of the issuance, sale and delivery of the Bonds. In addition, there shall be deposited into the Bond Fund, as and when received, (i) any amount in the Escrow Fund directed to be paid into the Bond Fund pursuant to Section 7.3 of the Lease or any amount in the Reserve Fund directed to be paid into the Bond Fund in accordance with the provisions of Section 6.7 hereof; (ii) the Net Proceeds of any insurance policy, performance bond or condemnation award to be deposited in the Bond Fund pursuant to Sections 10.2 and 10.3 of the Lease; (iii) all Base Rentals and the Purchase Option Price, if paid by the County, with respect to the Project specified in Section 12.1 of the Lease; and (iv) all other moneys received by the Authority under and pursuant to any of the provisions of the Lease which are required or which are accompanied by directions that such moneys are to be paid into the Bond Fund. The Authority hereby covenants and agrees that so long as any of the Bonds issued hereunder are Outstanding, it will deposit in the Bond Fund for its account, any moneys which are pledged under this Master Resolution for the payment of the principal of, premium, if any, and any interest on the Bonds and which are required to be deposited into the Bond Fund.

The Authority covenants and agrees that should there be an Event of Default or an Event of Non-appropriation under the Lease with the result that the right of possession of the Project is returned to the Authority, the Authority shall fully cooperate with the Bondholders to fully protect the rights and security of the Bondholders and shall diligently proceed in good faith and, if requested by any Bondholder, shall use its best

efforts to secure a purchaser or another lessee of the Project so that at all times sufficient rents and other amounts will be derived from the Project promptly to meet and pay the principal of, premium, if any, and any interest on the Bonds as the same become due and payable, as well as to cover the cost of all Additional Rentals with respect to the Project required under the Lease. Nothing herein shall be construed as requiring the Authority to operate the Project or to use any funds or revenues from any source other than the rents and other amounts derived from the Project.

Section VI.4. Use of Moneys in Bond Fund. Except as provided herein, moneys in the Bond Fund shall be used solely for the payment of the principal of, premium, if any, and any interest on the Bonds including any mandatory sinking fund payments of principal of the Bonds, and for the redemption of the Bonds prior to maturity. The Bond Fund shall be depleted for purposes of making debt service payments on the Bonds at least annually. The Authority shall maintain sub accounts within the Bond Fund with respect to each series of Bonds in order to properly account for and apply all moneys deposited therein for their intended purposes. Except as otherwise provided herein, all Bonds authorized hereunder will be equally secured by an equal lien pledge of moneys deposited in the Bond Fund.

Section VI.5. Custody of Bond Fund. The Bond Fund shall be in the custody of the Authority, and the Authority shall withdraw sufficient funds from the Bonds Fund to pay the principal of and premium, if any, and interest, if any, on the Bonds as the same become due and payable, and to utilize the moneys in the Bond Fund as provided in Section 6.4 hereof.

Section VI.6. Creation of Reserve Fund. There is hereby established and maintained by the Authority a fund in the name of the Authority to be designated "Local Building Authority of San Juan County, Utah Reserve Fund" which shall be expended in accordance with the provisions of Section 6.7 hereof. All funds deposited in the Reserve Fund are hereby pledged to the payment of the principal of, premium, if any, and any interest on the Series 2024 Bonds.

Section VI.7. Deposit to and Use of Moneys in the Reserve Fund. Beginning October 1, 2026, and on each October 1 thereafter, there shall be deposited into the Reserve Fund, from the Additional Rentals received by the Authority, the amount of \$159,115 per year for six years or until there is on deposit in the Reserve Fund the sum of the Reserve Fund Requirement for the Series 2024 Bonds, which is \$954,680. The Authority shall maintain sub accounts within the Reserve Fund in order to properly account for and apply all moneys deposited therein for their intended purposes. Any moneys held in the Reserve Fund shall be invested and reinvested by the Authority in Investment Obligations. Moneys held in the Reserve Fund shall be applied as follows:

- (a) If within five (5) Business Days preceding any Principal Payment Date the moneys held in the Bond Fund are insufficient to pay all interest, if any, and principal due and payable on such Principal Payment Date, the Authority

shall transfer, on or before such date, moneys from the Reserve Fund to the Bond Fund to the extent that the amount of money so transferred plus all moneys then held in the Bond Fund shall be sufficient to pay all interest, if any, premium, if any, and principal payments due and payable on such date (such moneys to be used for the payment of the principal of, premium, if any, or any interest on the Bonds); and

(b) In the event that the County shall exercise its option to purchase the Project and terminate its payment obligations under the Lease upon payment of the Purchase Option Price, the Authority shall transfer all moneys held in the Reserve Fund to the Bond Fund.

In the event moneys are drawn from the Reserve Fund to pay principal of, premium, if any, or any interest on the Series 2024 Bond such that the balance remaining in the Reserve Fund is less than the Reserve Fund Requirement, the Authority shall replenish the Reserve Fund to the Reserve Fund Requirement upon receipt of Additional Rentals to be paid by the County pursuant to Section 6.3 of the Lease.

On November 1 of each year any moneys held in the Reserve Fund in excess of the Reserve Fund Requirement shall be immediately transferred to the Bond Fund. To the extent so paid, such excess shall reduce the amount of the succeeding Base Rental otherwise payable under the Lease.

Section VI.8. Deposit of Series 2024 Bonds Proceeds; Escrow Fund; Disbursements. The Chair and Secretary of the Authority are hereby authorized and directed to execute with Community Impact Board and the Utah State Treasurer (the “Escrow Agent”) an escrow agreement, substantially in the form attached hereto as Exhibit C (the “Escrow Agreement”), which form may be modified by the Chair and Secretary of the Authority prior to execution and the execution by those officers of the Escrow Agreement shall constitute full approval of any such modifications for purposes of effecting the provisions of this Master Resolution. Upon the issuance of the Series 2024 Bonds, the proceeds from the sale of the Series 2024 Bonds shall be deposited into the escrow fund (the “Escrow Fund”) created pursuant to the Escrow Agreement and shall be disbursed pursuant to the provisions of the Escrow Agreement. All monies deposited in the Escrow Fund shall be used solely for the purpose of defraying all or a portion of the costs of the Project including the payment of costs of issuance of the Series 2024 Bonds. Proceeds from the sale of the Series 2024 Bonds on deposit in the Escrow Fund may be invested as provided in the Escrow Agreement. Any unexpended balance remaining in the Escrow Account after completion of the Project shall be repaid to each entity or party that contributed funds to the Escrow Fund in proportion to the amount originally deposited into the Escrow Fund. The amount, if any, so attributed to excess bond proceeds shall be transferred for deposit into the Bond Fund and applied to the prepayment of the Series 2024 Bonds in the inverse order of the due date of the principal installments thereof. Following the repayment and/or transfer of the unexpended balance in the Escrow Fund, the Escrow Fund shall be closed.

Section VI.9. Nonpresentment of Bond. In the event that any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for prepayment or redemption thereof, or otherwise, if funds sufficient to pay any such Bond are on deposit with the Authority for the benefit of the Bondholders thereof, all liability of the Authority to the Bondholder thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Bondholder of such Bond who shall thereafter be restricted exclusively to such funds, for any claim on its part under this Master Resolution, the Security Documents or on, or with respect to, such Bond.

Section VI.10. Repayment to the County from Bond Fund or Reserve Fund. Any amounts remaining in the Bond Fund or the Reserve Fund after payment in full of the principal of, premium, if any, and any interest on the Bonds and all other amounts required to be paid hereunder shall be paid immediately to the County as an overpayment of Base Rentals or Additional Rentals.

Section VI.11. Custody of Separate Trust Fund. The Authority shall hold all Net Proceeds from any insurance policy, performance bond or condemnation award and deposit such proceeds into a separate trust fund for disbursement in accordance with Article X of the Lease. The Authority shall establish and maintain separate sub accounts within such trust fund in order to properly account for and apply all moneys deposited therein for their intended purposes. If the County directs that the Net Proceeds be applied to redeem the Bonds pursuant to Section 10.3 of the Lease, the Authority covenants and agrees to transfer such funds to the Bond Fund and to redeem the Bond as provided in Section 4.1 herein.

INVESTMENT OF MONEYS

Section VII.1. Authority to Invest Funds. Any moneys held as part of the Bond Fund, the Reserve Fund or any other fund shall be invested and reinvested by the Authority in Investment Obligations in accordance with the provisions hereof and Section 7.5 of the Lease. The Reserve Fund is to be invested in Investment Obligations with maturities of less than twelve months. The Authority shall sell and reduce to cash a sufficient amount of such investments whenever the cash balance in the Bond Fund is insufficient to pay the principal of, premium, if any, and any interest on the Bonds when due.

Section VII.2. Method of Valuation and Frequency of Valuation. In computing the amount in any fund or account, Investment Obligations shall be valued at their market value, exclusive of accrued interest. All funds and accounts are to be marked to market valuation conducted on an annual basis by the Authority.

RIGHTS OF THE COUNTY

Section VIII.1.Subordination of Lease to Master Resolution; Certain Rights to County. As provided in Section 12.1 of the Lease, the Lease and the County's interest in the Project and its interest as lessee under the Lease, shall at all times be subject to the lien of this Master Resolution; provided, however, that so long as no Event of Default hereunder or an Event of Non-appropriation has occurred and is then continuing, the Lease shall remain in full force and effect notwithstanding such subordination, and the County shall not be disturbed by the Authority or the Bondholders in its possession, use and enjoyment of the Project or portions thereof during the term of the Lease or in the enjoyment of the Lease. This Master Resolution and the rights and privileges hereunder of the Bondholders are specifically made subject and subordinate to the rights and privileges of the County set forth in Section 12.1 of the Lease to exercise its option to purchase the Project in the event of, and subsequent to, the occurrence of an Event of Default, but prior to the liquidation of the Project; provided, however, that as a condition of the exercise of such option, the County must pay, in addition to the Purchase Option Price, any interest payment deficiencies accruing from the date of the Event of Default or Event of Non-appropriation. The Authority agrees that it shall execute and deliver any instrument necessary or appropriate at any time to enable the County to enjoy its rights and privileges under the Lease, including without limitation, those referred to in Section 8.2 hereof and under the Subordination Agreement.

Section VIII.2.Granting of Rights in and to the Project. Reference is made to the provisions of the Lease, including without limitation Section 11.6 of the Lease, whereby the Authority and the County have reserved the right to grant rights in and to certain portions of the Project upon compliance with the terms and conditions of the Lease.

Section VIII.3.Release of Equipment Forming a Part of the Project. Reference is made to the provisions of the Lease, whereby the County may remove certain items of equipment constituting part of the Project upon substitution of similar property of comparable or greater value or upon deposit into the bond Fund of sale proceeds from the sale of the equipment so removed, all in accordance with the terms and conditions of the Lease.

DISCHARGE OF LIEN

If the Authority shall pay or cause to be paid, or there shall be otherwise paid or provisions for payment made to or for the Bondholders, the principal of and premium, if any, and interest, if any, due or to become due on the Bonds at the times and in the manner stipulated therein, and if the Authority shall not then be in default in any of the other covenants and promises in the Bonds and the Security Documents and in this Master Resolution expressed as to be kept, performed and observed by it or on its part, then these presents and the estate and rights hereby granted shall cease, determine and be void, whereupon the Authority shall cancel and discharge the lien of this Master Resolution, and release, assign and deliver unto the County any and all the estate, right, title and interest in and to any and all rights or otherwise subject to the lien of this Master Resolution, including amounts in the Bond Fund and the Reserve Fund required to be paid to the County under Section 6.10 of this Master Resolution and all rights granted under the Security Documents, except moneys or securities held by the Authority for the payment of the principal of and premium, if any, and interest, if any, on the Bonds.

Any Bond shall be deemed to be paid within the meaning of this Article and for all purposes of this Master Resolution when payment of the principal of and the applicable redemption premium, if any, on such Bond, plus interest, if any, thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Master Resolution, or otherwise), either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) the Authority shall have irrevocably set aside in trust exclusively for such payment, (1) moneys sufficient to make such payment, and/or (2) non-callable Government Obligations maturing as to principal and interest in such amount and at such times as will ensure, without reinvestment, the availability of sufficient moneys to make such payment. At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits of this Master Resolution or the Security Documents, except for the purposes of any such payment from such moneys or Government Obligations.

Notwithstanding the foregoing, no deposit under clause (ii) of the immediately preceding paragraph shall be deemed a payment of such Bond as aforesaid until: (a) proper notice of redemption of such Bond shall have been previously given in accordance with Article IV of this Master Resolution, or in the event such Bond is not by its terms subject to redemption within the next sixty (60) days, until the Authority shall have given notice to the Bondholders of the Bond, in accordance with Article IV hereof, that the deposit required by (ii) above has been made with the Authority and that said Bond is deemed to have been paid in accordance with this Article IX, and stating the maturity or redemption date upon which moneys will be available for the payment of the principal or redemption price, if applicable, on such Bond and calling the Bond for redemption prior to maturity pursuant to this Master Resolution; or (b) the maturity of such Bond.

All moneys so deposited with the Authority as provided in this Article IX may at the direction of the Authority also be invested and reinvested in Government Obligations,

maturing in the amounts and at times as hereinbefore set forth, and all income from all Government Obligations in the hands of the Authority pursuant to this Article IX which is not required for the payment of the Bonds and interest and premium, if any, thereon with respect to which such moneys shall have been so deposited, shall be deposited in the Bond Fund as and when realized and collected for use and application as are other moneys deposited in that fund.

Notwithstanding anything to the contrary contained in this Master Resolution, all moneys or Government Obligations set aside and held in trust pursuant to the provisions of this Article IX for the payment of a Bond (including interest and premium thereon, if any) shall be applied to and used solely for the payment of the particular Bond (including interest and premium thereof, if any) with respect to which such moneys and Government Obligations have been so set aside in trust.

DEFAULT PROVISIONS AND REMEDIES

Section X.1. Events of Default. If any of the following events occur, it is hereby declared to constitute an “Event of Default” under this Master Resolution:

- (a) Failure to pay when due interest, if any, on any Bond;
- (b) Failure to pay when due the principal of, or premium, if any, on any Bond, whether at the stated maturity thereof, or upon proceedings for redemption thereof, or upon the maturity thereof by declaration;
- (c) Failure to perform or observe any of the other covenants, agreements or conditions on the part of the Authority contained in this Master Resolution or in the Bonds and failure to remedy the same after notice thereof pursuant to Section 10.13 hereof;
- (d) The occurrence of an Event of Default under any of the Bond Documents on the part of either the Authority or the County;
- (e) The Authority shall for any reason be rendered incapable of fulfilling its obligations hereunder;
- (f) The Authority (1) is adjudged insolvent by a court of competent jurisdiction, (2) admits in writing its inability to pay its debts generally as they become due, (3) files a petition in bankruptcy, (4) makes an assignment for the benefit of creditors, or (5) consents to the appointment of a receiver of itself or property with respect to the Project;
- (g) An order, judgment or decree shall be entered by any court of competent jurisdiction appointing, without the consent of the Authority, a receiver of the Authority or of the property with respect to the Project, and such order, judgment or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of such appointment;
- (h) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against the Authority under the provisions of any bankruptcy act and such order, judgment or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of entry of such order, judgment or decree;
- (i) Under the provisions of any other law now or hereafter existing for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Authority or of the property with respect to the Project or any part thereof, and such custody or control shall not be terminated within sixty (60) days from the date of assumption of such custody or control, or

(j) Subject to the limitations contained in the Lease, the Authority shall unreasonably delay or fail to carry on with reasonable dispatch, or shall discontinue construction of any substantial part of the Project.

Section X.2. Acceleration, Limitation on Remedies. Upon the occurrence of an Event of Default, the Bondholders of not less than 25% in aggregate principal amount of the Bonds Outstanding may, by notice in writing delivered to the Authority, declare the principal of all Bonds then Outstanding and the interest, if any, accrued thereon immediately due and payable, and such principal and interest, if any, shall thereupon become and be immediately due and payable. With respect to the Series 2024 Bonds, such amounts of principal of and interest, if any, payable thereon shall bear interest from the date of acceleration, as herein provided, until paid at the rate of eighteen percent (18%) per annum, unless otherwise waived in whole or in part by all of the Bondholders.

Upon any sale made either under the power of sale given in this Article X or given in the Security Documents or under a judgment, order or decree made in any judicial proceedings for the foreclosure or enforcement of this Master Resolution and/or the Security Documents, the principal of all Bonds then Outstanding, if not previously due, shall at once become and be immediately due and payable without declaration or notice by the Bondholders.

Notwithstanding anything to the contrary contained in this Master Resolution, no deficiency judgment upon foreclosure of the lien of this Master Resolution or of the Security Documents against the Project may be entered against the County or the Authority, and no breach of any provision of the Lease, the Ground Lease, the Security Documents or the Master Resolution shall impose any general obligation or liability upon or a charge against the County or the Authority or upon the general credit or taxing powers of the County. Additionally, no judgment requiring a payment of money may be entered against the County by reason of an Event of Default or an Event of Non-appropriation under the Lease.

Notwithstanding anything to the contrary contained herein, the rights and privileges of the Bondholders are subject to the right of the County to purchase the Project as set forth in the Lease and the Bondholders shall make no final sale or other final disposition of any interest in the Project pursuant to any available foreclosure remedy without notifying the County in writing of the occurrence of an Event of Default, and allowing the County ninety (90) days from the mailing of such notice to exercise their respective options to purchase the Project.

Section X.3. Surrender of Possession of Project; Rights and Duties of Authority in Possession. Upon the occurrence of an Event of Default under this Master Resolution, the Authority shall, upon demand of the Bondholders, forthwith surrender possession of the Project, and it shall be lawful for the Bondholders, by such officer or agent as they may appoint, to take possession of all or any part of the Project together with the books, papers and accounts of the Authority pertaining thereto, and including the rights and the

possession of the Authority with respect to the Project under the Lease and Ground Lease and to make all needful repairs and improvements as the Bondholders shall deem wise. Upon the occurrence of an Event of Default, the Bondholders may execute a written notice of default and an election to cause the Project or any portion thereof to be sold (subject to the reversionary rights of the County retained in the Project Site under the Ground Lease) to satisfy the obligations of the Authority under this Master Resolution in accordance with the provisions of the Security Documents and/or may cause a sale of personal property as provided by law. The Bondholders may also lease or otherwise dispose of the Project in the name and for the account of the Authority and in such manner as the Bondholders, in their sole discretion, may elect. In connection with any such sale or leasing of the Project, the Bondholders may collect, receive and sequester the rental payments, revenues, earnings, income, products and profits therefrom, and out of the same and any moneys received from any receiver pay or set up the proper reserve for the payment of all proper costs and expenses of so taking, holding, leasing, selling and managing the same, including reasonable compensation to the Bondholders, their agents and counsel, and any charges of the Bondholders hereunder, and any taxes and assessments and other charges prior to the lien of this Master Resolution and the Security Documents which the Bondholders may deem it wise to pay, and all expenses of such repairs and improvement, and apply the remainder of the moneys so received in accordance with the provisions of Section 10.8 hereof. Upon payment of all that is due under the Bonds and upon all defaults having been cured or waived, the Bondholders shall surrender their possession of the Project to the Authority; the right of entry, however, to exist upon any subsequent Event of Default.

While in possession of the Project, the Bondholders shall render annually to the Authority and the County, at their addresses set forth in the registration book required by Section 5.6 hereof, a summarized statement of income and expenditures in connection therewith.

While any Bonds are Outstanding, the Authority shall not exercise any of the remedies on default specified in Section 14.2 of the Lease without the prior written consent of the Bondholders.

Section X.4. Other Remedies; Rights of Bondholders. Except as otherwise provided in this Master Resolution, upon the occurrence of an Event of Default under this Master Resolution, the Bondholders may pursue any available remedy by suit at law or in equity to enforce the payment of the principal of, premium, if any, and any interest on the Bonds then Outstanding.

No remedy by the terms of this Master Resolution conferred upon or reserved to the Bondholders is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Bondholders hereunder or now or hereafter existing at law or in equity.

No delay or omission to exercise any right or power accruing upon any default or Event of Default under this Master Resolution shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein; and such right and power may be exercised from time to time as often as may be deemed expedient.

No waiver of any default or Event of Default hereunder by the Bondholders shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

Section X.5. Right of Bondholders to Direct Proceedings. The Bondholders of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right at any time to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Master Resolution, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Master Resolution.

Section X.6. Appointment of Receivers. Upon the occurrence of an Event of Default under this Master Resolution, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Bondholders under this Master Resolution, the Bondholders of a majority in aggregate principal amount of the Bonds then Outstanding shall be entitled to the appointment of a receiver or receivers of the Project and of the rents, revenues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section X.7. Waiver. Upon the occurrence of an Event of Default under this Master Resolution, neither the Authority, nor anyone claiming through or under it, shall set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement of this Master Resolution, and the Authority, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws.

Section X.8. Application of Moneys. All moneys received on behalf of the Bondholders pursuant to any right given or action taken under the provisions of this Article shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made, be deposited in the Bond Fund and all moneys in the Bond Fund shall be applied as follows:

- (a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST - To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege; and

SECOND - To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, on any of the Bonds which shall have become due (other than Bonds matured or called for redemption for the payment of which moneys are held pursuant to the provisions of this Master Resolution), in the order of their due dates, with delinquent interest on such Bonds from the respective dates upon which they became due and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege; and

THIRD - To be held for the payment to the persons entitled thereto as the same shall become due of the principal of and premium, if any, and interest, if any, on the Bonds which may thereafter become due either at maturity or upon call for redemption prior to maturity and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with interest then due and owing thereon, payment shall be made ratably according to the amount of principal due on such date to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest, if any, then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, if any, to the persons entitled thereto without any discrimination or privilege, plus, if available, with interest on overdue installments of interest or principal at the same rate as the rate of the respective Bond or Bonds which are past due.

(c) If the principal of all the Bonds shall have been declared due and payable, and if such declarations shall thereafter have been rescinded and annulled under the provisions of this Article X then, subject to the provisions of Section 10.8(b) of this Master Resolution in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of Section 10.8(a) of this Master Resolution.

Whenever moneys are to be applied pursuant to the provisions of this Section 10.8, such moneys shall be applied at such times, and from time to time, as any duly appointed receiver shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Setting aside such moneys in trust for the proper purpose shall constitute proper application by such receiver, and such receiver shall have no liability whatsoever to the Bondholders or to any other person for any delay in applying any such moneys, so long as the receiver acts with reasonable diligence, having due regard for the circumstances, and ultimately applies the same in accordance with the circumstances known at the time of the application by the receiver. Whenever the Authority or a receiver shall apply such funds, it shall fix the date (which shall be a Principal Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Authority shall not be required to make payment on any Bond until such Bond shall be presented for appropriate endorsement or for cancellation if fully paid.

Whenever the principal of and premium, if any, and interest, if any, on all Bonds has been paid under the provisions of this Section 10.8 and all expenses and charges of the Authority have been paid any balance remaining in the Bond Fund shall be paid to the County as provided in Section 6.10 of this Master Resolution as overpayment of Base Rentals.

Section X.9. Remedies Vested. All rights of action under this Master Resolution or under any of the Bonds may be enforced by or on behalf of the Bondholders without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto and any such suit or proceeding instituted for or by the Bondholders shall be brought for the equal and ratable benefit of the Bondholders of the Outstanding Bond.

Section X.10. Rights and Remedies of Bondholders. No Bondholder shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Master Resolution or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless such default shall have become an Event of Default under this Master Resolution; it being understood and intended that no one or more Bondholders shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Master Resolution by its, his, her or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the Bondholders of all Bonds then Outstanding. Nothing contained in this Master Resolution, however, shall affect or impair the right of any Bondholder to enforce the payment of the principal of, premium, if any, and any interest on any Bond at and after the maturity thereof, or the obligation of the Authority to pay the Bonds issued hereunder to the respective Bondholders thereof at the time, place, from the source and in the manner provided in the Bonds.

Section X.11. Termination of Proceedings. In case the Bondholders shall have proceeded to enforce any right under this Master Resolution by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Authority and the Bondholders shall be restored to their former positions and rights hereunder respectively, and all rights, remedies and powers of the Bondholders shall continue as if no such proceedings had been taken.

Section X.12. Waivers of Events of Default. The Bondholders may waive any Event of Default under this Master Resolution and its consequences and rescind any declaration of maturity of principal; provided, however, that there shall not be waived (1) any Event of Default under this Master Resolution in the payment of the principal of any Outstanding Bond at the date of maturity specified therein, or (2) any Event of Default in the payment when due of the interest on any such Bond unless prior to such waiver or rescission, all arrears of interests, on overdue installments of interest or all arrears of payments of principal when due, as the case may be, both with interest at the same rate as the rate of the respective Bond or Bonds which are past due, and all expenses of the Bondholders, in connection with such Event of Default shall have been paid or provided for, and in cases of any such waiver or rescission, or in case any proceeding taken by Bondholders on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Authority and the Bondholders shall be restored to their former positions and rights hereunder respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section X.13. Notice of Events of Default under Section 10.1(c); Opportunity of the Authority and the County to Cure Such Events of Default. Anything herein to the contrary notwithstanding, no default under Section 10.1(c) hereof shall constitute an Event of Default under this Master Resolution until (a) actual notice of such default by registered or certified mail shall be given to the Authority and the County by the Bondholders of not less than 25% in aggregate principal amount of all Bonds Outstanding, (b) the Authority and the County shall have had thirty (30) days after receipt of such notice to correct the default or cause the default to be corrected, and (c) neither the Authority nor the County shall have corrected the default or caused the default to be corrected within the applicable period; provided, however, that, if the default be such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default under this Master Resolution if corrective action is instituted by the Authority or the County within the applicable period and diligently pursued, to the satisfaction of the Bondholders until the default is corrected. With regard to any default concerning which notice is given to the Authority and the County under the provisions of this Section 10.13, the Authority hereby grants the County full authority for account of the Authority to perform any covenant or obligation alleged in said notice to constitute a default, in the name and stead of the Authority with full power to do any and all things and acts to the same extent that the Authority could do and perform any such things and acts and with power of substitution.

Section X.14. Cooperation of Authority. The Authority covenants and agrees that should there be an Event of Default or an Event of Nonappropriation under the Lease with the result that the right of possession of the Project is returned to the Authority, the Authority shall fully cooperate with the Bondholders to fully protect the rights and security of the Bondholders and shall diligently proceed in good faith and, if requested by the Bondholders, shall use its best efforts to secure a purchaser or another lessee of the Project so that at all times sufficient rents and other amounts will be derived from the Project promptly to meet and pay the principal of an premium, if any, and interest on the Bonds as the same become due and payable, as well as to cover the cost of all Additional Rentals with respect to the Project required under the Lease. Nothing herein shall be construed as requiring the Authority to operate the Project or to use any funds or revenues from any source other than the rents and other amounts derived from the Project.

SUPPLEMENTAL RESOLUTIONS

Section XI.1. Supplemental Resolutions Not Requiring Consent of Bondholders

. The Authority may, without consent of, or notice to, any of the Bondholders enter into a resolution or resolutions supplemental to this Master Resolution which shall not be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Master Resolution;

(b) To grant to or confer upon the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders;

(c) To subject to this Master Resolution additional revenues, properties or collateral;

(d) To modify, amend or supplement this Master Resolution or any resolution supplemental hereto in such matter as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of any of the states of the United States of America, and, if they so determine, to add to this Master Resolution or any resolution supplemental hereto such other terms, conditions and provisions as may be determined by said laws;

(e) To evidence the appointment of a separate paying agent or the succession of a paying agent hereunder;

(f) To issue Refunding Bonds or Additional Bonds in accordance with this Master Resolution and the Lease; provided, however, that so long as the Community Impact Board is the owner of any of the Series 2024 Bonds, the Authority must obtain its prior written approval for the issuance of Additional or Refunding Bonds; and

(g) To make any other change that does not materially adversely affect the rights of any Bondholder.

Section XI.2. Supplemental Resolutions Requiring Consent of Bondholders.

Exclusive of supplemental resolutions covered by Section 11.1 hereof and subject to the terms and provisions contained in this Section 11.2, and not otherwise, the Bondholders of not less than 51% in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Master Resolution to the contrary notwithstanding, to consent to and approve the execution by the Authority of

such other resolution or resolutions supplemental hereto as shall be deemed necessary and desirable by the Authority for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Master Resolution or in any supplemental resolution; provided, however, that nothing in this Section 11.2 or in Section 11.1 hereof contained shall permit, or be construed as permitting, (i) an extension of the maturity of the principal of, or the interest on, any Bond issued hereunder, or (ii) a reduction in the principal amount of, or redemption premium on, any Bond or the rate of interest thereon, or (iii) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (iv) a reduction in the aggregate principal amount of the Bond required for consent to such supplemental resolutions, or (v) the creation of any lien ranking prior to or on a parity with the lien of this Master Resolution, the Lease, and the Security Documents on the Project any part thereof (except in connection with the issuance of Refunding Bonds or Additional Bonds), or (vi) the deprivation with respect to the Bondholder of any Bond then Outstanding of the lien hereby created on the Project, without the prior consent of the Bondholders of 100% of the Bonds affected by such action.

If at any time the Authority shall desire to enter into any such supplemental resolution for any of the purposes of this Section 11.2, it shall cause notice of the proposed adoption of such supplemental resolution to be given by registered or certified mail to the Bondholder of each Bond shown by the list of Bondholders required by the terms of Section 5.6 hereof. Such notice shall briefly set forth the nature of the proposed supplemental resolution and shall state that copies thereof are on file at the principal office of the Authority for inspection by all Bondholders. If the Bondholders of not less than 51% in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such supplemental resolution shall have consented to and approved the execution thereof as herein provided, no holder of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Authority from adopting the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental resolution as in this Article XI permitted and provided, this Master Resolution shall be and be deemed to be modified and amended in accordance therewith.

Anything therein to the contrary notwithstanding, so long as no Event of Default or Event of Non-appropriation with respect to the Project shall have occurred and be continuing under the Lease, a supplemental resolution under this Article shall not become effective unless and until the County shall have consented to the execution and delivery of such supplemental resolution. In this regard, the Authority shall cause notice of the proposed adoption of any such supplemental resolution together with a copy of the proposed supplemental resolution to be delivered to the County at least fifteen (15) days prior to the proposed date of adoption of any such supplemental resolution. The County shall be deemed to have consented to the adoption and delivery of any such supplemental resolution if the Authority does not receive a letter of protest or objection thereto signed

by or on behalf of the County on or before the fifteenth day after the mailing of said notice.

AMENDMENT OF LEASE

Section XII.1. Amendments, etc. to Lease Not Requiring Consent of Bondholders. The Authority and the County shall without the consent of or notice to the Bondholders consent to any amendment, change or modification of the Lease (to the extent applicable) as may be required (i) by the provisions of this Master Resolution and the Lease (including those provisions applicable to the issuance of Refunding Bonds and Additional Bonds), (ii) for the purpose of curing any ambiguity or formal defect or omission, (iii) so as to more precisely identify the Project or the Project Site described in Exhibit A to the Lease and Exhibit B to this Master Resolution or substitute or add improvements or equipment to the Project or rights or interests in the property acquired in accordance with the provisions of the Lease, (iv) in connection with any amendment to this Master Resolution pursuant to Section 11.1 hereof, or (v) in connection with any other change therein which, in the judgment of the Authority, is not to the prejudice of the Bondholders.

Section XII.2. Amendments, etc. to the Lease Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in Section 12.1 hereof, the Authority shall not consent to any other amendment, change or modification of the Lease (to the extent applicable) without first mailing a notice thereof and having received written approval or consent of the Bondholders of not less than 51% in aggregate principal amount of the Bonds then Outstanding as provided in this Section 12.2. If at any time the Authority and the County shall request the consent of the Bondholders to any such proposed amendment, change or modification of the Lease, the Authority shall cause notice of such proposed amendment, change or modification to be given in the same manner as provided by Section 11.2 of this Master Resolution with respect to supplemental resolutions. Such notice shall (a) briefly set forth the nature of such proposed amendment, change or modification, (b) and shall state that copies of the instrument embodying the same are on file at the office of the Authority for inspection by all Bondholders, and (c) set forth the manner in which Bondholders are to give or withhold their consent to the proposed amendment, change or modification of the Lease. No such amendment, change or modification of the Lease shall alter the requirement that Bondholders of at least 51% in aggregate principal amount of the Bonds then Outstanding must consent to any amendment, change or modification of the Lease, or reduce or postpone payments required to be made under the Lease without the consent of all of the Bondholders of the Bonds then Outstanding. Approval or consent shall be evidenced in a manner acceptable to the Authority.

MISCELLANEOUS

Section XIII.1.Consents, etc. of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Master Resolution to be signed and executed by the Bondholders may be in any number of concurrent documents and may be executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds shall be sufficient for purposes of this Master Resolution if made in the following manner:

(a) The fact and date of the execution by any person of any such writing shall be evidenced by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by an affidavit of any witness to such execution.

(b) The fact of ownership of the Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same, shall be evidenced by the registration books of the Authority pursuant to Section 3.5 of this Master Resolution.

Section XIII.2.Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Master Resolution, the Security Documents or the Bonds is intended or shall be construed to give to any person or company other than the parties hereto, and the holders of the Bonds, any legal or equitable right, remedy or claim under or with respect to this Master Resolution or any covenants, conditions and provisions herein contained; this Master Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Bondholders as herein provided.

Section XIII.3.Severability. If any provision of this Master Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section XIII.4.Notices. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram addressed as follows: If to the Authority, to the Local Building Authority of San Juan County, 117 South Main, Monticello, Utah 84535, Attention: Chair; if to the Bondholders, to their addresses as shown on the registration list; if to the County, to San Juan County, 117 South Main, San Juan, Utah 84535, Attention: Chair; if to the Community Impact Board, to State of Utah Permanent Community Impact Fund Board, 140 E. 300 S., First Floor

(Olene S. Walker Bldg), Salt Lake County, Utah 84111, Attention: Fund Manager. A duplicate copy of each notice required to be given hereunder to either the Authority or the County shall also be given to the others. The Authority, the County and the Bondholders may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section XIII.5.Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of interest, if any, on or principal of the Bonds or the date fixed for redemption of any Bond shall be in the State of Utah a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then payment of principal and premium, if any, or interest, if any, need not be made on such date but may be made on the next succeeding business day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section XIII.6.Applicable Provisions of Law. This Master Resolution shall be governed by and construed in accordance with the laws of the State of Utah.

Section XIII.7.Rules of Interpretation. Unless expressly indicated otherwise, references to Sections or Articles are to be construed as references to Sections or Articles of this instrument as originally executed. Use of the words “herein”, “hereby”, “hereunder”, “hereof”, “hereinbefore”, “hereinafter” and other equivalent words refer to the Master Resolution and not solely to the particular portion in which any such word is used.

Section XIII.8.Captions. The captions or headings in this Master Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Master Resolution.

ADOPTED as of this _____, 2024.

LOCAL BUILDING AUTHORITY OF
SAN JUAN COUNTY, UTAH

Attest:

By: _____
Secretary

By: _____
Chair

(L B A S E A L)

EXHIBIT A-1

(FORM OF STATE BONDS)

UNITED STATES OF AMERICA

LOCAL BUILDING AUTHORITY OF SAN JUAN COUNTY, UTAH

LEASE REVENUE BOND

SERIES 2024

Principal Sum	Interest Rate	Original Issue Date
\$21,366,0000	2.0%	_____, 2024

The Local Building Authority of San Juan County, Utah, a nonprofit corporation duly organized and existing within the State of Utah under its Articles of Incorporation and under the Constitution and laws of the State of Utah (the “Authority”), for value received, promises to pay solely and to the extent available from the sources hereinafter provided, to the State of Utah acting through the Permanent Community Impact Fund Board or Registered Owner last named on the Registration Certificate attached hereto, the Principal Sum specified above, bearing interest at the rate of 2.0% per annum which shall begin to accrue on October 1, 2025, (calculated on the basis of a year of 360 days comprised of twelve 30-day months), payable on October 1 of each year, beginning October 1, 2026. Principal installments, together with accrued but unpaid interest, shall be payable in registered installments beginning October 1, 2026 and each October 1 thereafter with principal in the amounts and on the Payment Dates as set forth in the following Repayment Schedule:

REPAYMENT SCHEDULE

<u>Payment Date</u> <u>October 1</u>	<u>Amount of</u> <u>Principal Payment</u>	<u>Payment Date</u> <u>October 1</u>	<u>Amount of</u> <u>Principal Payment</u>
2026	\$527,000	2041	\$709,000
2027	537,000	2042	723,000
2028	548,000	2043	737,000
2029	559,000	2044	752,000
2030	570,000	2045	767,000
2031	582,000	2046	783,000
2032	593,000	2047	798,000
2033	605,000	2048	814,000
2034	617,000	2049	831,000

2035	\$629,000	2050	\$847,000
2036	642,000	2051	864,000
2037	655,000	2052	881,000
2038	668,000	2053	899,000
2039	682,000	2054	917,000
2040	695,000	2055	935,000

Except as provided in the next succeeding paragraph, principal payments, whether at maturity or by redemption, shall be payable upon surrender of this Bond at the offices of the Paying Agent, or of any successor Paying Agent.

As long as the State of Utah Permanent Community Impact Fund Board is the registered holder of this Bond, installment payments of principal shall be made by check or draft mailed to the State of Utah Permanent Community Impact Fund Board as the registered holder at the address shown on the registration books maintained by the Registrar.

This Bond represents an issue of Local Building Authority of San Juan County, Utah, Lease Revenue Bonds, Series 2024 (the “Series 2024 Bonds”) issued for the purpose of (i) financing a portion of the costs of the acquisition and construction of a Public Safety Building Remodel and Expansion and related improvements in San Juan County, Utah (the “Project”), and (ii) paying necessary expenses incidental thereto, including the costs of issuing the Series 2024 Bonds. The project site (as defined in the Lease) has been leased by San Juan County, Utah (the “County”), a body politic of the State of Utah, to the Authority pursuant to the terms of a Ground Lease dated as of _____, 2024 (which agreement, as from time to time amended and supplemented, is hereinafter referred to as the “Ground Lease”). The Project has been leased by the Authority to the County, under the terms of an annually renewable Lease Agreement dated as of _____, 2024 (which agreement, as from time to time amended and supplemented, is hereinafter referred to as the “Lease”). Under the Lease, the County has agreed to pay annual rental payments to the Authority (the “Base Rentals”) in consideration of its right to use the Project and for the purchase option granted therein. In addition to the Base Rentals, the County has agreed to pay certain other payments (the “Additional Rentals”) sufficient to pay administrative costs of the Authority, the required deposits to the Reserve Fund under the Master Resolution (as hereinafter defined), and certain insurance premiums, taxes and other expenses with respect to the Project expressly required under the Lease. Under the Lease, the County has been granted an option to purchase the Project and terminate its payment obligations with respect to the Project under the Lease at any time upon payment of the Purchase Option Price (as defined in the Lease) which amount shall be sufficient to pay the principal of, premium, if any, and any interest on the Series 2024 Bonds as the same shall become due and payable in accordance with their terms at maturity or at the earliest applicable prepayment or redemption date as provided in the Master Resolution. THE PURCHASE OPTION PRICE IS PAYABLE SOLELY AT THE OPTION OF THE COUNTY AND THE

COUNTY IS UNDER NO OBLIGATION TO EXERCISE ITS OPTION TO PURCHASE THE PROJECT.

If any installment of principal and/or interest on this Bond is not paid when due and payable, the Authority shall pay interest on the delinquent installment at the rate of eighteen percent (18%) per annum from such due date until paid.

This Bond is issued under and secured by and entitled to the protection of the Master Resolution dated as of _____, 2024, of the Authority (which Master Resolution, as from time to time amended and supplemented, is hereinafter referred to as the “Master Resolution”), duly adopted by the Authority by resolution on May 21, 2024, and pursuant to which all Base Rentals and that portion of the Additional Rentals required to be deposited in the Reserve Fund payable by the County under the Lease and the Purchase Option Price, if paid by the County under the Lease, are assigned to secure the payment of principal of, premium, if any, and any interest on the Series 2024 Bonds. Additionally, the Authority has granted a security interest in the Project to the holders of the Series 2024 Bonds, pursuant to a Deed of Trust, Assignment of Rents and Security Agreement, as defined in the Master Resolution (the “Security Documents”), to further secure its obligations hereunder.

The obligation of the County to pay Base Rentals and Additional Rentals with respect to the Project is subject to the annual renewal of the Lease and to the right of the County to terminate its payment obligations with respect to the Project under the Lease in the event that there shall be a failure to appropriate for the purpose of paying Base Rentals and Additional Rentals. In the event that the County's payment obligations under the Lease shall terminate by reason of a failure to appropriate (referred to herein as an “Event of Non-appropriation”) or by reason of an Event of Default (as defined in the Lease) the principal amount of this Bond will be payable from such moneys, if any, as may be available under the Master Resolution for such purpose, including any moneys received from a liquidation or other disposition of the Project, including a foreclosure of the lien of the Security Documents. Under certain circumstances, the Series 2024 Bonds may also be payable from the proceeds of title or casualty insurance policies, performance bonds of contractors for the Project, condemnation awards and liquidation proceeds with respect to the Project.

The Master Resolution provides that the Authority may hereafter issue Refunding Bonds (the “Refunding Bonds”) or Additional Bonds (the “Additional Bonds”) from time to time under certain terms and conditions contained therein and in the Lease and, if issued, the Refunding Bonds and/or the Additional Bonds will rank on a parity with this Bond and be equally and ratably secured and entitled to the protection of the Master Resolution and the Security Documents (the Series 2024 Bonds, including this Bond, the Refunding Bonds and the Additional Bonds are referred to herein as the “Bonds”). Reference is hereby made to the Lease, the Security Documents and the Master Resolution for a description of the property pledged and assigned, the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the County, the Authority and the holders of the Bonds, the issuance of

Refunding Bonds or Additional Bonds, the terms under which the Bonds are issued and secured, the terms and conditions under which the Bonds will be deemed to have been paid, at or prior to maturity of the Bonds, and the rights of the holders of the Bonds upon the occurrence of an Event of Default or an Event of Non-appropriation.

The Series 2024 Bonds constitute special, limited obligations of the Authority. Except to the extent payable from the proceeds of the Series 2024 Bonds and the income from the investment thereof, the proceeds of certain funds held by the Authority, the proceeds of certain insurance policies, performance bonds and condemnation awards or the proceeds, if any, from a liquidation or other disposition of the Project subsequent to foreclosure of the lien of the Master Resolution and the Security Documents, the Series 2024 Bonds are payable solely from Base Rentals, that portion of the Additional Rentals required to be deposited in the Reserve Fund and the Purchase Option Price, if paid by the County under the Lease. Payments under the Lease may be made only from County Funds (as defined in the Lease) which are budgeted and appropriated by the County for such purpose.

Neither the Lease nor the Series 2024 Bonds shall constitute or give rise to a general obligation indebtedness of the County, or a charge against the County or the general credit or taxing power of the County. Neither the County nor the Authority on its behalf, has pledged the credit of the County to the payment of the Series 2024 Bonds, or amounts due or to become due under the Lease. The Authority has no taxing power.

THE COUNTY IS NOT OBLIGATED TO APPROPRIATE COUNTY FUNDS FOR THE PURPOSE OF PAYING BASE RENTALS, ADDITIONAL RENTALS OR THE PURCHASE OPTION PRICE UNDER THE LEASE, AND NO JUDGMENT MAY BE ENTERED AGAINST THE COUNTY IN THE EVENT OF AN INSUFFICIENCY OF MONEYS TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST, IF ANY, ON THE SERIES 2024 BONDS, INCLUDING THIS BOND. THE LEASE IS SUBJECT TO ANNUAL RENEWAL AND THE COUNTY'S PAYMENT OBLIGATIONS UNDER THE LEASE WILL BE TERMINATED UPON THE OCCURRENCE OF AN EVENT OF NON-APPROPRIATION. IN SUCH EVENT, ALL PAYMENTS FROM THE COUNTY UNDER THE LEASE WILL TERMINATE AND THE SERIES 2024 BONDS, INCLUDING THIS BOND, WILL BE PAYABLE SOLELY FROM AND TO THE EXTENT OF SUCH MONEYS, IF ANY, AS MAY BE HELD BY THE AUTHORITY UNDER THE MASTER RESOLUTION (EXCEPT FOR MONEYS HELD FOR BONDS NOT THEN DEEMED OUTSTANDING) AND ANY MONEYS MADE AVAILABLE FROM A LIQUIDATION OR OTHER DISPOSITION OF THE PROJECT SUBSEQUENT TO FORECLOSURE OF THE LIEN OF THE MASTER RESOLUTION AND THE SECURITY DOCUMENTS. UPON THE OCCURRENCE OF AN EVENT OF NON-APPROPRIATION OR AN EVENT OF DEFAULT UNDER THE LEASE, THERE IS NO GUARANTY OR ASSURANCE OF ANY PAYMENT OF THE SERIES 2024 BONDS, INCLUDING THIS BOND.

No deficiency judgment upon foreclosure may be entered against the County or the Authority, and no breach of any provision of the Lease, the Ground Lease, the Security Documents, the Bonds or the Master Resolution shall impose any general obligation or liability upon or a charge against the County, or the Authority or the general credit or taxing powers of the County. No judgment requiring a payment of money may be entered against the County by reason of an Event of Default or an Event of Non-appropriation under the Lease.

This Bond shall be registered in the name of the Registered Owner and any subsequent purchasers in the registration book in the office of the Secretary of the Authority, who shall be the Registrar. This Bond is transferable only by notation upon the registration book by the Registered Owner hereof in person or by his attorney duly authorized in writing, by the surrender of this Bond, together with a written instrument of transfer satisfactory to the Authority, duly executed by the Registered Owner or his or her attorney duly authorized in writing; thereupon, this Bond shall be delivered to and registered in the name of the transferee.

The Authority may deem and treat the Registered Owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof, premium, if any, and any interest due hereon and for all other purposes and the Authority shall not be affected by any notice to the contrary.

This Bond is subject to prepayment and redemption at any time, in whole or in part (if in part, in integral multiples of \$1,000), at the election of the Authority in inverse order of the due date of the principal installments hereof, upon notice given as set forth in the Master Resolution. Except as otherwise provided in the following paragraph, in the event that this Bond is prepaid, such prepayment will be made at a price equal to 100% of the principal amount of the Bonds to be prepaid pay plus accrued interest on delinquent payments to the prepayment date.

