BOARD OF COMMISSIONERS MEETING

117 South Main Street, Monticello, Utah 84535. Commission Chambers
November 04, 2025 at 11:00 AM

AGENDA

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

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

CONFLICT OF INTEREST DISCLOSURE

PUBLIC COMMENT

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

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

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

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

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

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

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

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

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

1. Approval of the Small Purchase of $5,252 for Civic Plus Annual Fee

2. Ratification of the United States Department of Agriculture for Rural Business Development Grant Program

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

3. Judicial Nominating Commission for San Juan County

BUSINESS/ACTION

4. Consideration and Approval to renew the inter-local agreement between the Grand County Public Library and the San Juan County Library System. Nicole Perkins, Library Director

5. Consideration and Approval of the Building Inspector Agreement with Monticello City under the Utah Code Annotated 11-13-202.5(3). Mitch Maughan, County Attorney

6. Discussion on Combining Justice Court with San Juan County and Monticello City. Mitch Maughan, County Attorney

7. CONSIDERATION AND APPROVAL OF A RESOLUTION OF THE SAN JUAN COUNTY COMMISSION, STATE OF UTAH, APPOINTING TEMPORARY JUDGES TO THE JUSTICE COURT. Mack McDonald, Chief Administrative Officer

8. Consideration and Approval of the Cal Black Taxiway Engineering, Design and Construction Agreement between San Juan County and Jviation. Mack McDonald, Chief Administrative Officer

PUBLIC HEARINGS

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

10. CONSIDERATION AND APPROVAL OF A RESOLUTION OF THE SAN JUAN COUNTY BOARD OF COMMISSIONERS ESTABLISHING THE SWORN DEPUTY PAY PLAN FOR THE COUNTY SHERIFF’S OFFICE AND AUTHORIZING THE CORRELATING BUDGET ADJUSTMENTS. 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**

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-97772-1
Date: 4/4/2025 2:46 PM
Expires On: 10/31/2025

Client:
San Juan County, UT

Bill To:
SAN JUAN COUNTY, UTAH

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
				Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	DNS and Domain Hosting Setup	DNS and Domain Hosting Setup (http://URL)
1.00	Meeting Migration	All publicly available word / pdf formatted meetings and agendas migrated
1.00	Content Migration	All publicly available non-time sensitive published content migrated while maintaining formatting. Spelling & Links check completed.
1.00	Group Training	3 seats of pre-scheduled joint training sessions up-to 3-hours per session
1.00	Migration Premium Implementation	Includes full setup and configuration of the website with design meeting consultation and unique design application

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Municipal Websites Central : Starter Standard Annual Fee	Municipal Websites Central : Starter Standard Annual Fee
1.00	Municipal Websites Central: Starter Hosting and Security Annual Fee	Municipal Websites Central: Module Based Hosting and Security Annual Fee
1.00	DNS and Domain Hosting Annual Fee	DNS and Domain Hosting Annual Fee: URL
1.00	SSL Management CivicPlus Provided	SSL Management CivicPlus Provided: URL

Initial Term		Beginning at signing and ending 8/3/2027, Renewal Term 8/4 each calendar year	
Initial Term Invoice Schedule		$2,500 invoiced at signing. $2,500 invoiced on 1/1/2026. $5,000 invoiced on 8/4/2026.	
	Annual Subscription	**One Time Fees**	**Annual Total**
Year One	USD 0.00	USD 5,000.00	USD 5,000.00
Year Two	USD 5,000.00		USD 5,000.00
Subtotal			USD 10,000.00
Annual Recurring Services Starting Year 3			USD 5,250.00
Renewal Procedure		Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date	
Annual Uplift		5% to be applied in year 3	

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.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Total Investment – Initial Term to be prorated based on signature date.

Form RD 4280-2 (Rev 02-2023)

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

FORM APPROVED
OMB No. 0570-0067

RURAL BUSINESS-COOPERATIVE SERVICE FINANCIAL ASSISTANCE AGREEMENT

This Agreement, which includes Attachments A and B, for the Project and Amount described below (the "Project Description") and for the Program identified below, is between the Recipient (you) and the United States of America acting through the Rural Business-Cooperative Service (RBS or we).

Type of Award (mark one): ○ Cooperative Agreement ◉ Grant

Program and CFDA Number (select one):

Rural Business Development Grant (RBDG) - 10.351

If "Other" please specify:

I. GENERAL AWARD INFORMATION

1. Recipient Name & Address San Juan County 117 S. Main, Monticello, UT 84535	2. UEI No. WCVABP2FEVA2 3. Case No. 52-019-876000305
4. Federal Award Identification Number (FAIN)	5. Award Date 09-25-2025
6. Performance Start Date 10-01-2025	7. Performance End Date 09-30-2026
8. Amount of Federal Funds Obligated for this Action, and Total Amount of Federal Funds Obligated $63,000.00	9. Amount of Matching/Other Funds (if applicable) $0.00
10. Total Project Cost (Budget Approved Amount) $63,000.00	11. Award as Percentage of Total Project Cost 100
12. Indirect Cost Rate (if applicable)	13. Does this award involve Research & Development? ☐ Yes ☑ No
14.Recipient Contact (Name, Title, Contact Info) Talia Hansen, Economic Dev. Dir. Thansen@sanjuancountyut.gov	15. Agency Contact (Name, Title, Contact Info) Karla Eberling, Loan Specialist, karla.eberling@usda.gov

II. RESPONSIBILITIES

A. Recipient. The Recipient shall remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement including 2 CFR parts 200, 400, 415, 416, 417, 418, 421, and 422. The most commonly-referenced provisions are identified below.

1. **Financial and Program Management.** You must follow the financial and performance management requirements in 2 CFR §§ 200.300-.309.

   a. **Financial Management.** You must maintain a financial management system in compliance with 2 CFR § 200.302.

   b. **Internal Controls.** You must maintain internal controls in compliance with 2 CFR § 200.303.

   c. **Payments.** You must comply with the payment requirements described in 2 CFR § 200.305. Payment must be requested by using the SF-270, "Request for Advance or Reimbursement" or SF-271, "Request for Reimbursement for Construction Programs" (as applicable). Receipts, hourly wage rate, personnel payroll records, or other documentation must be provided upon request from RBS if the request is for an advance; otherwise, the documentation must be provided at the time of the request. Requests for payment must be sent to the Agency contact listed in Section I.16.

   d. **Revisions of the Work Plan and Budget.** You must complete all elements of the Work Plan in Attachment B in accordance with that Attachment and must use project funds only for the purposes and activities specified in Attachment B - Approved Work Plan and Budget. You must further complete the outcomes shown for each Work Plan items within the time and scope constraints shown in Attachment B. You must report any changes and request prior approvals in accordance with 2 CFR § 200.308.

   e. **Period of Performance.** You may only incur costs chargeable to the award in accordance with 2 CFR § 200.309.

   f. **Bonding.** You must maintain your fidelity bond coverage in the amount of $ 63,000.00 for the Period of Performance of the award. (See 2 CFR § 200.304.)

   g. **Program Income.** You must comply with the requirements of 2 CFR § 200.307. Additionally, if program income is earned during the period of performance, you may use it in accordance with 2 CFR § 200.307(e)(2), provided that you inform us in writing of your intent prior to the award date. However, if you earn program income in excess of what can be used under 2

CFR § 200.307(e)(2) or if you earn unanticipated program income, you must comply with 2 CFR § 200.307(e)(1). Costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award.

2. **Procurement, Domestic Preference, and Property Standards.**
   You must follow the procurement standards requirements in 2 CFR §§ 200.310-.326. Federal Financial Assistance to Non-Federal Entities, defined pursuant to 2 CFR 200.1 as any State, local government, Indian tribe, Institution of Higher Education, or nonprofit organization, shall be governed by the requirements of Section 70914 of the Build America, Buy America Act (BABAA), under Title IX of the Infrastructure Investment and Jobs Act, Pub. L. 177-58.

3. **Performance and Financial Monitoring and Reporting.** You must follow the requirements in 2 CFR Part 170, including Appendix A, and 2 CFR §§ 200.327-.329, and submit reports as outlined below. Unless otherwise directed in the addendum to this Agreement, the reports are due as indicated below.

   a. **Form SF-425, "Financial Status Report."** Reports are due 30 calendar days after the reporting period ends. A final report is due within 90 days after the Performance End Date specified in Section I.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):

      Semi-Annually: January 1 – June 30 and July 1 – December 31

      ✓ Semi-Annually: April 1 – September 30 and October 1 – March 31

      Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31

   b. **Performance Reports.** Reports are due 30 calendar days after the reporting period ends. A final report is due within 90 days after the Performance End Date specified in Section I.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):

      Semi-Annually: January 1 – June 30 and July 1 – December 31

      ✓ Semi-Annually: April 1 – September 30 and October 1 – March 31

      Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31

4. **Subrecipient Monitoring and Management.** You must monitor and manage any subrecipients in accordance with 2 CFR §§ 200.330-.332.

5. **Record Retention and Access.** You must retain records related to this work performed under this Agreement and allow access to them in accordance with 2 CFR §§ 200.333-.337.

6. **Closeout.** You must comply with the closeout requirements in 2 CFR § 200.343.

7. **Post-Closeout Adjustments and Continuing Responsibilities.** You must continue to comply with the requirements in 2 CFR § 200.344 even after the Period of Performance for this Agreement has ended.

8. **Cost Principles.** You must comply with the provisions in 2 CFR Part 200, most of which are contained in Subpart E.

9. **Audits.** You must comply with the provisions in 2 CFR Part 200, Subpart F.

10. **Civil Rights Compliance.** Unless otherwise provided in the addendum, you must comply with Executive Order 12898, Executive Order 13166- Limited English Proficient, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973 as applicable. Your compliance, shall include collection and maintenance of data on race, sex, and national origin of your membership, ownership, and employees. These data must be available to us for Civil Rights Compliance Reviews. Unless otherwise provided in Attachment A, you must submit to a post-award compliance review conducted after the final disbursement of grant funds have occurred.

11. **Universal Identifier and Central Contractor Registration.** You must comply with 2 CFR Part 25, including Appendix A. Note that the Central Contractor Registration is now available through the System for Award Management at www.sam.gov.

12. **Special Conditions.** You must comply with any special conditions identified in Attachment A – Program Addendum.

B. **Rural Business-Cooperative Service (RBS).** RBS shall remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement. The most commonly-referenced provisions are identified below.

   1. **Payments.** We will advance or reimburse funds up to the Award Amount identified in Section I.9 upon the Recipient's proper request according to Section II.A.1.c.

2. **Monitoring and Enforcement.** We will monitor the project to ensure that you are in compliance with the terms of the award. If we find that you are not in compliance, we will enforce the terms of this Agreement using the provisions of 2 CFR §§ 200.338-.342.

C. **Both Parties.** The Recipient and RBS agree to the following:

1. **Invalid Clauses.** The invalidity of any one or more phrases, clauses, sentences, paragraphs, or provisions of this Agreement shall not affect the remaining portions of the Agreement.

2. **Conflict between this Agreement and Other Applicable Regulations or Laws.** If there is a conflict between this Agreement and the applicable Program Regulation, the applicable Program Regulation shall prevail. If there is a conflict between this Agreement and another law or regulation, RBS shall seek a legal opinion to determine which provision applies.

3. **Dates.** When the date fixed for the performance of an act under this Agreement is on a weekend or Federal holiday, then the performance by the close of business on the next Federal work day shall have the same force and effect as if made performed or exercised on the specified date.

The signatories below certify that they have authority to enter into this Agreement.

Approved by an Authorized Representative of the Recipient:

Silvia Stubbs

Name (Please Print)

Commission Chair

Title (Please Print)

Silvia Stubbs

Signature

09/30/25

Date

Approved by the United States of America, Rural Business-Cooperative Service by:

Name (Please Print)

Title (Please Print)

Signature

Date

Attachment A – Program Addendum
Attachment B – Approved Work Plan and Budget

Attachment A – Program Addendum

Attachment A – Program Addendum

PROGRAM NAME:

_✓_ Rural Business Development Grant Program (RBDG)
___ Rural Economic Development Grant Program (REDG)
___ Rural Microenterprise Assistance Program (RMAP)

AUTHORITY: RBDG (7 USC 1932(c)); REDG (7 USC 940c); RMAP (7 USC 2008s).

APPLICABLE PROGRAM REGULATIONS: RBDG (7 CFR part 4280 subpart E); REDG (7 CFR 4280 subpart A); RMAP (7 CFR part 4280 subpart D).

APPLICABLE FEDERAL REGISTER NOTICE: [INSERT FR REFERENCE]

ADDITIONAL PROGRAMMATIC AWARD PROVISIONS:

RBS and the Recipient agree to the following additional provisions:

Section II, Paragraph A.1.g. is retained and the following language is added:

> Program income funds must be spent prior to grantee or Agency funds whenever possible. Otherwise, a program income account must be established and utilized in the following manner:
>
> [INSERT WHAT PROGRAM INCOME CAN BE USED FOR AS RELATED TO THIS SPECIFIC PROJECT. EXAMPLES MAY INCLUDE BUT ARE NOT LIMITED TO, EQUIPMENT MAINTENANCE AND REPAIRS. THE EXPENDITURE OF THESE FUNDS SHOULD BE PROJECT SPECIFIC]:
>
> Any income from the results of this program need to be used for the funding and growth of this project.

Real property acquired or improved with Award Funds. (Provide the legal description and/or address of where the real property or other property described in block below is located. Use continuation sheets as necessary.)
N/A

Other property (e.g. equipment) acquired with Award Funds. (Describe each item, estimated useful life, and the value of equipment. Use continuation sheets as necessary.)

Item	Estimated Useful Life	Value
Hydroponic Equipment	5 years	$8,000.00

Section II, Paragraph A.2 is retained and the following language is added:

In addition, you must list any real property and equipment purchases made with project funds in the tables below. Finally, you must provide status reports on any real property in which we retain an interest, in accordance with 2 CFR § 200.329.

Section II. Paragraph A.5 is retained and the following language is added:

The Recipient, upon request, will provide non-confidential information resulting from its activities to the general public on an equal basis.

Section II. Paragraph A.12 is retained with the following language added:

The following Special Conditions apply to your award:

[INSERT SPECIAL CONDITIONS OR N/A]

N/A

Section II, Paragraph A.13. is added with the following language:

Cost Sharing. You must comply with the requirements of 2 CFR § 200.306. Matching funds must be available at the same time award funds are expected to be spent and expenditures of matching funds will be pro-rated or spent in advance of award funds.

OMB No. 153 | *Item 2.*

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. See reverse for additional instructions.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY

USDA

AGENCY IDENTIFIER:	AGENCY LOCATION CODE (ALC):	ACH FORMAT: ☐ CCD + ☐ CTX

ADDRESS:

CONTACT PERSON NAME: Karla Eberling

TELEPHONE NUMBER: (435) 587-2111

ADDITIONAL INFORMATION:

PAYEE/COMPANY INFORMATION

NAME: San Juan County

SSN NO. OR TAXPAYER ID NO.: 87-6000305

ADDRESS:
117 South Main Street
P.O. Box 9

CONTACT PERSON NAME: Lyman W. Duncan

TELEPHONE NUMBER: (435) 587-3223

FINANCIAL INSTITUTION INFORMATION

NAME: Zions Bank

ADDRESS:

ACH COORDINATOR NAME: Glenis Pearson & Lyman W. Duncan

TELEPHONE NUMBER: (435) 587-3237

NINE-DIGIT ROUTING TRANSIT NUMBER: 1 2 4 0 0 0 0 5 4

DEPOSITOR ACCOUNT TITLE: General Fund

DEPOSITOR ACCOUNT NUMBER: 566101143

LOCKBOX NUMBER:

TYPE OF ACCOUNT: ☒ CHECKING ☐ SAVINGS ☐ LOCKBOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:
(Could be the same as ACH Coordinator)

Glenis Pearson

TELEPHONE NUMBER: (435) 587-3237

AUTHORIZED FOR LOCAL REPRODUCTION

SF 3881 (Rev. 2/2003)
Prescribed by Department of Treasury
31 U S C 3322; 31 CFR 210

Instructions for Completing SF 3881 Form

Make three copies of form after completing. Copy 1 is the Agency Copy; copy 2 is the Payee/Company Copy; and copy 3 is the Financial Institution Copy.

