



BOARD OF COMMISSIONERS MEETING

Electronic and In-Person Meeting
January 04, 2022 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

APPROVAL OF AGENDA

PUBLIC COMMENT

*Public comments will be accepted through the following Zoom Meeting
<https://us02web.zoom.us/j/3125521102> Meeting ID: 312 552 1102 One tap mobile
+16699006833,,3125521102# US (San Jose)*

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

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 San Juan County Board of Commissioners Work Session and Commission Meeting minutes for December 21, 2021
2. Approval of the December 16, 2021 to December 29, 2021 Check Registers
3. Approval of the 2022 Annual Wildland Fire Support Budget Agreement with the State of Utah Division of Forestry, Fire and State Lands
4. Approval of Small Purchase of \$3,195 for ZOII mounts for EMS
5. Approval of Todd Westcott to fill the vacancy on the Monticello Cemetery Board

6. Approval of the 2022 Alcohol Renewal Applications for Valle's Trading Post, Mexican Hat, San Juan Inn & Trading Post, Mexican Hat
7. Approval of \$7,320 Community Library Enhancement Funds (CLEF) contract with the State of Utah Department of Heritage and Arts

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

8. Annual Open and Public Meetings Act and Government Records Access and Management Act (GRAMA) Training. Alex Goble, San Juan County Attorney
9. 2022 Conflict of Interest Statements, Mack McDonald, Chief Administrative Officer

BUSINESS/ACTION

10. CONSIDERATION AND APPROVAL OF AN ORDINANCE AMENDING ORDINANCE 2021-11 OF THE SAN JUAN COUNTY BOARD OF COMMISSIONERS REDISTRICTING THE BOARD OF COMMISSION AND SCHOOL BOARD VOTING DISTRICTS AS REQUIRED BY UTAH STATUTE. Mack McDonald, Chief Administrative Officer
11. Consideration and Approval of Portable Lift System Purchase for Heavy Trucks and Equipment, TJ Adair, Road Superintendent
12. Consideration and Approval of a \$30,000 Contract with Safe Tech Solutions, Scott Burgess, EMS Director
13. Consideration and Approval of a \$5,500 Contract with Express Evaluations, Ann Marie Burgess, HR Generalist
14. Consideration and Approval of a Contract for Mass Appraisal Services for the Assessor's Office with The Appraisers, Inc for \$67,078, Mack McDonald, Chief Administrative Officer
15. Discussion and Approval of the 2022 Board of San Juan County Commissioners Board/Committee Assignments. Mack McDonald, Chief Administrative Officer

COMMISSION REPORTS

ADJOURNMENT

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

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



BOARD OF COMMISSIONERS MEETING

Electronic Meeting and In-Person at 117 South Main Street, Monticello, Utah 84535
December 21, 2021 at 11:00 AM

MINUTES

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

First 2 hour Audio Link: <https://www.utah.gov/pmn/files/795409.mp3>

Second 2 hour Audio Link: <https://www.utah.gov/pmn/files/795411.mp3>

Video Link: <https://www.youtube.com/watch?v=XqopG8E80B4>

CALL TO ORDER

Time Stamp 00:06 (audio & video)

ROLL CALL

Time Stamp 00:58 (audio & video)

PRESENT

Commission Chairman Willie Grayeyes
Commission Vice-Chair Kenneth Maryboy
Commissioner Bruce Adams

INVOCATION

Time Stamp 2:20 (audio & video)

Offered by Cheryl Bowers, resident of Blanding

APPROVAL OF AGENDA

Time Stamp 03:45 (audio & video)

Mack presented the Consent Agenda and Regular Agenda for approval.

Motion made by Commissioner Adams, Seconded by Commission Chairman Grayeyes.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

PUBLIC COMMENT

Public comments will be accepted through the following Zoom link <https://us02web.zoom.us/j/82171709527> One Tap mobile +16699006833,,82171709527# US (San Jose). There will be a three minute time limit for each person wishing to comment. If you exceed that three minute time limit the meeting controller will mute your line.

Time Stamp 15:19 (audio & video)

Mack opened the Commission meeting for Public Comment.

Cheryl Bowers - from Blanding - The City Council of Blanding supports Option D for Commission map and School Board Option C.

Donna Arthur - from Blanding, requested that Option D be supported for the Commission map.

Michelle Mefret - resides in Spanish Valley - she expressed concern over the termination of fire coverage with Moab Fire Services.

Renee Troutt - lives in Spanish Valley - also expressed concern over the termination of fire services with Moab Fire department.

Kevin Walker - Grand County Commissioner - expressed concern regarding over-night accommodations. He also is concerned about the Spanish Valley portion of San Juan County that Grand County School District covers for education and related school board elections.

Carolyn Daly - from Spanish Valley – Carolyn asked the Commissioners to table the #21-22 overnight accommodations action items and the upcoming zoning elections.

Colby Smith - asked the commission about the termination of fire services with Moab Fire Services.

Monette Clark - expressed concern over the termination of the fire contract with Moab Fire Services.

Marlene Huckaby - expressed concern over the upcoming change with fire services for Spanish Valley.

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

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Time Stamp 37:50 (audio & video)

Mack presented the Consent Agenda for items #1 - 16.

Motion made by Commissioner Adams, Seconded by Commission Vice-Chair Maryboy.

Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

1. Approval of the November 16, 2021 and the November 30, 2021 Commission Meeting Minutes
2. Approval of Check Registers for November 11, 2021 through December 15, 2021

3. Renewal of the 2022-2024 All Weather Operating System at Cal Black Contract with DBT Transportation Services for \$5,562 a year.
4. Approval of the Eastland Special Service District Board Appointments.
5. Approval of the Small Purchases of \$519.81 (Mobile Detects), \$1,439.84 (Light Bar), \$1,339 (body cam), \$3,159.99 (Air Compressor), and \$8,820 (Blades)
6. Reappointment of Grand County Water Conservancy District Board of Trustee Members of Dan Pyatt and Rex Tanner.
7. Approval of the Annual Renewal of the Memorandum of Understanding with the Veterans Health Administration for Home Services
8. Approval of the *San Juan County - Disease Response, Evaluation, Analysis and Monitoring 2019 Amendment 2* contract between Utah Department of Health and San Juan County.
9. Approval of the San Juan County Health Department - Sexually Transmitted Disease (STD), Disease intervention Services - 2019 Amendment 3, contract between Utah Department Health and San Juan County, Presented by Grant Sunada, Public Health Director
10. Ratification of a \$6,500 Contract with Jones & DeMille for a Preliminary Engineering Report for the Fairgrounds Event Center Grant Application, Mack McDonald, Chief Administrative Officer
11. Approval of the Continued Hotspot Service ARPA Grant Renewal
12. Approval of the *San Juan County - Disease Response, Evaluation, Analysis and Monitoring 2019 Amendment 2* contract between the Utah Department of Health and San Juan County, Presented by Grant Sunada, Public Health Director
13. Approval of the Chapter House Election Liaison contracts for both Carl Holiday & Elsie Dee
14. Approval of the 2022 Alcohol Renewal Applications for Aramark, 7 to 11- Mexican Hat, & Sunrise Trading
15. Ratification of a Letter to UDOT regarding the Technical Planning Assistance Grant for Blanding City
16. Approval of the Annual Utah Cooperative Wildfire System Participation Commitment Between Utah Division of Forestry, Fire and State Land and San Juan County

PUBLIC HEARING - REZONING IN SOUTH VALLEY COMMUNITY

Time Stamp 39:55 (audio & video)

Scott Burton presented the South Valley Rezoning application.

17. Consideration and Approval of the SITLA PC Zone Plan (Rezone) Application - Scott Burton San Juan County Planning and Zoning Director

Time Stamp 39:55 (audio & video)

Scott Burton presented the Sitla PC Zone Plan application.

Time Stamp 43:31 (audio & video)

Motion to enter into Public Hearing: For the rezoning portion of the Sitla PC application.

Motion made by Commissioner Maryboy, Seconded by Commissioner Chair Adams.

Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

Ann Austin - lives in Spanish Valley - in regard to the Sitla rezoning application, she felt the Planning and Zoning committee had met the zoning requirements for the project.

Elise Earler - lives in Spanish Valley and supports the Sitla Planning & Zoning application.

Colby Smith - supports the Spanish Valley Sitla Planning & Zoning application.

Monette Clark - expressed her support for the Spanish Valley Sitla application.

Motion to Come Out of Public Hearing:

Commissioner Adams made the motion to come out of Public Hearing, seconded by Commissioner Maryboy. Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams.

Consideration and Approval of the SITLA PC Zone Plan (Rezone) Application - Scott Burton
San Juan County Planning and Zoning Director

Motion to approve application made by Commissioner Maryboy, Seconded by Commissioner Chair Adams.

Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

PUBLIC HEARING - FINAL ADJUSTMENTS TO 2021 GENERAL FUND AND OTHER RELATED BUDGETS**Time Stamp 56:28 (audio & video)**

Mack asked the Commissioners to open the 2021 Budget Public Hearing.

Motion made by Commission Vice-Chair Maryboy, Seconded by Commissioner Adams.

Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

18. Public Hearing to Solicit Public Comments, Written or Oral on Final Adjustments to the 2021 General Fund and Related Budgets and Consideration and Adoption of those Adjustments by Resolution.

Public Comment was offered by Monette Clark– resides in Spanish Valley – She asked about the budget for the Spanish Valley Fire services.

Motion to exit Public Hearing for the 2021 Budget :

Motion made by Commissioner Adams, Seconded by Commission Chair Grayeyes. Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

Motion to Approve 2021 Budget:

Motion made by Commission Vice-Chair Maryboy, Seconded by Commissioner Adams. Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams.

BUSINESS/ACTION

19. CONSIDERATION AND ADOPTION OF AN ORDINANCE OF THE SAN JUAN COUNTY BOARD OF COMMISSIONERS REDISTRICTING THE BOARD OF COMMISSION AND SCHOOL BOARD VOTING PRECINCTS AS REQUIRED BY UTAH STATUTE, Mack McDonald, Chief Administrative Officer

Time Stamp 1:14:15 (audio & video)

Mack gave an overview of the process for developing the County Commission and School Board election boundaries.

Mack presented Option B modified - includes adding Eastland into School District 1, or the Monticello school area footprint. The Option B modified also accounted for the Spanish Valley portion which is part of the Grand County School District.

Commissioner Maryboy made a motion for Mr Cooper's Option B for the Commission map boundaries & Navajo Nation Human Rights Commission School Board map, Commission Chairman Grayeyes seconded the motion.

Commissioner Adams asked for more discussion and transparency. Alex Goble, County Attorney requested for the motions for the Commission and the School Board District boundary maps to be separated.

Commissioner Maryboy motioned to approve Option B for the Commission boundaries. Commissioner Chairman Grayeyes seconded the motion. Voting Yea: Commissioner Grayeyes, Commissioner Maryboy, Commissioner Chairman Grayes, Voting Nay - Commissioner Adams

Commissioner Maryboy motioned to approve the Navajo Nation Human Rights Commission map for the School Board boundaries and to change the text from Precinct to District.

Commissioner Adams presented a substitute motion for Option B Modified which allows Eastland to be placed in District 1. Motion failed for lack of a second motion.

Commissioner Chairman Grayeyes asked about the legal issues for the Eastland students. The County Assistant Attorney, Alex Goble, indicated that Option B Modified keeps Monticello/Eastland together as a community of interest.

Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy

Voting Nay: Commissioner Adams

20. Consideration and Approval of Visa Vue 2021-2022 Contract Agreement- Elaine Gizler, Director Economic Development/Visitor Services

Time Stamp 1:45:40 (audio & video)

Elaine Gizler, Director of the Economic Development & Tourism department presented the Visa Vue software grant application. The state of Utah will pay half of the subscription price of \$5,060.

Motion made by Commissioner Adams, Seconded by Commission Vice-Chair Maryboy.

Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy,
Commissioner Adams

21. Spanish Valley Overnight Accommodations Overlay Application, Tom Balsley, Scott Burton Planning and Zoning Director

Time Stamp 1:54:25 (audio & Video)

Scott Burton presented the Spanish Valley Accommodation overlay application which requires three steps for approval. The 1st step of the application asks is this an appropriate location for the Overnight Overlay Application? The remaining two steps require more information to be gathered by the developer & planning/zoning committee.

Commissioner Vice-Chair Maryboy motioned to table #21,23, & 24. Commissioner Chairman Grayeyes seconded the motion. After much discussion, Commissioner Chairman Grayeyes removed his second.

Second 2 Hour Commission Time Stamp 00:30 audio & 1:58:52 video

Commissioner Adams motioned to accept #21,22,24.

Motion made by Commissioner Adams, Seconded by Commission Chairman Grayeyes.

Voting Yea: Commission Chairman Grayeyes, Commissioner Adams

Voting Abstaining: Commission Vice-Chair Maryboy

22. Consideration and Approval of the Spanish Valley Overnight Accommodations Overlay Application from Tom Balsley, Scott Burton, Planning Director

Duplicate item.

23. Consideration and Approval of the Turkey Trot Estates Phase 1 lot 4 Amended, Scott Burton, Planning and Zoning Administrator

Second 2 Hour Commission Time Stamp (00:10:56 audio & 02:09:01 video)

Scott Burton presented the application for item #23.

Motion made by Commissioner Adams, Seconded by Commission Vice-Chair Maryboy.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy,
Commissioner Adams

24. Consideration and Approval of the Spanish Valley Overnight Accommodations Overlay Application, Jeff Burgess, Scott Burton Planning and Zoning Administrator

Second 2 Hour Commission Time Stamp 00:12:52 audio & 02:11:38 video

Scott Burton presented the application for approval.

Motion made by Commissioner Adams, Seconded by Commission Vice-Chair Maryboy.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy,
Commissioner Adams

25. Consideration and Approval of the Pacheco Meadow Subdivision Phase 2, Scott Burton, Planning and Zoning Administrator

Second 2 Hours Commission Time Stamp 00:14:07 audio & 02:13:12 video

Scott Burton presented the Pacheco Meadow Phase 2 application for approval.

Motion made by Commission Vice-Chair Maryboy, Seconded by Commissioner Adams.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy,
Commissioner Adams

26. Consideration and Approval of the Hassen Estates Subdivision Amendment 2, Scott Burton, Planning and Zoning Administrator

Second 2 Hour Commission Time Stamp 00:15:35 audio & 02:14:35 video

Scott Burton presented the Hassen Estates Subdivision Amendment 2 for approval.

Motion made by Commissioner Adams, Seconded by Commission Vice-Chair Maryboy.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy,
Commissioner Adams

27. Consideration and Approval of SITLA PC Zone Plan (Rezone) Application, Scott Burton San Juan County Planning and Zoning Director

Duplicate item.

28. Consideration and Approval of a Notice of Award and Intent to Negotiate a Contract (San Juan County Hazard Mitigation Program Grant-Pack Creek Fire) with Jones & DeMille for \$89,670, Mack McDonald, Chief Administrative Officer

Second 2 Hour Commission Time Stamp 00:17:01 audio & 02:16:20 video

Mack presented the applications for the Hazard Mitigation Program Grant. Two engineering firms applied, Wood Inc. and Jones-DeMille. The selection committee determined Jones-DeMille was the most responsive in the application process; therefore, Jones-DeMille was selected.

Motion made by Commissioner Adams, Seconded by Commission Vice-Chair Maryboy.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

29. Consideration and Approval of the Natural Resources Conservation Services Grant for the 2021 Pack Creek Fire Rehabilitation Projects, Tammy Gallegos, Emergency Manager

Second 2 Hour Commission Time Stamp 00:20:44 audio & 02:19:28 video

Tammy Gallegos presented the National Resources Conservation Services Grant. San Juan County has 9-10 sites that were harmed by the Pack Creek fire. Mack asked for the Commissioners approval.

Motion made by Commissioner Adams, Seconded by Commission Vice-Chair Maryboy.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

30. CONSIDERATION AND ADOPTION OF ORDINANCE UPDATING SECTION NINE OF THE SAN JUAN COUNTY PERSONNEL POLICY – Ann Marie Burgess, HR Generalist

Second 2 Hour Commission Time Stamp 00:23:21 audio & 02:21:47 video

Ann Marie Burgess presented the Ordinance updating Section Nine for all county employees be on the same time period (Monday-Sunday). Payday is every other Friday. Ordinance allows Human Resources staff to perform employee desk audits as needed.

Motion made by Commission Chairman Grayeyes, Seconded by Commissioner Adams.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

31. CONSIDERATION AND ADOPTION OF ORDINANCE UPDATING SECTION TEN OF THE SAN JUAN COUNTY PERSONNEL POLICY – Ann Marie Burgess, HR Generalist

Second 2 Hour Commission Time Stamp 00:30:52 audio & 02:29:50 video

Ann Marie Burgess presented the Ordinance updating Section 10/Benefit portion of the Employee Handbook. Changes policy by using a multiplier of work X accrued rate of pay amount = hourly leave bank. Changes sick leave accrual. Caps vacation hourly bank. Updated Holiday policy added Indigenous Peoples & Juneteenth Day to the employee holiday calendar.

Motion made by Commissioner Adams, Seconded by Commission Vice-Chair Maryboy.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy,
Commissioner Adams

32. CONSIDERATION OF AN ORDINANCE ADOPTING THE REGULARLY SCHEDULED COUNTY MEETINGS FOR THE 2022 ANNUAL MEETING SCHEDULE PURSUANT TO SECTION 52-4-202 OF THE UTAH CODE , Mack McDonald, Chief Administrative Officer

Second 2 Hour Commission Time Stamp 00:39:15 audio & 02:39:51 video

Mack presented the 2022 Commission meeting dates. The format will remain the same- First and Third Tuesdays each month. Work meetings are at 9:00 am, Commission meetings are at 11:00 am.

Motion made by Commissioner Adams, Seconded by Commission Vice-Chair Maryboy.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy,
Commissioner Adams

33. CONSIDERATION AND APPROVAL OF A RESOLUTION ESTABLISHING COMMISSION CHAIR AND VICE CHAIR FOR THE 2022 CALENDAR YEAR, Mack McDonald, Chief Administrative Officer

Second 2 Hour Commission Time Stamp 00:43:46 audio & 02:42:10 video

Mack presented for discussion the approval and adoption for establishing the 2022 Commission Chair and Vice Chair.

Commission Vice-Chair Maryboy recommended for Willie Grayeyes to serve as Commission Chairman for calendar year 2022. Commissioner Grayeyes proposed Commissioner Adams to serve as the Vice-Chair.

Motion made by Commission Vice-Chair Maryboy, Seconded by Commissioner Adams.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy,
Commissioner Adams

34. CONSIDERATION AND ADOPTION OF A RESOLUTION ADOPTING THE 2022 SAN JUAN COUNTY GENERAL FUND AND RELATED BUDGETS.

Second 2 hours Commission Time Stamp: 00:52:43 audio & 02:51:25 video

Mack presented the 2022 Calendar year budget along with miscellaneous budget items of note. The budget allowed for a 3% cost of living adjustment for employees and elected officials. Law Enforcement is excluded due to annual increases within their employee contracts.

Motion made by Commissioner Adams, Seconded by Commission Vice-Chair Maryboy.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy,
Commissioner Adams

COMMUNITY REINVESTMENT AREA

Second 2 Hour Commission Time Stamp 01:35:30 audio & 03:34:15 video

Mack asked the Commission to enter into Community Reinvestment Area hearing.

Motion made by Commissioner Adams, Seconded by Commission Vice-Chair Maryboy.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

35. CONSIDERATION AND ADOPTION OF A RESOLUTION ADOPTING THE 2022 SAN JUAN COUNTY COMMUNITY REINVESTMENT AREA BUDGET

Second 2 Hour Commission Time Stamp 01:35:30 audio & 03:34:15 video

Mack asked the Commission to enter into Community Reinvestment Area Board Budget Hearing.

Motion made by Commissioner Adams, Seconded by Commission Vice-Chair Maryboy.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy,
Commissioner Adams

Mack presented the Community Reinvestment Agency Budget for the Commissioners to consider for approval. Bluff Dwellings was the 1st entity to enter into this relationship with the County.

Mack asked for a motion to enter into Public Hearing for the Community Reinvestment Agency Budget.

Motion made by Commissioner Adams, Seconded by Commission Vice-Chair Maryboy.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy,
Commissioner Adams

There were not any Public comments in the CRA Public Hearing.

Mack asked for a motion to exit Community Reinvestment Agency Budget Hearing.

Motion made by Commissioner Adams, Seconded by Commission Chairman Grayeyes.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy,
Commissioner Adams

Once, In the regular Commission meeting, Mack asked the Commission to consider the 2022 SJC Community Reinvestment Agency Budget for approval.

Motion made by Commissioner Adams, Seconded by Commission Vice-Chair Maryboy.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy,
Commissioner Adams

BOARD OF EQUALIZATION

Second 2 Hours Commission Time Stamp 01:42:50 audio & 03:42:01 video

Mack asked the Commissioners to enter into the Board of Equalization.

Motion made by Commissioner Adams, Seconded by Commission Chairman Grayeyes.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

Lyman W. Duncan, San Juan County Clerk/Auditor asked the Commission to waive the 2020 tax assessment for Shane Bradford for the amount of \$598.96.

Motion made by Commission Vice-Chair Maryboy, Seconded by Commissioner Adams.

Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

Motion to exit the Board of Equalization.

Motion made by Commissioner Adams, Seconded by Commission Vice Chair Maryboy.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

36. Consideration and Approval of Property Tax Abatement for 2020 Property Tax - Lyman Duncan, Clerk/Auditor

See above

COMMISSION REPORTS

Second 2 hours Commission Time Stamp 01:46:38 audio & 03:45:05 video

Commissioner Adams - Wished for the County staff to "Have a Merry Christmas."

Commissioner Maryboy - Thanked the staff for all their good work during the past few years, especially during the Pandemic. Commissioner Maryboy requested for a letter to be prepared, signed by the Commissioners, and sent to the employees thanking them for their good work in the past year.

Commissioner Grayeyes - Attended the 7 County board meeting. Several project plans are underway. Local ranchers expressed concern about the proposed Book-Cliff road. The road would be placed half-

way between Green River and Grand Junction and north into the Uinta Basin. The Oljato Post Office roof is leaking water into the building.

ADJOURNMENT

Second 2 Hours Commission Time Stamp 02:01:17 audio & 03:59:50 video

Commissioner Chair Grayeyes adjourned the meeting.

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APPROVED: _____
San Juan County Board of County Commissioners

DATE: _____

ATTEST: _____
San Juan County Clerk/Auditor

DATE: _____



BOARD OF COMMISSIONERS WORK SESSION MEETING
117 South Main Street, Monticello, Utah 84535. Commission Chambers
December 21, 2021 at 10:00 AM

MINUTES

CALL TO ORDER

Commission Chair Grayeyes called the meeting to order.

ROLL CALL

PRESENT

Willie Grayeyes
Bruce Adams

ABSENT

Kenneth Maryboy

EXECUTIVE SESSION

The Board of San Juan County Commissioners will enter into a closed Executive Session as permitted under UCA 52-4-205 to discuss pending or reasonably imminent litigation and;

To Discuss The Character, Professional Competence, or Physical or Mental Health of an Individual As Permitted Under UCA 52-4-205.

Commissioners voted to enter into an Executive Session

Motion made by Adams, Seconded by Grayeyes.

Voting Yea: Grayeyes, Adams

Commissioners voted to exit the Executive Session

Motion made by Adams, Seconded by Grayeyes.

Voting Yea: Grayeyes, Adams

ADJOURNMENT

Voted to Adjourn the Commission Work Session.