The Series 2024 Bonds are also subject to prepayment and redemption in whole on any date, if (i) the Project or a material portion thereof is damaged or destroyed or taken in a condemnation proceeding, or a material defect in the construction of the Project shall become apparent, or title to or the use of all or any material portion of the Project shall be lost by reason of a defect in title thereto, (ii) the Net Proceeds (as defined in the Lease) of any insurance policy, performance bond or condemnation award made available by reason of one or more such occurrences shall be insufficient to pay in full the cost of repairing and replacing the Project, and (iii) the County elects to discharge its obligation to repair and replace the Project by depositing such Net Proceeds into the Bond Fund. Upon the deposit of such Net Proceeds into the Bond Fund, payment obligations of the County with respect to the Project under the Lease shall terminate and the County shall have no further obligation for the payment of Base Rentals and Additional Rentals with respect to the Project there under, and possession of the Project shall be surrendered to the Authority for the Bondholders. Thereafter, the Security Documents may, subject to the limitations set forth in Article X of the Master Resolution,

be foreclosed and the Project liquidated and the Net Proceeds of such liquidation and the Net Proceeds of any insurance policy, performance bond or condemnation award deposited in the Bond Fund as provided above, as well as all other moneys on deposit in any fund created under the Master Resolution (except moneys held for the payment of principal of the Bonds not then deemed Outstanding), shall be applied to the prepayment or redemption of the Bonds at the earliest possible redemption date. Such prepayment or redemption of the Bonds shall be made upon payment of the principal amount of the Bonds then Outstanding plus accrued interest, if any, thereon, all in accordance with the Master Resolution. In the event that the amount available to prepay the Series 2024 Bonds under this paragraph following a liquidation of the Project is less than the amount required to pay the Series 2024 Bonds in full to the prepayment date, the Series 2024 Bonds shall be redeemed in whole and the amount available applied as provided in the Master Resolution. IN THE EVENT THIS BOND IS TO BE PREPAID SUBSEQUENT TO THE OCCURRENCE OF AN EVENT DESCRIBED IN THIS PARAGRAPH BY PAYMENT OF AN AMOUNT LESS THAN THE OUTSTANDING PRINCIPAL AMOUNT THEREOF AND ACCRUED INTEREST, IF ANY, TO THE PREPAYMENT DATE, NO FURTHER CLAIM FOR PAYMENT MAY BE HAD BY THE HOLDERS OF THIS BOND AGAINST THE AUTHORITY OR THE COUNTY.

In the event this Bond or portions thereof (which shall be \$1,000 or any integral multiple thereof) are prepaid, notice of redemption shall be mailed by the Authority, postage prepaid, at least thirty (30) days but not more than forty-five (45) days prior to the date fixed for prepayment, to the Registered Owner of this Bond addressed to such owner at its address appearing on the registration books maintained by the Authority. Failure to give such notice or any defect therein or in the mailing thereof shall not affect the call for the prepayment by the Authority.

This Bond is issued pursuant to and in full compliance with the Articles of Incorporation of the Authority and the Constitution and laws of the State of Utah, including, in particular, the Utah Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended (the "Act"), and pursuant to a resolution adopted by the Authority which authorizes the execution and delivery of the Lease, the Ground Lease, the Master Resolution, the Security Documents and the issuance of the Series 2024 Bonds. As required by the Articles of Incorporation of the Authority, the County Commission have by resolution authorized the Authority to issue this Bond and to execute and deliver the Lease, the Ground Lease, the Master Resolution, and the Security Documents.

The Registered Owner of this Bond shall have no right to enforce the provisions of the Master Resolution or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Non-appropriation or Event of Default under the Lease or any Event of Default under the Master Resolution or the Security Documents, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Master Resolution.

The Master Resolution permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Authority and the rights of the holders of the Series 2024 Bonds at any time by the Authority with the consent of the County (if an Event of Non-appropriation or an Event of Default does not then exist under the Lease) and the holders of not less than 51% in aggregate principal amount of the Series 2024 Bonds then Outstanding. Any such consent or waiver by the Registered Owner of this Bond shall be conclusive and binding upon such Registered Owner and upon all future holders of this Bond and of any Bond issued upon the transfer or exchange of this Bond whether or not notation of such consent or waiver is made upon this Bond. The Master Resolution also permits waiver of compliance by the Authority with any terms of the Master Resolution, except payment defaults with respect to the principal of or interest on any Outstanding Bond unless certain conditions are met, with the consent of the holders of not less than 100% in aggregate principal amount of the Bonds then Outstanding.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Master Resolution and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law; that the issuance of this Bond, together with all other obligations of the Authority, do not exceed or violate any constitutional or statutory debt limitation.

IN WITNESS WHEREOF, the Authority has caused this Bond to be executed in its name by the facsimile or manual signature of the Chair of its Governing Board and attested by the manual or facsimile signature of the Secretary of its Governing Board and its corporate seal to be hereunto impressed or imprinted hereon, and these officials do by the execution hereof adopt as and for the respective proper signatures their respective facsimile or manual signatures appearing hereon.

LOCAL BUILDING AUTHORITY OF SAN
JUAN COUNTY, UTAH

By: _____ (DONOT SIGN)
Chair

Attest:

By: _____ (DO NOT SIGN)
Secretary

(L B A S E A L)

REGISTRATION CERTIFICATE

(No writing to be placed herein except by
the Bond Registrar)

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of Bond Registrar</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT A-2

(FORM OF EXCHANGE BOND)

UNITED STATES OF AMERICA

LOCAL BUILDING AUTHORITY OF SAN JUAN COUNTY, UTAH

LEASE REVENUE BOND

SERIES 2024

MATURITY DATE	INTEREST RATE	ISSUE DATE
October 1, 20__	2.0%	_____, 20__

Registered Owner: _____

Principal Amount: _____

The Local Building Authority of San Juan County, Utah, a nonprofit corporation duly organized and existing within the State of Utah under its Articles of Incorporation and the Constitution and laws of the State of Utah (the "Authority"), for value received, promises to pay solely and to the extent available from the sources hereinafter provided, to the Registered Owner hereof, or registered assigns, the principal sum of _____ Dollars (\$ _____), payable on the Maturity Date specified above, and in like manner to pay interest thereon accruing from the date of issue at the interest rate of 2.0% per annum (calculated on the basis of a 365-day year), payable on October 1 of each year thereafter, except as the provisions hereinafter set forth with respect to prepayment of this Series 2024 Bond may become applicable hereto, the principal on this Series 2024 Bond being payable in lawful money of the United States of America at the office of the Secretary of the Authority or his/her successor (the "Paying Agent") in San Juan, Utah, and the interest hereon being payable by check or draft mailed to the Registered Owner of record as of the fifteenth day of the month next preceding each Interest Payment Date.

This Bond one of an authorized issue of bonds of like date, term, interest rate and effect except as to maturity, in the aggregate principal amount of _____ Dollars (\$ _____), issued in exchange for the conversion of the Issuer's Lease Revenue Bonds, Series 2024 dated _____, 2024 (the "Series 2024 Bonds"), originally issued in the aggregate principal amount of \$21,366,000, and authorized by a Master Resolution of the Issuer dated as of _____, 2024

(which Master Resolution, as from time to time amended and supplemented, is hereinafter referred to as the “Master Resolution”), which was authorized by a resolution adopted on May 21, 2024. This Bond and the Series 2024 Bonds of which it is a part are issued pursuant to (i) the Master Resolution and (ii) the Utah Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended, for the purpose of (i) financing a portion of the costs of the construction of a Public Safety Building Remodel and Expansion related improvements in San Juan County, Utah (the “Project”), and (ii) paying necessary expenses incidental thereto, including the costs of issuing the Series 2024 Bonds. The Project has been leased by Authority to San Juan County, Utah, a body politic of the State of Utah (the “County”), under the terms of an annually renewable Lease Agreement dated as of _____, 2024 (which agreement, as from time to time amended and supplemented, is hereinafter referred to as the “Lease”). The Project Site (as defined in the Lease) has been leased by the County to the Authority pursuant to the terms of a Ground Lease dated as of _____, 2024 (which agreement, as from time to time amended and supplemented, is hereinafter referred to as the “Ground Lease”). Under the Lease, the County has agreed to pay annual rental payments to the Authority (the “Base Rentals”) in consideration of its right to use the Project and for the purchase option granted therein. In addition to the Base Rentals, the County has agreed to pay certain other payments (the “Additional Rentals”) sufficient to pay administrative costs of the Authority, the required deposit to the reserve Fund under the Master Resolution certain insurance premiums, taxes and other expenses with respect to the Project expressly required under the Lease. Under the Lease, the County has been granted an option to purchase the Project and terminate its payment obligations with respect to the Project under the Lease at any time upon payment of the Purchase Option Price (as defined in the Lease) which amount shall be sufficient to pay the principal of, premium, if any, and any interest on the Series 2024 Bonds as the same shall become due in accordance with their terms at maturity or at the earliest applicable prepayment or redemption date as provided under the Master Resolution. THE PURCHASE OPTION PRICE IS PAYABLE SOLELY AT THE OPTION OF THE COUNTY AND THE COUNTY IS UNDER NO OBLIGATION TO EXERCISE ITS OPTION TO PURCHASE THE PROJECT.

If any principal and/or interest on this Bond is not paid when due and payable, the Authority shall pay interest on the delinquent amount at the rate of eighteen percent (18%) per annum from such due date until paid.

The Series 2024 Bonds are issued under and secured by and entitled to the protection of the Master Resolution duly adopted by the Authority and pursuant to which all Base Rentals, that portion of the Additional Rentals required to be deposited in the Reserve Fund and payable by the County under the Lease and the Purchase Option Price, if paid by the County, are assigned to secure the payment of principal of, premium, if any, and any interest on the Series 2024 Bonds. Additionally, the Authority has granted a security interest in the Project to the holders of the Series 2024 Bonds, pursuant to a Deed

of Trust, Assignment of Rents and Security Agreement as defined in the Master Resolution (the “Security Documents”), to further secure its obligations hereunder.

The obligation of the County to pay Base Rentals and Additional Rentals with respect to the Project is subject to the annual renewal of the Lease and to the right of the County to terminate its payment obligations with respect to the Project under the Lease in the event that there shall be a failure to appropriate for the purpose of paying the Base Rentals and Additional Rentals. In the event that the County's payment obligations under the Lease shall be terminated by reason of a failure to appropriate (referred to herein as an “Event of Non-appropriation”) or by reason of an Event of Default (as defined in the Lease) the principal amount of this Bond will be payable from such moneys, if any, as may be available under the Master Resolution for such purpose, including any moneys received from a liquidation or other disposition of the Project including a foreclosure of the lien of the Security Documents. Under certain circumstances, the Series 2024 Bonds may also be payable from the proceeds of title or casualty insurance policies, performance bonds of contractors for the Project, condemnation awards and liquidation proceeds with respect to the Project.

The Master Resolution provides that the Authority may hereafter issue Refunding Bonds (the “Refunding Bonds”) or Additional Bonds (the “Additional Bonds”) from time to time under certain terms and conditions contained therein and in the Lease and, if issued, the Refunding Bonds and/or the Additional Bonds will rank on a parity with this Bond and be equally and ratably secured and entitled to the protection of the Master Resolution and the Security Documents (the Series 2024 Bonds, including this Bond, the Refunding Bonds and the Additional Bonds are referred to herein as the “Bonds”). Reference is hereby made to the Lease, the Ground Lease, the Security Documents and the Master Resolution for a description of the property pledged and assigned, the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the County, the Authority and the holders of the Bonds, the issuance of Refunding Bonds or Additional Bonds, the terms under which the Bonds are issued and secured, the terms and conditions under which the Bonds will be deemed to have been paid or redeemed, at or prior to maturity of the Bonds, and the rights of the holders of the Bonds upon the occurrence of an Event of Default or an Event of Non-appropriation.

The Series 2024 Bonds constitute special, limited obligations of the Authority. Except to the extent payable from the proceeds of the Series 2024 Bonds and the income from the investment thereof, the proceeds of certain funds held by the Authority, the proceeds of certain insurance policies, performance bonds and condemnation awards or the proceeds, if any, from a liquidation or other disposition of the Project subsequent to foreclosure of the lien of the Master Resolution and the Security Documents, the Series 2024 Bonds are payable solely from Base Rentals, that portion of the Additional Rentals required to be deposited in the Reserve Fund and the Purchase Option Price, if paid by the County under the Lease. Payments under the Lease may be made only from County

Funds (as defined in the Lease) which are budgeted and appropriated by the County for such purpose.

Neither the Lease nor the Series 2024 Bonds shall constitute or give rise to a general obligation indebtedness of the County, or a charge against the County or the general credit or taxing power of the County. Neither the County nor the Authority on its behalf, has pledged the credit of the County to the payment of the Series 2024 Bonds or amounts due or to become due under the Lease. The Authority has no taxing power.

THE COUNTY IS NOT OBLIGATED TO APPROPRIATE COUNTY FUNDS FOR THE PURPOSE OF PAYING BASE RENTALS, ADDITIONAL RENTALS OR THE PURCHASE OPTION PRICE UNDER THE LEASE, AND NO JUDGMENT MAY BE ENTERED AGAINST THE COUNTY IN THE EVENT OF AN INSUFFICIENCY OF MONEYS TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST, IF ANY, ON THE SERIES 2024 BONDS. THE LEASE IS SUBJECT TO ANNUAL RENEWAL AND THE COUNTY'S PAYMENT OBLIGATIONS UNDER THE LEASE WILL BE TERMINATED UPON THE OCCURRENCE OF AN EVENT OF NON-APPROPRIATION. IN SUCH EVENT, ALL PAYMENTS FROM THE COUNTY UNDER THE LEASE WILL TERMINATE AND THE SERIES 2024 BONDS WILL BE PAYABLE SOLELY FROM AND TO THE EXTENT OF SUCH MONEYS, IF ANY, AS MAY BE HELD BY THE AUTHORITY UNDER THE MASTER RESOLUTION (EXCEPT FOR MONEYS HELD FOR SERIES 2024 BONDS NOT THEN DEEMED OUTSTANDING) AND ANY MONEYS MADE AVAILABLE FROM A LIQUIDATION OR OTHER DISPOSITION OF THE PROJECT SUBSEQUENT TO FORECLOSURE OF THE LIEN OF THE MASTER RESOLUTION AND THE SECURITY DOCUMENTS. UPON THE OCCURRENCE OF AN EVENT OF NON-APPROPRIATION OR AN EVENT OF DEFAULT UNDER THE LEASE, THERE IS NO GUARANTY OR ASSURANCE OF ANY PAYMENT OF THE SERIES 2024 BONDS.

No deficiency judgment upon foreclosure may be entered against the County or the Authority, and no breach of any provision of the Lease, the Ground Lease, the Security Documents, the Bonds or the Master Resolution shall impose any general obligation or liability upon or a charge against the County or the Authority or the general credit or taxing powers of the County. No judgment requiring a payment of money may be entered against the County by reason of an Event of Default or an Event of Non-appropriation under the Lease.

This Bond shall be registered in the name of the Registered Owner and any subsequent purchasers in the registration book in the office of the Secretary of the Authority, who shall be the Registrar. This Bond is transferable only by notation upon the registration book by the Registered Owner hereof in person or by his or her attorney duly authorized in writing, by the surrender of this Bond, together with a written instrument of transfer satisfactory to the Authority, duly executed by the Registered

Owner or his or her attorney duly authorized in writing; thereupon, this Bond shall be delivered to and registered in the name of the transferee.

The Authority may deem and treat the Registered Owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof, premium, if any, and any interest due hereon and for all other purposes and the Authority shall not be affected by any notice to the contrary.

The Series 2024 Bonds are subject to prepayment and redemption at any time, in whole or in part (if in part, in integral multiples of \$1,000), at the election of the Authority in inverse order of the due date of the principal installments hereof, upon notice given as set forth in the Master Resolution. Except as otherwise provided in the following paragraph, in the event that this Bond is prepaid, such prepayment will be made at a price equal to 100% of the principal amount of the Bonds to be prepaid plus accrued interest on delinquent payments to the prepayment date.

The Series 2024 Bonds, including this Bond, are also subject to prepayment and redemption in whole on any date, if (i) the Project or a material portion thereof is damaged or destroyed or taken in a condemnation proceeding, or a material defect in the construction of the Project shall become apparent, or title to or the use of all or any material portion of the Project shall be lost by reason of a defect in title thereto, (ii) the Net Proceeds (as defined in the Lease) of any insurance policy, performance bond or condemnation award made available by reason of one or more such occurrences shall be insufficient to pay in full the cost of repairing and replacing the Project, and (iii) the County elects to discharge its obligation to repair and replace the Project by depositing such Net Proceeds into the Bond Fund. Upon the deposit of such Net Proceeds into the Bond Fund, payment obligations of the County with respect to the Project under the Lease shall terminate and the County shall have no further obligation for the payment of Base Rentals and Additional Rentals with respect to the Project there under, and possession of the Project shall be surrendered to the Authority for the Bondholders. Thereafter, the Security Documents may, subject to the limitations set forth in Article X of the Master Resolution, be foreclosed and the Project liquidated and the Net Proceeds of such liquidation and the Net Proceeds of any insurance policy, performance bond or condemnation award deposited in the Bond Fund as provided above, as well as all other moneys on deposit in any fund created under the Master Resolution (except moneys held for the payment of principal of the Bond not then deemed Outstanding), shall be applied to the prepayment or redemption of the Bonds at the earliest possible redemption date. Such prepayment or redemption of the Bonds shall be made upon payment of the principal amount of the Bonds then Outstanding plus accrued interest, if any, thereon, all in accordance with the Master Resolution. In the event that the amount available to prepay the Series 2024 Bonds under this paragraph following a liquidation of the Project is less than the amount required to pay the Series 2024 Bonds in full to the prepayment date, the Series 2024 bonds shall be redeemed in whole and the amount available applied

as provided in the Master Resolution. IN THE EVENT THIS BOND IS TO BE PREPAID SUBSEQUENT TO THE OCCURRENCE OF AN EVENT DESCRIBED IN THIS PARAGRAPH BY PAYMENT OF AN AMOUNT LESS THAN THE OUTSTANDING PRINCIPAL AMOUNT THEREOF AND ACCRUED INTEREST, IF ANY, TO THE PREPAYMENT DATE, NO FURTHER CLAIM FOR PAYMENT MAY BE HAD BY THE HOLDERS OF THIS BOND AGAINST THE AUTHORITY OR THE COUNTY.

In the event this Bond or portions thereof (which shall be \$1,000 or any integral multiple thereof) are prepaid, notice of redemption shall be mailed by the Authority, postage prepaid, at least thirty (30) days but not more than forty-five (45) days prior to the date fixed for prepayment, to the Registered Owner of this Bond addressed to such owner at its address appearing on the registration books maintained by the Authority. Failure to give such notice or any defect therein or in the mailing thereof shall not affect the call for the prepayment by the Authority.

This Bond is issued pursuant to and in full compliance with the Articles of Incorporation of the Authority and the Constitution and laws of the State of Utah, and pursuant to a resolution adopted by the Authority which authorizes the execution and delivery of the Lease, the Ground Lease, the Master Resolution, the Security Documents and the issuance of the Series 2024 Bonds. As required by the Articles of Incorporation of the Authority, the County Commission have by resolution authorized the Authority to issue this Bond and to execute and deliver the Lease, the Ground Lease, the Master Resolution, and the Security Documents.

The Registered Owner of this Bond shall have no right to enforce the provisions of the Master Resolution or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Non-appropriation or Event of Default under the Lease or any Event of Default under the Master Resolution or the Security Documents, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Master Resolution.

The Master Resolution permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Authority and the rights of the holders of the Series 2024 Bonds at any time by the Authority with the consent of the County (if an Event of Non-appropriation or an Event of Default does not then exist under the Lease) and the holders of not less than 51% in aggregate principal amount of the Series 2024 Bonds then Outstanding. Any such consent or waiver by the Registered Owner of this Bond shall be conclusive and binding upon such Registered Owner and upon all future holders of this Bond and of any Series 2024 Bonds issued upon the transfer or exchange of this Bond whether or not notation of such consent or waiver is made upon this Bond. The Master Resolution also permits waiver of compliance by the Authority with any terms of the Master Resolution except payment defaults with respect to the principal of or interest on any Outstanding Bond unless

certain conditions are met with the consent of the holders of not less than 100% in aggregate principal amount of the Bonds then Outstanding.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Master Resolution and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law; that the issuance of this Bond, together with all other obligations of the Authority, do not exceed or violate any constitutional or statutory debt limitation.

IN WITNESS WHEREOF, the Authority has caused this Bond to be executed in its name by the facsimile or manual signature of the Chair of its Governing Board and attested by the manual or facsimile signature of the Secretary of its Governing Board and its corporate seal to be hereunto impressed or imprinted hereon, and these officials do by the execution hereof adopt as and for the respective proper signatures their respective facsimile or manual signatures appearing hereon.

LOCAL BUILDING AUTHORITY OF SAN
JUAN COUNTY, UTAH

By: _____ (DONOT SIGN)
Chair

Attest:

By: _____ (DO NOT SIGN)
Secretary

(L B A S E A L)

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned, hereby sells, assigns and transfers unto

(Tax Identification or Social Security No. _____) the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of this Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C. RULE 17Dd-15.

EXHIBIT B

DESCRIPTION OF THE PROJECT
AND THE PROJECT SITE

(1) Description of Project:

The acquisition and construction of a Public Safety Building Remodel and Expansion and related improvements.

(2) Description of Project Site:

Real property located in San Juan County, Utah, to-wit:

EXHIBIT C

ESCROW AGREEMENT

(See Transcript Document No. __)

C-1

WHEN RECORDED, RETURN TO:

Eric Todd Johnson, Esq.
Johnson & Yellowhorse
P.O. Box 831
Pleasant Grove, Utah 84062

LEASEHOLD DEED OF TRUST,
ASSIGNMENT OF RENTS
AND
SECURITY AGREEMENT

THIS LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (“Deed of Trust”) is made as of _____ 1, 2024, by and among the Local Building Authority of San Juan County, Utah, a nonprofit corporation duly organized under the laws of the State of Utah (“Trustor”) whose address for purposes of this agreement is 117 S. Main, Monticello, Utah 84535; and Anderson-Oliver Title Insurance Agency, Inc. (“Trustee”), whose place of business is 94 E. Grand Ave., Moab, Utah 84532, and the State of Utah Permanent Impact Fund Board or any successor thereof, as Bondholder (the “Beneficiary”) under a Master Resolution (the “Master Resolution”) of even date herewith, in connection with the issuance of the \$21,366,000 Local Building Authority of San Juan County, Utah, Lease Revenue Bonds, Series 2024 (the “Series 2024 Bonds”).

WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably warrants, grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, under and subject to the terms and conditions hereinafter set forth, that leasehold estate created by and all right, title and interest of the Trustor, as lessee, under that certain Ground Lease Agreement of even date herewith (the “Ground Lease”), by and between San Juan County, Utah (the “County”), as lessor, and Trustor, as lessee, which Ground Lease demises and leases all that property situated in San Juan County, Utah described in Exhibit “A” attached hereto (the “Property”) together with all of Trustor’s right, title and interest in and to all the improvements on said Property and appurtenances. The interests of Trustor in the Property as described in the attached Exhibit “A” and all of the improvements and appurtenances relating thereto are collectively referred to hereinafter as the “Property”;

TOGETHER WITH all rents, issues, profits, privileges, licenses, royalties, income and other benefits derived from the Property (collectively the “rents”), subject to the right, power and authority hereinafter given to Trustor to collect and apply such rents;

TOGETHER WITH all right, title and interest of Trustor in and to all leases or subleases, if any, covering the Property or any portion thereof now or hereafter existing

or entered into, including the Lease herein described, and all right, title and interest of Trustor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits and payments of similar nature;

TOGETHER WITH all right, title and interest of Trustor in and to all options to purchase or lease the Property or any portion thereof or interest thereon, and any greater estate in the Property owned or hereafter acquired;

TOGETHER WITH all interests, estate or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Property;

TOGETHER WITH all right, title and interest of Trustor in and to all easements, rights-of-way and rights used in connection with or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Property;

TOGETHER WITH all right, title and interest of Trustor in and to any and all buildings and improvements now or hereafter erected on the Property, including, but not limited to, the fixtures, fittings, and other articles attached to said buildings except any personal property or fixtures of any tenant; and

TOGETHER WITH all the estate, interest, right, title and other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereof, which Trustor now has or may hereafter acquire in the Property, and any and all awards made for the taking from the Trustor by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Property, including without limitation any awards resulting from a change of grade of streets and awards for severance damages; and

TOGETHER WITH all right, title and interest of Trustor in and to all tangible personal property financed or refinanced with proceeds of the Series 2024 Bonds (the "Personal Property") owned by Trustor and now or at any time hereafter located on or at the Property or used in connection therewith.

The entire estate, property and interest hereby conveyed to Trustee as described above may hereafter be referred to as the "Trust Estate." Notwithstanding the breadth of the foregoing, the property covered by this Deed of Trust shall not include: personal property which may be owned by lessees or other occupants of the improvements of any portion of the Property, rather than by Trustor, or which may be leased by such lessees or other occupants from a party other than Trustor; or material, equipment, tools, machinery or other personal property which has been brought upon the Property only for use in construction, maintenance or repair and which is not intended to remain after the completion of such construction, maintenance or repair, and which is not necessary for

occupancy, maintenance or use of the Property, provided, however, that this provision shall not limit Trustor's right to assert a landlord's lien against a defaulting tenant.

FOR THE PURPOSES OF SECURING:

(a) Payment of the principal, interest, if any, and premium, if any, of the Bonds of Trustor, issued pursuant to the Master Resolution (all terms herein commencing with initial capital letters and not otherwise defined herein shall have meanings as defined in the Master Resolution), and payable at the times, in the manner and with interest and premium, if any, as therein set forth, and any extensions and/or renewals or modifications thereof issued pursuant to the Master Resolution, payment of the principal, interest, if any, and premium, if any, on any Additional Bonds or Refunding Bonds issued pursuant to the Master Resolution and payable at the times, in the manner and with interest and premium as therein set forth, and any extensions and/or renewals or modifications thereof (the Series 2024 Bonds and Additional Bonds and Refunding Bonds are collectively referred to herein as the "Bonds"); the performance of each agreement of Trustor contained in the Bonds, the Master Resolution, the Lease (as defined in the Master Resolution) with respect to the Project (as defined in the Master Resolution) and this Deed of Trust and any other instrument securing payment of the Bonds; and the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms of this Deed of Trust (including, but not limited to the payments outlined in Sections 1.11 and 1.18 of this Deed of Trust), any other instrument securing payment of the Bonds, the Master Resolution or the Lease, together with interest thereon as provided in the Master Resolution.

(b) Performance of all obligations of Trustor under the Master Resolution and each agreement of Trustor incorporated by reference therein or herein, or contained therein or herein.

(c) Payment of all sums advanced by Beneficiary to protect the Trust Estate, with interest as provided in the Master Resolution and herein.

(d) Performance of all obligations of Trustor contained in this Deed of Trust, the Bonds, the Ground Lease, the Master Resolution and any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby.

(e) Payment of all other sums, with interest thereon, which may hereafter be loaned to Trustor or its successors or assigns, by Beneficiary, when evidenced by a debt instrument reciting that they are secured by this Deed of Trust.

This Deed of Trust, the Bonds, the Master Resolution, the Ground Lease, the Lease and any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby may hereafter be referred to as the "Loan Instruments."

TO PROTECT THE SECURITY OF THE LOAN INSTRUMENTS TRUSTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

COVENANTS AND AGREEMENTS OF TRUSTOR

I.1 Payment of Secured Obligations. Trustor hereby covenants and agrees to pay when due the principal of, premium, if any, and the interest, if any, on, the indebtedness evidenced by the Bonds (as set forth therein), all charges, fees and all other sums as provided in the Loan Instruments, and the principal of, and interest, if any on, any future advances secured by this Deed of Trust.

I.2 Maintenance, Repair, Alterations. Trustor hereby covenants and agrees to keep the Trust Estate or cause the Trust Estate to be kept in good condition and repair; not to remove, demolish or materially alter (except such alterations as may be required by laws, ordinances or regulations) any buildings or fixtures constituting part of the Improvements in such a manner as to in any way damage the Improvements or in any way reduce the fair rental value of the Improvements to less than the fair rental value of the Improvements immediately prior to such alteration; to complete promptly and in good and workmanlike manner any improvement which may be constructed on the Property and, to the extent provided in the Master Resolution and in the Lease, promptly restore in like manner any Improvements which may be damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Trust Estate or any part thereof or requiring any alterations or improvements; not to commit or permit any waste or deterioration of the Trust Estate, to keep and maintain or cause to be kept and maintained, grounds, sidewalks, roads, parking and landscaped areas in good and neat order and repair; not to commit, suffer or permit any act to be done in or upon the Trust Estate in violation of any law, ordinance or regulation. Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this Section, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

I.3 Required Insurance. Trustor hereby covenants and agrees to at all times provide, maintain and keep in force or cause to be kept in force such insurance as is set forth in Article IX of the Lease with respect to the Improvements.

I.4 Payment of Premiums. In the event Trustor fails to provide, maintain, keep in force or deliver and furnish to Beneficiary policies of insurance required by Article IX of the Lease, Beneficiary, in addition to all other rights it may have hereunder, including, without limitation, those set forth in Article III hereof, may, but shall not be required to, procure such insurance or single interest insurance for such risks covering Beneficiary's interest, and Trustor will pay, or cause to be paid, all premiums thereon promptly upon demand by Beneficiary, and until such payment is made by Trustor therefor the amount of all such premiums which have been paid by Beneficiary shall bear interest at a rate per annum provided in Article IX of the Lease. Trustor shall, upon Beneficiary's reasonable request, deposit, or cause to be deposited, with Beneficiary in monthly installments, an amount equal to one-twelfth of the estimated aggregate annual insurance premiums on all policies of insurance required by this Deed of Trust. Trustor further agrees, upon Beneficiary's request, to cause all bills, statements or other documents relating to the foregoing insurance premiums to be sent or mailed directly to

Beneficiary. Upon receipt of such bills, statements or other documents, and provided Trustor has deposited sufficient funds with Beneficiary pursuant to this Section 1.4, Beneficiary shall pay such amounts as may be due thereunder out of the funds so deposited with Beneficiary. If at any time and for any reason the funds deposited with Beneficiary are or will be insufficient to pay such amounts as may then or subsequently be due, Beneficiary shall notify Trustor and Trustor shall immediately deposit, or cause to be deposited, an amount equal to such deficiency with Beneficiary. Notwithstanding the foregoing, nothing contained herein shall cause Beneficiary to be deemed a trustee of said funds or to be obligated to pay any amounts in excess of the amount of funds deposited with Beneficiary pursuant to this Section 1.4. Beneficiary may commingle said reserve with its own funds and Trustor shall be entitled to no interest thereon.

I.5 Insurance Proceeds. After the happening of any casualty to the Trust Estate or any part thereof, Trustor shall give prompt written notice thereof to Beneficiary.

(a) In the event of any damage or destruction of the Improvements, Trustor shall apply the insurance proceeds in the manner set forth in Article X of the Lease.

(b) In the event of such loss or damage, all proceeds of insurance shall be payable pursuant to subparagraph (a) above. Except as otherwise provided in the Lease, Trustor may settle, adjust or compromise any claims for loss, damage or destruction under any policy or policies of insurance only with written approval of Beneficiary.

(c) Except to the extent that insurance proceeds are received by Trustor and applied to the indebtedness secured hereby, pursuant to the Master Resolution and the Lease, nothing herein contained shall be deemed to excuse Trustor from repairing or maintaining the Trust Estate as provided in Section 1.2 hereof or restoring all damage or destruction to the Trust Estate, regardless of whether or not there are insurance proceeds available or whether any such proceeds are sufficient in amount, and the application or release by Beneficiary of any insurance proceeds shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such notice.

I.6 Assignment of Policies Upon Foreclosure. In the event of foreclosure of this Deed of Trust or other transfer of title or assignment of the Trust Estate in extinguishment, in whole or in part, of the debt secured hereby, all right, title and interest of Trustor in and to all policies of insurance required by this Deed of Trust shall inure to the benefit of and pass to the successor in interest to Trustor or the purchaser or grantee of the Trust Estate.

I.7 Indemnification; Subrogation; Waiver of Offset.

(a) If Beneficiary is made a party defendant to any litigation, commenced by anyone other than Trustor, concerning this Deed of Trust or the Trust Estate or any part thereof or interest therein, or the occupancy thereof by

Trustor, except in case of fraud, gross negligence or willful misconduct on the part of Beneficiary, then Trustor shall, to the extent permitted by law, indemnify, defend and hold Beneficiary harmless from and against all liability by reason of said litigation (including any appeals), including reasonable attorneys' fees and expenses incurred by Beneficiary in any such litigation, whether or not any such litigation is prosecuted to judgment. If Beneficiary commences an action against Trustor to enforce any of the terms hereof or because of the breach by Trustor of any of the terms hereof, or for the recovery of any sum secured hereby, Trustor shall pay to Beneficiary reasonable attorneys' fees and expenses actually incurred (including Beneficiary's attorney's fees and costs associated with all appeals), and the right to such attorney's fees and expenses shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment. If Trustor breaches any term of this Deed of Trust, Beneficiary may employ an attorney or attorneys to protect its rights hereunder, and in the event of such employment following any breach by Trustor, Trustor shall pay Beneficiary reasonable attorney's fees and expenses incurred by Beneficiary (including those associated with any appeal), whether or not an action is actually commenced against Trustor by reason of breach.

(b) Trustor waives any and all right to claim or recover against Beneficiary, its officers, employees, agents and representatives, for loss or damage to Trustor, the Trust Estate, Trustor's property or the property of others under Trustor's control from any cause insured against or required to be insured against by the provisions of this Deed of Trust, unless covered by the fraud, gross negligence or willful misconduct of the Beneficiary.

(c) All sums payable by Trustor hereunder shall be paid without notice, demand, counterclaim, setoff, recoupment, deduction or defense (except payment) and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Trustor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: any damage to or destruction of or any condemnation or similar taking of the Trust Estate or any part thereof; any restriction or prevention of or interference with any use of the Trust Estate or any part thereof; any title defect or encumbrance or any eviction from the Property or any part thereof by title paramount or otherwise; or any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Beneficiary, or any action taken with respect to this Deed of Trust by any trustee or receiver of Beneficiary, or by any court, in any such proceeding; whether or not Trustor shall have notice or knowledge of any of the foregoing.

I.8 Taxes and Impositions.

(a) Trustor agrees to pay, prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, including without limitation non-governmental levies or assessments such as maintenance charges, association dues or charges or fees,

and levies or charges resulting from covenants, conditions and restrictions affecting the Trust Estate, which are assessed or imposed upon the Trust Estate or become due and payable, and which create or may create a lien upon the Trust Estate, or any part thereof, or upon any equipment or other facility used by Trustor in the operation or maintenance thereof (all of which taxes, assessments and other governmental charges of like nature are hereinafter referred to as "Impositions"); provided, however, that if, by law, any such Imposition is payable, or may at the option of the taxpayer be paid, in installments, Trustor may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same become due and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest.

(b) If any time after the date hereof there shall be assessed or imposed a tax or assessment on the Trust Estate in lieu of or in addition to the Impositions payable by Trustor pursuant to subparagraph (a) hereof, or a license fee, tax or assessment imposed on Beneficiary and measured by or based in whole or in part upon the amount of the outstanding obligations secured hereby, then all such taxes, assessments, or fees shall be deemed to be included within the term "Impositions" as defined in subparagraph (a) hereof, and Trustor shall pay and discharge the same as herein provided with respect to the payment of Impositions. Anything to the contrary notwithstanding, Trustor shall have no obligation to pay any franchise, estate, inheritance, income, excess profits or similar tax levied on Beneficiary or on the obligations secured hereby.

(c) Trustor covenants to furnish Beneficiary within thirty (30) days after the date upon which any such Imposition is due and payable by Trustor, official receipts of the appropriate taxing authority or other proof satisfactory to Beneficiary, evidencing the payment thereof.

(d) Trustor covenants and agrees not to suffer, permit or initiate the joint assessment of the real and personal property, or any other procedure whereby the lien of the real property taxes and the lien of the personal property taxes shall be assessed, levied or charged to the Trust Estate as a single lien.

(e) If requested by Beneficiary, Trustor shall cause to be furnished to Beneficiary a tax reporting service covering the Trust Estate of the type, duration and with a company satisfactory to Beneficiary.

(f) Trustor has the right to contest Impositions to the extent permitted by Section 9.3 of the Lease.

I.9 Utilities. Trustor hereby covenants and agrees to pay when due all utility charges which are incurred by Trustor for the benefit of the Trust Estate or which may become a charge or lien against the Trust Estate for gas, electricity, water or sewer services furnished to the Trust Estate and all other assessments or charges of a similar

nature, whether public or private, affecting the Trust Estate or any portion thereof, whether or not such taxes, assessments or charges are liens thereon.

I.10 Actions Affecting Trust Estate. Trustor hereby covenants and agrees to appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees, in any such action or proceeding in which Beneficiary or Trustee may appear.

I.11 Actions by Trustee and/or Beneficiary to Preserve Trust Estate. Should Trustor fail to make any payment or to do any act as and in the manner provided in any of the Loan Instruments, Beneficiary and/or Trustee, each in its own discretion, without obligation so to do but without releasing Trustor from any obligations, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. In connection therewith (without limiting their general powers), Beneficiary and/or Trustee shall have and are hereby given the right, but not the obligation to enter upon and take possession of the Trust Estate; to make additions, alterations, repairs and improvements to the Trust Estate which they or either of them may consider necessary or proper to keep the Trust Estate in good condition and repair; to appear and participate in any action or proceeding affecting or which may affect or appears to affect the security of this Deed of Trust (including condemnation or eminent domain proceedings) or which may result in the creation of any lien (except the lien created by the Master Resolution) against the Trust Estate; and in exercising such powers, to pay necessary expenses, including employment of counsel or other necessary or desirable consultants. Trustor shall, immediately upon demand therefor by Beneficiary, pay all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing rights, including without limitation, costs of evidence of title, court costs, appraisals, surveys and attorney's fees, together with interest thereon accruing at the rate set forth in the Master Resolution.

I.12 Survival of Warranties. Subject to the limitations set forth in Section 5.9 herein, Trustor hereby covenants and agrees to fully and faithfully satisfy and perform the obligations of Trustor contained in the Loan Instruments and each agreement of Trustor incorporated by reference therein or herein, and any modification or amendment thereof. All representations, warranties and covenants of Trustor contained therein or incorporated by reference shall survive funding of the loan evidenced by the Bonds and shall remain continuing obligations, warranties and representations of Trustor during any time when any portion of the obligations secured by this Deed of Trust remain outstanding.

I.13 Eminent Domain. Should the Trust Estate, or any material part thereof or interest therein, be taken from Trustor or damaged by reason of any public improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Trustor receive any notice or other information regarding such proceeding, Trustor shall give prompt written notice thereof to Beneficiary and all proceeds payable therefrom shall be utilized in the manner set forth in Article X of the Lease.

I.14 Additional Security. In the event Beneficiary at any time holds additional security for any of the obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before or concurrently herewith or after a sale is made hereunder.

I.15 Appointment of Successor Trustee. Beneficiary may, from time to time, by complying with the provisions of the applicable law of the State of Utah substitute a successor or successors to the Trustee named herein or acting hereunder.

I.16 Successors and Assigns. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall be deemed to include the Registered Owners of the Bonds and any trustee therefor, whether or not named as Beneficiary herein.

I.17 Inspections. Beneficiary, or its agents, representatives or workmen, are authorized to enter at any reasonable time upon or in any part of the Trust Estate for the purpose of inspecting the Trust Estate and performing any of the acts it is authorized to perform under the terms of any of the Loan Instruments.

I.18 Liens. Trustor hereby covenants and agrees to pay and promptly discharge in accordance with the terms thereof or of the indebtedness secured thereby, at Trustor's cost and expense, all liens, encumbrances and charges upon the Trust Estate, or any part thereof or interest therein; provided that the existence of any mechanic's, laborer's, materialman's, supplier's or vendor's lien or right thereto shall not constitute a violation of this Section if payment is not yet due under the contract which is the foundation thereof and if such contract does not postpone payment for more than 60 days after the performance thereof. Trustor shall have the right to contest in good faith the validity of any such lien, encumbrance or charge. In the event of any such contest, the Trustor may permit the lien, encumbrance or charge so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Trustee or Beneficiary shall notify the Trustor that, in the opinion of Independent Counsel, by nonpayment of any such items the security afforded pursuant to the Master Resolution and the Lease or this Deed of Trust will be materially endangered or the Trust Estate or any portion thereof will be subject to loss or forfeiture, in which event such lien, encumbrance or charge shall be paid forthwith. Prior to commencing such contest, Trustor shall first deposit, or cause to be deposited, with Beneficiary, or in court, a bond or other security satisfactory to Beneficiary, at Beneficiary's election, in such amounts as Beneficiary shall reasonably require, but not more than one hundred ten percent (110%) of the amount of the claim, and provided further that Trustor shall thereafter diligently proceed to cause such lien, encumbrance or charge to be removed and discharged. If Trustor shall fail to discharge any such lien, encumbrance or charge, then, in addition to any other right or remedy of Beneficiary, Beneficiary may, but shall not be obligated to, discharge or purchase the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond or the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law.

I.19 Trustee's Powers. At any time, or from time to time, without liability therefor, and without notice, upon written request of Beneficiary and presentation of this Deed of Trust, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said Trust Estate, Trustee may, reconvey any part of said Trust Estate; consent in writing to the making of any map or plat thereof; or join in granting any easement or creating any restriction affecting this Deed of Trust or any agreement subordinating the lien or charge hereof.

I.20 Beneficiary's Powers. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Trust Estate not then or theretofore released as security for the full amount of all unpaid obligations, Beneficiary may, from time to time and without notice release any person so liable, extend the maturity or alter any of the terms of any such obligation, grant other indulgences, release or reconvey, or cause to be released or reconveyed at any time at Beneficiary's option any parcel, portion or all of the Trust Estate, take or release any other or additional security for any obligation herein mentioned, or make compositions or other arrangements with debtors in relation thereto. Trustor hereby consents to the foregoing powers and rights of Beneficiary, and, to the extent permitted by law, waives any right to assert that such actions by the Beneficiary shall constitute a breach by the Beneficiary under this Deed of Trust, under any of the Loan Instruments or under applicable law.

ASSIGNMENT OF RENTS, ISSUES AND PROFITS

II.1 Assignment of Rents. Trustor hereby assigns and transfers to Beneficiary all the rents, issues and profits of the Trust Estate, and hereby gives to and confers upon Beneficiary the right, power and authority to collect such rents, issues and profits. Trustor irrevocably appoints Beneficiary its true and lawful attorney-in-fact, at the option of Beneficiary at any time and from time to time, to demand, receive and enforce payment, to endorse instruments payable to Trustor, and to give receipts, releases and satisfactions for all such rents, issues and profits and apply the same to the indebtedness secured hereby. The assignment of the rents, issues and profits of the Trust Estate in this Article II is intended to be an absolute assignment from Trustor to Beneficiary and not merely the passing of a security interest.

II.2 Collection Upon Default. Upon any event of default under any of the Loan Instruments, and after the passage of any applicable grace period, Beneficiary may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Trust Estate, or any part thereof, and in its own name sue for or otherwise collect such rents, issues and profits of the Trust Estate, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The collection of rents, issues and profits, or the entering upon and taking possession of the Trust Estate, or the application thereof as aforesaid, shall not cure or waive any default, notice of default, or notice of sale hereunder or invalidate any act done in response to such default or pursuant to such notice of default. Failure or discontinuance by Beneficiary at any time or from time to time to collect any such rents, issues or profits shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power and authority to collect the same.

SECURITY AGREEMENT

III.1 Creation of Security Interest. Trustor hereby grants to Beneficiary a security interest in the Personal Property for the purpose of securing all obligations of Trustor contained in any of the Loan Instruments or herein. This Deed of Trust shall be deemed the Security Agreement as defined in the Uniform Commercial Code of Utah and the remedies for any violation of the covenants, terms and conditions of the agreements herein contained shall be as prescribed herein, or as provided by general law, or as to such part of the security which is also reflected in any financing statement or statements (the "Financing Statement") as provided by the specific statutory consequences now or hereafter enacted and specified in the Uniform Commercial Code of Utah, all at Beneficiary's sole election. The mention in any such Financing Statement of the rights in or the proceeds of any fire and/or hazard insurance, any award in eminent domain proceedings for a taking or for loss of value, or the Trustor's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the premises shall never be construed as in any wise altering any of the rights of Beneficiary as determined by this Deed of Trust or impugning the priority of the Beneficiary's lien granted hereby or by any other recorded document, but such mention in the Financing Statement is declared to be for the protection of Beneficiary in the event any court or judge shall at any time with respect to (1), (2) or (3) rule that notice of Beneficiary's priority of interest to be effective against a particular class of persons, divisions or entity of the Federal Government, must be filed in the Uniform Commercial Code records.

III.2 Warranties, Representations and Covenants of Trustor. Trustor hereby warrants, represents and covenants as follows:

Trustor is, and as to portions of the Personal Property to be acquired after the date hereof will be, the sole owner of the Personal Property, free from any adverse lien, security interest, encumbrance or adverse claims thereon of any kind whatsoever except for the Permitted Encumbrances defined in the Lease and except for the security interest granted hereby. Trustor will notify Beneficiary of, and will defend the Personal Property against, all claims and demands of all persons at any time claiming the same or any interest therein.

Trustor will not sell the Personal Property without the prior written consent of Beneficiary unless said personal property is promptly replaced by personal property of like quality and value.

The Personal Property is not used or bought for personal, family or household purposes.

The Personal Property (with the exception of funds held by Beneficiary) will be kept on or at the Property and, except as otherwise provided in the Lease, Trustor will not remove the Personal Property from the Property without the prior written consent of Beneficiary, except such portions or items of Personal Property which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Trustor.

Trustor maintains a place of business in the State of Utah and Trustor will immediately notify Beneficiary in writing of any change in its place of business as set forth in the beginning of this Deed of Trust.

At the request of Beneficiary, Trustor will join Beneficiary in executing one or more financing statements, continuation statements and renewals and amendments thereof pursuant to the Uniform Commercial Code of Utah in form satisfactory to Beneficiary, and will pay the cost of filing the same in all public offices wherever filing is deemed by Beneficiary to be necessary or desirable.

All covenants and obligations of Trustor contained herein relating to the Trust Estate shall be deemed to apply to the Personal Property whether or not expressly referred to herein.

REMEDIES UPON DEFAULT

IV.1 Events of Default. Any of the following events shall be deemed an event of default hereunder.

- (a) Default shall be made in the payment of any installment of principal or interest, if any, or any other sum secured hereby; or
- (b) There shall occur an Event of Default set forth in Section 10.1 of the Master Resolution, or 14.1 of the Lease or any other default under any of the Loan Instruments, including but not limited to any breach in the due observance or performance of any covenant, condition or agreement contained therein.

IV.2 Acceleration Upon Default, Additional Remedies. Time is of the essence hereof. In the event of any event of default hereunder, Beneficiary may declare all indebtedness secured hereby to be due and payable by written notice to the Trustor as outlined in Section 10.3 of the Master Resolution and the same shall thereupon become due and payable without presentment, demand, protest or notice of any kind. Thereafter Beneficiary may exercise any or all of the following remedies, or any other remedies which Beneficiary is entitled to under any of the Loan Instruments or applicable law:

- (a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Trust Estate, or any part thereof, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Trust Estate, or a part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including attorney's fees, upon any indebtedness secured hereby, all in such order as Beneficiary may determine. The entering upon and taking possession of the Trust Estate, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Trust Estate or the collection, receipt and application of rents, issues or profits, Trustee and/or Beneficiary shall be entitled to exercise every right provided for in any of the Loan Instruments or by law upon occurrence of any event of default, including the right to exercise the power of sale;
- (b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof; and/or
- (c) Cause Trustor's interest in the Trust Estate to be sold by the Trustee under the power of sale set forth herein.

IV.3 Foreclosure by Power of Sale. Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and such receipts and evidence of expenditures made and secured hereby as Trustee may require; provided, however, that the Trustee shall also notify the County of San Juan, Utah (the “County”) of the Event of Default and of the right of the County to a 90-day notice of the respective options to purchase the Project as more fully outlined in Section 10.2 of the Master Resolution.