1. Agency Information Section - Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.

2. Payee/Company Information Section - Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.

3. Financial Institution Information Section - Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

Burden Estimate Statement

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Bureau of the Fiscal Service, Forms Management Officer, Parkersburg, WV 26106-1328. THIS ADDRESS SHOULD ONLY BE USED FOR COMMENTS AND/OR SUGGESTIONS CONCERNING THE AMOUNT OF TIME SPENT COLLECTING THE DATA. DO NOT SEND THE COMPLETED PAPERWORK TO THE ADDRESS ABOVE FOR PROCESSING.

Form RD 1942-46
(Rev. 6-10)

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

FORM API
OMB NO. (
OMB NO. 0570-0021
OMB NO. 0570-0061
OMB NO. 0570-0062
OMB NO. 0572-0137

Item 2.

LETTER OF INTENT TO MEET CONDITIONS

Date 09-26-2025

TO: United States Department of Agriculture

Rural Development

(Name of USDA Agency)

125 S. State Street
Salt Lake City, UT 84138

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated 09-26-2025. It is our intent to meet all of *them not later than* 09-30-2026.

San Juan County

(Name of Association)

BY Silvia Stubbs

Silvia Stubbs, Commission Chair

(Title)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a persons is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015, 0570-0021, 0570-0061, 0570-0062 and 0572-0137. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data, needed, and completing and reviewing the collection of information.

USDA
Form RD 1940-1
(Rev. 06-10)

REQUEST FOR OBLIGATION OF FUNDS

FORM APPROVED
OMB No. 0570-0062
Exp. Date: 8/31/2024
OMB No. 0570-0067
Exp. Date: 11/30/

Item 2.

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED ( )
Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.

1. CASE NUMBER ST CO BORROWER ID 52 019 876000305	**LOAN NUMBER**	**FISCAL YEAR** 2025
2. BORROWER NAME San Juan County	**3. NUMBER NAME FIELDS** 1 (1, 2, or 3 from Item 2)	
117 S. Main St	**4. STATE NAME** Utah	
Monticello, UT 84535	**5. COUNTY NAME** San Juan	

GENERAL BORROWER/LOAN INFORMATION

6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - AI/AN 4 - HISPANIC 5 - A/PI	**7. TYPE OF APPLICANT** 4 — 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10-PUBLIC COLLEGE/UNIVERSITY 11-OTHER	**8. COLLATERAL CODE** 1- REAL ESTATE SECURED 2-REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT	**9. EMPLOYEE RELATIONSHIP CODE** 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC.
10. SEX CODE 6 — 1 - MALE 2 -FEMALE 3 - FAMILY UNIT 4 - ORGAN. MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY	**11. MARITAL STATUS** 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	**12. VETERAN CODE** 1 -YES 2 -NO	**13. CREDIT REPORT** 1 -YES 2 -NO
14. DIRECT PAYMENT (See FMI)	**15. TYPE OF PAYMENT** 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY	**16. FEE INSPECTION** 1 -YES 2 - NO	
17. COMMUNITY SIZE 1 - 10 000 OR LESS 2 - OVER 10,000 (FOR SFH AND HPG ONLY)		**18. USE OF FUNDS CODE** (See FMI)	

COMPLETE FOR OBLIGATION OF FUNDS

19. TYPE OF ASSISTANCE 081 (See FMI)	**20. PURPOSE CODE**	**21. SOURCE OF FUNDS**	**22. TYPE OF ACTION** 1 -OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION
23. TYPE OF SUBMISSION 1 — 1 - INITIAL 2 -SUBSEQUENT	**24. AMOUNT OF LOAN**	**25. AMOUNT OF GRANT** 63,000.00	
26. AMOUNT OF IMMEDIATE ADVANCE	**27. DATE OF APPROVAL** MO DAY YR	**28. INTEREST RATE** %	**29. REPAYMENT TERMS**

COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS

30. PROFIT TYPE 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT

COMPLETE FOR EM LOANS ONLY	**COMPLETE FOR CREDIT SALE-ASSUMPTION**
31. DISASTER DESIGNATION NUMBER (See FMI)	**32. TYPE OF SALE** 1 -CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 -CREDIT SALE WITH SUBSEQUENT LOAN 4 -ASSUMPTION WITH SUBSEQUENT LOAN
FINANCE OFFICE USE ONLY	**COMPLETE FOR FP LOANS ONLY**
33. OBLIGATION DATE MO DA YR	**34. BEGINNING FARMER/RANCHER** (See FMI)

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder **COPY 1 - Finance Office** **COPY 2 - Applicant/Lender** **COPY 3 - State Office**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0061 and 0570-0062. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collecti information.

CERTIFICATION APPROVAL

Item 2.

For All Farmers Programs EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL
The grantee certifies that it is in compliance with and will continue to comply with all applicable laws; regulations; Executive Orders; and other generally applicable requirements, including those contained in 2 CFR 200 and 2 CFR 400 in effect on the date of grant approval; and the approved Letter of Conditions.

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. ______ YES ______ NO

WARNING: **Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."**

Date September 29, 20 25 — Talia Hansen

(Signature of Applicant)

Date September 30, 20 25 — Silvia S[illegible]

(Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: Stanley Summers

Date Approved: ____________ Title: State Director

38. TO THE APPLICANT: As of this date 09/25/2025, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

SAN JUAN COUNTY

COMMISSION STAFF REPORT

MEETING DATE: October 21, 2025

ITEM TITLE, PRESENTER: Judicial Nominating Commission for San Juan County

RECOMMENDATION: Decide who you would like on the Commission

SUMMARY

Part of the process to replace Judge Hazleton at the end of the year includes a Nominating Commission who will review the applications for replacement from the State and make a recommendation to the County Commission at a later date.

The County needs two people who can review the applications and meet in the next few weeks for a half-day meeting. Currently, we have Craig Halls representing the Bar Representative, Rebecca Benally who is serving as the Mayor's appointment for Blanding, Mayor Hedglin and Kaeden representing Monticello City.

These two representatives cannot be related to someone who is applying but must have a good understanding about what it takes to be a good judge.

SAN JUAN COUNTY

COMMISSION STAFF REPORT

MEETING DATE: November 04, 2025

ITEM TITLE, PRESENTER: Consideration and Approval to renew the inter-local agreement between the Grand County Public Library and the San Juan County Library System, Presented by Nicole Perkins, Library Director

RECOMMENDATION: Approve

SUMMARY

The purpose is to establish an agreement to assist in providing library services to serve San Juan County residents who live in area code 84532 by offsetting any fees Grand County Public County Library issues for a non-resident Grand County Public Library Card. This agreement is similar to previous agreements except for a few minor changes, such as excluding the online library consortium services through Grand County Library but available to those 84532 residents through the San Juan County Library system

HISTORY/PAST ACTION

Approved

FISCAL IMPACT

If agreement is entered into, San Juan County Library system is obligated to pay the Grand County Public Library a total of $7000.00 due in January of each year beginning January 2026 through January 2030 with an option to renew for an additional 3 years if both parties agree. This is an increase of $1000 per year.

Inter-local Agreement between
Grand County Public Library and San Juan County Library
To Assist in Providing Library Service to San Juan County Residents with 84532 Zip Codes

This agreement is entered into this ______________ day of _________________, _____2025 by and between the Grand County Public Library (GCPL), and the San Juan County Library (SJCL).

WHEREAS, San Juan County residents pay San Juan County taxes in benefit of the San Juan County Library: and

WHEREAS, San Juan County residents are required to purchase a non-resident library card to use the Grand County Public Library: and

WHEREAS, San Juan County residents with the Moab zip code (84532) are geographically considerably closer to the Grand County Public Library; and

WHEREAS, San Juan County residents with the Moab zip code are currently without Library services;

NOW THEREFORE, in consideration of the benefits to be received by the two library systems and their respective customers and of the mutual covenants contained here, it is hereby agreed by GCPL and SJCL as follows:

1. **Purpose.** The purpose of this Agreement is to establish an agreement to assist in providing library services to San Juan County residents with the Moab zip code (84532) by offsetting any fees Grand County Public Library issues to 84532 San Juan County residents for a non-resident Grand County Public Library card. These services will exclude access to the Grand County Public Library online digital library through the Beehive Library Consortium / Libby collection.
2. **Term.** The term of this Agreement shall be from January 1, 2026 to December 31, 2030 and can be renewed for an additional three years during the final year of the contract if both parties are in agreement.
3. **Specific Provisions.** San Juan County residents with the Moab zip code may obtain a library card from GCPL without payment of any non-resident fees under the following conditions:
    a. They can provide GCPL proof of residence in an area of San Juan County with the Moab zip code.
    b. SJCL pays GCPL a yearly fee of $7000 to be received before January, 31st for that year. This annual fee covers San Juan County households that reside within the 84532-zip code. San Juan County residents residing in the service area (Spanish Valley, Bridger Jack, Brown's Hole, Pack Creek Ranch and Rockland Ranch) can purchase a GCPL card that includes digital access for the difference of this agreement and GCPL's non-resident yearly fee.
    c. GCPL track and reporting quarterly to SJCL an accounting of all new 84532 zip code patrons and make a good faith effort to add current 84532 patrons as they use their GCPL library cards. In their annual report, GCPL will also make a

good faith effort to include as detailed a geographic breakdown of 84532 patrons' residences as possible, such as by census-designated place or census block.

4. **Review.** The Directors of GCPL and SJCL will review this Agreement and will submit a yearly report to their respective Board of Directors and County Commissioners prior to December 31st, each year the contract is in effect.
5. **Liability.** Each library system shall, at all times, be solely responsible for the acts, or the failure to act, of its personnel that occurs or arises in any way out of the performance of this Agreement by its personnel only; and to save and hold the other party and its personnel and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred as result of any acts or omissions of the library's personnel relating to the performance of this Agreement.
6. **Amendment.** This Agreement may be amended only by further agreement in writing as mutually agreed to by both library systems.
7. **Modification.** This Agreement represents the entire Agreement between GCPL and SJCL. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on the parties unless executed in writing by authorized representatives of the library systems. The Agreement shall not be modified, supplemented, or otherwise affected by any course of dealing between the parties.
8. **Severability.** If any provisions of the Agreement or its application are held invalid, the remainder of the Agreement shall not be affected.
9. **Mediation/Arbitration Clause.** If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussion, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator before resorting to arbitration. The mediator will be selected by agreement of the library systems. Following mediation, or upon written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to the Agreement or breach thereof shall be settled through arbitration. The arbitrator may be selected by agreement of the library systems. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each library system shall bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence.
10. **Release Clause.** After FY 2026, San Juan County may terminate this contract without penalty or repercussions if annual appropriations, as part of San Juan County's annual public budgeting process, are not made or are insufficient to pay the Service Provider.
11. **Benefit.** This Agreement is entered into and for the benefit of the parties to this Agreement only and shall confer no benefits, directly or implied on any third person.

GRAND COUNTY LIBRARY BOARD CHAIR	SAN JUAN COUNTY LIBRARY BOARD CHAIR
x ______________________	x ______________________
DATE: ______________________	DATE: 10/29/2025

GRAND COUNTY COMMISSION CHAIR

x________________________________

DATE: ____________________________

SAN JUAN COUNTY COMMISSIONER

x________________________________

DATE: ____________________________

Dated October 20, 2025

Re: Interlocal Agreement with Monticello City for Inspection Services

Commissioners Harvey, Stubbs & Maughan & Monticello City:

According to Utah Code Annotated 11-13-202.5(3), any agreement that has been approved by the commission will not take effect until it has been reviewed, approved, and signed by the County Attorney.

The Monticello City Contract for Inspection Services was included on the agenda several meetings ago; however, I did not approve it for the reasons outlined in this document. Although I attempted to have it placed on the agenda for the last meeting, Mack declined to do so. So I am sending it to each of you and to Monticello City directly to ensure that it is placed on the agenda.

I. Review of City and County Responsibilities for Building Inspection Services (contributed by Bart Kunz).

Utah gives local jurisdictions the responsibility to inspect projects under Utah Code section 15A-1-207(1). And in DeBry v. Noble, 888 P.2d 428, 441-42 (Utah 1995), the Utah Supreme Court described building inspections as a core governmental function. A narrow exception to this responsibility occurs when a local government collects a fee for a building inspection but does not conduct the inspection promptly.

If a municipality or county collects a fee, the municipality or county "shall ensure that the construction project receives a prompt inspection." Utah Code sections 10-9a-542(2)(a) & 17-27a-537(2)(a). But if a county or municipality can't provide a building inspection within 3 business days after receiving a request and collecting a fee, the applicant may engage a third-party inspection firm from a list. Utah Code section 15A-1-105 requires the county to keep a list. Utah Code section 17-27a-537(2)(b). (The municipal counterpart appears in MLUDMA at 10-9a-542(2)(b). Interestingly, the MLUDMA version has a carveout that the county version lacks, requiring the municipality to conduct the inspection on the date set by the applicant if it is more than three days after the application.)

Under 15A-1-105, a municipality or county must maintain a "third-party inspection firm list." For counties of the first through **fourth** class (and municipalities located therein), the list must include at least three firms.[1] If an applicant engages a third-party firm because the municipality or county can't get to the inspection in time, the applicant must notify the government which

[1] For counties of the fifth or sixth class (and municipalities located therein), the list needs just one firm

firm it is hiring, the third-party inspector submits the report to the government, and the government pays the cost of the inspection, so long as it doesn't exceed the original request. Utah Code section 15A-1-105(2). The government is not liable for such inspections. Utah Code section 15A-1-105(4).

The reports are supposed to be submitted to the "local regulator," which is defined in the State Construction Code as a political subdivision, not necessarily a building inspector or building official. Utah Code section 15A-1-202(12). (Note that section 15A-1-105 refers to section 15A-1-102 for the definition, but that section lacks any such definition.)

Incidentally, section 15A-1-105(1)(d)(ii) allows building inspectors from adjacent cities and counties to be third-party inspectors. So, a county inspector might be able to pick up some extra work from a neighboring jurisdiction.

Consequently, while building inspections may be a topic of an interlocal agreement under Utah Code section 11-13-212, ***a local government should take care if it chooses to enter into such an interlocal agreement with an adjacent jurisdiction using its own building inspector if its inspector could have otherwise separately and independently contracted for such work.***

Given the above, the best approach given the statutory language of Utah Code Section 11-13-212 would be to have Monticello City contract directly with a building inspector (which can be the same inspector as the county has engaged).

II. Other Issues with the Agreement.

1. The Agreement does not comply with the statutory language for creating interlocal agreements.

2. According to the Agreement, the City Manager and the City Planning and Zoning Director are the two administrators of the Agreement. No one from the County is named as a joint administrator. It is odd that the County is providing the City a service and the City is the administrator of the interlocal. It would make more sense to have the county act as the administrator since they are providing the service (or have a joint administrator from the County and the City. Also, the Agreement needs to clarify the powers of the joint administrator, especially if it is the city. Does the city schedule the building inspector? Those types of items should be addressed.