Motion made by Adams, Seconded by Grayeyes.
Voting Yea: Grayeyes, Adams

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APPROVED: _____
San Juan County Board of County Commissioners

DATE: _____

ATTEST: _____
San Juan County Clerk/Auditor

DATE: _____

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 12/16/2021 to 12/29/2021**

| <u>Payee Name</u> | <u>Reference Number</u> | <u>Invoice Number</u> | <u>Invoice Ledger Date</u> | <u>Payment Date</u> | <u>Amount</u> | <u>Description</u> | <u>Ledger Account</u> |
|-------------------------|-------------------------|-----------------------|----------------------------|---------------------|-------------------|--------------------------|------------------------------------|
| Abbott Laboratories | 120202 | 614706422 | 12/20/2021 | 12/21/2021 | 570.61 | Blanding Senior Citizens | 104680610 - Miscellaneous Supplie |
| Abbott Laboratories | 120202 | 614710097 | 12/20/2021 | 12/21/2021 | 31.41 | Blanding Senior Citizens | 104679610 - Miscellaneous Supplie |
| | | | | | <u>\$602.02</u> | | |
| | | | | | \$602.02 | | |
| Acumen Fiscal Agent LLC | 120259 | 27911 | 12/27/2021 | 12/28/2021 | 1,001.33 | SJC Aging | 104685615 - Contracts |
| Acumen Fiscal Agent LLC | 120259 | NOV21FEES | 12/27/2021 | 12/28/2021 | 190.00 | SJC Aging | 104685615 - Contracts |
| | | | | | <u>\$1,191.33</u> | | |
| | | | | | \$1,191.33 | | |
| Amazon Capital Services | 120203 | 1L6H-X6KY-7MR | 12/20/2021 | 12/21/2021 | 32.08 | SJC Road Dept | 214414260 - Buildings and Grounds |
| Amazon Capital Services | 120203 | 1NMH-96X9-NV | 12/20/2021 | 12/21/2021 | 36.41 | SJC Road Dept | 214412250 - Equipment Operation |
| Amazon Capital Services | 120203 | 1PRH-4J44-1HL | 12/20/2021 | 12/21/2021 | 419.00 | SJC Road Dept | 214412250 - Equipment Operation |
| | | | | | <u>\$487.49</u> | | |
| Amazon Capital Services | 120260 | 1W7P-7WPY-R1 | 12/27/2021 | 12/28/2021 | 190.95 | SJC Road Dept | 214412250 - Equipment Operation |
| | | | | | <u>\$678.44</u> | | |
| | | | | | \$678.44 | | |
| Amerigas Propane LP | 120204 | 3129973737 | 12/20/2021 | 12/21/2021 | 207.05 | 200752247 | 104225270 - Utilities |
| Amerigas Propane LP | 120204 | 3129973741 | 12/20/2021 | 12/21/2021 | 351.06 | 200752247 | 104225270 - Utilities |
| Amerigas Propane LP | 120204 | 3129973746 | 12/20/2021 | 12/21/2021 | 240.94 | 200752247 | 104225270 - Utilities |
| Amerigas Propane LP | 120204 | 3130114295 | 12/20/2021 | 12/21/2021 | 334.51 | 200752247 | 104225270 - Utilities |
| Amerigas Propane LP | 120204 | 805215078 | 12/20/2021 | 12/21/2021 | 511.82 | 200787762 | 104225270 - Utilities |
| | | | | | <u>\$1,645.38</u> | | |
| Amerigas Propane LP | 120261 | 3130322512 | 12/27/2021 | 12/28/2021 | 645.85 | 200752247 | 105430270 - Utilities |
| | | | | | <u>\$2,291.23</u> | | |
| | | | | | \$2,291.23 | | |
| Bastian, Brittney | 120205 | MR20201204150 | 12/07/2020 | 12/21/2021 | 20.00 | Meal Reimbursement | 264350230 - Travel Expense |
| | | | | | <u>\$20.00</u> | | |
| | | | | | \$20.00 | | |
| Bear Cat Mfg. Inc. | 120206 | 115029 | 12/20/2021 | 12/21/2021 | 2,386.17 | SJC Road Dept | 214412250 - Equipment Operation |
| | | | | | <u>\$2,386.17</u> | | |
| | | | | | \$2,386.17 | | |
| Benally, Armeda | 120262 | AB20211227114 | 12/27/2021 | 12/28/2021 | 20.15 | PURCHASE REIMBURSEMENT | 104677329 - Meals - Bluff |
| | | | | | <u>\$20.15</u> | | |
| | | | | | \$20.15 | | |
| Best Deal Spring Inc. | 120207 | 20010802-00 | 12/20/2021 | 12/21/2021 | 173.42 | SJC Road Dept | 214412250 - Equipment Operation |
| | | | | | <u>\$173.42</u> | | |
| | | | | | \$173.42 | | |
| Bethea, Derek | 120208 | DB20211217085 | 12/20/2021 | 12/21/2021 | 206.00 | Travel Reimbursement | 104230230 - Travel Expense |
| | | | | | <u>\$206.00</u> | | |
| | | | | | \$206.00 | | |
| Black, Carver | 120209 | CB112921 | 11/29/2021 | 12/21/2021 | 340.80 | Travel Reimbursement | 255007.230 - Indirect Admin Travel |
| | | | | | <u>\$340.80</u> | | |
| | | | | | \$340.80 | | |
| Blanding City | 120210 | bc202112170853 | 12/20/2021 | 12/21/2021 | 159.56 | 501820007 | 104165270 - Utilities |
| | | | | | <u>\$159.56</u> | | |
| | | | | | \$159.56 | | |

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| <u>Payee Name</u> | <u>Reference Number</u> | <u>Invoice Number</u> | <u>Invoice Ledger Date</u> | <u>Payment Date</u> | <u>Amount</u> | <u>Description</u> | <u>Ledger Account</u> |
|--------------------------------|-------------------------|-----------------------|----------------------------|---------------------|-------------------|----------------------------|-----------------------------------|
| Bleggi, Kelly | 120211 | KB20211216161 | 12/21/2021 | 12/21/2021 | 25.00 | Travel Reimbursement | 214414230 - Travel Expense |
| | | | | | \$25.00 | | |
| Blue Mountain Foods | 120212 | 115458 | 12/20/2021 | 12/21/2021 | 213.25 | SJC Sheriff Dept | 104230480 - Kitchen Food |
| Blue Mountain Foods | 120263 | 0115517 | 12/27/2021 | 12/28/2021 | 16.77 | SJC Sheriff Dept | 104230480 - Kitchen Food |
| Blue Mountain Foods | 120263 | 115286 | 12/27/2021 | 12/28/2021 | 33.00 | SJC EMS | 264350330 - Employee Education |
| | | | | | \$49.77 | | |
| | | | | | \$263.02 | | |
| Blue Mountain Meats Inc. | 120264 | 412161 | 12/27/2021 | 12/28/2021 | 106.47 | SJC Aging | 104678323 - Meals - Monticello |
| Blue Mountain Meats Inc. | 120264 | 412161 | 12/27/2021 | 12/28/2021 | 106.48 | SJC Aging | 104677323 - Meals - Monticello |
| | | | | | \$212.95 | | |
| | | | | | \$212.95 | | |
| Bluff Water Works | 120265 | 9426 | 12/27/2021 | 12/28/2021 | 28.45 | Bluff Fire and EMS Station | 104225270 - Utilities |
| | | | | | \$28.45 | | |
| Burgess, Pamela | 120213 | 2020091816102 | 09/15/2020 | 12/21/2021 | 75.00 | Fire Fighting | 104220121 - Temporary Wages |
| | | | | | \$75.00 | | |
| Business Solutions Group | 120214 | 15844 | 12/20/2021 | 12/21/2021 | 638.31 | SJC Treasurer | 104143240 - Office Expense |
| | | | | | \$638.31 | | |
| Cal Dean Black-Custom Catering | 120215 | 2021-50 | 12/21/2021 | 12/21/2021 | 1,800.00 | SJC Road Dept | 104150330 - Employee Education |
| | | | | | \$1,800.00 | | |
| Century Link | 120266 | CL20211227113 | 12/27/2021 | 12/28/2021 | 3,514.74 | 435-867-3752 606B E911 | 104232280 - Telephone |
| | | | | | \$3,514.74 | | |
| Comfort at Home Care LLC | 120216 | 276 | 12/20/2021 | 12/21/2021 | 1,061.84 | SJC Aging | 104684615 - Contracts |
| | | | | | \$1,061.84 | | |
| CPI Foods Inc | 120267 | 121621000 | 12/27/2021 | 12/28/2021 | 915.58 | SJC Aging | 104679610 - Miscellaneous Supplie |
| CPI Foods Inc | 120267 | 121621000 | 12/27/2021 | 12/28/2021 | 3,483.17 | SJC Aging | 104680610 - Miscellaneous Supplie |
| | | | | | \$4,398.75 | | |
| | | | | | \$4,398.75 | | |
| Diamond Propane LLC | 120217 | 10226 | 12/20/2021 | 12/21/2021 | 723.12 | SJC COMMUNICATIONS | 104574270 - Utilities |
| | | | | | \$723.12 | | |
| Dominion Energy | 120268 | DE20211224163 | 12/27/2021 | 12/28/2021 | 661.28 | 3617789388 885 E Center | 214414270 - Utilities |
| | | | | | \$661.28 | | |
| DTS - State of Utah | 120218 | 2205R33700000 | 12/20/2021 | 12/21/2021 | 694.25 | SJC Sheriffs Office | 104232280 - Telephone |
| | | | | | \$694.25 | | |

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|--------------------------------|-------------------------|-----------------------|----------------------------|---------------------|-------------------|---------------------------------|-----------------------------------|
| Earthgrains Baking Company | 120219 | 85272224513 | 12/20/2021 | 12/21/2021 | 42.00 | SJC Sheriff | 104230480 - Kitchen Food |
| Earthgrains Baking Company | 120269 | 85272224556 | 12/27/2021 | 12/28/2021 | 42.00 | SJC Sheriff | 104230480 - Kitchen Food |
| | | | | | \$84.00 | | |
| Emery Telcom | 120220 | ET20211220130 | 12/20/2021 | 12/21/2021 | 200.36 | 3514200 SJC Blanding Seniors | 104672270 - Utilities |
| Emery Telcom | 120220 | ET20211220130 | 12/21/2021 | 12/21/2021 | 88.31 | 988500 - SJC Emergency Services | 104255270 - Utilities |
| | | | | | \$288.67 | | |
| Emery Telcom | 120270 | ET20211222150 | 12/27/2021 | 12/28/2021 | 183.06 | 3431000 SJC EMS | 264350280 - Telephone |
| | | | | | \$471.73 | | |
| Empire Electric Assoc. Inc. | 120221 | EE20211216161 | 12/20/2021 | 12/21/2021 | 666.43 | 25395 - 885 E Center St | 214414270 - Utilities |
| Empire Electric Assoc. Inc. | 120271 | EE20211227113 | 12/27/2021 | 12/28/2021 | 4,014.14 | 9579024 - 297 S Main | 104166260 - Buildings and Grounds |
| | | | | | \$4,680.57 | | |
| Equitable Financial Equi-vest | 120272 | EV20211227113 | 12/27/2021 | 12/28/2021 | 360.00 | Payroll Deductions | 102225000 - Equivest |
| | | | | | \$360.00 | | |
| Farmers Telecommunications Inc | 120222 | FTC2021122013 | 12/21/2021 | 12/21/2021 | 54.99 | 6921 Cedar Point Volunteer Fire | 104225280 - Telephone |
| | | | | | \$54.99 | | |
| Fastenal Company | 120223 | COBAY68297 | 12/20/2021 | 12/21/2021 | 418.54 | SJC Road | 214412250 - Equipment Operation |
| | | | | | \$418.54 | | |
| Ford, Genevieve | 120224 | Scan_0379 | 10/28/2020 | 12/21/2021 | 50.00 | Meeting Attendance | 724580620 - Miscellaneous Service |
| | | | | | \$50.00 | | |
| Francom, James | 120273 | JF202112271133 | 12/27/2021 | 12/28/2021 | 500.00 | Performance Award | 104142620 - Miscellaneous Service |
| | | | | | \$500.00 | | |
| Frontier | 120274 | FC20211223080 | 12/27/2021 | 12/28/2021 | 213.39 | 435-651-3351-082400-8 | 104225280 - Telephone |
| Frontier | 120274 | FC20211223080 | 12/27/2021 | 12/28/2021 | 164.47 | 435-587-2797-030304-8 | 104225280 - Telephone |
| Frontier | 120274 | FC20211223080 | 12/27/2021 | 12/28/2021 | 254.65 | 435-727-3440-062308-8 | 104225280 - Telephone |
| Frontier | 120274 | FC20211223081 | 12/27/2021 | 12/28/2021 | 26.01 | 435-686-9990-051408-8 | 104672280 - Telephone |
| | | | | | \$658.52 | | |
| | | | | | \$658.52 | | |
| Gallegos, David | 120225 | DG20211220130 | 12/20/2021 | 12/21/2021 | 34.00 | Travel - Reimbursement | 104111230 - Travel Expense |
| | | | | | \$34.00 | | |
| Gallegos, Megan | 120275 | MG20211227113 | 12/27/2021 | 12/28/2021 | 500.00 | Performance Award | 104142620 - Miscellaneous Service |
| | | | | | \$500.00 | | |
| GBS Benefits Inc | 120276 | 273912 | 12/27/2021 | 12/28/2021 | 3,000.00 | Consulting | 104965620 - Miscellaneous Service |
| | | | | | \$3,000.00 | | |

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|----------------------------|-------------------------|-----------------------|----------------------------|---------------------|---------------------|-------------------------|-----------------------------------|
| Grand Junction Peterbilt | 120226 | 203925 | 12/20/2021 | 12/21/2021 | 6,907.90 | SJC Road Dept | 214412250 - Equipment Operation |
| Grand Junction Peterbilt | 120226 | 204510 | 12/20/2021 | 12/21/2021 | 223.02 | SJC Road Dept | 214412250 - Equipment Operation |
| Grand Junction Peterbilt | 120226 | 204514 | 12/20/2021 | 12/21/2021 | 84.57 | SJC Road Dept | 214412250 - Equipment Operation |
| Grand Junction Peterbilt | 120226 | 204565 | 12/20/2021 | 12/21/2021 | 65.30 | SJC Road Dept | 214412250 - Equipment Operation |
| | | | | | \$7,280.79 | | |
| | | | | | \$7,280.79 | | |
| Grayson Storage | 120277 | GS121321 | 12/27/2021 | 12/28/2021 | 160.00 | San Juan Public Health | 255310.260 - PHEP Preparedness |
| | | | | | \$160.00 | | |
| Hughes Network Systems LLC | 120278 | B-386591153 | 12/27/2021 | 12/28/2021 | 128.88 | SJC Landfill | 574424270 - Utilities |
| | | | | | \$128.88 | | |
| Hurst, Todd | 120227 | TH20211216161 | 12/21/2021 | 12/21/2021 | 25.00 | Travel Reimbursement | 214414230 - Travel Expense |
| | | | | | \$25.00 | | |
| ImageNet Consulting LLC | 120228 | INV34206 | 12/21/2021 | 12/21/2021 | 35.24 | SJC Non Dept | 104150240 - Office Expense |
| ImageNet Consulting LLC | 120228 | INV34208 | 12/21/2021 | 12/21/2021 | 673.53 | SJC Non Dept | 104150240 - Office Expense |
| ImageNet Consulting LLC | 120228 | INV34397 | 12/21/2021 | 12/21/2021 | 87.55 | SJC Sheriff | 104230310 - Professional and Tech |
| | | | | | \$796.32 | | |
| | | | | | \$796.32 | | |
| IML Security Supply | 120229 | 3063156 | 12/20/2021 | 12/21/2021 | 34.53 | SJC Public Safety | 104166260 - Buildings and Grounds |
| | | | | | \$34.53 | | |
| Intermountain Health Care | 120279 | IH202112277113 | 12/27/2021 | 12/28/2021 | 39.91 | FIDEL J LOPEZ | 104230312 - Medical Expenses |
| | | | | | \$39.91 | | |
| J.M. Custom & Industrial | 120230 | 4378 | 12/20/2021 | 12/21/2021 | 295.00 | SJC Road Dept | 214412250 - Equipment Operation |
| J.M. Custom & Industrial | 120230 | 4379 | 12/20/2021 | 12/21/2021 | 295.00 | SJC Road Dept | 214412250 - Equipment Operation |
| | | | | | \$590.00 | | |
| | | | | | \$590.00 | | |
| JCI Billing Services | 120280 | 352 | 12/27/2021 | 12/28/2021 | 1,404.00 | SJC Ambulance Services | 264350310 - Professional and Tech |
| | | | | | \$1,404.00 | | |
| Kilgore Companies LLC | 120231 | AIP NO. 3-49-00 | 12/20/2021 | 12/21/2021 | 104,099.59 | CAL BLACK AIRPORT | 105430620 - Miscellaneous Service |
| | | | | | \$104,099.59 | | |
| La Sal Fire Department | 120281 | LSF2021122308 | 12/27/2021 | 12/28/2021 | 1,620.00 | Fire Chief and Training | 104220615 - Contracts |
| | | | | | \$1,620.00 | | |
| Larceval, Michael | 120232 | ML20211220130 | 12/21/2021 | 12/21/2021 | 115.60 | TRANSPORT | 104672610 - Miscellaneous Supplie |
| | | | | | \$115.60 | | |
| Lumen | 120282 | 5107XQC1S3-20 | 12/27/2021 | 12/28/2021 | 406.30 | 5107XQC1S3 | 104232280 - Telephone |
| | | | | | \$406.30 | | |

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|--------------------------------|-------------------------|-----------------------|----------------------------|---------------------|-------------------|----------------------------|------------------------------------|
| Main Street Drug and Boutique | 120233 | 173627 | 12/20/2021 | 12/21/2021 | 98.00 | SJC Sheriff Dept | 104230312 - Medical Expenses |
| Main Street Drug and Boutique | 120283 | 173866 | 12/27/2021 | 12/28/2021 | 33.04 | SJC Sheriff Dept | 104230312 - Medical Expenses |
| Main Street Drug and Boutique | 120283 | 173976 | 12/27/2021 | 12/28/2021 | 95.00 | SJC Sheriff Dept | 104230312 - Medical Expenses |
| | | | | | \$128.04 | | |
| | | | | | \$226.04 | | |
| Martinez, Taylor R | 120234 | MR20201204150 | 12/07/2020 | 12/21/2021 | 20.00 | Meal Reimbursement | 264350230 - Travel Expense |
| | | | | | \$20.00 | | |
| MetLife Group Benefits | 120284 | ML20211227113 | 12/27/2021 | 12/28/2021 | 8,911.24 | Dental Customer # 5955986 | 104965134 - Health Insurance |
| | | | | | \$8,911.24 | | |
| Mexican Hat Special Serv Dist. | 120235 | 1221-24 | 12/20/2021 | 12/21/2021 | 66.93 | SJC Fire/Rescue | 104225270 - Utilities |
| | | | | | \$66.93 | | |
| MicroMarketing | 120285 | 870347 | 12/27/2021 | 12/28/2021 | 123.24 | SJC Library | 724581920 - Grant Expenses |
| | | | | | \$123.24 | | |
| Monticello Mercantile | 120236 | C233244 | 12/20/2021 | 12/21/2021 | 4.99 | SJC Road | 214412250 - Equipment Operation |
| Monticello Mercantile | 120236 | C233328 | 12/20/2021 | 12/21/2021 | 39.34 | SJC Road | 104161260 - Buildings and Grounds |
| | | | | | \$44.33 | | |
| Monticello Mercantile | 120286 | C232516 | 12/27/2021 | 12/28/2021 | 4.99 | SJC Ambulance | 264350330 - Employee Education |
| Monticello Mercantile | 120286 | C233516 | 12/27/2021 | 12/28/2021 | 12.99 | SJC Public Safety | 104166260 - Buildings and Grounds |
| Monticello Mercantile | 120286 | C233561 | 12/27/2021 | 12/28/2021 | 6.78 | SJC Public Safety | 104166260 - Buildings and Grounds |
| | | | | | \$24.76 | | |
| | | | | | \$69.09 | | |
| Morris, Suzette | 120287 | SM005 | 12/27/2021 | 12/28/2021 | 12.32 | Board Travel Reimbursement | 255007.230 - Indirect Admin Travel |
| | | | | | \$12.32 | | |
| Motor Parts | 120237 | 801195 | 12/20/2021 | 12/21/2021 | 118.08 | SJC Road Dept | 214412250 - Equipment Operation |
| | | | | | \$118.08 | | |
| Moulton, Mike | 120238 | MM111921 | 11/19/2021 | 12/21/2021 | 310.40 | Travel Reimbursement | 255007.230 - Indirect Admin Travel |
| Moulton, Mike | 120238 | MM11521 | 11/19/2021 | 12/21/2021 | 526.09 | Travel Reimbursement | 255310.230 - PHEP Preparedness T |
| | | | | | \$836.49 | | |
| | | | | | \$836.49 | | |
| National Benefit Services LLC | 120288 | 829360 | 12/27/2021 | 12/28/2021 | 79.30 | FSA Plan | 104965140 - Other Employee Benefi |
| National Benefit Services LLC | 120288 | CP302356 | 12/27/2021 | 12/28/2021 | 1,284.13 | Claims Paid Invoice | 102227000 - Health Care Reimburs |
| | | | | | \$1,363.43 | | |
| | | | | | \$1,363.43 | | |
| Navajo Tribal UtilityAuthority | 120239 | 33001408370 | 12/20/2021 | 12/21/2021 | 54.31 | 60378374 101 S 100 E | 104225270 - Utilities |
| Navajo Tribal UtilityAuthority | 120239 | 37001071583 | 12/20/2021 | 12/21/2021 | 116.32 | 60378369 | 104574270 - Utilities |

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|--------------------------------|-------------------------|-----------------------|----------------------------|---------------------|-------------------|--------------------------------|-------------------------------------|
| Navajo Tribal UtilityAuthority | 120239 | 38001029432 | 12/20/2021 | 12/21/2021 | 135.00 | 60040657 MZC Fire Station East | 104225270 - Utilities |
| | | | | | \$305.63 | | |
| Navajo Tribal UtilityAuthority | 120289 | 36001206740 | 12/27/2021 | 12/28/2021 | 200.48 | 60271007 - SJC Fire | 104225270 - Utilities |
| | | | | | \$506.11 | | |
| New Technology Solutions | 120240 | 4401 | 12/20/2021 | 12/21/2021 | 80.00 | SJC Fire | 104225310 - Professional and Tech |
| New Technology Solutions | 120240 | 4402 | 12/20/2021 | 12/21/2021 | 80.00 | SJC Aging | 104676310 - Professional and Tech |
| New Technology Solutions | 120240 | 4403 | 12/20/2021 | 12/21/2021 | 40.00 | SJC Ambulance | 264350310 - Professional and Tech |
| New Technology Solutions | 120240 | 4404 | 12/20/2021 | 12/21/2021 | 32.50 | SJC Admin Building | 104161310 - Professional and Tech |
| New Technology Solutions | 120240 | 4404 | 12/20/2021 | 12/21/2021 | 32.50 | SJC Admin Building | 104163310 - Professional and Tech |
| New Technology Solutions | 120240 | 4404 | 12/20/2021 | 12/21/2021 | 32.50 | SJC Admin Building | 104165310 - Professional and Tech |
| New Technology Solutions | 120240 | 4404 | 12/20/2021 | 12/21/2021 | 32.50 | SJC Admin Building | 104166310 - Professional and Tech |
| New Technology Solutions | 120240 | 4405 | 12/20/2021 | 12/21/2021 | 23.75 | SJC Libraries | 724167310 - Professional and Tech |
| New Technology Solutions | 120240 | 4405 | 12/20/2021 | 12/21/2021 | 23.75 | SJC Libraries | 724168310 - Professional and Tech |
| New Technology Solutions | 120240 | 4405 | 12/20/2021 | 12/21/2021 | 47.50 | SJC Libraries | 724169310 - Professional and Tech |
| New Technology Solutions | 120240 | 4406 | 12/01/2021 | 12/21/2021 | 40.00 | SJC Public Health | 255007.260 - Indirect Admin Buildin |
| | | | | | \$465.00 | | |
| | | | | | \$465.00 | | |
| Nicholas & Company | 120241 | 7785473 | 12/20/2021 | 12/21/2021 | 209.67 | SJC Sheriff | 104230480 - Kitchen Food |
| Nicholas & Company | 120241 | 7788863 | 12/20/2021 | 12/21/2021 | 2,107.37 | SJC Sheriff | 104230480 - Kitchen Food |
| Nicholas & Company | 120241 | 7788866 | 12/20/2021 | 12/21/2021 | 520.76 | SJC Aging | 104678323 - Meals - Monticello |
| Nicholas & Company | 120241 | 7788866 | 12/20/2021 | 12/21/2021 | 520.77 | SJC Aging | 104677323 - Meals - Monticello |
| Nicholas & Company | 120241 | 7788868 | 12/20/2021 | 12/21/2021 | 270.25 | SJC Aging | 104677325 - Meals - Blanding |
| Nicholas & Company | 120241 | 7788868 | 12/20/2021 | 12/21/2021 | 270.25 | SJC Aging | 104678325 - Meals - Blanding |
| Nicholas & Company | 120241 | 7796431 | 12/21/2021 | 12/21/2021 | 431.70 | SJC Aging | 104678323 - Meals - Monticello |
| Nicholas & Company | 120241 | 7796431 | 12/21/2021 | 12/21/2021 | 431.71 | SJC Aging | 104677323 - Meals - Monticello |
| Nicholas & Company | 120241 | 7796432 | 12/21/2021 | 12/21/2021 | 319.80 | SJC Aging | 104677328 - Meals - La Sal |
| Nicholas & Company | 120241 | 7796432 | 12/21/2021 | 12/21/2021 | 319.80 | SJC Aging | 104678328 - Meals - La Sal |
| Nicholas & Company | 120241 | 7796434 | 12/21/2021 | 12/21/2021 | 46.83 | SJC Aging | 104677325 - Meals - Blanding |
| | | | | | \$5,448.91 | | |
| Nicholas & Company | 120290 | 7793048 | 12/27/2021 | 12/28/2021 | 270.13 | SJC Sheriff | 104230480 - Kitchen Food |
| Nicholas & Company | 120290 | 7796426 | 12/27/2021 | 12/28/2021 | 2,269.72 | SJC Sheriff | 104230480 - Kitchen Food |
| | | | | | \$2,539.85 | | |
| | | | | | \$7,988.76 | | |
| Office Depot | 120242 | 214939456001 | 12/20/2021 | 12/21/2021 | 48.75 | SJC Clerk | 104142240 - Office Expense |
| Office Depot | 120242 | 214939456002 | 12/20/2021 | 12/21/2021 | 3.55 | SJC Clerk | 104142240 - Office Expense |
| | | | | | \$52.30 | | |
| Office Depot | 120291 | 196040132001 | 10/26/2021 | 12/28/2021 | 45.27 | SJC Assessor | 104146240 - Office Expense |
| Office Depot | 120291 | 202567545001 | 10/26/2021 | 12/28/2021 | 50.28 | SJC Assessor | 104146240 - Office Expense |
| Office Depot | 120291 | 202574579001 | 10/26/2021 | 12/28/2021 | 36.73 | SJC Assessor | 104146240 - Office Expense |
| Office Depot | 120291 | 203926328001 | 10/26/2021 | 12/28/2021 | 27.61 | SJC Clerk | 104142240 - Office Expense |
| Office Depot | 120291 | 212286598002 | 12/27/2021 | 12/28/2021 | 33.12 | SJC Sheriff | 104230240 - Office Expense |
| Office Depot | 120291 | 214898674001 | 12/27/2021 | 12/28/2021 | 101.98 | SJC Recorder | 104144240 - Office Expense |
| Office Depot | 120291 | 214899128001 | 12/27/2021 | 12/28/2021 | 178.69 | SJC Recorder | 104144240 - Office Expense |
| | | | | | \$473.68 | | |
| | | | | | \$525.98 | | |