(a) Upon receipt of such notice from Beneficiary, Trustee shall exercise on behalf of Beneficiary the power of sale granted herein by complying with all requirements of applicable law. Trustee shall execute and deliver to the purchaser or purchasers of the Trust Estate its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers from claims arising by, through or under Trustor.

(b) After deducting all costs, fees and expenses of Trustee and of this trust, including, but not limited to, attorney fees and costs, and costs of evidence of title in connection with the sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest per annum as set forth in the Master Resolution; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County clerk of the County in which the sale took place.

(c) The person conducting the sale may, for any cause such person deems expedient, postpone the sale in accordance with Utah law and, in every case, notice of such postponement shall be given by public declaration by such person at the time and place last appointed for the sale.

IV.4 Foreclosure as Mortgage. Should Beneficiary elect to foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property, Beneficiary shall be entitled to recover in such proceeding all costs and expenses incident thereto, including a reasonable attorney’s fee in such amount as shall be fixed by the court, including all appeals. To the extent permitted by law, Beneficiary shall be entitled to possession of the Property during any redemption period allowed under the laws of the State of Utah.

IV.5 Appointment of Receiver. If any event of default described in Section 4.1 of this Deed of Trust shall have occurred and be continuing, Beneficiary, as a matter of right and without notice to Trustor or anyone claiming under Trustor, and without regard to the then value of the Trust Estate or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Trust Estate, and Trustor hereby irrevocably consents to such appointment and waives notice of

any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all powers and duties of Beneficiary in case of entry as provided in Section 4.2(a) and shall continue as such and exercise all such powers until the date of confirmation of sale of the Trust Estate unless such receivership is sooner terminated. Beneficiary's rights under this Section shall be in addition to, and not a limitation of, Beneficiary's rights under Section 2.2 and 4.2(a) of this Deed of Trust.

IV.6 Remedies Not Exclusive. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust, under any Loan Instrument or other agreement, and under any laws now or hereafter in force, notwithstanding that some or all of the said indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Instruments to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies.

IV.7 Request for Notice. Trustor hereby requests a copy of any Notice of Default or Notice of Sale hereunder be mailed to it at the address set forth in the first paragraph of this Deed of Trust.

MISCELLANEOUS

V.1 Governing Law; Severability of Provisions of Loan Instruments; Waivers, etc. This Deed of Trust shall be governed by the laws of the State of Utah. In the event that any provision of any of the Loan Instruments conflicts with applicable laws, such conflicts shall not affect other provisions of such Loan Instruments which can be given effect without the conflicting provision, and to this end the provisions of the Loan Instruments are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the parties against whom enforcement of any waiver, change, discharge or termination is sought.

V.2 Limitation of Interest. It is the intent of Trustor and Beneficiary in the execution of this Deed of Trust and the Bonds and all other instruments securing the Bonds to contract in strict compliance with the laws of the State of Utah governing the loan evidenced by the Bonds. In furtherance thereof, Trustor stipulates and agrees that none of the terms and provisions contained in the Loan Instruments shall ever be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate in excess of the maximum interest rate permitted to be charged by the laws of the State of Utah governing the loan evidenced by the Bonds. Trustor or any guarantor, endorser or other party now or hereafter becoming liable for the payment of the Bonds shall never be liable for unearned interest on the Bonds and shall never be required to pay interest on the Bonds at a rate in excess of the maximum interest that may be lawfully charged under the laws of the State of Utah and the provisions of this Section shall control over all other provisions of the Bonds and any other instrument executed in connection herewith which may be in apparent conflict herewith. In the event any holder of the Bonds shall collect monies which are deemed to constitute interest which would otherwise increase the effective interest rate on the Bonds to a rate in excess of that permitted to be charged by the laws of the State of Utah, all such sums deemed to constitute interest in excess of the legal rate shall be immediately returned to the Trustor upon such determination.

V.3 Statements by Trustor. Trustor, within ten (10) days after receiving a request from the Beneficiary, will furnish to Beneficiary a written statement stating the unpaid principal and any interest on the Bonds and any other amounts secured by this Deed of Trust and stating whether any offset or defense exists against such principal and interest.

V.4 Reconveyance by Trustee. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust to Trustee for cancellation and retention and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto."

V.5 Notices. Whenever Beneficiary, Trustor or Trustee shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of

Trust, each such notice, demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or four (4) days after being mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the address set forth at the beginning of this Deed of Trust. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

V.6 Acceptance by Trustee. Trustee shall be deemed to have accepted this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

V.7 Captions. The captions or headings at the beginning of each Section hereof are for convenience of the parties and are not a part of this Deed of Trust.

V.8 No Merger. If both the Trustor's and Beneficiary's estates in any portion of the Trust Estate shall at any time become vested in one owner, this Deed of Trust and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger, and in such event, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary as to the separate estates. In addition, upon the foreclosure of the lien created by this Deed of Trust on the Trust Estate pursuant to the provisions hereof, any leases or subleases then existing and created by Trustor shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Beneficiary or any purchaser at any such foreclosure sale shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall constitute a termination of any lease or sublease unless Beneficiary or such purchaser shall give written notice thereof to such tenant or subtenant.

V.9 Limited Right of Bondholders Against the Trustor. Notwithstanding anything else contained herein to the contrary, the rights of the Trustee, Beneficiary and the Bondholders are subject to the terms and provisions of the Master Resolution and the Lease, in particular but not limited to Article XIV of the Lease and Article X of the Master Resolution. Additionally, no deficiency judgment upon foreclosure may be entered against Trustor, the County, the State of Utah or any of its political subdivisions.

V.10 No Waiver. Failure on the part of beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default or acceptance of payment of any sum secured hereby after its due date shall not constitute a waiver of any other subsequent default.

V.11 Severability. The terms and provisions of this Deed of Trust are intended to be performed in accordance with, and only to the extent permitted by, applicable law. If any provision hereof, or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this instrument nor the application of such provision to other persons or circumstances shall be affected thereby, but rather, the same shall be enforced to the greatest extent permitted by law.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

LOCAL BUILDING AUTHORITY OF
SAN JUAN COUNTY, UTAH

Chair

Attest and Countersign:

By: _____
Secretary

(L B A S E A L)

STATE OF UTAH)
 :ss.
 COUNTY OF SAN JUAN)

In the County of San Juan, State of Utah, on this ____ day of _____, 2024, before me, the undersigned notary, personally appeared Jamie Harvey and Lyman D. Duncan, the Chair and Secretary of the Local Building Authority of San Juan County, Utah, who are personally known to me or who proved to me their identities through documentary evidence to be the persons who signed the preceding document in my presence and who swore or affirmed to me that their signatures are voluntary.

Notary signature and seal

EXHIBIT A

PROPERTY

That certain Real Property located in San Juan County, Utah, to wit:

Public Safety Building Renovation and Expansion and related improvements

WHEN RECORDED, RETURN TO:

Eric Todd Johnson, Esq.
Johnson & Yellowhorse
P.O. Box 831
Pleasant Grove, Utah 84062

ASSIGNMENT OF GROUND LEASE

THIS ASSIGNMENT OF GROUND LEASE (the “Assignment”), made and entered into as of this _____ 1, 2024, by the LOCAL BUILDING AUTHORITY OF SAN JUAN COUNTY, UTAH, a Utah nonprofit corporation, whose address is 117 S. Main, Monticello, Utah 84535 (the “Assignor”), to and in favor of THE STATE OF UTAH PERMANENT COMMUNITY IMPACT FUND BOARD, or any successor thereof (the “Assignee”), as bondholder under a certain Master Resolution of even date herewith (the “Master Resolution”).

WITNESSETH:

FOR VALUE RECEIVED, Assignor hereby grants, transfers and assigns to Assignee all the right, title and interest of Assignor in and to that certain Ground Lease Agreement (the “Ground Lease Agreement”) of even date herewith, between Assignor, as lessee, and San Juan County, Utah, as lessor, which Ground Lease Agreement demises for an annually renewable term the real property, together with existing improvements thereon, located in San Juan County, State of Utah, more particularly described in Exhibit A attached hereto and by this reference made a part hereof.

FOR THE PURPOSE OF SECURING:

(A) The payment and performance of each and every obligation of Assignor contained in the Master Resolution and in Assignor’s Lease Revenue Bonds, Series 2024 and any Additional Bonds or Refunding Bonds (as defined in the Master Resolution) (collectively, the “Bonds”); and

(B) The payment of all sums expended or advanced by Assignee pursuant to the terms of this Assignment and the Master Resolution, or any instrument further evidencing or securing any obligation secured hereby, together with interest thereon as therein provided.

TO PROTECT THE SECURITY OF THIS ASSIGNMENT, ASSIGNOR AGREES:

(1) To faithfully abide by, perform and discharge every obligation, covenant and agreement of the Ground Lease Agreement to be performed by lessee; at the sole cost and expense of Assignor, to enforce or secure the performance of every obligation, covenant, condition and agreement of the Ground Lease Agreement to be performed by

the lessor; not to modify, extend or in any way alter the terms of the Ground Lease Agreement without the prior written consent of Assignee. Assignor also agrees not to waive or in any manner release or discharge the lessor thereunder of or from the obligations, covenants, conditions and agreements to be performed by lessor.

(2) Not to declare the Ground Lease Agreement terminated nor to exercise any other right available to it upon breach by the lessor, without the prior written consent of Assignee.

(3) At Assignor's sole cost and expense, to appear in and defend any action or proceedings arising under, growing out of or in any manner connected with the Ground Lease Agreement or the obligations, duties or liabilities of lessor and lessee thereunder.

(4) That should the Assignor fail to make any payment or to do any act as herein provided, then Assignee, but without obligation so to do and without notice to or demand on Assignor, and without releasing Assignor from any obligation hereof, may make or do the same in such manner and to such extent as Assignee may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Assignee, and also the right to perform and discharge each and every obligation, covenant and agreement of Assignor contained in the Ground Lease Agreement.

IT IS MUTUALLY AGREED THAT:

(1) Upon or any time after default by Assignor in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in said Master Resolution, Assignee may declare all sums secured hereby immediately due and payable, and may, at its option, without notice, either in person or by agent with or without bringing any action or proceedings, or by a receiver to be appointed by a court, enter upon, take possession of, manage and operate said demised premises or any part thereof make, cancel, enforce or modify leases; do any acts which Assignee deems proper to protect the security hereof, and either with or without taking possession of said property, in its own name sue for or otherwise collect and receive such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including reasonable attorneys' fees, upon any indebtedness secured hereby, and in the order set forth in the Master Resolution. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, and the application thereof as aforesaid shall not cure or waive any default or waive, modify, or effect notice of default under any instrument secured hereby or invalidate any act done pursuant to such notice. The remedies of the Assignee herein shall be subject to the limitations set forth in Article X of the Master Resolution.

Any default by Assignor in the performance of any obligation, covenant or agreement herein contained and the acceleration of the indebtedness secured hereby shall constitute and be deemed to be a default under the terms of the Master Resolution.

(2) Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Ground Lease Agreement, or under or by reason of this Assignment.

(3) Until the indebtedness secured hereby shall have been paid in full, Assignor covenants and agrees to transfer and assign to Assignee any and all subleases upon all or any part of said demised premises upon the same or substantially the same terms and conditions as are herein contained, and to make, execute and deliver to Assignee, upon demand, any and all instruments that may be necessary therefor.

(4) Upon the payment in full of all indebtedness secured hereby, this Assignment shall become and be void and of no effect.

(5) This Assignment applies to, inures to the benefit of, and binds the parties hereto, their successors, and assigns.

(6) All notices, demands, or documents of any kind which Assignee may be required or may desire to serve upon Assignor hereunder, may be served by delivering the same to Assignor personally or by leaving a copy of such notice, demand or document addressed to Assignor at the address set forth in the beginning of this Assignment, or by depositing a copy of such notice, demand or document in the United States mail, postage prepaid, and addressed to Assignor at Assignor's address.

(7) Notwithstanding anything to the contrary contained herein, no deficiency judgment upon any foreclosure may be entered against the Assignor, San Juan County, Utah, the State of Utah or any of its political subdivisions.

EXECUTED as of the day and year first above written.

LOCAL BUILDING AUTHORITY OF
SAN JUAN, UTAH

By: _____
Chair

ATTEST:

Secretary

(L B A S E A L)

STATE OF UTAH PERMANENT
COMMUNITY IMPACT FUND BOARD

By: _____
Fund Manager

CONSENT TO ASSIGNMENT

San Juan County, Utah, lessor under the Ground Lease Agreement, hereby consents to the assignment by the Local Building Authority of San Juan County, Utah, of its interest in the Ground Lease Agreement to the within mentioned Assignee to secure the within described Master Resolution and Bonds.

Executed as of the day and year first above written.

SAN JUAN COUNTY, UTAH

Chair / Commissioner

ATTEST:

County Clerk / Auditor

(COUNTY S E A L)

STATE OF UTAH)
) ss.
 COUNTY OF SAN JUAN)

In the County of San Juan, State of Utah, on this ____ day of _____, 2024, before me, the undersigned notary, personally appeared Jamie Harvey and Lyman Duncan, the Chair and Secretary, respectively, of the Local Building Authority of San Juan County, Utah, who are personally known to me or who proved to me their identities through documentary evidence to be the persons who signed the preceding document in my presence and who swore or affirmed to me that their signatures are voluntary.

 Notary signature and seal

EXHIBIT A

DESCRIPTION OF DEMISED PREMISES

Real property located in San Juan County, Utah to wit:



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

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Utah Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended, that on April 16, 2024, the Governing Board (the “Governing Board”) of the Local Building Authority of San Juan County, Utah (the “Issuer”) adopted a resolution (the “Resolution”) in which it authorized the issuance by the Issuer of its Lease Revenue Bonds, in one or more series (the “Bonds”) in the aggregate principal amount of not to exceed \$24,000,000, to bear interest at the rate or rates not to exceed 2.0% per annum, to mature in not more than 35 years from their date or dates, and to be sold at a price not less than 99% of the total principal amount thereof, plus accrued interest to the date of delivery. The estimated total cost to the Issuer for the proposed Bonds, if the Bonds are held until the maximum maturity, based on the maximum interest rate above, is \$33,391,288. However, the Issuer expects to only issue \$21,366,000 in Bonds over a period of 30 years at 2.0%, which would make the estimated total cost to the Issuer for the proposed Bonds of \$28,619,420. Presently, the Issuer has no more than \$3,417,660 in outstanding bonds and long-term agreements secured by annually appropriated lease revenues. The Utah Permanent Community Impact Fund Board has authorized a grant to the Issuer in the amount of \$4,689,695 for the Project.

The Bonds will be issued pursuant to the Resolution, and one or more Authorizing Resolutions and one or more Master Resolutions (collectively, the “Final Bond Resolutions”), to be adopted authorizing and confirming the sale of the Bonds for the purpose of (i) financing a Public Safety Building remodel and expansion and related improvements, and (ii) paying issuance expenses to be incurred in connection with the issuance and sale of the Bonds.

NOTICE IS FURTHER GIVEN that the Issuer calls a public hearing for May 21, 2024, at 11:00 a.m., or as soon thereafter as feasible, at 648 South Hideout Way in Monticello, Utah, to receive input from the public with respect to the issuance of the Bonds and the potential economic impact that the facilities and related improvements to be paid for in whole or in part with the Bonds will have on the private sector. The maximum amount, interest rate, maturity, and discount on the Bonds will be as set forth above. As lease revenue obligations, no taxes are proposed to be pledged for repayment of the Bonds. And the Bonds will be secured by an annual appropriation lease between the Issuer and the County.

A draft of the Final Bond Resolutions in substantially final form was before the Governing Board and was part of the Resolution (collectively, the “Borrowing Resolutions”) at the time of its adoption by the Governing Board. The Final Bond Resolutions will be adopted by the Governing Board in such form and with such changes thereto as shall be approved by the Governing Board upon the adoption thereof; provided that the principal amount, interest rate, maturity and discount of the Bonds will not exceed the maximums set forth above.

Copies of the Resolution and Final Bond Resolutions are on file in the office of the Secretary of the Issuer where they may be examined during regular business hours of the Secretary from 8:00 a.m. to 5:00 p.m. Monday through Friday for a period of at least thirty (30) days from and after the date of publication of this notice.

IS FURTHER GIVEN that, for a period of thirty (30) days from and after the date of the publication of this notice (the “30-day Period”), (i) any person in interest shall have the right to contest the legality of the Resolution, Final Bond Resolutions, the Bonds, or any provision made for the security and payment of the Bonds, and that after the 30-day Period, except for referendum rights no one shall have any cause of action to contest the regularity, formality or legality thereof for any cause for any reason, and (ii) registered voters within San Juan County may sign a written petition requesting an election to authorize the issuance of the Bonds. If written petitions which have been signed by at least 20% of the registered voters of San Juan County are filed with the Issuer during the 30-day Period, the Issuer shall be required to hold an election to obtain voter authorization prior to the issuance of the Bonds. If fewer than 20% of the registered voters of San Juan County file a written petition during the 30-day Period, then absent a referendum the Issuer may proceed to issue the Bonds without an election.

DATED this April 16, 2024.

/s/ Lyman W. Duncan
Secretary

**LOCAL BUILDING AUTHORITY OF SAN JUAN COUNTY, UTAH
LEASE REVENUE BONDS**

**BOND RESOLUTION
MAY 21, 2024**

RESOLUTION NO. 2024- 06

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF \$21,366,000 LEASE REVENUE BONDS, SERIES 2024 TO FINANCE A PUBLIC SAFETY BUILDING REMODEL AND EXPANSION AND RELATED MATTERS.

WHEREAS, San Juan County, Utah (the “County”) has previously authorized and directed the creation of the Local Building Authority of San Juan County, Utah (the “Authority”) pursuant to the provisions of a Resolution (the “Creating Resolution”); and

WHEREAS, pursuant to the direction of the Board of County Commissioners contained in the Creating Resolution, the Authority has been duly and regularly created, established and is organized and existing as a nonprofit corporation under and by virtue of the provisions of the Constitution and laws of the State of Utah, including, in particular, the provisions of the Utah Revised Nonprofit Corporation Act, Title 16, Chapter 6a, Utah Code Annotated 1953, as amended (the “Nonprofit Corporation Act”), and the Utah Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended (the “Utah Local Building Authority Act” and collectively with the Nonprofit Corporation Act, the “Acts”); and

WHEREAS, under the Articles of Incorporation of the Authority (the “Articles”), the objects and purposes for which the Authority has been founded and incorporated are to acquire, improve or extend one or more projects and to finance their costs on behalf of the County in accordance with the procedures and subject to the limitations of the Acts in order to accomplish the public purpose for which the County exists; and

WHEREAS, the County and the Authority desire to finance the acquisition and construction of a public safety building remodel and expansion and related improvements for use by the County (the “Project”); and

WHEREAS, the Authority now desires to finance the Project, in part, through the issuance of its Lease Revenue Bonds, Series 2024 (the “Series 2024 Bonds”); and

WHEREAS, the Authority desires to lease, as lessee, the real property upon which the Project will be constructed from the County, as lessor, pursuant to the terms and provisions of that certain Ground Lease Agreement dated as the first day of the month in the month in which the Series 2024 Bonds are issued (the “Ground Lease”), in substantially the form presented to this meeting and attached hereto as Exhibit D, herein authorized and approved; and

WHEREAS, pursuant to a Lease Agreement to be dated as of the first day of the month in the month in which the Series 2024 Bonds are issued, between the Authority and the County (the “Lease”), the County will lease, as lessee, the Project from the Authority on an annually renewable basis; and

WHEREAS, the plans, specifications and estimated costs of the acquisition, construction, furnishing and equipping of the Project including a certificate of the engineer/architect for the Project setting forth the estimated useful life of the Project have been submitted to the County and approved by its Board of County Commissioners; and

WHEREAS, the Authority will issue its Series 2024 Bonds in the total principal amount of \$21,366,000 pursuant to a Master Resolution dated as of the first day of month in the month in which the Series 2024 Bonds are issued) (the “Master Resolution”); and

WHEREAS, the Authority proposes to secure its payment obligations under the Series 2024 Bonds by executing a Leasehold Deed of Trust, Assignment of Rents and Security Agreement with respect to the Project and an Assignment of Ground Lease, each dated as of the first day of the month in the month in which the Series 2024 Bonds are issued (collectively, the “Security Documents”) for the benefit of the holders of the Series 2024 Bonds; and

WHEREAS, the Series 2024 Bonds shall be payable solely from the rents, revenues and other income derived by the Authority from the leasing of the Project to the County on an annually renewable basis, and shall not constitute or give rise to an obligation or liability of the County or constitute a charge against its general credit or taxing powers; and

WHEREAS, the County desires to improve and promote the general welfare of the citizens of the County by entering into the Lease; and

WHEREAS, the Authority has negotiated the purchase of the Series 2024 Bonds with the State of Utah Permanent Community Impact Fund Board (the “Purchaser”); and

WHEREAS, under the Articles, the Authority may not exercise any of its powers without prior authorization by the governing body of the County and, therefore, it is necessary that the Board of County Commissioners authorize certain actions by the Authority in connection with the transactions contemplated by the Lease, the Ground Lease, the Master Resolution, the Series 2024 Bonds and the Security Documents; and

WHEREAS, the Board of County Commissioners has authorized, approved and directed the execution of the Lease by the County and has authorized the issuance of the Series 2024 Bonds and the financing of the construction of the Project by the Authority and has further authorized the execution of the Lease, the Ground Lease, the Master Resolution and the Security Documents, and certain other acts to be taken by the Authority in connection therewith:

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE LOCAL BUILDING AUTHORITY OF SAN JUAN COUNTY, UTAH:

Section 1. All action heretofore taken (not inconsistent with the provisions of this Resolution, the County Resolution or the Creating Resolution) by the Governing Board and by the officials of the Authority directed toward the issuance of the Series 2024 Bonds and the financing of the acquisition and construction of the Project are hereby ratified, approved and confirmed.

Section 2. The Governing Board hereby authorizes, approves and directs the financing of the Project by the Authority with all or substantially all of the proceeds of the Series 2024 Bonds in accordance with the provisions of the Master Resolution, the leasing of the Project to the County by the Authority in the manner provided in the Lease and the delivery of the Security Documents by the Authority.

Section 3. The Lease in the form presented to this meeting and attached hereto as Exhibit A is in all respects approved, authorized and confirmed and the Chair of the Authority is authorized to approve the final terms thereof and to execute and deliver the Lease in the form and with substantially the same content as set forth in Exhibit A for and on behalf of the Authority.

Section 4. The Master Resolution in substantially the form presented to this meeting and attached hereto as Exhibit B is in all respects authorized, approved and confirmed. The Chair of the Authority is hereby authorized to execute and deliver the Master Resolution in the form and with substantially the same content as set forth in Exhibit B for and on behalf of the Authority.

Section 5. For the purpose of providing funds to finance the construction of the Project, and to pay certain costs of issuance and for such other purposes as may be authorized under the Master Resolution, the Authority shall issue the Series 2024 Bonds in the total principal amount of \$21,366,000 which shall be designated the “Local Building Authority of San Juan County, Utah Lease Revenue Bonds, Series 2024”. The Series 2024 Bonds shall be dated as of their delivery date, and, except as otherwise provided in the Master Resolution, the Series 2024 Bonds shall bear interest at the rate or rates of 2.0% per annum. Interest shall commence to accrue as of October 1, 2024 or the dated date of the Series 2024 Bonds, whichever is later. Principal and interest on the Series 2024 Bonds shall be payable in annual installments on October 1st of each year, commencing October 1, 2025, in accordance with the Master Resolution.

The form, terms and provisions of the Series 2024 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption and number shall be as set forth in the Master Resolution in the form to be executed by the Authority. The Series 2024 Bonds shall mature prior to the expiration of the estimated useful life of the Project.

The Chair of the Authority is hereby authorized to execute the Series 2024 Bonds, and to deliver the Series 2024 Bonds to the Purchaser. The Secretary of the Authority is authorized to attest to the signature of the Chair, to place the seal of the Authority on the Series 2024 Bonds and to authenticate the Series 2024 Bonds. The signatures of the Chair and of the Secretary of the Authority may be by facsimile or manual execution.

In the event the bids for the Project exceed the amount of Series 2024 Bonds authorized herein of \$21,366,000, then the Governing Board of the Authority appoints a Pricing Committee consisting of the Chair of the Authority and the Secretary and authorizes the Pricing Committee to approve the Master Resolution attached hereto as Exhibit B with such changes thereto as shall be approved by the Pricing Committee, as authorized by Section 11-14-302 of the Act, provided that the principal amount, interest rate or rates, maturity and discount shall not exceed the maximums set forth in April 5, 2024 parameters resolution of \$24,000,000 aggregate principal amount of its Bonds, in one or more series, to bear interest at the rate or rates of not to exceed 2.0% per annum, to mature in not more than 35 years from their date or dates, and to be sold at a price not less than 99% of the total principal amount thereof.

Section 6. The appropriate officials of the Authority are hereby authorized to execute and deliver the Security Documents in substantially the form and with substantially the same content as set forth in Exhibit C attached hereto for and on behalf of the Authority.

Section 7. The Ground Lease in the form presented to this meeting and attached as Exhibit D, is in all respects approved, authorized and confirmed and the Chair of the Authority is authorized to approve the final terms thereof and to execute and deliver the same in the form and with substantially the same content as set forth in Exhibit D for and on behalf of the Authority.

Section 8. The appropriate officials of the Authority are authorized to take all action necessary or reasonably required to carry out, give effect to and consummate the transaction as contemplated thereby and are authorized to take all action necessary in conformity with the Acts and the Articles to finance the Project and to lease the Project to the County pursuant to the Lease, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the sale and delivery of the Series 2024 Bonds.

Section 9. The appropriate officials of the Authority are authorized to make any alterations, changes or additions in the Lease, the Master Resolution, the Ground Lease and the Security Documents herein authorized and approved which may be necessary to correct errors or omissions therein, to remove ambiguities therefrom, to conform the same to other provisions of said instruments, to the provisions of this Resolution, the County Resolution, the Creating Resolution or any resolution adopted by the County or the Authority, or the provisions of the laws of the State of Utah or the United States. Execution of said documents shall conclusively establish approval of such charges.

Section 10. If any provisions of this Resolution (including the exhibits attached hereto) should be held invalid, the invalidity of such provisions shall not affect any of the other provisions of this Resolution or the exhibits.

Section 11. The Secretary of the Authority is hereby authorized to attest to all signatures and acts of any proper official of the Authority, and to place the seal of the Authority on the Lease, the Ground Lease, the Master Resolution, the Security Documents, the Series 2024 Bonds, and any other documents authorized, necessary or proper pursuant to this Resolution or any resolution of the County or the Authority. The appropriate officials of the Authority, and each of them, are hereby authorized to execute and deliver for and on behalf of the Authority any and all additional certificates, documents and other papers to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and any resolution of the Authority.

Section 12. In consideration of the purchase of the Series 2024 Bonds by the holders thereof from time to time, the obligations and undertakings of the County under the Lease, and in accordance with the provisions of the Acts and the Articles, the Authority does hereby pledge to and agree with the holders of the Series 2024 Bonds and the County that the Authority, to the extent of its powers under the Articles and under the Constitution and laws of the state of Utah, including the Acts, will not alter, impair or limit the rights vested in the holders of the Series 2024 Bonds or the County until the Series 2024 Bonds are deemed to have been discharged in accordance with the terms and provisions of the Master Resolution and the Security Documents.

Section 13. Upon their issuance, the Series 2024 Bonds will constitute limited obligations of the Authority payable solely from and to the extent of the sources set forth in the Series 2024 Bonds and the Master Resolution. No provision of this resolution or of the Lease, the Ground Lease, the Master Resolution, the Security Documents, the Series 2024 Bonds, or any other instrument, shall be constructed as creating a general obligation of the County, or as incurring or creating a charge upon the general credit of the County or its taxing powers. As specified by the County in the County Resolution, the County shall have no power to pay out of its funds, revenues, or accounts, or otherwise contribute any part of the cost of making any payment in respect of the Series 2024 Bonds, except in connection with they payment of the Base Rentals, Additional Rentals, and Purchase Option Price, pursuant to the Lease (as those terms are defined in the Lease), which may be terminated by the County on any annual renewal date thereof in accordance with the provisions of such Lease. The Authority has no taxing powers.

Section 14. After any of the Series 2024 Bonds are delivered to the Purchaser and upon receipt of payment therefor, this Resolution shall be and remain irrevocable until the Series 2024 Bonds are deemed to have been fully discharged in accordance with the terms and provisions of the Master Resolution and the Security Documents.

Section 15. The Issuer held a public hearing on May 21, 2024, in accordance with the requirements of the Utah Local Building Authority Act.

Section 16. All bylaws, orders and resolutions of the Authority or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution, or ordinance or part thereof.

Section 17. This Resolution shall become effective immediately upon adoption by the Governing Board of the Authority.

PASSED AND APPROVED BY THE GOVERNING BOARD OF THE LOCAL
BUILDING AUTHORITY OF SAN JUAN COUNTY, UTAH, THIS MAY 21, 2024.

Chair

ATTEST:

Secretary

(S E A L)

RECORD OF PROCEEDINGS

The Governing Board of the Issuer met in public session at the regular meeting place of the Board in San Juan, Utah, on May 21, 2024 (the “Meeting”), at the hour of 11:00 a.m. with the following members of the Board being present:

Jamie Harvey	Member/Chair
Bruce Adams	Member
Sylvia Stubbs	Member/Vice Chair

Also present:

Lyman W. Duncan	Secretary
-----------------	-----------

Absent:

which constituted all the members thereof.

After the Meeting had been duly called to order and after other matters were discussed, the foregoing resolution (the “Resolution”) was introduced in written form and fully discussed.

A motion to adopt the Resolution was then duly made by Commissioner _____ and seconded by Commissioner _____, and the Resolution was put to a vote and carried, the vote being as follows:

Those voting YEA:

Those voting NAY:

Those Abstaining:

Other business not pertinent to the Resolution appears in the minutes of the Meeting. Upon the conclusion of all business on the Agenda and motion duly made and carried, the Meeting was adjourned.

CERTIFICATE OF SECRETARY

I, Lyman W. Duncan, the duly appointed and qualified Secretary of the Issuer do hereby certify that the attached Resolution is a true, accurate and complete copy thereof as adopted by the Board at a public meeting duly held on May 21, 2024 (the "Meeting"). The Meeting was called and noticed as required by law as is evidenced by the attached Certificate of Compliance with Open Meeting Law. The persons present and the result of the vote taken at the Meeting are all as shown above. The Resolution, with all exhibits attached, was deposited in my office on May 21, 2024 and is officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of the County, this May 21, 2024.

(S E A L)

Secretary

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Lyman W. Duncan, the undersigned Secretary of the Issuer do hereby certify, according to the records of the Issuer in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than 24 hours public notice of the agenda, date, time and place of the May 21, 2024, public meeting held by the Issuer as follows:

(a) By causing a Meeting Notice, in the form attached, to be posted at the principal office of the Issuer at least 24 hours prior to the convening of the meeting, the Meeting Notice having continuously remained so posted and available for public inspection until the completion of the meeting; and

(b) By causing a copy of the Meeting Notice to be posted on the County website at least 24 hours prior to the convening of the meeting.

(c) By causing a copy of the Meeting Notice to be posted on the Utah Public Notice Website at least 24 hours prior to the convening of the meeting.

In addition, I personally provided notice of the meeting to each member of the Governing Board at least 24 hours prior to convening the meeting.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this May 21, 2024.

Secretary

(S E A L)

(Attach Meeting Notice and proof of posting thereof on the Utah Public Notice Website)

EXHIBIT A

LEASE AGREEMENT

(See Transcript Document No. __)

EXHIBIT B

MASTER RESOLUTION

(See Transcript Document No. __)

EXHIBIT C

SECURITY DOCUMENT

(See Transcript Document No. __)

EXHIBIT D

GROUND LEASE

(See Transcript Document No. __)

MASTER RESOLUTION

OF

LOCAL BUILDING AUTHORITY OF SAN JUAN COUNTY, UTAH

AS ISSUER

DATED AS OF

_____, 2024

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MASTER RESOLUTION

WHEREAS, San Juan County, Utah (the “County”), has previously authorized and directed the creation of the Local Building Authority of San Juan County, Utah (the “Authority”), pursuant to the provisions of a Resolution (the “Creating Resolution”); and

WHEREAS, pursuant to the direction of the County Commission of the County (the “County Commission”) contained in the Creating Resolution, the Authority has been duly and regularly created, established and is organized and existing as a nonprofit corporation under and by virtue of the provisions of the constitution and laws of the State of Utah, including, in particular, the provisions of the Utah Revised Nonprofit Corporations Act, Title 16, Chapter 6a, Utah Code Annotated 1953, as amended (the “Nonprofit Corporation Act”) and the Utah Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended (the “Utah Local Building Authority Act” and collectively with the Nonprofit Corporation Act, the “Acts”); and

WHEREAS, under the Articles of Incorporation of the Authority (the “Articles”) the objects and purposes for which the Authority has been founded and incorporated are to acquire, improve or extend one or more projects and to finance their cost on behalf of the County in accordance with the procedures and subject to the limitations of the Acts in order to accomplish the public purposes for which the County exists; and

WHEREAS, the Authority is possessed under the Articles of all powers set forth in the Acts and the Constitution and other laws of the State of Utah, including, without limitation, the power to acquire, own, hold, lease and improve real and personal property, and to enter into agreements providing for a lease, mortgage or other conveyance of real and personal property and to issue its notes, bonds or other obligations; and

WHEREAS, the County and the Authority desire to finance the acquisition and construction of a Public Safety Building Remodel and Expansion and related improvements (the “Project”); and

WHEREAS, the Authority now desires to finance such Project through the issuance of its Lease Revenue Bonds, Series 2024 (the “Series 2024 Bonds”); and

WHEREAS, pursuant to a Lease Agreement between the Authority, as Lessor, and the County (the “Lease”), the County will lease, as lessee, the Project from the Authority on an annually renewable basis; and

WHEREAS, the County owns the land on which the Project is to be constructed and pursuant to a Ground Lease Agreement between the County, as Lessor, and the Authority, as Lessee, the Authority will lease the Project Site (as defined herein) from the County; and

WHEREAS, under the provisions of a Resolution of the County adopted on May 21, 2024 (the “County Resolution”), the County Commission has authorized and approved the execution of the Lease and Ground Lease and has authorized and approved certain actions to be taken by the Authority in connection with the financing of the Project, including the adoption of this Master Resolution and the issuance of the Series 2024 Bonds; and

WHEREAS, pursuant to the provisions of a Resolution adopted on May 21, 2024 (the “Authority Resolution”), the Governing Board of the Authority (the “Governing Board”) has authorized, approved and directed the execution of the Lease and Ground Lease, and has authorized and approved certain actions to be taken by the Authority in connection with the financing of the Project, including the adoption of this Master Resolution and the issuance of the Series 2024 Bonds hereunder; and

WHEREAS, it has been determined by the County and the Authority that the estimated amount necessary to finance the Project and the necessary expenses incidental thereto, including the cost of issuing the Series 2024 Bonds, will require the issuance, sale and delivery of the Series 2024 Bonds in the total principal amount of \$21,366,0000 bearing interest at the rate of 2.0% per annum as hereinafter provided; and

WHEREAS, in addition the Authority has obtained a grant authorization for the Project from the Community Impact Board in the amount of \$4,689,695; and

WHEREAS, the Authority has determined that the Bonds (as defined herein) shall be secured as provided herein and has ascertained and determined that the provisions herein contained for protecting and enforcing the rights and remedies of the registered owners of the Bonds are reasonable, proper and in accordance with law, and that this Master Resolution is necessary to the performance of its duties and the execution of its powers under law, and does deem and determine all of the provisions herein contained to be reasonable and proper for the security of the registered owners of the Bonds; and

WHEREAS, all acts and things required by law and by the Articles and Bylaws of the Authority necessary to make this Master Resolution a valid and binding instrument for the security of all Bonds duly issued hereunder have been done and performed, and the execution and delivery of this Master Resolution have been in all respects duly authorized; and

WHEREAS, the Series 2024 Bonds shall be issued in registered form in substantially the form set forth in Exhibit A-1 attached hereto if issued as State Bond, and in substantially the form set forth in Exhibit A-2 attached hereto if issued as Exchange Bonds, with appropriate variations, omissions and insertions as permitted or required by this Master Resolution; and

WHEREAS, all things necessary to make the Bonds when executed by the Authority and issued as in this Master Resolution provided, the valid, binding and legal

obligations of the Authority according to the import thereof, and to constitute this Master Resolution a valid assignment and pledge of the amounts pledged to the payment of the principal of and premium, if any, and interest, if any, on the Bonds, and to constitute this Master Resolution a valid assignment of (i) the rights of the Authority with respect to the Project under the Lease (except the rights of the Authority under Sections 6.3(d), 13.3 and 14.5 of the Lease) and (ii) the rights of the County with respect to the Project have been done and performed and the creation, execution and delivery of this Master Resolution, and the creation, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized:

NOW, THEREFORE, be it resolved by the Governing Board of the Local Building Authority of San Juan County, Utah as follows:

DEFINITIONS

All terms defined in Article I of the Lease shall have the same meaning in this Master Resolution unless otherwise indicated. In addition, unless the context otherwise requires, the terms defined in this Article I shall, for all purposes of this Master Resolution and the Lease, have the meaning herein specified.

“Additional Rentals” shall have the meaning attributed to it in the Lease.

“Assignment of Ground Lease” means the Assignment of Ground Lease of even date herewith by which the Authority assigns its interest in the Project to the Community Impact Board.

“Authority” means the Local Building Authority of San Juan County, Utah.

“Bond Documents” means the Lease, the Ground Lease, the Security Documents and this Master Resolution.

“Bond Fund” means the bond fund established under Section 6.2 herein.

“Bondholder” or “Registered Owner” means the person or persons in whose name or names a Bond shall be registered on the books of the Authority kept for that purpose in accordance with provisions of this Master Resolution.

“Bond” or “Bonds” means the Series 2024 Bonds of the Authority authorized herein and any Refunding Bonds and Additional Bonds issued pursuant to Sections 3.8 and 3.9, respectively.

“Community Impact Board” means the State of Utah Permanent Community Impact Fund Board, or any successor agency.

“County” means San Juan County, Utah.

“County Funds” shall have the meaning attributed to it in the Lease.

“Escrow Fund” means the escrow fund created and administered under the Escrow Agreement by the Escrow Agent.

“Escrow Agent” means the Treasurer for the State of Utah, or its successors and assigns.

“Escrow Agreement” means the Escrow Agreement, by and among the Authority, the Community Impact Board, and the Escrow Agent.

“Event of Default” means any occurrence or event specified in and defined by Section 10.1 hereof.

“Event of Non-appropriation” shall have the meaning attributed to it in the Lease.

“Exchange Bonds” means the fully registered Series 2024 Bonds issued in substantially the appropriate form set forth in Exhibit A-2, in exchange for the State Bond representing the Series 2024 Bonds or in exchange for other Exchange Bonds, in the denomination of \$1,000 or any integral multiple thereof.

“Government Obligations” means solely one or more of the following:

- (a) State and Local Government Series issued by the United States Treasury (“SLGS”);
- (b) United States Treasury bills, notes and bonds, as traded on the open market; and
- (c) Zero Coupon United States Treasury Bonds.

“Ground Lease” means the Ground Lease Agreement dated as of _____, 2024, between the Authority, as lessee, and the County, as lessor, and any amendments and supplements thereto.

“Investment Obligations” shall mean any investment permitted for investment of public funds under the State Money Management Act of 1974, Title 51, Chapter 7, Utah Code Annotated 1953, as amended, with an appropriate market value and of an appropriate maturity.

“Lease” means the Lease Agreement dated as of _____, 2024, between the Authority, as lessor, and the County, as lessee, and any amendments and supplements thereto.

“Leasehold Deed of Trust, Assignment of Rents and Security Agreement” means the Leasehold Deed of Trust, Assignment of Rents and Security Agreement of even date herewith under which the Project and Project Site are pledged as security for the Series 2024 Bonds.

“Original Issue Date” means the date on which the Series 2024 Bonds are issued and delivered in exchange for the purchase price thereof.

“Outstanding” or “Bonds Outstanding” means all Bonds which have been executed and delivered by the Authority under this Master Resolution, except:

- (a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;
- (b) Bonds for the payment or redemption of which cash funds shall have been theretofore deposited with a trustee (whether upon or prior to the maturity or redemption

date of any such Bonds); provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given;

(c) Bonds in lieu of which others have been executed under Sections 3.3, 3.4, 3.6, 3.8, 3.9, and 4.5 hereof; and

(d) Bonds deemed paid under Article IX of this Master Resolution.

“Paying Agent” with respect to the Series 2024 Bonds means the Secretary of the Authority, and his/her successors.

“Principal Payment Date” means each October 1 commencing October 1, 2025.

“Project” means the acquisition and construction of a Public Safety Building Remodel and Expansion and related improvements located in the County, as more fully described in Exhibit B.

“Project Site” means real property, as more fully described in Exhibit B hereof, upon which the Project is located and the acquisition of a leasehold interest in the Project site leased by the Authority, as lessee, from the County, as lessor, under the Ground Lease.

“Registrar” with respect to the Series 2024 Bonds means the Secretary of the Authority, and his/her successors.

“Reserve Fund Requirement” means, with respect to the Series 2024 Bonds, the maximum annual debt service on the Series 2024 Bonds (i.e., \$954,680), which amount shall be built up, pursuant to the terms of the Lease and this Master Resolution, in six annual installments of \$159,115 beginning on October 1, 2026, as provided herein.

“Security Documents” means the Leasehold Deed of Trust, Assignment of Rents and Security Agreement with respect to the Project and the Assignment of Ground Lease.

“Series 2024 Bond” or “Series 2024 Bonds” means the Authority's Lease Revenue Bonds, Series 2024 issued in the aggregate principal amount of \$21,366,0000 bearing interest at the rate of 2.0% per annum.

“State Bond” or “State Bonds” means the single fully registered Series 2024 Bond issued in substantially the form set forth in Exhibit A-1.

“Subordination Agreement” shall have the meaning attributed to it in the Lease.

THE SERIES 2024 BONDS

Section II.1. Authorized Amount of Bonds. No Series 2024 Bonds may be issued under the provisions of this Master Resolution except in accordance with this Article. The total principal amount of Series 2024 Bonds that may be issued is hereby expressly limited to \$21,366,0000, except as provided in Sections 3.3, 3.4, 3.7, 3.8, 3.9 and 4.5 hereof.

Section II.2. Issuance of Series 2024 Bonds. For purposes of (i) financing all or a portion of the cost of the Project, and (ii) paying costs of issuing the Series 2024 Bonds, the Authority hereby authorizes the issuance of its Series 2024 Bonds in the principal amount of \$21,366,0000. The Series 2024 Bonds shall be designated as, and shall be distinguished from bonds of all other series by the title, the “Local Building Authority of San Juan County, Utah Lease Revenue Bond, Series 2024”. The Series 2024 Bonds shall be issued (i) if issued as a State Bond, in substantially the form set forth in Exhibit A-1 and (ii) if issued as Exchange Bonds, in substantially the form set forth in Exhibit A-2, in fully registered form, shall bear interest at the rate of 2.0% per annum and shall be payable as specified herein. If issued as Exchange Bonds, the Series 2024 Bonds shall be in the denomination of \$1,000 or any integral multiple thereof. The Series 2024 Bonds shall be numbered from one (1) consecutively upward in order of delivery by the Registrar.

If any principal and/or interest on the Series 2024 Bonds is not paid when due and payable, the Authority shall pay interest on the delinquent amount at the rate of eighteen percent (18%) per annum from said due date until paid.

The Series 2024 Bonds shall be dated the Original Issue Date and shall be paid as provided in this Section 2.2. The Series 2024 Bonds shall be initially issued as one fully registered State Bond.

Except as provided in the next succeeding paragraph, principal payments, whether at maturity or by redemption, shall be payable upon presentation of the applicable Series 2024 Bond at the offices of the Paying Agent for endorsement or surrender, or of any successor Paying Agent. All payments shall be made in any coin or currency which on the date of payment is legal tender for the payment of debts due the United States of America.

So long as the Community Impact Board is the Registered Owner of the State Bonds, payments of principal of the Series 2024 Bonds shall be made by check or draft and mailed to the Community Impact Board as the Registered Owner at the address shown on the registration books maintained by the Registrar and the Community Impact Board, by its Chairman or his designee, shall endorse such payments upon the Series 2024 Bonds.

Interest at the rate of 2.0% per annum on the Series 2024 Bonds shall begin to accrue on October 1, 2025, and the first payment of interest to be paid on October 1, 2026. Principal, together with accrued but unpaid interest, shall be payable in registered installments beginning October 1, 2026, and each October 1 thereafter in each of the years and in the amounts as set forth in the following Repayment Schedule:

<u>Payment Date</u> <u>October 1</u>	<u>Amount of</u> <u>Principal Payment</u>	<u>Payment Date</u> <u>October 1</u>	<u>Amount of</u> <u>Principal Payment</u>
2026	\$527,000	2041	\$709,000
2027	537,000	2042	723,000
2028	548,000	2043	737,000
2029	559,000	2044	752,000
2030	570,000	2045	767,000
2031	582,000	2046	783,000
2032	593,000	2047	798,000
2033	605,000	2048	814,000
2034	617,000	2049	831,000
2035	629,000	2050	847,000
2036	642,000	2051	864,000
2037	655,000	2052	881,000
2038	668,000	2053	899,000
2039	682,000	2054	917,000
2040	695,000	2055	935,000

EXECUTION, AUTHENTICATION, DELIVERY, EXCHANGE AND REGISTRATION OF SERIES 2024 BONDS

Section III.1. Execution; Limited Obligation. The Series 2024 Bonds shall be executed on behalf of the Authority with the facsimile or manual signature of the Chair of its Governing Board and shall have impressed or imprinted thereon the official seal of the Authority and be attested with the facsimile or manual signature of the Secretary of the Governing Board of the Authority. All authorized facsimile signatures shall have the same force and effect as if manually signed.