3. More than likely, the County will not be insured by UCIP because of the indemnification provisions in the Agreement. UCIP does not provide coverage for liability a member has accepted by way of a contract. UCIP uses standard industry language in its agreements with its members. The industry does not allow its insureds to obligate the insurer to provide coverage to other entities by way of a contract, and neither does UCIP. If the County agrees to indemnify and defend the City for claims made against the City, that obligation will fall on the county and UCIP will not provide a defense to the City or pay any claims against the City.[2]

4. The Agreement references the San Juan County Building Department but there is no such legal entity and hence no official governing docs/powers, etc.

III. COMPLIANCE WITH STATUTE

The Agreement references the interlocal agreement act and says the Agreement is made pursuant to the act but it fails to specifically state whether it creates a separate interlocal entity as required by Utah Code Annotated, §11-13-202 & §11-13-206.

Interlocal Agreements must comply with the Interlocal Cooperation Act, codified in Title 11, Chapter 13. There are different requirements depending on whether the Agreement create an interlocal entity.:

1(b) _IF_ the agreement creates an interlocal entity, it must contain:

(i) the precise organization, composition, and nature of the interlocal entity;

(ii) the powers delegated to the interlocal entity;

(iii) the manner in which the interlocal entity is to be governed; and

(iv) subject to Subsection (2) [below], the manner in which the members of its governing board are to be appointed or selected;

Regardless of whether it creates a separate entity, the Agreement must contain:

1(a) its duration

(c) its purpose

[2] FYI, under the State Procurement Act, any contract that requires the state to indemnify another party in a contract is considered invalid and unenforceable. UCIP recommends member Counties to adopt the same position that the County will not agree to indemnify or defend any other party to a contract.

(d) the manner of financing the joint or cooperative action and of establishing and maintaining a budget for it;

(e) the permissible method or methods to be employed in accomplishing the partial or complete termination of the agreement and for disposing of property upon such partial or complete termination;

(f) the process, conditions, and terms for withdrawal of a participating public agency from the interlocal entity or the joint or cooperative undertaking;

(g)

(i) whether voting is based upon one vote per member or weighted; and

(ii) if weighted voting is allowed, the basis upon which the vote weight will be determined;

(2) Each agreement under Section 11-13-203 or 11-13-205 that creates an interlocal entity shall require that Utah public agencies that are parties to the agreement have the right to appoint or select members of the interlocal entity's governing board with a majority of the voting power.

If the Agreement does not create an interlocal entity, then the provisions of Section 11-13-206 still apply but there are additional provisions. The Agreement must provide for:

(a) the joint or cooperative undertaking to be administered by:
  (i) an administrator; or
  (ii) a joint board with representation from the public agencies that are parties to the agreement;

(b) the manner of acquiring, holding, and disposing of real and personal property used in the joint or cooperative undertaking;

(c) the functions to be performed by the joint or cooperative undertaking; and,

(d) the powers of the joint administrator.

The Agreement lacks some of these statutory provisions entirely and others could be more detailed.

CONCLUSION

A review of the County's responsibilities includes the following:

1. Counties and municipalities must have their own building inspectors, either as employees, contract employees, or by interlocal agreement (though these agreements can present difficulties). A building official can also be the building inspector or some other county official.

2. The County must ensure that builders/owners who reside in the County receive a prompt inspection (3 days or less). The City must also ensure that its builders/owners receive a prompt inspection (3 days or less) [3].

3. If the County fails to meet that deadline, the builder/owner may engage a third party inspector from a list provided by the County. The County must maintain a third party inspection list. For counties of the first through **fourth** class (and municipalities located therein), the list must include at least **three** firms

4. The County needs to designate a "local regulator". "Local regulator" means a political subdivision of the state that is empowered to engage in the regulation of construction, alteration, remodeling, building, repair, installation, inspection, or other activities subject to the codes. "Local regulator" may include the local regulator's designee. §15A-1-202(12)
5. The Commissioners need to decide if they want to have Monticello City contract with its own building inspector or if the County wants to enter into an interlocal agreement, remembering the caution set out in Utah State Code, §11-13-212, - a local government should take care if it chooses to enter into such an interlocal agreement with an adjacent jurisdiction using its own building inspector if its inspector <u>could have otherwise separately and independently contracted for such work.</u>

6. If the County desires to enter into an interlocal agreement with the City for inspection services, then the Agreement needs to be revised to comply with the statutory provisions as more fully set forth in Sections II and III above.

Dated this ___ day of October, 2025.

San Juan County Attorney's Office

<u>/s/ Mitchell D Maughan</u>
County Attorney

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[3] This assumes that the County or the City charges a fee.

AGREEMENT BETWEEN
THE CITY OF MONTICELLO AND SAN JUAN COUNTY
FOR BUILDING INSPECTION SERVICES

This Agreement is made and entered into pursuant to 11-13-1, Utah Code Annotated, as amended, commonly referred to as the Interlocal Cooperation Act, by and between San Juan County, a body corporate and politic of the State of Utah, hereinafter referred to as “County”, and the City of Monticello, a municipal corporation of the State of Utah, hereinafter referred to as “City”.

WITNESSETH

WHEREAS, City wants a safe and secure environment for its citizens, businesses and all others within the City boundaries; and

WHEREAS, City desires to make the most cost-effective use of tax dollars to provide building inspection services; and

WHEREAS, City feels that the San Juan County Building Department can provide excellent, cost-effective building inspection services within the City boundaries; and

WHEREAS, City is required by State Code to have a licensed building official preforming the needed functions of inspections and plan approvals, and requests this role be filled by San Juan County Building Department; and

WHEREAS, City and County have determined that it is mutually advantageous to enter into this Agreement for the San Juan County Building Department to provide building inspection services in the City; and

WHEREAS, it is agreed that the services provided will be paid for by the City as hereinafter set forth and the respectful entities have determined and agree that the amount set forth herein is reasonable, fair and adequate compensation for providing the described building inspection services;

NOW THEREFORE, pursuant to the Utah Interlocal Cooperation Act the parties hereby agree as follows:

SECTION ONE:
AGREEMENT

1.01 The County, through the San Juan County Building Department agrees to furnish building official services and to enforce State laws within the corporate limits of City, to the extent and in the manner hereinafter set forth.

1.02 This Agreement terminates and supersedes any existing building inspection service agreement, whether oral or written, between the parties.

1.03 The concepts set forth in the above recitals are recognized and incorporated as an integral part of this agreement.

1.04 The City Manager and City Planning & Zoning Administrator shall be the administrators of this Agreement.

1.05 The City will enforce all City Codes and ensure land use is appropriate and shall issue stop work orders as necessary.

1.06 The County will designate a deputy and/or an appropriate supervisor as the liaison to the City for the purpose of coordinating the activities of the City of Monticello, attending staff and City Council meetings as reasonably requested, and to oversee the delivery of building services under this agreement.

SECTION TWO:
SCOPE OF SERVICES

2.01 The City of Monticello shall be responsible to furnish all personnel for the collection of applications and fees, data input into building software, compliance investigations, communications with County employees and applicants, Stop Work Orders (as applicable) , Certificate of Occupancy, follow-up communications, as well as any other services in the field of construction that are within the legal power and ability of the City of Monticello to provide.

2.02 The County will furnish all necessary labor, supervision, equipment, vehicles, communication software, communications with City and applicants, copy of fee schedule, and other items of equipment reasonably necessary to provide the services described herein.

2.03 The personnel and equipment furnished by the County will provide responsive, direct services within the normal operating hours of County Administration, Monday through Friday, 8am to 5pm.

2.04 The County will adjust operating hours set in accordance with 2.03, to meet all State current and future state code timeline requirements and deadlines. Provided that the change of operating hours is at the cause from County personnel.

2.05 The City will provide the software for the upload and documentation on the City's Building permits. The County will document its work in the City system along with any attachments to each building permit. If work is accidentally uploaded to the wrong entity building permit software, the respected party must notify the other party within 48 hours to correct the upload to the correct software.

SECTION THREE:
AUTHORITY AND EMPLOYMENT STATUS

3.01 For purposes of liability, County officers or employees or contractors shall not be deemed to be City officers or employees except as more fully specified in the Agreement. All building inspection officers employed by the County to perform duties under the terms of this Agreement shall be County employees, and shall have no right to any City pension, civil service, or any other City benefit for services provided hereunder. The County will have full supervision authority over all persons employed to carry out the requirements of this agreement. Any contractors under contract will provide services as requested by the County and will be under the full supervision of the County.

SECTION FOUR:
INDEMNIFICATION

4.01 The City shall be responsible for all damages to persons or property that occur as a result of the negligence or fault of the City in connection with the performance of this Agreement. The City shall also defend and indemnify the County for all claims and expenses that arise out of the enforcement of a State law or City ordinance that is deemed to be unlawful or unconstitutional.

4.02 The County shall be responsible for all damages to persons or property that occur as a result of negligence or fault of the County in connection with the performance of this Agreement. The County shall indemnify and hold the City free and harmless from all claims that arise as a result of the negligence or fault of the County, its officers, agents and employees.

4.03 In the event that the City or any of its officers or employees are named as co-defendants with the County or any of its officers or employees in any civil action based upon the delivery of County services under the terms of this Agreement, the County agrees to undertake the defense of the City or any of its officers or employees so named under a reservation of rights agreement until such time as they have been successfully dismissed from the action or it has been determined by the County that a conflict of interest exists, at which time City will be notified of its duty to independently undertake and pay for the defense of the City or its officer or employee named as a co-defendant in such civil actions.

4.04 In the event that the County or any of its officers or employees are named as co-defendants with the City or any of its officers or employees in any civil action based upon the delivery of City services under the terms of this Agreement, the City agrees to undertake the defense of the County or any of its officers or employees so named under a reservation of rights agreement until such time as they have been successfully dismissed from the action or it has been determined by the City that a conflict of interest exists, at which time County will be notified of its duty to independently undertake and pay for the defense of the County or its officer or employee named as a co-defendant in such civil actions.

SECTION FIVE:
RESPONSIBILITY FOR SALARY AND BENEFITS

5.01 The City shall not assume any liability for the payment of any salaries, wages, employment benefits or other compensation to any County personnel performing services hereunder for the City and will not assume any other employment related liability except as provided for in this Agreement.

5.02 The City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment, unless otherwise provided herein, and the County hereby agrees to hold the City harmless against any such claim.

SECTION SIX:
TERM OF AGREEMENT

6.01 Unless terminated sooner as provided for herein, this Agreement shall be effective 12:01 am, August 27, 2025, and shall run for a five (5) year period until 12 midnight August 26, 2030.

6.02 In the event the City desires to extend this Agreement for a succeeding five year period, the City Council, by April 15 of the year of the expiration date of this Agreement, shall notify the County Commissioners that it wishes to renew the agreement, whereupon the County Commissioners, not later than May 15, shall notify the City Council in writing of its determination concerning the renewal for an additional five-year period together with any readjusted rates for the new extended agreement and a new agreement shall be executed. If these notifications are not made, this agreement shall expire and shall terminate on the final day of this agreement.

6.03 Notwithstanding the provisions of this Section, either party may terminate this Agreement at any time by giving 30 days prior written notice to the other party. In the event of a termination all services will be carried out to the end of the month, regardless of which party terminates the agreement. Payments will be prorated based on time of cancellation and refunds to the City or payments from the City will be processed within 30 days after the day of termination of the agreement.

SECTION SEVEN:
COMPENSATION FOR SERVICES

7.01 The City agrees to pay to the County the amount set forth in Attachment A, which is attached hereto and incorporated herein by reference, for the services provided pursuant to this agreement. The amount listed on Attachment A includes, but is not limited to: building inspection fee, etc., etc., etc. The City shall pay the amount set forth in Attachment A, as scheduled in this agreement, even during times when a new officer is being recruited, hired, trained, etc. to fill a vacancy under this agreement.

7.02 The City's payments will cover all work required for each permit, including all inspections by the County through completion of the permit. If additional inspections or unplanned adjustments are needed, they will be added to the permit with a note explaining the reason. The City will then collect the additional fees based on the agreed fee schedule and make adjustments as stated in Attachment A.

7.03 The City shall budget for and remit the amounts due to the County at the close of the semi-annual year: June and December. If such payment is not remitted to the County within 30 days following the end of the quarter, a reminder will be send out from the County inquiring about the payment. Both parties are responsible for tracking the payment amounts due following the semi-annual schedule.

7.04 The compensation paid by the City to the County pursuant to this Agreement shall be used for the services provided pursuant to this Agreement, and County shall not have the authority or right to use such funds for other purposes. Further, the County agrees not to offset the City's present or future budget because of the compensation paid pursuant to this Agreement.

SECTION EIGHT:
REPORTS AND RECORDS

8.01 Records will be maintained of all building inspection activity and services in the City and the records will be accessible to the City at all reasonable times. The County will prepare an annual report of building inspections in the City and will review the report annually with City Staff at a meeting upon request. The County will also provide updates to online building records within 48 hours of services rendered to the City.

SECTION NINE:
COORDINATION

9.01 The City's Manager, City's Mayor, or other designated representatives may confer with the County, and/or his designated contract representatives, to coordinate with the San Juan County Building Department regarding the performance or services under this Agreement, the costs for future periods under this contract, or any other issues related to the services provided under this contract. Such meetings will be subject to the discretion and availability of the Building Department Manager and shall be handled in accordance with County policy.

9.02 All inspections must be requested by the City Planning & Zoning Administrator. The County will schedule each inspection directly with the property owner based on the proper timeline for the requested inspection. Following completion, the County shall document the inspection in the City system within 48 hours.

9.03 The County shall notify the City of any adjustments to the County fee schedule for plan reviews or inspection fees within 1 week of adoption, to allow proper collection of the fees.

SECTION TEN:
GOVERNMENTAL OR CITY PROJECTS

10.01 City building projects, plan reviews, and inspections will be paid at the applicable rate set forth in Attachment A.

10.02 County projects within the City's municipal boundary will be requested through the City system and given the same timeline as all other building requests. Fees will be waived for all services provided by the County. Non-inspection-related City fees will still be assessed, unless waived or adjusted by City Council at the County's request.

10.03 Other Governmental projects within the City's municipal boundary will pay the set fees and follow the same process as standard building permits, unless an adjustment is requested and approved by the City Council and the County Commission.

IN WITNESS WHEREOF The City of Monticello, by resolution duly adopted by its City Council, caused this Agreement to be signed by its Mayor and attested by its Clerk, and San Juan County, by resolution of its County Commissioners, has caused this Agreement to be signed by the Chairman of said Commission and attested by its Clerk, all on the day and year appearing below their respective signatures.

THE CITY OF MONTICELLO

By ______________________________
Mayor Bayley Hedglin

Date ______________________________

ATTEST:

Approved as to form and for compliance with state law:

____
City Recorder

____
City Attorney

BOARD OF COUNTY COMMISSIONERS OF SAN JUAN COUNTY

By ________________________________
Chairman Silvia Stubbs

Date ________________________________

ATTEST:

Approved as to form and for compliance with state law:

______________________________	______________________________
San Juan County Clerk	San Juan County Attorney

Attachment A

County and City have agreed upon the following fee schedule.

Payments to County

Semi-Annual payments in the amount of **$3,000 ($6,000 yearly)** will be made by June 30 and December 31 of each year. This will continue for five (5) years as stated in the current contract and on the terms specified in Section Seven, Compensation of Services.

Payment Review

When yearly City Inspections reach over 75 inspections or stay under 35 inspections, a review of this agreement be made to adjust the rate of the later semi-annual payment. During such time, the rates will be adjusted based on the cost of the building fees as set by the County. Following years will resume at standard rate as set by the above payment schedule.