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|--------------------------------|------------------|----------------|---------------------|--------------|-------------------|-------------------------|--------------------------------------|
| Packard Wholesale Co. | 120243 | INV174812 | 12/21/2021 | 12/21/2021 | 61.15 | SJC Public Health | 255007.610 - Indirect Admin Miscell |
| Packard Wholesale Co. | 120243 | INV176865 | 12/21/2021 | 12/21/2021 | 44.62 | SJC Public Health | 255007.260 - Indirect Admin Buildin |
| Packard Wholesale Co. | 120243 | INV178135 | 12/21/2021 | 12/21/2021 | 175.48 | SJC Aging | 104677323 - Meals - Monticello |
| Packard Wholesale Co. | 120243 | INV178135 | 12/21/2021 | 12/21/2021 | 175.48 | SJC Aging | 104678323 - Meals - Monticello |
| Packard Wholesale Co. | 120243 | INV178379 | 12/21/2021 | 12/21/2021 | 178.72 | SJC Public Health | 255007.260 - Indirect Admin Buildin |
| | | | | | \$635.45 | | |
| Packard Wholesale Co. | 120292 | FCHRG100515 | 12/27/2021 | 12/28/2021 | 15.52 | SJC Aging | 104677323 - Meals - Monticello |
| Packard Wholesale Co. | 120292 | INV174825 | 12/27/2021 | 12/28/2021 | 67.65 | SJC Aging | 104677323 - Meals - Monticello |
| Packard Wholesale Co. | 120292 | INV174825 | 12/27/2021 | 12/28/2021 | 67.65 | SJC Aging | 104678323 - Meals - Monticello |
| Packard Wholesale Co. | 120292 | INV174829 | 12/27/2021 | 12/28/2021 | 44.89 | SJC Aging | 104677323 - Meals - Monticello |
| Packard Wholesale Co. | 120292 | INV174829 | 12/27/2021 | 12/28/2021 | 44.89 | SJC Aging | 104678323 - Meals - Monticello |
| Packard Wholesale Co. | 120292 | INV175694 | 12/27/2021 | 12/28/2021 | 89.28 | SJC Admin Building | 104161260 - Buildings and Grounds |
| Packard Wholesale Co. | 120292 | INV176116 | 12/27/2021 | 12/28/2021 | 987.26 | SJC Admin Building | 104161260 - Buildings and Grounds |
| Packard Wholesale Co. | 120292 | INV176489 | 12/27/2021 | 12/28/2021 | 367.39 | SJC Admin Building | 104161260 - Buildings and Grounds |
| Packard Wholesale Co. | 120292 | INV178353 | 12/27/2021 | 12/28/2021 | 300.00 | SJC Sheriff's Office | 104230350 - State Prisoner Expens |
| Packard Wholesale Co. | 120292 | INV178383 | 12/27/2021 | 12/28/2021 | 311.88 | SJC Aging | 104677325 - Meals - Blanding |
| Packard Wholesale Co. | 120292 | INV178383 | 12/27/2021 | 12/28/2021 | 311.88 | SJC Aging | 104678325 - Meals - Blanding |
| Packard Wholesale Co. | 120292 | INV178386 | 12/27/2021 | 12/28/2021 | 165.98 | SJC Sheriff's Office | 104230350 - State Prisoner Expens |
| Packard Wholesale Co. | 120292 | INV178387 | 12/27/2021 | 12/28/2021 | 234.00 | SJC Sheriff's Office | 104230350 - State Prisoner Expens |
| Packard Wholesale Co. | 120292 | RET103902 | 12/27/2021 | 12/28/2021 | -40.84 | SJC Sheriff's Office | 104230350 - State Prisoner Expens |
| | | | | | \$2,967.43 | | |
| | | | | | \$3,602.88 | | |
| Pick-A-Stitch | 120293 | 2116 | 12/27/2021 | 12/28/2021 | 3,005.00 | SJC ADMIN | 104134140 - Other Employee Benefi |
| | | | | | \$3,005.00 | | |
| Public Employees Heath Program | 120295 | PEHP202112271 | 12/27/2021 | 12/28/2021 | 34.58 | Active Employee Premium | 104230310 - Professional and Tech |
| | | | | | \$34.58 | | |
| Quill Corporation | 120244 | 21333252 | 12/20/2021 | 12/21/2021 | 662.95 | SJC Treasurer | 104143240 - Office Expense |
| Quill Corporation | 120244 | 21338476 | 12/20/2021 | 12/21/2021 | 234.99 | SJC Treasurer | 104143240 - Office Expense |
| | | | | | \$897.94 | | |
| | | | | | \$897.94 | | |
| R.A.D. Systems | 120296 | RAD2021122711 | 12/27/2021 | 12/28/2021 | 75.00 | 22RCT 2693 | 104210210 - Subscriptions and Me |
| R.A.D. Systems | 120296 | RAD2021122711 | 12/27/2021 | 12/28/2021 | 100.00 | 22RCT 3534 | 104210210 - Subscriptions and Me |
| | | | | | \$175.00 | | |
| | | | | | \$175.00 | | |
| Redd's Ace Hardware | 120245 | 847659 | 12/02/2021 | 12/21/2021 | 31.99 | SJC Public Health | 255010.240 - Indirect Health Insp Of |
| Redd's Ace Hardware | 120245 | 848275 | 12/20/2021 | 12/21/2021 | 4.99 | SJC Road | 214414260 - Buildings and Grounds |
| Redd's Ace Hardware | 120245 | 848375 | 12/20/2021 | 12/21/2021 | 55.96 | SJC Road | 214414260 - Buildings and Grounds |
| | | | | | \$92.94 | | |
| Redd's Ace Hardware | 120297 | 848374 | 12/27/2021 | 12/28/2021 | 31.98 | SJC Aging | 104676260 - Buildings and Grounds |
| | | | | | \$124.92 | | |

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 12/16/2021 to 12/29/2021**

| Payee Name | Reference Number | Invoice Number | Invoice Ledger Date | Payment Date | Amount | Description | Ledger Account |
|-------------------------------|------------------|----------------|---------------------|--------------|-------------------|------------------------------------|-------------------------------------|
| RelaDyne West LLC | 120298 | 0786968-IN | 12/27/2021 | 12/28/2021 | 151.51 | SJC Landfill | 574424250 - Equipment Operation |
| RelaDyne West LLC | 120298 | 0788926-IN | 12/27/2021 | 12/28/2021 | 7,232.40 | SJC Landfill | 574424251 - Gas, Oil and Grease |
| | | | | | \$7,383.91 | | |
| | | | | | \$7,383.91 | | |
| Robertson, Mariah | 120299 | MR20211221085 | 12/27/2021 | 12/28/2021 | 45.92 | TRAVEL REIMBURSEMENT | 724581230 - Travel Expense |
| | | | | | \$45.92 | | |
| Rocky Mountain Power | 120246 | RMP2021121708 | 12/21/2021 | 12/21/2021 | 132.78 | 59288636-0037 Mexican Hat TV | 104574270 - Utilities |
| Rocky Mountain Power | 120246 | RMP2021122013 | 12/21/2021 | 12/21/2021 | 53.08 | 59288636-0086 Mex Hat Fire Station | 104225270 - Utilities |
| Rocky Mountain Power | 120246 | RMP2021122013 | 12/21/2021 | 12/21/2021 | 50.27 | 73241784-0038 | 104225270 - Utilities |
| Rocky Mountain Power | 120246 | RMP2021122013 | 12/21/2021 | 12/21/2021 | 42.41 | 59288636-0045 Fire House/AMB | 104225270 - Utilities |
| | | | | | \$278.54 | | |
| | | | | | \$278.54 | | |
| Salt Lake Community College | 120247 | 2021.11.7 | 12/20/2021 | 12/21/2021 | 15.74 | SJC Jail | 104230230 - Travel Expense |
| | | | | | \$15.74 | | |
| San Juan Building Supply Inc. | 120248 | 2112-185413 | 12/20/2021 | 12/21/2021 | 94.77 | SJC Road Dept | 214412250 - Equipment Operation |
| | | | | | \$94.77 | | |
| San Juan Clinic | 120249 | 270R21 | 12/20/2021 | 12/21/2021 | 72.00 | Eric Davis 91170 | 214414620 - Miscellaneous Service |
| San Juan Clinic | 120249 | 7377119 | 12/20/2021 | 12/21/2021 | 109.00 | SJC Sheriff | 104230312 - Medical Expenses |
| | | | | | \$181.00 | | |
| | | | | | \$181.00 | | |
| San Juan County | 120300 | SJC2021122711 | 12/27/2021 | 12/28/2021 | 1,412.56 | TASK FORCE OVERTIME | 104211110 - Salaries and Wages |
| | | | | | \$1,412.56 | | |
| San Juan Health Services | 120250 | 11232021 | 11/23/2021 | 12/21/2021 | 50.00 | SJC Public Health | 255007.260 - Indirect Admin Buildin |
| | | | | | \$50.00 | | |
| San Juan Hospital | 120301 | 7380800 | 12/27/2021 | 12/28/2021 | 1,251.90 | SJC Sheriff Dept | 104230312 - Medical Expenses |
| | | | | | \$1,251.90 | | |
| San Juan Record | 120302 | 160473 | 12/27/2021 | 12/28/2021 | 113.40 | SJC Human Resources | 104114220 - Public Notices |
| San Juan Record | 120302 | 160476 | 12/27/2021 | 12/28/2021 | 46.20 | SJC Admin | 104111220 - Public Notices |
| | | | | | \$159.60 | | |
| | | | | | \$159.60 | | |
| Shumway, Grady | 120251 | GS20211217085 | 12/21/2021 | 12/21/2021 | 371.36 | TRAVEL REIMBURSEMENT | 104230230 - Travel Expense |
| | | | | | \$371.36 | | |
| Simpleview LLC | 120303 | 121721 | 12/27/2021 | 12/28/2021 | 600.00 | SJC Econ Dev and Visitor Services | 104192210 - Subscriptions and Me |
| Simpleview LLC | 120303 | 121721 | 12/27/2021 | 12/28/2021 | 600.00 | SJC Econ Dev and Visitor Services | 104193210 - Subscriptions and Me |
| | | | | | \$1,200.00 | | |
| | | | | | \$1,200.00 | | |

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 12/16/2021 to 12/29/2021**

| <u>Payee Name</u> | <u>Reference Number</u> | <u>Invoice Number</u> | <u>Invoice Ledger Date</u> | <u>Payment Date</u> | <u>Amount</u> | <u>Description</u> | <u>Ledger Account</u> |
|-----------------------------|-------------------------|-----------------------|----------------------------|---------------------|--------------------|-------------------------------------|------------------------------------|
| Snap - On Tools | 120252 | 12142139956 | 12/20/2021 | 12/21/2021 | 117.00 | SJC Road | 214412250 - Equipment Operation |
| | | | | | \$117.00 | | |
| Southeastern Plus LLC | 120253 | 14533 | 07/25/2019 | 12/21/2021 | 200.00 | SJC Road | 214414410 - Road Supplies |
| | | | | | \$200.00 | | |
| Suttlemyre, Gary | 120304 | GS005 | 12/27/2021 | 12/28/2021 | 24.64 | Board Travel Reimbursement | 255007.230 - Indirect Admin Travel |
| | | | | | \$24.64 | | |
| The Bancorp Bank | 120305 | 529243 | 12/27/2021 | 12/28/2021 | 9,991.28 | ROAD LEASE | 214414255 - Equipment Rental |
| | | | | | \$9,991.28 | | |
| U.S. Bank Equipment Finance | 120306 | 460297831 | 12/27/2021 | 12/28/2021 | 286.42 | 1080852 | 104150240 - Office Expense |
| | | | | | \$286.42 | | |
| U.S. Dairy | 120307 | 6965397 | 12/27/2021 | 12/28/2021 | 239.97 | SJC Road | 214414240 - Office Expense |
| | | | | | \$239.97 | | |
| USU | 120254 | A35629-21-01 | 12/21/2021 | 12/21/2021 | 4.99 | SJC Extension Support A35629-584500 | 104610240 - Office Expense |
| USU | 120254 | A35629-21-01 | 12/21/2021 | 12/21/2021 | 119.40 | SJC Extension Support A35629-584500 | 104610210 - Subscriptions and Me |
| USU | 120254 | A35629-21-01 | 12/21/2021 | 12/21/2021 | 163.88 | SJC Extension Support A35629-584500 | 104610220 - Public Notices |
| USU | 120254 | A35629-21-01 | 12/21/2021 | 12/21/2021 | 2,521.82 | SJC Extension Support A35629-584500 | 104610620 - Miscellaneous Service |
| USU | 120254 | A35629-21-04 | 12/21/2021 | 12/21/2021 | 4.99 | SJC Extension Support A35629-584500 | 104610240 - Office Expense |
| USU | 120254 | A35629-21-04 | 12/21/2021 | 12/21/2021 | 44.50 | SJC Extension Support A35629-584500 | 104610230 - Travel Expense |
| USU | 120254 | A35629-21-04 | 12/21/2021 | 12/21/2021 | 93.95 | SJC Extension Support A35629-584500 | 104610610 - Miscellaneous Supplie |
| USU | 120254 | A35629-21-04 | 12/21/2021 | 12/21/2021 | 266.25 | SJC Extension Support A35629-584500 | 104610280 - Telephone |
| USU | 120254 | A35629-21-04 | 12/21/2021 | 12/21/2021 | 5,760.76 | SJC Extension Support A35629-584500 | 104610620 - Miscellaneous Service |
| USU | 120254 | A35629-21-05 | 12/21/2021 | 12/21/2021 | 14.97 | SJC Extension Support A35629-584500 | 104610240 - Office Expense |
| USU | 120254 | A35629-21-05 | 12/21/2021 | 12/21/2021 | 79.50 | SJC Extension Support A35629-584500 | 104610230 - Travel Expense |
| USU | 120254 | A35629-21-05 | 12/21/2021 | 12/21/2021 | 104.82 | SJC Extension Support A35629-584500 | 104610280 - Telephone |
| USU | 120254 | A35629-21-05 | 12/21/2021 | 12/21/2021 | 380.91 | SJC Extension Support A35629-584500 | 104610610 - Miscellaneous Supplie |
| USU | 120254 | A35629-21-10 | 12/21/2021 | 12/21/2021 | 103.07 | SJC Extension Support A35629-584500 | 104610230 - Travel Expense |
| USU | 120254 | A35629-21-10 | 12/21/2021 | 12/21/2021 | 113.63 | SJC Extension Support A35629-584500 | 104610240 - Office Expense |
| USU | 120254 | A35629-21-10 | 12/21/2021 | 12/21/2021 | 153.72 | SJC Extension Support A35629-584500 | 104610610 - Miscellaneous Supplie |
| USU | 120254 | A35629-21-10 | 12/21/2021 | 12/21/2021 | 2,897.61 | SJC Extension Support A35629-584500 | 104610620 - Miscellaneous Service |
| USU | 120254 | A35629-21-11 | 12/21/2021 | 12/21/2021 | 4.99 | SJC Extension Support A35629-584500 | 104610240 - Office Expense |
| USU | 120254 | A35629-21-11 | 12/21/2021 | 12/21/2021 | 102.60 | SJC Extension Support A35629-584500 | 104610220 - Public Notices |
| USU | 120254 | A35629-21-11 | 12/21/2021 | 12/21/2021 | 274.81 | SJC Extension Support A35629-584500 | 104610210 - Subscriptions and Me |
| USU | 120254 | A35629-21-11 | 12/21/2021 | 12/21/2021 | 440.33 | SJC Extension Support A35629-584500 | 104610610 - Miscellaneous Supplie |
| USU | 120254 | A35629-21-11 | 12/21/2021 | 12/21/2021 | 1,427.96 | SJC Extension Support A35629-584500 | 104610230 - Travel Expense |
| USU | 120254 | A35629-21-11 | 12/21/2021 | 12/21/2021 | 2,199.69 | SJC Extension Support A35629-584500 | 104610620 - Miscellaneous Service |
| | | | | | \$17,279.15 | | |
| | | | | | \$17,279.15 | | |
| Utah Taxpayers Association | 120255 | UTA2021121708 | 12/21/2021 | 12/21/2021 | 97.50 | SJC Commission Subscription | 104111210 - Subscriptions and Mem |
| | | | | | \$97.50 | | |

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 12/16/2021 to 12/29/2021**

| <u>Payee Name</u> | <u>Reference Number</u> | <u>Invoice Number</u> | <u>Invoice Ledger Date</u> | <u>Payment Date</u> | <u>Amount</u> | <u>Description</u> | <u>Ledger Account</u> |
|---------------------------|-------------------------|-----------------------|----------------------------|---------------------|---------------------|----------------------------|------------------------------------|
| Valentine, Liberty Ann | 120256 | 2019071815303 | 07/15/2019 | 12/21/2021 | 370.00 | Refund of Bail | 103511000 - Justice Court Fines |
| | | | | | \$370.00 | | |
| Verizon Wireless | 120308 | 9894496583 | 12/27/2021 | 12/28/2021 | 76.79 | 365552000-00001 | 104679280 - Telephone |
| Verizon Wireless | 120308 | 9894496583 | 12/27/2021 | 12/28/2021 | 218.20 | 365552000-00001 | 104672280 - Telephone |
| Verizon Wireless | 120308 | 9895005238 | 12/27/2021 | 12/28/2021 | 53.00 | 265507612-00002 | 104113280 - Telephone |
| Verizon Wireless | 120308 | 9895005247 | 12/27/2021 | 12/28/2021 | 76.80 | 265508079-00001 | 104255280 - Telephone |
| Verizon Wireless | 120308 | 9895005251 | 12/27/2021 | 12/28/2021 | 146.01 | 265508664-00001 | 214414280 - Telephone |
| Verizon Wireless | 120308 | 9895024607 | 12/27/2021 | 12/28/2021 | 8.22 | 465505932-00001 | 104255280 - Telephone |
| Verizon Wireless | 120308 | 9895043883 | 12/27/2021 | 12/28/2021 | 8.22 | 665505466-00001 | 104255280 - Telephone |
| Verizon Wireless | 120308 | 9895053323 | 12/27/2021 | 12/28/2021 | 53.30 | 765507047-00001 | 104112280 - Telephone |
| Verizon Wireless | 120308 | 9895053323 | 12/27/2021 | 12/28/2021 | 156.90 | 765507047-00001 | 104111280 - Telephone |
| | | | | | \$797.44 | | |
| | | | | | \$797.44 | | |
| Wheeler Machinery Company | 120257 | PS001246116 | 12/21/2021 | 12/21/2021 | 62.23 | SJC Road Dept | 214412250 - Equipment Operation |
| Wheeler Machinery Company | 120257 | PS001246908 | 12/21/2021 | 12/21/2021 | 176.56 | SJC Road Dept | 214412250 - Equipment Operation |
| | | | | | \$238.79 | | |
| | | | | | \$238.79 | | |
| Yazzie, Tisheena | 120258 | TY112221 | 11/22/2021 | 12/21/2021 | 40.04 | Reimbursement | 255298.610 - COVID Vaccine Vulner |
| Yazzie, Tisheena | 120258 | TY112221 | 11/22/2021 | 12/21/2021 | 41.89 | Reimbursement | 255061.610 - Tobacco Prevention Mi |
| Yazzie, Tisheena | 120258 | TY121021 | 12/10/2021 | 12/21/2021 | 38.00 | Reimbursement | 255061.610 - Tobacco Prevention Mi |
| | | | | | \$119.93 | | |
| | | | | | \$119.93 | | |
| Young, Lois | 120309 | LY003 | 12/27/2021 | 12/28/2021 | 29.12 | Board Travel Reimbursement | 255007.230 - Indirect Admin Travel |
| | | | | | \$29.12 | | |
| | | | | | \$220,988.67 | | |



Utah Division of Forestry, Fire and State Lands
1594 West North Temple, Suite 3520
P.O. Box 145703
Salt Lake City, UT 84114-5703



**WILDLAND FIRE PROGRAM SUPPORT BUDGET BETWEEN SAN JUAN COUNTY AND UTAH
DIVISION OF FORESTRY, FIRE, & STATE LANDS
FOR CALENDAR YEAR 2022**

| | Professional/Technical | 2021 | 2022 REQUEST | 2022 APPROVED |
|--|-------------------------------|----------|--------------|---------------|
| | Warden Salary | \$48,485 | \$47,682 | |
| | Engine Boss | | | |
| | Assistant Warden | \$12,151 | \$10,244 | |
| | Engine Crew Member | | | |
| | Program Support | | | |
| | Fire Prevention | \$250 | \$250 | |
| | Equipment & Supplies | \$1,000 | \$1,000 | |
| | Fire Tools | \$400 | \$400 | |
| | Training | \$1,200 | \$1,200 | |
| | Uniform Allowance | \$225 | \$225 | |
| | Vehicle mileage | | \$1,300 | |
| | | | | |
| | | | | |
| | TOTALS | \$63,711 | \$62,301 | |

Utah Division of Forestry, Fire and State Lands

Jason Johnson Area Manager

Print Name and Title

Signature

Date

Official County Representative

Print Name and Title

Signature

Date

PURCHASE ORDER

San Juan County

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




| Purchase From | | Deliver To | | Purchase Order | |
|------------------|-----------------------|------------------|---------------------|----------------|------------|
| Vendor Name | Ferno | Deliver To Name | SJ EMS | P. O. No# | EMS010422 |
| Street Address | 70 Well Way | Street Address | 117 S Main | Date | 12/29/2021 |
| City, State, Zip | Wilmington Ohio 45177 | City, State, Zip | Monticello UT 84535 | Your Ref# | |
| Phone: | 937/382/1451 | Phone: | 4355873225 | Our Ref# | |
| Attention To : | | Attention To : | Scott Burgess | Credit Terms | Check |

| Product ID | Description | Quantity | Unit Price | Amount |
|------------|---------------------|----------|------------|------------|
| | ZOLL Montior mounts | 2 | \$1,575.00 | \$3,150.00 |
| | shipping | 1 | \$45.00 | \$45.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |

| | | |
|---------------|--|------------|
| Sub Total | | \$3,195.00 |
| Tax | | Exempt |
| Freight | | |
| Invoice Total | | \$3,195.00 |
| Amount Paid | | |
| Balance Due | | \$3,195.00 |

Approved:

Department Head: 

County Admin: _____

Terms and Conditions:



Quote Prepared For Our Valued Customer:
San Juan County EMS

Account ID:

Quote #: 13394

Customer Contact:

Billing Address:

Shipping Address:

Scott Burgess
435-459-2172

San Juan County EMS

San Juan County EMS

117 South Main

117 South Main

Monticello, UT

Monticello, UT

84535

84535

Terms:

Valid Until: Jan 31, 2022 Freight Quote #:

Carrier: UPS

FOB Origin:

Your Sales Representative is:

Kindra Watson

k.watson@ferno.com

(480) 521-9465

Your Customer Service Contact is:

Karen Boler

k.boler@ferno.com

(877) 733-0911

Item Number

Product Name

Customer Price

Quantity

Total

0480185

D360 ZOLL/PROPAC COMPLETE

\$1575.00

2

\$3150

Hard Copy PO Required? Yes No

Approval: _____

Printed Name

Signature

Subtotal: \$ 3,150.00

Sales Tax: \$ 0.00

Credit Card: _____

Secure Code: _____

Exp: _____

Shipping Quote: \$ 45.00

Comments:

Your Price: \$ 3,195.00



McDonald, Mack <mmcdonald@sanjuancounty.org>

Monticello Cemetery Board Vacancy

1 message

Tanya Lowry <tlowryret@gmail.com>

Thu, Dec 23, 2021 at 6:59 AM

To: "McDonald, Mack" <mmcdonald@sanjuancounty.org>

The Monticello Cemetery Maintenance District would like to recommend Todd Westcott to fill the vacancy on the Cemetery Board. Mr. Westcott comes from a family that cares about the Monticello Cemetery. His grandmother and father served on the board for many years. He is acquainted with the cemetery needs and issues. One present board member, who has worked with him, described him as organized, compassionate and detail oriented. We feel that he would be a positive and contributing board member.



Clerk/Auditor
Lyman W. Duncan
lduncan@sanjuancounty.org

Renewal Form for Retail Beer License

To The Board of County Commissioners, San Juan County, Monticello, Utah

Name NORENE T. NEFF Business Name VALLE'S
Address PO BOX 310216 City MEXICAN HAT State UTAH
Type of License applied for CL CLASS B Driver's License 007997884

- Off Premise Beer retailer - OP Class A - \$250
- Bar Establishment - CL Class B - \$400
- On-Premise Beer - BE Class C - \$400
- Restaurant Beer only - RB Class D - \$250
- Restaurant Limited - RL Class D - \$250
- Restaurant - RE Class D - \$250

Hereby applies for a license renewal to vend light beer at retail for and behalf of VALLE'S

Whose {partners and officers} are:
JESS E NEFF

And who have complied with the statutory requirements and possess the qualifications specified in the Title 32B – Alcoholic Beverage Control Act Liquor Control Act:

State Retail Alcohol License: Y/N YES State License #: 0P00300
 Proximity requirements met: Y/N YES Manager/Employee Training: Y/N Y
 Surety Bond (\$2,500): Y/N YES Floor Plan (copy) Y/N NO
 & Public Liability insurance: Y/N YES Amounts carried: NO

County Business license: Y/N # _____



Clerk/Auditor
Lyman W. Duncan
lduncan@sanjuancounty.org

Renewal Form for Retail Beer License

and all ordinances of San Juan County and request license to be issued for the following particular premises at (VALLE'S) 268 E MAIN MEXICAN HAT UT, 84531 in Utah, for a term of 12 months, commencing the 1st day of January, 2022, and ending the 31 day of December 2022.