The Series 2024 Bonds shall not be a general obligation but shall be special, limited obligations of the Authority payable solely out of and to the extent available from the Base Rentals, that portion of the Additional Rentals required to be deposited in the Reserve Fund and the Purchase Option Price, if paid by the County, under the Lease and other amounts derived from the leasing of the Project (except to the extent paid out of moneys attributable to the proceeds derived from the sale of the Series 2024 Bonds or to income from the temporary investment thereof and, under certain circumstances, moneys held in funds or accounts by the Authority as proceeds from insurance policies, performance bonds, condemnation awards and liquidation proceeds with respect to the Project). The Series 2024 Bonds shall be a valid claim of the respective Bondholders thereof only against (a) the Bond Fund, the Reserve Fund and other moneys held by the Authority for the benefit of the Bondholders and (b) the Base Rentals, that portion of the Additional Rentals required to be deposited in the Reserve Fund, the Purchase Option Price, if paid by the County, and other amounts derived from the leasing of the Project under the Lease, which funds and other amounts are hereby pledged, assigned and otherwise secured for the equal and ratable payment of the Series 2024 Bonds and shall be used for no other purpose than to pay the principal of, premium, if any, and interest, if any, on the Series 2024 Bonds, except as may be otherwise expressly authorized in this Master Resolution or in the Lease. The Authority shall not be obligated to pay the principal of the Series 2024 Bonds or other costs incident thereto except from the moneys pledged for such purposes under this Master Resolution. The Series 2024 Bonds shall never constitute an indebtedness of the County within the meaning of any constitutional limitation or statutory provision and shall not constitute or give rise to a pecuniary liability of the County or a charge against the general credit or taxing power of the County. Neither the County, nor the Authority on its behalf, has pledged the credit of the County to the payment of the Series 2024 Bonds or amounts due or to become due under the Lease. The County shall not be obligated to appropriate County Funds for the purpose of paying Base Rentals, Additional Rentals or the Purchase Option Price under the Lease, and no judgment may be entered against the County in the event of an insufficiency of moneys to pay the principal of, premium, if any, and interest, if any, on the Series 2024 Bonds. The payment obligations of the County under the Lease are subject to annual renewal and will be terminated upon the occurrence of an Event of Non-appropriation. In such event, all payments from the County under the Lease will terminate, and the Series 2024 Bonds and any interest thereon will be payable solely from

and to the extent of such moneys, if any, as may be held by the Authority under this Master Resolution (except amounts held for the payment of Bonds not deemed Outstanding) and any moneys made available from a liquidation of the Project subsequent to foreclosure of the lien of this Master Resolution and the Security Documents. No deficiency judgment subsequent to foreclosure of the lien of this Master Resolution and the Security Documents may be entered against the County or the Authority, and no breach of any provision of the Lease, the Ground Lease, the Security Documents or this Master Resolution shall impose any general obligation or liability upon or a charge against the County or the Authority or upon the general credit or taxing powers of the County. No judgment requiring a payment of money may be entered against the County under the Lease.

Section III.2. Delivery of Series 2024 Bonds. Upon the execution and delivery of this Master Resolution, the Chair and Secretary of the Authority shall execute and the Secretary of the Authority shall deliver the Series 2024 Bonds to the Community Impact Board as directed by the Authority as hereinafter in this Section 3.2

Prior to the delivery of the Series 2024 Bonds, there shall be first filed with the Authority:

(a) A copy, duly certified by the Secretary of the Authority of a resolution adopted by the Governing Board of the Authority, and a copy, duly certified by the County Clerk of the County, of a resolution of the governing body of the County, authorizing the issuance of the Series 2024 Bonds and the execution and delivery of this Master Resolution, the Lease, the Ground Lease, and the Security Documents;

(b) Original executed counterparts of the Lease, the Ground Lease, the Security Documents and this Master Resolution;

(c) An ALTA mortgagee's policy, or commitment therefor, of mortgage title insurance in an amount equal to the principal amount of the Series 2024 Bonds, issued by a title insurance company satisfactory to the Authority insuring that (i) the Authority has a valid interest in the Project Site, (ii) the County has a valid interest in the Ground Lease, (iii) the Project is subject only to Permitted Encumbrances and (iv) the Security Documents constitute a first lien on the Project Site subject only to Permitted Encumbrances. The policy shall also provide protection against any mechanic's or materialman's liens. In the event that title insurance on any portion of the property interests described above cannot be provided at the time of issuance of the Series 2024 Bonds, delivery of such title insurance shall be provided prior to disbursement of amounts to pay costs of such portion of the Project; and

(d) A certificate or other documentation evidencing that the County has insured the Project as required by Article IX of the Lease.

Section III.3. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the Authority may execute and deliver a new Bond of like date, maturity and denomination to that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Authority, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Authority evidence of such loss, theft or destruction satisfactory to the Authority, together with an indemnity satisfactory to them. In the event any such Bond shall have matured or is about to mature, instead of issuing a duplicate Bond, the Authority may pay the same without surrender thereof making such requirements as it deems fit for its protection, including a lost instrument bond or other satisfactory indemnity. The Authority may charge the Bondholder of such Bond with its reasonable fees and expenses in this connection.

Section III.4. Exchange of State Bonds to Exchange Bonds. As long as the Community Impact Board is the sole Registered Owner of the Series 2024 Bonds, the Series 2024 Bonds shall be issued only as a State Bond in the form prescribed in Exhibit A1. It is recognized that the Community Impact Board may sell or otherwise transfer the Series 2024 Bonds pursuant to the provisions of the State Financing Consolidation Act, Title 63, Chapter 65, Utah Code Annotated 1953, as amended, or otherwise. In the event the Community Impact Board determines to sell or otherwise transfer all or a portion of the Series 2024 Bonds pursuant to the State Financing Consolidation Act, or otherwise, the State Bond may be exchanged at the office of the Paying Agent for a like aggregate principal amount of Exchange Bond in accordance with the provisions of this Section 3.4. Exchange Bonds may thereafter be exchanged from time to time for other Exchange Bond in accordance with Section 3.5 hereof. Any Series 2024 Bonds, or any portion thereof, which is sold or otherwise transferred or liquidated by the Community Impact Board pursuant to the State Financing Consolidation Act, or otherwise, shall be in the form of an Exchange Bond prescribed in Exhibit A-2, and shall be executed pursuant to authorization contained in Section 3.5 hereof. Each payment on the State Bond not previously paid or canceled shall be represented by an equivalent principal amount of Exchange Bonds, in authorized denominations, and of like maturity. The Authority and its officers shall execute and deliver such documents and perform such acts as may reasonably be required by the Authority to accomplish the exchange of the State Bond for Exchange Bond, provided that the Community Impact Board shall pay or cause to be paid all costs and other charges incident to such exchange and the Authority shall have no obligation to pay any such costs or charges.

Section III.5. Registration and Transfer Provisions. The Authority shall cause books for the registration and for the transfer of the Series 2024 Bonds to be kept by the Secretary who is hereby appointed the Registrar of the Authority with respect to the Series 2024 Bonds. Any Series 2024 Bonds may, in accordance with its terms, be transferred only upon the registration books kept by the Registrar, by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Series 2024 Bonds for cancellation, accompanied by delivery of a written

instrument of transfer in a form approved by the Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the Registrar. Upon surrender for transfer of any Series 2024 Bonds duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Registrar and duly executed by, the Registered Owner or his or her duly authorized attorney, the Authority shall execute and deliver in the name of the transferee or transferees, a new bond or bonds of the same maturity for a like aggregate principal amount as the Series 2024 Bonds surrendered for transfer. Series 2024 Bonds may be exchanged at the office of the Registrar for a like aggregate principal amount of Series 2024 Bonds or other authorized denominations of the same series and maturity. The execution by the Authority of any Series 2024 Bonds of any authorized denomination shall constitute full and due authorization of such denomination, and the Registrar shall thereby be authorized to deliver such Series 2024 Bonds. The Registrar shall not be required to transfer or exchange any Exchange Bond at any time following the mailing of notice calling such Series 2024 Bonds for redemption.

The Series 2024 Bonds surrendered for final payment, redemption or exchange, shall be promptly canceled and destroyed by the Authority in accordance with Section 3.6 hereof.

The Authority, the Registrar and the Paying Agent may treat and consider the person in whose name each Series 2024 Bond is registered on the registration books kept by the Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and for all other purposes whatsoever, and neither the Authority, nor the Registrar nor the Paying Agent shall be affected by any notice to the contrary. Payment of any Bond shall be made only to or upon order of the Registered Owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The Authority may require the payment by the Registered Owner requesting exchange or transfer of Series 2024 Bonds of any tax or other governmental charge and any service charge which are required to be paid with respect to such exchange or transfer and such charges shall be paid before a corresponding new Bond shall be delivered.

Section III.6. Destruction of Bond. Whenever any Outstanding Bond shall be delivered to the Authority for cancellation pursuant to this Master Resolution, upon final payment of the principal amount thereby, or for replacement or exchange, transfer or partial redemption pursuant to Sections 3.3, 3.4, 3.8 or 4.5 hereof, such Bond shall be promptly canceled and cremated or otherwise destroyed by the Authority and counterparts of a certificate of destruction evidencing such cremation or other destruction shall be furnished by the Authority to the County.

Section III.7. Temporary Bonds. Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bond shall be of such denomination or denominations as may be determined by the Authority, and may contain such reference to any of the provisions of this Master Resolution as may be appropriate. Every temporary Bond shall be executed and delivered by the Authority upon the same conditions and in substantially the same manner as the definitive Bond. If the Authority issues temporary Bonds, it will execute and furnish definitive Bonds at the Authority's expense (and without cost to the Bondholders of such temporary Bond) without unreasonable delay and thereupon the temporary Bond may be surrendered for cancellation and exchange therefor at the principal office of the Authority, and the Authority shall execute and deliver in exchange for such temporary Bond an equal aggregate principal amount of definitive registered Bond of authorized denominations of the same series and the same maturity. Until so exchanged, the temporary Bond shall be entitled to the same benefits under this Master Resolution as definitive Bond executed and delivered hereunder.

Section III.8. Issuance of Refunding Bonds. To the extent permitted by law, the Authority may, at the request of the County authorize the issuance of Refunding Bonds upon the terms and conditions provided herein. Refunding Bonds may be issued to provide funds to refund the Bonds then Outstanding, in whole or in part, and to pay the costs of the issuing the Refunding Bonds and other costs reasonably related to the financing as shall be agreed upon by the County and the Authority; provided, however, that (1) the Authority shall not be in default under this Master Resolution, the Security Documents or the Lease or any provision thereof or hereof, and the issuance of Refunding Bonds shall not constitute a default under the Lease or cause any violation of the covenants or representations of the County or the Authority in the Lease, the Security Documents or in this Master Resolution unless the issuance of the Refunding Bonds shall cure such default; (2) no Event of Default or Event of Non-appropriation shall have occurred and be continuing under the Lease; (3) the Authority shall have otherwise complied with the provisions of this Section 3.8 with respect to the issuance of such Refunding Bonds; and (4) so long as the Community Impact Board is the owner of the Series 2024 Bonds, the Authority shall obtain the written approval of the Community Impact Board for the Authority prior to issuing Refunding Bonds for the Bonds owned by the Community Impact Board.

Section III.9. Additional Bonds. So long as the Lease is in effect and no Event of Default under this Master Resolution, the Security Documents, the Ground Lease, or the Lease has occurred and is continuing and so long as no Event of Non-appropriation has occurred and is continuing, one or more series of Additional Bonds may be issued, executed and delivered for the purpose of financing (i) costs to complete construction of the Project (except to the extent the costs of completing the project are to be paid out of the proceeds of the sale of the Series 2024 Bonds or income from the temporary investment thereof or, under certain circumstances, from moneys held in funds or accounts by the Authority, or from the proceeds of insurance policies, performance bonds, condemnation awards or from liquidation proceeds with respect to the Project),

(ii) costs of additions or improvements to the Project or (iii) the cost of acquiring, constructing, equipping and furnishing of any sites, buildings or equipment or continuation thereof, for the use and benefit of the County, but only to the extent that (I) such additional sites, buildings and equipment, or any combination thereof, constitute a “project” within the meaning of the Utah Local Building Authority Act, and (II) the Lease and the Security Documents are amended as herein provided to include such sites, buildings and equipment as part of the Project there under. Additional Bonds shall be payable solely from the Base Rentals and the Purchase Option Price, if paid by the County, and other amounts derived from the leasing of the Project. Additional Bonds may be issued in one or more series, shall be executed by the Authority and, upon payment to the Authority of the purchase price thereof, shall be delivered by the Authority to or upon the order of the purchasers thereof, but only upon there being filed with the Authority:

(a) Evidence of the authorization of the Authority for such issuance, and an approval by the County of the terms of the Additional Bonds, the purchase price to be paid therefor and the manner in which the proceeds therefrom are to be disbursed as required under the Lease;

(b) Original executed counterparts of a supplemental resolution, a supplement (if necessary) to the Security Documents, and an amendment of the Lease expressly providing that, for all purposes of this Master Resolution and the Lease the “Project” shall include any facilities being financed by the Additional Bonds and that the Bond shall mean and include the Additional Bond being issued as well as any Bond and Additional Bond theretofore issued, and further providing for an increase in the Base Rentals to be paid by the County under the Lease in such amount as shall be necessary to pay, assuming that no Event of Default or Event of Nonappropriation shall occur, the principal of, premium, if any, and interest, if any, on the Bond and the Additional Bonds being issued and any Additional Bonds theretofore issued, and to extend the Lease Term if the maturity of any of the Additional Bonds would otherwise occur after the expiration of the then current Lease Term. The date or dates of the Additional Bonds, the rate or rates of interest on the Additional Bonds, and the redemption provisions (if any) with respect thereto all shall be as provided in the supplemental resolution rather than as provided in this Master Resolution, and may differ from the provisions with respect to the Bond set forth in this Master Resolution, except that interest, if any, on such Additional Bonds shall be payable on October 1 of each year during the term thereof and principal of the Additional Bond shall, in each year in which principal falls due, be payable on October 1;

(c) A written opinion of nationally recognized bond counsel, to the effect that the issuance of the Additional Bonds and the execution thereof have been duly authorized, all conditions precedent to the delivery thereof have been fulfilled;

(d) A date-down endorsement to the ALTA mortgagee title insurance policy issued in connection with the issuance of the Series 2024 Bonds, which endorsement shall insure to the date of issuance of such Additional Bonds and the recording of any supplement to the Security Documents the continuing validity of the lien thereof, as modified by any supplement to the Security Documents, as a first and prior lien on the premises thereby secured, subject only to Permitted Encumbrances, and which endorsement shall increase the amount of title insurance coverage thereunder to an amount at least equal to the principal amount of the Additional Bonds plus the amount of coverage originally provided in such policy and naming the Authority and the registered owner of the Bond as an insured or, in the alternative, such policy shall be delivered prior to any disbursements being made for such portion of the Project for which a policy cannot be delivered at closing;

(e) A copy, duly certified by the County Clerk of the County, of the resolution adopted and approved by the governing body of the County and a copy, duly certified by the Secretary of the Authority of a resolution adopted by the governing board of the Authority, approving the issuance of such Additional Bonds and the terms thereof;

(f) If such series of Additional Bonds is being issued in whole or in part for construction purposes, (i) a copy, duly certified by the Secretary of the Authority, of the project contract and architect's agreement with respect to such construction and the performance and payment bond covering such project contract, or a requirement to deliver the same prior to disbursements being made with respect to such portion of the Project, and (ii) a certificate of the architect or engineer responsible for planning and designing any such construction which sets forth the estimated useful life of the project, as so improved and extended, in compliance with the Utah Local Building Authority Act;

(g) A written opinion of counsel to the County as to the legal, valid and binding nature of the amendment to the Lease (to the extent applicable) as against the County and such other matters as may be reasonably required by the purchasers of such Additional Bonds;

(h) A written opinion of counsel to the Authority as to the legal, valid and binding nature of the amendment to the Lease, Ground Lease, and the supplement to this Master Resolution and the Security Documents as against the Authority and such other matters as may be reasonably required by the purchasers of such Additional Bonds;

(i) A certificate of the Authority, stating that as of the date of such delivery no event or condition has happened or exists and is continuing, or is happening or existing, which constitutes, or which, with notice or lapse of time or both, would constitute, an Event of Default under this Master Resolution, the

Security Documents, the Gound Lease or the Lease and there has not occurred and is then continuing an Event of Nonappropriation;

(j) If the Community Impact Board is the present owner of the Series 2024 Bonds, the written approval of the Community Impact Board for the Authority to issue the Additional Bonds; and

(k) Such other agreements, certificates, documents and opinions as are required to be delivered to the purchasers of such Additional Bonds, each in form and substance satisfactory to the Authority and, as to opinions, addressed to the Authority if the Authority so directs.

Each series of Additional Bonds issued pursuant to this Master Resolution shall be equally and ratably secured under this Master Resolution and the Security Documents with the Bond and all other series of Additional Bonds, if any, theretofore issued pursuant to this Master Resolution, without preference, priority or distinction of any Bond over any other thereof.

REDEMPTION OF BOND BEFORE MATURITY

Section IV.1. Redemption Dates and Prices.

(a) The Series 2024 Bonds are subject to prepayment and redemption at any time, in whole or in part (if in part, in integral multiples of \$1,000), at the election of the Authority in inverse order of the due date of the principal installments thereof, upon notice given as hereinafter set forth, at a redemption price equal to the principal amount to be so prepaid, plus accrued interest, if any, to the date of prepayment or redemption.

(b) The Series 2024 Bonds are also subject to prepayment and redemption in whole on any date, if (i) the Project or a material portion thereof is damaged or destroyed or taken in a condemnation proceeding, or a material defect in the construction of the Project shall become apparent, or title to or the use of all or any material portion of the Project shall be lost by reason of a defect in title thereto, (ii) the Net Proceeds (as defined in the Lease) of any insurance policy, performance bond or condemnation award made available by reason of one or more such occurrences shall be insufficient to pay in full the cost of repairing and replacing the Project, and (iii) the County elects to discharge its obligation to repair and replace the Project by depositing such Net Proceeds into the Bond Fund. Upon the deposit of such Net Proceeds into the Bond Fund, payment obligations of the County with respect to the Project under the Lease shall terminate and the County shall have no further obligation for the payment of Base Rentals and Additional Rentals with respect to the Project thereunder, and possession of the Project shall be surrendered to the Authority for the Bondholders. Thereafter, the Security Documents may, subject to the limitations set forth in Article X hereof, be foreclosed and the Project liquidated and the Net Proceeds of such liquidation and the Net Proceeds of any insurance policy, performance bond or condemnation award deposited in the Bond Fund as provided above, as well as all other moneys on deposit in any fund created under the Master Resolution (except moneys held for the payment of principal of the Bond not then deemed Outstanding), shall be applied to the prepayment or redemption of the Bonds at the earliest possible redemption date. Such prepayment or redemption of the Bond shall be made upon payment of the principal amount of the Bonds then Outstanding plus accrued interest, if any, thereon, all in accordance with this Master Resolution. In the event that the amount available to prepay the Bonds under this paragraph following a liquidation of the Project is less than the amount required to pay the Bonds in full to the prepayment date, the Bonds shall be redeemed in whole and the amount available applied as provided in Section 10.8(b) of this Master Resolution. IN THE EVENT THE BONDS ARE TO BE PREPAID SUBSEQUENT TO THE OCCURRENCE OF AN EVENT DESCRIBED IN THIS PARAGRAPH BY PAYMENT OF AN AMOUNT LESS THAN THE OUTSTANDING PRINCIPAL AMOUNT THEREOF AND ACCRUED INTEREST, IF ANY, TO THE

PREPAYMENT DATE, NO FURTHER CLAIM FOR PAYMENT MAY BE HAD BY THE HOLDERS OF THE BOND AGAINST THE AUTHORITY OR THE COUNTY.

(c) Except as otherwise provided above in Section 4.1(b), in the event that the Bonds are prepaid, such prepayment will be made at a price equal to 100% of the principal amount of the Bonds to be prepaid plus accrued interest to the prepayment date.

Section IV.2. Notice of Redemption.

(a) In the event any of the Bonds are to be redeemed, the Registrar shall cause notice to be given as provided in this Section 4.2. Notice of such redemption shall be mailed by first class mail, postage prepaid, to all registered owners of the Bonds to be redeemed at their addresses as they appear on the registration books of the Registrar at least thirty (30) days but not more than forty-five (45) days prior to the date fixed for redemption. Such notice shall state the following information:

(i) the complete official name of the Bonds, including series, to be redeemed and the identification numbers of the Bonds being redeemed;

(ii) any other descriptive information needed to identify accurately the Bonds being redeemed, including, but not limited to, the original issue date of such Bonds;

(iii) in the case of partial redemption of any Bond, the respective principal amounts thereof to be redeemed;

(iv) the date of mailing of redemption notices and the redemption date;

(v) the redemption price;

(vi) that on the redemption date the redemption price will become due and payable upon each Bond or portion thereof called for redemption; and

(vii) the place where the Bonds are to be surrendered for payment of the redemption price, designating the name and address of the redemption agent and the name and telephone number of a contact person.

(b) Upon the payment of the redemption price of the Bonds being redeemed, each check or other transfer of funds issued for such purpose shall identify the Bonds being redeemed with the proceeds of such check or other transfer.

(c) The Registrar shall not give a notice of redemption until there are on deposit with the Paying Agent sufficient funds for the payment of the redemption price.

A second notice of redemption shall be given, not later than ninety (90) days subsequent to the redemption date, to registered owners of the Bonds or portions thereof redeemed but who failed to deliver their bonds for redemption prior to the 60th day following such redemption date. Any notice mailed shall be conclusively presumed to have been duly given, whether or not the Registered Owner of the Bonds receives the notice. Receipt of such notice shall not be a condition precedent to such redemption, and failure to so receive any such notice by any of the Registered Owners thereof shall not affect the validity of the proceedings for the redemption of the Bonds.

In case any Bond is to be redeemed in part only, the notice of redemption which relates to such Bond shall state also that on or after the redemption date, upon surrender of such Bond, a new Bond in principal amount equal to the unredeemed portion of such Bond will be issued.

Section IV.3. Redemption Payments. No payment shall be made by the Authority upon any Bond or portion thereof called for prepayment or redemption until such Bond or portion thereof shall have been delivered for payment or cancellation or the Authority shall have received the items required by Section 3.3 hereof with respect to any mutilated, lost, stolen or destroyed Bond.

Section IV.4. Cancellation. All Bonds which have been redeemed shall not be reissued but shall be canceled and cremated or otherwise destroyed by the Authority in accordance with Section 3.6 hereof.

Section IV.5. Partial Redemption of Bond. Upon surrender of any Bond for prepayment or redemption in part only, the Authority shall execute and deliver to the Bondholder thereof a new Bond of the same series and the same maturity, of authorized denominations in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered, which new Bond shall be a fully registered Bond.

GENERAL COVENANTS

Section V.1. Payment of Principal of, Premium, if any, and any Interest. The Authority covenants that it will promptly pay the principal of, premium, if any, and interest, if any, on every Bond issued under this Master Resolution at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof, but solely from the Base Rentals, the Bond Fund, the Reserve Fund and the Purchase Option Price, if paid by the County under the Lease with respect to the Project and other amounts derived from the leasing of the Project and otherwise as provided herein, in the Security Documents, and in the Lease, which amounts are hereby specifically pledged to the payment thereof in the manner and to the extent herein and in the Lease specified, and nothing in the Bonds or in this Master Resolution shall be construed as pledging any other funds or assets of the Authority or the County. The Authority shall in no event be liable for the payment of the principal of, premium, if any, or any interest on any of the Bonds or for the performance of any pledge, obligation or agreement undertaken by the Authority except to the extent of the moneys pledged herein or in the Security Documents as security for the Bonds.

Section V.2. Performance of Covenants; the Authority. The Authority covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Master Resolution, the Lease, the Ground Lease, the Security Documents, any and every Bond executed and delivered hereunder and in all of its proceedings pertaining hereto. The Authority covenants that (a) it is duly authorized under its Articles, the Constitution and laws of the State of Utah, including a resolution duly adopted by the County Commission of the County, to issue the Bonds authorized hereby, execute this Master Resolution, assign the Lease and pledge the Bond Fund, the Reserve Fund, the Base Rentals, the Purchase Option Price and other amounts hereby pledged in the manner and to the extent herein set forth, (b) that all action on its part for the issuance of the Series 2024 Bonds and the execution and delivery of the Lease and Security Documents and this Master Resolution has been duly and effectively taken, and (c) that the Series 2024 Bonds in the hands of the Bondholders are and will be valid and enforceable special, limited obligations of the Authority according to the terms thereof and hereof.

Section V.3. Ownership; Instruments of Further Assurance. The Authority covenants that it will own an interest in the Project and any property becoming a part of the Project shall be acquired and kept free of all liens and encumbrances, except Permitted Encumbrances. The Authority will defend the title to and interest in the Project and each part thereof, for the benefit of the Bondholders against the claims and demands of all persons whomsoever, except for claims and demands arising from Permitted Encumbrances as provided in the Lease. To the extent necessary and to the extent it may lawfully do so, the County will join with the Authority in any action taken by the Authority pursuant to the provisions of the preceding sentence. The Authority will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered such resolutions supplemental hereto and such further acts, instruments and

transfers as reasonably required for the better assuring, transferring, conveying, pledging, assigning and confirming all and singular the Bond Fund, the Reserve Fund, the Project, the Base Rentals, Purchase Option Price and other amounts pledged hereby to the payment of the principal of, premium, if any, and any interest on the Series 2024 Bonds. The Authority, except as herein and in the Lease provided, will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project or the Base Rentals, the Additional Rentals, Purchase Option Price, or other revenues and receipts there from or its rights under the Lease, subject to Permitted Encumbrances.

Section V.4. Perfection of Security Interest. (a)

(a) This Master Resolution creates a valid and binding pledge and assignment of and security interest in all of the personal property pledged under the Master Resolution as security for payment of the Bonds, enforceable by the Bondholders in accordance with the terms thereof.

(b) Under the laws of the State of Utah, such pledge and assignment and security interest is automatically perfected by Section 11-14-501, Utah Code Annotated 1953, as amended, and is and shall be prior to any judicial lien hereafter imposed on the personal property pledged to enforce a judgment against the Authority on a simple contract.

Section V.5. Inspection of Project Books. All books and records of the Authority wherever located relating to the Project and the Base Rentals, the Additional Rentals, the Purchase Option Price and other amounts derived from the Project shall at all reasonable times be open to inspection by such accountants or other agents as the Bondholders may from time to time designate.

Section V.6. List of Bondholders. The Authority shall keep a list of names and addresses of the Bondholders of all Bonds as from time to time are registered on the registration books maintained by the Registrar, together with the principal amount and numbers of such Bonds. At reasonable times and under reasonable regulations, said list may be inspected and copied by the County or by Bondholders (or a designated representative thereof) of 25% or more in aggregate principal amount of Bonds then Outstanding, such ownership and the authority of such designated representative to be evidenced to the satisfaction of the Authority.

Section V.7. Rights Under Lease and the Security Documents. The Lease and the Security Documents set forth the covenants and obligations of the Authority and the County. Reference is hereby made to the same for a detailed statement of said covenants and obligations of the Authority and the County thereunder, and the Authority may enforce all rights of the Authority and all obligations of the County under and pursuant to the Lease and the Security Documents for and on behalf of the Bondholders, whether or not the County is in default hereunder.

Section V.8. Designation of the Secretary as Registrar and Paying Agent and Designation of Any Additional Paying Agents. The Secretary is hereby designated and agrees to act as Registrar and Paying Agent for and in respect to the Series 2024 Bonds. The Authority may appoint additional paying agents from time to time by giving notice of such appointments to the Bondholders. The Authority hereby covenants and agrees to cause the necessary arrangements to be made for the making available of funds hereunder for the payment of such of the Series 2024 Bonds as shall be presented when due at the principal office of the Paying Agent.

Section V.9. Filing of Records. So long as any Series 2024 Bonds remain outstanding, proper books of record and account will be kept by the Authority separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the Project. Each Bondholder or any duly authorized agent or agents of such holder shall have the right at all reasonable times to inspect all records, accounts and data relating thereto and to inspect the Project and all properties constituting the Project. Except as otherwise provided herein, the Authority further agrees that it will within one hundred eighty (180) days following the close of each fiscal year (the term "fiscal year" as used in this subsection meaning whatever twelve-month period the Authority may from time to time be using for general financial accounting purposes) cause an audit of such books and accounts to be made by an independent firm of certified public accountants, showing the receipts and disbursements for account of the Project, and that such audit will be available for inspection by each Bondholder upon request; provided, however, as long as the Community Impact Board is the registered owner of the State Bond, each such audit will be supplied to the Community Impact Board as soon as completed without prior request therefor by the Community Impact Board. At a minimum, each such audit shall include the following:

- (a) A statement in detail of the revenues and expenditures of the Project for the fiscal year;
- (b) A balance sheet as of the end of the fiscal year;
- (c) The accountant's comments regarding the manner in which the Authority has carried out the requirements of this Master Resolution, and the accountant's recommendations for any change or improvement;
- (d) A list of the insurance policies in force at the end of the fiscal year, setting out as to each policy, the amount of the policy, the risks covered, the name of the insurer, and the expiration date of the policy; and
- (e) An analysis of all funds and accounts created in this Master Resolution, setting out all deposits and disbursements made during the fiscal year and the amount in each fund or account at the end of the fiscal year.

The Community Impact Board may, upon written request from the Authority setting forth the reasons why a certified audit is not necessary or is impractical, waive the audit requirements for any particular fiscal year set forth in this Section 5.9.

REVENUES AND FUNDS

Section VI.1. Source of Payment of Bond. The Series 2024 Bonds herein authorized and all payments by the Authority hereunder are not general obligations of the Authority but are special, limited obligations payable solely from the Base Rentals, the Bond Fund, the Reserve Fund, the Purchase Option Price, if paid by the County under the Lease and other amounts derived from the Project under the Lease and as provided herein.

The Project has been leased under the Lease and the Base Rentals and the Purchase Option Price provided in Sections 6.2 and 12.1, respectively, of the Lease are to be remitted directly to the Authority and deposited in the Bond Fund along with all other moneys authorized or required to be deposited in the Bond Fund under the Lease. Such Base Rentals and Purchase Option Price are hereby pledged to such payment.

Section VI.2. Creation of Bond Fund. There is hereby established and maintained by the Authority a fund to be designated “Local Building Authority of San Juan County, Utah, Series 2024 Bond Fund” (the “Bond Fund”), which shall be used to pay the principal of and premium, if any, and any interest on the Series 2024 Bonds. All funds deposited in the Bond Fund are hereby pledged to the payment of the principal of, premium, if any, and any interest on the Series 2024 Bonds.

Section VI.3. Payments into the Bond Fund. There shall be deposited into the Bond Fund all accrued interest received, if any, at the time of the issuance, sale and delivery of the Bonds. In addition, there shall be deposited into the Bond Fund, as and when received, (i) any amount in the Escrow Fund directed to be paid into the Bond Fund pursuant to Section 7.3 of the Lease or any amount in the Reserve Fund directed to be paid into the Bond Fund in accordance with the provisions of Section 6.7 hereof; (ii) the Net Proceeds of any insurance policy, performance bond or condemnation award to be deposited in the Bond Fund pursuant to Sections 10.2 and 10.3 of the Lease; (iii) all Base Rentals and the Purchase Option Price, if paid by the County, with respect to the Project specified in Section 12.1 of the Lease; and (iv) all other moneys received by the Authority under and pursuant to any of the provisions of the Lease which are required or which are accompanied by directions that such moneys are to be paid into the Bond Fund. The Authority hereby covenants and agrees that so long as any of the Bonds issued hereunder are Outstanding, it will deposit in the Bond Fund for its account, any moneys which are pledged under this Master Resolution for the payment of the principal of, premium, if any, and any interest on the Bonds and which are required to be deposited into the Bond Fund.

The Authority covenants and agrees that should there be an Event of Default or an Event of Non-appropriation under the Lease with the result that the right of possession of the Project is returned to the Authority, the Authority shall fully cooperate with the Bondholders to fully protect the rights and security of the Bondholders and shall diligently proceed in good faith and, if requested by any Bondholder, shall use its best

efforts to secure a purchaser or another lessee of the Project so that at all times sufficient rents and other amounts will be derived from the Project promptly to meet and pay the principal of, premium, if any, and any interest on the Bonds as the same become due and payable, as well as to cover the cost of all Additional Rentals with respect to the Project required under the Lease. Nothing herein shall be construed as requiring the Authority to operate the Project or to use any funds or revenues from any source other than the rents and other amounts derived from the Project.

Section VI.4. Use of Moneys in Bond Fund. Except as provided herein, moneys in the Bond Fund shall be used solely for the payment of the principal of, premium, if any, and any interest on the Bonds including any mandatory sinking fund payments of principal of the Bonds, and for the redemption of the Bonds prior to maturity. The Bond Fund shall be depleted for purposes of making debt service payments on the Bonds at least annually. The Authority shall maintain sub accounts within the Bond Fund with respect to each series of Bonds in order to properly account for and apply all moneys deposited therein for their intended purposes. Except as otherwise provided herein, all Bonds authorized hereunder will be equally secured by an equal lien pledge of moneys deposited in the Bond Fund.

Section VI.5. Custody of Bond Fund. The Bond Fund shall be in the custody of the Authority, and the Authority shall withdraw sufficient funds from the Bonds Fund to pay the principal of and premium, if any, and interest, if any, on the Bonds as the same become due and payable, and to utilize the moneys in the Bond Fund as provided in Section 6.4 hereof.

Section VI.6. Creation of Reserve Fund. There is hereby established and maintained by the Authority a fund in the name of the Authority to be designated "Local Building Authority of San Juan County, Utah Reserve Fund" which shall be expended in accordance with the provisions of Section 6.7 hereof. All funds deposited in the Reserve Fund are hereby pledged to the payment of the principal of, premium, if any, and any interest on the Series 2024 Bonds.

Section VI.7. Deposit to and Use of Moneys in the Reserve Fund. Beginning October 1, 2026, and on each October 1 thereafter, there shall be deposited into the Reserve Fund, from the Additional Rentals received by the Authority, the amount of \$159,115 per year for six years or until there is on deposit in the Reserve Fund the sum of the Reserve Fund Requirement for the Series 2024 Bonds, which is \$954,680. The Authority shall maintain sub accounts within the Reserve Fund in order to properly account for and apply all moneys deposited therein for their intended purposes. Any moneys held in the Reserve Fund shall be invested and reinvested by the Authority in Investment Obligations. Moneys held in the Reserve Fund shall be applied as follows:

- (a) If within five (5) Business Days preceding any Principal Payment Date the moneys held in the Bond Fund are insufficient to pay all interest, if any, and principal due and payable on such Principal Payment Date, the Authority

shall transfer, on or before such date, moneys from the Reserve Fund to the Bond Fund to the extent that the amount of money so transferred plus all moneys then held in the Bond Fund shall be sufficient to pay all interest, if any, premium, if any, and principal payments due and payable on such date (such moneys to be used for the payment of the principal of, premium, if any, or any interest on the Bonds); and

(b) In the event that the County shall exercise its option to purchase the Project and terminate its payment obligations under the Lease upon payment of the Purchase Option Price, the Authority shall transfer all moneys held in the Reserve Fund to the Bond Fund.

In the event moneys are drawn from the Reserve Fund to pay principal of, premium, if any, or any interest on the Series 2024 Bond such that the balance remaining in the Reserve Fund is less than the Reserve Fund Requirement, the Authority shall replenish the Reserve Fund to the Reserve Fund Requirement upon receipt of Additional Rentals to be paid by the County pursuant to Section 6.3 of the Lease.

On November 1 of each year any moneys held in the Reserve Fund in excess of the Reserve Fund Requirement shall be immediately transferred to the Bond Fund. To the extent so paid, such excess shall reduce the amount of the succeeding Base Rental otherwise payable under the Lease.

Section VI.8. Deposit of Series 2024 Bonds Proceeds; Escrow Fund; Disbursements. The Chair and Secretary of the Authority are hereby authorized and directed to execute with Community Impact Board and the Utah State Treasurer (the “Escrow Agent”) an escrow agreement, substantially in the form attached hereto as Exhibit C (the “Escrow Agreement”), which form may be modified by the Chair and Secretary of the Authority prior to execution and the execution by those officers of the Escrow Agreement shall constitute full approval of any such modifications for purposes of effecting the provisions of this Master Resolution. Upon the issuance of the Series 2024 Bonds, the proceeds from the sale of the Series 2024 Bonds shall be deposited into the escrow fund (the “Escrow Fund”) created pursuant to the Escrow Agreement and shall be disbursed pursuant to the provisions of the Escrow Agreement. All monies deposited in the Escrow Fund shall be used solely for the purpose of defraying all or a portion of the costs of the Project including the payment of costs of issuance of the Series 2024 Bonds. Proceeds from the sale of the Series 2024 Bonds on deposit in the Escrow Fund may be invested as provided in the Escrow Agreement. Any unexpended balance remaining in the Escrow Account after completion of the Project shall be repaid to each entity or party that contributed funds to the Escrow Fund in proportion to the amount originally deposited into the Escrow Fund. The amount, if any, so attributed to excess bond proceeds shall be transferred for deposit into the Bond Fund and applied to the prepayment of the Series 2024 Bonds in the inverse order of the due date of the principal installments thereof. Following the repayment and/or transfer of the unexpended balance in the Escrow Fund, the Escrow Fund shall be closed.

Section VI.9. Nonpresentment of Bond. In the event that any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for prepayment or redemption thereof, or otherwise, if funds sufficient to pay any such Bond are on deposit with the Authority for the benefit of the Bondholders thereof, all liability of the Authority to the Bondholder thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Bondholder of such Bond who shall thereafter be restricted exclusively to such funds, for any claim on its part under this Master Resolution, the Security Documents or on, or with respect to, such Bond.

Section VI.10. Repayment to the County from Bond Fund or Reserve Fund. Any amounts remaining in the Bond Fund or the Reserve Fund after payment in full of the principal of, premium, if any, and any interest on the Bonds and all other amounts required to be paid hereunder shall be paid immediately to the County as an overpayment of Base Rentals or Additional Rentals.

Section VI.11. Custody of Separate Trust Fund. The Authority shall hold all Net Proceeds from any insurance policy, performance bond or condemnation award and deposit such proceeds into a separate trust fund for disbursement in accordance with Article X of the Lease. The Authority shall establish and maintain separate sub accounts within such trust fund in order to properly account for and apply all moneys deposited therein for their intended purposes. If the County directs that the Net Proceeds be applied to redeem the Bonds pursuant to Section 10.3 of the Lease, the Authority covenants and agrees to transfer such funds to the Bond Fund and to redeem the Bond as provided in Section 4.1 herein.

INVESTMENT OF MONEYS

Section VII.1. Authority to Invest Funds. Any moneys held as part of the Bond Fund, the Reserve Fund or any other fund shall be invested and reinvested by the Authority in Investment Obligations in accordance with the provisions hereof and Section 7.5 of the Lease. The Reserve Fund is to be invested in Investment Obligations with maturities of less than twelve months. The Authority shall sell and reduce to cash a sufficient amount of such investments whenever the cash balance in the Bond Fund is insufficient to pay the principal of, premium, if any, and any interest on the Bonds when due.

Section VII.2. Method of Valuation and Frequency of Valuation. In computing the amount in any fund or account, Investment Obligations shall be valued at their market value, exclusive of accrued interest. All funds and accounts are to be marked to market valuation conducted on an annual basis by the Authority.

RIGHTS OF THE COUNTY

Section VIII.1.Subordination of Lease to Master Resolution; Certain Rights to County. As provided in Section 12.1 of the Lease, the Lease and the County's interest in the Project and its interest as lessee under the Lease, shall at all times be subject to the lien of this Master Resolution; provided, however, that so long as no Event of Default hereunder or an Event of Non-appropriation has occurred and is then continuing, the Lease shall remain in full force and effect notwithstanding such subordination, and the County shall not be disturbed by the Authority or the Bondholders in its possession, use and enjoyment of the Project or portions thereof during the term of the Lease or in the enjoyment of the Lease. This Master Resolution and the rights and privileges hereunder of the Bondholders are specifically made subject and subordinate to the rights and privileges of the County set forth in Section 12.1 of the Lease to exercise its option to purchase the Project in the event of, and subsequent to, the occurrence of an Event of Default, but prior to the liquidation of the Project; provided, however, that as a condition of the exercise of such option, the County must pay, in addition to the Purchase Option Price, any interest payment deficiencies accruing from the date of the Event of Default or Event of Non-appropriation. The Authority agrees that it shall execute and deliver any instrument necessary or appropriate at any time to enable the County to enjoy its rights and privileges under the Lease, including without limitation, those referred to in Section 8.2 hereof and under the Subordination Agreement.

Section VIII.2.Granting of Rights in and to the Project. Reference is made to the provisions of the Lease, including without limitation Section 11.6 of the Lease, whereby the Authority and the County have reserved the right to grant rights in and to certain portions of the Project upon compliance with the terms and conditions of the Lease.

Section VIII.3.Release of Equipment Forming a Part of the Project. Reference is made to the provisions of the Lease, whereby the County may remove certain items of equipment constituting part of the Project upon substitution of similar property of comparable or greater value or upon deposit into the bond Fund of sale proceeds from the sale of the equipment so removed, all in accordance with the terms and conditions of the Lease.

DISCHARGE OF LIEN

If the Authority shall pay or cause to be paid, or there shall be otherwise paid or provisions for payment made to or for the Bondholders, the principal of and premium, if any, and interest, if any, due or to become due on the Bonds at the times and in the manner stipulated therein, and if the Authority shall not then be in default in any of the other covenants and promises in the Bonds and the Security Documents and in this Master Resolution expressed as to be kept, performed and observed by it or on its part, then these presents and the estate and rights hereby granted shall cease, determine and be void, whereupon the Authority shall cancel and discharge the lien of this Master Resolution, and release, assign and deliver unto the County any and all the estate, right, title and interest in and to any and all rights or otherwise subject to the lien of this Master Resolution, including amounts in the Bond Fund and the Reserve Fund required to be paid to the County under Section 6.10 of this Master Resolution and all rights granted under the Security Documents, except moneys or securities held by the Authority for the payment of the principal of and premium, if any, and interest, if any, on the Bonds.

Any Bond shall be deemed to be paid within the meaning of this Article and for all purposes of this Master Resolution when payment of the principal of and the applicable redemption premium, if any, on such Bond, plus interest, if any, thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Master Resolution, or otherwise), either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) the Authority shall have irrevocably set aside in trust exclusively for such payment, (1) moneys sufficient to make such payment, and/or (2) non-callable Government Obligations maturing as to principal and interest in such amount and at such times as will ensure, without reinvestment, the availability of sufficient moneys to make such payment. At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits of this Master Resolution or the Security Documents, except for the purposes of any such payment from such moneys or Government Obligations.

Notwithstanding the foregoing, no deposit under clause (ii) of the immediately preceding paragraph shall be deemed a payment of such Bond as aforesaid until: (a) proper notice of redemption of such Bond shall have been previously given in accordance with Article IV of this Master Resolution, or in the event such Bond is not by its terms subject to redemption within the next sixty (60) days, until the Authority shall have given notice to the Bondholders of the Bond, in accordance with Article IV hereof, that the deposit required by (ii) above has been made with the Authority and that said Bond is deemed to have been paid in accordance with this Article IX, and stating the maturity or redemption date upon which moneys will be available for the payment of the principal or redemption price, if applicable, on such Bond and calling the Bond for redemption prior to maturity pursuant to this Master Resolution; or (b) the maturity of such Bond.

All moneys so deposited with the Authority as provided in this Article IX may at the direction of the Authority also be invested and reinvested in Government Obligations,

maturing in the amounts and at times as hereinbefore set forth, and all income from all Government Obligations in the hands of the Authority pursuant to this Article IX which is not required for the payment of the Bonds and interest and premium, if any, thereon with respect to which such moneys shall have been so deposited, shall be deposited in the Bond Fund as and when realized and collected for use and application as are other moneys deposited in that fund.

Notwithstanding anything to the contrary contained in this Master Resolution, all moneys or Government Obligations set aside and held in trust pursuant to the provisions of this Article IX for the payment of a Bond (including interest and premium thereon, if any) shall be applied to and used solely for the payment of the particular Bond (including interest and premium thereof, if any) with respect to which such moneys and Government Obligations have been so set aside in trust.

DEFAULT PROVISIONS AND REMEDIES

Section X.1. Events of Default. If any of the following events occur, it is hereby declared to constitute an “Event of Default” under this Master Resolution:

- (a) Failure to pay when due interest, if any, on any Bond;
- (b) Failure to pay when due the principal of, or premium, if any, on any Bond, whether at the stated maturity thereof, or upon proceedings for redemption thereof, or upon the maturity thereof by declaration;
- (c) Failure to perform or observe any of the other covenants, agreements or conditions on the part of the Authority contained in this Master Resolution or in the Bonds and failure to remedy the same after notice thereof pursuant to Section 10.13 hereof;
- (d) The occurrence of an Event of Default under any of the Bond Documents on the part of either the Authority or the County;
- (e) The Authority shall for any reason be rendered incapable of fulfilling its obligations hereunder;
- (f) The Authority (1) is adjudged insolvent by a court of competent jurisdiction, (2) admits in writing its inability to pay its debts generally as they become due, (3) files a petition in bankruptcy, (4) makes an assignment for the benefit of creditors, or (5) consents to the appointment of a receiver of itself or property with respect to the Project;
- (g) An order, judgment or decree shall be entered by any court of competent jurisdiction appointing, without the consent of the Authority, a receiver of the Authority or of the property with respect to the Project, and such order, judgment or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of such appointment;
- (h) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against the Authority under the provisions of any bankruptcy act and such order, judgment or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of entry of such order, judgment or decree;
- (i) Under the provisions of any other law now or hereafter existing for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Authority or of the property with respect to the Project or any part thereof, and such custody or control shall not be terminated within sixty (60) days from the date of assumption of such custody or control, or

(j) Subject to the limitations contained in the Lease, the Authority shall unreasonably delay or fail to carry on with reasonable dispatch, or shall discontinue construction of any substantial part of the Project.

Section X.2. Acceleration, Limitation on Remedies. Upon the occurrence of an Event of Default, the Bondholders of not less than 25% in aggregate principal amount of the Bonds Outstanding may, by notice in writing delivered to the Authority, declare the principal of all Bonds then Outstanding and the interest, if any, accrued thereon immediately due and payable, and such principal and interest, if any, shall thereupon become and be immediately due and payable. With respect to the Series 2024 Bonds, such amounts of principal of and interest, if any, payable thereon shall bear interest from the date of acceleration, as herein provided, until paid at the rate of eighteen percent (18%) per annum, unless otherwise waived in whole or in part by all of the Bondholders.

Upon any sale made either under the power of sale given in this Article X or given in the Security Documents or under a judgment, order or decree made in any judicial proceedings for the foreclosure or enforcement of this Master Resolution and/or the Security Documents, the principal of all Bonds then Outstanding, if not previously due, shall at once become and be immediately due and payable without declaration or notice by the Bondholders.

Notwithstanding anything to the contrary contained in this Master Resolution, no deficiency judgment upon foreclosure of the lien of this Master Resolution or of the Security Documents against the Project may be entered against the County or the Authority, and no breach of any provision of the Lease, the Ground Lease, the Security Documents or the Master Resolution shall impose any general obligation or liability upon or a charge against the County or the Authority or upon the general credit or taxing powers of the County. Additionally, no judgment requiring a payment of money may be entered against the County by reason of an Event of Default or an Event of Non-appropriation under the Lease.

Notwithstanding anything to the contrary contained herein, the rights and privileges of the Bondholders are subject to the right of the County to purchase the Project as set forth in the Lease and the Bondholders shall make no final sale or other final disposition of any interest in the Project pursuant to any available foreclosure remedy without notifying the County in writing of the occurrence of an Event of Default, and allowing the County ninety (90) days from the mailing of such notice to exercise their respective options to purchase the Project.