Payment Review Process:

Upon recognizing that the inspections have increased or decreased below the above threshold, the recognizing party will notify the other of the finding within one (1) month. Parties will hold a meeting to calculate the new fee based on the assumed average for the remaining year. This meeting may be delayed until later in the year once all building has slowed down for the season.

For Example. In the eighth month, only 20 inspections have occurred. Due to this fact the rate will be reduced to reflect that change based on the remaining inspections to be added to the system (2 permits added with a total of 5 inspections). 5 inspections at $65 per inspection (as set by the County Fee Schedule) would reduce the remaining balance due to $325. This amount plus any plan review fees would be the total due for the second yearly payment ($130 x 2 = $260 + 325 = $585 total year end payment) Overage inspections would work in the same way increasingly based on the County inspection and plan review fees.

STAFF REPORT

MEETING DATE: October 21, 2025

ITEM TITLE, PRESENTER: Mitch Maughan

RECOMMENDATION: EnterTextHere

SUMMARY

Judge Lyon Hazleton will retire at year's end. He currently presides over two separate courts: San Juan County Justice Court (handling Class B misdemeanors and below for the county) and Monticello Justice Court (handling similar cases within city limits). Each court operates independently with its own judge contract.

A joint decision with Monticello City is needed to determine future court structure before choosing the judge selection panel. Three options are being considered:

- Keep both courts separate, maintaining their individual contracts, identities, costs, and revenues.
- Merge the courts under an interlocal agreement that outlines shared responsibilities, costs, and revenues.
- Dissolve Monticello Justice Court, giving San Juan County Justice Court jurisdiction over all areas except Blanding City. Monticello City would not share costs or receive revenue.

This is for information only. I request permission to consult with Monticello City and return to the commission with a more detailed analysis of each option—including pros, cons, and proposed cost and revenue sharing—at the next meeting or in a work session.

HISTORY/PAST ACTION

EnterTextHere

FISCAL IMPACT

EnterTextHere

SAN JUAN
COUNTY

Resolution #2025-12

A RESOLUTION OF THE SAN JUAN COUNTY COMMISSION, STATE OF UTAH, APPOINTING TEMPORARY JUDGES TO THE JUSTICE COURT.

WHEREAS, San Juan County has established a San Juan County Justice Court pursuant to the laws of the State of Utah; and

WHEREAS, from time to time the San Juan County Justice Court requires the services of a temporary Judge to preside in matters of conflict or when the permanent Justice Court Judge is unavailable; and

WHEREAS, Utah Code Ann, 78A-7-208 provides for the appointment of temporary Justice Court Judges by the governing body; and

WHEREAS, Utah Code Ann. 78A-7-208 allows for the appointment of any senior Justice Court Judge or a Justice Court Judge currently holding office within the Judicial district or in an adjacent county; and

WHEREAS, San Juan County Commission finds that the individual(s) identified in the attached Exhibit "A" meet the qualifications of Utah Code Ann. 78A-7-208; and

WHEREAS, the San Juan County Commission desires to appoint the individual(s) identified in Exhibit "A"; and

WHEREAS, from time to time the San Juan County Commission may desire to appoint additional temporary Justice Court Judges; and

NOW THEREFORE, be it resolved by San Juan County Commission that:

1. The San Juan County Commission hereby appoints each individual identified in Exhibit "A" to the position of temporary San Juan County Justice Court Judge.
2. The Resolution shall become effective upon adoption.

APPROVED and APPOINTED by the San Juan County Commission in open session this ___ day of ___________________.

ATTEST	**BY THE SAN JUAN COUNTY COMMISSION**
______________________	______________________
Lyman Duncan, Clerk/Auditor	Silvia Stubbs, Commission Chair

EXHIBIT "A"

(Individual(s) Appointed as Temporary Justice Court Judges)

Judge Kelly Laws

Judge Jon Carpenter

Judge Danalee Welch-O'Donnal

78A-7-208 Temporary justice court judge.

When necessary, the governing body may appoint any senior justice court judge, or justice court judge currently holding office within the judicial district or in an adjacent county, to serve as a temporary justice court judge.

Amended by Chapter 205, 2012 General Session

COMMISSION STAFF REPORT

MEETING DATE: October 21, 2025

ITEM TITLE, PRESENTER: Consideration and Approval of the Cal Black Taxiway A Rehabilitation Phase II Engineering, Design and Construction Agreement between San Juan County and Jviation, a Woolpert Company, LLC. Mack McDonald, Chief Administrative Officer

RECOMMENDATION: Decide who you would like on the Commission

SUMMARY

An Request for Proposal for the Cal Black Memorial Airport (U96) was issued on November 11, 2022, for the contracted services to assist San Juan County in providing basic airport engineering consulting services as an Independent Contractor. The County contracted with them in December of 2022 in accordance with the Airport and Airway Improvement Act of 1982, as amended and in anticipation of contemplated projects on the current 2023-2027 Capital Investment Plan. The Contract is a negotiated as a 5-year contract but still requires a separate cost contracts or tasks per project.

As we work through these projects and Jviation provides estimated costs for their work and design, these are then vetted through an independent fee analysis and then those results are shared with Jviation as well as the FAA to make sure that they are fair and equitable costs.

Total costs for this task is $270,535.00 which will be largely provided by the FAA (90%), the State (5%) and the County (5%).

Task Order to Master Professional Services Agreement between Jviatio Woolpert company, LLC and San Juan County, Utah

Task Order # 5

Section 1. General

THIS TASK ORDER, made and entered into this ___ day of _________________, 2025, by and between Jviation, a Woolpert Company, LLC, whose address is 35 South 400 West, Suite 200 Ste. George, UT 94770, (hereinafter referred to as "Engineer") and San Juan County, Utah ("Sponsor"), provides for Services by Sponsor under the Master Professional Services Agreement dated January 6, 2023, such Services described under Section 2 of this Task Order.

- Woolpert Project Number: 10016976.03
- Task Order Project Title: Taxiway A Rehabilitation Phase II

Client's Representative

- Name: Mack McDonald
- Address: San Juan County, PO Box 9, Monticello, UT 84535
- Phone Number: 435.587.3225
- Email address: mmcdonald@sanjuancounty.org

Woolpert's Representative

- Name: Kirt McDaniel
- Address: 35 South 400 West, Suite 200, St. George, UT 84770
- Phone Number: 425.574.5308
- Email address: kirt.mcdaniel@woolpert.com

Section 2. Description of Services

The Services to be provided by Engineer are identified in Exhibit A: Scope of Services to this Task Order, which is incorporated by this reference.

Section 3. Compensation to Be Paid to Engineer

Compensation to be paid to Engineer for providing the requested Services is identified in accordance with Exhibit B: Compensation of this Task Order, which is incorporated by this reference.

Section 4. Schedule for Services

The commencement date of this Task Order shall be upon execution. The services set forth in this Task Order shall be completed per the project schedule, unless terminated or extended as provided in the Master Professional Services Agreement or by mutual agreement in writing.

IN WITNESS WHEREOF, this Task Order, which is subject to the terms and conditions of Sections 1 through 4, Attachment(s), and the aforementioned Master Professional Services Agreement, is accepted as of the date first written above.

San Juan County, Utah:

Signed: ______________________________

Name: ______________________________

Title: ______________________________

Jviation, A Woolpert Company, LLC:

Signed: ______________________________

Name: Jason Virzi, PE

Title: Vice President

Item 8.

Exhibit A

SCOPE OF WORK
FOR
CAL BLACK MEMORIAL AIRPORT
San Juan County, UT
AIP Project No. 3-49-0055-025-2025
Rehabilitate Taxiway A – Phase II Construction

This is an Appendix attached to, made a part of and incorporated by reference with the Professional Services Agreement dated January 6, 2023, between San Juan County and Jviation, a Woolpert Company, for providing professional services. For the remainder of this scope the Cal Black Memorial Airport is indicated as "Sponsor" and Jviation, a Woolpert Company, is indicated as "Engineer". The construction budget for this project is approximately $1,600,000. This construction budget does not include administrative, legal, or professional fees.

This project shall consist of Bidding, Construction Administration, Post-Construction Coordination, and On-Site Construction Coordination for the Rehabilitate TW A – Phase II Construction Project. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.

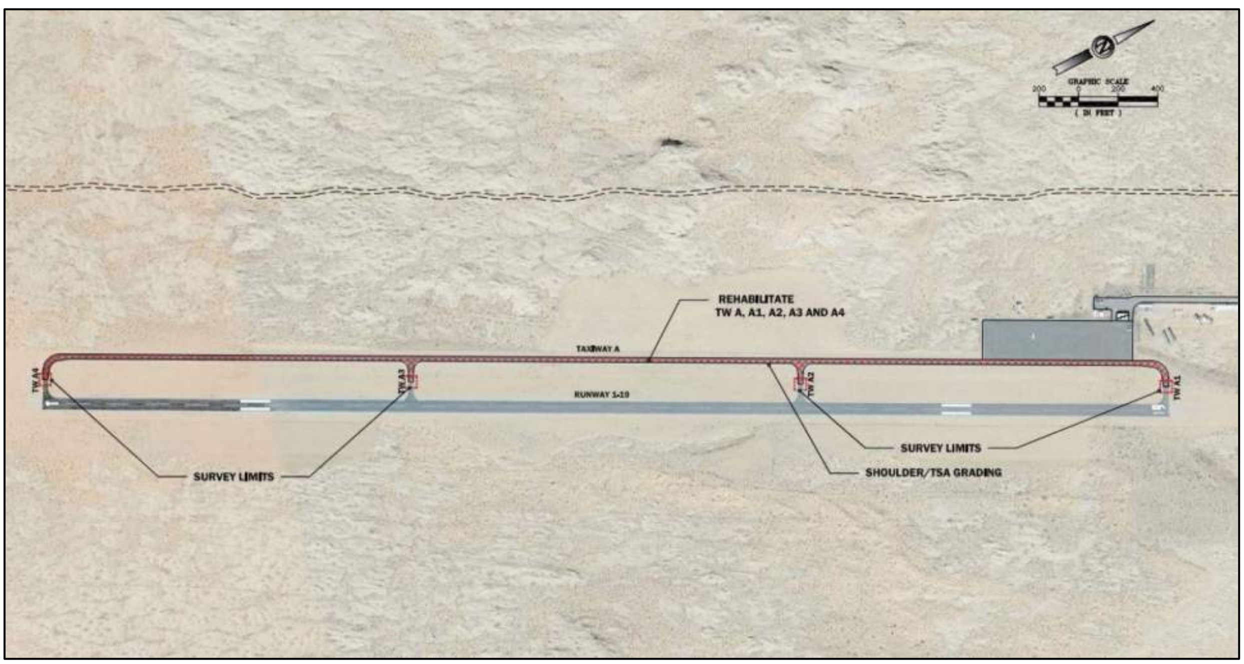

EXHIBIT NO. 1

DESCRIPTION

This project includes the rehabilitation of parallel Taxiway A and associated connector taxiways pavement. Parallel Taxiway A is 25' x 5700' and there are four 25' x 190' connector taxiways.

The engineering fees for this project will be broken into two parts. **Part A-Basic Services** includes 1) Bidding Phase and Reimbursable Costs during Bidding and **Part B-Special Services**, which includes 2) Construction Administration, 3) Post Construction, and 4) On-Site Construction Coordination Phase or Field Engineering Phase. Additional services that will be completed by subconsultants to the Engineer include quality assurance testing during construction. Parts A and B and the four phases are described in more detail below.

PART A - BASIC SERVICES consists of the Bidding Phase invoiced on a lump sum basis.

<u>1.0 Bidding Phase</u>

1.01 Coordinate and Attend Meetings with the Sponsor and FAA. Meetings with the Sponsor and the FAA will take place to determine critical project dates, establish the proposed project schedule and review environmental component(s). It is anticipated that there will be up to two meetings with the Sponsor and/or the FAA throughout the course of the bidding phase.

1.02 Prepare Project Scope of Work and Contract. This task includes establishing the scope of work through meetings outlined above. Fees will be negotiated with the Sponsor and will be subject to an independent fee estimate conducted by a third party hired by the Sponsor. This task also includes drafting the contract for the work to be completed by the Engineer for the Sponsor once negotiations are complete.

1.03 Repackage Design Project AIP-022 to AIP-025. This project was designed under a separate scope of work for AIP-022, Rehabilitate Taxiway A Design. This task includes repackaging the AIP-022 project documents into a set ready for bid that captures any revisions, renaming the project to AIP-025 and finalizing the bidding schedule.

1.04 Provide Bid Assistance. The Engineer will assist the Sponsor, as needed, with the preparation of any required bidding documents. Included as part of this task, the Engineer will prepare a legal advertisement for publication on the City website as a solicitation for bids. Additionally, the Engineer will advertise the project Invitation for Bids on their website and directly notify potential contractors to maximize project exposure and generate interest in the project.

1.05 Prepare/Conduct Pre-Bid Meeting. The Engineer will conduct the pre-bid meeting and pre-bid site visit in sequence with the Sponsor and contract document requirements. As a part of this meeting, the Engineer will also discuss the environmental plan sheet, surveyed areas, and environmental commitments.

1.06 Prepare Addenda. Any necessary addenda will be issued to clarify and modify the project, as required, and based on questions or comments that may arise from potential contractors during the bidding process. Any necessary addenda will be reviewed with the Sponsor and FAA prior to being issued. The addenda will meet all design and construction standards, as required.

1.07 Consult with Prospective Bidders. During the bidding process, the Engineer shall be available to clarify bidding issues with contractors and suppliers and for consultation with the various entities associated with the project.

1.08 Attend Bid Opening. The Engineer shall attend the bid opening for the project, which will be via video conference and conducted by the Sponsor.

1.09 Review Bid Proposals. Upon the opening of submitted bid proposals by the Sponsor, the Engineer shall review all the bid proposals submitted. A cost analysis of the bid prices will be completed and tabulated; the contractor's qualifications to perform the work will be included, including review of suspension and debarment rules on the www.Sam.gov website, verification of proposed DBE subcontractors, Buy American compliance analysis/review, and project funding review. Inclusion of bid guarantee, acknowledgement of addenda, and in-state licensure verification shall be completed.

1.10 Prepare Recommendation of Award. The Engineer shall prepare a Recommendation of Award for the Sponsor to accept or reject the bids received with a summary of the items listed in Task 1.09. If rejection is recommended, the Engineer will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project.

1.11 Prepare Federal Grant Application. This task consists of preparing the federal grant application. The application will be submitted during the initial portion of the project. Preparation of the application includes the following:

- Prepare Federal 424 form.
- Prepare Federal Form 5100 – II thru IV.
- Prepare project funding summary.
- Prepare program narrative, discussing the purpose and need of the work and the method of accomplishment.
- Project sketch (8.5” x 11”).
- Include preliminary cost estimate.
- Include the existing Exhibit “A” Property Map
- Include the Sponsor’s certifications.
- Attach the current grant assurances.
- Include DOT Title VI assurances.
- Include certification for contract, grants and cooperative agreements.
- Include Title VI pre-award checklist.
- Include current FAA advisory circulars required for use in AIP funded projects.

The Engineer shall submit the grant application to the Sponsor for approval and signatures. After obtaining the necessary signatures, the Sponsor or Engineer shall forward a copy of the signed application to the FAA for further processing.

1.12 Manage BlackCat Files. This task includes managing BlackCat Files for the Sponsor. The Engineer will ensure all documentation necessary for the project, including scope of work, record of negotiations, grant applications, etc. are uploaded into BlackCat throughout the duration of the Project.