It is expressly understood and agreed that the San Juan County Commission may, with or without hearing, refuse to grant the license herein applied for, or if allowed will be granted and accepted by licensee on condition that it may be revoked at the will and pleasure of the San Juan County Commission and no cause therefore need when in their opinion such action is necessary for the protection of the public health, peace or morals, or for violation of law or ordinances relating to beer or the Licensee's conduct of licensed premises.

Dated this 21 day of December, 2021.

Signature of Applicant Therese J Tuff

Approved Y/N by County commission Chair: _____

County Clerk _____

State Of Utah

Department Of Alcoholic Beverage Control

OFF PREMISE BEER RETAILER LIQUOR LICENSE

License Number

OP00388

Effective Date

March 1, 2021 to February 28, 2022

THIS LICENSE MUST BE RENEWED BY

Feb 01, 2021

This license entitles

VALLES INC

License holder

VALLES INC


Located at

268 E MAIN
MEXICAN HAT, UT 84531

**NON
TRANSFERABLE**

**TO OPERATE AN AN OFF PREMISE BEER RETAILER ALLOWING FOR THE STORAGE AND SALE OF
ALCOHOLIC BEVERAGES PURSUANT TO UTAH CODE 32B-7.**

Issued on **February 23, 2021** by the
Utah Alcoholic Beverage Control Commission


Tiffany Clason, Executive Director

This license must be displayed continuously in a prominent place for public view in the licensed premises and may be cancelled for violation of its terms or the provisions of the Utah Alcoholic Beverage Control Act.

This license may not be transferred to any other person, business entity or any other location.

NOTICE: This Certificate must be posted in a conspicuous place.

Certificate of Beer License

To All Who Shall See These Presents

GREETINGS:

No. Class B

Know ye that Valle's Inc

of 268 E Main Mexican Hat San Juan Utah
(Address) (City - Town) (County)

having filed an application wherein it is asserted under oath that applicant has complied with the Liquor Control Act of Utah and ordinances of SAN JUAN COUNTY relating to beer, and having paid to the Treasurer the sum of Four Hundred Dollars,

is licensed to transact business as a Retail Vendor of Beer at San Juan County SAN JUAN COUNTY, for a term of 12 months, commencing the 1 day of January, 20 21, and ending the 31 day of December, 20 21.

This license is accepted by licensee upon the condition that it may be revoked or suspended as is provided by the above mentioned ordinances and Liquor Control Act.

Issued this 5 day of January, 20 21.

ATTEST:

John David Nelson

Clerk or Recorder

[Signature]

(Commission Chairman, Mayor, or Town President)

431 Carr Printing Co., Inc., Bountiful, Utah

This License is Not Transferable

WESTERN SURETY COMPANY, ONE OF AMERICA'S OLDEST BONDING COMPANIES



Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 71287620 briefly described as RESTAURANT LIQUOR COUNTY OF SAN JUAN

for VALLES TRADING POST

_____ , as Principal,

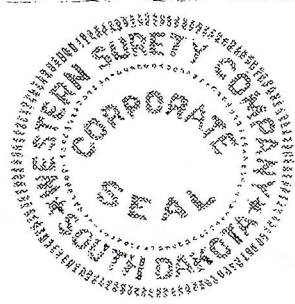
in the sum of \$ TWO THOUSAND FIVE HUNDRED AND NO/100 Dollars, for the term beginning

January 01 , 2021 , and ending December 31 , 2021 , subject to all

the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 24th day of November , 2020 .



WESTERN SURETY COMPANY

By Paul T. Bruhat
Paul T. Bruhat, Vice President

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.

WESTERN SURETY COMPANY, ONE OF AMERICA'S OLDEST BONDING COMPANIES

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruffat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One RESTAURANT LIQUOR COUNTY OF SAN JUAN

bond with bond number 71287620

for VALLES TRADING POST

as Principal in the penalty amount not to exceed: \$2,500.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

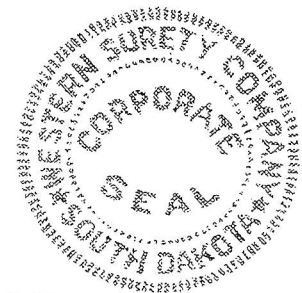
Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President Paul T. Bruffat with the corporate seal affixed this 24th day of November, 2020

ATTEST

L. Nelson
L. Nelson, Assistant Secretary

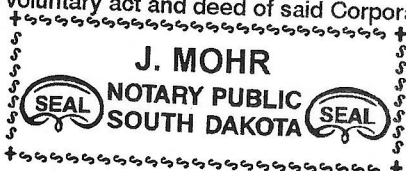
WESTERN SURETY COMPANY
By Paul T. Bruffat
Paul T. Bruffat, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } SS

On this 24th day of November, 2020, before me, a Notary Public, personally appeared Paul T. Bruffat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



J. Mohr
Notary Public

My Commission Expires June 23, 2021

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



San Juan County
117 South Main Street
PO Box 338
Monticello UT 84535
(435) 587-3223

Receipt No: 18468
Receipt Date: 12/22/2021
Time of Receipt: 12/22/2021 07:32 AM

| | |
|-------------------------|-----------------|
| Valles Inc Beer License | 400.00 |
| | <u>\$400.00</u> |
| Check: 6074 | 400.00 |
| | <u>\$400.00</u> |

VALLES INC
PO BOX 310216
MEXICAN HAT, UTAH 84531

ZIONS BANK. | WE HAVEN'T FORGOTTEN WHO KEEPS US IN BUSINESS®
1-800-974-8800
zionsbank.com

6074

31-5/1240

PAY TO THE ORDER OF San Juan County DATE 12-21-21

Four Hundred \$ 400.00

FOR Beer license no 1102 DOLLAR S

Norene J Tuff

⑈00006074⑈ ⑆124000054⑆ 566301818⑈



Clerk/Auditor Item 6.
Lyman W. Duncan
lduncan@sanjuancounty.org

Renewal Form for Retail Beer License

To The Board of County Commissioners, San Juan County, Monticello, Utah

Name Julie Sword Business Name San Juan Inn & Trading
Address PO 310276 City MEXICAN HAT State UT POST

Type of License applied for OFF PREMISE BEER Driver's License UT 012748559 INC

- Off Premise Beer retailer - OP Class A - \$250 Retailer
- Bar Establishment - CL Class B - \$400 Class A
- On-Premise Beer - BE Class C - \$400
- Restaurant Beer only - RB Class D - \$250
- Restaurant Limited - RL Class D - \$250
- Restaurant - RE Class D - \$250

Hereby applies for a license renewal to vend light beer at retail for and behalf of San Juan Inn & TP, inc

Whose {partners and officers} are:
Julie Sword Sec/treas
Matthew Sword President
Luke Sword VP

And who have complied with the statutory requirements and possess the qualifications specified in the Title 32B – Alcoholic Beverage Control Act Liquor Control Act:

State Retail Alcohol License: Y/N _____ State License #: _____
Proximity requirements met: Y/N YES Manager/Employee Training: Y/N YES
Surety Bond (\$2,500): Y/N _____ Floor Plan (copy) Y/N YES
& Public Liability insurance: Y/N YES Amounts carried: _____

County Business license: Y/N # _____



Nationwide Mutual Insurance Co
 1100 Locust Street, Dept. 2006
 Des Moines, IA 50391-2006
 Phone: 866-387-0457
 Email: bondcomm@nationwide.com

Item 6.

Bond Continuation Certificate

Nationwide Mutual Insurance Company, hereinafter called Company, in consideration of an Agreed Premium hereby continues in force Bond Number 7900351880

Bond Description License and Permit - 3rd Party Obligation
 Beer License
 in the sum of \$2,500.00

on behalf of Julie Sword
 PO Box 310276
 Mexican Hat, UT 84531

in favor of San Juan County, Utah

for the extended term beginning 12:00:00 a.m. January 1, 2022

and ending 11:59:59 p.m. December 31, 2022

subject to all terms, conditions and limitations contained in the original bond.

This continuation certificate is executed upon the express condition that the Company's liability under the bond and all continuation certificates issued shall not be cumulative and shall in no event exceed in the aggregate the largest single amount stated on the original bond, any rider attached thereto, of any continuation certificate.

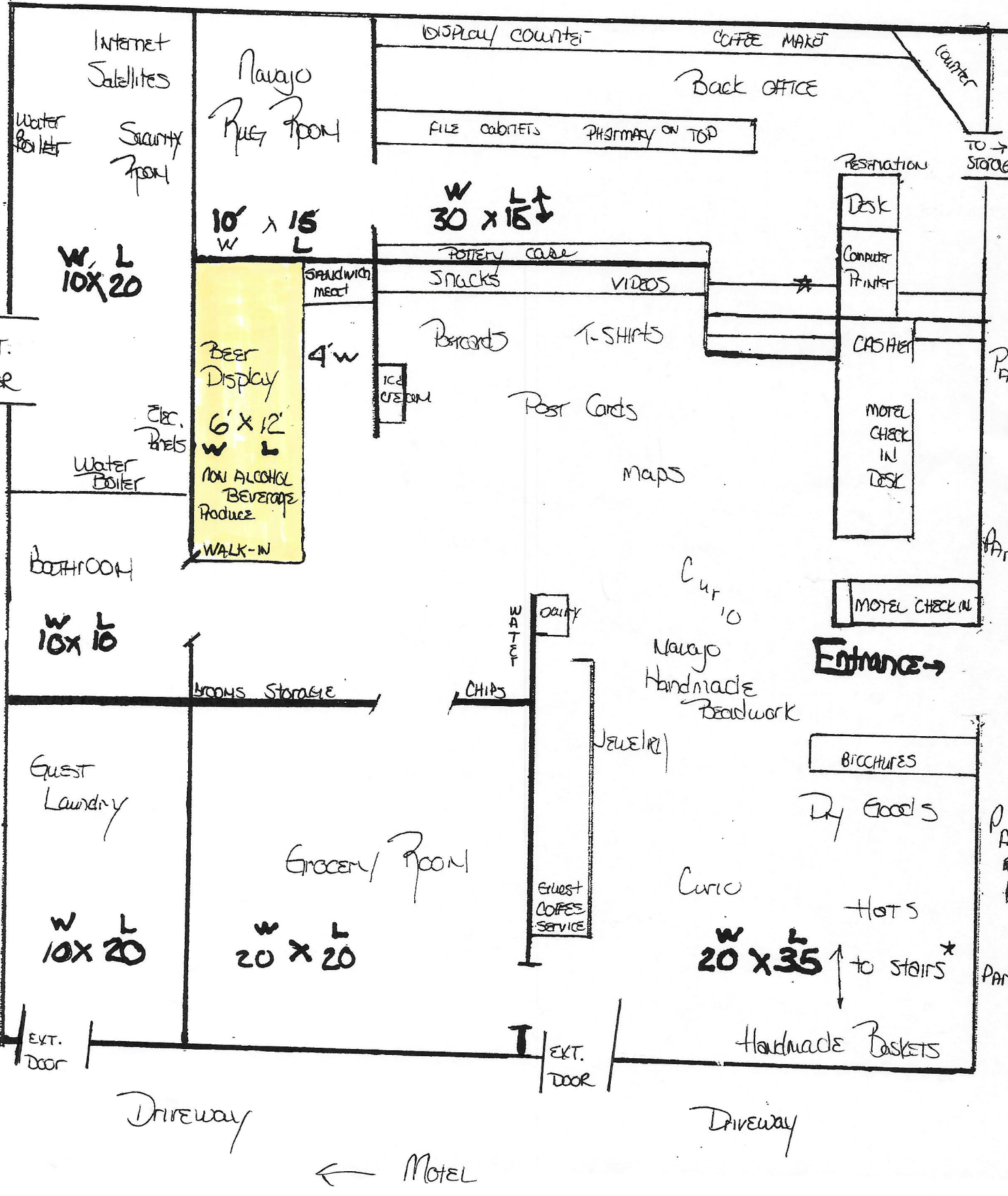
SIGNED, SEALED AND DATED October 2, 2021

NATIONWIDE MUTUAL INSURANCE COMPANY

By: Elizabeth Moore
 Elizabeth Moore, Attorney-In-Fact



Continuation Certificate
 The Original Certificate is to be filed with the Obligee Named.





Certificate of Completion

Awarded to

Julie Patricia Palmer

For successfully completing the

State of Utah Alcohol E.A.S.Y. Course



chd65-i04873h

Certificate Verification Number

Verify at www.statefoodsafety.com/Verify

Dec 12, 2018

Issue Date (valid for 5 years)

Apr 28, 1955

Certificate Holder Birth Date

Bryan Chapman, CCFS, CP-FS
CEO, StateFoodSafety



Congratulations!

You have successfully completed the StateFoodSafety Online
Alcohol E.A.S.Y. Training Course.
This certificate provides proof of training for the State of Utah.

Please retain a copy for your records.

Utah Department of Health
P.O. Box 141010
Salt Lake City, Utah 84114-1010





Utah Department of Human Services
Division of Substance Abuse and Mental Health
Service type: 'Off Premise'

Card Number : 283539
Full Name : Jody E Sword
Cert Date : 12/09/2018
Exp Date : *12/09/2023
Trainer : Vernon Stout

*This does not guarantee certification, check www.dsamh.utah.gov for current Trainee standing.



Utah Department of Human Services
Division of Substance Abuse and Mental Health
Service type: 'Off Premise'

Card Number : 16076
Full Name : Matthew Sword
Cert Date : 12/10/2018
Exp Date : *12/10/2023
Trainer : Vernon Stout

*This does not guarantee certification, check www.dsamh.utah.gov for current Trainee standing.

UTAH Off-Premise

SELLER / SERVER CERTIFICATION

Trainee Name: Donna Benally

School Name: 360training.com

Date of Completion: 12/06/2018

Certification # UT-OFF-0002595

Certificate Expiration Date: 12/05/2023

I, Donna Benally

Certify that the above named person successfully completed an approved Learn2Serve Seller/Server course.

This certificate expires 5 years after the completion date unless otherwise mandated. Please forward all questions to support@360training.com.



Corporate Headquarters
6801 N Capital of Texas Hwy, Suite 150
Austin, TX 78731
P: 877.881.2235

Certificate of Completion



VELMA TSSIE

Has diligently and with merit completed the
Utah Alcohol Training & Education Seminar for Off Premise Servers on 12/13/2018
from the American Safety Council.


Instructor: Taylor Sikes

NOTICE: This Certificate must be posted in a conspicuous place.

Certificate of Beer License

To All Who Shall See These Presents

GREETINGS:

No. _____ Class A _____

Know ye that San Juan Inn & Trading Post

of 163 and the San Juan River Mexican Hat San Juan Utah
(Address) (City - Town) (County)

having filed an application wherein it is asserted under oath that applicant has complied with the Liquor Control Act of Utah and ordinances of SAN JUAN COUNTY relating to beer, and having paid to the Treasurer the sum of Two Hundred Fifty Dollars,

is licensed to transact business as a Retail Vendor of Beer at San Juan County, Utah, in strict accordance with the Liquor Control Act of Utah and the ordinances of SAN JUAN COUNTY, for a term of 12 months, commencing the 1 day of January, 20 21, and ending the 31 day of December, 20 21.

This license is accepted by licensee upon the condition that it may be revoked or suspended as is provided by the above mentioned ordinances and Liquor Control Act.

Issued this 5 day of January, 20 21.

ATTEST:

John David Nelson
Clerk or Recorder

[Signature]
(Commission Chairman, Mayor, or Town President)

431 Carr Printing Co., Inc., Bountiful, Utah This License is Not Transferable

License #: 2020-14



Commencing on: 08/21/2020

Expires: 08/21/2021

San Juan County Business License

By Authority of the Board of County Commissioners of San Juan County, State of Utah
San Juan Inn & Trading Post
of US-163 & San Juan Dr, Mexican Hat, UT, 84531

has been granted this license in conformity with the Laws of the State of Utah, authorizing County Commissioners to grant Licenses and an Ordinance passed by the Board of Commissioners of San Juan County, dated 19 May 2020 to carry on the business of Room rentals, homemade goods, groceries in San Juan County, State of Utah.

Given under my hand and seal on 08/21/2020.

John David Nielsen, County Clerk

By: _____

John David Nielsen



COMMISSION STAFF REPORT

MEETING DATE: January 4, 2022

ITEM TITLE, PRESENTER: Approval of \$7,320 Community Library Enhancement Funds (CLEF) contract, Nicole Perkins, Library Director

RECOMMENDATION: Approval of contract

SUMMARY

Contract provides Grant funds from the State Library Division (USL) for: Collection development, technology for public use, community programs, retrofitting the library building for ADA compliance.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

\$7,320 in grant funds



STATE OF UTAH CONTRACT

- 1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah: **Department of Heritage and Arts, Agency Code: 710, State Library Division**, referred to as **USL** and/or **STATE**, and **San Juan County Library System**, referred to as **GRANTEE**

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

- LEGAL STATUS OF GRANTEE
- Sole Proprietor
 - Non-Profit Corporation
 - For-Profit Corporation
 - Partnership
 - Government Agency

Contact Person: Nicole Perkins
 Phone Number: (435) 678-2335
 Email: nperkins@sanjuancounty.org
 Vendor ID # 06866HK

Commodity Code # 99999

- 2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide Community Library Enhancement Funds (CLEF) for the development of local public library services.
- 3. PROCUREMENT: This contract is entered into as the result of the procurement process on RX# N/A, FY N/A, Bid #N/A, a pre-approved sole source authorization (from the Division of Purchasing) SS# N/A, or other method: Certified Public Library status.
- 4. CONTRACT PERIOD: Effective Date: 07/01/2021 Termination Date: 06/30/2022, unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A. **This Agreement must be returned to USL with all required GRANTEE initials and/or signatures by 01/10/2022.**
- 5. CONTRACT COSTS: GRANTEE will be paid a maximum of \$ 7320 for costs authorized by this contract. Prompt Payment Discount (if any): N/A. Additional information regarding costs: N/A.
- 6. ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:
 Attachment A - Standard Terms & Conditions for Grants
 Attachment B – Scope of Work and Special Provisions
 Other Attachments: The following attachments are required documents and are included in the total documentation for Contract, though received at different times during the effective dates of Contract.

- CLEF Final Report

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

- 7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
 - a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - b. Utah State Procurement Code, Procurement Rules, and GRANTEE'S response to Bid # N/A , dated N/A.
- 8. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms. Further, that Contractor is registered with the Utah Department of Commerce and is in good standing.

The parties sign and cause this contract to be executed. This contract is not fully executed until the State of Utah Approving Authorities have signed this contract.

**Contract between USL and Utah Dept of Cultural and Community Engagement
CONTRACT #**

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

GRANTEE

STATE

Manager, Mayor, or County Council/Commission Rep

Director, State Library Division

Library Board Chair

N/A - Grant
Director, Division of Purchasing

Library Director

Director, Division of Finance

Clerk/Auditor

Agency Contact for questions during the contract process.

Rachel Cook
Agency Contact

801-715-6722
Phone Number

801-715-6767
Fax Number

rcook@utah.gov
Email

Contract between USL and Utah Dept of Cultural and Community Engagement
CONTRACT #

ATTACHMENT A

STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR GRANTS

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

8. **INDEMNITY:** Grantee shall be fully liable for the actions of its agents, employees, officers, partners, and SubGrantees, and shall fully indemnify, defend, and save harmless the State from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Grantee's performance of this Contract caused by any intentional act or negligence of Grantee, its agents, employees, officers, partners, or SubGrantees, without limitation; provided, however, that the Grantee shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the State. The parties agree that if there are any limitations of the Grantee's liability, including a limitation of liability clause for anyone for whom the Grantee is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
9. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract.
11. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
12. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any SubGrantees. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Grantee acknowledges that within thirty (30) days of contract award, Grantee must submit proof of certificate of insurance that meets the above requirements.
13. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public documents, and may be available for distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that the Grantee's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.
 - a. Grantee may designate certain business information as protected under GRAMA pursuant to Utah Code Section 63G-2-305 and 63G-2-309. It is Grantee's sole responsibility to comply with the requirements of GRAMA as it relates to information regarding trade secrets and information that should be protected under business confidentiality.
14. **PAYMENT:** The acceptance by Grantee of final payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to the Grantee. The State's payment shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State may have against Grantee.

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

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

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

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

attempting to limit the liability of Grantee or limits the rights of the State must be in writing and attached to this Contract or it is rendered null and void.

26. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
27. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
28. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 30 March 2016)

Contract between USL and Utah Dept of Cultural and Community Engagement
CONTRACT #

ATTACHMENT B
SCOPE OF WORK AND SPECIAL PROVISIONS

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

THEREFORE, the parties agree as follows:

1. **This Agreement must be returned to USL with all required GRANTEE signatures by 01/10/2021.** Any exceptions must be arranged in writing via email to ffischer@utah.gov.
2. The effective dates of Contract shall be from 07/01/2021 through 06/30/2022, unless terminated sooner in accordance with the terms and conditions herein.
3. The amount payable to GRANTEE by USL for the performance of activities outlined in this Agreement shall not exceed \$7320.
4. This Agreement may be terminated with or without cause by either party with 60 days prior written notice. Upon termination of this Agreement, all accounts and payments for services rendered prior to the termination date will be processed according to established financial procedures.
5. Communication between Agreement agencies shall be directed to those individuals appointed by each agency. Any information or other correspondence regarding this Agreement shall be forwarded through the designated contact person. These individuals are as follows:

USL Contact: Rachel Cook, rcook@utah.gov, 801-715-6722

GRANTEE Contact: Nicole Perkins, nperkins@sanjuancounty.org, (435) 678-2335

SCOPE OF WORK:

1. In fulfilling its responsibilities hereunder GRANTEE shall:
 - (a) Comply with the standards for elements of public library service as specified in *Standards for Utah Public Libraries* in effect as of January 1, 2020.
 - i. **LOCAL GOVERNMENT SUPPORT:** In order to continue to receive CLEF funds in the future, at least 65% of the library's total operating revenues must come from jurisdictional tax revenues in order for the jurisdiction to be eligible for CLEF. (*Standards for Utah's Public Libraries*, Standard #9)
 - (b) Expend CLEF funds only for the following purposes:
 - 1- **Collection Development** (for example: children's materials, digital media materials, online resources, materials in another language, special new collections, enhanced current collections).
 - 2- **Technology For Public Use** (for example: public access computing, library catalogs, online resources, technology training, Wi-Fi, other technology that can be used by patrons).
 - 3- **Programming** (for example: community outreach programs, any programs sponsored by the library, on or off site).
 - 4- **Retrofitting the Library Building for ADA Compliance** (If you plan to use CLEF monies in this category, you **MUST** contact the grants coordinator before beginning your project.)

CLEF funds shall not be used as match for Federal LSTA grants and shall not replace local funding.

**Contract between USL and Utah Dept of Cultural and Community Engagement
CONTRACT #**

- (c) Please indicate on the following lines what you plan to purchase with CLEF Grant funds for your library:

- (d) Expend the total CLEF funds shown below in accordance with the provisions of this Contract by June 30, 2022, and complete and submit the COMMUNITY LIBRARY ENHANCEMENT FUND Report to USL by September 15, 2022. This report should be submitted online and is found at <https://ut.countingopinions.com/login.php>.

The CLEF Fund Report for the previous State fiscal year must be submitted to the State Library before funds will be provided under the current Contract. GRANTEE also agrees to make library financial records available for audit or inspection, if requested. For additional information regarding CLEF, please refer to library.utah.gov/clef.

2. AGREEMENT AMOUNTS and SCHEDULE OF PAYMENT:

The USL shall pay GRANTEE amount as indicated previously in Attachment B, paragraph 3.

The aforementioned amount is payable once the Contract is received by USL with all signatures and is processed accordingly. One completed copy of the Contract will be returned to the GRANTEE along with their fund check. Please note that this process may take several weeks to complete.



SAN JUAN COUNTY DISCLOSURE STATEMENT

TO: ALL SAN JUAN COUNTY OFFICERS, VOLUNTEERS, BOARD MEMBERS, AND EMPLOYEES (COVERED PERSONS*)

FROM: HUMAN RESOURCES FOR SAN JUAN COUNTY

SUBJECT: STATUTORY ETHICAL AND DISCLOSURE REQUIREMENTS

All San Juan County covered persons* must be aware of and abide by a Utah law which prohibits, or requires disclosure of certain actual or potential conflicts of interest between public duties and private business interests, if any. The County Officers and Employees Disclosure Act (§§ 17-16a-1, et seq., U.C.A., 1953 as amended) sets the following requirements:

PROHIBITED ACTS:

1. No covered person shall (1) use a County position* for private advantage by revealing confidential, controlled, private or protected information gained through that position, (2) use his or her County position to secure special privileges, or (3) accept other investment or employment that would reasonably be expected to interfere with the ethical performance of his or her public duties.
2. No covered person shall knowingly receive, accept, take, seek or solicit, directly or indirectly, any gift or loan for him or herself or another if:
3. The gift or loan would reasonably tend to influence him or her in the performance of official duties, or (2) the donor has been, is, or may become involved in any official county business. Exceptions to subparagraph (2) are occasional non-money gifts of a value less than \$50.00; public awards; bona fide business loans; or campaign contributions actually used in a political campaign. Paid San Juan County officers and employees are prohibited from accepting any gifts of more than nominal value.
4. No covered person, acting in a county position, may accept payment for helping a private person or business in any transaction with the county. Payment may be accepted if the transaction is not in the covered person's official capacity and disclosure is made as set forth below.
5. A covered person may not be involved with any private business which is regulated by the county, may not be involved in any transaction between their private business interests and the county, and may not be involved in any other actual or potential conflict of interest unless the nature and extent of the private business interest(s) are disclosed as explained below.