Section X.3. Surrender of Possession of Project; Rights and Duties of Authority in Possession. Upon the occurrence of an Event of Default under this Master Resolution, the Authority shall, upon demand of the Bondholders, forthwith surrender possession of the Project, and it shall be lawful for the Bondholders, by such officer or agent as they may appoint, to take possession of all or any part of the Project together with the books, papers and accounts of the Authority pertaining thereto, and including the rights and the

possession of the Authority with respect to the Project under the Lease and Ground Lease and to make all needful repairs and improvements as the Bondholders shall deem wise. Upon the occurrence of an Event of Default, the Bondholders may execute a written notice of default and an election to cause the Project or any portion thereof to be sold (subject to the reversionary rights of the County retained in the Project Site under the Ground Lease) to satisfy the obligations of the Authority under this Master Resolution in accordance with the provisions of the Security Documents and/or may cause a sale of personal property as provided by law. The Bondholders may also lease or otherwise dispose of the Project in the name and for the account of the Authority and in such manner as the Bondholders, in their sole discretion, may elect. In connection with any such sale or leasing of the Project, the Bondholders may collect, receive and sequester the rental payments, revenues, earnings, income, products and profits therefrom, and out of the same and any moneys received from any receiver pay or set up the proper reserve for the payment of all proper costs and expenses of so taking, holding, leasing, selling and managing the same, including reasonable compensation to the Bondholders, their agents and counsel, and any charges of the Bondholders hereunder, and any taxes and assessments and other charges prior to the lien of this Master Resolution and the Security Documents which the Bondholders may deem it wise to pay, and all expenses of such repairs and improvement, and apply the remainder of the moneys so received in accordance with the provisions of Section 10.8 hereof. Upon payment of all that is due under the Bonds and upon all defaults having been cured or waived, the Bondholders shall surrender their possession of the Project to the Authority; the right of entry, however, to exist upon any subsequent Event of Default.

While in possession of the Project, the Bondholders shall render annually to the Authority and the County, at their addresses set forth in the registration book required by Section 5.6 hereof, a summarized statement of income and expenditures in connection therewith.

While any Bonds are Outstanding, the Authority shall not exercise any of the remedies on default specified in Section 14.2 of the Lease without the prior written consent of the Bondholders.

Section X.4. Other Remedies; Rights of Bondholders. Except as otherwise provided in this Master Resolution, upon the occurrence of an Event of Default under this Master Resolution, the Bondholders may pursue any available remedy by suit at law or in equity to enforce the payment of the principal of, premium, if any, and any interest on the Bonds then Outstanding.

No remedy by the terms of this Master Resolution conferred upon or reserved to the Bondholders is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Bondholders hereunder or now or hereafter existing at law or in equity.

No delay or omission to exercise any right or power accruing upon any default or Event of Default under this Master Resolution shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein; and such right and power may be exercised from time to time as often as may be deemed expedient.

No waiver of any default or Event of Default hereunder by the Bondholders shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

Section X.5. Right of Bondholders to Direct Proceedings. The Bondholders of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right at any time to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Master Resolution, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Master Resolution.

Section X.6. Appointment of Receivers. Upon the occurrence of an Event of Default under this Master Resolution, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Bondholders under this Master Resolution, the Bondholders of a majority in aggregate principal amount of the Bonds then Outstanding shall be entitled to the appointment of a receiver or receivers of the Project and of the rents, revenues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section X.7. Waiver. Upon the occurrence of an Event of Default under this Master Resolution, neither the Authority, nor anyone claiming through or under it, shall set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement of this Master Resolution, and the Authority, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws.

Section X.8. Application of Moneys. All moneys received on behalf of the Bondholders pursuant to any right given or action taken under the provisions of this Article shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made, be deposited in the Bond Fund and all moneys in the Bond Fund shall be applied as follows:

- (a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST - To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege; and

SECOND - To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, on any of the Bonds which shall have become due (other than Bonds matured or called for redemption for the payment of which moneys are held pursuant to the provisions of this Master Resolution), in the order of their due dates, with delinquent interest on such Bonds from the respective dates upon which they became due and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege; and

THIRD - To be held for the payment to the persons entitled thereto as the same shall become due of the principal of and premium, if any, and interest, if any, on the Bonds which may thereafter become due either at maturity or upon call for redemption prior to maturity and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with interest then due and owing thereon, payment shall be made ratably according to the amount of principal due on such date to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest, if any, then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, if any, to the persons entitled thereto without any discrimination or privilege, plus, if available, with interest on overdue installments of interest or principal at the same rate as the rate of the respective Bond or Bonds which are past due.

(c) If the principal of all the Bonds shall have been declared due and payable, and if such declarations shall thereafter have been rescinded and annulled under the provisions of this Article X then, subject to the provisions of Section 10.8(b) of this Master Resolution in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of Section 10.8(a) of this Master Resolution.

Whenever moneys are to be applied pursuant to the provisions of this Section 10.8, such moneys shall be applied at such times, and from time to time, as any duly appointed receiver shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Setting aside such moneys in trust for the proper purpose shall constitute proper application by such receiver, and such receiver shall have no liability whatsoever to the Bondholders or to any other person for any delay in applying any such moneys, so long as the receiver acts with reasonable diligence, having due regard for the circumstances, and ultimately applies the same in accordance with the circumstances known at the time of the application by the receiver. Whenever the Authority or a receiver shall apply such funds, it shall fix the date (which shall be a Principal Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Authority shall not be required to make payment on any Bond until such Bond shall be presented for appropriate endorsement or for cancellation if fully paid.

Whenever the principal of and premium, if any, and interest, if any, on all Bonds has been paid under the provisions of this Section 10.8 and all expenses and charges of the Authority have been paid any balance remaining in the Bond Fund shall be paid to the County as provided in Section 6.10 of this Master Resolution as overpayment of Base Rentals.

Section X.9. Remedies Vested. All rights of action under this Master Resolution or under any of the Bonds may be enforced by or on behalf of the Bondholders without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto and any such suit or proceeding instituted for or by the Bondholders shall be brought for the equal and ratable benefit of the Bondholders of the Outstanding Bond.

Section X.10. Rights and Remedies of Bondholders. No Bondholder shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Master Resolution or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless such default shall have become an Event of Default under this Master Resolution; it being understood and intended that no one or more Bondholders shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Master Resolution by its, his, her or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the Bondholders of all Bonds then Outstanding. Nothing contained in this Master Resolution, however, shall affect or impair the right of any Bondholder to enforce the payment of the principal of, premium, if any, and any interest on any Bond at and after the maturity thereof, or the obligation of the Authority to pay the Bonds issued hereunder to the respective Bondholders thereof at the time, place, from the source and in the manner provided in the Bonds.

Section X.11. Termination of Proceedings. In case the Bondholders shall have proceeded to enforce any right under this Master Resolution by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Authority and the Bondholders shall be restored to their former positions and rights hereunder respectively, and all rights, remedies and powers of the Bondholders shall continue as if no such proceedings had been taken.

Section X.12. Waivers of Events of Default. The Bondholders may waive any Event of Default under this Master Resolution and its consequences and rescind any declaration of maturity of principal; provided, however, that there shall not be waived (1) any Event of Default under this Master Resolution in the payment of the principal of any Outstanding Bond at the date of maturity specified therein, or (2) any Event of Default in the payment when due of the interest on any such Bond unless prior to such waiver or rescission, all arrears of interests, on overdue installments of interest or all arrears of payments of principal when due, as the case may be, both with interest at the same rate as the rate of the respective Bond or Bonds which are past due, and all expenses of the Bondholders, in connection with such Event of Default shall have been paid or provided for, and in cases of any such waiver or rescission, or in case any proceeding taken by Bondholders on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Authority and the Bondholders shall be restored to their former positions and rights hereunder respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section X.13. Notice of Events of Default under Section 10.1(c); Opportunity of the Authority and the County to Cure Such Events of Default. Anything herein to the contrary notwithstanding, no default under Section 10.1(c) hereof shall constitute an Event of Default under this Master Resolution until (a) actual notice of such default by registered or certified mail shall be given to the Authority and the County by the Bondholders of not less than 25% in aggregate principal amount of all Bonds Outstanding, (b) the Authority and the County shall have had thirty (30) days after receipt of such notice to correct the default or cause the default to be corrected, and (c) neither the Authority nor the County shall have corrected the default or caused the default to be corrected within the applicable period; provided, however, that, if the default be such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default under this Master Resolution if corrective action is instituted by the Authority or the County within the applicable period and diligently pursued, to the satisfaction of the Bondholders until the default is corrected. With regard to any default concerning which notice is given to the Authority and the County under the provisions of this Section 10.13, the Authority hereby grants the County full authority for account of the Authority to perform any covenant or obligation alleged in said notice to constitute a default, in the name and stead of the Authority with full power to do any and all things and acts to the same extent that the Authority could do and perform any such things and acts and with power of substitution.

Section X.14. Cooperation of Authority. The Authority covenants and agrees that should there be an Event of Default or an Event of Nonappropriation under the Lease with the result that the right of possession of the Project is returned to the Authority, the Authority shall fully cooperate with the Bondholders to fully protect the rights and security of the Bondholders and shall diligently proceed in good faith and, if requested by the Bondholders, shall use its best efforts to secure a purchaser or another lessee of the Project so that at all times sufficient rents and other amounts will be derived from the Project promptly to meet and pay the principal of an premium, if any, and interest on the Bonds as the same become due and payable, as well as to cover the cost of all Additional Rentals with respect to the Project required under the Lease. Nothing herein shall be construed as requiring the Authority to operate the Project or to use any funds or revenues from any source other than the rents and other amounts derived from the Project.

SUPPLEMENTAL RESOLUTIONS

Section XI.1. Supplemental Resolutions Not Requiring Consent of Bondholders

. The Authority may, without consent of, or notice to, any of the Bondholders enter into a resolution or resolutions supplemental to this Master Resolution which shall not be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Master Resolution;

(b) To grant to or confer upon the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders;

(c) To subject to this Master Resolution additional revenues, properties or collateral;

(d) To modify, amend or supplement this Master Resolution or any resolution supplemental hereto in such matter as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of any of the states of the United States of America, and, if they so determine, to add to this Master Resolution or any resolution supplemental hereto such other terms, conditions and provisions as may be determined by said laws;

(e) To evidence the appointment of a separate paying agent or the succession of a paying agent hereunder;

(f) To issue Refunding Bonds or Additional Bonds in accordance with this Master Resolution and the Lease; provided, however, that so long as the Community Impact Board is the owner of any of the Series 2024 Bonds, the Authority must obtain its prior written approval for the issuance of Additional or Refunding Bonds; and

(g) To make any other change that does not materially adversely affect the rights of any Bondholder.

Section XI.2. Supplemental Resolutions Requiring Consent of Bondholders.

Exclusive of supplemental resolutions covered by Section 11.1 hereof and subject to the terms and provisions contained in this Section 11.2, and not otherwise, the Bondholders of not less than 51% in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Master Resolution to the contrary notwithstanding, to consent to and approve the execution by the Authority of

such other resolution or resolutions supplemental hereto as shall be deemed necessary and desirable by the Authority for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Master Resolution or in any supplemental resolution; provided, however, that nothing in this Section 11.2 or in Section 11.1 hereof contained shall permit, or be construed as permitting, (i) an extension of the maturity of the principal of, or the interest on, any Bond issued hereunder, or (ii) a reduction in the principal amount of, or redemption premium on, any Bond or the rate of interest thereon, or (iii) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (iv) a reduction in the aggregate principal amount of the Bond required for consent to such supplemental resolutions, or (v) the creation of any lien ranking prior to or on a parity with the lien of this Master Resolution, the Lease, and the Security Documents on the Project any part thereof (except in connection with the issuance of Refunding Bonds or Additional Bonds), or (vi) the deprivation with respect to the Bondholder of any Bond then Outstanding of the lien hereby created on the Project, without the prior consent of the Bondholders of 100% of the Bonds affected by such action.

If at any time the Authority shall desire to enter into any such supplemental resolution for any of the purposes of this Section 11.2, it shall cause notice of the proposed adoption of such supplemental resolution to be given by registered or certified mail to the Bondholder of each Bond shown by the list of Bondholders required by the terms of Section 5.6 hereof. Such notice shall briefly set forth the nature of the proposed supplemental resolution and shall state that copies thereof are on file at the principal office of the Authority for inspection by all Bondholders. If the Bondholders of not less than 51% in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such supplemental resolution shall have consented to and approved the execution thereof as herein provided, no holder of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Authority from adopting the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental resolution as in this Article XI permitted and provided, this Master Resolution shall be and be deemed to be modified and amended in accordance therewith.

Anything therein to the contrary notwithstanding, so long as no Event of Default or Event of Non-appropriation with respect to the Project shall have occurred and be continuing under the Lease, a supplemental resolution under this Article shall not become effective unless and until the County shall have consented to the execution and delivery of such supplemental resolution. In this regard, the Authority shall cause notice of the proposed adoption of any such supplemental resolution together with a copy of the proposed supplemental resolution to be delivered to the County at least fifteen (15) days prior to the proposed date of adoption of any such supplemental resolution. The County shall be deemed to have consented to the adoption and delivery of any such supplemental resolution if the Authority does not receive a letter of protest or objection thereto signed

by or on behalf of the County on or before the fifteenth day after the mailing of said notice.

AMENDMENT OF LEASE

Section XII.1. Amendments, etc. to Lease Not Requiring Consent of Bondholders. The Authority and the County shall without the consent of or notice to the Bondholders consent to any amendment, change or modification of the Lease (to the extent applicable) as may be required (i) by the provisions of this Master Resolution and the Lease (including those provisions applicable to the issuance of Refunding Bonds and Additional Bonds), (ii) for the purpose of curing any ambiguity or formal defect or omission, (iii) so as to more precisely identify the Project or the Project Site described in Exhibit A to the Lease and Exhibit B to this Master Resolution or substitute or add improvements or equipment to the Project or rights or interests in the property acquired in accordance with the provisions of the Lease, (iv) in connection with any amendment to this Master Resolution pursuant to Section 11.1 hereof, or (v) in connection with any other change therein which, in the judgment of the Authority, is not to the prejudice of the Bondholders.

Section XII.2. Amendments, etc. to the Lease Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in Section 12.1 hereof, the Authority shall not consent to any other amendment, change or modification of the Lease (to the extent applicable) without first mailing a notice thereof and having received written approval or consent of the Bondholders of not less than 51% in aggregate principal amount of the Bonds then Outstanding as provided in this Section 12.2. If at any time the Authority and the County shall request the consent of the Bondholders to any such proposed amendment, change or modification of the Lease, the Authority shall cause notice of such proposed amendment, change or modification to be given in the same manner as provided by Section 11.2 of this Master Resolution with respect to supplemental resolutions. Such notice shall (a) briefly set forth the nature of such proposed amendment, change or modification, (b) and shall state that copies of the instrument embodying the same are on file at the office of the Authority for inspection by all Bondholders, and (c) set forth the manner in which Bondholders are to give or withhold their consent to the proposed amendment, change or modification of the Lease. No such amendment, change or modification of the Lease shall alter the requirement that Bondholders of at least 51% in aggregate principal amount of the Bonds then Outstanding must consent to any amendment, change or modification of the Lease, or reduce or postpone payments required to be made under the Lease without the consent of all of the Bondholders of the Bonds then Outstanding. Approval or consent shall be evidenced in a manner acceptable to the Authority.

MISCELLANEOUS

Section XIII.1.Consents, etc. of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Master Resolution to be signed and executed by the Bondholders may be in any number of concurrent documents and may be executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds shall be sufficient for purposes of this Master Resolution if made in the following manner:

(a) The fact and date of the execution by any person of any such writing shall be evidenced by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by an affidavit of any witness to such execution.

(b) The fact of ownership of the Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same, shall be evidenced by the registration books of the Authority pursuant to Section 3.5 of this Master Resolution.

Section XIII.2.Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Master Resolution, the Security Documents or the Bonds is intended or shall be construed to give to any person or company other than the parties hereto, and the holders of the Bonds, any legal or equitable right, remedy or claim under or with respect to this Master Resolution or any covenants, conditions and provisions herein contained; this Master Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Bondholders as herein provided.

Section XIII.3.Severability. If any provision of this Master Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section XIII.4.Notices. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram addressed as follows: If to the Authority, to the Local Building Authority of San Juan County, 117 South Main, Monticello, Utah 84535, Attention: Chair; if to the Bondholders, to their addresses as shown on the registration list; if to the County, to San Juan County, 117 South Main, San Juan, Utah 84535, Attention: Chair; if to the Community Impact Board, to State of Utah Permanent Community Impact Fund Board, 140 E. 300 S., First Floor

(Olene S. Walker Bldg), Salt Lake County, Utah 84111, Attention: Fund Manager. A duplicate copy of each notice required to be given hereunder to either the Authority or the County shall also be given to the others. The Authority, the County and the Bondholders may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section XIII.5.Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of interest, if any, on or principal of the Bonds or the date fixed for redemption of any Bond shall be in the State of Utah a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then payment of principal and premium, if any, or interest, if any, need not be made on such date but may be made on the next succeeding business day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section XIII.6.Applicable Provisions of Law. This Master Resolution shall be governed by and construed in accordance with the laws of the State of Utah.

Section XIII.7.Rules of Interpretation. Unless expressly indicated otherwise, references to Sections or Articles are to be construed as references to Sections or Articles of this instrument as originally executed. Use of the words “herein”, “hereby”, “hereunder”, “hereof”, “hereinbefore”, “hereinafter” and other equivalent words refer to the Master Resolution and not solely to the particular portion in which any such word is used.

Section XIII.8.Captions. The captions or headings in this Master Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Master Resolution.

ADOPTED as of this _____, 2024.

LOCAL BUILDING AUTHORITY OF
SAN JUAN COUNTY, UTAH

Attest:

By: _____
Secretary

By: _____
Chair

(L B A S E A L)

EXHIBIT A-1

(FORM OF STATE BONDS)

UNITED STATES OF AMERICA

LOCAL BUILDING AUTHORITY OF SAN JUAN COUNTY, UTAH

LEASE REVENUE BOND

SERIES 2024

Principal Sum	Interest Rate	Original Issue Date
\$21,366,0000	2.0%	_____, 2024

The Local Building Authority of San Juan County, Utah, a nonprofit corporation duly organized and existing within the State of Utah under its Articles of Incorporation and under the Constitution and laws of the State of Utah (the “Authority”), for value received, promises to pay solely and to the extent available from the sources hereinafter provided, to the State of Utah acting through the Permanent Community Impact Fund Board or Registered Owner last named on the Registration Certificate attached hereto, the Principal Sum specified above, bearing interest at the rate of 2.0% per annum which shall begin to accrue on October 1, 2025, (calculated on the basis of a year of 360 days comprised of twelve 30-day months), payable on October 1 of each year, beginning October 1, 2026. Principal installments, together with accrued but unpaid interest, shall be payable in registered installments beginning October 1, 2026 and each October 1 thereafter with principal in the amounts and on the Payment Dates as set forth in the following Repayment Schedule:

REPAYMENT SCHEDULE

<u>Payment Date</u> <u>October 1</u>	<u>Amount of</u> <u>Principal Payment</u>	<u>Payment Date</u> <u>October 1</u>	<u>Amount of</u> <u>Principal Payment</u>
2026	\$527,000	2041	\$709,000
2027	537,000	2042	723,000
2028	548,000	2043	737,000
2029	559,000	2044	752,000
2030	570,000	2045	767,000
2031	582,000	2046	783,000
2032	593,000	2047	798,000
2033	605,000	2048	814,000
2034	617,000	2049	831,000

2035	\$629,000	2050	\$847,000
2036	642,000	2051	864,000
2037	655,000	2052	881,000
2038	668,000	2053	899,000
2039	682,000	2054	917,000
2040	695,000	2055	935,000

Except as provided in the next succeeding paragraph, principal payments, whether at maturity or by redemption, shall be payable upon surrender of this Bond at the offices of the Paying Agent, or of any successor Paying Agent.

As long as the State of Utah Permanent Community Impact Fund Board is the registered holder of this Bond, installment payments of principal shall be made by check or draft mailed to the State of Utah Permanent Community Impact Fund Board as the registered holder at the address shown on the registration books maintained by the Registrar.

This Bond represents an issue of Local Building Authority of San Juan County, Utah, Lease Revenue Bonds, Series 2024 (the “Series 2024 Bonds”) issued for the purpose of (i) financing a portion of the costs of the acquisition and construction of a Public Safety Building Remodel and Expansion and related improvements in San Juan County, Utah (the “Project”), and (ii) paying necessary expenses incidental thereto, including the costs of issuing the Series 2024 Bonds. The project site (as defined in the Lease) has been leased by San Juan County, Utah (the “County”), a body politic of the State of Utah, to the Authority pursuant to the terms of a Ground Lease dated as of _____, 2024 (which agreement, as from time to time amended and supplemented, is hereinafter referred to as the “Ground Lease”). The Project has been leased by the Authority to the County, under the terms of an annually renewable Lease Agreement dated as of _____, 2024 (which agreement, as from time to time amended and supplemented, is hereinafter referred to as the “Lease”). Under the Lease, the County has agreed to pay annual rental payments to the Authority (the “Base Rentals”) in consideration of its right to use the Project and for the purchase option granted therein. In addition to the Base Rentals, the County has agreed to pay certain other payments (the “Additional Rentals”) sufficient to pay administrative costs of the Authority, the required deposits to the Reserve Fund under the Master Resolution (as hereinafter defined), and certain insurance premiums, taxes and other expenses with respect to the Project expressly required under the Lease. Under the Lease, the County has been granted an option to purchase the Project and terminate its payment obligations with respect to the Project under the Lease at any time upon payment of the Purchase Option Price (as defined in the Lease) which amount shall be sufficient to pay the principal of, premium, if any, and any interest on the Series 2024 Bonds as the same shall become due and payable in accordance with their terms at maturity or at the earliest applicable prepayment or redemption date as provided in the Master Resolution. THE PURCHASE OPTION PRICE IS PAYABLE SOLELY AT THE OPTION OF THE COUNTY AND THE

COUNTY IS UNDER NO OBLIGATION TO EXERCISE ITS OPTION TO PURCHASE THE PROJECT.

If any installment of principal and/or interest on this Bond is not paid when due and payable, the Authority shall pay interest on the delinquent installment at the rate of eighteen percent (18%) per annum from such due date until paid.

This Bond is issued under and secured by and entitled to the protection of the Master Resolution dated as of _____, 2024, of the Authority (which Master Resolution, as from time to time amended and supplemented, is hereinafter referred to as the “Master Resolution”), duly adopted by the Authority by resolution on May 21, 2024, and pursuant to which all Base Rentals and that portion of the Additional Rentals required to be deposited in the Reserve Fund payable by the County under the Lease and the Purchase Option Price, if paid by the County under the Lease, are assigned to secure the payment of principal of, premium, if any, and any interest on the Series 2024 Bonds. Additionally, the Authority has granted a security interest in the Project to the holders of the Series 2024 Bonds, pursuant to a Deed of Trust, Assignment of Rents and Security Agreement, as defined in the Master Resolution (the “Security Documents”), to further secure its obligations hereunder.

The obligation of the County to pay Base Rentals and Additional Rentals with respect to the Project is subject to the annual renewal of the Lease and to the right of the County to terminate its payment obligations with respect to the Project under the Lease in the event that there shall be a failure to appropriate for the purpose of paying Base Rentals and Additional Rentals. In the event that the County's payment obligations under the Lease shall terminate by reason of a failure to appropriate (referred to herein as an “Event of Non-appropriation”) or by reason of an Event of Default (as defined in the Lease) the principal amount of this Bond will be payable from such moneys, if any, as may be available under the Master Resolution for such purpose, including any moneys received from a liquidation or other disposition of the Project, including a foreclosure of the lien of the Security Documents. Under certain circumstances, the Series 2024 Bonds may also be payable from the proceeds of title or casualty insurance policies, performance bonds of contractors for the Project, condemnation awards and liquidation proceeds with respect to the Project.

The Master Resolution provides that the Authority may hereafter issue Refunding Bonds (the “Refunding Bonds”) or Additional Bonds (the “Additional Bonds”) from time to time under certain terms and conditions contained therein and in the Lease and, if issued, the Refunding Bonds and/or the Additional Bonds will rank on a parity with this Bond and be equally and ratably secured and entitled to the protection of the Master Resolution and the Security Documents (the Series 2024 Bonds, including this Bond, the Refunding Bonds and the Additional Bonds are referred to herein as the “Bonds”). Reference is hereby made to the Lease, the Security Documents and the Master Resolution for a description of the property pledged and assigned, the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the County, the Authority and the holders of the Bonds, the issuance of

Refunding Bonds or Additional Bonds, the terms under which the Bonds are issued and secured, the terms and conditions under which the Bonds will be deemed to have been paid, at or prior to maturity of the Bonds, and the rights of the holders of the Bonds upon the occurrence of an Event of Default or an Event of Non-appropriation.

The Series 2024 Bonds constitute special, limited obligations of the Authority. Except to the extent payable from the proceeds of the Series 2024 Bonds and the income from the investment thereof, the proceeds of certain funds held by the Authority, the proceeds of certain insurance policies, performance bonds and condemnation awards or the proceeds, if any, from a liquidation or other disposition of the Project subsequent to foreclosure of the lien of the Master Resolution and the Security Documents, the Series 2024 Bonds are payable solely from Base Rentals, that portion of the Additional Rentals required to be deposited in the Reserve Fund and the Purchase Option Price, if paid by the County under the Lease. Payments under the Lease may be made only from County Funds (as defined in the Lease) which are budgeted and appropriated by the County for such purpose.

Neither the Lease nor the Series 2024 Bonds shall constitute or give rise to a general obligation indebtedness of the County, or a charge against the County or the general credit or taxing power of the County. Neither the County nor the Authority on its behalf, has pledged the credit of the County to the payment of the Series 2024 Bonds, or amounts due or to become due under the Lease. The Authority has no taxing power.

THE COUNTY IS NOT OBLIGATED TO APPROPRIATE COUNTY FUNDS FOR THE PURPOSE OF PAYING BASE RENTALS, ADDITIONAL RENTALS OR THE PURCHASE OPTION PRICE UNDER THE LEASE, AND NO JUDGMENT MAY BE ENTERED AGAINST THE COUNTY IN THE EVENT OF AN INSUFFICIENCY OF MONEYS TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST, IF ANY, ON THE SERIES 2024 BONDS, INCLUDING THIS BOND. THE LEASE IS SUBJECT TO ANNUAL RENEWAL AND THE COUNTY'S PAYMENT OBLIGATIONS UNDER THE LEASE WILL BE TERMINATED UPON THE OCCURRENCE OF AN EVENT OF NON-APPROPRIATION. IN SUCH EVENT, ALL PAYMENTS FROM THE COUNTY UNDER THE LEASE WILL TERMINATE AND THE SERIES 2024 BONDS, INCLUDING THIS BOND, WILL BE PAYABLE SOLELY FROM AND TO THE EXTENT OF SUCH MONEYS, IF ANY, AS MAY BE HELD BY THE AUTHORITY UNDER THE MASTER RESOLUTION (EXCEPT FOR MONEYS HELD FOR BONDS NOT THEN DEEMED OUTSTANDING) AND ANY MONEYS MADE AVAILABLE FROM A LIQUIDATION OR OTHER DISPOSITION OF THE PROJECT SUBSEQUENT TO FORECLOSURE OF THE LIEN OF THE MASTER RESOLUTION AND THE SECURITY DOCUMENTS. UPON THE OCCURRENCE OF AN EVENT OF NON-APPROPRIATION OR AN EVENT OF DEFAULT UNDER THE LEASE, THERE IS NO GUARANTY OR ASSURANCE OF ANY PAYMENT OF THE SERIES 2024 BONDS, INCLUDING THIS BOND.

No deficiency judgment upon foreclosure may be entered against the County or the Authority, and no breach of any provision of the Lease, the Ground Lease, the Security Documents, the Bonds or the Master Resolution shall impose any general obligation or liability upon or a charge against the County, or the Authority or the general credit or taxing powers of the County. No judgment requiring a payment of money may be entered against the County by reason of an Event of Default or an Event of Non-appropriation under the Lease.

This Bond shall be registered in the name of the Registered Owner and any subsequent purchasers in the registration book in the office of the Secretary of the Authority, who shall be the Registrar. This Bond is transferable only by notation upon the registration book by the Registered Owner hereof in person or by his attorney duly authorized in writing, by the surrender of this Bond, together with a written instrument of transfer satisfactory to the Authority, duly executed by the Registered Owner or his or her attorney duly authorized in writing; thereupon, this Bond shall be delivered to and registered in the name of the transferee.

The Authority may deem and treat the Registered Owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof, premium, if any, and any interest due hereon and for all other purposes and the Authority shall not be affected by any notice to the contrary.

This Bond is subject to prepayment and redemption at any time, in whole or in part (if in part, in integral multiples of \$1,000), at the election of the Authority in inverse order of the due date of the principal installments hereof, upon notice given as set forth in the Master Resolution. Except as otherwise provided in the following paragraph, in the event that this Bond is prepaid, such prepayment will be made at a price equal to 100% of the principal amount of the Bonds to be prepaid pay plus accrued interest on delinquent payments to the prepayment date.

The Series 2024 Bonds are also subject to prepayment and redemption in whole on any date, if (i) the Project or a material portion thereof is damaged or destroyed or taken in a condemnation proceeding, or a material defect in the construction of the Project shall become apparent, or title to or the use of all or any material portion of the Project shall be lost by reason of a defect in title thereto, (ii) the Net Proceeds (as defined in the Lease) of any insurance policy, performance bond or condemnation award made available by reason of one or more such occurrences shall be insufficient to pay in full the cost of repairing and replacing the Project, and (iii) the County elects to discharge its obligation to repair and replace the Project by depositing such Net Proceeds into the Bond Fund. Upon the deposit of such Net Proceeds into the Bond Fund, payment obligations of the County with respect to the Project under the Lease shall terminate and the County shall have no further obligation for the payment of Base Rentals and Additional Rentals with respect to the Project there under, and possession of the Project shall be surrendered to the Authority for the Bondholders. Thereafter, the Security Documents may, subject to the limitations set forth in Article X of the Master Resolution,

be foreclosed and the Project liquidated and the Net Proceeds of such liquidation and the Net Proceeds of any insurance policy, performance bond or condemnation award deposited in the Bond Fund as provided above, as well as all other moneys on deposit in any fund created under the Master Resolution (except moneys held for the payment of principal of the Bonds not then deemed Outstanding), shall be applied to the prepayment or redemption of the Bonds at the earliest possible redemption date. Such prepayment or redemption of the Bonds shall be made upon payment of the principal amount of the Bonds then Outstanding plus accrued interest, if any, thereon, all in accordance with the Master Resolution. In the event that the amount available to prepay the Series 2024 Bonds under this paragraph following a liquidation of the Project is less than the amount required to pay the Series 2024 Bonds in full to the prepayment date, the Series 2024 Bonds shall be redeemed in whole and the amount available applied as provided in the Master Resolution. IN THE EVENT THIS BOND IS TO BE PREPAID SUBSEQUENT TO THE OCCURRENCE OF AN EVENT DESCRIBED IN THIS PARAGRAPH BY PAYMENT OF AN AMOUNT LESS THAN THE OUTSTANDING PRINCIPAL AMOUNT THEREOF AND ACCRUED INTEREST, IF ANY, TO THE PREPAYMENT DATE, NO FURTHER CLAIM FOR PAYMENT MAY BE HAD BY THE HOLDERS OF THIS BOND AGAINST THE AUTHORITY OR THE COUNTY.

In the event this Bond or portions thereof (which shall be \$1,000 or any integral multiple thereof) are prepaid, notice of redemption shall be mailed by the Authority, postage prepaid, at least thirty (30) days but not more than forty-five (45) days prior to the date fixed for prepayment, to the Registered Owner of this Bond addressed to such owner at its address appearing on the registration books maintained by the Authority. Failure to give such notice or any defect therein or in the mailing thereof shall not affect the call for the prepayment by the Authority.

This Bond is issued pursuant to and in full compliance with the Articles of Incorporation of the Authority and the Constitution and laws of the State of Utah, including, in particular, the Utah Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended (the "Act"), and pursuant to a resolution adopted by the Authority which authorizes the execution and delivery of the Lease, the Ground Lease, the Master Resolution, the Security Documents and the issuance of the Series 2024 Bonds. As required by the Articles of Incorporation of the Authority, the County Commission have by resolution authorized the Authority to issue this Bond and to execute and deliver the Lease, the Ground Lease, the Master Resolution, and the Security Documents.

The Registered Owner of this Bond shall have no right to enforce the provisions of the Master Resolution or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Non-appropriation or Event of Default under the Lease or any Event of Default under the Master Resolution or the Security Documents, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Master Resolution.

The Master Resolution permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Authority and the rights of the holders of the Series 2024 Bonds at any time by the Authority with the consent of the County (if an Event of Non-appropriation or an Event of Default does not then exist under the Lease) and the holders of not less than 51% in aggregate principal amount of the Series 2024 Bonds then Outstanding. Any such consent or waiver by the Registered Owner of this Bond shall be conclusive and binding upon such Registered Owner and upon all future holders of this Bond and of any Bond issued upon the transfer or exchange of this Bond whether or not notation of such consent or waiver is made upon this Bond. The Master Resolution also permits waiver of compliance by the Authority with any terms of the Master Resolution, except payment defaults with respect to the principal of or interest on any Outstanding Bond unless certain conditions are met, with the consent of the holders of not less than 100% in aggregate principal amount of the Bonds then Outstanding.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Master Resolution and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law; that the issuance of this Bond, together with all other obligations of the Authority, do not exceed or violate any constitutional or statutory debt limitation.

IN WITNESS WHEREOF, the Authority has caused this Bond to be executed in its name by the facsimile or manual signature of the Chair of its Governing Board and attested by the manual or facsimile signature of the Secretary of its Governing Board and its corporate seal to be hereunto impressed or imprinted hereon, and these officials do by the execution hereof adopt as and for the respective proper signatures their respective facsimile or manual signatures appearing hereon.

LOCAL BUILDING AUTHORITY OF SAN
JUAN COUNTY, UTAH

By: _____ (DONOT SIGN)
Chair

Attest:

By: _____ (DO NOT SIGN)
Secretary

(L B A S E A L)

REGISTRATION CERTIFICATE

(No writing to be placed herein except by
the Bond Registrar)

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of Bond Registrar</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

EXHIBIT A-2

(FORM OF EXCHANGE BOND)

UNITED STATES OF AMERICA

LOCAL BUILDING AUTHORITY OF SAN JUAN COUNTY, UTAH

LEASE REVENUE BOND

SERIES 2024

MATURITY DATE	INTEREST RATE	ISSUE DATE
October 1, 20__	2.0%	_____, 20__

Registered Owner: _____

Principal Amount: _____

The Local Building Authority of San Juan County, Utah, a nonprofit corporation duly organized and existing within the State of Utah under its Articles of Incorporation and the Constitution and laws of the State of Utah (the "Authority"), for value received, promises to pay solely and to the extent available from the sources hereinafter provided, to the Registered Owner hereof, or registered assigns, the principal sum of _____ Dollars (\$ _____), payable on the Maturity Date specified above, and in like manner to pay interest thereon accruing from the date of issue at the interest rate of 2.0% per annum (calculated on the basis of a 365-day year), payable on October 1 of each year thereafter, except as the provisions hereinafter set forth with respect to prepayment of this Series 2024 Bond may become applicable hereto, the principal on this Series 2024 Bond being payable in lawful money of the United States of America at the office of the Secretary of the Authority or his/her successor (the "Paying Agent") in San Juan, Utah, and the interest hereon being payable by check or draft mailed to the Registered Owner of record as of the fifteenth day of the month next preceding each Interest Payment Date.

This Bond one of an authorized issue of bonds of like date, term, interest rate and effect except as to maturity, in the aggregate principal amount of _____ Dollars (\$ _____), issued in exchange for the conversion of the Issuer's Lease Revenue Bonds, Series 2024 dated _____, 2024 (the "Series 2024 Bonds"), originally issued in the aggregate principal amount of \$21,366,000, and authorized by a Master Resolution of the Issuer dated as of _____, 2024

(which Master Resolution, as from time to time amended and supplemented, is hereinafter referred to as the “Master Resolution”), which was authorized by a resolution adopted on May 21, 2024. This Bond and the Series 2024 Bonds of which it is a part are issued pursuant to (i) the Master Resolution and (ii) the Utah Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended, for the purpose of (i) financing a portion of the costs of the construction of a Public Safety Building Remodel and Expansion related improvements in San Juan County, Utah (the “Project”), and (ii) paying necessary expenses incidental thereto, including the costs of issuing the Series 2024 Bonds. The Project has been leased by Authority to San Juan County, Utah, a body politic of the State of Utah (the “County”), under the terms of an annually renewable Lease Agreement dated as of _____, 2024 (which agreement, as from time to time amended and supplemented, is hereinafter referred to as the “Lease”). The Project Site (as defined in the Lease) has been leased by the County to the Authority pursuant to the terms of a Ground Lease dated as of _____, 2024 (which agreement, as from time to time amended and supplemented, is hereinafter referred to as the “Ground Lease”). Under the Lease, the County has agreed to pay annual rental payments to the Authority (the “Base Rentals”) in consideration of its right to use the Project and for the purchase option granted therein. In addition to the Base Rentals, the County has agreed to pay certain other payments (the “Additional Rentals”) sufficient to pay administrative costs of the Authority, the required deposit to the reserve Fund under the Master Resolution certain insurance premiums, taxes and other expenses with respect to the Project expressly required under the Lease. Under the Lease, the County has been granted an option to purchase the Project and terminate its payment obligations with respect to the Project under the Lease at any time upon payment of the Purchase Option Price (as defined in the Lease) which amount shall be sufficient to pay the principal of, premium, if any, and any interest on the Series 2024 Bonds as the same shall become due in accordance with their terms at maturity or at the earliest applicable prepayment or redemption date as provided under the Master Resolution. THE PURCHASE OPTION PRICE IS PAYABLE SOLELY AT THE OPTION OF THE COUNTY AND THE COUNTY IS UNDER NO OBLIGATION TO EXERCISE ITS OPTION TO PURCHASE THE PROJECT.

If any principal and/or interest on this Bond is not paid when due and payable, the Authority shall pay interest on the delinquent amount at the rate of eighteen percent (18%) per annum from such due date until paid.

The Series 2024 Bonds are issued under and secured by and entitled to the protection of the Master Resolution duly adopted by the Authority and pursuant to which all Base Rentals, that portion of the Additional Rentals required to be deposited in the Reserve Fund and payable by the County under the Lease and the Purchase Option Price, if paid by the County, are assigned to secure the payment of principal of, premium, if any, and any interest on the Series 2024 Bonds. Additionally, the Authority has granted a security interest in the Project to the holders of the Series 2024 Bonds, pursuant to a Deed

of Trust, Assignment of Rents and Security Agreement as defined in the Master Resolution (the “Security Documents”), to further secure its obligations hereunder.

The obligation of the County to pay Base Rentals and Additional Rentals with respect to the Project is subject to the annual renewal of the Lease and to the right of the County to terminate its payment obligations with respect to the Project under the Lease in the event that there shall be a failure to appropriate for the purpose of paying the Base Rentals and Additional Rentals. In the event that the County's payment obligations under the Lease shall be terminated by reason of a failure to appropriate (referred to herein as an “Event of Non-appropriation”) or by reason of an Event of Default (as defined in the Lease) the principal amount of this Bond will be payable from such moneys, if any, as may be available under the Master Resolution for such purpose, including any moneys received from a liquidation or other disposition of the Project including a foreclosure of the lien of the Security Documents. Under certain circumstances, the Series 2024 Bonds may also be payable from the proceeds of title or casualty insurance policies, performance bonds of contractors for the Project, condemnation awards and liquidation proceeds with respect to the Project.

The Master Resolution provides that the Authority may hereafter issue Refunding Bonds (the “Refunding Bonds”) or Additional Bonds (the “Additional Bonds”) from time to time under certain terms and conditions contained therein and in the Lease and, if issued, the Refunding Bonds and/or the Additional Bonds will rank on a parity with this Bond and be equally and ratably secured and entitled to the protection of the Master Resolution and the Security Documents (the Series 2024 Bonds, including this Bond, the Refunding Bonds and the Additional Bonds are referred to herein as the “Bonds”). Reference is hereby made to the Lease, the Ground Lease, the Security Documents and the Master Resolution for a description of the property pledged and assigned, the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the County, the Authority and the holders of the Bonds, the issuance of Refunding Bonds or Additional Bonds, the terms under which the Bonds are issued and secured, the terms and conditions under which the Bonds will be deemed to have been paid or redeemed, at or prior to maturity of the Bonds, and the rights of the holders of the Bonds upon the occurrence of an Event of Default or an Event of Non-appropriation.

The Series 2024 Bonds constitute special, limited obligations of the Authority. Except to the extent payable from the proceeds of the Series 2024 Bonds and the income from the investment thereof, the proceeds of certain funds held by the Authority, the proceeds of certain insurance policies, performance bonds and condemnation awards or the proceeds, if any, from a liquidation or other disposition of the Project subsequent to foreclosure of the lien of the Master Resolution and the Security Documents, the Series 2024 Bonds are payable solely from Base Rentals, that portion of the Additional Rentals required to be deposited in the Reserve Fund and the Purchase Option Price, if paid by the County under the Lease. Payments under the Lease may be made only from County

Funds (as defined in the Lease) which are budgeted and appropriated by the County for such purpose.

Neither the Lease nor the Series 2024 Bonds shall constitute or give rise to a general obligation indebtedness of the County, or a charge against the County or the general credit or taxing power of the County. Neither the County nor the Authority on its behalf, has pledged the credit of the County to the payment of the Series 2024 Bonds or amounts due or to become due under the Lease. The Authority has no taxing power.

THE COUNTY IS NOT OBLIGATED TO APPROPRIATE COUNTY FUNDS FOR THE PURPOSE OF PAYING BASE RENTALS, ADDITIONAL RENTALS OR THE PURCHASE OPTION PRICE UNDER THE LEASE, AND NO JUDGMENT MAY BE ENTERED AGAINST THE COUNTY IN THE EVENT OF AN INSUFFICIENCY OF MONEYS TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST, IF ANY, ON THE SERIES 2024 BONDS. THE LEASE IS SUBJECT TO ANNUAL RENEWAL AND THE COUNTY'S PAYMENT OBLIGATIONS UNDER THE LEASE WILL BE TERMINATED UPON THE OCCURRENCE OF AN EVENT OF NON-APPROPRIATION. IN SUCH EVENT, ALL PAYMENTS FROM THE COUNTY UNDER THE LEASE WILL TERMINATE AND THE SERIES 2024 BONDS WILL BE PAYABLE SOLELY FROM AND TO THE EXTENT OF SUCH MONEYS, IF ANY, AS MAY BE HELD BY THE AUTHORITY UNDER THE MASTER RESOLUTION (EXCEPT FOR MONEYS HELD FOR SERIES 2024 BONDS NOT THEN DEEMED OUTSTANDING) AND ANY MONEYS MADE AVAILABLE FROM A LIQUIDATION OR OTHER DISPOSITION OF THE PROJECT SUBSEQUENT TO FORECLOSURE OF THE LIEN OF THE MASTER RESOLUTION AND THE SECURITY DOCUMENTS. UPON THE OCCURRENCE OF AN EVENT OF NON-APPROPRIATION OR AN EVENT OF DEFAULT UNDER THE LEASE, THERE IS NO GUARANTY OR ASSURANCE OF ANY PAYMENT OF THE SERIES 2024 BONDS.

No deficiency judgment upon foreclosure may be entered against the County or the Authority, and no breach of any provision of the Lease, the Ground Lease, the Security Documents, the Bonds or the Master Resolution shall impose any general obligation or liability upon or a charge against the County or the Authority or the general credit or taxing powers of the County. No judgment requiring a payment of money may be entered against the County by reason of an Event of Default or an Event of Non-appropriation under the Lease.

This Bond shall be registered in the name of the Registered Owner and any subsequent purchasers in the registration book in the office of the Secretary of the Authority, who shall be the Registrar. This Bond is transferable only by notation upon the registration book by the Registered Owner hereof in person or by his or her attorney duly authorized in writing, by the surrender of this Bond, together with a written instrument of transfer satisfactory to the Authority, duly executed by the Registered

Owner or his or her attorney duly authorized in writing; thereupon, this Bond shall be delivered to and registered in the name of the transferee.

The Authority may deem and treat the Registered Owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof, premium, if any, and any interest due hereon and for all other purposes and the Authority shall not be affected by any notice to the contrary.

The Series 2024 Bonds are subject to prepayment and redemption at any time, in whole or in part (if in part, in integral multiples of \$1,000), at the election of the Authority in inverse order of the due date of the principal installments hereof, upon notice given as set forth in the Master Resolution. Except as otherwise provided in the following paragraph, in the event that this Bond is prepaid, such prepayment will be made at a price equal to 100% of the principal amount of the Bonds to be prepaid plus accrued interest on delinquent payments to the prepayment date.

The Series 2024 Bonds, including this Bond, are also subject to prepayment and redemption in whole on any date, if (i) the Project or a material portion thereof is damaged or destroyed or taken in a condemnation proceeding, or a material defect in the construction of the Project shall become apparent, or title to or the use of all or any material portion of the Project shall be lost by reason of a defect in title thereto, (ii) the Net Proceeds (as defined in the Lease) of any insurance policy, performance bond or condemnation award made available by reason of one or more such occurrences shall be insufficient to pay in full the cost of repairing and replacing the Project, and (iii) the County elects to discharge its obligation to repair and replace the Project by depositing such Net Proceeds into the Bond Fund. Upon the deposit of such Net Proceeds into the Bond Fund, payment obligations of the County with respect to the Project under the Lease shall terminate and the County shall have no further obligation for the payment of Base Rentals and Additional Rentals with respect to the Project there under, and possession of the Project shall be surrendered to the Authority for the Bondholders. Thereafter, the Security Documents may, subject to the limitations set forth in Article X of the Master Resolution, be foreclosed and the Project liquidated and the Net Proceeds of such liquidation and the Net Proceeds of any insurance policy, performance bond or condemnation award deposited in the Bond Fund as provided above, as well as all other moneys on deposit in any fund created under the Master Resolution (except moneys held for the payment of principal of the Bond not then deemed Outstanding), shall be applied to the prepayment or redemption of the Bonds at the earliest possible redemption date. Such prepayment or redemption of the Bonds shall be made upon payment of the principal amount of the Bonds then Outstanding plus accrued interest, if any, thereon, all in accordance with the Master Resolution. In the event that the amount available to prepay the Series 2024 Bonds under this paragraph following a liquidation of the Project is less than the amount required to pay the Series 2024 Bonds in full to the prepayment date, the Series 2024 bonds shall be redeemed in whole and the amount available applied

as provided in the Master Resolution. IN THE EVENT THIS BOND IS TO BE PREPAID SUBSEQUENT TO THE OCCURRENCE OF AN EVENT DESCRIBED IN THIS PARAGRAPH BY PAYMENT OF AN AMOUNT LESS THAN THE OUTSTANDING PRINCIPAL AMOUNT THEREOF AND ACCRUED INTEREST, IF ANY, TO THE PREPAYMENT DATE, NO FURTHER CLAIM FOR PAYMENT MAY BE HAD BY THE HOLDERS OF THIS BOND AGAINST THE AUTHORITY OR THE COUNTY.

In the event this Bond or portions thereof (which shall be \$1,000 or any integral multiple thereof) are prepaid, notice of redemption shall be mailed by the Authority, postage prepaid, at least thirty (30) days but not more than forty-five (45) days prior to the date fixed for prepayment, to the Registered Owner of this Bond addressed to such owner at its address appearing on the registration books maintained by the Authority. Failure to give such notice or any defect therein or in the mailing thereof shall not affect the call for the prepayment by the Authority.