TASK 1 DELIVERABLES	TO FAA/STATE	TO SPONSOR
1.02 Scope of Work, Fee, and Contract	✓	✓
1.03 Required Bidding Documents	✓	✓
1.05 Pre-Bid Meeting Agenda and Pre-Bid Meeting Minutes	✓	✓
1.06 Addenda	✓	✓
1.09 Bid Tabulation	✓	✓
1.10 Recommendation of Award	✓	✓
1.11 Federal Grant Application	✓	✓
1.12 Manage BlackCat Files	✓	✓

TASK 1 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
1.01 Scoping Meeting	• One (1) Program Director, one (1) Senior Consultant and two (2) Project Managers - Assume One (1) hour via teleconference
1.02 Prepare Project SOW and Contract	• One (1) Project Manager - Assume One (1) hour via teleconference
1.05 Prepare/Conduct Pre-Bid Meeting	• Cal Black Memorial Airport, San Juan County, UT - One (1) Project Manager and one (1) Construction Manager Assume half day site visit (1 site visit) and travel to/from Woolpert office to Airport with one overnight stay for the Project Manager and Construction Manager
1.08 Attend Bid Opening	• One (1) Project Manager - Assume one hour meeting via video conference call for Project Manager

EX Reimbursable Costs During Bidding. This section includes reimbursable items such as auto rental, lodging, per diem, and other miscellaneous expenses incurred in order to complete **Part A – Basic Services**.

PART B - SPECIAL SERVICES consists of the Construction Administration Phase and Post-Construction Coordination Phase, which are invoiced on a lump sum basis; as well as the On-Site Construction Coordination Phase, which is invoiced on a cost plus fixed fee basis. Also included are direct subcontract costs for the quality assurance testing during construction,.

2*.0 Construction Administration Phase*

2.01 Prepare Construction Contract and Documents. In agreement with the FAA, the Engineer shall prepare the Notice of Award, Notice to Proceed, and Contract Agreements, including bonds and insurance documents, which will be updated to include all addenda items issued during bidding, for the Sponsor's approval and signatures. Approximately five copies will be submitted to the successful Contractor for their signatures.

The Engineer will ensure the construction contracts are in order, the bonds have been completed, and the Contractor has been provided with adequate copies of the Construction Plans, Specifications, and Contract Documents, which will be updated to include all addenda items issued during bidding.

2.02 Provide Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of all construction management tasks required of the Engineer. These duties include:

- Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Project Manager will review progress reports weekly and monthly.
- Assist with change orders and supplemental agreements as necessary. All change orders and supplemental agreements will be coordinated with the Sponsor and FAA staff prior to execution. All change orders and supplemental agreements will be prepared in accordance

with the FAA Standard Operating Procedure (SOP) 7.0, *Airport Improvement Program Construction Project Change Orders*.

- Senior construction management staff will consult with and provide guidance to the on-site Construction Manager regarding unique project elements; material quality, production, and/or placement issues; and any other difficulties encountered during construction.
- Clerical staff shall prepare the quantity sheets, testing sheets, construction report format, etc.
- Office engineering staff, CAD personnel and clerical staff shall be required to assist the Field Personnel as necessary during construction. Specific tasks to be accomplished include providing secondary engineering opinions on issues arising during construction, maintaining project files as necessary and various other tasks necessary in the day-to-day operations.
- The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.

2.03 Review Environmental Documentation. This task includes the review of the overall environmental exhibit in relation to final construction documents as well as coordination throughout construction to ensure environmental commitments are maintained and environmental resources are protected.

2.04 Coordinate Quality Assurance Testing. This task includes preparing the requirements for quality assurance testing. Negotiating with the quality assurance firm for a cost to perform the work is also included in this task.

2.05 Prepare/Conduct Pre-Construction Meeting. The Engineer will conduct a pre-construction meeting to review FAA requirements as required per FAA AC 150/5370-12 (Current Edition), *Quality Management for Federally Funded Airport Construction Projects*, prior to the commencement of construction. It is anticipated that representatives of the Engineer will include the Project Manager and Construction Managers. As a part of this meeting, the Engineer will also discuss the environmental plan sheet, surveyed areas, and environmental commitments. The meeting will be held virtually and will include the Sponsor, FAA (if possible), Contractor, subcontractors, and airport tenants affected by the project.

2.06 Prepare/Submit Construction Management Plan. This task includes preparing and submitting the Construction Management Plan, which includes resumes of project personnel representing the stakeholders, detailed inspection procedures, required submittal processes, quality control testing methods, quality assurance testing methods, final test result summary forms, and the Contractor's Quality Control Program (CQCP). The Construction Management Plan shall be prepared to follow the requirements of FAA AC 150/5370-12 (Current Edition), *Quality Management for Federally Funded Projects*.

2.07 Review Contractor's Safety Plan Compliance Document. This task includes reviewing and providing comments on the Contractor's Safety Plan Compliance Document (SPCD) as required per FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction.* The Engineer shall review to ensure that all applicable construction safety items are addressed and meet the requirements of AC 150/5370-2 (Current Edition) and the Contract's Construction Safety and Phasing Plan (CSPP). The intent of the SPCD is to detail how the Contractor will comply with the CSPP. Following award of the project to the successful Contractor and prior to the issuance of the Notice to Proceed, the Engineer will review the SPCD, provide comments and ultimately approval of the document. It is anticipated that the document will require at least one re-submittal by the Contractor to address any missing information. The SPCD will be submitted to the Engineer for approval at least 14 days prior to the issuance of the Notice to Proceed to the Contractor. An approved copy of the SPCD shall be provided to the FAA.

2.08 Prepare Requests for Reimbursement. This task includes preparing the FAA Standard Form 271 for Sponsor reimbursement of eligible expenses incurred on a monthly basis. The Engineer will submit the completed form along with appropriate supporting documentation to the Sponsor for review and approval. Upon approval, the Engineer or the Sponsor will submit the completed forms and supporting documentation to the FAA for reimbursement. It is estimated there will be eight RFRs for expenses incurred during the construction and closeout phase of the project.

2.09 Coordinate and Attend Quality Assurance/Quality Control Workshop. Per FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*, the FAA requires a Quality Assurance (QA)/Quality Control (QC) workshop when paving operations are anticipated to be greater than $500,000. The Engineer will attend the workshop, which will be facilitated by the Contractor, to review project and FAA requirements prior to the commencement of construction. The location of the meeting will be coordinated by the Engineer and Contractor and will include representatives from the Sponsor, Engineer, FAA (if possible), Contractor, subcontractors, quality assurance, quality control, and any other necessary parties. It is anticipated that representatives of the Engineer will include the Project Manager and Construction Manager. It is anticipated that the meeting will be held via video conference call. Paving operations will not be permitted prior to this meeting's occurrence.

2.10 Perform Site Visits During Construction. The Project Manager shall make on-site visits, as required, throughout the duration of the project. At this time, it is estimated that the Project Manager will make up to two site visits to the project.

TASK 2 DELIVERABLES	TO FAA/STATE	TO SPONSOR
2.01 Notice of Award, Notice to Proceed, and Contract Agreement	✓	✓
2.01 Issue Construction Plans, Specifications, and Contract Documents	✓	✓
2.02 Monthly Invoice and Monthly PSR	✓	✓
2.02 Pay Request Review Documentation	✓	✓
2.02 Weekly/Monthly Reports	✓	✓
2.02 Change Orders/Supplemental Agreements	✓	✓
2.05 Pre-Construction Agenda and Meeting Minutes	✓	✓
2.06 Construction Management Plan	✓	✓
2.07 Review and Approval of SPCD and Final SPCD	✓	✓
2.08 Request for Reimbursement	✓	✓
2.09 QA/QC Workshop Meeting Minutes	✓	✓

TASK 2 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
2.05 Conduct Pre-Construction Meeting	• One (1) Project Manager and one (1) Construction Manager - Assume two (2) hours via video conference call
2.09 Attend QA/QC Workshop	• One (1) Project Manager and two (2) Construction Managers - Assume two (2) hours via video conference call

2.10 Perform Site Visits During Construction	Cal Black Memorial Airport, San Juan County, UT – One (1) Project Manager IV – Assume half day site visit (2 visits) with travel to/from St. George, UT, to Cal Black Memorial Airport, UT, with one (1) overnight stay per visit

3.0 *Post-Construction Coordination Phase*

3.01 Prepare Final Testing Report. The Engineer will submit the quality assurance testing summary report, which will include a narrative of tests taken, verification for minimum number of tests, discussion of problems and tests necessary, and a table (from Construction Management Plan) including the actual number of tests taken for each specification item to the FAA for review and approval.

3.02 Prepare Clean-up Item List. The Engineer will ensure the Contractor has removed all construction equipment and construction debris from the airport, that all access points have been re-secured (fences repaired, gates closed and locked, keys returned, etc.), and the site is clean.

3.03 Conduct Final Inspection. The Engineer, along with the Sponsor and FAA (if available), shall conduct the final inspection. The quality assurance testing summary report must be accepted by the FAA prior to final inspection.

3.04 Prepare Engineering Record Drawings. The Engineer will prepare the record drawings indicating modifications made during construction. The record drawings will be provided to the FAA electronically.

3.05 Prepare Final Construction Report. The Engineer will prepare the final construction report to meet the applicable FAA closeout checklist requirements.

3.06 Prepare DBE Uniform Report. The Engineer will prepare the Uniform Report of DBE Awards or Commitments and Payments (DBE Uniform Report) for the Sponsor to submit to the FAA.

3.07 Update and Modify Airport Layout Plan (ALP). The Engineer will review and update the ALP to reflect the work completed for this project. A draft version of each sheet will be submitted to the ADO for review. Upon approval by the FAA, the Engineer shall assist the Sponsor in preparing copies for signature of the revised sheets and submitting to the FAA for final approval.

3.08 Summarize Project Costs. The Engineer will be required to obtain all administrative expenses, engineering fees and costs, testing costs, and construction costs associated with the project and assemble a total project summary. The summary will be analyzed with the associated project funding.

TASK 3 DELIVERABLES	TO FAA/STATE	TO SPONSOR
3.01 Final Testing Report	✓	✓
3.02 Clean-up List	✓	✓
3.03 Punchlists	✓	✓
3.04 Record Drawings	✓	✓
3.05 Final Construction Report	✓	✓
3.06 DBE Uniform Report	✓	✓
3.07 Updated ALP	✓	✓
3.08 Project Cost Summary	✓	✓

TASK 3 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
3.03 Conduct Final Inspection	• Cal Black Memorial Airport, San Juan County, UT - One (1) Project Manager and one (1) Construction Manager Assume half day site visit (1 site visit) and travel to/from Woolpert office to Airport with one overnight stay for the Project Manager and Construction Manager

4.0 On-Site Construction Coordination Phase

This phase will consist of providing one lead Resident Project Representative (RPR) supported by one additional RPR during paving operations. It shall be the responsibility of the RPR to facilitate sufficient on-site construction coordination to ensure that the project is completed according to good construction practice and the Project Manager's direction. It is estimated that it will take 26 working days to complete construction of the project. Incidental travel costs, including vehicle usage, lodging, per diem, etc., are in addition to the engineering hours expended.

4.01 Provide Resident Engineering. It is estimated that the Resident Project Representatives (RPR) will work approximately 12 hours per day. One of the supporting RPRs will work during the paving operations for 5 working days. It is assumed that the RPRs will be able to complete all daily project documentation during the course of their shift. It is assumed that the Contractor will work five (5) days per week during the construction period resulting in 26 working days. Should the contractor be required to work six (6) or seven (7) days per week or longer than anticipated hours to maintain the project schedule, the RPR's efforts may increase from those estimated here.

Prior to the commencement of construction, there will be a Pre-Construction Mobilization Phase during which time the RPR(s) will be on-site to coordinate the Contractor's pre-construction survey, identify phase limits and traffic control/barricade locations, verify the adequacy of traffic control and airfield safety devices, and coordinate the setup of any required temporary facilities. The Pre-Construction Mobilization Phase is scheduled for two (2) working days prior to the beginning of the project or working day count, and, thus, are in addition to the number of working days outlined above

In addition to the time provided for on-site construction coordination during the project working day contract period, the RPRs' travel time, mobilization, and demobilization to and from the project location. It is assumed that this will consist of four (4) eight (8)-hour days, one prior to and one following the primary phase of construction and one prior to and one following the permanent paint.

The following tasks will be performed during the course of a typical day's shift during construction:

a. Review construction submittals, including shop drawings and materials proposed for use on the project, submitted by the Contractor, for general conformance with the project's Plans and Technical Specifications. The RPR will prepare and maintain a submittal register to log the submittals received. The submittal register will include information on the submitted items including date received, date returned, and action taken, and will be made available to the Sponsor and Contractor upon request.
b. Review survey data and other construction tasks for general compliance with the construction documents.
c. Coordinate, review, and provide a response to construction and general project Requests for Information (RFIs).
d. Prepare and process field directives and change orders.

e. Conduct labor standards interviews of the Contractor's and subcontractor's employees, and review weekly payroll records as required by the FAA. As part of this effort, all payrolls must be reviewed and logged when received. A log identifying current status of reviews, and any action taken to correct noted discrepancies, will be provided for Sponsor review at time of Request for Reimbursement processing, as appropriate.
f. Review quality control and quality assurance testing results for conformance with the project specifications.
g. Maintain record of the progress of construction, record as-built conditions, and review the quantity records with the Contractor on a periodic basis.
h. Prepare the periodic construction cost estimates and review the quantities with the Contractor. The RPR, Sponsor, and Contractor will resolve discrepancies or disagreements with the Contractor's records. After compiling all costs, the RPR will submit the periodic construction cost estimate to the Sponsor for payment.
i. Maintain daily logs of construction activities for the duration of time on site, including the Construction Project Daily Safety Inspection Checklist as required by the CSPP and SPCD.
j. Verify that construction activities associated with restricted areas, roads, staging areas, stockpiles, borrow/waste areas, etc. are all remaining within the areas cleared under environmental documentation.
k. Prepare a weekly status report using FAA Form 5370-1, *Construction Progress and Inspection Report*. The report will be submitted to the Sponsor, the FAA, and the office following the week of actual construction activities performed.
l. Review payments to subcontractors and ensure timely payment of retainage to subcontractors when payment to the Contractor is made as required by the DBE Program.
m. Coordinate and attend weekly construction progress meetings with the Contractor, Sponsor, and other relevant parties.

4.02 Provide Resident Engineering for Punchlist Work. It is anticipated that, following the substantial completion of the project within the allotted working day contract period, it will be necessary for the Contractor to return to the project site to address or correct any outstanding incomplete or unacceptable work items. It is estimated that up to two (2) 12-hour workdays, along with two (2) eight (8)-hour travel days will be required of one (1) Resident Project Representative (RPR) for this task.

TASK 4 DELIVERABLES	TO FAA	TO SPONSOR
4.01a Coordinate Submittal Reviews	✓	✓
4.01c Coordinate RFIs		✓
4.01d Field Directives and Change Orders	✓	✓
4.01e Payroll Reviews		✓
4.01f Quality Assurance/Quality Control Results Compilation	✓	✓
4.01h Periodic Cost Estimates		✓
4.01k Weekly Reports	✓	✓

TASK 4 ON-SITE PERIODS	LOCATION/STAFFING/DURATION
4.01 Provide Resident Engineering	• Cal Black Memorial Airport, San Juan County, UT One (1) Resident Project Representative Assume 30 nights of lodging for (1) RPR and two (2) travel days for a total of 32 nights of lodging and 5 nights of lodging for (1) RPR during paving operations and two (2) travel days for a total of 7 nights of lodging

4.02 Provide Resident Engineering for Punchlist Work	• Cal Black Memorial Airport, San Juan County, UT One (1) Resident Project Representative Assume 2 nights of lodging for (1) RPR and two (2) travel days for a total of 4 nights of lodging

EX Reimbursable Costs During Construction. This section includes reimbursable items such as auto rental, lodging, per diem, travel and other miscellaneous costs incurred in order to complete **Part B – Special Services**. Section 2 and 3 Reimbursables are invoiced on a lump sum basis, and Section 4 Reimbursables are invoiced on a cost-plus fixed fee basis.