DISCLOSURE:

1. Any covered person who receives payment for helping a private person or business in a transaction with the county must disclose the payment.
2. Any covered person involved in a private business which is subject to county regulation must disclose that involvement. If the regulation is made by the agency or board of which the officer or employee is a member, disclosure must be made at each meeting in which the officer's or employee's business is discussed. Such oral disclosures shall be made part of the minutes of the meeting.
3. Any covered person involved with a private business that does or anticipates doing business with the county must disclose that involvement.
4. Any covered person who has a personal or business interest of any kind which raises an actual or potential conflict of interest with his or her position must disclose that interest.
5. All written disclosures must be sworn statements containing the information required above and be in a form similar to that on the reverse side of this document. All such statements are public records, open to public inspection. All disclosures must be made as follows: Orally in any meeting of a county agency, board or division where a transaction is discussed involving a matter in which the covered person has an interest. In writing when the conflict first arises. The general written disclosure must also be re-filed every January of each year that the outside interest persists. The written disclosure is filed through the covered person's chain of command to the immediate supervisor, volunteer or community liaison, division director, department head or elected official, and county council.

Completing this form does NOT assure compliance with all disclosure requirements of the County Officers and Employees Disclosure Act. Violation of these provisions may subject the covered person to disciplinary action or criminal prosecution. Any violations will be thoroughly investigated and prosecuted. Please be aware that this document is a shortened and simplified statement of the legal requirements involved in this area. **YOUR CONDUCT WILL BE GOVERNED BY THE LAW, NOT THIS REVIEW.** Feel free to direct any questions regarding the law's ethical and disclosure requirements to the Civil Division of the Office of the District Attorney.

**See definition of "covered person" and "position"*

**SAN JUAN COUNTY UTAH
ORDINANCE NO 2021-11A**

AN ORDINANCE AMENDING ORDINANCE 2021-11 OF THE SAN JUAN COUNTY BOARD OF COMMISSIONERS REDISTRICTING THE BOARD OF COMMISSION AND SCHOOL BOARD VOTING DISTRICTS AS REQUIRED BY UTAH STATUTE.

WHEREAS, pursuant to Utah Code Annotated §20A-5-303. Duties of the County and Municipal Legislative Bodies Section establishing, dividing, abolishing, and changing Voting Districts -- Common polling places -- Combined voting districts; and

WHEREAS, based upon the results of the Decennial Census, in the event that any Districts need to be redrawn, changes of which shall comply with State and Federal law meeting constitutional requirements, including the same requirements and limitations imposed upon the County by the U.S. District Court for the District of Utah when it mandated redistricting of County Commission and School Board Districts in the case of *Navajo Nation et al. v. San Juan County, Civ. No. 2:12-CV-0039-RJS*; and

WHEREAS, on or about April 26, 2021, the United States Census Bureau published the most recent Decennial Census report; and

WHEREAS, on August 17, 2021, San Juan County executed a contract with William Cooper at the request of the Board of San Juan County Commissioner to assist the County in consulting, establishing, to divide, abolish, and change voting districts if the population changes in the Decennial Census warrants that our voting districts need to be adjusted to satisfy the population, compactness, contiguity, minority representation, community of interests are still in compliance with one person one vote principles and those of the Voting Rights Act; and

WHEREAS, William Cooper has presented the map options on October 14, October 29, November 13 in Public Meetings, on November 30th during the Virtual Public Hearing specifically to present the maps along with his independent consultation regarding viability; and

WHEREAS, William Cooper has been willing to review redistricting maps recommended by the County Clerk/Auditor's Office, the Navajo Nation's Human Rights' preferences, the San Juan County School Board recommended adjustments and any other map or suggested maps; and

WHEREAS, during the COVID Pandemic, County staff has solicited comments both virtually, in-person during public comment periods of the San Juan County Commission Meetings, through a form created on the County website, through emails with the Navajo Nation Chapters, through the County Elections Navajo Speaking Liaisons who presented the comment forms and solicited comments in Navajo to the Utah Chapters of the Navajo Nation and in a presentation to the School Board and the Utah Navajo Commission; and

WHEREAS, the San Juan County Board of Commissioners, after soliciting input from affected school districts in San Juan County, input from the general public, including political representatives from Cities and Towns within San Juan County, the Navajo Nation and all citizens wishing to provide input, has provided recommendations for redistricted voting precinct maps for its consideration; and

WHEREAS, the San Juan County Board of Commissioners, acting in its capacity as county legislative body for San Juan County, now intends to adopt plans redistricting Commission Districts 1, 2 and 3 as well as local School Districts 1, 2, 3, 4 and 5 located within San Juan County whose boundaries encompass more than a single municipality as required by and in a manner consistent with the applicable legal requirements of Federal and State law; and

WHEREAS, San Juan County acknowledges the participation of Grand County and the redistricting of the Grand School District portions within the portion of San Juan County which is divided along Spanish Valley Drive and the La Sal Mountain Loop Road, with the eastern part belonging to Grand School Board District 1 and the western part belonging to Grand School Board District 5 of which Grand County is responsible for redistricting; and

WHEREAS, within 30 days after the establishment, division, abolition, or change of a voting precinct, the San Juan County Board of Commissioners shall file with the Utah Geospatial Resource Center, created under Section 63A-16-505, a notice describing the action taken and specifying the resulting boundaries of each voting precinct affected by the action.

WHEREAS, the Board of San Juan County Commissioners Passed, Adopted and Approved the San Juan County Commission Districts as indicated in "Attachment A" by adopting Ordinance 2021-11; and

WHEREAS, this ordinance shall become effective fifteen (15) days after its passage and upon at least one publication of the ordinance or a summary thereof in a newspaper published and having general circulation in San Juan County.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE COUNTY LEGISLATIVE BODY OF SAN JUAN COUNTY, UTAH, THAT: the Board of San Juan County Commissioners

PASSED, ADOPTED, AND APPROVED the amendment and Redistricted Map incorporated within as "Attachment B", **San Juan School Board Districts**, by the Board of San Juan County Commissioners this 4th day of January 2022, by the following vote:

Those voting aye:

Those voting nay:

Those absent or abstaining:

BOARD OF SAN JUAN COUNTY COMMISSIONERS

Willie Grayeyes, Chair

ATTEST:

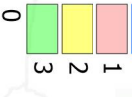
Lyman Duncan, Clerk/Auditor

####

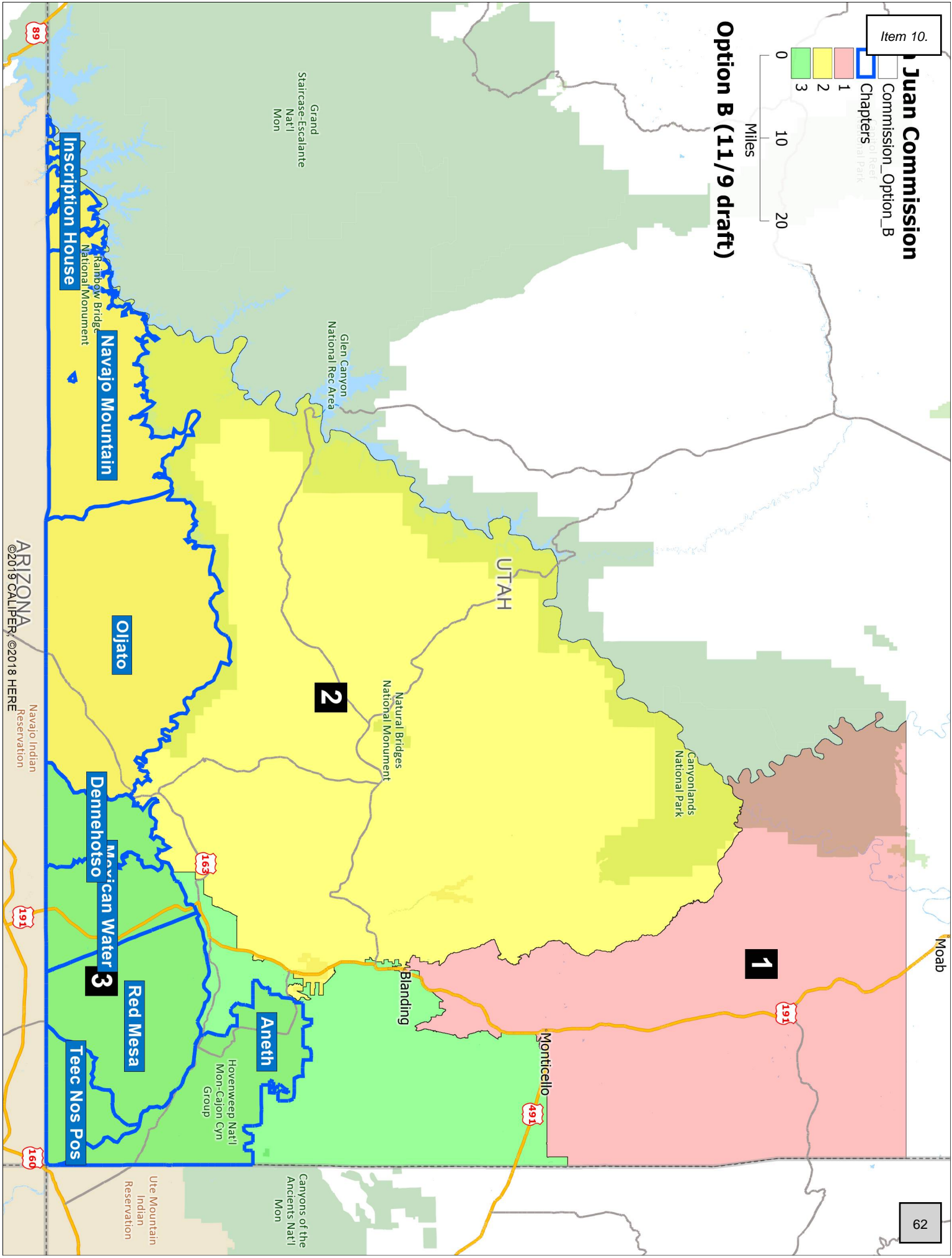
Attachment A
San Juan County Commission Districts

Juan Commission

Commission_Option_B
Chapters



Option B (11/9 draft)

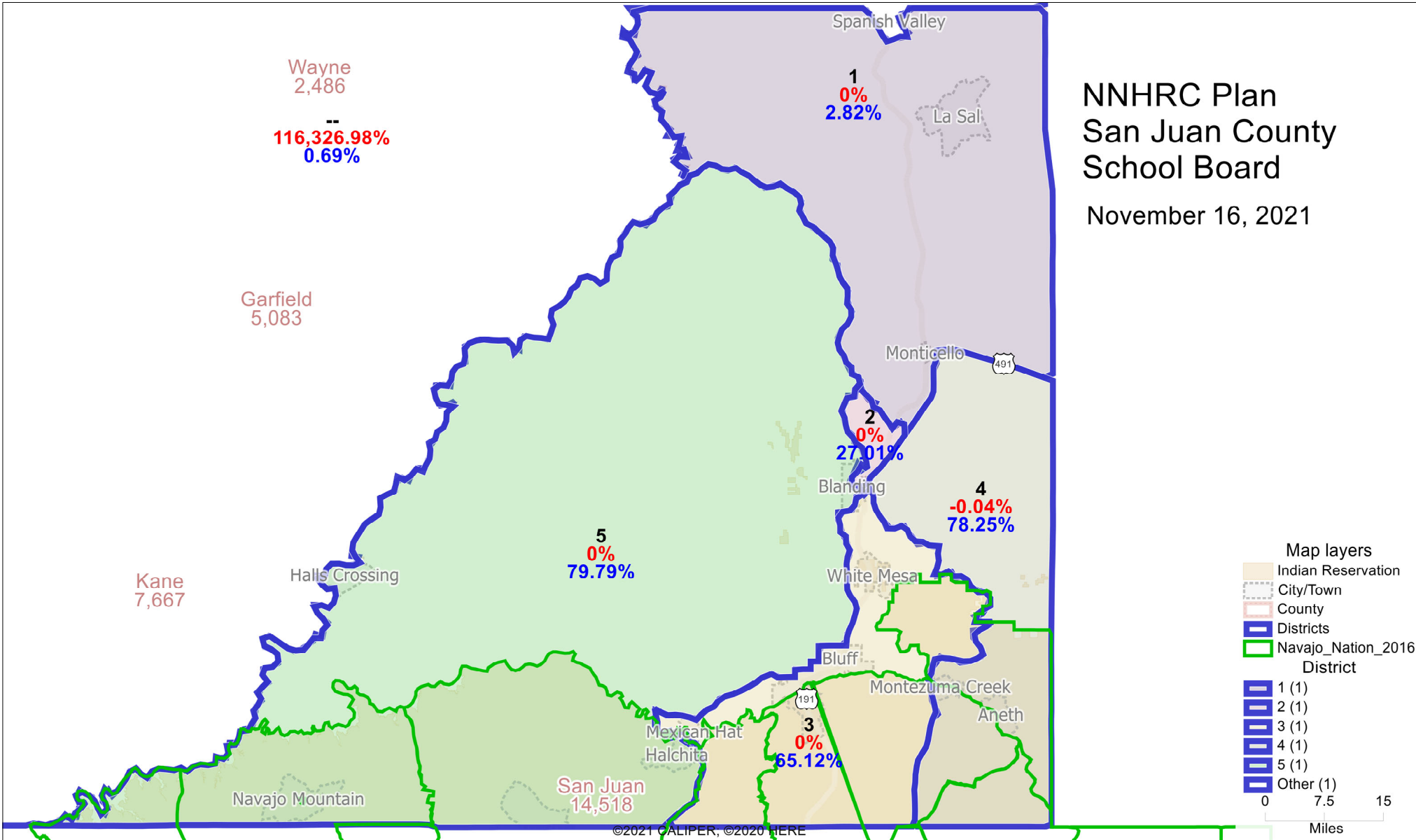


Population Summary Report

San Juan County, UT – Option B Commission Plan -- 2020 Census (11/9 draft)

| District | Population | Deviation | % Deviation | Single-race Indigenous | % Single-race Indigenous | Any Part Indigenous | % Any Part Indigenous | Latino | % Latino | NH White | % NH White |
|------------------------|--------------|----------------------|------------------------|---------------------------|-----------------------------|------------------------|--------------------------|------------|--------------|--------------|-------------------|
| 1 | 4837 | -2 | -0.04% | 360 | 7.44% | 471 | 9.74% | 461 | 9.53% | 3851 | 79.62% |
| 2 | 4840 | 1 | 0.02% | 3268 | 67.52% | 3357 | 69.36% | 176 | 3.64% | 1210 | 25.00% |
| 3 | 4841 | 2 | 0.04% | 3650 | 75.40% | 3755 | 77.57% | 110 | 2.27% | 977 | 20.18% |
| Total | 14518 | | | 7278 | 50.13% | 7583 | 52.23% | 747 | 5.15% | 6038 | 41.59% |
| Total Deviation | | | 0.08% | | | | | | | | |
| District | 18+_Pop | 18+ SR Indigenous | % 18+ SR Indigenous | 18+ NH AP Indigenous | % 18+ NH AP Indigenous | 18+ AP Indigenous | % 18+ AP Indigenous | 18+_Latino | % 18+_Latino | 18+ NH White | % 18+ NH White |
| 1 | 3395 | 236 | 6.95% | 266 | 7.84% | 291 | 8.57% | 305 | 8.98% | 2739 | 80.68% |
| 2 | 3399 | 2251 | 66.23% | 2283 | 67.17% | 2300 | 67.67% | 105 | 3.09% | 919 | 27.04% |
| 3 | 3548 | 2645 | 74.55% | 2673 | 75.34% | 2695 | 75.96% | 68 | 1.92% | 765 | 21.56% |
| Total | 10342 | 5132 | 49.62% | 5222 | 50.49% | 5286 | 51.11% | 478 | 4.6% | 4423 | 42.77% |

Attachment B
San Juan School Board Districts



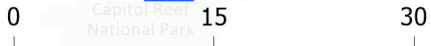
**Navajo Nation Human Rights Commission
San Juan County School Board Plan
November 16, 2021**

Item 10.

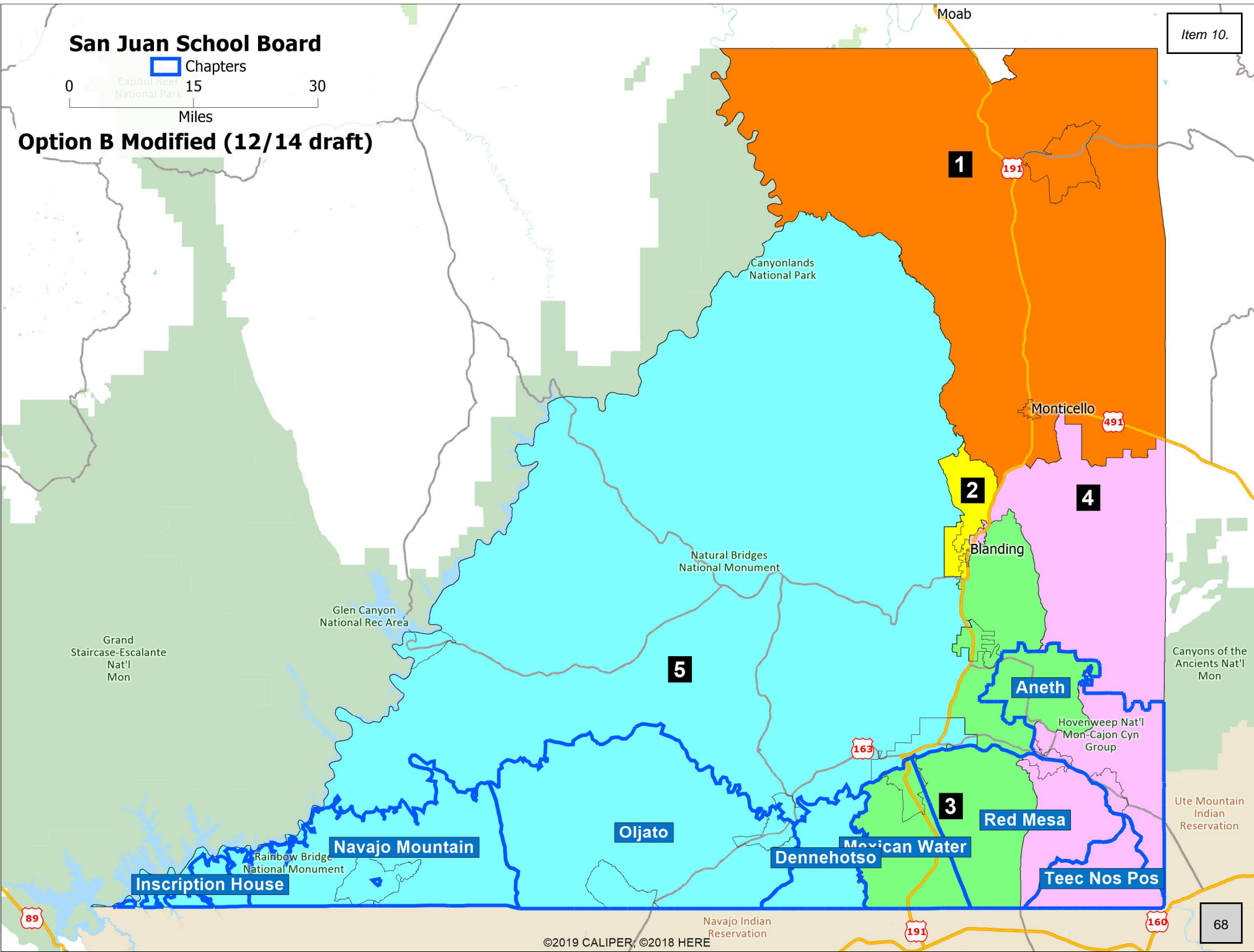
| District | Population | Deviation | % Deviation | NH_Ind | % NH_Ind | NH18+_Ind | % NH18+_Ind | AP_Ind | % AP_Ind | 18+_Pop | % 18+_Pop | Hispanic Origin | % Hispanic Origin | NH_Wht | % NH_Wht |
|----------|------------|-----------|-------------|--------|----------|-----------|-------------|--------|----------|---------|-----------|-----------------|-------------------|--------|----------|
| 1 | 2,798 | 0 | 0.00% | 95 | 3.40% | 57 | 2.82% | 186 | 6.65% | 2,018 | 72.12% | 336 | 12.01% | 2,241 | 80.09% |
| 2 | 2,798 | 0 | 0.00% | 756 | 27.02% | 501 | 27.01% | 854 | 30.52% | 1,855 | 66.30% | 140 | 5.00% | 1,789 | 63.94% |
| 3 | 2,798 | 0 | 0.00% | 1,849 | 66.08% | 1,294 | 65.12% | 1,923 | 68.73% | 1,987 | 71.02% | 114 | 4.07% | 728 | 26.02% |
| 4 | 2,797 | -1 | -0.04% | 2,185 | 78.12% | 1,608 | 78.25% | 2,267 | 81.05% | 2,055 | 73.47% | 51 | 1.82% | 487 | 17.41% |
| 5 | 2,798 | 0 | 0.00% | 2,281 | 81.52% | 1,623 | 79.79% | 2,332 | 83.35% | 2,034 | 72.69% | 74 | 2.64% | 323 | 11.54% |

San Juan School Board

Chapters



Option B Modified (12/14 draft)



Population Summary Report

San Juan County, UT – Option B Modified

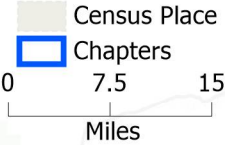
School Board Plan -- 2020 Census (12/14 draft) -- modifying Eastland area -- no changes to D3 and D5

| District | Population | Deviation | % Deviation | Single-race Indigenous | % Single-race Indigenous | Any Part Indigenous | % Any Part Indigenous | Latino | % Latino | NH White | % NH White |
|--------------|--------------|-----------|-------------|---------------------------|-----------------------------|------------------------|--------------------------|------------|--------------|-------------|---------------|
| 1 | 2881 | 83 | 2.97% | 123 | 4.27% | 191 | 6.63% | 335 | 11.63% | 2317 | 80.42% |
| 2 | 2823 | 25 | 0.89% | 608 | 21.54% | 692 | 24.51% | 190 | 6.73% | 1868 | 66.17% |
| 3 | 2812 | 14 | 0.50% | 1900 | 67.57% | 1963 | 69.81% | 94 | 3.34% | 743 | 26.42% |
| 4 | 2660 | -138 | -4.93% | 2266 | 85.19% | 2323 | 87.33% | 54 | 2.03% | 298 | 11.20% |
| 5 | 2813 | 15 | 0.54% | 2360 | 83.90% | 2393 | 85.07% | 42 | 1.49% | 342 | 12.16% |
| Total | 13989 | | | 7257 | 51.88% | 7562 | 54.06% | 715 | 5.11% | 5568 | 39.80% |