This Bond is issued pursuant to and in full compliance with the Articles of Incorporation of the Authority and the Constitution and laws of the State of Utah, and pursuant to a resolution adopted by the Authority which authorizes the execution and delivery of the Lease, the Ground Lease, the Master Resolution, the Security Documents and the issuance of the Series 2024 Bonds. As required by the Articles of Incorporation of the Authority, the County Commission have by resolution authorized the Authority to issue this Bond and to execute and deliver the Lease, the Ground Lease, the Master Resolution, and the Security Documents.

The Registered Owner of this Bond shall have no right to enforce the provisions of the Master Resolution or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Non-appropriation or Event of Default under the Lease or any Event of Default under the Master Resolution or the Security Documents, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Master Resolution.

The Master Resolution permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Authority and the rights of the holders of the Series 2024 Bonds at any time by the Authority with the consent of the County (if an Event of Non-appropriation or an Event of Default does not then exist under the Lease) and the holders of not less than 51% in aggregate principal amount of the Series 2024 Bonds then Outstanding. Any such consent or waiver by the Registered Owner of this Bond shall be conclusive and binding upon such Registered Owner and upon all future holders of this Bond and of any Series 2024 Bonds issued upon the transfer or exchange of this Bond whether or not notation of such consent or waiver is made upon this Bond. The Master Resolution also permits waiver of compliance by the Authority with any terms of the Master Resolution except payment defaults with respect to the principal of or interest on any Outstanding Bond unless

certain conditions are met with the consent of the holders of not less than 100% in aggregate principal amount of the Bonds then Outstanding.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Master Resolution and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law; that the issuance of this Bond, together with all other obligations of the Authority, do not exceed or violate any constitutional or statutory debt limitation.

IN WITNESS WHEREOF, the Authority has caused this Bond to be executed in its name by the facsimile or manual signature of the Chair of its Governing Board and attested by the manual or facsimile signature of the Secretary of its Governing Board and its corporate seal to be hereunto impressed or imprinted hereon, and these officials do by the execution hereof adopt as and for the respective proper signatures their respective facsimile or manual signatures appearing hereon.

LOCAL BUILDING AUTHORITY OF SAN
JUAN COUNTY, UTAH

By: _____ (DONOT SIGN)
Chair

Attest:

By: _____ (DO NOT SIGN)
Secretary

(L B A S E A L)

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned, hereby sells, assigns and transfers unto

(Tax Identification or Social Security No. _____) the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of this Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C. RULE 17Dd-15.

EXHIBIT B

DESCRIPTION OF THE PROJECT
AND THE PROJECT SITE

(1) Description of Project:

The acquisition and construction of a Public Safety Building Remodel and Expansion and related improvements.

(2) Description of Project Site:

Real property located in San Juan County, Utah, to-wit:

EXHIBIT C

ESCROW AGREEMENT

(See Transcript Document No. __)

C-1

WHEN RECORDED, RETURN TO:

Eric Todd Johnson, Esq.
Johnson & Yellowhorse
P.O. Box 831
Pleasant Grove, Utah 84062

LEASEHOLD DEED OF TRUST,
ASSIGNMENT OF RENTS
AND
SECURITY AGREEMENT

THIS LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (“Deed of Trust”) is made as of _____ 1, 2024, by and among the Local Building Authority of San Juan County, Utah, a nonprofit corporation duly organized under the laws of the State of Utah (“Trustor”) whose address for purposes of this agreement is 117 S. Main, Monticello, Utah 84535; and Anderson-Oliver Title Insurance Agency, Inc. (“Trustee”), whose place of business is 94 E. Grand Ave., Moab, Utah 84532, and the State of Utah Permanent Impact Fund Board or any successor thereof, as Bondholder (the “Beneficiary”) under a Master Resolution (the “Master Resolution”) of even date herewith, in connection with the issuance of the \$21,366,000 Local Building Authority of San Juan County, Utah, Lease Revenue Bonds, Series 2024 (the “Series 2024 Bonds”).

WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably warrants, grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, under and subject to the terms and conditions hereinafter set forth, that leasehold estate created by and all right, title and interest of the Trustor, as lessee, under that certain Ground Lease Agreement of even date herewith (the “Ground Lease”), by and between San Juan County, Utah (the “County”), as lessor, and Trustor, as lessee, which Ground Lease demises and leases all that property situated in San Juan County, Utah described in Exhibit “A” attached hereto (the “Property”) together with all of Trustor’s right, title and interest in and to all the improvements on said Property and appurtenances. The interests of Trustor in the Property as described in the attached Exhibit “A” and all of the improvements and appurtenances relating thereto are collectively referred to hereinafter as the “Property”;

TOGETHER WITH all rents, issues, profits, privileges, licenses, royalties, income and other benefits derived from the Property (collectively the “rents”), subject to the right, power and authority hereinafter given to Trustor to collect and apply such rents;

TOGETHER WITH all right, title and interest of Trustor in and to all leases or subleases, if any, covering the Property or any portion thereof now or hereafter existing

or entered into, including the Lease herein described, and all right, title and interest of Trustor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits and payments of similar nature;

TOGETHER WITH all right, title and interest of Trustor in and to all options to purchase or lease the Property or any portion thereof or interest thereon, and any greater estate in the Property owned or hereafter acquired;

TOGETHER WITH all interests, estate or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Property;

TOGETHER WITH all right, title and interest of Trustor in and to all easements, rights-of-way and rights used in connection with or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Property;

TOGETHER WITH all right, title and interest of Trustor in and to any and all buildings and improvements now or hereafter erected on the Property, including, but not limited to, the fixtures, fittings, and other articles attached to said buildings except any personal property or fixtures of any tenant; and

TOGETHER WITH all the estate, interest, right, title and other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereof, which Trustor now has or may hereafter acquire in the Property, and any and all awards made for the taking from the Trustor by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Property, including without limitation any awards resulting from a change of grade of streets and awards for severance damages; and

TOGETHER WITH all right, title and interest of Trustor in and to all tangible personal property financed or refinanced with proceeds of the Series 2024 Bonds (the "Personal Property") owned by Trustor and now or at any time hereafter located on or at the Property or used in connection therewith.

The entire estate, property and interest hereby conveyed to Trustee as described above may hereafter be referred to as the "Trust Estate." Notwithstanding the breadth of the foregoing, the property covered by this Deed of Trust shall not include: personal property which may be owned by lessees or other occupants of the improvements of any portion of the Property, rather than by Trustor, or which may be leased by such lessees or other occupants from a party other than Trustor; or material, equipment, tools, machinery or other personal property which has been brought upon the Property only for use in construction, maintenance or repair and which is not intended to remain after the completion of such construction, maintenance or repair, and which is not necessary for

occupancy, maintenance or use of the Property, provided, however, that this provision shall not limit Trustor's right to assert a landlord's lien against a defaulting tenant.

FOR THE PURPOSES OF SECURING:

(a) Payment of the principal, interest, if any, and premium, if any, of the Bonds of Trustor, issued pursuant to the Master Resolution (all terms herein commencing with initial capital letters and not otherwise defined herein shall have meanings as defined in the Master Resolution), and payable at the times, in the manner and with interest and premium, if any, as therein set forth, and any extensions and/or renewals or modifications thereof issued pursuant to the Master Resolution, payment of the principal, interest, if any, and premium, if any, on any Additional Bonds or Refunding Bonds issued pursuant to the Master Resolution and payable at the times, in the manner and with interest and premium as therein set forth, and any extensions and/or renewals or modifications thereof (the Series 2024 Bonds and Additional Bonds and Refunding Bonds are collectively referred to herein as the "Bonds"); the performance of each agreement of Trustor contained in the Bonds, the Master Resolution, the Lease (as defined in the Master Resolution) with respect to the Project (as defined in the Master Resolution) and this Deed of Trust and any other instrument securing payment of the Bonds; and the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms of this Deed of Trust (including, but not limited to the payments outlined in Sections 1.11 and 1.18 of this Deed of Trust), any other instrument securing payment of the Bonds, the Master Resolution or the Lease, together with interest thereon as provided in the Master Resolution.

(b) Performance of all obligations of Trustor under the Master Resolution and each agreement of Trustor incorporated by reference therein or herein, or contained therein or herein.

(c) Payment of all sums advanced by Beneficiary to protect the Trust Estate, with interest as provided in the Master Resolution and herein.

(d) Performance of all obligations of Trustor contained in this Deed of Trust, the Bonds, the Ground Lease, the Master Resolution and any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby.

(e) Payment of all other sums, with interest thereon, which may hereafter be loaned to Trustor or its successors or assigns, by Beneficiary, when evidenced by a debt instrument reciting that they are secured by this Deed of Trust.

This Deed of Trust, the Bonds, the Master Resolution, the Ground Lease, the Lease and any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby may hereafter be referred to as the "Loan Instruments."

TO PROTECT THE SECURITY OF THE LOAN INSTRUMENTS TRUSTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

COVENANTS AND AGREEMENTS OF TRUSTOR

I.1 Payment of Secured Obligations. Trustor hereby covenants and agrees to pay when due the principal of, premium, if any, and the interest, if any, on, the indebtedness evidenced by the Bonds (as set forth therein), all charges, fees and all other sums as provided in the Loan Instruments, and the principal of, and interest, if any on, any future advances secured by this Deed of Trust.

I.2 Maintenance, Repair, Alterations. Trustor hereby covenants and agrees to keep the Trust Estate or cause the Trust Estate to be kept in good condition and repair; not to remove, demolish or materially alter (except such alterations as may be required by laws, ordinances or regulations) any buildings or fixtures constituting part of the Improvements in such a manner as to in any way damage the Improvements or in any way reduce the fair rental value of the Improvements to less than the fair rental value of the Improvements immediately prior to such alteration; to complete promptly and in good and workmanlike manner any improvement which may be constructed on the Property and, to the extent provided in the Master Resolution and in the Lease, promptly restore in like manner any Improvements which may be damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Trust Estate or any part thereof or requiring any alterations or improvements; not to commit or permit any waste or deterioration of the Trust Estate, to keep and maintain or cause to be kept and maintained, grounds, sidewalks, roads, parking and landscaped areas in good and neat order and repair; not to commit, suffer or permit any act to be done in or upon the Trust Estate in violation of any law, ordinance or regulation. Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this Section, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

I.3 Required Insurance. Trustor hereby covenants and agrees to at all times provide, maintain and keep in force or cause to be kept in force such insurance as is set forth in Article IX of the Lease with respect to the Improvements.

I.4 Payment of Premiums. In the event Trustor fails to provide, maintain, keep in force or deliver and furnish to Beneficiary policies of insurance required by Article IX of the Lease, Beneficiary, in addition to all other rights it may have hereunder, including, without limitation, those set forth in Article III hereof, may, but shall not be required to, procure such insurance or single interest insurance for such risks covering Beneficiary's interest, and Trustor will pay, or cause to be paid, all premiums thereon promptly upon demand by Beneficiary, and until such payment is made by Trustor therefor the amount of all such premiums which have been paid by Beneficiary shall bear interest at a rate per annum provided in Article IX of the Lease. Trustor shall, upon Beneficiary's reasonable request, deposit, or cause to be deposited, with Beneficiary in monthly installments, an amount equal to one-twelfth of the estimated aggregate annual insurance premiums on all policies of insurance required by this Deed of Trust. Trustor further agrees, upon Beneficiary's request, to cause all bills, statements or other documents relating to the foregoing insurance premiums to be sent or mailed directly to

Beneficiary. Upon receipt of such bills, statements or other documents, and provided Trustor has deposited sufficient funds with Beneficiary pursuant to this Section 1.4, Beneficiary shall pay such amounts as may be due thereunder out of the funds so deposited with Beneficiary. If at any time and for any reason the funds deposited with Beneficiary are or will be insufficient to pay such amounts as may then or subsequently be due, Beneficiary shall notify Trustor and Trustor shall immediately deposit, or cause to be deposited, an amount equal to such deficiency with Beneficiary. Notwithstanding the foregoing, nothing contained herein shall cause Beneficiary to be deemed a trustee of said funds or to be obligated to pay any amounts in excess of the amount of funds deposited with Beneficiary pursuant to this Section 1.4. Beneficiary may commingle said reserve with its own funds and Trustor shall be entitled to no interest thereon.

I.5 Insurance Proceeds. After the happening of any casualty to the Trust Estate or any part thereof, Trustor shall give prompt written notice thereof to Beneficiary.

(a) In the event of any damage or destruction of the Improvements, Trustor shall apply the insurance proceeds in the manner set forth in Article X of the Lease.

(b) In the event of such loss or damage, all proceeds of insurance shall be payable pursuant to subparagraph (a) above. Except as otherwise provided in the Lease, Trustor may settle, adjust or compromise any claims for loss, damage or destruction under any policy or policies of insurance only with written approval of Beneficiary.

(c) Except to the extent that insurance proceeds are received by Trustor and applied to the indebtedness secured hereby, pursuant to the Master Resolution and the Lease, nothing herein contained shall be deemed to excuse Trustor from repairing or maintaining the Trust Estate as provided in Section 1.2 hereof or restoring all damage or destruction to the Trust Estate, regardless of whether or not there are insurance proceeds available or whether any such proceeds are sufficient in amount, and the application or release by Beneficiary of any insurance proceeds shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such notice.

I.6 Assignment of Policies Upon Foreclosure. In the event of foreclosure of this Deed of Trust or other transfer of title or assignment of the Trust Estate in extinguishment, in whole or in part, of the debt secured hereby, all right, title and interest of Trustor in and to all policies of insurance required by this Deed of Trust shall inure to the benefit of and pass to the successor in interest to Trustor or the purchaser or grantee of the Trust Estate.

I.7 Indemnification; Subrogation; Waiver of Offset.

(a) If Beneficiary is made a party defendant to any litigation, commenced by anyone other than Trustor, concerning this Deed of Trust or the Trust Estate or any part thereof or interest therein, or the occupancy thereof by

Trustor, except in case of fraud, gross negligence or willful misconduct on the part of Beneficiary, then Trustor shall, to the extent permitted by law, indemnify, defend and hold Beneficiary harmless from and against all liability by reason of said litigation (including any appeals), including reasonable attorneys' fees and expenses incurred by Beneficiary in any such litigation, whether or not any such litigation is prosecuted to judgment. If Beneficiary commences an action against Trustor to enforce any of the terms hereof or because of the breach by Trustor of any of the terms hereof, or for the recovery of any sum secured hereby, Trustor shall pay to Beneficiary reasonable attorneys' fees and expenses actually incurred (including Beneficiary's attorney's fees and costs associated with all appeals), and the right to such attorney's fees and expenses shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment. If Trustor breaches any term of this Deed of Trust, Beneficiary may employ an attorney or attorneys to protect its rights hereunder, and in the event of such employment following any breach by Trustor, Trustor shall pay Beneficiary reasonable attorney's fees and expenses incurred by Beneficiary (including those associated with any appeal), whether or not an action is actually commenced against Trustor by reason of breach.

(b) Trustor waives any and all right to claim or recover against Beneficiary, its officers, employees, agents and representatives, for loss or damage to Trustor, the Trust Estate, Trustor's property or the property of others under Trustor's control from any cause insured against or required to be insured against by the provisions of this Deed of Trust, unless covered by the fraud, gross negligence or willful misconduct of the Beneficiary.

(c) All sums payable by Trustor hereunder shall be paid without notice, demand, counterclaim, setoff, recoupment, deduction or defense (except payment) and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Trustor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: any damage to or destruction of or any condemnation or similar taking of the Trust Estate or any part thereof; any restriction or prevention of or interference with any use of the Trust Estate or any part thereof; any title defect or encumbrance or any eviction from the Property or any part thereof by title paramount or otherwise; or any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Beneficiary, or any action taken with respect to this Deed of Trust by any trustee or receiver of Beneficiary, or by any court, in any such proceeding; whether or not Trustor shall have notice or knowledge of any of the foregoing.

I.8 Taxes and Impositions.

(a) Trustor agrees to pay, prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, including without limitation non-governmental levies or assessments such as maintenance charges, association dues or charges or fees,

and levies or charges resulting from covenants, conditions and restrictions affecting the Trust Estate, which are assessed or imposed upon the Trust Estate or become due and payable, and which create or may create a lien upon the Trust Estate, or any part thereof, or upon any equipment or other facility used by Trustor in the operation or maintenance thereof (all of which taxes, assessments and other governmental charges of like nature are hereinafter referred to as "Impositions"); provided, however, that if, by law, any such Imposition is payable, or may at the option of the taxpayer be paid, in installments, Trustor may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same become due and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest.

(b) If any time after the date hereof there shall be assessed or imposed a tax or assessment on the Trust Estate in lieu of or in addition to the Impositions payable by Trustor pursuant to subparagraph (a) hereof, or a license fee, tax or assessment imposed on Beneficiary and measured by or based in whole or in part upon the amount of the outstanding obligations secured hereby, then all such taxes, assessments, or fees shall be deemed to be included within the term "Impositions" as defined in subparagraph (a) hereof, and Trustor shall pay and discharge the same as herein provided with respect to the payment of Impositions. Anything to the contrary notwithstanding, Trustor shall have no obligation to pay any franchise, estate, inheritance, income, excess profits or similar tax levied on Beneficiary or on the obligations secured hereby.

(c) Trustor covenants to furnish Beneficiary within thirty (30) days after the date upon which any such Imposition is due and payable by Trustor, official receipts of the appropriate taxing authority or other proof satisfactory to Beneficiary, evidencing the payment thereof.

(d) Trustor covenants and agrees not to suffer, permit or initiate the joint assessment of the real and personal property, or any other procedure whereby the lien of the real property taxes and the lien of the personal property taxes shall be assessed, levied or charged to the Trust Estate as a single lien.

(e) If requested by Beneficiary, Trustor shall cause to be furnished to Beneficiary a tax reporting service covering the Trust Estate of the type, duration and with a company satisfactory to Beneficiary.

(f) Trustor has the right to contest Impositions to the extent permitted by Section 9.3 of the Lease.

I.9 Utilities. Trustor hereby covenants and agrees to pay when due all utility charges which are incurred by Trustor for the benefit of the Trust Estate or which may become a charge or lien against the Trust Estate for gas, electricity, water or sewer services furnished to the Trust Estate and all other assessments or charges of a similar

nature, whether public or private, affecting the Trust Estate or any portion thereof, whether or not such taxes, assessments or charges are liens thereon.

I.10 Actions Affecting Trust Estate. Trustor hereby covenants and agrees to appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees, in any such action or proceeding in which Beneficiary or Trustee may appear.

I.11 Actions by Trustee and/or Beneficiary to Preserve Trust Estate. Should Trustor fail to make any payment or to do any act as and in the manner provided in any of the Loan Instruments, Beneficiary and/or Trustee, each in its own discretion, without obligation so to do but without releasing Trustor from any obligations, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. In connection therewith (without limiting their general powers), Beneficiary and/or Trustee shall have and are hereby given the right, but not the obligation to enter upon and take possession of the Trust Estate; to make additions, alterations, repairs and improvements to the Trust Estate which they or either of them may consider necessary or proper to keep the Trust Estate in good condition and repair; to appear and participate in any action or proceeding affecting or which may affect or appears to affect the security of this Deed of Trust (including condemnation or eminent domain proceedings) or which may result in the creation of any lien (except the lien created by the Master Resolution) against the Trust Estate; and in exercising such powers, to pay necessary expenses, including employment of counsel or other necessary or desirable consultants. Trustor shall, immediately upon demand therefor by Beneficiary, pay all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing rights, including without limitation, costs of evidence of title, court costs, appraisals, surveys and attorney's fees, together with interest thereon accruing at the rate set forth in the Master Resolution.

I.12 Survival of Warranties. Subject to the limitations set forth in Section 5.9 herein, Trustor hereby covenants and agrees to fully and faithfully satisfy and perform the obligations of Trustor contained in the Loan Instruments and each agreement of Trustor incorporated by reference therein or herein, and any modification or amendment thereof. All representations, warranties and covenants of Trustor contained therein or incorporated by reference shall survive funding of the loan evidenced by the Bonds and shall remain continuing obligations, warranties and representations of Trustor during any time when any portion of the obligations secured by this Deed of Trust remain outstanding.

I.13 Eminent Domain. Should the Trust Estate, or any material part thereof or interest therein, be taken from Trustor or damaged by reason of any public improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Trustor receive any notice or other information regarding such proceeding, Trustor shall give prompt written notice thereof to Beneficiary and all proceeds payable therefrom shall be utilized in the manner set forth in Article X of the Lease.

I.14 Additional Security. In the event Beneficiary at any time holds additional security for any of the obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before or concurrently herewith or after a sale is made hereunder.

I.15 Appointment of Successor Trustee. Beneficiary may, from time to time, by complying with the provisions of the applicable law of the State of Utah substitute a successor or successors to the Trustee named herein or acting hereunder.

I.16 Successors and Assigns. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall be deemed to include the Registered Owners of the Bonds and any trustee therefor, whether or not named as Beneficiary herein.

I.17 Inspections. Beneficiary, or its agents, representatives or workmen, are authorized to enter at any reasonable time upon or in any part of the Trust Estate for the purpose of inspecting the Trust Estate and performing any of the acts it is authorized to perform under the terms of any of the Loan Instruments.

I.18 Liens. Trustor hereby covenants and agrees to pay and promptly discharge in accordance with the terms thereof or of the indebtedness secured thereby, at Trustor's cost and expense, all liens, encumbrances and charges upon the Trust Estate, or any part thereof or interest therein; provided that the existence of any mechanic's, laborer's, materialman's, supplier's or vendor's lien or right thereto shall not constitute a violation of this Section if payment is not yet due under the contract which is the foundation thereof and if such contract does not postpone payment for more than 60 days after the performance thereof. Trustor shall have the right to contest in good faith the validity of any such lien, encumbrance or charge. In the event of any such contest, the Trustor may permit the lien, encumbrance or charge so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Trustee or Beneficiary shall notify the Trustor that, in the opinion of Independent Counsel, by nonpayment of any such items the security afforded pursuant to the Master Resolution and the Lease or this Deed of Trust will be materially endangered or the Trust Estate or any portion thereof will be subject to loss or forfeiture, in which event such lien, encumbrance or charge shall be paid forthwith. Prior to commencing such contest, Trustor shall first deposit, or cause to be deposited, with Beneficiary, or in court, a bond or other security satisfactory to Beneficiary, at Beneficiary's election, in such amounts as Beneficiary shall reasonably require, but not more than one hundred ten percent (110%) of the amount of the claim, and provided further that Trustor shall thereafter diligently proceed to cause such lien, encumbrance or charge to be removed and discharged. If Trustor shall fail to discharge any such lien, encumbrance or charge, then, in addition to any other right or remedy of Beneficiary, Beneficiary may, but shall not be obligated to, discharge or purchase the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond or the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law.

I.19 Trustee's Powers. At any time, or from time to time, without liability therefor, and without notice, upon written request of Beneficiary and presentation of this Deed of Trust, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said Trust Estate, Trustee may, reconvey any part of said Trust Estate; consent in writing to the making of any map or plat thereof; or join in granting any easement or creating any restriction affecting this Deed of Trust or any agreement subordinating the lien or charge hereof.

I.20 Beneficiary's Powers. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Trust Estate not then or theretofore released as security for the full amount of all unpaid obligations, Beneficiary may, from time to time and without notice release any person so liable, extend the maturity or alter any of the terms of any such obligation, grant other indulgences, release or reconvey, or cause to be released or reconveyed at any time at Beneficiary's option any parcel, portion or all of the Trust Estate, take or release any other or additional security for any obligation herein mentioned, or make compositions or other arrangements with debtors in relation thereto. Trustor hereby consents to the foregoing powers and rights of Beneficiary, and, to the extent permitted by law, waives any right to assert that such actions by the Beneficiary shall constitute a breach by the Beneficiary under this Deed of Trust, under any of the Loan Instruments or under applicable law.

ASSIGNMENT OF RENTS, ISSUES AND PROFITS

II.1 Assignment of Rents. Trustor hereby assigns and transfers to Beneficiary all the rents, issues and profits of the Trust Estate, and hereby gives to and confers upon Beneficiary the right, power and authority to collect such rents, issues and profits. Trustor irrevocably appoints Beneficiary its true and lawful attorney-in-fact, at the option of Beneficiary at any time and from time to time, to demand, receive and enforce payment, to endorse instruments payable to Trustor, and to give receipts, releases and satisfactions for all such rents, issues and profits and apply the same to the indebtedness secured hereby. The assignment of the rents, issues and profits of the Trust Estate in this Article II is intended to be an absolute assignment from Trustor to Beneficiary and not merely the passing of a security interest.

II.2 Collection Upon Default. Upon any event of default under any of the Loan Instruments, and after the passage of any applicable grace period, Beneficiary may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Trust Estate, or any part thereof, and in its own name sue for or otherwise collect such rents, issues and profits of the Trust Estate, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The collection of rents, issues and profits, or the entering upon and taking possession of the Trust Estate, or the application thereof as aforesaid, shall not cure or waive any default, notice of default, or notice of sale hereunder or invalidate any act done in response to such default or pursuant to such notice of default. Failure or discontinuance by Beneficiary at any time or from time to time to collect any such rents, issues or profits shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power and authority to collect the same.

SECURITY AGREEMENT

III.1 Creation of Security Interest. Trustor hereby grants to Beneficiary a security interest in the Personal Property for the purpose of securing all obligations of Trustor contained in any of the Loan Instruments or herein. This Deed of Trust shall be deemed the Security Agreement as defined in the Uniform Commercial Code of Utah and the remedies for any violation of the covenants, terms and conditions of the agreements herein contained shall be as prescribed herein, or as provided by general law, or as to such part of the security which is also reflected in any financing statement or statements (the "Financing Statement") as provided by the specific statutory consequences now or hereafter enacted and specified in the Uniform Commercial Code of Utah, all at Beneficiary's sole election. The mention in any such Financing Statement of the rights in or the proceeds of any fire and/or hazard insurance, any award in eminent domain proceedings for a taking or for loss of value, or the Trustor's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the premises shall never be construed as in any wise altering any of the rights of Beneficiary as determined by this Deed of Trust or impugning the priority of the Beneficiary's lien granted hereby or by any other recorded document, but such mention in the Financing Statement is declared to be for the protection of Beneficiary in the event any court or judge shall at any time with respect to (1), (2) or (3) rule that notice of Beneficiary's priority of interest to be effective against a particular class of persons, divisions or entity of the Federal Government, must be filed in the Uniform Commercial Code records.

III.2 Warranties, Representations and Covenants of Trustor. Trustor hereby warrants, represents and covenants as follows:

Trustor is, and as to portions of the Personal Property to be acquired after the date hereof will be, the sole owner of the Personal Property, free from any adverse lien, security interest, encumbrance or adverse claims thereon of any kind whatsoever except for the Permitted Encumbrances defined in the Lease and except for the security interest granted hereby. Trustor will notify Beneficiary of, and will defend the Personal Property against, all claims and demands of all persons at any time claiming the same or any interest therein.

Trustor will not sell the Personal Property without the prior written consent of Beneficiary unless said personal property is promptly replaced by personal property of like quality and value.

The Personal Property is not used or bought for personal, family or household purposes.

The Personal Property (with the exception of funds held by Beneficiary) will be kept on or at the Property and, except as otherwise provided in the Lease, Trustor will not remove the Personal Property from the Property without the prior written consent of Beneficiary, except such portions or items of Personal Property which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Trustor.

Trustor maintains a place of business in the State of Utah and Trustor will immediately notify Beneficiary in writing of any change in its place of business as set forth in the beginning of this Deed of Trust.

At the request of Beneficiary, Trustor will join Beneficiary in executing one or more financing statements, continuation statements and renewals and amendments thereof pursuant to the Uniform Commercial Code of Utah in form satisfactory to Beneficiary, and will pay the cost of filing the same in all public offices wherever filing is deemed by Beneficiary to be necessary or desirable.

All covenants and obligations of Trustor contained herein relating to the Trust Estate shall be deemed to apply to the Personal Property whether or not expressly referred to herein.

REMEDIES UPON DEFAULT

IV.1 Events of Default. Any of the following events shall be deemed an event of default hereunder.

- (a) Default shall be made in the payment of any installment of principal or interest, if any, or any other sum secured hereby; or
- (b) There shall occur an Event of Default set forth in Section 10.1 of the Master Resolution, or 14.1 of the Lease or any other default under any of the Loan Instruments, including but not limited to any breach in the due observance or performance of any covenant, condition or agreement contained therein.

IV.2 Acceleration Upon Default, Additional Remedies. Time is of the essence hereof. In the event of any event of default hereunder, Beneficiary may declare all indebtedness secured hereby to be due and payable by written notice to the Trustor as outlined in Section 10.3 of the Master Resolution and the same shall thereupon become due and payable without presentment, demand, protest or notice of any kind. Thereafter Beneficiary may exercise any or all of the following remedies, or any other remedies which Beneficiary is entitled to under any of the Loan Instruments or applicable law:

- (a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Trust Estate, or any part thereof, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Trust Estate, or a part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including attorney's fees, upon any indebtedness secured hereby, all in such order as Beneficiary may determine. The entering upon and taking possession of the Trust Estate, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Trust Estate or the collection, receipt and application of rents, issues or profits, Trustee and/or Beneficiary shall be entitled to exercise every right provided for in any of the Loan Instruments or by law upon occurrence of any event of default, including the right to exercise the power of sale;
- (b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof; and/or
- (c) Cause Trustor's interest in the Trust Estate to be sold by the Trustee under the power of sale set forth herein.

IV.3 Foreclosure by Power of Sale. Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and such receipts and evidence of expenditures made and secured hereby as Trustee may require; provided, however, that the Trustee shall also notify the County of San Juan, Utah (the “County”) of the Event of Default and of the right of the County to a 90-day notice of the respective options to purchase the Project as more fully outlined in Section 10.2 of the Master Resolution.

(a) Upon receipt of such notice from Beneficiary, Trustee shall exercise on behalf of Beneficiary the power of sale granted herein by complying with all requirements of applicable law. Trustee shall execute and deliver to the purchaser or purchasers of the Trust Estate its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers from claims arising by, through or under Trustor.

(b) After deducting all costs, fees and expenses of Trustee and of this trust, including, but not limited to, attorney fees and costs, and costs of evidence of title in connection with the sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest per annum as set forth in the Master Resolution; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County clerk of the County in which the sale took place.

(c) The person conducting the sale may, for any cause such person deems expedient, postpone the sale in accordance with Utah law and, in every case, notice of such postponement shall be given by public declaration by such person at the time and place last appointed for the sale.

IV.4 Foreclosure as Mortgage. Should Beneficiary elect to foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property, Beneficiary shall be entitled to recover in such proceeding all costs and expenses incident thereto, including a reasonable attorney’s fee in such amount as shall be fixed by the court, including all appeals. To the extent permitted by law, Beneficiary shall be entitled to possession of the Property during any redemption period allowed under the laws of the State of Utah.

IV.5 Appointment of Receiver. If any event of default described in Section 4.1 of this Deed of Trust shall have occurred and be continuing, Beneficiary, as a matter of right and without notice to Trustor or anyone claiming under Trustor, and without regard to the then value of the Trust Estate or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Trust Estate, and Trustor hereby irrevocably consents to such appointment and waives notice of

any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all powers and duties of Beneficiary in case of entry as provided in Section 4.2(a) and shall continue as such and exercise all such powers until the date of confirmation of sale of the Trust Estate unless such receivership is sooner terminated. Beneficiary's rights under this Section shall be in addition to, and not a limitation of, Beneficiary's rights under Section 2.2 and 4.2(a) of this Deed of Trust.

IV.6 Remedies Not Exclusive. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust, under any Loan Instrument or other agreement, and under any laws now or hereafter in force, notwithstanding that some or all of the said indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Instruments to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies.

IV.7 Request for Notice. Trustor hereby requests a copy of any Notice of Default or Notice of Sale hereunder be mailed to it at the address set forth in the first paragraph of this Deed of Trust.

MISCELLANEOUS

V.1 Governing Law; Severability of Provisions of Loan Instruments; Waivers, etc. This Deed of Trust shall be governed by the laws of the State of Utah. In the event that any provision of any of the Loan Instruments conflicts with applicable laws, such conflicts shall not affect other provisions of such Loan Instruments which can be given effect without the conflicting provision, and to this end the provisions of the Loan Instruments are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the parties against whom enforcement of any waiver, change, discharge or termination is sought.

V.2 Limitation of Interest. It is the intent of Trustor and Beneficiary in the execution of this Deed of Trust and the Bonds and all other instruments securing the Bonds to contract in strict compliance with the laws of the State of Utah governing the loan evidenced by the Bonds. In furtherance thereof, Trustor stipulates and agrees that none of the terms and provisions contained in the Loan Instruments shall ever be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate in excess of the maximum interest rate permitted to be charged by the laws of the State of Utah governing the loan evidenced by the Bonds. Trustor or any guarantor, endorser or other party now or hereafter becoming liable for the payment of the Bonds shall never be liable for unearned interest on the Bonds and shall never be required to pay interest on the Bonds at a rate in excess of the maximum interest that may be lawfully charged under the laws of the State of Utah and the provisions of this Section shall control over all other provisions of the Bonds and any other instrument executed in connection herewith which may be in apparent conflict herewith. In the event any holder of the Bonds shall collect monies which are deemed to constitute interest which would otherwise increase the effective interest rate on the Bonds to a rate in excess of that permitted to be charged by the laws of the State of Utah, all such sums deemed to constitute interest in excess of the legal rate shall be immediately returned to the Trustor upon such determination.

V.3 Statements by Trustor. Trustor, within ten (10) days after receiving a request from the Beneficiary, will furnish to Beneficiary a written statement stating the unpaid principal and any interest on the Bonds and any other amounts secured by this Deed of Trust and stating whether any offset or defense exists against such principal and interest.

V.4 Reconveyance by Trustee. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust to Trustee for cancellation and retention and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto."

V.5 Notices. Whenever Beneficiary, Trustor or Trustee shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of

Trust, each such notice, demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or four (4) days after being mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the address set forth at the beginning of this Deed of Trust. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

V.6 Acceptance by Trustee. Trustee shall be deemed to have accepted this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

V.7 Captions. The captions or headings at the beginning of each Section hereof are for convenience of the parties and are not a part of this Deed of Trust.

V.8 No Merger. If both the Trustor's and Beneficiary's estates in any portion of the Trust Estate shall at any time become vested in one owner, this Deed of Trust and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger, and in such event, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary as to the separate estates. In addition, upon the foreclosure of the lien created by this Deed of Trust on the Trust Estate pursuant to the provisions hereof, any leases or subleases then existing and created by Trustor shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Beneficiary or any purchaser at any such foreclosure sale shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall constitute a termination of any lease or sublease unless Beneficiary or such purchaser shall give written notice thereof to such tenant or subtenant.

V.9 Limited Right of Bondholders Against the Trustor. Notwithstanding anything else contained herein to the contrary, the rights of the Trustee, Beneficiary and the Bondholders are subject to the terms and provisions of the Master Resolution and the Lease, in particular but not limited to Article XIV of the Lease and Article X of the Master Resolution. Additionally, no deficiency judgment upon foreclosure may be entered against Trustor, the County, the State of Utah or any of its political subdivisions.

V.10 No Waiver. Failure on the part of beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default or acceptance of payment of any sum secured hereby after its due date shall not constitute a waiver of any other subsequent default.

V.11 Severability. The terms and provisions of this Deed of Trust are intended to be performed in accordance with, and only to the extent permitted by, applicable law. If any provision hereof, or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this instrument nor the application of such provision to other persons or circumstances shall be affected thereby, but rather, the same shall be enforced to the greatest extent permitted by law.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

LOCAL BUILDING AUTHORITY OF
SAN JUAN COUNTY, UTAH

Chair

Attest and Countersign:

By: _____
Secretary

(L B A S E A L)

STATE OF UTAH)
 :ss.
COUNTY OF SAN JUAN)

In the County of San Juan, State of Utah, on this ____ day of _____, 2024, before me, the undersigned notary, personally appeared Jamie Harvey and Lyman D. Duncan, the Chair and Secretary of the Local Building Authority of San Juan County, Utah, who are personally known to me or who proved to me their identities through documentary evidence to be the persons who signed the preceding document in my presence and who swore or affirmed to me that their signatures are voluntary.

Notary signature and seal

EXHIBIT A

PROPERTY

That certain Real Property located in San Juan County, Utah, to wit:

Public Safety Building Renovation and Expansion and related improvements

WHEN RECORDED, RETURN TO:

Eric Todd Johnson, Esq.
Johnson & Yellowhorse
P.O. Box 831
Pleasant Grove, Utah 84062

ASSIGNMENT OF GROUND LEASE

THIS ASSIGNMENT OF GROUND LEASE (the "Assignment"), made and entered into as of this _____ 1, 2024, by the LOCAL BUILDING AUTHORITY OF SAN JUAN COUNTY, UTAH, a Utah nonprofit corporation, whose address is 117 S. Main, Monticello, Utah 84535 (the "Assignor"), to and in favor of THE STATE OF UTAH PERMANENT COMMUNITY IMPACT FUND BOARD, or any successor thereof (the "Assignee"), as bondholder under a certain Master Resolution of even date herewith (the "Master Resolution").

WITNESSETH:

FOR VALUE RECEIVED, Assignor hereby grants, transfers and assigns to Assignee all the right, title and interest of Assignor in and to that certain Ground Lease Agreement (the "Ground Lease Agreement") of even date herewith, between Assignor, as lessee, and San Juan County, Utah, as lessor, which Ground Lease Agreement demises for an annually renewable term the real property, together with existing improvements thereon, located in San Juan County, State of Utah, more particularly described in Exhibit A attached hereto and by this reference made a part hereof.

FOR THE PURPOSE OF SECURING:

(A) The payment and performance of each and every obligation of Assignor contained in the Master Resolution and in Assignor's Lease Revenue Bonds, Series 2024 and any Additional Bonds or Refunding Bonds (as defined in the Master Resolution) (collectively, the "Bonds"); and

(B) The payment of all sums expended or advanced by Assignee pursuant to the terms of this Assignment and the Master Resolution, or any instrument further evidencing or securing any obligation secured hereby, together with interest thereon as therein provided.

TO PROTECT THE SECURITY OF THIS ASSIGNMENT, ASSIGNOR AGREES:

(1) To faithfully abide by, perform and discharge every obligation, covenant and agreement of the Ground Lease Agreement to be performed by lessee; at the sole cost and expense of Assignor, to enforce or secure the performance of every obligation, covenant, condition and agreement of the Ground Lease Agreement to be performed by

the lessor; not to modify, extend or in any way alter the terms of the Ground Lease Agreement without the prior written consent of Assignee. Assignor also agrees not to waive or in any manner release or discharge the lessor thereunder of or from the obligations, covenants, conditions and agreements to be performed by lessor.

(2) Not to declare the Ground Lease Agreement terminated nor to exercise any other right available to it upon breach by the lessor, without the prior written consent of Assignee.

(3) At Assignor's sole cost and expense, to appear in and defend any action or proceedings arising under, growing out of or in any manner connected with the Ground Lease Agreement or the obligations, duties or liabilities of lessor and lessee thereunder.

(4) That should the Assignor fail to make any payment or to do any act as herein provided, then Assignee, but without obligation so to do and without notice to or demand on Assignor, and without releasing Assignor from any obligation hereof, may make or do the same in such manner and to such extent as Assignee may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Assignee, and also the right to perform and discharge each and every obligation, covenant and agreement of Assignor contained in the Ground Lease Agreement.

IT IS MUTUALLY AGREED THAT:

(1) Upon or any time after default by Assignor in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in said Master Resolution, Assignee may declare all sums secured hereby immediately due and payable, and may, at its option, without notice, either in person or by agent with or without bringing any action or proceedings, or by a receiver to be appointed by a court, enter upon, take possession of, manage and operate said demised premises or any part thereof make, cancel, enforce or modify leases; do any acts which Assignee deems proper to protect the security hereof, and either with or without taking possession of said property, in its own name sue for or otherwise collect and receive such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including reasonable attorneys' fees, upon any indebtedness secured hereby, and in the order set forth in the Master Resolution. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, and the application thereof as aforesaid shall not cure or waive any default or waive, modify, or effect notice of default under any instrument secured hereby or invalidate any act done pursuant to such notice. The remedies of the Assignee herein shall be subject to the limitations set forth in Article X of the Master Resolution.

Any default by Assignor in the performance of any obligation, covenant or agreement herein contained and the acceleration of the indebtedness secured hereby shall constitute and be deemed to be a default under the terms of the Master Resolution.

(2) Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Ground Lease Agreement, or under or by reason of this Assignment.

(3) Until the indebtedness secured hereby shall have been paid in full, Assignor covenants and agrees to transfer and assign to Assignee any and all subleases upon all or any part of said demised premises upon the same or substantially the same terms and conditions as are herein contained, and to make, execute and deliver to Assignee, upon demand, any and all instruments that may be necessary therefor.

(4) Upon the payment in full of all indebtedness secured hereby, this Assignment shall become and be void and of no effect.

(5) This Assignment applies to, inures to the benefit of, and binds the parties hereto, their successors, and assigns.

(6) All notices, demands, or documents of any kind which Assignee may be required or may desire to serve upon Assignor hereunder, may be served by delivering the same to Assignor personally or by leaving a copy of such notice, demand or document addressed to Assignor at the address set forth in the beginning of this Assignment, or by depositing a copy of such notice, demand or document in the United States mail, postage prepaid, and addressed to Assignor at Assignor's address.

(7) Notwithstanding anything to the contrary contained herein, no deficiency judgment upon any foreclosure may be entered against the Assignor, San Juan County, Utah, the State of Utah or any of its political subdivisions.

EXECUTED as of the day and year first above written.

LOCAL BUILDING AUTHORITY OF
SAN JUAN, UTAH

By: _____
Chair

ATTEST:

Secretary

(L B A S E A L)

STATE OF UTAH PERMANENT
COMMUNITY IMPACT FUND BOARD

By: _____
Fund Manager

CONSENT TO ASSIGNMENT

San Juan County, Utah, lessor under the Ground Lease Agreement, hereby consents to the assignment by the Local Building Authority of San Juan County, Utah, of its interest in the Ground Lease Agreement to the within mentioned Assignee to secure the within described Master Resolution and Bonds.

Executed as of the day and year first above written.

SAN JUAN COUNTY, UTAH

Chair / Commissioner

ATTEST:

County Clerk / Auditor

(COUNTY S E A L)

STATE OF UTAH)
) ss.
 COUNTY OF SAN JUAN)

In the County of San Juan, State of Utah, on this ____ day of _____, 2024, before me, the undersigned notary, personally appeared Jamie Harvey and Lyman Duncan, the Chair and Secretary, respectively, of the Local Building Authority of San Juan County, Utah, who are personally known to me or who proved to me their identities through documentary evidence to be the persons who signed the preceding document in my presence and who swore or affirmed to me that their signatures are voluntary.

Notary signature and seal

EXHIBIT A

DESCRIPTION OF DEMISED PREMISES

Real property located in San Juan County, Utah to wit:

WHEN RECORDED, RETURN TO:

Eric Todd Johnson, Esq.

Johnson & Yellowhorse

P.O. Box 831

Pleasant Grove, Utah 84062

LOCAL BUILDING AUTHORITY OF
SAN JUAN COUNTY, UTAH, AS LESSEE

A Nonprofit Corporation Organized Under the Laws
of the State of Utah

and

SAN JUAN COUNTY, UTAH, AS LESSOR

A Political Subdivision Organized
Under the Laws of the State of Utah

GROUND LEASE AGREEMENT

Dated as of _____, 2024

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (this “Ground Lease”) dated as of _____, 2024, entered into by and between the LOCAL BUILDING AUTHORITY OF SAN JUAN COUNTY, UTAH (the “Authority”), as lessee hereunder, a nonprofit corporation duly organized, existing and in good standing under the laws of the State of Utah, and also acting as issuer under a certain Master Resolution of even date herewith (the “Master Resolution”), and SAN JUAN COUNTY, UTAH (the “County”), as lessor hereunder, a political subdivision duly established and existing under and by virtue of the Constitution and laws of the State of Utah.

W I T N E S S E T H :

WHEREAS, the County is the owner in fee simple of the real property, together with existing improvements thereon, as more fully described in Exhibit A attached hereto (the “Property”); and

WHEREAS, the County and the Authority desire to finance the acquisition and construction of a Public Safety Building Remodel and Expansion and related improvements (collectively, the “Facility”), which will be located on the Property; and

WHEREAS, the Authority desires to lease, as lessee, from the County its interest in the Property upon which the Facility will be constructed; and

WHEREAS, the County desires to lease the Property, as lessor, to the Authority, as lessee, under the terms and provisions set forth in this Ground Lease; and

WHEREAS, under the provisions of a resolution dated May 21, 2024, the Board of County Commissioners of the County has authorized and approved the execution of this Ground Lease and a Lease Agreement of even date herewith (the “Lease”), between the County and the Authority, wherein the Authority, as lessor, will lease to the County, as lessee, the Facility (the “Project”) and has authorized certain actions to be taken by the Authority in connection with the financing of the Project, including the issuance by the Authority of its Lease Revenue Bonds, Series 2024 (the “Series 2024 Bonds”) under the Master Resolution; and

WHEREAS, pursuant to the provisions of a Resolution dated May 21, 2024, the Governing Board of the Authority has authorized, approved and directed the execution of this Ground Lease, has authorized and approved the execution of the Lease, the Master Resolution, and the other Security Documents (as defined in the Master Resolution) and has authorized, approved and directed certain actions to be taken by the Authority in connection with the financing of the Project, including the issuance of the Series 2024 Bonds; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

DEFINITIONS

Terms defined in the above recitals shall have the same meaning when used herein. Unless the context otherwise requires or unless otherwise specified herein, all terms defined in Article I of the Master Resolution and Article I of the Lease shall have the same meaning where used in this Ground Lease. In addition, unless the context otherwise requires, the terms defined in this ARTICLE I shall, for purposes of this Ground Lease, have the meaning herein specified.

“CIB” means the State of Utah Permanent Community Impact Fund Board, or any successor agency.

“Event of Default” means one or more events of default as defined in Section 12.1 of this Ground Lease.

“Ground Lease Term” means the duration of the leasehold estate created in the Property as provided in ARTICLE IV of this Ground Lease.

“Permitted Encumbrances” means, as of any particular time, (i) this Ground Lease, including any security interest granted herein; (ii) utility access and other easements and rights-of-way, restrictions and exceptions which the County Representative and the Authority Representative certify will not interfere with the operation of the Facility or impair the marketability of title to the Facility or the general security provided for the Bondholders; (iii) the Lease; (iv) the Security Documents (as defined in the Master Resolution); (v) the rights of the County in the Property; and (vi) such minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property of the general character of the Facility and as do not, in the opinion of Independent Counsel, materially impair the operation or marketability of title to the Facility.

“Rental Payments” means the rental payments payable by the Authority hereunder.

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section II.1 Representations, Covenants and Warranties of the County

. The County represents, covenants and warrants for the benefit of the Authority as follows:

(a) The County is a political subdivision duly existing within the State under the Constitution and laws of the State. Under the provisions of the Constitution and laws of the State, the County is authorized to enter into the transactions contemplated by this Ground Lease and to carry out its obligations hereunder. The County has duly authorized and approved the execution and delivery of this Ground Lease.

(b) The County warrants that it holds fee simple title in the Property free from any encumbrances other than Permitted Encumbrances.