Special Considerations

The following special considerations are required for this project but will be completed by subconsultants to the Engineer. The cost for this work will be included in the engineering contract agreement with the Sponsor and the costs are in addition to the engineering fees outlined above.

Quality Assurance Testing. Quality assurance testing will be performed by an independent testing firm under the direct supervision of the Engineer. All quality assurance test summaries must be accepted by the FAA prior to final inspection. Certified materials technicians will perform the necessary material quality assurance testing for the following items, as detailed in the project specifications:

- Item P-152 Excavation and Embankment
- Item P-208 Aggregate Base Course
- Item P-401 Plant Mix Bituminous Pavements
- Item 02741 Asphalt Mix, ½”, PG 64-34

Assumptions

The scope of services described previously, and the associated fees, are based on the following rates and assumed responsibilities of the Engineer and Sponsor.

1. For the purposes of estimating the amount of reimbursable expenses which will be incurred by the Engineer, the cost of per diem and lodging are calculated in accordance with current GSA rates. The actual amount to be invoiced for per diem will be in accordance with the published GSA rate at the time of service and may vary from the rate used in the fee estimate. Lodging will be invoiced as an actual expense incurred.

2. During periods of On-Site Construction Coordination covered under Task 4, a $5/day surcharge will be added to the daily vehicle charge which will be reflected in the Engineering Fee as a daily “Field Vehicle and Equipment” expense. This surcharge is intended to cover consumables (such as marking paint, lath, etc.) and the replacement of tools (such as measuring wheels, airfield radios, infrared thermometers, etc.) necessary to monitor and identify the various aspects of the work.

3. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The number of trips, as well as the anticipated lengths and details of the trips, are included at the end of each phase above.

4. The Sponsor will provide existing mapping data including as-builts available for the project areas, aerial orthoimagery, subsurface conditions information such as prior geotechnical investigations in the project area and other available information in the possession of the Sponsor.

5. The Sponsor will provide an electronic copy of the current ALP to allow for updating of the plan upon completion of the project.

6. The Sponsor will furnish escorts as needed for the Engineer to conduct field work.

7. The Sponsor will coordinate with tenants as required to facilitate field evaluations and construction.

8. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design,* and related circulars. Construction specifications will be in accordance with FAA AC 150/5370-10 (Current Edition)*, Standard Specifications for Construction of Airports,* and the Northwest Mountain Region's Regional Updates for Specifying Construction of Airports and related circulars. Project planning, design, and construction will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders required for use in AIP-funded projects and other national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.

9. The Engineer will utilize the following plan standards for the project:

   - Plans will be prepared using the Engineer's standards, unless the Sponsor provides its own standards upon Notice to Proceed.
   - Plan elevations will be vertical datum NAVD 88 derived from the existing control network.
   - Plan coordinates will be based on horizontal datum NAD 83/2011 State Plane Coordinates derived from the existing control network.
   - All plans will be stamped and signed by a state-licensed Professional Engineer, or Professional Land Surveyor, as required.
   - Plans prepared by subconsultants will be prepared using the same base maps, the same coordinate systems and the same plan layout and format as plans prepared by the Engineer.
   - The guidance included in FAA Memorandum, *FAA Review of Construction Plans and Specifications for AIP Funded Projects*, will be reviewed, incorporated and will supplement the Engineer's standards.

10. The Engineer will utilize the following assumptions when preparing the project manual for bidding and construction of the project:

   - The project manual Contract Documents will be developed jointly by the Sponsor and the Engineer.
   - The Engineer is responsible for developing the contents of the document and including the Front-End documents which will be supplied by the Sponsor.
   - FAA General Provisions and required contract language will be used.

11. Because the Engineer has no control over the cost of construction-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Engineer does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.

Additional Services

The following items are not included under this agreement but will be considered as extra work:

- Submittals or deliverables in addition to those listed herein.
- If a project audit occurs, the Engineer is prepared to assist the Sponsor in gathering and preparing the required materials for the audit.
- Serving as an expert witness for the Owner in any litigation, surety claim, contractor bond activation, or other proceeding involving the project.
- Additional or extended services during construction made necessary by extension of contract time, non-concurrent work, or changes in the work.
- Legal, surety, or insurance support, coordination, and representation.

Extra Work will be as directed by the Sponsor in writing for an additional fee as agreed upon by the Sponsor and the Engineer.

AIRPORT: **Cal Black Memorial Airport**
AIP/PROJ. NO.: 3-49-0055-025-2025
PROJECT NAME: Rehabilitate Taxiway A - Phase II Construction
DATE: March 5, 2025

Exhibit B

WOOLPE

Item 8.

FEE BREAKDOWN

Labor Category	Total Hours		Billing Rate		Total Cost
1.0 Bidding Phase (Lump Sum)					
Practice Operations Leader	1 hrs.	x	$ 330.00 /hr	= $	330.00
Practice Ldr I	8 hrs.	x	$ 325.00 /hr	= $	2,600.00
Engineer Project Mgr IV	44 hrs.	x	$ 305.00 /hr	= $	13,420.00
Consultant I	6 hrs.	x	$ 295.00 /hr	= $	1,770.00
Engineer Project Mgr II	30 hrs.	x	$ 210.00 /hr	= $	6,300.00
Engineering Techn III	10 hrs.	x	$ 170.00 /hr	= $	1,700.00
Engineering Techn II	17 hrs.	x	$ 150.00 /hr	= $	2,550.00
Project Coordinator II	0 hrs.	x	$ 150.00 /hr	=	
	0 hrs.	x			
	0 hrs.	x			
	0 hrs.	x			
SUBTOTAL	**116** hrs.		**SUBTOTAL**	**$**	**28,670.00**
Reimbursables					
Auto Rental	2 Day	x	$ 130.00 /Day=	$	260.00
Lodging + Tax & Fees	2 Day	x	$ 115.00 /Day=	$	230.00
Per Diem	4 Day	x	$ 59.00 /Day=	$	236.00
Travel & Airline Costs	Trip	x	$ 500.00 /Trip=		
			SUBTOTAL	**$**	**726.00**
PHASE SUBTOTAL				**$**	**29,396.00**

LABOR HOUR BREAKDOWN

TASK		Practice Operations Leader	Practice Ldr I	Engineer Project Mgr IV	Consultant I	Engineer Project Mgr II	Engineering Techn III	Engineering Techn II	Project Coordinator II	Phase Item Costs
1.0	**Bidding Phase (Lump Sum)**	Jason Virzi	Kirk Nielsen	Kirt McDaniel	Bradley Davis	Rhonda Forde	Lynn Bateman	Sherilyn Bennion	Katrina Akau	
1.01	Coordinate and Attend Meetings with the Sponsor		4	6	4	2				$ 4,730.00
1.02	Prepare Project Scope of Work and Contract	1	1	2				1		$ 1,415.00
1.03	Repackage Design Project AIP-022 to AIP-025		1	4		2	8	4		$ 3,925.00
1.04	Provide Bid Assistance			2		1	2	2		$ 1,460.00
1.05	Prepare/Conduct Pre-Bid Meeting			20		18				$ 9,880.00
1.06	Prepare Addenda			2		4		2		$ 1,750.00
1.07	Consult with Prospective Bidders			2		2				$ 1,030.00
1.08	Attend Bid Opening			1		1				$ 515.00
1.09	Review Bid Proposals			2				4		$ 1,210.00
1.10	Prepare Recommendation of Award			1				2		$ 605.00
1.11	Prepare Federal Grant Application			2	2			2		$ 1,500.00
1.12	Manage BlackCat Files		2							$ 650.00
	TOTALS	**1**	**8**	**44**	**6**	**30**	**10**	**17**	**0**	$ 28,670.00
	PERCENTAGES	1%	7%	38%	5%	26%	9%	15%	0%	

Labor Category	Total Hours		Billing Rate		Total Cost
2.0 Construction Administration Phase (Lump Sum)					
Engineer Project Mgr IV	70 hrs.	x	$ 305.00 /hr	= $	21,350.00
Engineer Project Mgr II	8 hrs.	x	$ 210.00 /hr	= $	1,680.00
Construction Manager III	32 hrs.	x	$ 220.00 /hr	= $	7,040.00
Engineering Techn III	8 hrs.	x	$ 170.00 /hr	= $	1,360.00
Engineering Techn II	24 hrs.	x	$ 150.00 /hr	= $	3,600.00
Project Coordinator II	8 hrs.	x	$ 150.00 /hr	= $	1,200.00
	0 hrs.	x			
	0 hrs.	x			
	0 hrs.	x			
	0 hrs.	x			
SUBTOTAL	**150** hrs.		**SUBTOTAL**	**$**	**36,230.00**
Reimbursables					
Auto Rental	4 Day	x	$ 130.00 /Day=	$	520.00
Lodging + Tax & Fees	2 Day	x	$ 115.00 /Day=	$	230.00
Per Diem	4 Day	x	$ 59.00 /Day=	$	236.00
Travel & Airline Costs	Trip	x	$ 500.00 /Trip=		
			SUBTOTAL	**$**	**986.00**
PHASE SUBTOTAL				**$**	**37,216.00**

TASK		Engineer Project Mgr IV	Engineer Project Mgr II	Construction Manager III	Engineering Techn III	Engineering Techn II	Project Coordinator II			Phase Item Costs
2.0	**Construction Administration Phase (Lump Sum)**	Kirt McDaniel	Rhonda Forde	Robert Hall	Lynn Bateman	Sherilyn Bennion	Katrina Akau			
2.01	Prepare Construction Contract and Documents	1	2	2	4	2	2			$ 2,445.00
2.02	Provide Project Coordination	24	4	4	4	4	4			$ 10,920.00
2.03	Review Environmental Documentation	2		2						$ 1,050.00
2.04	Coordinate Quality Assurance Testing	2		4						$ 1,490.00
2.05	Prepare/Conduct Pre-Construction Meeting	2		4						$ 1,490.00
2.06	Prepare/Submit Construction Management Plan	2	2	12		2				$ 3,970.00
2.07	Review Contractor's Safety Plan Compliance Document	1		2						$ 745.00
2.08	Prepare Requests for Reimbursement	2				16	2			$ 3,310.00
2.09	Coordinate and Attend Quality Assurance/Quality Control Workshop	2		2						$ 1,050.00
2.10	Perform Site Visits During Construction	32								$ 9,760.00
	TOTALS	**70**	**8**	**32**	**8**	**24**	**8**	**0**	**0**	$ 36,230.00
	PERCENTAGES	47%	5%	21%	5%	16%	5%	0%	0%	

Labor Category	Total Hours		Billing Rate		Total Cost
3.0 Post Construction Coordination Phase (Lump Sum)					
Engineer Project Mgr IV	26 hrs.	x	$ 305.00 /hr	= $	7,930.00
Construction Manager III	54 hrs.	x	$ 220.00 /hr	= $	11,880.00
Engineering Techn III	16 hrs.	x	$ 170.00 /hr	= $	2,720.00
Engineering Techn II	14 hrs.	x	$ 150.00 /hr	= $	2,100.00
Planner I	8 hrs.	x	$ 185.00 /hr	= $	1,480.00
	0 hrs.	x			
	0 hrs.	x			
	0 hrs.	x			
SUBTOTAL	**118** hrs.		**SUBTOTAL**	**$**	**26,110.00**
Reimbursables					
Auto Rental	2 Day	x	$ 130.00 /Day=	$	260.00
Lodging + Tax & Fees	2 Day	x	$ 115.00 /Day=	$	230.00
Per Diem	4 Day	x	$ 59.00 /Day=	$	236.00
Travel & Airline Costs	Trip	x	$ 500.00 /Trip=		
			SUBTOTAL	**$**	**726.00**
PHASE SUBTOTAL				**$**	**26,836.00**

TASK		Engineer Project Mgr IV	Construction Manager III	Engineering Techn III	Engineering Techn II	Planner I				Phase Item Costs
3.0	**Post Construction Coordination Phase (Lump Sum)**	Kirt McDaniel	Robert Hall	Lynn Bateman	Sherilyn Bennion	Planner I				
3.01	Prepare Final Testing Report		4							$ 880.00
3.02	Prepare Clean-up Item List		4							$ 880.00
3.03	Conduct Final Inspection	16	16							$ 8,400.00
3.04	Prepare Engineering Record Drawings	2	4	16						$ 4,210.00
3.05	Prepare Final Construction Report	4	20		8					$ 6,820.00
3.06	Prepare DBE Uniform Report		4		2					$ 1,180.00
3.07	Update and Modify Airport Layout Plan (ALP)	2				8				$ 2,090.00
3.08	Summarize Project Costs	2	2		4					$ 1,650.00
	TOTALS	**26**	**54**	**16**	**14**	**8**	**0**	**0**	**0**	$ 26,110.00
	PERCENTAGES	22%	46%	14%	12%	7%	0%	0%	0%	

Item 8.

Labor Category	Total Hours		Billing Rate			Total Cost
4.0 On-Site Construction Coordination Phase (Cost Plus Fixed Fee)						
Construction Manager III	396 hrs.	x	$ 65.00 /hr	=	$	25,740.00
Construction Manager II	72 hrs.	x	$ 55.00 /hr	=	$	3,960.00
	0 hrs.	x				
	0 hrs.	x				
	0 hrs.	x				
	0 hrs.	x				
	0 hrs.	x				
SUBTOTAL	**468** hrs.		**SUBTOTAL**		**$**	**29,700.00**
Direct Labor Cost				=	$	29,700.00
Overhead (% of Direct Labor Cost)			207.46%	=	$	61,600.00
Total Labor Cost				=	$	91,300.00
Fixed Fee				=	$	18,500.00
			SUBTOTAL PHASE LABOR	=	**$**	**109,800.00**
Reimbursables						
Auto Rental	43 Day	x	$ 135.00 /Day=		$	5,805.00
Lodging + Tax & Fees	43 Day	x	$ 115.00 /Day=		$	4,945.00
Per Diem	43 Day	x	$ 59.00 /Day=		$	2,537.00
Travel & Airline Costs	Trip	x	$ 500.00 /Trip=			
			SUBTOTAL		**$**	**13,287.00**
PHASE SUBTOTAL					**$**	**123,087.00**

TASK		LABOR CATEGORY								
		Construction Manager III	**Construction Manager II**							
4.0	**On-Site Construction Coordination Phase (Cost Plus Fixed Fee)**	Robert Hall	Construction Manager II							
	Estimated Calendar Days from Scope of Work	36	7							
	Estimated Working Days/Week from Scope of Work	5	5							
	Total Days Scoped for Resident Engineering	26	5							[redacted]
	Estimated Hours/Day from Scope of Work	12	12							
4.01	Provide Resident Engineering	312	60							$ 23,580.00
	Travel Time, Mobilization, and Demobilization	56	12							$ 4,300.00
4.02	Provide Resident Engineering for Punchlist Work	28								$ 1,820.00
	TOTALS	**396**	**72**	**0**	**0**	**0**	**0**	**0**	**0**	$ 29,700.00
	PERCENTAGES	85%	15%	0%	0%	0%	0%	0%	0%	

	CONTRACT HOURS		PHASE FEE	REIMBURSABLE COSTS	TOTAL COST
PART A - BASIC SERVICES (LUMP SUM)					
1.0 Bidding Phase (Lump Sum)	116		$ 28,670.00	$ 726.00	$ 29,396.00
	116	**SUBTOTAL**	**$ 28,670.00**	**$ 726.00**	**$ 29,396.00**
PART B - SPECIAL SERVICES (LUMP SUM)					
2.0 Construction Administration Phase (Lump Sum)	150		$ 36,230.00	$ 986.00	$ 37,216.00
3.0 Post Construction Coordination Phase (Lump Sum)	118		$ 26,110.00	$ 726.00	$ 26,836.00
	268	**SUBTOTAL**	**$ 62,340.00**	**$ 1,712.00**	**$ 64,052.00**

	CONTRACT HOURS		PHASE FEE	FIXED FEE	REIMBURSABLE COSTS	TOTAL COST
PART B - SPECIAL SERVICES (COST PLUS FIXED FEE)						
4.0 On-Site Construction Coordination Phase (Cost Plus Fixed Fee)	468		$ 91,300.00	$ 18,500.00	$ 13,287.00	$ 123,087.00
	468	**SUBTOTAL**	**$ 91,300.00**	**$ 18,500.00**	**$ 13,287.00**	**$ 123,087.00**
SUBCONSULTANT 1 - QA TESTING						
Landmark Testing & Engineering						$ 54,000.00
					TOTAL SUBCONSULTANT COST	**$ 54,000.00**
TOTAL	**852.0**		**$ 182,310.00**	**$ 18,500.00**	**$ 15,725.00**	**$ 270,535.00**

*For the purposes of estimating the cost of mileage, per diem, and lodging are calculated in accordance with applicable IRS and GSA guidelines. At the time of invoicing mileage will be invoiced in accordance with published IRS rates at the time of service and per diem will be invoiced in accordance with published GSA rates at the time of service. Lodging will be invoiced as actual expense incurred except in the cases where specific client requirements exist that limit lodging to GSA standards.