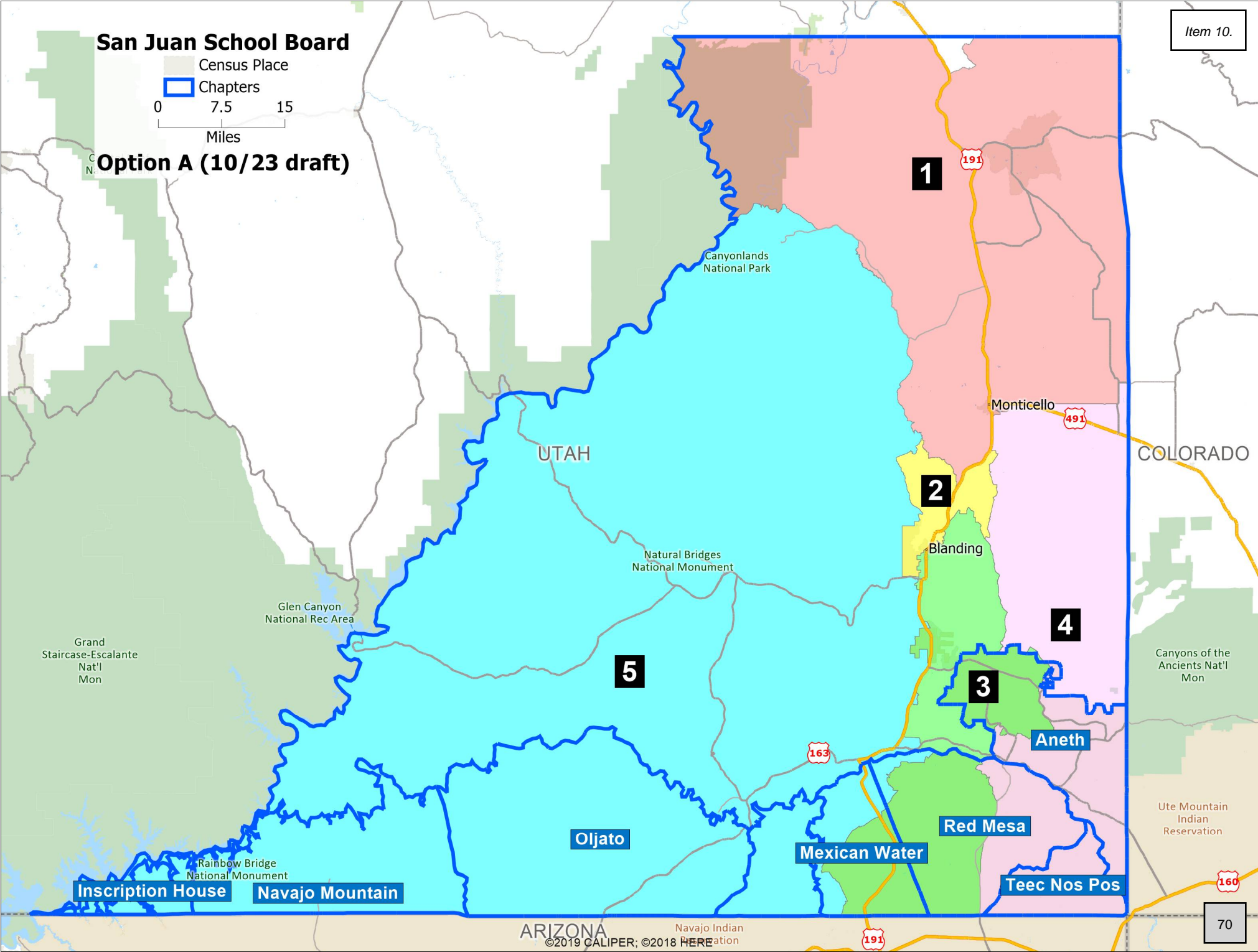
Total Deviation **7.90%**

| District | 18+_Pop | 18+ SR Indigenous | % 18+ SR Indigenous | 18+ NH AP Indigenous | % 18+ NH AP Indigenous | 18 + AP Indigenous | % 18 + AP Indigenous | 18+_Latino | % 18+_Latino | 18+ NH White | % 18+ NH White |
|--------------|-------------|----------------------|------------------------|-------------------------|---------------------------|-----------------------|-------------------------|------------|--------------|--------------|-------------------|
| 1 | 2091 | 69 | 3.30% | 88 | 4.21% | 105 | 5.02% | 222 | 10.62% | 1723 | 82.40% |
| 2 | 1918 | 393 | 20.49% | 419 | 21.85% | 437 | 22.78% | 127 | 6.62% | 1295 | 67.52% |
| 3 | 1942 | 1322 | 68.07% | 1338 | 68.90% | 1348 | 69.41% | 45 | 2.32% | 529 | 27.24% |
| 4 | 1934 | 1650 | 85.32% | 1664 | 86.04% | 1679 | 86.81% | 32 | 1.65% | 226 | 11.69% |
| 5 | 2064 | 1684 | 81.59% | 1699 | 82.32% | 1703 | 82.51% | 30 | 1.45% | 298 | 14.44% |
| Total | 9949 | 5118 | 51.44% | 5208 | 52.35% | 5272 | 52.99% | 456 | 4.6% | 4071 | 40.92% |

San Juan School Board



Option A (10/23 draft)



Population Summary Report

San Juan County, UT – Option A School Board Plan -- 2020 Census (October 23 Draft)

| District | Population | Deviation | % Deviation | Single-race Indigenous | % Single-race Indigenous | Any Part Indigenous | % Any Part Indigenous | Latino | % Latino | NH White | % NH White |
|--------------|--------------|-----------|-------------|---------------------------|-----------------------------|------------------------|--------------------------|------------|--------------|-------------|---------------|
| 1 | 2774 | -24 | -0.86% | 122 | 4.40% | 193 | 6.96% | 337 | 12.15% | 2208 | 79.60% |
| 2 | 2817 | 19 | 0.68% | 633 | 22.47% | 715 | 25.38% | 184 | 6.53% | 1854 | 65.81% |
| 3 | 2807 | 9 | 0.32% | 2000 | 71.25% | 2056 | 73.25% | 100 | 3.56% | 633 | 22.55% |
| 4 | 2778 | -20 | -0.71% | 2142 | 77.11% | 2205 | 79.37% | 52 | 1.87% | 531 | 19.11% |
| 5 | 2813 | 15 | 0.54% | 2360 | 83.90% | 2393 | 85.07% | 42 | 1.49% | 342 | 12.16% |
| Total | 13989 | | | 7257 | 51.88% | 7562 | 54.06% | 715 | 5.11% | 5568 | 39.80% |

Total Deviation **1.39%**

| District | 18+_Pop | 18+ SR Indigenous | % 18+ SR Indigenous | 18+ NH AP Indigenous | % 18+ NH AP Indigenous | 18 + AP Indigenous | % 18 + AP Indigenous | 18+_Latino | % 18+_Latino | 18+ NH White | % 18+ NH White |
|--------------|-------------|----------------------|------------------------|-------------------------|---------------------------|-----------------------|-------------------------|------------|--------------|--------------|-------------------|
| 1 | 1991 | 70 | 3.52% | 89 | 4.47% | 107 | 5.37% | 221 | 11.10% | 1624 | 81.57% |
| 2 | 1916 | 404 | 21.09% | 435 | 22.70% | 445 | 23.23% | 117 | 6.11% | 1287 | 67.17% |
| 3 | 1946 | 1404 | 72.15% | 1412 | 72.56% | 1429 | 73.43% | 57 | 2.93% | 451 | 23.18% |
| 4 | 2032 | 1556 | 76.57% | 1573 | 77.41% | 1588 | 78.15% | 31 | 1.53% | 411 | 20.23% |
| 5 | 2064 | 1684 | 81.59% | 1699 | 82.32% | 1703 | 82.51% | 30 | 1.45% | 298 | 14.44% |
| Total | 9949 | 5118 | 51.44% | 5208 | 52.35% | 5272 | 52.99% | 456 | 4.6% | 4071 | 40.92% |

Note: Spanish Valley (pop. 529) is not part of the San Juan School District)

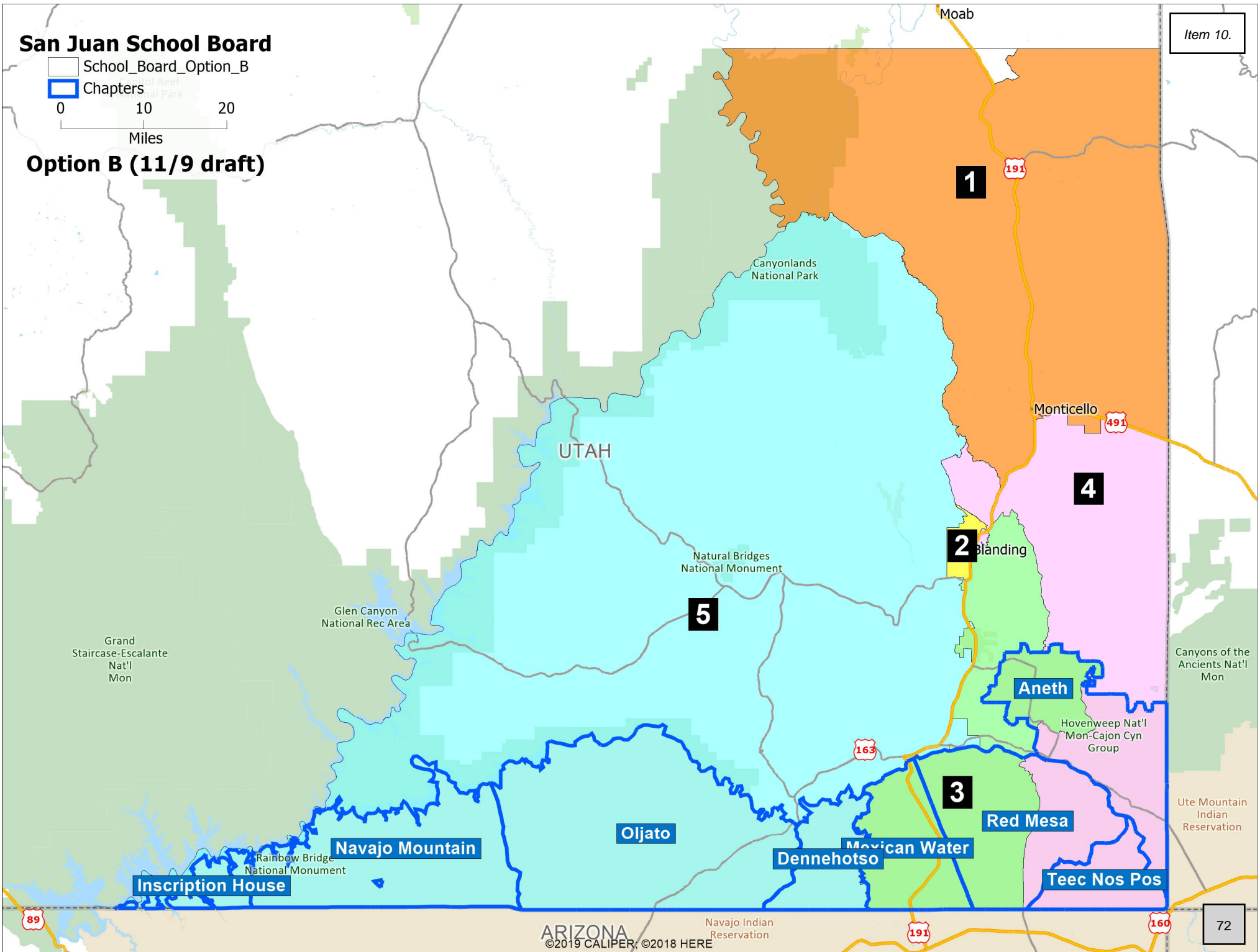
San Juan School Board

School_Board_Option_B

Chapters



Option B (11/9 draft)



Population Summary Report

San Juan County, UT – Option B School Board Plan -- 2020 Census (11/9 draft)

| District | Population | Deviation | % Deviation | Single-race Indigenous | % Single-race Indigenous | Any Part Indigenous | % Any Part Indigenous | Latino | % Latino | NH White | % NH White |
|--------------|--------------|-----------|-------------|---------------------------|-----------------------------|------------------------|--------------------------|------------|--------------|-------------|---------------|
| 1 | 2793 | -5 | -0.18% | 123 | 4.40% | 190 | 6.80% | 334 | 11.96% | 2235 | 80.02% |
| 2 | 2803 | 5 | 0.18% | 606 | 21.62% | 687 | 24.51% | 189 | 6.74% | 1855 | 66.18% |
| 3 | 2812 | 14 | 0.50% | 1900 | 67.57% | 1963 | 69.81% | 94 | 3.34% | 743 | 26.42% |
| 4 | 2768 | -30 | -1.07% | 2268 | 81.94% | 2329 | 84.14% | 56 | 2.02% | 393 | 0.142 |
| 5 | 2813 | 15 | 0.54% | 2360 | 83.90% | 2393 | 85.07% | 42 | 1.49% | 342 | 0.1216 |
| Total | 13989 | | | 7257 | 51.88% | 7562 | 54.06% | 715 | 5.11% | 5568 | 39.80% |

Total Deviation **1.61%**

| District | 18+_Pop | 18+ SR Indigenous | % 18+ SR Indigenous | 18+ NH AP Indigenous | % 18+ NH AP Indigenous | 18 + AP Indigenous | % 18 + AP Indigenous | 18+_Latino | % 18+_Latino | 18+ NH White | % 18+ NH White |
|--------------|-------------|----------------------|------------------------|-------------------------|---------------------------|-----------------------|-------------------------|------------|--------------|--------------|-------------------|
| 1 | 2011 | 69 | 3.43% | 87 | 4.33% | 104 | 5.17% | 221 | 10.99% | 1649 | 82.00% |
| 2 | 1901 | 391 | 20.57% | 416 | 21.88% | 433 | 22.78% | 126 | 6.63% | 1284 | 67.54% |
| 3 | 1942 | 1322 | 68.07% | 1338 | 68.90% | 1348 | 69.41% | 45 | 2.32% | 529 | 27.24% |
| 4 | 2031 | 1652 | 81.34% | 1668 | 82.13% | 1684 | 82.91% | 34 | 1.67% | 311 | 15.31% |
| 5 | 2064 | 1684 | 81.59% | 1699 | 82.32% | 1703 | 82.51% | 30 | 1.45% | 298 | 14.44% |
| Total | 9949 | 5118 | 51.44% | 5208 | 52.35% | 5272 | 52.99% | 456 | 4.6% | 4071 | 40.92% |

**SAN JUAN COUNTY UTAH
ORDINANCE NO 2021- 11**

AN ORDINANCE OF THE SAN JUAN COUNTY BOARD OF COMMISSIONERS REDISTRICTING THE BOARD OF COMMISSION AND SCHOOL BOARD VOTING DISTRICTS AS REQUIRED BY UTAH STATUTE

WHEREAS, pursuant to Utah Code Annotated §20A-5-303. Duties of the County and Municipal Legislative Bodies Section establishing, dividing, abolishing, and changing voting districts -- Common polling places -- Combined voting districts; and

WHEREAS, based upon the results of the Decennial Census, in the event that any Districts need to be redrawn, changes of which shall comply with State and Federal law meeting constitutional requirements, including the same requirements and limitations imposed upon the County by the U.S District Court for the District of Utah when it mandated redistricting of County Commission and School Board Districts in the case of *Navajo Nation et al. v. San Juan County, Civ. No. 2:12-CV-0039-RJS* and

WHEREAS, on or about April 26, 2021, the United States Census Bureau published the most recent Decennial Census report; and

WHEREAS, on August 17, 2021, San Juan County executed a contract with William Cooper at the request of the Board of San Juan County Commissioner to assist the County in consulting, establishing, to divide, abolish, and change voting districts if the population changes in the Decennial Census warrants that our voting districts need to be adjusted to satisfy the population, compactness, contiguity, minority representation, community of interests are still in compliance with one person one vote principles and those of the Voting Rights Act; and

WHEREAS, William Cooper has presented the map options on October 14, October 29, November 13 in Public Meetings, on November 30th during the Virtual Public Hearing specifically to present the maps along with his independent consultation regarding viability; and

WHEREAS, William Cooper has been willing to review redistricting maps recommended by the County Clerk/Auditor’s Office, the Navajo Nation’s Human Rights’ preferences, the San Juan County School Board recommended adjustments and any other map or suggested maps; and

WHEREAS, during the COVID Pandemic, County staff has solicited comments both virtually, in-person during public comment periods of the San Juan County Commission Meetings, through a form created on the County website, through emails with the Navajo Nation Chapters, through the County Elections Navajo Speaking Liaisons who presented the comment forms and solicited comments in Navajo to the Utah Chapters of the Navajo Nation and in a presentation to the School Board and the Utah Navajo Commission; and

WHEREAS, the San Juan County Board of Commissioners, after soliciting input from affected school districts in San Juan County, input from the general public, including political representatives from Cities and Towns within San Juan County, the Navajo Nation and all

citizens wishing to provide input, has provided recommendations for redistricted voting District maps for its consideration; and

WHEREAS, the San Juan County Board of Commissioners, acting in its capacity as county legislative body for San Juan County, now intends to adopt plans redistricting Commission Districts 1, 2 and 3 as well as local School Districts 1, 2, 3, 4 and 5 located within San Juan County whose boundaries encompass more than a single municipality as required by and in a manner consistent with the applicable legal requirements of Federal and State law; and

WHEREAS, San Juan County acknowledges the participation of Grand County and the redistricting of the Grand School District portions within the portion of San Juan County which is divided along Spanish Valley Drive and the La Sal Mountain Loop Road, with the eastern part belonging to Grand School Board District 1 and the western part belonging to Grand School Board District 5 of which Grand County is responsible for redistricting; and

WHEREAS, within 30 days after the establishment, division, abolition, or change of a voting District, the San Juan County Board of Commissioners shall file with the Utah Geospatial Resource Center, created under Section 63A-16-505, a notice describing the action taken and specifying the resulting boundaries of each voting district affected by the action.

WHEREAS, this ordinance shall become effective fifteen (15) days after its passage and upon at least one publication of the ordinance or a summary thereof in a newspaper published and having general circulation in San Juan County.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE COUNTY LEGISLATIVE BODY OF SAN JUAN COUNTY, UTAH, THAT: the Board of San Juan County Commissioners

PASSED, ADOPTED, AND APPROVED the attached Redistricted Maps incorporated within as "Attachment A" **San Juan County Commission Districts** and "Attachment B", **San Juan School Board Districts**, by the Board of San Juan County Commissioners this 21st day of December 2021, by the following vote:

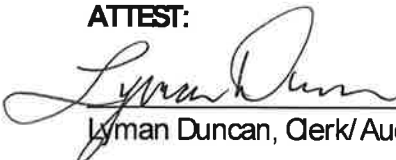
- Those voting aye on Commission District: Grayeyes, Maryboy
- Those voting nay on Commission District: Adams
- Those voting aye on School Board District: Grayeyes, Maryboy
- Those voting nay on School Board District: Adams

BOARD OF SAN JUAN COUNTY COMMISSIONERS



Willie Grayeyes, Chair

ATTEST:

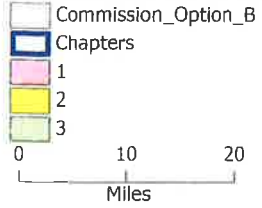


Lyman Duncan, Clerk/ Auditor

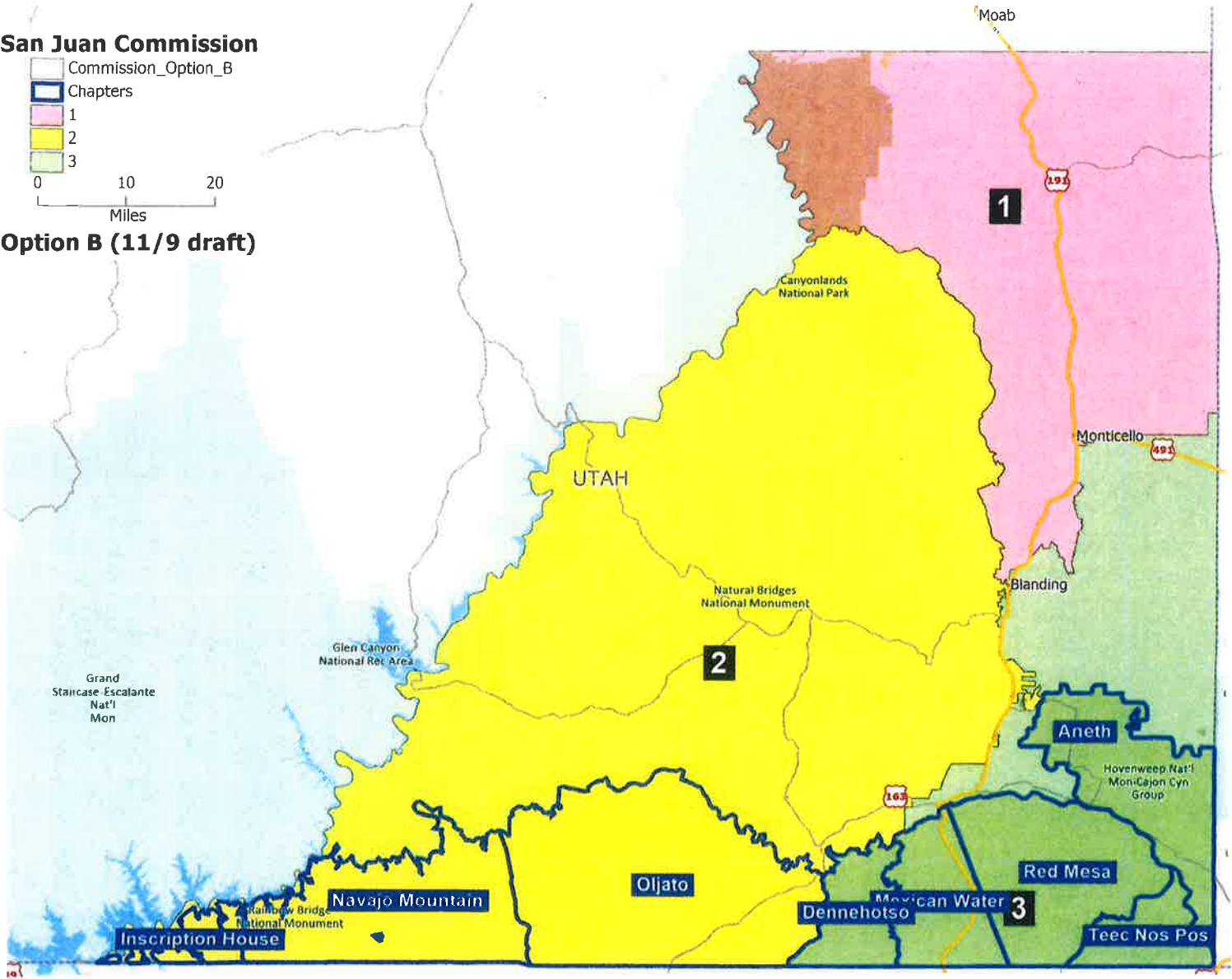
#####

Attachment A San Juan County Commission Districts

San Juan Commission



Option B (11/9 draft)



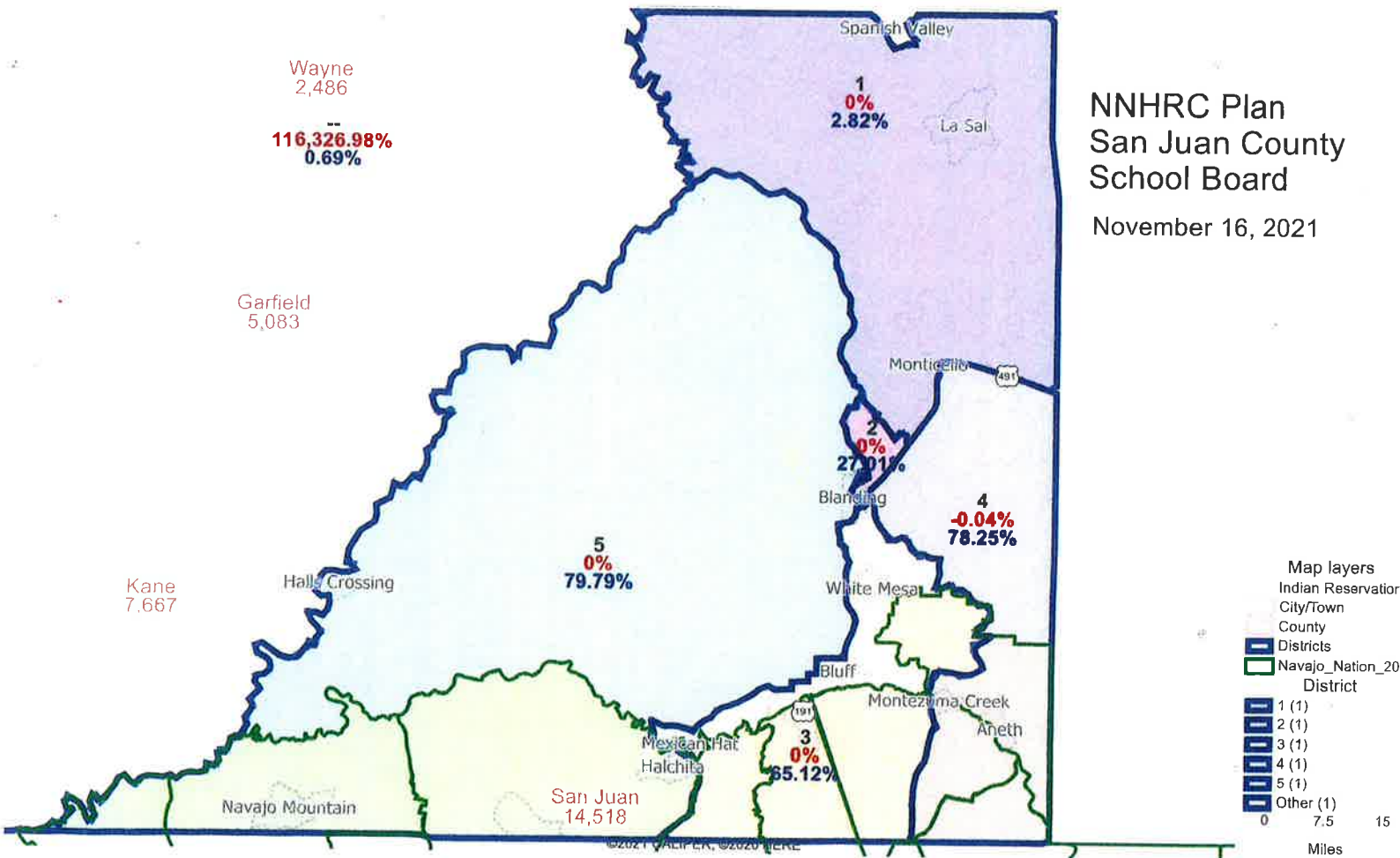
Population Summary Report

San Juan County, UT - Option B Commission Plan -- 2020 Census (11/9 draft)

| District | Population | Deviation | % Deviation | Single-race Indigenous | % Single-race Indigenous | Any Part Indigenous | % Any Part Indigenous | Latino | % Latino | NH White | % NH White |
|------------------------|--------------|----------------------|------------------------|---------------------------|-----------------------------|------------------------|--------------------------|------------|--------------|--------------|-------------------|
| 1 | 4837 | -2 | -0.04% | 360 | 7.44% | 471 | 9.74% | 461 | 9.53% | 3851 | 79.62% |
| 2 | 4840 | 1 | 0.02% | 3268 | 67.52% | 3357 | 69.36% | 176 | 3.64% | 1210 | 25.00% |
| 3 | 4841 | 2 | 0.04% | 3650 | 75.40% | 3755 | 77.57% | 110 | 2.27% | 977 | 20.18% |
| Total | 14518 | | | 7278 | 50.13% | 7583 | 52.23% | 747 | 5.15% | 6038 | 41.59% |
| Total Deviation | | | 0.08% | | | | | | | | |
| District | 18+_Pop | 18+ SR Indigenous | % 18+ SR Indigenous | 18+ NH AP Indigenous | % 18+ NH AP Indigenous | 18 + AP Indigenous | % 18 + AP Indigenous | 18+_Latino | % 18+_Latino | 18+ NH White | % 18+ NH White |
| 1 | 3395 | 236 | 6.95% | 266 | 7.84% | 291 | 8.57% | 305 | 8.98% | 2739 | 80.68% |
| 2 | 3399 | 2251 | 66.23% | 2283 | 67.17% | 2300 | 67.67% | 105 | 3.09% | 919 | 27.04% |
| 3 | 3548 | 2645 | 74.55% | 2673 | 75.34% | 2695 | 75.96% | 68 | 1.92% | 765 | 21.56% |
| Total | 10342 | 5132 | 49.62% | 5222 | 50.49% | 5286 | 51.11% | 478 | 4.6% | 4423 | 42.77% |