Section II.2 Representations, Covenants and Warranties of the Authority

. The Authority represents, covenants and warrants for the benefit of the County that the Authority is a nonprofit corporation duly incorporated and in good standing in the State of Utah and is duly qualified to transact business in the State of Utah, is not in violation of any provision of its Articles of Incorporation or its Bylaws, has the corporate power and authority to enter into this Ground Lease and has duly authorized and approved the execution and delivery of this Ground Lease by proper corporate action.

DEMISING CLAUSE

The County hereby demises and leases the Property to the Authority, and the Authority leases the Property from the County, subject only to Permitted Encumbrances, in accordance with the provisions of this Ground Lease, to have and to hold for the Ground Lease Term unless sooner terminated as expressly provided herein.

GROUND LEASE TERM

Section IV.1 Commencement of Ground Lease Term

. The Ground Lease Term shall commence as of the date of issuance of the Series 2024 Bonds, and shall terminate on October 1, 2055, unless sooner terminated in accordance with the provisions of Section 4.2 hereof.

Section IV.2 Termination of Ground Lease Term

. The Ground Lease Term shall terminate upon the first to occur of any of the following events:

- (a) The expiration of the Ground Lease Term as provided in Section 4.1 hereof; or
- (b) The discharge of the lien of the Master Resolution under Article IX thereof.

Section IV.3 Option to Renew Ground Lease

. Notwithstanding anything contained elsewhere herein to the contrary, in the event the capital actually invested (as defined in the Utah Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended) by the Authority in improvements constructed upon the Property has not been fully repaid by the County at the expiration of the term of this Ground Lease, the Authority shall have the option to renew this Ground Lease, on the same terms and conditions as set forth herein, for an additional term sufficient to repay said capital, which term, when added to the number of years for which this Ground Lease has theretofore been in effect, shall not exceed (a) the useful life of the Facility, or (b) until forty years after the date hereof.

ENJOYMENT OF PROPERTY

Subject to the provisions of the Lease, the County hereby covenants to provide the Authority during the Ground Lease Term with quiet use and enjoyment of the Property, and the Authority shall during the Ground Lease Term peaceably and quietly have and hold and enjoy the Property, without suit, trouble or hindrance from the County, except as expressly set forth herein. The County shall not interfere with such quiet use and enjoyment during the Ground Lease Term so long as no Event of Default shall have occurred. The County shall, at the request of the Authority, join in any legal action in which the Authority asserts its right to such possession and enjoyment, to the extent that the County may lawfully do so. In addition, the Authority may at its own expense join in any legal action affecting its possession and enjoyment of the Property and shall be joined in any action affecting its liabilities hereunder.

The County shall have the right at all reasonable times during business hours to enter into and upon the Property for the purpose of inspecting the same.

PAYMENTS BY THE AUTHORITY

The Authority shall pay Rental Payments to the County in the sum of \$32.00, that being \$1.00 per year for a maximum of 32 years, which amount represents the total Rental Payments due hereunder during the Ground Lease Term (including all renewal option periods). The parties hereto hereby acknowledge that said Rental Payments have been paid in full on the date hereof in lawful money of the United States of America at the principal office of the County. The County and the Authority hereby determine and agree that the Rental Payments payable hereunder during the Ground Lease Term, together with other good and valuable consideration received by the County under and pursuant to a Sublease, if any, represent reasonable rental for the use of the Property. In making such determination, the County and the Authority have given consideration to the current value of the Property, the execution by the County and the Authority of the Lease and the rentals payable thereunder, the financing by the Authority of the Facility, the uses and purposes for which the Facility will be employed by the County, the benefit to the citizens of the County by reason of the improvement of the Facility and the use and occupancy of such Facility.

NONSUBORDINATION OF THE COUNTY'S INTEREST

The Authority intends to finance the Facility by the issuance of the Series 2024 Bonds in accordance with the provisions of the Lease and Master Resolution; however, it is understood and agreed that only the Authority's leasehold interest in the Property will be used as security for the payment of the principal, premium, if any, and interest, if any, on such Bonds. Consequently, it is understood and agreed by and between the County and the Authority that the County has not subordinated, and shall not be required to subordinate, its interest in and to the Property to secure such financing. However, it is acknowledged that improvements constructed on the Property will or may be used as security for the Series 2024 Bonds.

TITLE; LIMITATIONS ON ENCUMBRANCES

Section VIII.1 Title to the Real Property and the Facility

. Subject to the leasehold interest created hereby, title to the Property shall at all times be held in the name of the County. Except personal property purchased by the County at its own expense, title to the Facility and any and all additions and modifications thereto and replacements thereof shall be held in the name of the Authority. The County shall have no right, title or interest in the Facility or any additions and modifications thereto or replacements thereof, except its reversionary rights by law as lessor and except as expressly set forth herein. On termination of this Ground Lease, the County shall become the title owner of all improvements affixed to the Property. The Authority agrees to execute such documents on termination of this Ground Lease as are required to convey said improvements to the County as herein provided.

Section VIII.2 No Encumbrance, Mortgage or Pledge

. Neither the Authority nor the County shall directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Facility, except (i) encumbrances of the leasehold estate pursuant to the Master Resolution and in accordance with Section 8.3 hereof; (ii) liens for taxes and assessments not then delinquent, or which the County may, pursuant to the provisions of Section 9.3 of the Lease, permit to remain unpaid; (iii) this Ground Lease, the Lease; (iv) utility access and other easements and rights-of-way, restrictions and exceptions which the County Representative and the Authority Representative certify, will not interfere with or impair the Facility; (v) the Security Documents as defined in the Master Resolution; and (vi) such minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property of the general character of the Facility and do not, in the opinion of Independent Counsel, materially impair title to the Facility.

Section VIII.3 Encumbrance of Leasehold Interest

. The Authority may encumber by mortgage or deed of trust, and may convey, assign or sublease, its leasehold interest and estate in the Property, alone or together with its interests in the Facility as a whole, for the benefit of the holders of the Series 2024 Bonds. The execution of any such mortgage, deed of trust, assignment or other instrument or the foreclosure thereof or any sale thereunder, either by judicial proceeding or by virtue of any power reserved in such mortgage, deed of trust, assignment or conveyance by the Authority for the benefit of the holders of the Series 2024 Bonds, or the exercising of any right, power or privilege set forth therein, shall not be held as a violation of any of the terms or conditions hereof. The assignee or grantee of any conveyance or assignment of the Authority may, at its option, at any time before the rights of the Authority have been terminated as provided herein, pay any of the Rental Payments due hereunder or pay any taxes and assessments, or do any other act or thing required of the Authority by the terms hereof, or do any act or thing which may be necessary or proper to be done in the observance of the covenants and conditions thereof, or to prevent the termination hereof; all payments so made, and all things so done and

performed by such party or entity shall be effective to prevent a forfeiture of the rights of the Authority hereunder as the same would have been if done and performed by said Authority.

MAINTENANCE, TAXES AND OTHER CHARGES

Section IX.1 Maintenance of the Property by the Authority

. In the event that the Ground Lease Term extends beyond the date of termination of the Lease, the Authority agrees that at all times during the Ground Lease Term the Authority will maintain, preserve and keep the Property or cause the Property to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair, working order and condition and that the Authority will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals with respect to the Property, so that it will continue to be suitable for use as contemplated by the Lease.

Section IX.2 Taxes, Other Governmental Charges and Utility Charges

. In the event that the Ground Lease Term extends beyond the date of termination of the Lease and in the event that the Property or any portion thereof shall, for any reason, be deemed subject to taxation, assessments or charges lawfully made by any governmental body which may be secured by a lien against the Property, the Authority shall pay an amount equal to the amount of all such taxes, assessments and governmental charges then due. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the Authority shall be obligated to pay such amounts only for such installments as are required to be paid during the Ground Lease Term. In the event that the Ground Lease Term extends beyond the date of termination of the Lease, the Authority shall also pay as the same respectively become due, all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property.

The Authority may, at the expense and in the name of the Authority, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom. In the event that the Authority shall fail to pay any of the foregoing items required by this Section 9.2 to be paid by the Authority, the County may (but shall be under no obligation to) pay the same, which amounts, together with interest thereon at the rate of eighteen percent (18%) per annum, the Authority agrees to pay.

CONDEMNATION; DESTRUCTION

If during the Ground Lease Term, title to, or the temporary or permanent use of the Facility or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the Authority and the County shall cooperate in the collection and disposition of the proceeds of condemnation such that the net proceeds of such condemnation allocable to the Facility and to the Authority's leasehold interest in the Property created hereunder shall be deposited and utilized by the Authority and the County in accordance with the provisions of the Lease and the Master Resolution and the net proceeds of such condemnation allocable solely to the County's reversionary interest in the Property will be payable to the County. Except as otherwise provided in the Lease, if during the Ground Lease Term, the Facility or any material portion thereof, shall be destroyed (in whole or in part), or damaged by fire or other casualty, the Net Proceeds of any insurance policy shall be deposited and utilized by the Authority and the County in accordance with the provisions of the Lease and the Master Resolution.

DISCLAIMER OF WARRANTIES; COMPLIANCE WITH LAWS
AND RULES; OTHER COVENANTS

Section XI.1 Further Assurances and Corrective Instruments

. The County and the Authority agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property hereby leased or intended so to be, or for carrying out the intention hereof.

Section XI.2 County and Authority Representatives

. Whenever under the provisions hereof the approval of the County or the Authority is required, or the County or the Authority is required to take some action at the request of the other, such approval or such request shall be given for the County by the County Representative and for the Authority by the Authority Representative, and any party hereto and the CIB shall be authorized to act on any such approval or request.

Section XI.3 Requirements of Law

. During the Ground Lease Term, the County and the Authority shall observe and comply promptly with all laws, ordinances, orders, rules and regulations of the federal, state, and County governments and of all courts or other governmental authorities having jurisdiction over the Facility or any portion thereof and of all their respective departments, bureaus and officials, and of the insurance regulatory agencies having jurisdiction over the Facility, or any portion thereof, or any other body exercising similar functions, and of all insurance companies writing policies covering the Facility or any portion thereof, whether the same are in force at the commencement of the Ground Lease Term or may in the future be passed, enacted or directed.

EVENTS OF DEFAULT AND REMEDIES

Section XII.1 Events of Default Defined

. The following shall be an “Event of Default” under this Ground Lease: Failure by the Authority to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, for a period of ninety (90) days after written notice, specifying such failure and requesting that it be remedied, given to the Authority by the County, unless the County shall agree in writing to an extension of time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period, the County shall not unreasonably withhold its consent to an extension of such time if corrective action shall be instituted by the Authority within the applicable period and diligently pursued until the default is corrected.

The foregoing provisions of this Section are subject to the following limitations: (i) if, by reason of force majeure, the Authority shall be unable in whole or in part to carry out any agreement on its part herein contained, other than the obligations on the part of the Authority contained in ARTICLE VI hereof, the Authority shall not be deemed in default during the continuance of such inability. The Authority agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the Authority from carrying out its agreement; provided, however, that the settlement of strikes, lockout and other industrial disturbances shall be entirely within the discretion of the Authority, and the Authority shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the Authority unfavorable to the Authority. A copy of any Notice required by this Section shall also be provided to the County and the CIB.

Section XII.2 Remedies on Default

. Whenever any Event of Default referred to in Section 12.1 of this Ground Lease shall have happened and be continuing, the County shall have the right, at its option without any further demand or notice to take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Ground Lease.

Section XII.3 No Remedy Exclusive

. No remedy herein conferred upon or reserved to the County is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon an Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved in this ARTICLE XII, it shall not be necessary to give any notice, other than such notice as may be required in this ARTICLE XII.

Section XII.4 Agreement to Pay Attorneys' Fees and Expenses

. In the event that either party hereto shall default under any of the provisions hereof and the nondefaulting party shall employ attorneys or incur other expenses for the collection of Rentals, or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it shall on demand therefor pay to the nondefaulting party the fees of such attorneys and such other expenses so incurred by the nondefaulting party, to the extent that such attorney's fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the County under this Section 12.4 be subject to the availability of County Funds.

Section XII.5 No Additional Waiver Implied by One Waiver

. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section XII.6 No Termination of Ground Lease Term

. Notwithstanding the remedies provided above, the Ground Lease Term of this Ground Lease may not be terminated prior to the end of the Term described in ARTICLE IV hereof by reason of an Event of Default hereunder.

INSURANCE AND INDEMNIFICATION

Section XIII.1 Insurance. The Authority hereby covenants and agrees to at all times provide, maintain and keep in force or cause to be kept in force or cause to be kept in force such insurance as set forth in Article IX of the Lease (as defined in the Master Resolution) with respect to the Facilities.

Section XIII.2 Indemnification Covenants. To the extent of the net proceeds of the insurance coverage of the Authority and contractor's performance and payment bonds for the Facilities, the Authority shall and hereby agrees to indemnify and save the County harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the conduct or management of, or from any work or thing done on, the Facilities during the Lease Term from: (i) any condition of the Facilities; and (ii) any act or negligence of the Authority or of any of its agents, contractors or employees or any violation of law or the breach of any covenant or warranty hereunder. To the extent of available moneys as set forth above, or in the event the Authority is self insured, or the insurance coverage has a deductible amount, then from moneys to be appropriated under budget proceedings for future years, if such appropriations are then made, the Authority shall indemnify and save the County harmless, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the County, shall defend it in any action or proceeding.

In exchange for the Authority's agreement to indemnify the County as provided in this Section 13.2, the County hereby agrees to assert any cause of action that it might individually have against any third parties for the benefit of the Authority. Furthermore, in no event will the County voluntarily settle or consent to the settlement of any proceeding arising out of any claim applicable to the Facilities without the written consent of the Authority.

MISCELLANEOUS

Section XIV.1 Notices

. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, addressed as follows: if to the Authority, the Local Building Authority of San Juan County, 117 S. Main, Monticello, Utah 84535, Attention: Chair; of to the County, San Juan County, 117 S. Main, Monticello, Utah 84535, Attention: Chair. A duplicate copy of each notice, certificate or other communications given hereunder by the Authority or the County shall also be given to the CIB. The Authority and the County may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section XIV.2 Binding Effect

. This Ground Lease shall inure to the benefit of and shall be binding upon the Authority, the County and their respective successors and assigns.

Section XIV.3 Severability

. In the event any provision of this Ground Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section XIV.4 Amendments, Changes and Modifications

. Subsequent to the issuance of the Series 2024 Bonds and prior to their payment in full (or provision for the payment thereof having been made in accordance with the provisions of the Master Resolution), and except as otherwise herein expressly provided, this Ground Lease may not be effectively amended, changed, modified, altered or terminated without the written consent of the CIB.

Section XIV.5 Execution in Counterparts

. This Ground Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section XIV.6 Applicable Law

. This Ground Lease shall be governed by and construed in accordance with the laws of the State.

Section XIV.7 Captions

. The captions or headings in this Ground Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Ground Lease.

Section XIV.8 Assignment

. This Ground Lease may be assigned and reassigned by the Authority and the Authority's interest in the Property transferred in accordance with the terms hereof and of the Lease. This Ground Lease may not be assigned by the County for any reason.

IN WITNESS WHEREOF, the Authority has caused this Ground Lease to be executed with its corporate seal hereunto affixed and attested by its duly authorized officer. The County has executed this Ground Lease in its name with its seal hereunto affixed and attested by its duly authorized officers. All of the above occurred as of the date first above written.

LOCAL BUILDING AUTHORITY OF
SAN JUAN COUNTY, UTAH

By: _____
Chair

Attest:

By: _____
Secretary

(LBA SEAL)

SAN JUAN COUNTY, UTAH

By: _____
Chair

Attest:

By: _____
County Clerk

(COUNTY SEAL)

STATE OF UTAH)
 :SS
 COUNTY OF SAN JUAN)

In the County of San Juan, State of Utah, on this ____ day of _____, 2024, before me, the undersigned notary, personally appeared Jamie Harvey and Lyman W. Duncan, the Chair and the Secretary, respectively, of the Local Building Authority of San Juan County, Utah, who are personally known to me or who proved to me their identities through documentary evidence to be the persons who signed the preceding document in my presence and who swore or affirmed to me that their signatures are voluntary.

Notary signature and seal

STATE OF UTAH)
 :SS
 COUNTY OF SAN JUAN)

In the County of San Juan, State of Utah, on this ____ day of _____, 2024, before me, the undersigned notary, personally appeared Jamie Harvey and Lyman W. Duncan, the Chair and County Clerk/Auditor, respectively, of San Juan County, Utah, who are personally known to me or who proved to me their identities through documentary evidence to be the persons who signed the preceding document in my presence and who swore or affirmed to me that their signatures are voluntary.

EXHIBIT A

DESCRIPTION OF PROPERTY

Real property located in San Juan County, Utah, to-wit:

Public Safety Building Remodel and Expansion and related improvements

LOCAL BUILDING AUTHORITY OF SAN JUAN COUNTY, UTAH
AS LESSOR

A Nonprofit Corporation Organized Under the Laws of
the State of Utah

and

SAN JUAN COUNTY, UTAH, AS LESSEE

A Political Subdivision and Body Politic of
the State of Utah

LEASE AGREEMENT

Dated as of _____, 2024

Various interests of the Local Building Authority of San Juan County, Utah, in this Lease Agreement have been assigned to secure the payment of the Local Building Authority of San Juan County, Utah, Lease Revenue Bonds, Series 2024 under a Master Resolution dated as of the date hereof.

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LEASE AGREEMENT

THIS LEASE AGREEMENT (the “Lease”) dated as of _____, 2024, entered into by and between the LOCAL BUILDING AUTHORITY OF SAN JUAN COUNTY, UTAH (the “Authority”), as lessor hereunder, a nonprofit corporation duly organized, existing and in good standing under the laws of the State of Utah, and also acting as issuer under a Master Resolution dated as of even date herewith (the “Master Resolution”), and SAN JUAN COUNTY, UTAH (the “County”), as lessee hereunder, a political subdivision and body politic under the laws of the State of Utah;

W I T N E S S E T H :

WHEREAS, the County is a political subdivision and body corporate and politic duly existing under and by virtue of the Constitution and laws of the State of Utah; and

WHEREAS, the County has previously authorized and directed the creation of the Authority pursuant to provisions of a Resolution (the “Creating Resolution”); and

WHEREAS, pursuant to the direction of the Board of County Commissioners of the County (the “Commissioners”) contained in the Creating Resolution, the Authority has been duly and regularly created, established and is organized and existing as a nonprofit corporation under and by virtue of the provisions of the Constitution and laws of the State of Utah, including, in particular, the provisions of the Utah Revised Nonprofit Corporations Act, Title 16, Chapter 6a, Utah Code Annotated 1953, as amended (the “Nonprofit Corporation Act”) and the Utah Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended (the “Utah Local Building Authority Act” and collectively with the Nonprofit Corporation Act, the “Acts”); and

WHEREAS, under the articles of incorporation of the Authority (the “Articles”) the objects and purposes for which the Authority has been founded and incorporated are to acquire, improve or extend one or more projects and to finance their costs on behalf of the County in accordance with the procedures and subject to the limitations of the Utah Local Building Authority Act in order to accomplish the public purposes for which the County exists; and

WHEREAS, the Authority is possessed under the Articles of all powers set forth in the Acts, the Constitution and other laws of the State of Utah, including, without limitation, the power to acquire, own, hold, lease and improve real and personal property and to enter into agreements providing for a lease, mortgage or other conveyance of real and personal property; and

WHEREAS, the Authority and the County desire to finance certain projects including the acquisition and construction of a Public Safety Building Remodel and Expansion and related improvements (the “Project”); and

WHEREAS, the County desires to Ground Lease to the Authority parcels of land to be used as the sites of the Project pursuant to a Ground Lease Agreement of even date

herewith, by and between the County, as lessor, and the Authority, as lessee (the “Ground Lease”), and

WHEREAS, the County desires to lease, as lessee, on an annually renewable basis, the Project from the Authority and the Authority desires to lease, as lessor, the Project to the County under the terms and provisions set forth in this Lease; and

WHEREAS, the Board has previously approved the estimated costs of the Project; and

WHEREAS, under the provisions of a resolution dated May 21, 2024 (the “County Resolution”), the Board of County Commissioners has authorized and approved the execution of this Lease and the Ground Lease (defined herein) and has authorized certain actions to be taken by the Authority in connection with the financing of the Project, including the issuance by the Authority under the Master Resolution of its Lease Revenue Bonds, Series 2024 in the total aggregate principal amount of \$21,366,000, to bear interest at 2.0% per annum (the “Series 2024 Bonds”); and

WHEREAS, pursuant to the provisions of a resolution dated May 21, 2024, the Board of Trustees of the Authority (the “Governing Board”) has authorized, approved and directed the execution of this Lease, the Ground Lease, has adopted the Master Resolution, and has authorized, approved and directed certain actions to be taken by the Authority in connection with the financing of the Project, including the issuance of the Series 2024 Bonds; and

WHEREAS, pursuant to and in accordance with the provisions of the Utah Local Building Authority Act and the Articles, the Authority proposes to undertake the financing of the Project and the leasing of the Project to the County under the terms and provisions of this Lease; and

WHEREAS, the Authority proposes to finance the Project, in part, through the issuance of the Series 2024 Bonds; and

WHEREAS, the Series 2024 Bonds will be secured as provided in the Master Resolution including the Security Documents (defined herein) and a pledge and assignment of this Lease and the revenues and receipts derived by the Authority from the Project, all as more fully set forth in the Master Resolution.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

DEFINITIONS

All terms defined in Article I of the Master Resolution, unless the context otherwise requires, shall have the same meaning in this Lease. In addition, unless the context otherwise requires, the terms defined in this Article I shall, for all purposes of this Lease and the Master Resolution, have the meaning herein specified.

“Acts” means, collectively, the Utah Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended, and the Utah Revised Nonprofit Corporation Act, Title 16, Chapter 6a, Utah Code Annotated 1953, as amended.

“Additional Bonds” means Bonds issued by the Authority pursuant to Section 3.10 of the Master Resolution.

“Additional Rentals” means the cost of all taxes, insurance premiums and expenses payable by, and fees of, the Authority with respect to the Bonds and other charges and costs which the County assumes or agrees to pay exclusively from County Funds under Section 6.3 of this Lease, together with all interest and penalties that may accrue thereon in the event that the County shall fail to pay the same, as specifically set forth herein.

“Authority” means the Local Building Authority of San Juan County, Utah, a nonprofit corporation organized under the laws of the State acting in the capacity of lessor under this Lease and as issuer under the Master Resolution.

“Authority Representative” means the person or persons at any time designated to act on behalf of the Authority for purposes of performing any act on behalf of the Authority with respect to the Project by a written certificate furnished to the County containing the specimen signature of such person or persons and signed on behalf of the Authority by any duly authorized officer of the Authority. Such certificate may designate an alternate or alternates. The Authority Representative may be an officer or employee of the Authority or the County.

“Base Rentals” means the payments payable by the County exclusively from County Funds pursuant to Section 6.2 of this Lease during the Original Term and any applicable Renewal Term hereof (as those terms are hereinafter defined), which constitute the payments payable by the County for and in consideration of the right of use of the Project during such Original Term and applicable Renewal Terms and the purchase option granted herein.

“Business Day” means a legal business day on which banking business is transacted in the state in which the Authority has its principal office.

“CIB” means the State of Utah Permanent Community Impact Fund Board, or any successor agency.

“Completion Certificate” shall mean the certificate described in Section 7.3 hereof establishing the Completion Date.

“Completion Date” shall mean the date of acceptance by the County of the Project as evidenced by delivery of the Completion Certificate.

“Construction Contract” shall mean any construction contract between the Authority (or its designee) and any contractor regarding construction of the Project.

“Costs of Construction” shall mean:

(a) the actual cost of enlarging, constructing, reconstructing, improving, replacing, restoring, renovating, maintaining, equipping or furnishing all or any part of the Project, including architect’s or engineer’s fees; and

(b) all expenses connected with the authorization, sale and issuance of the Bonds, including trustee initial fees, fees for outside attorneys or accountants, whose opinions are required to obtain the issuance of the Bonds, financial advisors’ fees and commissions and printing costs, those amounts as the Authority shall find necessary to establish reserves and maintenance, repair, replacement, and contingency funds and accounts, and the interest on Bonds for a reasonable time prior to, during, and for a reasonable period of time after completion of the construction of the Project.

“County” means San Juan County, Utah, a political subdivision and body politic duly established and existing under and by virtue of the Constitution and laws of the State.

“County Funds” means all revenues, receipts and other legally available moneys, including without limitation payments received by the County from operation or subleasing of the Project and moneys derived from ad valorem property taxes and other taxes, to the extent the same are budgeted and appropriated by the governing body of the County for the purpose of paying Base Rentals, Additional Rentals or the Purchase Option Price hereunder during the Original or any Renewal Term in which this Lease may be in effect.

“County Representative” means the person at any time designated to act on behalf of the County for purposes of performing any act with respect to the Project by a written certificate furnished to the Authority containing the specimen signature of such person and signed on behalf of the County by the Chair or any duly authorized officer thereof. Such certificate may designate an alternate or alternates. The County Representative may be an officer or employee of the Authority or the County.

“Event of Default” means one or more events of default as defined in Section 14.1 of this Lease.

“Event of Nonappropriation” means a failure by the County to renew this Lease by failing to budget and appropriate sufficient County Funds for the payment of all or any part of the Base Rentals and Additional Rentals for any Renewal Term hereof as set forth in Section 6.6 of this Lease prior to the beginning of any Renewal Term.

“Force Majeure” means, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies, including terrorists; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of the County and not due to its negligence.

“Ground Lease” means the Ground Lease Agreement of even date herewith between the County, as Lessor, and the Authority, as Lessee, and any amendments or supplements thereto, including exhibits attached thereto, whereby the County will lease the Project Site to the Authority.

“Independent Counsel” means an attorney duly admitted to the practice of law before the highest court of the State and who is not a full-time employee of the Authority or the County.

“Lease” means this Lease Agreement and any amendments or supplements hereto, including the exhibits attached hereto.

“Lease Term” means the duration of the estate created in the Project as provided in Article IV of this Lease, including the Original Term and the Renewal Terms, if any.

“Master Resolution” means the Master Resolution of the Authority dated as of the date of this Lease, pursuant to which the Bonds are authorized to be issued and certain interests of the Authority in this Lease, and the Base Rentals, Purchase Option Price and other revenues received by the Authority from the County with respect to the Project are to be pledged and assigned as security for the payment of principal of, premium, if any, and interest, if any, on the Bonds, including any resolution supplemental thereto.

“Net Proceeds,” when used with respect to any performance or payment bond proceeds or proceeds from policies of insurance required hereby or any condemnation award or the proceeds of any liquidation of all or portions of the Project, means the amount remaining after deducting all expenses (including, without limitation, attorneys’ fees and costs) incurred in the collection of such proceeds or award from the gross proceeds thereof.

“Original Term” means the portion of the Lease Term which terminates on December 31, 2024.

“Permitted Encumbrances” means, as of any particular time, liens for taxes and assessments not then delinquent, or which the County may, pursuant to the provisions of Article IX of this Lease, permit to remain unpaid; this Lease, including any security interests granted herein and therein; utility access and other easements and rights of way, restrictions and exceptions which the County Representative and the Authority Representative certify will not interfere with the operation of the Project or impair the marketability of title to the Project or the general security provided for the Bondholders;

the Master Resolution, the Security Documents and related financing statements; the ownership interest of the County in the Project Site under the Ground Lease, and such minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property of the general character of the Project and as do not, in the opinion of Independent Counsel, materially impair the operation or marketability of title to the Project.

“Project” means the acquisition and construction of a Public Safety Building Remodel and Expansion and other related improvements, as more fully described in Exhibit A hereto.

“Project Documents” means the plans and specifications with respect to the Project, any necessary permits for construction of the Project, including any building permits and certificates of occupancy or waivers of the same; the Construction Contract; policies of title, casualty, public liability and workers’ compensation insurance, or certificates thereof, as required by this Lease with respect to the Project; performance and payment bonds with respect to the Project; contracts with the architect hired in connection with the plans and specifications; and policies of title, casualty and public liability insurance, any and all other documents executed by or furnished to the County in connection with the acquisition, construction and equipping of the Project.

“Project Site” means, collectively, the real property, as more fully described in Exhibit A hereof, upon which the Project is located.

“Purchase Option Price” means an amount payable, at the option of the County, at any time for the purpose of terminating the payment obligation of the County under this Lease and purchasing the Project, which amount, when added to the amounts then on deposit in the Bond Fund and Reserve Fund (other than moneys held by the Authority for the payment of Bonds not deemed Outstanding), shall be sufficient to pay, defease, retire and/or redeem all the Outstanding Bonds, as appropriate, in accordance with the provisions of the Master Resolution (including, without limiting the generality of the foregoing, the principal of and interest to maturity or earliest applicable redemption date of the relevant Bonds, as the case may be, and premium, if any, thereon, the expenses of defeasance and/or redemption, including escrow agent fees, if any, and the Authority’s and paying agents’ fees and expenses) and in case of redemption, to make arrangements satisfactory to the Authority for the giving of the required notice of redemption.

“Refunding Bonds” means Bonds issued by the Authority pursuant to Section 3.9 of the Master Resolution.

“Renewal Terms” means the optional Renewal Terms of the Lease Term as provided in Article IV of this Lease.

“Security Documents” means a leasehold deed of trust, assignment of rents and security agreement and an assignment of ground lease with respect to the Project.

“State” means the State of Utah.

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section II.1 Representations, Covenants and Warranties of the County

The County represents, covenants and warrants for the benefit of the Authority as follows:

(a) The County is a political subdivision and body politic duly existing as such within the State under the Constitution and laws of the State. Under the provisions of the Constitution and laws of the State, the County is authorized to enter into the transactions contemplated by this Lease and the Ground Lease and to carry out its obligations hereunder. The County has duly authorized and approved the execution and delivery of this Lease and the Ground Lease. The County agrees that it will do or cause to be done all things necessary to preserve and keep in full force and effect its existence.

(b) The Authority has by this Lease leased the Project to the County as hereinafter provided. It is understood by the parties hereto that the Authority shall have all rights, title and interest in the Project, subject to Permitted Encumbrances.

(c) During the Lease Term, the Project will at all times be used for the purposes described herein consistent with the permissible scope of the Authority and the County under the Constitution and laws of the State.

(d) The County is not in default under any of the provisions of the laws of the State which default would affect its existence or its powers referred to in subsection (a) of this Section 2.1. Neither the execution and delivery of this Lease, the Ground Lease nor the issuance and sale of the Bonds, nor the performance by the County of its obligations under this Lease nor the Ground Lease will constitute on the part of the County a breach of or a default under, any existing law, court or administrative regulation, decree, order or any material agreement, indenture, mortgage, lease or any other instrument to which the County is subject or by which it is or may be bound.

(e) There is no action, suit or proceeding pending or, to the best knowledge of the County, threatened, or any basis therefor, before any court or administrative agency which may adversely affect the County or ability of the County to perform its obligations under this Lease or the Ground Lease. All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by the County of this Lease or the Ground Lease or in connection with the carrying out by the County of its obligations under the Lease or the Ground Lease have been obtained.

(f) The Project as designed complies with all presently applicable state and local building and zoning ordinances.

(g) The acquisition of the Project will be accomplished in accordance with all applicable laws and is necessary and appropriate for accomplishing one or more of the authorized functions or public purposes of the County and is suitable for such purpose and in furtherance of the purposes of the County and the best interests of the citizens of the County.

Section II.2 Representations, Covenants and Warranties of the Authority

The Authority represents, covenants and warrants for the benefit of the County as follows:

(a) The Authority is a nonprofit corporation duly incorporated and in good standing under the laws of the State and is duly qualified to transact business in the State, is not in violation of any provision of its Articles or its Bylaws, has the corporate power and authority to enter into this Lease and the Ground Lease and has duly authorized and approved the execution and delivery of this Lease and the Ground Lease by proper corporate action.

(b) The Authority agrees that, so long as this Lease has not been terminated, it will maintain its corporate existence, will continue to be a corporation in good standing under the laws of the State, will not dissolve or otherwise dispose of all or substantially all of its assets, except as provided in this Lease, and will not consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it.

(c) The Authority has, or will acquire, ownership of the Project (subject to Permitted Encumbrances). The Authority has by this Lease leased the Project to the County as hereinafter provided. It is understood by the parties hereto that the Authority shall have all rights, title and interest in the Project, subject to Permitted Encumbrances.

(d) The Authority will not pledge the Base Rentals, the Additional Rentals, Purchase Option Price or any of its other rights hereunder and will not assign its interest in or encumber the Project except as provided hereunder and under the Master Resolution and the Security Documents. All property and moneys received by the Authority for the County will, so long as no Event of Nonappropriation or Event of Default shall occur, be applied for the benefit of the County, and all property and moneys received by the Authority hereunder with respect to the Project and under the Master Resolution for the Bondholders of the Bonds will be applied for the proportionate benefit of said Bondholders.

(e) Neither the execution and delivery hereof, nor the fulfillment of or compliance with the terms and conditions hereof or of the Ground Lease, nor the consummation of the transactions contemplated hereby or of the Ground Lease conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Authority is now a party or by which the Authority is bound, or constitutes a default under any of the

foregoing or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Authority except Permitted Encumbrances.

(f) Except as otherwise provided herein, in the Master Resolution and the Security Documents, the Authority will not assign this Lease, its rights to payments from the County or its duties and obligations hereunder to any other person, firm or corporation so as to impair or violate the representations, covenants and warranties contained in this Section 2.2.

(g) The Authority will not use any of the proceeds of the sale of the Bonds in a manner not authorized by the terms of this Lease, the Master Resolution or the exhibits hereto and thereto.

(h) There is no action, suit or proceeding pending or, to the best knowledge of the Authority, threatened, or any basis therefor, before any court or administrative agency which might adversely affect the Authority or the ability of the Authority to perform its obligations under the Lease, the Ground Lease, the Master Resolution, the Security Documents or the Bonds. All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by the Authority of this Lease, the Master Resolution, the Security Documents and the Bonds or in connection with the carrying out by the Authority of its obligations under this Lease, the Ground Lease, the Master Resolution, the Security Documents and the Bonds have been obtained.

(i) The Authority gave notice of its intent to issue the Series 2024 Bonds and no petition meeting the requirements of the Utah Local Building Authority Act was submitted during the 30-day period following posting of such notice.

DEMISING CLAUSE

The Authority hereby demises and leases the Project to the County and the County leases the Project from the Authority, subject only to Permitted Encumbrances in accordance with the provisions of this Lease, to have and to hold under this Lease unless sooner terminated as expressly provided herein. Nothing in this Lease shall be construed to require the County to operate the Project other than as the lessee hereunder or to exercise its right to purchase the Project or any portion thereof as provided in Article XII of this Lease.

The Authority warrants and covenants that it has (or will have) an interest in the Project Site and that it will furnish the Project, all as more fully described in Exhibit A hereto and subject to Permitted Encumbrances. The Authority will cause to be furnished at the time of delivery of the Series 2024 Bonds, or at or prior to disbursement of any amounts with respect to such portion of the Project, a title report issued by a title insurance company satisfactory to the CIB which satisfies the requirements of Section 3.3(c) of the Master Resolution.

The Authority shall be empowered, after an Event of Nonappropriation or an Event of Default and the foreclosure of the security afforded under this Lease, the Master Resolution or the Security Documents, and apply the said amounts collected to the Base Rentals and Additional Rentals, as appropriate, required herein, but, no such collection shall be deemed a waiver of any agreement, term, covenant or condition hereof.

LEASE TERM

Section IV.1 Commencement of Lease Term

. The Lease Term shall commence as of the date of delivery of the Series 2024 Bonds and shall terminate at midnight on December 31, 2024. The Lease Term may be continued, solely at the option of the County, beyond the termination of the Original Term for an additional year, the first “Renewal Term”, and for 32 consecutive additional Renewal Terms thereafter each of one year in duration (except that the final Renewal Term shall commence January 1, 2055, and end on October 1, 2055), upon the County having budgeted and appropriated, prior to the end of the then current Original or Renewal Term, sufficient County Funds for the payment of Base Rentals and reasonably estimated Additional Rentals to become due during the next following Renewal Term, it being understood that by budgeting and appropriating such amounts, the County shall have elected to continue the Lease Term for the next following Renewal Term and shall have given adequate notice thereof as contemplated by the Utah Local Building Authority Act, and it being further understood that if no payment is due and owing during a Renewal Term, the County shall be deemed to have continued the Lease Term for said Renewal Term. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Base Rentals and Purchase Option Price shall be as otherwise provided herein.

Notwithstanding anything contained elsewhere herein to the contrary, the Lease Term will be automatically renewed prior to the Completion Date of the Project, since the County will not be required to budget and appropriate funds for the payment of Base Rentals until such date and should the County budget and appropriate funds for the payment of Base Rentals and reasonably estimated Additional Rentals to become due during the following Renewal Term with respect to the Lease, the County shall automatically be deemed to have continued the Lease Term for such Renewal Term. Should the County fail to budget and appropriate funds for the payment of Base Rentals and reasonably estimated Additional Rentals to become due during the following Renewal Term under the Lease, the County may, nevertheless elect to continue the Lease Term in accordance with the provisions hereof.

Section IV.2 Termination of Lease Term

. The Lease Term shall terminate upon the first to occur of the following events:

- (a) the occurrence of an Event of Nonappropriation;
- (b) the exercise by the County of its option to purchase the Project, granted under the provisions of this Lease;
- (c) an Event of Default and the election of the Authority to terminate this Lease under Article XIV hereof;

(d) the discharge of the lien of the Master Resolution under Article IX thereof;

(e) the termination of the Lease Term pursuant to Section 10.3 of this Lease under the conditions provided therein; or

(f) October 1, 2055, which date constitutes the last day of the final Renewal Term of this Lease, upon payment of all Base Rentals and Additional Rentals required hereunder.

ENJOYMENT OF PROJECT

Subject to the provisions of the Lease, the Authority hereby covenants to provide the County during the Lease Term with quiet use and enjoyment of the Project, and the County shall during the Lease Term peaceably and quietly have and hold and enjoy the Project, without suit, trouble or hindrance from the Authority or the Bondholders, except as expressly set forth herein and in the Master Resolution and the Security Documents. Neither the Authority nor any Bondholder shall interfere with such quiet use and enjoyment during the Lease Term so long as no Event of Default or Event of Nonappropriation shall have occurred. The Authority shall, at the request of the County and at the cost of the County, join in any legal action in which the County asserts its right to such possession and enjoyment, to the extent that the Authority may lawfully do so. In addition, the County may at its own expense join in any legal action affecting its possession and enjoyment of the Project and shall be joined as a party in any action affecting its liabilities hereunder.

The Authority shall have the right at all reasonable times during business hours (and in emergencies at all times) to enter into and upon the Project for the purpose of inspecting the same.

PAYMENTS BY THE COUNTY

Section VI.1 Payments to Constitute a Current Expense of the County

. The County and the Authority acknowledge and agree that the obligation of the County to pay Base Rentals and Additional Rentals hereunder constitutes a current expense of the County payable exclusively from County Funds and shall not in any way be construed to be an obligation or indebtedness of the County within the meaning of Sections 3 or 4 of Article XIV of the Utah Constitution, or any other constitutional or statutory limitation or requirement applicable to the County concerning the creation of indebtedness. No provision of this Lease shall be construed or interpreted as a lending of the credit of the County within the meaning of Section 29 of Article VI of the Utah Constitution. Neither the County, nor the Authority on its behalf, has pledged the credit of the County to the payment of the Base Rentals, the Additional Rentals, the Purchase Option Price, the Bonds or the interest thereon, and neither this Lease, the Ground Lease, the Security Documents, the Master Resolution nor the Bonds, if any, shall directly or contingently obligate the County to apply money, or to levy or pledge any form of taxation, to the payment of the Base Rentals, the Additional Rentals, the Purchase Option Price, the Bonds or any interest thereon except as expressly provided herein.

Section VI.2 Payment of Base Rentals

. The County shall pay Base Rentals exclusively from County Funds. The County shall pay Base Rentals during the Original Term and any Renewal Term in such amounts as shall be sufficient to pay principal when due on the Bonds. The Base Rentals shall be payable directly to the Authority in annual payments in such amounts as shall equal the interest payments, if any, falling due on the Bonds on the next succeeding interest payment date and the principal payments falling due on the Bonds, either by regularly scheduled maturities or by mandatory sinking fund redemption, on the next succeeding principal payment date, such that there shall be on deposit with the Authority at least fifteen (15) days prior to each principal and/or interest payment date on the Bonds an amount sufficient to make such payment. In addition, until the Reserve Fund with respect to the Bonds is at all times fully funded to the Reserve Fund Requirement, the County shall, in the event it elects to renew this Lease during the following Renewal Term, and as a condition of renewal, pay to the Authority in annual payments Additional Rentals during the following Renewal Term, in an amount sufficient to fund or replenish the Reserve Fund to the Reserve Fund Requirement as provided in the Master Resolution. Notwithstanding anything contained herein to the contrary, no payment of Base Rentals or Additional Rentals shall be required to be paid prior to delivery of the Project to the County for occupancy, provided, however, that as substantial portions of the Project are available for operation the County shall pay Base Rentals in proportion to the portion available. The amount of the Base Rentals otherwise payable by the County hereunder shall be reduced by an amount equal to earnings on the investment of the Bond Fund, moneys transferred to the Bond Fund from the Reserve Fund pursuant to the last paragraph of Section 6.7 of the Master Resolution which moneys are applied to pay the principal of and interest, if any, on the Bonds, any moneys paid by the Authority for the purchase of the Bonds and the cancellation thereof or which are otherwise deposited in

the Bond Fund, other than moneys paid as Base Rentals or the Purchase Option Price. Base Rentals due at least fifteen (15) days prior to any Bond payment date shall be in consideration for the use of the Project by the County during the one-year period succeeding each Bond payment date and for the option to purchase the Project granted herein.

It is understood and agreed by the County that, subject to the terms of this Lease and the Master Resolution, all Base Rentals payable under this Section 6.2 by the County, as well as the Purchase Option Price, if paid with respect to the Project, are pledged by the Authority for the benefit of the Bondholders. The County assents to such pledge. The Authority hereby directs the County, and the County hereby agrees to pay to the Authority at its principal office, all Base Rentals payable by the County pursuant to this Section 6.2 and, if paid, the Purchase Option Price.

The amount of the Base Rentals and Purchase Option Price otherwise payable shall be reduced as appropriate to reflect any redemption of Bonds and/or the purchase of Bonds and the cancellation thereof in advance of their maturity; provided, however, that adequate provision shall be made for the payment of any Additional Bonds or Refunding Bonds. If at any time the amounts held by the Authority in the Bond Fund and the Reserve Fund (other than moneys held for the payment of Bonds not deemed Outstanding) shall be sufficient to pay at the times required the principal of and interest and redemption premium, if any, on all of the Bonds (including any Additional Bonds and Refunding Bonds) then Outstanding, the County shall not be obligated to pay any further Base Rentals hereunder.

Section VI.3 Payment of Additional Rentals with Respect to the Project

. In addition to the Base Rentals and as part of the total consideration for the use of the Project and the option to purchase the Project, and commencing upon delivery of possession of the Project or any substantial portion thereof, as provided in Section 6.2 of this Lease and continuing throughout the period that the County pays Base Rentals, the County shall pay the following Additional Rentals, exclusively from County Funds, during the Original Term and any Renewal Terms thereof as hereinafter provided:

- (a) the annual fee of the Authority for the ordinary services of the Authority rendered and its ordinary expenses incurred under the Master Resolution;
- (b) the reasonable fees and charges of the Authority and any paying agent appointed under the Master Resolution with respect to the Bonds for acting as paying agent as provided in the Master Resolution;
- (c) the reasonable fees and charges of the Authority for extraordinary services rendered by it and extraordinary expenses incurred by it as Authority under the Master Resolution;
- (d) the reasonable out-of-pocket expenses of the Authority not otherwise required to be paid by the County under the terms of this Lease;

(e) the costs of maintenance and repair as required under Section 9.1 of this Lease;

(f) the costs of taxes, governmental charges, utility charges, management and operations expenses, liens and encumbrances as required under Section 9.3 of this Lease;

(g) the costs of casualty, public liability and property damage and worker's compensation insurance as required under Sections 9.4, 9.5 and 9.6 of this Lease;

(h) the amount of any tax or excise on the Base Rentals, Additional Rentals, Purchase Option Price or any other tax, however described, levied, assessed or imposed by the United States Government, the State or any political subdivision or any taxing authority thereof against the Authority; and

(i) an amount equal to any franchise, succession, capital levy or transfer tax or any income, excess profits or revenue tax, or any other tax, assessment, charge or levy upon the Base Rentals, Additional Rentals or the Purchase Option Price payable by the County pursuant to this Lease.

The Additional Rentals specified in subsections (a), (b) and (c) shall be payable to the Authority and shall be due and payable within ten (10) days after notice in writing from the Authority to the County stating the amount of Additional Rentals then due and payable and the purpose thereof. Except as otherwise provided herein or in the Master Resolution, the Additional Rentals specified in subsections (d), (e), (f), (g), (h) and (i) shall be payable to the Authority or directly to the person or entity with respect to which such costs were incurred and shall be due and payable at such time as the Authority or such person or entity shall require.

Section VI.4 Manner of Payment

The Base Rentals, Additional Rentals and, if paid, the Purchase Option Price, shall be paid exclusively from County Funds and in lawful money of the United States of America. The obligation of the County to make payment of the Base Rentals and Additional Rentals required under this Article VI and other sections hereof and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events except as expressly provided hereunder. Notwithstanding any dispute between the County and the Authority, any Bondholder, any contractor or subcontractor retained with respect to the acquisition, construction and equipping of the Project, any supplier of labor or materials in connection therewith or any other person, the County shall pay all payments of Base Rentals and Additional Rentals, from and to the extent of available County Funds, when due, and shall not withhold any Base Rentals or Additional Rentals pending final resolution of such dispute, nor shall the County assert any right of set-off or counterclaim against its obligation to make such payments required hereunder. The obligation of the County to pay Base Rentals and Additional Rentals during the Original Term and the then current Renewal Term shall be

absolute and unconditional in all events, except as expressly provided herein, and payment of the Base Rentals and Additional Rentals shall not be abated through accident or unforeseen circumstances.

Section VI.5 Expression of Need for the Project by the County; Determination of Purchase Price

. The County hereby declares that, as of the date of the execution of this Lease, the County currently has an essential need for the Project which is the subject of this Lease to carry out and give effect to the public purposes of the County. By the execution hereof, the County and the Authority hereby agree and determine that the Base Rentals and Additional Rentals payable hereunder are reasonable and that the Purchase Option Price represents, as of the end of the Original Term or any Renewal Term, a reasonable purchase price of the Project. In making such determination the County and the Authority have given consideration to the costs of construction of the Project, the cost of financing the Project, the uses and purposes for which the Project will be employed by the County and the benefit to the citizens of the County by reason of the County's use and occupancy of the Project pursuant to the provisions of this Lease.