SAN JUAN COUNTY
ORDINANCE #2024 - 04B

AN ORDINANCE AMENDING ORDINANCE 2024-04A ESTABLISHING THE SAN JUAN COUNTY CONSOLIDATED FEE SCHEDULE IN ACCORDANCE WITH UTAH CODE §17-53-211

An ordinance of San Juan County adopting as a Standard for fees that will be charged by departments for services that are provided to citizens and non-citizens following the provisions for the collection of fees. This ordinance does not repeal, abrogate, annul, or in any way impair or interfere with existing provisions or other State laws except as expressly stated herein and to modify the fees reflected below. The fees listed in this ordinance supersede present fees for services specified, but all fees not listed remain in effect. Where this ordinance imposes a higher fee than is imposed or required by existing provisions, resolution, ordinance, or law, the provisions of this ordinance shall control.

The Board of San Juan County Commissioners ordains as follows:

1. Fees by Statute, by Policy and by Schedule.

A. In any case, where the process or authority for adopting fees or specific fees are set in statute, these fees shall be adopted or imposed by the affected county office, department, board, or entity in accordance with the governing statute.
B. In the case of fees regarding records, records duplication and related subjects, fees shall be imposed as provided in countywide records policies, adopted in accordance with §32.037 of the San Juan County Code.
C. In the case of fees not set in statute and not covered by records policies, fees shall be imposed as provided by law or this ordinance.

2. Adopting and Amending Fee Schedules.

A. San Juan County fee schedules shall be adopted according to the following process:
1. Unless otherwise authorized by statute for adoption by a separate body or entity, non-statutory fees to be charged by a county office, department or agency shall be proposed by the office or agency each year as part of the annual budget processes or at such other time(s) as the Board of County Commissioners shall provide for by ordinance.
2. Fees shall be separately listed for each office, department or agency and shall be compiled and separately set forth by the County Chief Administrative Officer in the tentative budget.
3. Upon review and approval of fees by the County Board of Commissioners, the fee schedule shall be placed on file with the County Clerk/Auditor.
4. Each office, department and agency shall post its approved fee schedule and shall additionally post a listing of statutory fees it is authorized by law to charge and collect.
5. New fees may be adopted and existing fees may be amended or repealed at any time by ordinance.
6. Fees adopted or amended pursuant to this subsection shall become effective on the

date specified in the ordinance.

3. Commission, Department Heads and Elected Officials Powers- Fees.

A. The County Chief Administrative Officer shall review and approve a schedule of all fees imposed by divisions within the office, departments, or agency prior to submission to the County Board of Commissioners during the budget approval process.
B. The County Chief Administrative Officer may recommend that the Commission waive or adjust fees in accordance with the following standards and procedures:
   1. A fee imposed by an executive branch office, department, agency or division may be waived or adjusted by the recommendation of the County Chief Administrative Officer and approval of the Commission unless that fee is specifically established by state statute or regulation. Fees established by ordinance may be waived by the commission and fees established by state law may only be waived in accordance with state law.
      a. Department Heads and Elected Officials may waive or adjust fees in accordance with Section 20.
      b. The Planning Administrator may waive or adjust fees in accordance with Section 20.
   2. Waiver shall be upon good cause shown to contribute to the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of County residents. Any waiver shall be in writing submitted to the Chief Administrative Officer.

4. Fees for Recorder, Sheriff and Surveyors

A. The Recorder, Sheriff and Surveyors shall adopt, amend, publish and post fees according to State statute. Fees adopted by the Recorder, Sheriff and Surveyors and fees authorized for adoption shall be included in the tentative budget and posted in accordance with Section 3 within.

5. Common Fees for all County Offices

A. The following fees and charges are approved and shall be assessed by all County offices unless otherwise specifically noted with their respective sections:

Services	Fees
Postage	Actual cost to County
Other costs allowed by law	Actual cost to County
Dishonored/Returned Check	$25.00
Copies/Print- Black and White	
Paper Size: 8 ½ x 11	$0.10/single-sided page
Paper Size: 8 ½ x 11	$0.15/double-sided page
Paper Size: 8 ½ x 14	$0.15/printed page
Paper Size: 11 x 17	$0.20/printed page
Copies/Print- Color	
Paper Size: 8 ½ x 11	$1.00/printed page
Paper Size: 8 ½ x 14	$1.50/printed page
Paper Size: 11 x 17	$2.00/printed page

Fax	
Send	$1.50 first page/$0.50 each additional
Receive	$0.25

6. Fees of the Assessor's Office

A. The following fees and charges are approved and shall be assessed and collected by the Assessor's Office: none, except as authorized in Section 5.

7. Fees of the Attorney's Office

A. The following fees and charges are approved and shall be assessed and collected by the Attorney's Office: none, except as authorized in Section 5 and Section 8.

8. Fees of the Planning & Zoning Department

A. The following fees and charges are approved and shall be assessed and collected by the Planning & Zoning Department for review of development applications:

Building Permits Fees:	
Plan Review	Plan Review & Building Permit
Building Permit	1.75x to square footage. (ex 2,000 sq.ft. = $3,500)
Inspections	$65/inspection + State milage rate
Appeal for Time Extension	$150.00
Business Sign Permit	$150.00
Work Done without Permit	2x permit Price +150/week if continued beyond 30 day notice
Outside Consultant	Actual costs for consulting or inspections

Planning Fees	
Preliminary Subdivision Plat Review	Subdivision Plan Prelim and Final $500 (Minor <4) $2,0000 +50 per lot
Final Subdivision Plat Review	5+ lots $500 + $10/additional lot
Planned Unit Development	$2,000 + $50/Residential lot +$100/Commercial
Subdivision Changes (amendments, vacating, lot line adjustments, etc.)	$500
Right of Way / Alley Vacating	$750
Conditional Use Permit - Small Project	$500
(less than $25,000)	
Conditional Use Permit - Medium Project ($25,000-$250,000)	$1,000
Conditional Use Permit - Large Project	$2,000
(more than $250,000)	

Planning Commission Review (Variance, Zone Change, Overnight Accommodation, Overlay, etc.)	$500
Appeal of Land-Use Decision or Code Violation	500 + additional sums charged by the Administrative Law Judge
Short-Term Rental Inspection	$150 + State milage rate
Overnight Accommodations Permit	$500
Sign Permit	$75
Temporary Use Permit	$150
Engineering Review (extraordinary engineering review if applicable	Actual Cost
Legal Review – Charged in the event application documents need substantive legal revision and review by the County Attorney's office.	$500

9. Fees of the Clerk/Auditor's Office.

A. The following fees and charges are approved and shall be assessed and collected by the Clerk/Auditor's Office:

Marriage License	$50
Marriage License Copy (certified)	$10
Marriage License Copy (non certified)	$2.00 copy sent by email
Initial Off-Premise/Retail Beer (Class A) Application	$250.00
Bar Establishment (Class B) Application	$400.00
On-Premise Beer (Class C) Application	$400.00
Restaurant Beer Only (Class D) Application	$250.00
Restaurant Limited (Class D) Application	$250.00
Restaurant - Full (Class D) Application	$250.00
Off-Premise/Retail Beer (Class A) Renewal Application	$250.00
Bar Establishment (Class B) Renewal Application	$400.00
On-Premise Beer (Class C) Renewal Application	$400.00
Restaurant Beer Only Class D) Renewal Application	$250.00
Restaurant Limited (Class D) Renewal Application	$250.00
Restaurant - Full (Class D) Renewal Application	$250.00

10. Fees of the Economic Development/Visitor Services Department

A. The following fees and charges are approved and shall be assessed and collected by the Economic Development/Visitor Services Department:

Co-Working Space Fees in the Monticello Library Basement	
Monthly Dedicated Pass 24/7 access unlimited access	$150.00
Monthly Flex 24/7 access unlimited access	$100.00
Punch Pass for up to 8 workspaces 24/7 access	$4.00
Drop in 9 am to 7 pm	$5.00
Community member	$0.00
Business License Fees	
Business License Fee	$50.00
Home Based Business License Fee	$15.00
Renewal Late Fee	$100.00
Renewal Late Fee #2	$250.00
Violation of Ordinance	$1,000.00

11. Fees of the Emergency Medical Services

A. The following fees and charges are approved and shall be assessed and collected by the Emergency Medical Services The following fees and charges are required by Utah Code Annotated § **53-2d-503** and Administrative Rule **R911-8-4 &R911-8-5**. If there is a conflict between the fees contained herein and the Utah Code Annotated (UCA), the UCA shall govern. d

Dedicated Ambulance Fees for Events 2 hours minimum.	
ALS Ambulance with Advanced EMTs	$200.00
BLS Ambulance with two EMT's	$70.00
Quick Response Vehicle or UTV	$70.00
Single Paramedic	$60.00
Single Advanced EMT	$60.00
Single Basic EMT	$40.00
Supervisor (IC)	$100.00
EMS Basic Rates for Response and Transportation	
Included specifics are outlined in the EMS Standby Services Agreement.	
CPR class BLS	$50.00
Heartsaver CPR&AED class	$50.00
ACLS / PALS	$100.00
San Juan County EMS Standby services contract must be utilized. Fees may be waived or reduced for non profit and government entities	

12. Fees of the Public Library

A. The following fees and charges are approved and shall be assessed and collected by the Public Library:

B. The following exceptions are approved as follows:

1. Library Intra-library Loan Postage fee may be waived when an active grant covers cost.
2. Library lost or damaged item fees may be waived by Library Director or designee.
3. Community Room fee may be waived for public service events approved by Library Director or designee.
4. Deposit will be refunded if room is left in the same condition or better than it was found before setting up.

Intra-library Loan Postage (1)	$2.00
Replacement Library Card	$1.00
Lost or Damaged Library Materials (2)	Replacement Cost
Copies/Printouts:	
Black and White per side	$0.20
Color per-side	$0.50
Fax per page to send or receive (3)	$0.50
Scanner	Free
Prints on Photo paper (provided by patron) per page	$1.00
Disk Cleaner per disk per session	$1.00
Laminating per half sheet	$0.50
Laminating per full sheet	$1.00
Community Room Rental per hour (4a)	$15.00
(4b) Community room with food or beverage refundable deposit	$30.00
Hot Spot Fees:	
Lost or damaged case, charger, or cord	$16.00
Damaged or Lost Battery up to	$25.00
Damaged or Lost Hot Spot up to	$109.00
Hot Spot Overdue fees:	
1-7 days overdue	$10.00
8-14 days overdue	$20.00
15+ days overdue	$25.00

13. Fees for Non-Departmental Services

A. The following fees and charges are approved and shall be assessed and collected by the non-associated Departments:

Fair Building Deposit (Refundable)	$200.00
Fair Building (Per Day)	$50.00
Arena (Per Day)	$50.00
Stage Deposit (Refundable)	$300.00
Stage - First Day	$300.00
Stage - Each Additional Day	$100.00
Stage - Mileage	$0.70
Fairgrounds (Deposit)	$200.00
Fairgrounds (Per Day)	$200.00
Fairgrounds Arena Prep	$150.00
Fairgrounds Stable Use Cleanup Charge	$50.00

14. Fees of the Landfill Department

A. The following fees and charges are approved and shall be assessed and collected by the Landfill Department:

Minimum Charge per Drop Off	$10.00
Punch Pass - Good for 4 separate dumps of 4 bags or less each dump-Residential	$10.00
Pickup/Car Load (Residential)	$10.00
Single Axle Trailer Only (Residential)	$10.00
Double Axle Trailer Only (Residential)	$15.00
Pickup + Single Axle Trailer (Residential)	$20.00
Pickup + Double Axle Trailer (Residential)	$25.00
Commercial/Construction (Landfill Only)	$46.00
Non-Hazardous Contaminated Soil (Landfill Only)	$30.00
Electronics, Large (Over 24")	$10.00
Electronics, Small (Under 24") - No Cell Phones	$5.00
Mattresses - All Sizes, each	$15.00
Box Springs - All Sizes, each	$15.00
Non-Friable Asbestos, per ton (Minimum 1 ton)	$100.00
Non-Infectious Bio-Hazard (Red Bag), per ton (Min 1 ton)	$100.00
Tires, Passenger Vehicle (Off Rim)	$5.00
Tires, Passenger Vehicle (On Rim)	$10.00
Tires, Semi Truck (Off Rim)	$15.00
Tires, Semi Truck (On Rim)	$30.00

Tires, Equipment Sized (Larger than Semi Tires, Off Rim)	$60.00
Tires, Equipment Sized (Larger than Semi Tires, On Rim)	$120.00
Refrigerators, Freezer, A/C Units (Contains Freon)	$40.00
White Goods (Washer/Dryer/Water Heater/Stove/Etc.)	$10.00
Dead Animals (Small)	$7.00
Dead Animals (Large)	$10.00
Used Oil (Residential Only) - No Charge	$0
Untarped or Unsecured Load Fee, state mandated	$10.00 minimum or double the charged tipping fee, whichever is greater.
Interest on Late Payments (billed monthly @ 1.5%)	1.50%

15. Fees of the Public Health Department

A. The following fees and charges are approved and shall be assessed and collected by the Public Health Department:

Waste Water	
Records Review	$25.00
Site And Soil Evaluation Review	$300.00 + $1.12/mile (one way)
Basic Septic System Application, Site/Soil Evaluation, Plan Review & Final Inspection	$400
Graywater System Permit (Does Not Include Design)	$85
Recertification Of Old Septic System	$78
Alternative Waste Water System	$524
Renewable Waste Water Operating Permit Inspection Report Review 1 Hr Minimum	$78/hr
Certification Of Illegal Installation	$524.00
New Subdivision Fee	$87
Liquid Waste Hauler Permit	$78/hr
Septic Tank Abandonment Permit	$25
Septic Tank Locate	$78/hr
On-Site Consultation/Inspection	$78/hr
Facilities	
School Inspection	$85
Contamination Cleanup Permit (Meth, Asbestos, Biohazard Etc.)	$320
Onsite Inspection / Hr(Restaurant, Pool, Housing Etc.)	$78/hr