Attachment B San Juan School Board Districts

NNHRC Plan
San Juan County
School Board
November 16, 2021



**Navajo Nation Human Rights Commission
San Juan County School Board Plan
November 16, 2021**

| District | Population | Deviation | % Deviation | NH_Ind | % NH_Ind | NH18+_Ind | % NH18+_Ind | AP_Ind | % AP_Ind | 18+_Pop | % 18+_Pop | Hispanic Origin | % Hispanic Origin | NH_Wht | % NH_Wht |
|----------|------------|-----------|-------------|--------|----------|-----------|-------------|--------|----------|---------|-----------|-----------------|-------------------|--------|----------|
| 1 | 2,798 | 0 | 0.00% | 95 | 3.40% | 57 | 2.82% | 186 | 6.65% | 2,018 | 72.12% | 336 | 12.01% | 2,241 | 80.09% |
| 2 | 2,798 | 0 | 0.00% | 756 | 27.02% | 501 | 27.01% | 854 | 30.52% | 1,855 | 66.30% | 140 | 5.00% | 1,789 | 63.94% |
| 3 | 2,798 | 0 | 0.00% | 1,849 | 66.08% | 1,294 | 65.12% | 1,923 | 68.73% | 1,987 | 71.02% | 114 | 4.07% | 728 | 26.02% |
| 4 | 2,797 | -1 | -0.04% | 2,185 | 78.12% | 1,608 | 78.25% | 2,267 | 81.05% | 2,055 | 73.47% | 51 | 1.82% | 487 | 17.41% |
| 5 | 2,798 | 0 | 0.00% | 2,281 | 81.52% | 1,623 | 79.79% | 2,332 | 83.35% | 2,034 | 72.69% | 74 | 2.64% | 323 | 11.54% |



COMMISSION STAFF REPORT

MEETING DATE: January 4, 2022

ITEM TITLE, PRESENTER: Consideration and Approval of Portable Lift System purchase for heavy trucks and equipment, by TJ Adair, Road Superintendent

RECOMMENDATION: Approval to Purchase

SUMMARY

The lift system will allow our mechanics to work on heavy trucks and equipment safely and more efficiently. Currently, there is no equipment to lift heavy trucks and equipment in the air to work on them. By purchasing the lift system, it will allow the South Shop to eliminate the use of the pit. Pits are a safety concern and this pit has been a concern to both Worker's Comp and UCIP. The Monticello Shop has this same system and is a brand known to be of good quality and trustworthy. This system has worked well in the Monticello Shop.

HISTORY/PAST ACTION

This system was purchased in November 2014 for the North Shop and has worked very well. The system has been dependable, reliable and safe throughout the years.

FISCAL IMPACT

The Portable Lift System will cost a total of \$57,123.00. The total amount is in the approved budget for 2021.



GRAY MANUFACTURING
Company, Inc. • St. Joseph, Missouri

A tradition of quality since 1952

Item 11.

Date of Quote 12/16/2021

Quote valid 30 days from date of quote.

CustomerID 2527

Quote Number 2924

Richard Garner

County of San Juan Road Department

1157 S Main Street

Blanding, UT 84511

Thank you for your interest in Gray Equipment. In response to your request, we submit the following quote:

| Product Code | Model | Desc | Qty | Unit Price | Ext Warranty | Extended Price | Freight |
|--------------|--------------------|-----------------------------------|-----|-------------|--------------|----------------|---------|
| 594 | WPLS-190, set of 4 | 4 24Volt Units, 76,000lb capacity | 1 | \$51,930.00 | \$0.00 | \$51,930.00 | \$0.00 |

Equipment Total: \$51,930.00

Freight \$0.00

Sales Tax 0.00% Sales Tax: \$0.00

Steel Surcharge 10.00% Surcharge: \$5,193.00

Quote Total: \$57,123.00

Ask your Gray rep about Gray's adapter line, making Gray's equipment the most productive and safest for professional shops.

All Gray equipment is backed by our exclusive Gray Guard Warranty. We are the manufacturer of the above equipment and the only factory direct source of this product. Our customer service and sales representatives are available to you via telephone Monday through Thursday 7:00 a.m. - 5:00 p.m. and Friday from 7:00 a.m.-2:30 p.m.(CST). All quoted pricing are subject to change without notice. Sales tax is estimated.

Sincerely,

Randallyn Wilcoxson

rwilcoxson@grayusa.com

(800) 821-7320

This quote does not include terms or pricing for FAT or PLT. Additional testing requirements, special packaging and/or delivery requirements may require additional fees.

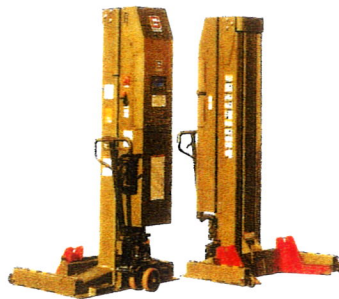


Fleet

Fleet

The patented Gray Wireless Portable Lift System improves shop safety, productivity and flexibility. The wireless lift system family will lift a wide variety of vehicles allowing technicians to safely and efficiently complete preventative maintenance tasks to major component repair. U.S. Patent Numbers 6,634,461 7,014,012 7,219,770 9,334,145 9,352,944 RE41554 9,593,000 9,656,843 9,679,421 Additional Patents Pending Canadian Patent Number 2,406,340 Adj. Carriage 8,282,075

SKU: model-fleet



Features:

- Touch screen control system
- Internet enabled
- Tire gripping carriage
- Visible mechanical down stops
- Automatic slow lowering for placement on stands
- Auto-return in single and paired modes
- Original wireless system – tried and true technology



BID QUOTATION FORM

Item 11.

| | | | | |
|--|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| #1 NAME OF COMPANY <u>Gray Manufacturing</u> | #2 NAME OF COMPANY _____ | #3 NAME OF COMPANY _____ | #4 NAME OF COMPANY _____ | #5 NAME OF COMPANY _____ |
| Telephone # <u>800-821-7320</u> | Telephone # _____ | Telephone # _____ | Telephone # _____ | Telephone # _____ |
| Date <u>12-16-21</u> Time _____ | Date _____ Time _____ | Date _____ Time _____ | Date _____ Time _____ | Date _____ Time _____ |
| Contact Person <u>Randallyn Wilcoxson</u> | Contact Person _____ | Contact Person _____ | Contact Person _____ | Contact Person _____ |

| | | | | |
|---|------------------------|------------------------|------------------------|------------------------|
| ITEMS QUOTED: <u>WPHS-190 set</u> <u>of 4 - 76,000</u> <u>capacity</u> | ITEMS QUOTED: _____ | ITEMS QUOTED: _____ | ITEMS QUOTED: _____ | ITEMS QUOTED: _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

| | | | | |
|-----------------------------|------------------|------------------|------------------|------------------|
| PRICES: <u>\$ 57,123</u> | PRICES: _____ | PRICES: _____ | PRICES: _____ | PRICES: _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

This unit matches the unit that we own in the North shop. That is why it is the only one bid.

BID CHOSED: \$ I

SIGNED: _____

PRICES: 57,123.00

P.O. # _____

DEPARTMENT: _____

DATE OF DELIVERY _____



ROAD DEPARTMENT

P.O. Box 188 | 885 East Center St | Monticello, Utah 84535
(435) 587-3230 | Fax: (435) 587-2771

December 29, 2021

RE: Sole Source Justification – Portable Lift System

To Whom It May Concern,

San Juan County Road Department would like to purchase the Gray Manufacturing Portable Lift System for the South Shop. This system was purchased in November 2014 from Gray Manufacturing for the North Shop and has proven to be reliable, safe, good quality and trustworthy.

Currently the South Shop has a vehicle pit it employees use to maintain equipment. Pits are a safety concern and have been a concern of Worker’s Comp and UCIP both during their inspections. This system would allow the elimination of the pit and a safer environment for employees to work in.

When our employees are working on equipment above their head weighing up to 76,000 pounds, it is important to have a system that is known and trusted. This system is compatible with equipment owned by the Road Department and is a familiar system to employees in the shop. Since this is a familiar system, no special training is required. Employees know this Gray Manufacturing system and have been trained on it.

This system has worked very well for the North Shop and we recommend purchasing the same system for the South Shop in order to avoid future costs associated with possible repair or replacement of the lift system.

Thank you for your consideration in approving this purchase.

Sincerely,

Todd Adair
San Juan County
Road Superintendent



LIFETIME WARRANTY

Gray warrants to the original purchaser that the Gray product meets Gray's standard specifications for the product at the time of purchase, and will be free from defects in materials and workmanship for the normal useful life of the product subject to the terms, conditions and exclusions herein.

VALUE ADDED PROTECTION

Gray products are warranted against excessive or abnormal wear and tear for a period of one (1) year from the date of purchase by the original purchaser. This limited warranty period stops at the end of the one year warranty period or upon the date the Gray product is no longer owned by the original purchaser, whichever shall first occur and subject to the terms, conditions and exclusions herein.

TERMS & CONDITIONS

The limited warranties are subject to the following terms, conditions and exclusions:

The warranties do not cover any product or part that has been subjected to conditions other than normal wear and tear. These conditions may include but not limited to, the following: abused, contaminated, corroded, modified, heated, damaged, neglected products or parts, or products or parts subjected to unforeseen natural disasters such as, but not limited to war, flood, tornado, hurricane, wind or hail storm damage or the like. In the event of any alteration, modification, abuse or misuse of this product or if this product is used for a purpose other than for which it was intended, or used in a manner inconsistent with any instructions regarding its use, the limited warranties shall be void.

The sole and exclusive remedy shall be the repair or replacement of the defective or excessively worn product or part, at Gray's option. All transportation charges shall be paid by the purchaser. Warranty claims must be made in writing to Gray Manufacturing Company, Inc. at 3501 S. Leonard Road St. Joseph, Missouri 64503, model number and serial number must be included. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Gray is willing and able to repair or replace the defective product or part in the manner prescribed herein. In no event

shall Gray be liable for any direct, indirect, special, incidental or consequential damages of any kind, nature or description, whether based on warranty, contract, tort, negligence, strict liability, or other legal theory.

These warranties are exclusive, and no warranty of merchantability, fitness for a particular purpose, or other warranty of any kind (whether expressed, implied or statutory) is made by Gray. No agent, employee or representative of Gray Manufacturing Company, Inc. has authority to bind Gray to any affirmation or warranty concerning Gray products or parts except as stated herein.

If service, parts, additional service or operator manuals are needed or if you have any questions about your Gray product, call Gray Manufacturing Company, Inc.'s factory direct toll free hotline 800-821-7320 or 816-233-6121 or Fax 816-233-7251 or 816-387-8157 or email to: gray@grayusa.com or write or come in to see us during normal business hours at 3501 South Leonard Rd., St. Joseph, Missouri, 64503, USA.

(800) 821-7320 • (816) 233-6121 • (816) 233-7251 Fax • www.GrayUSA.com



**GRAY MANUFACTURING
Company, Inc. • St. Joseph, Missouri**

A tradition of quality since 1952



Alvarado, Monica <malvarado@sanjuancounty.org>

Fwd: Gray Mfg Updated Lift Quote

1 message

Adair, Todd <tadair@sanjuancounty.org>
To: "Alvarado, Monica" <malvarado@sanjuancounty.org>

Wed, Dec 29, 2021 at 11:53 AM

----- Forwarded message -----

From: **Randallyn Wilcoxson** <rwilcoxson@grayusa.com>
Date: Fri, Dec 17, 2021 at 6:09 AM
Subject: RE: Gray Mfg Updated Lift Quote
To: Adair, Todd <tadair@sanjuancounty.org>

Good morning TJ,

Yes, the WPLS-190 is the replacement for the WPLS-180coi3a. The WPLS-190 has the adjustable carriage, a larger touch screen tablet, new display and control features, and is a larger capacity.

Sincerely,

Randi Wilcoxson
Government and National Account Specialist
Gray Manufacturing Company, Inc.
1-800-821-7320

From: Adair, Todd <tadair@sanjuancounty.org>
Sent: Thursday, December 16, 2021 4:02 PM
To: Randallyn Wilcoxson <rwilcoxson@grayusa.com>
Subject: Re: Gray Mfg Updated Lift Quote

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Thank you for the quote, is this the model that replaced the WPLS-180ci3-a. That's the other unit that we have.

On Thu, Dec 16, 2021 at 2:58 PM Randallyn Wilcoxson <rwilcoxson@grayusa.com> wrote:

Hi TJ,

Thank you for your continued interest in Gray service equipment. From your conversation with Stacy, you are ready for an updated quote regarding a set of 4 WPLS-190 19,000 lbs. capacity per column Wireless Portable Lift System. I have attached above the specification sheet and an updated quote. Your quoted price is from our door to yours. Please let me know if you have any questions or if you need any additional information. I look forward to getting your feedback my contact information is below.

Sincerely,

Randi Wilcoxson

Government and National Account Specialist

Gray Manufacturing Company, Inc.

3501 S. Leonard Road

St. Joseph, MO 64503 U.S.A.

1-800-821-7320 ext. 2274

Fax: 816-233-7251

<http://www.grayusa.com>



Are you on social media? Feel free to tag or mention Gray Manufacturing and share why you love our products or Gray as a business.

Don't forget to use #myGrayUSA in your post. Photos are strongly encouraged!!

--

TJ Adair

San Juan County Road Department Superintendent

P.O. Box 188

885 East Center St

Monticello, Utah 84535

Office: (435) 587-3230

Cell: (435) 459-6000

tadair@sanjuancounty.org

Item 11.

--
TJ Adair
San Juan County Road Department Superintendent
P.O. Box 188
885 East Center St
Monticello, Utah 84535

Office: (435) 587-3230
Cell: (435) 459-6000
tadair@sanjuancounty.org



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Item 11.

(800) 821-7320
(816) 233-6121
(816) 233-7251 Fax
www.GrayUSA.com

December 29, 2021

Richard Garner
County of San Juan Road Dept
1157 S Main Street
Blanding, UT 84511

RE: Gray WPLS -190

To Whom It May Concern:

This letter is to clarify our position on the production, sales, support and service of the patented Gray WPLS-190, Wireless Portable Lift System.

We are the manufacturer, and the only **factory direct** source of the Gray WPLS-190 and the family of Gray wireless portable lifts

We are selling the WPLS-190, set of 4 as quoted (Quote #2924) with a delivered price of \$57,123.00. All freight and standard delivery charges are included. Special delivery requirements, such as a lift gate or inside delivery, will require an additional fee.

Gray is also your source for OEM parts and the factory authorized service provider for the Gray wireless portable lift system. We have a team of factory certified product specialists dedicated solely to the support of the WPLS, offering product support, inspection and training services.

We offer virtual training for your lift system at no additional cost. Virtual training is coordinated between you and our product specialist to ensure you and your team get the very most out of your lift system training session. On-site training is also available for an additional charge.

The Gray WPLS-190 is covered by the Gray Guard Warranty. Gray warrants to the original purchaser that our products meet Gray's standard specifications for the product at the time of purchase and will be free from defects in materials and workmanship for the normal useful life of the product. The products are warranted against excessive or abnormal wear and tear for a period of one (1) year from the date of purchase by the original purchaser. Please refer to our Gray Guard Warranty sheet for the complete terms and conditions. An extended warranty is available for an additional charge.



GRAY MANUFACTURING
Company, Inc. • St. Joseph, Missouri

A tradition of quality since 1952

Item 11.
(800) 82
(816) 233-6121
(816) 233-7251 Fax
www.GrayUSA.com

As a third generation, family owned, American manufacturer we hold ourselves to a high standard of integrity in both business and product quality that sets us apart from the competition. We appreciate your trust in Gray and look forward to working with you in the future. Please let me know if we can be of further assistance.

Respectfully Submitted,

Randalyn Wilcoxson
Government and National Account Specialist



COMMISSION STAFF REPORT

MEETING DATE: January 4, 2022

ITEM TITLE, PRESENTER: Consideration and Approval of \$30,000 contract with Safe Tech Solutions, Scott Burgess, EMS Director

RECOMMENDATION: Approval of contract

SUMMARY

Contract with outside vendor for 3 phase assessment of emergency medical service. This will assist us in identifying the any area that can use improvement. It will help us with our training program and sustainability. This is grant fund and will be paid as 3 \$10,000 installments.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

The Grant money is already accessible. There will be no foreseeable impact to the EMS budget outside of these grant funds.

STANDARD SERVICE PROVIDER CONTRACT

This standard service provider contract is between San Juan County, a political subdivision of the State of Utah, and the following person or entity (the "Service Provider"):

| | | | |
|-------------------|---|------------------------|--|
| Service Provider: | SafeTech Solutions, LLP | Contact Phone Number: | (651) 248-4239 |
| Contact Person: | Aarron Reinert | Contact Email Address: | aarron@safetechsolutions.us |
| Address: | 29251 Potassium Street NW Isanti, MN 55040 | Type of Service: | Consulting Services – Assessment of EMS system |

San Juan County desires to obtain the services of a professional and competent service provider to provide the contractual services under this contract.

The Service Provider, who has represented to San Juan County that it is a competent and experienced service provider, desires to provide the contractual services under this contract.

The parties therefore agree as follows:

1. **Scope of Services.** The Service Provider agrees as follows:
 - A. Service Provider shall provide full services required for a three-phase assessment of Emergency Medical Services (EMS) in San Juan County.
2. **Compensation.**
 - A. Upon the Service Provider’s completion of its duties under section 1 of this contract, San Juan County will pay the Service Provider \$30,000 payable in 3 equal payments of \$10,000 billed after the completion of each phase, net 10 days.
 - B. San Juan County shall mail its payment to the Service Provider within 10 days after the Service Provider completes its duties under section 1 of this contract, unless the parties agree, in writing, to alternative payment arrangements.
 - C. Service Provider shall disclose its tax identification or Social Security number to San Juan County before a check or payment will be made by San Juan County to Service Provider.
 - D. If this contract is terminated early, San Juan County will pay the Service Provider for the duties completed under section 1 of this contract through the date of early termination.
 - E. The Service Provider is responsible for any taxes, contributions, assessments, or fees, which arise from payments made by San Juan County to the Service Provider.
 - F. The Service Provider is responsible for paying all subcontractors, material providers, jobbers, or any other person who or entity that provides materials, services, equipment, utilities or otherwise at the request of Service Provider and in connection with or relating to this contract.
3. **Effectiveness, Date, and Termination.** This contract will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it.
4. **Early Termination.**
 - A. San Juan County may terminate this contract 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. This termination will be effective at the time that San Juan County’s notice is effective under section 8.
 - B. San Juan County may terminate this contract due to its dissatisfaction with the Service Provider’s services, which termination will be effective at midnight on the fifth day after San Juan County’s notice is effective under section 8.
 - C. San Juan County may terminate this contract for any reason, which termination will be effective at midnight on the 30th day after San Juan County’s notice is effective under section 8.
 - D. San Juan County may terminate this contact, which termination will be effective at the time San Juan County’s notice is effective under section 8, if:
 - (1) The Service Provider engages in or permits any unlawful or disruptive conduct or any activity not permitted by law, regulation, ordinance, this contract, and/or the policies of San Juan County; and
 - (2) The Service Provider fails to immediately cease such conduct or activity after notification by law enforcement, San Juan County, or otherwise.
 - E. Either party may terminate this contract after a material breach of this contract by the other party, which termination will be effective after the notice is effective under section 8.

5. Warranties.

- A. The Service Provider warrants to San Juan County that:
- (1) All materials and equipment furnished under this contract shall be:
 - (a) New;
 - (b) Under manufacturer's warranty;
 - (c) Of reasonable quality; and
 - (d) Free from faults and defects; and
 - (2) All services performed under this contract shall:
 - (a) Be of reasonable quality;
 - (b) Conform with reasonable professional standards; and
 - (c) Conform to codes, regulations, and laws.
 - (d) Materials, Plans, Artwork, Drawings, Brochures, Maps, and Documents produced under this contract will be owned by San Juan County upon completion. San Juan County may use these items in future projects or opportunities as the County needs arise without written consent or authorization from any other party.
- B. Service Provider shall correct or replace any materials or equipment that do not satisfy subsections 5.A.(1)(a)-(d) within 30 days after San Juan County's notice is effective under section 8.
- C. Service Provider shall correct any services performed that do not satisfy subsections 5.A.(2)(a)-(c) within 30 days after San Juan County's notice is effective under section 8.
- D. The parties acknowledge that the warranties set forth in Title 70A, Chapter 2, Part 3, Utah Code Annotated, apply to this contract.
- E. The Service Provider shall assign and deliver to San Juan County all manufacturers' warranties relating to the materials and equipment furnished under this contract as soon as reasonably possible, but in no event later than 10 days after this contract terminates.

6. Insurance. The Service Provider shall maintain for the duration of this contract and for six years after the termination of this contract, the following types of insurance:

- A. A valid occurrence form commercial general liability insurance policy, which covers contractual liability and contractual agreements, with minimum limits as follows:
- (1) Each occurrence - \$1,000,000.00;
 - (2) Damage to Rented Premises - \$300,000.00;
 - (3) Medical Exp. (Any one person) - \$5,000.00;
 - (4) Personal and Adv. Injury - \$2,000,000.00;
 - (5) General aggregate - \$2,000,000.00; and
 - (6) Products – Comp/Op aggregate - \$2,000,000.00;
- B. A valid automobile liability insurance policy that satisfies the minimum amounts required by Utah law; and
- C. A valid Workers Compensation and Employers' Liability insurance policy with minimum limits as required by Utah law. If any proprietor, partner, executive, officer, member, or other person is excluded from the Workers Compensation and Employers' Liability insurance policy, the Service Provider shall provide San Juan County with the applicable state issued waiver.

For the duration of this contract and for six years after the termination of this contract, San Juan County may request the Service Provider to provide San Juan County with certificates or other records that demonstrate that the Service Provider is in compliance with the insurance requirements set forth in this section (the "Certificates/Records"). If the Service Provider fails to provide San Juan County with the requested Certificates/Records within three business days of San Juan County's request, San Juan County may immediately terminate this contract. If the Service Provider fails to have the insurances required by this contract, San Juan County may immediately terminate this contract.

7. **Indemnification.** With respect to any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding ("Proceeding") against San Juan County, San Juan County's officers, employees, agents, consultants, advisors, and other representatives, and each of their heirs, executors, successors, and assignees ("San Juan County Indemnitees") that arises out of this contract or the acts or omissions of Service Provider (each, a "Claim"), Service Provider shall, for the duration of this contract and for a period of six years after the termination of this contract, indemnify those San Juan County Indemnitees against any amount awarded in, or paid in settlement of any Proceeding, including interest ("Loss") and any out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements ("Litigation Expense") (Loss and Litigation Expense means "Indemnifiable Losses") arising out of that Proceeding, except to the extent that San Juan County negligently or intentionally caused those Indemnifiable Losses.

8. **Notices.** All notices must be in writing and must be delivered personally, by a nationally recognized overnight courier, United States mail, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, on the next business day if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the parties shall be:

| <u>San Juan County</u> | <u>Service Provider</u> |
|--|--|
| San Juan County Attn: PO Box 9 Monticello, UT 84535 | <u>With a copy to:</u> San Juan County Attn: Attorney's Office PO Box 9 Monticello, UT 84535 SafeTech Solutions, LLP 29251 Potassium Street NW Isanti, MN 55040 |

9. **Independent Contractor.** The Service Provider shall perform this contract as an independent contractor. The Service Provider acknowledges that it and its representatives are not employees of San Juan County, and, thus, have no right to and shall not be provided with any San Juan County benefits.

10. **Conflict of Terms.** In the event of any conflict between the terms of this contract and any documents referenced in this contract or incorporated into this contract by reference, including exhibits or attachments to this contract, this contract shall control.

11. **Assignment Restricted.** Except with the prior written consent of the other party, each party shall not transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law:

- A. Any discretion granted under this contract;
- B. Any right to satisfy a condition under this contract;
- C. Any remedy under this contract; or
- D. Any obligation imposed under this contract.

Any purported transfer in violation of this section will be void.