Section VI.6 Nonappropriation

. In the event that sufficient County Funds shall not be budgeted and appropriated by the County prior to the beginning of any Renewal Term for the payment of the Base Rentals becoming due during such Renewal Term, and such Additional Rentals becoming due during such Renewal Term which can be determined with reasonable accuracy, then an Event of Nonappropriation shall be deemed to have occurred as of the first day of such Renewal Term and the County shall not be obligated to make payment of the Base Rentals or Additional Rentals provided for herein beyond the last day of the Renewal Term preceding such Event of Nonappropriation. Subject to the provisions of the next succeeding sentence, once the County has elected to continue this Lease for a Renewal Term by budgeting and appropriating sufficient County Funds for the payment of Base Rentals and Additional Rentals hereunder the County shall, as of the first day of such Renewal Term, be obligated to pay such Base Rentals and Additional Rentals during such Renewal Term. If the County fails to pay any Base Rentals or Additional Rentals due under this Lease, or upon an Event of Nonappropriation the County shall immediately quit and vacate the Project and its obligation to pay Base Rentals or Additional Rentals hereunder shall terminate. The Authority shall, upon the occurrence of an Event of Nonappropriation, have all rights and remedies to take possession of the Project as trustee for the benefit of the Bondholders and shall hold in trust for the Bondholders all moneys then on hand and being held in all funds created under the Master Resolution. All property, funds and rights acquired by the Authority by reason of an Event of Nonappropriation as provided herein shall be held by the Authority under the Master Resolution for the benefit of the Bondholders as set forth in said Master Resolution until the principal of, and premium, and interest, if any, on the Bonds are paid in full and any excess shall thereafter be paid to the County.

The parties hereto agree that, upon the occurrence of an Event of Nonappropriation, the County shall immediately quit and vacate the Project.

Section VI.7 Application of Base Rentals, Additional Rentals and Purchase Option Price

—All Base Rentals, the Additional Rentals specified in subsections (a). (b), (c) and (d) of Section 6.3 hereof, and, if paid by the County, the Purchase Option Price shall be paid to the Authority for application in accordance with the Master Resolution.

Section VI.8 Request for Appropriation

. To the extent permitted by law, the County covenants and agrees as follows:

(a) During the term of this Lease, the County covenants and agrees to include in its annual tentative budget prepared by the appropriate officials acting on behalf of the County in accordance with applicable law an item for expenditure of an amount necessary (after taking into account any moneys then legally available for such purpose, including but not limited to such revenues and receipts, if any, as may be generated by the County's operation or subleasing of the Project) to pay the Base Rentals and reasonably estimated Additional Rentals (calculated as provided herein) for the Project during the next succeeding Renewal Term, and to take such further action (or cause the same to be taken) as may be necessary or desirable to assure that the final budget submitted to the governing body of the County for its consideration seeks an appropriation of moneys sufficient to pay such Base Rentals and Additional Rentals for each such Renewal Term, including all such actions for such purpose as may be required under the Uniform Fiscal Procedures Act for Counties, Title 17, Chapter 36, Utah Code Annotated 1953, as amended (the "Uniform Fiscal Procedures Act"). The first such inclusion in the County's annual tentative budget shall be made under applicable law in the fiscal year prior to the fiscal year commencing December 1, 2010, so that the Base Rentals payable during such Renewal Term and the reasonably estimated Additional Rentals payable during such Renewal Term will have been appropriated for such purpose, and subsequent inclusions in each respective tentative budget for appropriations by the County shall be made in each fiscal year thereafter so that the Base Rentals to be paid during the succeeding Renewal Term and Additional Rentals payable during such Renewal Term will be available for such purposes as long as the governing body of the County determines to approve such amount in the final budget as adopted.

To effect the covenants set forth in (a) above, the County hereby directs its "budget officer" (as such term is defined in the Uniform Fiscal Procedures Act, or any other officer at the time charged with the responsibility of formulating budget proposals) to include in the tentative budget prepared annually by such budget officer or other officer and submitted to the governing body of the County, in any year in which this Lease is in effect, items for all payments required for the ensuing Renewal Term under

this Lease. It is hereby expressed as the intention of the County that the decision to renew or not to renew the term of this Lease is to be made solely by the governing body of the County at the time it considers for adoption the final budget for each of its fiscal years and corresponding Renewal Terms hereunder, and not by any official of the County, acting in his or her individual capacity as such. In this connection, the County hereby covenants and agrees that such budget officer or other officer shall not amend, modify or otherwise change the appropriations made in any finally adopted budget for the payment of any Base Rentals or Additional Rentals without the express prior approval of the governing body of the County.

ACQUISITION OF THE PROJECT AND ISSUANCE OF SERIES 2024 BONDS

Section VII.1 Agreement to Construct Project

. The County and the Authority agree that the Authority shall cause the Project to be acquired and constructed as herein provided, all of which acquisition and construction shall be made in accordance with the plans and specifications for the Project as approved by the County and the Authority. The Authority hereby agrees that in order to effectuate the purposes of this Lease, it will make, execute, acknowledge and transmit any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be requisite or proper, all for the acquisition and construction of the Project.

The Authority agrees to acquire and construct the Project through the application of moneys to be disbursed from the Escrow Account (as defined in the Master Resolution) by the Authority upon the authorization of the Authority Representative in accordance with the Master Resolution.

The Authority agrees to cause the construction of the Project to be completed with all reasonable dispatch, and to use its best efforts to cause the same to be completed by March 1, 2018, or as soon thereafter as may be practicable, subject only to delays caused by Force Majeure excepted; but if for any reason the Project is not completed by said date, there shall be no resulting liability on the part of the Authority or Event of Default hereunder.

Section VII.2 Agreement to Issue the Series 2024 Bonds; Application of Bond Proceeds

. To provide funds to finance the Project (as described herein), the Authority, concurrently with the execution of this Lease, will issue, sell and deliver to the purchasers thereof the Series 2024 Bonds and the Authority will deposit the proceeds thereof in the Escrow Account as provided in the Master Resolution. Moneys shall be disbursed from the Escrow Account in accordance with the terms of the Escrow Agreement.

Section VII.3 Establishment of Completion Date; Disbursement of Balance of Escrow Account

. The Completion Date shall be evidenced by a certificate signed by the Authority Representative and the County Representative stating that, except for amounts retained by the Authority at the direction of the Authority for any Costs of Construction not then due and payable, the acquisition and construction of the Project has been completed in accordance with the plans and specifications and all labor, services, materials and supplies used in such acquisition and construction have been paid for, all other facilities necessary in connection with the Project have been constructed, acquired

and installed to their satisfaction, the Project is suitable and sufficient for its intended purposes, and all costs and expenses incurred in the acquisition and construction of the Project have been paid. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. Upon receipt of such certificate, the Authority shall terminate the Escrow Account and disburse any remaining moneys on deposit therein to the Bond Fund to be used to prepay the Bonds as provided in the Escrow Agreement.

Section VII.4 Sufficiency of Escrow Account

. In the event that the moneys held in the Escrow Account are insufficient to pay all Costs of Construction, the County and the Authority hereby agree to reduce the scope of the Project (particularly, flexible costs of the Project) in order that all of such costs will be covered without the necessity of issuing Additional Bonds, or to deposit additional moneys in the Escrow Account either through the issuance of Additional Bonds or from other legally available moneys sufficient to complete construction of the Project.

Section VII.5 Investment of Bond Fund and Reserve Fund Moneys

. Subject to the provisions of Article VI of the Master Resolution, any moneys held as a part of the Bond Fund, the Reserve Fund or any other fund created under said Master Resolution shall be invested and reinvested by the Authority in Investment Obligations (as defined in the Master Resolution).

Section VII.6 Required Provisions of Construction Contracts; Right to Inspect Project Documents, Etc.

(a) Each Construction Contract executed in connection with the acquisition and construction of the Project must provide that, upon an Event of Nonappropriation or an Event of Default, the Construction Contract will be fully and freely assignable to a receiver or other fiduciary for the Bondholders without the consent of any other person; and that, if the Construction Contract is assumed by such fiduciary, the Contractor will perform the agreements contained in the Construction Contract for such fiduciary. Each Construction Contract must also provide that, upon an Event of Nonappropriation, an Event of Default or damage to, or destruction or condemnation of, the Project as described in Section 10.1 hereof, the Authority may terminate such Contract, and the contractor shall then be entitled to payment only from amounts available therefor in the Escrow Account and only for work done prior to such termination. The County agrees that upon the occurrence of an Event of Nonappropriation or an Event of Default and upon receipt of a written request from the Authority, it will assign to the Authority all of its right, title and interest in and to all Construction Contracts and other Project Documents. Each Construction Contract shall be for a fixed price and shall require the contractor to provide 100% payment and performance bonds. Such bonds shall be made payable to the Authority, shall be executed by a

corporate surety licensed to transact business in the State of Utah and acceptable to the County and the Authority, and shall be in an amount equal to the contract price for such contractor's Construction Contract. If, at any time during the construction of the Project, the surety on such bond shall be disqualified from doing business within the State of Utah, or shall otherwise become incapable (in the judgment of the Authority) of performing its obligations under such bond, an alternate surety acceptable to the County and the Authority shall be selected. In the event of any change order resulting in the performance of additional work in connection with the construction of the Project, the amount of such bonds pertaining thereto shall be increased to include the cost of such additional work or materials or fixtures to be incorporated in the Project.

(b) The County shall have and keep on file and available for inspection by the Authority the copies of the Project Documents, throughout the Lease Term or as soon after the commencement of the Lease Term as such Project Documents shall become available to the County. Neither the Project Documents nor any change or amendments thereto shall cause the Project to be used for any purpose prohibited by this Lease or by the Constitution and laws of the State of Utah; result in a material reduction in the fair rental value of the Project; or adversely affect the ability of the County to meet its obligations hereunder.

(c) The County covenants to cause, each Contractor, prior to entering into a Construction Contract, to procure and thereafter to maintain standard form commercial general public liability insurance, at its own cost and expense, during the duration of such contractor's Construction Contract.

(d) Unless the County shall otherwise agree in the Construction Contract to carry the builder's risk insurance hereinafter described, each general contractor retained in connection with the construction of the Project shall procure and maintain, at its own cost and expense, during the term of its Construction Contract and until the Project is accepted and insured by the County, standard all risk of loss builder's risk completed value insurance upon the Project constructed or to be constructed, in whole or in part, by such contractor or its subcontractors. The policy may have a deductible clause in such amount as may be approved by the Authority and the County, provided, however, that the Authority shall not thereby be deemed to have incurred any obligation to reimburse the Bondholders or any other person for the amount of the deductible. Such insurance coverage shall be in an amount at least equal to the total contract price for such contractor's and its subcontractors' work. In the event of any change order resulting in the performance of additional work in connection with the Project, the amount of such insurance shall be increased to include the cost of such additional work. In the event the County elects to carry such insurance, such coverage may be provided under a blanket policy.

(e) Each contractor for the Project shall procure and maintain workers' compensation insurance as required by applicable law.

(f) Each Construction Contract shall contain provisions regarding liquidated damages and construction retainage acceptable to the County.

(g) Except for the insurance described in (e) above, all such insurance policies and payment and performance bonds described above shall carry loss payable endorsement in favor of the Authority and amendments thereto or settlement thereunder may only be made with the consent of the Authority.

Section VII.7 Remedies Against Contractors

. The County and the Authority shall proceed promptly, either separately or in conjunction with others, to pursue diligently its or their remedies against any contractor or subcontractor which is in default under any of the Construction Contracts and/or against each surety on any bond securing the performance of such Construction Contract.

TITLE TO THE PROJECT; CONVEYANCE TO THE COUNTY;
SECURITY INTEREST

Section VIII.1 Title to the Project

. Title to the Project and any and all additions, repairs, replacements or modifications thereto, shall be held in the name of the Authority, subject to Permitted Encumbrances, at all times until conveyed to the County as provided in Section 12.1. The County shall not have any right, title or interest in the Project or any additions, repairs, replacements, modifications or fixtures thereto except as expressly set forth herein.

Section VIII.2 Security Interest

. To secure the payment of all of the obligations of the Authority under the Master Resolution, the Authority shall grant to the Bondholders a security interest in the Project, the Base Rentals and Additional Rentals received by the Authority under this Lease, and all other rights to receive payments. Upon execution of this Lease, the County and the Authority agree that the Authority shall execute the Security Documents and the Master Resolution. The Authority agrees that the Authority Representative shall, on its behalf, execute such additional documents, including affidavits, notices and similar instruments, in form satisfactory to the Authority, which the Authority reasonably deems necessary or advisable to establish and maintain the security interest granted under this Section 8.2.

MAINTENANCE; TAXES; INSURANCE AND OTHER CHARGES

Section IX.1 Maintenance of the Project by the County

. The County shall, at its own expense from available County Funds, operate, manage, keep and maintain the Project in good working order, condition and repair, including replacements of a capital nature when necessary, and including periodic painting as reasonably determined by the Authority and in accordance with all operating and maintenance manuals and all applicable laws, rules, ordinances, orders and regulations as shall be in effect from time to time of any federal, state, county, municipal, or other governmental or quasi-governmental agencies and bodies having or claiming jurisdiction thereof and all their respective departments, bureaus, and officials; the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction thereof; and all insurance companies insuring all or any part of the Project. The foregoing shall not be construed to prohibit the County from challenging the validity or applicability of such laws, rules, ordinances, orders and regulations and to defer compliance until the challenge has been completed.

Without limiting the generality of the foregoing, the County shall, at the County's sole cost and expense, as if the County were the absolute owner thereof, from available County Funds, assume all responsibility for the Project (including all surfaces of the buildings and entrances thereto, foundations, ceilings, roof, all glass and show window moldings and all partitions, doors, fixtures, equipment, and appurtenances thereto, including lighting and plumbing systems and fixtures, sewage facilities, electric motors and heating, ventilating and air-conditioning systems, and all landscaping, parking lots, driveways, fences and signs located on the Project Site and all sidewalks and parkways located adjacent to the Project Site) and pay all costs of any kind (including operating costs and costs of repair, whether of a capital nature or otherwise) associated therewith.

Section IX.2 Modification of the Project

. The County shall have the privilege of remodeling the Project or making substitutions, additions, modifications and improvements thereto, at its own cost and expense, and the same shall be subject to this Lease, the Master Resolution and the Security Documents, and shall also be included under the terms hereof and thereof; provided, however, that such remodeling, substitutions, additions, modifications and improvements shall not in any way damage the Project or cause it to be used for purposes other than those authorized under the provisions of this Lease, and the Constitution and laws of the State; and provided, however, that the Project, as remodeled, improved or altered upon completion of such remodeling, substitutions, additions, modifications and improvements made pursuant to this Article IX shall be of a fair rental value not less than the fair rental value of the Project immediately prior to the remodeling or the making of substitutions, additions, modifications and improvements. The County shall not permit any mechanic's or other lien to be established or remain against the Project for labor or materials furnished in connection with any remodeling, substitutions, additions, modifications, improvements, repairs, renewals or replacements so made by the County; provided, however, that if the County shall first notify the Authority of the intention of

the County so to do, the County may in good faith contest any mechanic's or other lien filed or established against the Project, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the Authority shall notify the County that, in the opinion of Independent Counsel, by nonpayment of any such items the security afforded pursuant to the terms hereof and pursuant to the Master Resolution and the Security Documents will be materially endangered or the Project or any part thereof will be subject to loss or forfeiture, in which event the County shall promptly pay and cause to be satisfied and discharged all such unpaid items. The Authority will cooperate fully with the County in any such contest, upon the request and at the expense of the County. Any property for which a substitution or replacement is made pursuant to this Section 9.2 may be disposed of by the County in any manner and in the sole discretion of the County.

Section IX.3 Taxes, Other Governmental Charges and Utility Charges

. In the event that the Project or any portion thereof shall, for any reason, be deemed subject to taxation, assessments or charges lawfully made by any governmental body which may be secured by a lien against the Project, an Additional Rental, from and to the extent of County Funds, shall be paid by the County equal to the amount of all such taxes, assessments and governmental charges then due. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the County shall be obligated to provide for Additional Rentals only for such installments as are required to be paid during that period that the County is obligated to pay Base Rentals. The County shall not allow any liens for taxes, assessments or governmental charges to exist (including, without limitation, any taxes levied which, if not paid, will become a charge on the rentals and receipts prior to or on a parity with the charge thereon and the pledge and assignment thereof to be created and made in the Master Resolution), or any interest therein (including the interest of the Authority) or the rentals and revenues derived therefrom or hereunder. The County shall also pay as Additional Rentals, from and to the extent of available County Funds, as the same respectively become due, all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project.

As long as the County is in possession of the Project and except as otherwise provided herein, it shall keep it free and clear of all liens, charges and encumbrances (except Permitted Encumbrances and any encumbrances arising through the Authority) and shall have the responsibility for all management, operations, maintenance and repair of the Project. The County in its discretion may discharge such responsibility by: using its own employees; or contracting for services; or subleasing portions of the Project, subject to the provisions hereof and of the Master Resolution; or any combination of such methods. No such contract or sublease shall place a greater burden on the Authority than provided herein, nor infringe upon rights granted to or retained by the Authority hereunder, nor violate or in any way impair the Authority's obligations under the Master Resolution or any other instrument, if any, securing any debt or borrowings by the Authority, all or substantially all the proceeds of which are to be used to finance the Project. The Authority does not agree to provide anything more than the Project as

herein defined, and shall have no obligation to incur any expense of any kind or character in connection with the management, operation, or maintenance of the Project during the Lease Term.

The County may, at the expense and in the name of the County, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom provided the County shall first deposit with the Authority, or in court, a bond or other security satisfactory to Authority pursuant to Section 1.18 of the Deed of Trust, Assignment of Rents and Security Agreement delivered by the Authority unless the Authority shall notify the County that, in the opinion of Independent Counsel, by nonpayment of any such items the security afforded pursuant to the terms hereof and pursuant to the Master Resolution and the Security Documents will be materially endangered or the Project or any portion thereof will be subject to loss or forfeiture, in which event such taxes, assessments or charges shall be paid forthwith. In the event that the County shall fail to pay any of the foregoing items required by this Section 9.3 to be paid by the County, the Authority may (but shall be under no obligation to) pay the same, which amounts, together with interest thereon at a rate per annum equal to eighteen percent (18%) as of the date of payment, the County agrees to pay, from and to the extent of available County Funds.

Section IX.4 Provisions Respecting Insurance

. The County agrees to insure or cause to be insured the Project against loss or damage of the kinds usually insured against by public bodies similarly situated, including, without limitation, policies of casualty and property damage insurance, by means of policies issued by reputable insurance companies duly qualified to do such business in the State with a uniform standard coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at that time in use in the State, in amounts that are not less than full insurable value of the Project. The term “full insurable value” as used herein shall mean the actual replacement value, or at the option of the County any lesser amount which is equal to or greater than the amount of all of the Bonds then Outstanding. Alternatively, the County may insure or cause to be insured under a blanket insurance policy or policies or under self-insurance which cover not only the Project but other properties in the amounts required by the previous sentence. If a program of self-insurance is used, such program must provide for disbursements therefrom without the approval of the governing body of the County and such program shall be reviewed at least annually by an actuarial consultant, to insure that the reserves established are sufficient for the risks intended to be covered by such program. If self-insurance is not utilized, the policies may have a deductible clause in an amount not to exceed \$250,000.

Any insurance policy issued pursuant to the preceding paragraph of this Section 9.4 shall be so written or endorsed as to make losses, if any, payable to the Authority under the Master Resolution. The Net Proceeds of the insurance required in this Section 9.4 shall be applied as provided in Section 10.2 or, at the option of the County, Section 10.3 of this Lease. The County may settle, adjust or compromise any claims for loss,

damage or destruction under any policy or policies of insurance only with written approval of the Authority. Each insurance policy provided for in Section 9.4 of this Lease shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of the County or the Authority without first giving written notice thereof to the County, the Authority and the CIB at least ten (10) days in advance of such cancellation or modification. Copies of all insurance policies issued pursuant to Section 9.4 or Section 9.5 of this Lease, or certificates evidencing such policies, shall be deposited with Authority.

Section IX.5 Public Liability Insurance

. The County agrees to carry or cause to be carried public liability insurance with one or more reputable insurance companies in minimum amounts of \$1,000,000 for the death of or personal injury to one person and \$250,000 for personal injury or death for each occurrence and \$300,000 for property damage for any occurrence. The Authority shall be made additional insureds under such policies. The insurance required by this Section 9.5 may be by blanket insurance policy or policies or self-insurance meeting the requirements of Section 9.4 hereof. If self-insurance is not utilized, the policies may have a deductible clause in such amount as shall be approved by the Authority.

Section IX.6 Worker's Compensation Coverage

. At all times from the date hereof until the end of the Lease Term, the County shall maintain, or cause to be maintained, worker's compensation coverage with respect to officers, agents and employees of the County working in, on or about the Project, including coverage for occupational diseases.

Section IX.7 Advances

. In the event that the County shall fail to maintain the full insurance coverage required by this Lease or shall fail to keep the Project in good repair and operating condition, the Authority may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; which amounts, together with interest thereon at a rate of 18% per annum, the County agrees to pay, from and to the extent of available County Funds.

Section IX.8 Failure to Provide Insurance

. In the event the Authority pays for any insurance policies required by this Article, the County will promptly pay directly to the Authority all premiums for said insurance, and until payment is made by the County therefor, the amount of all such premiums which have been paid by the Authority shall bear interest at the per annum rate of 18%. The County shall, upon the Authority's reasonable request, deposit with the Authority in monthly installments an amount equal to one-twelfth of the estimated aggregate annual insurance premiums on all policies of insurance required by this Article. The County further agrees, upon the Authority's request, to cause all bills, statements or

other documents relating to the foregoing insurance premiums to be sent or mailed directly to the Authority. If at any time and for any reason the funds deposited with the Authority are or will be insufficient to pay such amounts as may then or subsequently be due, the Authority shall notify the County and the County shall immediately deposit an amount equal to such deficiency with the Authority.

Section IX.9 Evidence and Notice Regarding Insurance

. Evidence of the insurance required by Sections 9.4 and 9.5 hereof shall be provided by the County to the Authority annually on or before the anniversary date of issuance of the Bonds. Policies providing said insurance shall require that notice of cancellation of any said insurance must be furnished to the Authority and the CIB by the insurance carrier thirty (30) days in advance of cancellation.

DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section X.1 Damage, Destruction and Condemnation

. If, prior to the termination of the Lease Term and the payment in full of the Bonds (or the making of provisions for the payment thereof in accordance with the Master Resolution) the Project or any material portion thereof shall be destroyed (in whole or in part), or damaged by fire or other casualty; or title to, or the temporary or permanent use of the Project or any material portion thereof or the estate of the County or the Authority in the Project or any material portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority; or a material defect in construction of the Project shall become apparent; or title to or the use of all or any material portion of the Project shall be lost by reason of a defect in title thereto, the County shall be obligated, subject to the provisions of Section 10.3 of this Lease, to continue to pay the amounts specified in Sections 10.2, 6.2 and 6.3 of this Lease regardless of whether the Project shall have been accepted.

Section X.2 Obligation of the County to Repair and Replace the Project

. Subject to the provisions of Section 10.3 of this Lease, the County shall cause the Net Proceeds of any insurance policies, performance bonds or condemnation awards with respect to the Project to be deposited in a separate trust fund with the Authority. All Net Proceeds so deposited shall be applied to the prompt repair, restoration, modification or improvement of the Project by the County upon receipt of a requisition acceptable to the Authority signed by the County Representative, stating with respect to each payment to be made: the requisition number; the name and address of the person, firm or corporation to whom payment is due; the amount to be paid; that each obligation mentioned therein has been properly incurred, is a proper charge against the separate trust fund, and has not been the basis of any previous withdrawal and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account for such obligation; and such other documents and information as the Authority requires. The balance of any such Net Proceeds remaining after such repair, restoration, modification or improvement has been completed shall be transferred to the Bond Fund to be applied to the payment of the principal of, premium, if any, and interest on the Bonds, or if said Bonds shall have been fully paid (or provision for payment thereof has been made in accordance with the provisions of the Master Resolution), any balance remaining in such separate trust fund shall be paid to the County. If the Net Proceeds shall be insufficient to pay in full the cost of any repair, restoration, modification or improvement or to redeem all Outstanding Bonds, the County shall, from and to the extent of available County Funds, complete the work and pay any cost in excess of the amount of the Net Proceeds. The County agrees that, if by reason of any such insufficiency of the Net Proceeds, the County shall make any payments pursuant to the provisions of this Section 10.2, the County shall not be entitled to any reimbursement therefor from the Authority or the Bondholders nor shall the County be

entitled to any diminution of the Base Rentals and Additional Rentals payable under Sections 6.2 and 6.3 of this Lease. The County further agrees that any repair, restoration, modification or improvement paid for in whole or in part out of such Net Proceeds shall be subject to the security afforded by the Master Resolution, this Lease and the Security Documents, and shall be included under the terms hereof.

Section X.3 Discharge of the Obligation of the County to Repair and Replace the Project

. In the event that the Net Proceeds of any insurance policy, performance bond or condemnation award made available by reason of an occurrence described in Section 10.1 of this Lease shall be insufficient to pay in full the cost of any repair, restoration, or modification of the Project required under Section 10.2 of this Lease, then the obligation to repair and replace the Project under Section 10.2 of this Lease may, at the option of the County, be discharged by depositing the Net Proceeds of the insurance policies, performance bonds or condemnation awards made available by reason of such occurrence into the Bond Fund. Upon the deposit of such Net Proceeds in the Bond Fund, the County shall have no further obligation for the payment of Base Rentals and Additional Rentals hereunder, and possession of the Project as well as all rights created pursuant to this Lease and interest of the County and the Authority therein and in any funds or accounts created under the Master Resolution (except for moneys held for the payment of Bonds not then deemed Outstanding), shall be surrendered to the Bondholder. Thereafter, the Project may be liquidated pursuant to the provisions of the Master Resolution and Security Documents and the proceeds of such liquidation and the Net Proceeds of any insurance policy, performance bond or condemnation award so deposited in the Bond Fund, as well as all other moneys on deposit in any fund created under the Master Resolution (except moneys held for the payment of Bonds not then deemed Outstanding), shall be applied to the redemption of the Bonds on the next succeeding redemption date. Such redemption of Bonds shall be made upon full or partial payment of the principal amount of the Bonds then Outstanding and accrued interest thereon all in accordance with the Master Resolution. In the event that available moneys shall be insufficient to redeem said Bonds by payment of an amount equal to the Outstanding principal amount thereof and accrued interest to the redemption date, no further claim for payment may be had by the Bondholders against the Authority or the County, as provided in the Master Resolution.

Section X.4 Cooperation of the Authority

. The Authority shall cooperate fully with the County at the expense of the County in filing any proof of loss with respect to any insurance policy or performance bond covering the events described in Section 10.1 of this Lease and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Project or any portion thereof or any property of the County in connection with which the Project is used and will, to the extent it may lawfully do so, and shall permit the County to litigate in any proceeding resulting therefrom in the name and behalf of the Authority. In no event will the Authority voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim or any prospective or pending

condemnation proceeding or any part thereof without the written consent of the County Representative.

Section X.5 Condemnation of Property Owned by the County

. The County shall be entitled to the Net Proceeds of any condemnation award or portion thereof made for destruction of, damage to or taking of its property not included in the Project.

DISCLAIMER OF WARRANTIES; COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section XI.1 Disclaimer or Warranties

. THE AUTHORITY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROJECT OR ANY OF THE EQUIPMENT OR FIXTURES THEREIN OR ANY OTHER REPRESENTATION OR WARRANTY. In no event shall the Authority be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or the use by the County of any item, product or service provided for herein.

Section XI.2 Further Assurances and Corrective Instruments

. The County and the Authority agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project hereby leased or intended so to be or for carrying out the intention hereof.

Section XI.3 County and Authority Representatives

. Whenever under the provisions hereof the approval of the County or the Authority is required, or the County or the Authority is required to take some action at the request of the other, such approval or such request shall be given for the County by the County Representative and for the Authority by the Authority Representative, and any party hereto and the Authority shall be authorized to act on any such approval or request.

Section XI.4 Requirements of Law

. During the Lease Term, the County and the Authority shall observe and comply promptly with all current and future laws, ordinances, orders, rules and regulations as the same become effective, of the federal, state, County and County governments and of all courts or other governmental authorities having jurisdiction over the Project or any portion thereof and of all their respective departments, bureaus and officials, and of the insurance regulatory agencies having jurisdiction over the Project, or any portion thereof, or any other body exercising similar functions, and of all insurance companies writing policies covering the Project or any portion thereof, whether the same are in force at the commencement of the Lease Term or may in the future be passed, enacted or directed.

Section XI.5 Inspection of the Project

. The County and the Authority agree that the Bondholders or their duly authorized agents shall have the right at all reasonable times to enter upon the Project and to examine and inspect the Project. The Authority and its duly authorized agents shall also be permitted, at all reasonable times, to examine the books, records, reports and other papers of the County and the Authority with respect to the Project.

Section XI.6 Granting of Easements

. As long as no Event of Nonappropriation or an Event of Default with respect to the Project shall have happened and be continuing, the County may at any time or times grant easements, licenses, rights of way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any property or rights included in this Lease and the Master Resolution, free from the security interest afforded by or under this Lease, the Master Resolution and the Security Document or the County may release existing easements, licenses, rights of way and other rights and privileges with or without consideration, and the Authority agrees that it shall execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right of way or other grant or privilege upon receipt of: a copy of the instrument of grant or release; a written application signed by the County Representative requesting such instrument and stating that such grant or release will not impair the effective use or interfere with the operation of the Project or any material portion thereof; and an opinion of Independent Counsel that such grant or release will not materially weaken, diminish or impair the security granted to the Bondholders and contemplated hereby or hereunder or under the Master Resolution or the Security Documents.

Section XI.7 Refunding Bonds

. Refunding Bonds may be issued by the Authority in accordance with the provisions of this Section 11.7 and Section 3.9 of the Master Resolution. Prior to, or concurrently with, the issuance of and delivery of Refunding Bonds, the Authority shall pay, or make provision for the payment of, all Bonds then Outstanding (other than such Refunding Bonds) as set forth in Article IX of the Master Resolution.

Section XI.8 Issuance of Additional Bonds

. Additional Bonds may be issued by the Authority in accordance with the provisions of Section 3.10 of the Master Resolution and with a corresponding effect on the Base Rentals and Additional Rentals due hereunder.

CONVEYANCE OF THE PROJECT

Section XII.1 Conveyance of the Project

. The Authority's right and interest in and to the Project shall be transferred, conveyed and assigned by the Authority to the County:

(a) Upon payment by the County of the then applicable Purchase Option Price and upon giving not less than thirty (30) days prior written notice to the Authority; or

(b) Upon payment by the County of all Base Rentals and Additional Rentals required to be paid under this Lease during the Original Term and each of the Renewal Terms; or

(c) Upon the discharge of the lien of the Master Resolution under Article IX thereof.

The Authority agrees to execute such documents and instruments as shall be necessary to effect a release of the security interest granted by said Master Resolution or the Security Documents upon the payment in full of the Bonds.

Section XII.2 Conveyance on Purchase of Project

. At the closing of any purchase of the Project pursuant to the option to purchase granted in this Lease, the Authority shall, upon receipt of the Purchase Option Price, or upon the payment by the County of all Base Rentals and Additional Rentals required, or upon discharge of the lien of the Master Resolution as the case may be, deliver to the County the following:

(a) If necessary, a release by the Authority of the lien under the Master Resolution and Security Documents, together with any other instrument necessary or appropriate to release any security interest granted by this Lease with respect to such Project, the Master Resolution and Security Documents.

(b) All necessary documents conveying to the County good and marketable title to the Project as it then exists subject to the following: those liens and encumbrances created by the County or to the creation or suffering of which the County consented; those liens and encumbrances resulting from the failure of the County to perform or observe any of the agreements on its part contained in this Lease; and Permitted Encumbrances, other than the Master Resolution, this Lease, the Ground Lease, the Security Documents and any financing statements filed by the Authority pursuant to this Lease with respect to the Project or the Master Resolution.

Section XII.3 Relative Position of Option and Master Resolution

. The purchase option granted to the County in this Article XII with respect to the Project shall be and remain prior and superior to the Master Resolution and the Security Documents and may be exercised whether or not an Event of Nonappropriation or an Event of Default shall have occurred and be continuing hereunder or under the Master Resolution and the Security Documents; provided, however, that such option must be exercised before the later of ninety (90) days after notification in writing by the Authority to the County of the occurrence of an Event of Default under the Master Resolution, the Lease or the Security Documents or the ultimate disposition of the Project upon exercise of any available foreclosure remedy, and further provided that, as a condition of the exercise of such option, the County must pay, in addition to the Purchase Option Price, any interest payment deficiencies accruing from the date of the Event of Default or Event of Nonappropriation.

ASSIGNMENT, SUBLEASING INDEMNIFICATION AND SELLING

Section XIII.1 The Authority to Grant Security Interest to Bondholder

. The parties hereto agree that pursuant to the Master Resolution and the Security Documents, the Authority shall and does hereby pledge and assign to the Bondholders all of the Authority's right, title and interest in this Lease, except the Authority's rights to compensation from the County for expenses of the Authority under Section 6.3(d) of this Lease, the Authority's rights to indemnification from the County under Section 13.3 of this Lease and the obligation of the County to pay any attorneys' fees and expenses incurred by the Authority under Section 14.5 of this Lease.

Section XIII.2 Assignment and Subleasing by the County

. This Lease may not be assigned by the County for any reason. The County may enter into subleases of all or portions of the Project without the necessity of obtaining the consent of the Authority or any Bondholder; subject, however, to each of the following conditions:

(a) the Project may only be subleased to another public body, the state of Utah, a nonprofit corporation, if the nonprofit corporation was formerly a public body, and a private party if the Authority intends to own the project throughout the useful life of the Project and the Authority determines that such ownership of the Project furthers a legitimate public interest;

(b) this Lease and the obligations of the County to make payment of Base Rentals and Additional Rentals hereunder shall at all times during the Lease Term remain obligations of the County notwithstanding any sublease;

(c) the County shall, prior to the execution of a sublease, furnish or cause to be furnished to the Authority a true and complete copy of each sublease;

(d) no sublease shall cause the Project, in whole or in part, to be used for a purpose other than a governmental or proprietary public function authorized under the provisions of the Constitution and laws of the State, or for a purpose which would adversely affect the exemption from federal income taxation of any interest on the Bonds; and

(e) any such sublease shall be expressly subordinate to the rights of the Authority and the Bondholders under the Master Resolution, this Lease, the Ground Lease, and the Security Documents.

After an Event of Nonappropriation or an Event of Default and the foreclosure of the security afforded under the Lease, the Master Resolution or the Security Documents, the Authority may collect the amount of the Base Rentals and Additional Rentals allocable to any sublease from any and all sublessees.

The Authority shall be empowered, after an Event of Nonappropriation or an Event of Default and the foreclosure of the security afforded under this Lease, the applicable Master Resolution or the applicable Security Documents with respect to the Project, to collect the amount of the Base Rentals and Additional Rentals allocable to any sublease from any and all sublessees, and apply the net amount collected to the Base Rentals and Additional Rentals required herein with respect to the Project, but no such collection shall be deemed a waiver of any agreement, term, covenant or condition hereof, or the acceptance of any sublessee as lessee hereunder.

Section XIII.3 Release and Indemnification Covenants

. To the extent of the Net Proceeds of the insurance coverage of the County and contractor's performance and payment bonds for the Project required hereunder, the County shall and hereby agrees to indemnify and save the Authority harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the conduct or management of, or from any work or thing done on, the Project during the Lease Term from: any condition of the Project; and any act or negligence of the County or of any of its agents, contractors or employees or any violation of law or the breach of any covenant or warranty hereunder. The County shall indemnify and save the Authority harmless, from and to the extent of available moneys as set forth above, from any such claim arising as aforesaid from (a) or (b) above, or in connection with any action or proceeding brought thereon and, upon notice from the Authority, shall defend them or either of them in any action or proceeding.

In exchange for the County's agreement to indemnify the Authority as provided in this Section 13.3, the Authority hereby agrees to assert any cause of action that it might have against any third parties for the benefit of the County. Furthermore, in no event will the Authority voluntarily settle or consent to the settlement of any proceeding arising out of any claim applicable to the Project without the written consent of the County Representative.

Section XIII.4 References to Bonds Ineffective After Bonds Paid

. Upon payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Master Resolution) and all fees and charges of Authority, all references in this Lease to said Bonds shall be ineffective and the Bondholders shall thereafter have no rights hereunder, saving and excepting those that shall have theretofore vested.

Section XIII.5 Installation of the Furnishings and Machinery of the County

. The County may from time to time in its sole discretion and at its own expense, install machinery, equipment and other tangible property in the Project. All such machinery, equipment and other tangible property, except any machinery, equipment and other tangible property substituted for machinery, equipment and tangible property purchased with proceeds of the Bonds as provided in Section 13.6, shall remain the sole property of the County, in which the Authority shall have no interest and may be removed

by the County at any time; provided, however, that the County shall be obligated to repair any damage to the Project, at its own cost and expense, resulting from any such removal.

Section XIII.6 Equipment Purchased with Proceeds of the Bonds

. Any item of equipment shall be labeled, to the extent practicable, to indicate that it is owned by the Authority, subject to the Master Resolution, the Security Documents and this Lease. Equipment of the Project financed with proceeds of the Bonds may not be relocated by the County from the Project. Any item of such equipment which shall be determined by the County to be no longer usable in connection with the Project may be sold by the County after written notice to the Authority and upon substitution of equipment of comparable or greater value or deposit of the proceeds thereof in the Bond Fund. Upon any such sale, the equipment so sold shall be released from the Master Resolution, this Lease, the Security Documents and the security interest created thereunder and hereunder.

EVENTS OF DEFAULT AND REMEDIES

Section XIV.1 Events of Default Defined

Any one of the following shall be an “Event of Default” under this Lease:

(a) Failure by the County to pay any Base Rentals or Additional Rentals required to be paid under Sections 6.2 or 6.3 of this Lease at the time specified therein, in the absence of an Event of Nonappropriation, for a period of five (5) days after written notice, specifying such failure and requesting that it be remedied, given to the County by the Authority or, in any event, a failure by the County to make such payments within fifteen (15) days after the date on which they are due; or

(b) Failure by the County to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in (a), for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, given to the County by the Authority, unless the Authority shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period, the Authority shall not unreasonably withhold its consent to an extension of such time if corrective action shall be instituted by the County within the applicable period and diligently pursued until the default is corrected; or

(c) The County shall abandon any material portion of the Project; or

(d) The County’s interest in this Lease or any part thereof with respect to the Project shall be assigned or transferred without the written consent of the Authority, either voluntarily or by operation of law, except as permitted hereunder; or

(e) The County shall file any petition or institute any proceedings wherein or whereby the County seeks to be adjudicated a bankrupt, or to be discharged from any and all of its debts or obligations, or offers to the County’s creditors to effect a composition or extension of time to pay the County’s debts, or seeks a reorganization or a readjustment of the County’s debts, or for any other similar release, or any such petition or any such proceedings of the same or similar kind or character shall be filed, or instituted or taken against the County and the same shall not have been dismissed or otherwise resolved in favor of the County within sixty (60) days from the filing or institution thereof.

The foregoing provisions of this Section 14.1 are subject to the following limitations: the obligations of the County to make payments of the Base Rentals and Additional Rentals as provided in Sections 6.2 or 6.3 of this Lease shall be subject to the occurrence of an Event of Nonappropriation; and if, by reason of Force Majeure, the

County shall be unable in whole or in part to carry out any agreement on its part herein contained, other than the obligations on the part of the County contained in Article VI hereof, the County shall not be deemed in default during the continuance of such inability. The County agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the County from carrying out its agreement; provided, however, that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the County, and the County shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the County, unfavorable to the County.

Section XIV.2 Remedies on Default

. Whenever any Event of Default referred to in Section 14.1 of this Lease shall have happened and be continuing, the Authority shall have the right, at its option or at the direction of the Bondholders as provided in the Master Resolution without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) Immediately reenter and take possession of the Project; or
- (b) Take whatever action at law or in equity may appear necessary or desirable to enforce their or its rights in and to the Project.

The obligation of the County to vacate the Project as provided in Section 6.6 of this Lease shall also apply to an Event of Default. Any amounts collected pursuant to action taken under this Section 14.2 shall be paid into the Bond Fund and applied in accordance with the provisions of the Master Resolution.

Section XIV.3 Limitations on Remedies

. No judgment requiring a payment of money may be entered against the County by reason of an Event of Default or an Event of Nonappropriation under this Lease. In the event the security interest created under the Master Resolution, this Lease, the Ground Lease, or the Security Documents shall be foreclosed subsequent to the occurrence of an Event of Default or an Event of Nonappropriation, no deficiency judgment may be entered against the County or the Authority.

Section XIV.4 No Remedy Exclusive

. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon an Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved in this Article XIV, it shall not be necessary to give any notice, other than such notice as may be required in this Article XIV.

Section XIV.5 Agreement to Pay Attorneys' Fees and Expenses

. In the event that either party hereto shall default under any of the provisions hereof and the nondefaulting party shall employ attorneys or incur other expenses for the collection of Base Rentals and Additional Rentals, or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it shall on demand therefor pay to the nondefaulting party the fees of such attorneys and such other expenses so incurred by the nondefaulting party, to the extent that such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the County under this Section 14.5 shall be subject to the availability of County Funds.

Section XIV.6 No Additional Waiver Implied by One Waiver

. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

MISCELLANEOUS

Section XV.1 Lease Term

. This Lease shall remain in effect from the date hereof until the termination of the Lease Term as provided in Section 4.2 of this Lease.

Section XV.2 Notices

. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, addressed as follows: if to the Authority, to the Local Building Authority of San Juan County, 117 South Main, Monticello, Utah 84535, Attention: Chair; if to the County, to San Juan County, 117 South Main, Monticello, Utah 84535, Attention: Chair; and if to the Bondholders, to their address as shown on the registration list kept by the Authority. A duplicate copy of each notice, certificate or other communication given hereunder by the Authority or the County shall also be given to the Bondholders. The Authority, the County, and the Bondholders may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section XV.3 Binding Effect

. This Lease shall inure to the benefit of and shall be binding upon the Authority, the County and their respective successors and assigns, subject, however, to the limitations contained in Sections 2.1(a), 2.2(b), 2.2(f) and 13.2 of this Lease.

Section XV.4 Severability

. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof and in the event any provision of this Lease were to invalidate the Bonds, such provision shall be rendered invalid and unenforceable, but shall not invalidate or render unenforceable any other provision hereof.

Section XV.5 Amounts Remaining in Bond Fund and Reserve Fund; Dissolution

. It is agreed by the parties hereto that any amounts remaining in the Bond Fund or Reserve Fund upon expiration or sooner termination of the Lease Term, as provided in this Lease, after payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Master Resolution) and the fees and expenses of Authority and any paying agents in accordance with the Master Resolution, shall belong to and be paid to the County by the Authority as an overpayment of Base Rentals and Additional Rentals. Upon dissolution of the Authority, after payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Master Resolution) and payment in full of other

obligations of the Authority, any assets and net earnings of the Authority shall be paid to the County in accordance with the Utah Local Building Authority Act.

Section XV.6 Amendments, Changes and Modifications

. Subsequent to the issuance of Bonds and prior to their payment in full (or provision for the payment thereof having been made in accordance with the provisions of the Master Resolution), and except as otherwise herein expressly provided, this Lease may not be effectively amended, changed, modified, altered or terminated except as provided in Article XII of the Master Resolution.

Section XV.7 Execution in Counterparts

. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section XV.8 Net Lease

. This Lease shall be deemed and construed to be a “net lease,” and the County shall pay absolutely net during the Lease Term the Base Rentals, Additional Rentals and all other payments required hereunder, free of any deductions, and without abatement, deduction or setoff, other than those herein expressly provided.

Section XV.9 Applicable Law

. This Lease shall be governed by and construed in accordance with the laws of the State.

Section XV.10 Captions

. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Lease.

Section XV.11 No Personal Liability

. No person executing this Lease, the Ground Lease, or any of the Bonds, the Master Resolution or the Security Documents shall be subject to personal liability or accountability by reason of such action or the issuance of the Bonds.

IN WITNESS WHEREOF, the Authority has caused this Lease to be executed in its corporate name with its corporate seal hereunto affixed and attested by a duly authorized officer. The County has executed this Lease in its name with the seal of its County Clerk hereunto affixed and attested by a duly authorized officer. All of the above occurred as of the date first above written.

LOCAL BUILDING AUTHORITY OF
SAN JUAN COUNTY, UTAH

By: _____
Chair

ATTEST:

By: _____
Secretary

(LBA S E A L)

SAN JUAN COUNTY, UTAH

By: _____
Chair

ATTEST:

By: _____
County Clerk/Auditor

(County S E A L)

STATE OF UTAH)
 :SS
 COUNTY OF SAN JUAN)

In the County of San Juan, State of Utah, on this ____ day of _____, 2024, before me, the undersigned notary, personally appeared Jamie Harvey and Lyman W. Duncan, the Chair and the Secretary, respectively, of the Local Building Authority of San Juan County, Utah, who are personally known to me or who proved to me their identities through documentary evidence to be the persons who signed the preceding document in my presence and who swore or affirmed to me that their signatures are voluntary.

Notary signature and seal

STATE OF UTAH)
 :SS
 COUNTY OF SAN JUAN)

In the County of San Juan, State of Utah, on this ____ day of _____, 2024, before me, the undersigned notary, personally appeared Jamie Harvey and Lyman W. Duncan, the Chair and County Clerk/Auditor, respectively, of San Juan County, Utah, who are personally known to me or who proved to me their identities through documentary evidence to be the persons who signed the preceding document in my presence and who swore or affirmed to me that their signatures are voluntary.

Notary signature and seal

EXHIBIT A

The Project is described as follows:

The acquisition and construction of a Public Safety Building Remodel and Expansion and related improvements.

Real property located in San Juan County, Utah, to-wit:

The Property is described as follows:

EXHIBIT B

LEASE PAYMENT SCHEDULE

<u>Payment Date</u>	<u>Base Rentals</u>	<u>Additional Rentals</u>	<u>Total Payment</u>
Sept. 15, 2026	\$954,320	\$159,115	\$1,113,435
Sept. 15, 2027	953,780	159,115	1,112,895
Sept. 15, 2028	954,040	159,115	1,113,155
Sept. 15, 2029	954,080	159,115	1,113,195
Sept. 15, 2030	953,900	159,115	1,113,015
Sept. 15, 2031	954,500	159,115	1,113,615
Sept. 15, 2032	953,860	-	953,860
Sept. 15, 2033	954,000	-	954,000
Sept. 15, 2034	953,900	-	953,900
Sept. 15, 2035	953,560	-	953,560
Sept. 15, 2036	953,980	-	953,980
Sept. 15, 2037	954,140	-	954,140
Sept. 15, 2038	954,040	-	954,040
Sept. 15, 2039	954,680	-	954,680
Sept. 15, 2040	954,040	-	954,040
Sept. 15, 2041	954,140	-	954,140
Sept. 15, 2042	953,960	-	953,960
Sept. 15, 2043	953,500	-	953,500
Sept. 15, 2044	953,760	-	953,760
Sept. 15, 2045	953,720	-	953,720
Sept. 15, 2046	954,380	-	954,380
Sept. 15, 2047	953,720	-	953,720
Sept. 15, 2048	953,760	-	953,760
Sept. 15, 2049	954,480	-	954,480
Sept. 15, 2050	953,860	-	953,860
Sept. 15, 2051	953,920	-	953,920
Sept. 15, 2052	953,640	-	953,640
Sept. 15, 2053	954,020	-	954,020
Sept. 15, 2054	954,040	-	954,040
Sept. 15, 2055	953,700	-	953,700