Group Home	$78/hr
Day Care	
New Daycare Inspection	$0
Food Service	
Tier/Risk 1 Food Establishment Permit Fee (See Risk Level Tab)	$109
Tier/Risk 2	$131
Tier/Risk 3	$164
Tier/Risk 4	$219
Tier/Risk 2 Food Establishment and Microenterprise Permit Fee	
Seating 0-10	
Seating 11-75	
Seating 76-150	
Seating 151 Or More	
Schools	$126
Review Restaurant Plans (Two Hour Minimum)	$382
Seasonal Food Establishment Fee (6 Months or Less)	$55
Grade Not Posted	
Permit Reinstatement After Revocation/Suspension (2 Hr Minimum)	$436
Temporary Food Service	
Prior Plan Review (Current Year)	$0
Standard Plan Review	$16
Late Plan Review (Submitted <2 Days Prior To Event)	$33
Site Review (Permitted On-Site)	$41
Single Event – Tier/Risk 1 - (Less Than 5 Potentially Hazardous Foods)	$27
Single Event – Tier/Risk 2 (More Than 5 Potentially Hazardous Foods)	$32
Annual – Tier/Risk 1 (Less Than 5 Potentially Hazardous Foods)	$86
Annual – Tier/Risk 2 (More Than 5 Potentially Hazardous Foods)	$115
Food Handler	
Food Handler's Permit	$20
Replacement Food Hander's Card	$5
Mobile Food Service	
Food Truck Tier 1 Primary Permit - Low Risk	$133
Food Truck Tier 2 Primary Permit - High Risk	$400

Pool	
Pool/Spa Annual	$133
Pool Monthly Inspections Per Water Sample	$53
Pool And Spa Operators Course (First Time)	$174
Pool And Spa Operator Registration (One Time Fee If Course Not Taken At Department)	$12
Review Of New Pool Plans (2 Hr Minimum)	$130 + $78/hr
Permit Reinstatement After Revocation/Suspension	$436
Body Art And Tanning	
Body Art	$109
Body Artist Registration	$33
Tanning Salon Permit Fee	$109
Man Camps	
Temporary Labor Community Permit - Wastewater - Includes Food Permit	$524
Waste Tires	
Waste Tire Storage Facility Permit 0-200 Tons/Day (Currently Does Not Exist)	$240
Waste Tire Storage Facility Mit 201-700 Tons/Day	$320
Waste Tire Storage Facility Permit 701+ Tons/Day	$400
Solid Waste Management Facility Follow-Up Inspection	$80
Other	
Special Event Review	$87
Mass Gathering	$605.00
Late Fee (If Not Paid By Feb. 1)	$20
Late Fee (If Not Paid By Mar. 1)	$42
Reinstatement Fee (If Not Paid By Apr. 1)	$0.00
Multiple Inspection Penalty	$78/hr
Plan Review - 2 Hr Minimum	$130 + $78/hr
Construction/Application Inspection/Consultation 1 Hr Minimum	$78/hr
Business License Inspection	$78/hr
Mileage Radius Over 15 Miles	$0.655/mile
Permit Reinstatement After Revocation/Suspension	$436
Closed To Occupancy Reopening Fee Per Unit	$436
Invoice Late Fee After 30 Days	$25.00

16. Fees of the Recorder's Office

A. The following fees and charges are required by Utah Code Annotated § 17-21-18.5. If there is a conflict between the fees contained herein and the Utah Code Annotated (UCA), the UCA shall govern:

Basic Recording	$40.00
Recording each additional legal description	$2.00
Plat of Subdivision or Condo, etc per sheet	$50.00
each additional lot	$2.00
Retrieval Fee	$3.00
Per page email	$1.00
Certified Copy	$5.00
Plus per page certified copy	$1.00
Copies/Electronic or Printout per page (on site)	$0.50
Irregular and/or Large Copies each	$6.00
18" x 18" Ownership plats	$5.00
18" x 24"	$8.00
24" x 36"	$10.00
36" x 36"	$12.00
36" x 48" or larger	$15.00
36" x 48" color	$30.00
36" x 56" color	$50.00
With Aerial photos (add per sq ft)	$5.00

17. Fees of the Road Department

A. The following fees and charges are approved and shall be assessed and collected by the Road Department:
B. The Road Superintendent may waive fees based on circumstance or practical reasons.

Right of way Encroachment permit including driveways and access roads. Pavement	$200
Right of way Encroachment permit including driveways and access roads. Gravel	$50
Street Vacation Request	$300
Creating street signs	$50
Installation of signs	$250
Non paved excavation	$100
Cuts in paved surfaces (That can not be bored)	$200
Road bores across a paved road	$50
Unauthorized excavation in county Right of Way	$1,000
Unauthorized encroachment on county road (plus encroachment permit fee)	$50

18. Fees for the Sheriff's Office

A. The following fees and charges are required by UCA § 17-22-2.5. If there is a conflict between the fees contained herein and the UCA, the UCA shall govern. Other fees associated are County fees for services:

Serving notices, rules, order subpoena, garnishments, summons, or summons and complaint, garnishee execution, or other process by which an action or proceeding is commenced on each defendant (UCA § 17-22- 2.5 (2) (a))	$20.00 (UCA § 17-22-2.5 (2) (a)) Plus, traveling fee1of $2.50 for each mile necessarily traveled, in going only, computed from the courthouse for each person served, to a maximum of 100 miles (UCA § 17-22-2.5 (4) (a) (i))
Serving an attachment on property, or levying an execution, or executing an order of arrest for an order for the delivery of personal property (UCA § 17-22-2.5 (2) (d))	$20.00 (UCA § 17-22-2.5 (2) (d)) Plus, traveling fees1only collected for the actual distance traveled beyond the distance required to serve the summons if the attachment of those orders accompany the summons in the action and may be executed at the time of the service of the summons (UCA § 17-22-2.5 (5))
Obtaining a saliva DNA specimen under section 53-10-404 (UCA § 17-22-2.5 (6))	$150.00
Accident Reports	$7.50
Per page for reports	$1.00
Posting	$5.00 per posting
Commercial, Security, etc	$100.00 per hour/4-hour minimum
Vehicle use for commercials, movies, security	$35.00 per hour plus $1.25 per mile
Bailiff/Security fee	$21.00
Photo Evidence	$1.50 per picture
In-car Video Reproduction	$40.00 depending on time to transfer video footage
Audio/Research	$25.00 plus $25.00 per hour for reproductions that require extensive labor
Jail Fees:	
Charge to State per inmate	$67.73
Housing for non-law enforcement transportation agencies	$75.00 Cost to House Inmate
Housing for out of County commitments	$45.00

19. Fees for the Surveyor's Office.

A. The following fees and charges are required by UCA § 17-21-18.5m(5, 6). If there is a conflict between the fees contained herein and the UCA, the UCA shall govern. Other fees associated are County fees for services:

Record of Survey (Hard Copy Filing)	$20.00
Record of Survey (Electronic Filing)	$40.00
Final Local Entity Plat (Hard Copy Filing)	$40.00
Final Local Entity Plat (Electronic Copy Filing)	$80.00
Subdivision Plat (Review)	$20.00

20. Fee Waivers.

A. By Elected Officials, County Chief Administrative Officer and Department Heads. Elected officials, County Chief Administrative Officer and department heads may waive fees required herein up to $250 for services provided to other governmental entities.

B. By Planning & Zoning Administrator. The Planning & Zoning Administrator may waive or defer all or part of the Fees of the Planning & Zoning Department set forth in Section 8 above up to $5,000 for development activity attributable to Low-Income Housing, as defined in the San Juan County Land Use Code, that ensures, via deed restriction, affordability pursuant to a stated maximum resale formula for primary residents who are actively employed or disabled, or a reasonable combination thereof, as defined by Section 4.7 and the Utah Fair Housing Act.

C. By County Board of County Commissioners. The Board of County Commissioners may waive or defer all or part of any of the Fees set forth herein for i) governmental entities or ii) development activity attributable to Low-Income Housing, as defined in the San Juan County Land Use Code, that ensures, via deed restriction, affordability pursuant to a stated maximum resale formula for primary residents who are actively employed or disabled, or a reasonable combination thereof, as defined by Section 4.7 and the Utah Fair Housing Act, upon a finding of public benefit.

21. Return of Fees.

A. Return of Fees. If service is not rendered, the Elected Official, County Chief Administrative Officer, or Department Head may recommend to the Clerk/Auditor in writing and approved by the Chief Administrative Officer that the fees paid by an individual or entity be returned. Aggrieved individuals may appeal to the County's Administrative Law Judge for reconsideration if fees are not waived and by paying the appropriate appeal fee.

22. Additional Fees.

A. Additional Fees. If services require more resources than anticipated in the original application fee, either by county staff, services rendered by a professional, or other third-party services, the customer shall be responsible to reimburse San Juan County for these charges plus 10% of the charges to cover administrative costs, which shall include extraordinary attorneys' fees. Such fees and charges shall accrue to, and are payable by, the entity which receives service executes an application, enters into a development agreement, or requests the service.

B. **Billing Statements.** The County shall bill customers for excess reimbursable fees accruing under this section and all other charges on a regular basis within forty-five (45) days of services. The billing by the County shall be in reasonable detail to permit the customer to determine the reason for the expenditure, and fees or charges incurred, along with the rate or other basis for the charge. Billings for reimbursable fees are due upon receipt and if the balance due is not paid within thirty (30) days of mailing, the customer is delinquent and is in default to the County Billing statements from the County to the customer shall be deemed correct, accurate, undisputed and due in full unless the Clerk Auditor shall receive in writing a disputed bill in reasonable detail to ascertain the exact question or matter in dispute within thirty (30) days of the postmarked date on the mailed statement or the date of hand-delivery if the statement is not delivered through the U.S. Mail.

C. **Conference with Customer.** The customer, or their representatives, may informally confer with county staff to obtain further information, ask questions, and receive clarification of charges included on the billings. An informal conference may result in changes to the invoice from the County to the customer. If the invoice is corrected or changed, the customer shall pay the corrected invoice within fifteen (15) days of receipt of the corrected invoice.

D. **Disputed Amount to County Board of Commissioners.** Any disputed amount after the customer has conferred with the county staff may be disputed to the County Board of Commissioners. The customer shall notify the Clerk Auditor again in writing regarding the contested amount. The Clerk Auditor shall notify the Commission Administrator to the need to place the issue on the County Board of Commissioners agenda. The County Board of Commissioners shall consider the payment dispute in a regularly scheduled County meeting. Notice of the time, date and place of the meeting where the disputed statement will be considered by the County Board of Commissioners will be mailed to the customer not less than five (5) days before the date of the meeting. The customer may present any statement or evidence supporting the customer's position with respect to the dispute. The County Board of Commissioners shall vote on each disputed charge by the customer to determine whether or not to reduce or eliminate the disputed charges. The decision of the County Board of Commissioners shall be final.

E. **Customers in Default.** Customers must remain in good standing with all amounts due and payable to the County paid as such amounts become due. Customers who are delinquent in payment of reimbursable fees and charges to the County shall be deemed to be in default and future requests for services shall be delayed until the customer has remedied the default.

PASSED AND ADOPTED by action of the Board of San Juan County Commissioners for San Juan County in an open meeting this ____ day of November, 2025.

Voting Aye: ______________________ Voting Nay: ______

ATTEST:	SAN JUAN COUNTY BOARD OF COMMISSIONERS
________________________________	________________________________
Lyman Duncan, Clerk/Auditor	Silvia Stubbs, Commission Chair

SAN JUAN COUNTY UTAH
RESOLUTION NO 2025-___

A RESOLUTION OF THE SAN JUAN COUNTY BOARD OF COMMISSIONERS ESTABLISHING THE SWORN DEPUTY PAY PLAN FOR THE COUNTY SHERIFF'S OFFICE AND AUTHORIZING THE CORRELATING BUDGET ADJUSTMENTS

WHEREAS, the San Juan County Board of Commissioners recognizes the need to periodically evaluate and adjust wages and grade levels on a job-by-job basis in order to remain competitive in the labor market; and

WHEREAS, the County previously approved a Sheriff's Office Sworn Deputy Pay Scale back in March of 2023; and

WHEREAS, the San Juan County Board of Commissioners wishes to adjust the salaries of its Sheriff's Office Deputies to correspond with the adjusted pay scale attached as Exhibit "A" effective as of October 22, 2025; and

WHEREAS the increases to fund these adjustments in wages come from anticipated increases in State Daily Incarceration Rate allocations provided for housing State Inmates.

WHEREAS, the 2025 Fiscal Year Budget will need to be updated reflecting these new salary adjustments.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of San Juan County Commissioners Hereby adopts the grades and salary ranges presented in Exhibit A for all positions therein and approved the correlating budget adjustments for that Department.

PASSED, ADOPTED, AND APPROVED by the Board of San Juan County Commissioners this 4th day of November, 2025, by the following vote:

Those voting aye:
Those voting nay:
Those absent or abstaining:

BOARD OF SAN JUAN COUNTY COMMISSIONERS

____
Silvia Stubbs, Chair

ATTEST:

____
Lyman Duncan, Clerk/Auditor

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San Juan County Sheriff's Office Sworn Deputy Pay Plan

Rank	0	18 months	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
		3.93%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	
Deputy 1	$25.43	$26.43	$27.22	$28.04	$28.88	$29.75	$30.64	$31.56	$32.51	$33.49	$34.49	$35.53	$36.60	$37.70	$38.83	$39.99	(52,894)(65,645)(83,179)
Deputy 2*	$25.94	$26.96	$27.76	$28.60	$29.46	$30.35	$31.25	$32.19	$33.16	$34.16	$35.18	$36.24	$37.33	$38.45	$39.61	$40.80	(53,955)(66,955)(84,864)
		1.10%	1.10%	1.10%	1.10%	1.10%	1.10%	1.10%	1.10%	1.10%	3.00%						
Sergeant/ Investigatior	$40.02	$40.46	$40.90	$41.36	$41.81	$42.27	$42.74	$43.21	$43.67	$44.15	$45.47	XXXXXX	XXXXXX	XXXXXX	XXXXXX		(83,242)(86,965)(94,578)
		1.10%	1.10%	1.10%	1.10%	1.10%	1.10%	1.10%	1.10%	1.10%	1.10%	1.10%	3.00%				
Lieutenant	$44.73	$45.22	$45.72	$46.22	$46.73	$47.25	$47.77	$48.30	$48.83	$49.36	$49.90	$50.45	$51.96	XXXXXX	XXXXXX		(93,038)(98,280)(108,077)
		1	1.10%	1.10%	1.10%	Second term											
Sheriff		$55.00	$55.61	$56.22	$56.84	$57.98											
		1.10%	1.10%	1.10%	1.10%	2.00%	1.10%	1.10%	1.10%	1.10%	3.00%						
Civilian	$19.65	$19.86	20.09	$20.31	20.54	20.95	21.18	21.41	21.65	21.89	22.55						

* Deputy 2 rank is determined by assignments and eligibility by the member for attaining certain training/certification levels. They can be changed at any time and will be reevaluated at the end of 2 years in the position.

If they are released from duties or do not maintain the training/certifications to retain the position, the member will return to Deputy 1 rank.

Deputy 2 Patrol assignments: Drug Court tracker, North Search and Rescue Commander, South Search and Rescue Commander, SERT Commander, Tracking Commander, Spillman Liason, Radio Programmer for County

Deputy 2 Corrections assignments: Shift Commanders (Grievances x2, Inmate Disciplinary Hearing Officers x2)