12. **Waiver.** No waiver of satisfaction of a condition or nonperformance of an obligation under this contract will be effective unless it is in writing and signed by the party granting the waiver.

13. **Entire Contract; Amendment.** This contract, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this contract. Unless otherwise set forth in this contract, this contract supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this contract. No amendment to this contract will be effective unless it is in writing and signed by both parties.

14. **Governing Law; Exclusive Jurisdiction.** Utah law governs any Proceeding brought by one party against the other party arising out of this contract. If either party brings any Proceedings against the other party arising out of this contract, that party may bring that Proceeding only in a state court located in San Juan County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such proceeding.

15. **Severability.** The parties acknowledge that if a dispute between the parties arises out of this contract or the subject matter of this contract, the parties desire the court to interpret this contract as follows:

- A. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and
- B. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the contract will remain in effect as written.

16. **Counterparts, Digital Signatures, and Electronically Transmitted Signatures.** If the parties sign this contract in counterparts, each will be deemed an original but all counterparts together will constitute one contract. If the parties digitally sign this contract or electronically transmit signatures by email, such signatures will have the same force and effect as original signatures.

Each party is signing this contract on the date below the party's signature.

| | |
|--|-----------------------------------|
| SAN JUAN COUNTY | SAFE TECH SOLUTIONS |
| By: _____ Willie Grayeyes, Chair San Juan County Commission | By: _____ |
| Date: _____ | Print Name: <u>Aarron Reinert</u> |
| ATTEST: | Title: <u>Partner</u> |
| _____ | Date: <u>11/23/2021</u> |
| Lyman Duncan San Juan County Clerk/Auditor Date: _____ | |



COMMISSION STAFF REPORT

MEETING DATE: January 4, 2022

ITEM TITLE, PRESENTER: Consideration and Approval of \$5,500 contract with Express Evaluations, Ann Marie Burgess, HR Generalist

RECOMMENDATION: Approval of contract

SUMMARY

Employee evaluation have been shown to improve performance by helping employees better understand what is expected of them. It helps supervisors to better understand employee strength and motivations. It gives helpful feedback to employees on how they can improve their performance.

This will integrate with Employee Navigator (the website we use for Benefit enrollment) and set up a platform for employee evaluations. This will help in giving objective review of employees based on standard metrics, which can be used to fairly evaluate promotions.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

This is an annual expense based on the number of employees. For 2022 this will be \$5,500.

END USER LICENSE AGREEMENT

This End User License Agreement is between Licensee (defined below) and Express Evaluations, Inc., a Utah corporation, regarding Licensee's use of the Software (defined below) and related documentation and other materials.

When Licensee uses the Software, Licensee acknowledges that Licensee has read this Agreement (defined below), understands it, and agrees to be bound by its terms. Any individual that acts on behalf of SAN JUAN COUNTY or other entity warrants that such individual is duly authorized to enter into this Agreement on behalf of SAN JUAN COUNTY or other entity. If Licensee does not agree to the terms and conditions of this Agreement, Licensee is not permitted to use the Software.

1. DEFINITIONS.

1.1 Defined Terms. Capitalized terms used in this Agreement have the following meanings:

(a) "**Agreement**" means this End User License Agreement and any other document incorporated herein by reference, including any Purchase Orders, as it may be amended from time to time.

(b) "**Archive Service**" has the meaning set forth in Section 5.2(a).

(c) "**As-Documented Warranty**" has the meaning set forth in Section 9.1(a).

(d) "**Authorized User**" means an employee or agent of Licensee that is assigned by Licensee to use the Software for legitimate business purposes.

(e) "**Breach**" means a misrepresentation made by a Party in this Agreement or a violation by a Party of any covenant or warranty in this Agreement.

(f) "**Breaching Party**" has the meaning set forth in Section 12.2(a).

(g) "**Bug**" has the meaning set forth in Section 7.2.

(h) "**Bug Report**" has the meaning set forth in Section 7.2.

(i) "**Business Day**" means a day other than a Saturday, Sunday or other day on which commercial banks in Utah are authorized or required by law to close.

(j) "**Confidential Information**" means Protected Information and information that: (i) is disclosed in writing or other tangible form to the Receiving Party by the Disclosing Party and is designated in such writing or tangible form as confidential; (ii) is not generally known in the relevant industry or industry segment; and (iii) affords possessors of the information a commercial or business advantage over others who do not have the information. Confidential Information does not include

any information that, through no fault of the Receiving Party, is or becomes generally known or is developed independently by or on behalf of the Receiving Party, or is disclosed to the Receiving Party by a third party not having an obligation of confidence to the Disclosing Party.

(k) "**Disclosing Party**" means a Party disclosing Confidential Information to the other Party.

(l) "**Fee**" has the meaning set forth in Section 2.2.

(m) "**Governmental Authority**" means the United States of America, any state, commonwealth, territory or possession thereof and any political subdivision or quasi-governmental authority of any of the same, including, without limitation, any unit, tribunal, department, commission, board, bureau, administrative or regulatory agency or court.

(n) "**Express Evaluations**" means Express Evaluations, Inc., a Utah corporation.

(o) "**Identity Theft Prevention Program**" means that certain program adopted by Express Evaluations in compliance with all applicable Legal Requirements.

(p) "**Initial Term**" has the meaning set forth in Section 3.1.

(q) "**Legal Requirement**" means applicable common law and any applicable statute, permit, ordinance, code or other law, rule, regulation or order enacted, adopted, promulgated or applied by any Governmental Authority, including any applicable order, decree or judgment handed down, adopted or imposed by any Governmental Authority, all as in effect from time to time.

(r) "**License**" has the meaning set forth in Section 2.1.

(s) "**Licensee**" refers to a person (whether an individual or an entity) that has entered into a Purchase Order with Express Evaluations, paid all applicable fees, and been duly granted a License for the use of the Software. This term also applies to such person's Authorized Users.

(t) "**Material Bug**" means a Bug that renders the Software inoperable.

(u) "**Non-breaching Party**" has the meaning set forth in Section 12.2(a).

(v) "**Party**" means either Express Evaluations or Licensee.

(w) "**Protected Information**" includes, but is not limited to, employer identification numbers, social security numbers, names, addresses, salary information, bank account information, and credit card information.

(x) "**Purchase Order**" means a separate written agreement between Licensee and Express Evaluations specifying the applicable Software, the term of the subscription, and the fees payable to Express Evaluations in connection with this Agreement. The Purchase Order may consist of an online order form submitted to Express Evaluations, a telephone order placed with Express

Evaluations that results in an invoice and confirmation of order provided to Licensee, or another written arrangement.

(y) "**Receiving Party**" means a Party receiving Confidential Information from the other Party.

(z) "**Renewal Date**" means the day after the Initial Term or any Renewal Term expires, unless renewal is cancelled in accordance with Section 2.2.

(aa) "**Renewal Fee**" has the meaning set forth in Section 2.2.

(bb) "**Renewal Term**" has the meaning set forth in Section 3.2.

(cc) "**Software**" means the applicable Express Evaluations product as specified in the Purchase Order.

(dd) "**Software Documentation**" means all user manuals provided in connection with the Software.

(ee) "**Term**" means the Initial Term together with any Renewal Terms.

(ff) "**Third Party Vendor**" has the meaning set forth in Section 6.1.

(gg) "**Trademarks**" has the meaning set forth in Section 8.1.

(hh) "**Unauthorized Code**" means any virus, Trojan horse, worm, or other software routines or hardware components designed to permit unauthorized access; to disable, erase, or otherwise harm software, hardware, or data; or to perform any other such actions.

2. GRANT OF LICENSE AND FEES

2.1 Grant of License. The Software is licensed to Licensee by Express Evaluations on a limited basis and solely for the term of Licensee's subscription. In consideration of Licensee's compliance with all of the terms and conditions of this Agreement, Express Evaluations hereby grants Licensee a limited, personal, non-exclusive, non-assignable right to use the Software solely as described in this Agreement and as described in any Software Documentation Express Evaluations may provide or otherwise make available to Licensee (the "**License**"). The License granted to Licensee may not be sublicensed, distributed, commercially distributed, or otherwise shared with any other person without the express prior written consent of Express Evaluations. This Agreement does not grant Licensee any rights to patents, copyrights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights, functions or licenses in respect of the Software. If Licensee unlawfully creates any derivative work based on the Software, then Express Evaluations will be the owner of all such derivative works (and all intellectual property rights relating thereto) and any proceeds or profits derived therefrom by Licensee. The License only entitles Licensee to the use of the most recent version of the Software that Express Evaluations has released for use.

2.2 Fees. Prior to commencement of the License, Licensee shall pay Express Evaluations the fees specified in the applicable Purchase Order (the "**Fee**"). Except as otherwise provided in an applicable Purchase Order, Express Evaluations shall invoice Licensee on an annual basis for an amount agreed upon mutually between Express Evaluations and Licensee.

3. TERM

3.1 Initial Term. Unless a different period is specified in the applicable Purchase Order, the License is for a minimum one-year period from the effective date specified in the applicable Purchase Order (the "**Initial Term**").

3.2 Extension of Term. Except as otherwise provided in an applicable Purchase Order, unless either Party gives the other Party notice of cancelation at least thirty (30) days prior to the end of the Term, the License shall automatically extend for successive one year periods (each a "**Renewal Term**") which shall commence on the Renewal Date.

3.3 Expiration of Term. Upon the expiration of the Term or other termination of this Agreement, all use of the Software by Licensee shall immediately cease.

4. ACCESS AND USE OF SOFTWARE

4.1 Initial Setup. It is Licensee's sole responsibility to determine whether the Software is appropriate for Licensee's business needs and is compatible with Licensee's existing computer system and software programs. Express Evaluations will provide commercially reasonable technical support to Licensee at the commencement of the Term to ensure that Licensee is capable of accessing and using the Software. This technical support shall include access to user materials, online demos, and email support.

4.2 Access to Software. Some Software products will download and install to Licensee's local computer system and some Software products will be available for Licensee's access and use via a secure website provided and maintained by Express Evaluations. An appropriate Internet connection is necessary to access and use the Software. Express Evaluations shall inform Licensee of the applicable website(s) through which the Software may be accessed. From time to time, Express Evaluations may update or modify the website(s) used to access the Software, but shall inform Licensee of any such update or modification. It is Licensee's responsibility to maintain an appropriate Internet connection and computer system running the most recent and up-to-date version of Edge, Firefox, Chrome, or similar software, which shall be used to access the Software. Express Evaluations does not and will not provide copies of the Software on physical media (e.g., CDs). Express Evaluations' software is not intended to operate with Internet Explorer.

4.3 No Backup Copy Rights. Although Licensee's data and user-generated reports may be stored locally on Licensee's computer system, Licensee has no right to any backup copy of the operational Software.

4.4 Security of Account Information. It shall be Licensee's responsibility to register its user information, and create a secure user name and password for each Authorized User that complies

with the Express Evaluations' requirements, as modified from time to time. Licensee shall limit use of its user name and password to Authorized Users and for internal use only. Express Evaluations shall have the right to suspend or otherwise restrict Licensee's access of the Software in the event any suspicious activity is detected with respect to use of Licensee's account information. In any such event, Express Evaluations shall notify Licensee of such action and shall work with Licensee to resolve any suspicious activity.

4.5 Catastrophic Loss Arrangement. To ensure the availability of the Software to Licensee, Express Evaluations shall take commercially reasonable measures to ensure that loss of power or damage to the primary servers hosting the Software (including interruptions caused by malicious third-party software) shall not render the Software unavailable for any period longer than forty-eight (48) hours. These measures shall include hosting the Software on backup servers, providing alternate web servers for access, and maintaining a copy of all recent versions of the Software's source code on physical media in a secure location.

5. SECURITY OF LICENSEE DATA AND DATA RETENTION

5.1 Licensee Safeguards.

(a) **Account Access Information.** Licensee shall safeguard its user name and password by restricting access to only Authorized Users. Express Evaluations shall have no liability to any person for any damages or other losses suffered by Licensee (or any employee or agent of Licensee) related to any use of Licensee's user name and password resulting from Licensee's failure to safeguard said information.

(b) **Malicious Software.** Licensee shall keep its computer system free of viruses and other malicious software. Express Evaluations shall have no liability to any person for any damages or other losses suffered by Licensee (or any employee or agent of Licensee) related to any malicious software operating on Licensee's computer system (e.g., keylogging programs).

(c) **Phishing Scams and Spoof Websites.** Licensee shall train its employees regarding information security and shall not divulge account information via email to any person. Express Evaluations shall have no liability to any person for any damages or other losses suffered by Licensee (or any employee or agent of Licensee) related to any response by Licensee (or any employee or agent of Licensee) to any phishing scam or spoof website.

5.2 Express Evaluations Safeguards.

(a) **Data Retention.** The Software is not meant to satisfy any Legal Requirement related to document retention and it is the sole responsibility of Licensee to retain copies of any documentation that has a Legal Requirement that sets forth a retention period, either through the retention of hard copies or electronic copies stored on Licensee's local computer system.

(b) **Employee Screening.** Express Evaluations shall conduct employment reference checks and background investigations on all of its employees. The data analyzed in these background checks shall include the following:

- (i) private and government agency reports related to any history of criminal, dishonest, or violent behavior, and other reports that relate to suitability for employment;
- (ii) education (including degrees awarded);
- (iii) employment history and abilities;
- (iv) address history;
- (v) social security number scans;
- (vi) civil court filings;
- (vii) motor vehicle and driving records; and
- (viii) professional or personal references when required.

This information will be sought at the commencement of employment and at other times during employment, such as during reassignment or promotional periods, and following security infractions or other incidents.

Additionally, all Express Evaluations employees with access to Protected Information will undergo an additional extensive background check, which includes a credit check

(c) Employee Access. Only those employees of Express Evaluations that have passed the screening referenced in Section 5.2(b), and whose job requires access to particular Protected Information will be given access to that Protected Information.

(d) Physical Security. Express Evaluations shall maintain the servers that store Protected Information in a secured and alarmed facility housed separately from the main work site. Express Evaluations employees shall access the servers remotely and the only persons with physical access to the servers will be those employees with a legitimate business need to have such access. Each workstation at the main work site shall be assigned to a specific employee, password protected using commercially reasonable standards, and virus protected. Express Evaluations employees shall not be permitted to attach personal peripherals onto their workstations. Access to the main work site of Express Evaluations shall be monitored and limited by keycard access. After hours access shall be monitored and restricted to those employees with a legitimate business need.

(e) Identity Theft Prevention Program. Express Evaluations shall adopt and implement an Identity Theft Prevention Program.

5.3 Treatment of Confidential Information.

(a) Nondisclosure. The Receiving Party shall not disclose the Confidential Information of the Disclosing Party except as required by law.

(b) Court Orders. If the Receiving Party is ordered by a court, administrative agency, or other governmental body of competent jurisdiction to disclose said Confidential Information, or if the Receiving Party is served with or otherwise becomes aware of a motion or similar request that such an order be issued, then the Receiving Party will not be liable to the Disclosing Party for disclosure of Confidential Information required by such order if the Receiving Party complies with the following requirements:

- (i) if an already-issued order calls for immediate disclosure, then the Receiving Party shall immediately move for or otherwise request a stay of such order to permit the Disclosing Party to respond as set forth in this subsection;
- (ii) the Receiving Party shall notify the Disclosing Party of the motion or order by the most expeditious means possible; and
- (iii) the Receiving Party shall join or agree to (or at a minimum shall not oppose) a motion or similar request by the Disclosing Party for an order protecting the confidentiality of the Confidential Information, including joining or agreeing to (or non-opposition to) a motion for leave to intervene by the Disclosing Party.

6. THIRD PARTY VENDORS

6.1 Third Party Vendors. Express Evaluations makes no representations or warranties with respect to the information security policies and practices of its Third Party Vendors. Upon request, Express Evaluations will provide Licensee with the contact information for each Third Party Vendor for Licensee's independent review of the adequacy of each Third Party Vendor's information security policies and practices. Should Licensee object to any Third Party Vendor, Express Evaluations will work with Licensee to arrange a commercially reasonable alternative.

7. UPDATES, BUGS, AND TELEPHONE SUPPORT

7.1 Updates. Express Evaluations shall, from time-to-time update the Software to improve functionality or add features. During the Term, Licensee must use the Software as updated or modified. Express Evaluations, at its sole discretion, will determine type, frequency, and notification parameters for updates or upgrades of the Software and any software documentation. The terms of this License will govern any Software updates provided by Express Evaluations that replace and/or supplement the original Software product.

7.2 Bugs. Licensee agrees to provide Express Evaluations with reasonable notice (“**Bug Report**”) of any actual or potential defect (“**Bug**”) in the Software. Express Evaluations shall evaluate any such Bug and take commercially reasonable steps to resolve the Bug. If the Bug is a Material Bug, then Express Evaluations shall resolve the Bug within forty-eight (48) hours. At its option, in lieu of resolving a Material Bug, Express Evaluations may revert to an earlier version of the Software that does not contain the Material Bug.

7.3 Email Support. During the Term, Express Evaluations will make support available by email to Licensee's Authorized Users at substantially all times from 9:00 a.m. until 6:00 p.m. MST each Business Day. Express Evaluations will make all attempts to respond to emails within the service delivery expectations of the agreement.

8. INTELLECTUAL PROPERTY MATTERS

8.1 Intellectual Property Rights. The content, organization, graphics, design, compilation, magnetic translation, digital conversion, routines, subroutines, formulae, and other matters related

to the Software are protected under applicable copyrights, patents, trademarks, and other proprietary and/or intellectual property rights. The copying, redistribution, use, or publication by Licensee of any such matters or any part of the Software, except as otherwise expressly authorized, is strictly prohibited. Express Evaluations expressly reserves all intellectual property rights in all text, programs, products, processes, technology, content, and other materials relating to the Software. Any and all logos, emblems, company names, product names, and service names (“**Trademarks**”) referenced in or by the Software or accessible within any application of the Software are Trademarks of their respective owners. In particular, the name "Express Evaluations" and Express Evaluations' logo are trademarks of Express Evaluations. Licensee shall not acquire permission to use any Trademark owned by Express Evaluations or any third party Trademark referenced on, in, or by the Software without express permission from Express Evaluations or the applicable owner of the Trademark.

8.2 Prohibitions. Licensee shall not: (a) delete the copyright notices or any other proprietary legends on or in the Software; (b) decompile, modify, reverse engineer, disassemble or otherwise reproduce the Software, or create derivative works based on the Software; (c) copy, rent, lend, lease, sublicense, distribute, assign, or commercially exploit the Software; (d) use the Software in any manner that could damage, disable, overburden, or impair Express Evaluations' or any other party's search services, servers, or other services; (e) use, download or otherwise transmit the Software to a location other than as authorized in this Agreement; (f) permit the use of the Software or Software Documentation by unauthorized persons; or (g) export the Software or Software Documentation into any country that does not have copyright laws that will protect the copyright of Express Evaluations. Express Evaluations reserves all rights not expressly granted in this Agreement. Each of the terms and conditions of this Agreement is material to the Agreement and failure of Licensee to comply with any of these terms and conditions will result in automatic termination of the License.

9. WARRANTIES, LIMITATION OF LIABILITY, AND DISCLAIMERS

9.1 As-Documented Warranty.

(a) Operation. SUBJECT TO THE REMEDY LIMITATIONS SET FORTH BELOW, Express Evaluations warrants to Licensee that during the Term, the Software will operate in all material respects in accordance with the Software Documentation (the "**As-Documented Warranty**").

(b) Deadline for Reports of Breaches of As-Documented Warranty. No instance of noncompliance with the As-Documented Warranty will be deemed to be a Breach of that warranty unless the procedure set forth in Section 7.2 is followed.

(c) Exclusive Remedies for Breach of As-Documented Warranty. Licensee's sole remedy for any Breach of the As-Documented Warranty, to the exclusion of all other remedies therefor, in contract, tort, or otherwise, is a refund of a pro rata portion of any Fees for any remaining portion of the Initial Term or Renewal Term, as the case may be.

9.2 No Surreptitious Code Warranty. Express Evaluations warrants to Licensee that the Software does not contain any Unauthorized Code (the "**No Surreptitious Code Warranty**").

9.3 Non-infringement. Express Evaluations warrants that the use of the Software by Licensee pursuant to this Agreement will not infringe any valid and subsisting intellectual property right owned by any person.

9.4 Warranty Limitations.

(a) Limitations of Express Evaluations' Warranties. Express Evaluations does not warrant:

- (i) that the operation of the Software will be error free in all circumstances;
- (ii) that all defects in the Software that are not material with respect to the functionality thereof as set forth in the Software Documentation will be corrected;
- (iii) that the operation of the Software will not be interrupted for short periods of time by reason of defect therein or by reason of fault on the part of Express Evaluations; or
- (iv) anything with respect to any information, content, goods, or services provided by any third party and accessed via link from any Express Evaluations website.

(b) No Warranty by Express Evaluations. Licensee will be exclusively responsible as between the Parties for, and Express Evaluations makes no representation or warranty with respect to:

- (i) Licensee is responsible for ensuring that employee identifiers provided to the Software are unique per company for all of Licensee's past and present employees;
- (ii) Determining whether the Software will achieve the results desired by Licensee;
- (iii) Selecting, procuring, installing, operating, and maintaining computer hardware to run the Software;
- (iv) Training Licensee's Authorized Users in computer operations, other than such Express Evaluations provided training as is expressly set forth in this Agreement;
- (v) Ensuring the accuracy of any input data used with the Software;
- (vi) Establishing adequate data backup provisions for backing up Licensee's data;
- (vii) Establishing adequate operational backup provisions (e.g., alternate manual operation plans) in the event of a defect or malfunction that impedes the anticipated operation of the Software;
- (viii) Ensuring the adequacy of any third party's information security policies and practices;
and

- (ix) Ensuring the accuracy and adequacy of any information, content, goods, or services provided by any third party, regardless of whether that information, contact, goods, or services are accessed via a link from any Express Evaluations website.

9.5 DISCLAIMER OF ALL OTHER WARRANTIES AND REPRESENTATIONS. THE EXPRESS WARRANTIES AND EXPRESS REPRESENTATIONS SET FORTH IN THIS AGREEMENT ARE IN LIEU OF, AND EXPRESS EVALUATIONS DISCLAIMS, ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE LICENSED SOFTWARE OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT EXPRESS EVALUATIONS KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. IN ADDITION, EXPRESS EVALUATIONS EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN LICENSEE WITH RESPECT TO THE LICENSED SOFTWARE OR ANY PART THEREOF.

IN NO EVENT SHALL EXPRESS EVALUATIONS BE LIABLE TO LICENSEE OR TO ANY OTHER PARTY FOR THE USE OF A NON-PROPRIETARY PLUG-IN THAT MAY BE ADDED TO THE SOFTWARE.

10. TERMINATION AND BREACH

10.1 Termination.

(a) End of Term. The License shall terminate at the end of the Term if either party gives the other party notice of cancelation at least thirty (30) days prior to the end of the Term.

(b) Early Termination by Express Evaluations. Unless otherwise provided in an applicable Purchase Order, Express Evaluations or the SAN JUAN COUNTY may terminate the License at any time upon thirty (30) days prior written notice to the other party. In the event a party terminates the License pursuant to this Section 10.1(b), Express Evaluations shall refund to Licensee a pro rata portion of any Fees for any remaining portion of the Initial Term or Renewal term, as the case may be, minus any amounts paid to Third Parties in commissions or referral fees.

(d) Termination Upon Breach and Failure to Cure. The Non-breaching Party may terminate the License immediately upon the occurrence of an uncured Breach after providing the Breaching Party with the notice and opportunity to cure required by Section 10.2.

10.2 Breach.

(a) Notice Required. The Party not in breach (“**Non-breaching Party**”) shall give the Party in breach (the “**Breaching Party**”) notice describing the Breach and stating the time provided below,

if any, within which the Breach must be cured. If a provision of this Agreement provides a cure period for the Breach in question (e.g., a period within which Express Evaluations can attempt to remedy a Material Bug), then that provision shall take precedence over any cure period set forth in this Section 10.2.

(i) No Cure Period. No cure period is required, except as may be otherwise provided in this Agreement, if:

(A) This Agreement sets forth specific deadline dates for the obligation allegedly breached, and

(B) The Breach is a willful breach of an obligation of the Breaching Party.

(ii) Non-willful Breach. If the Breach is non-willful, then the Breaching Party shall have five (5) Business Days to cure the Breach after written notice of such Breach by the Non-breaching Party.

(b) Cure. The Breaching Party will be deemed to have cured such Breach if within the cure period the Breaching Party takes steps reasonably adequate to alleviate any damage to the Non-breaching Party resulting from the Breach and to prevent a similar future Breach.

11. DISPUTE RESOLUTION

11.1 Informal Settlement Discussions. With regard to any controversy or claim arising out of or relating to this Agreement, the parties will attempt to resolve the issue(s) with informal settlement discussions before filing litigation in any jurisdiction.

11.2 Injunctive Relief. If Licensee uses the Software in any unauthorized manner, or breaches any terms or conditions of this Agreement, and such use or breach would have a devastating and serious impact on Express Evaluations' continuing ability to compete profitably and would, therefore, result in immediate and irreparable injury, loss or damage to Express Evaluations, then in addition to Express Evaluations' right to recover damages for a breach of this Agreement, Express Evaluations shall also be entitled to obtain a temporary restraining order or a preliminary injunction from a court of competent jurisdiction, without the necessity of posting a bond, to prevent Licensee and Licensee's employees, agents, consultants, and independent contractors from engaging in any further use of the Software and the continued breach of this Agreement.

11.3 EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES. INDEPENDENT OF, SEVERABLE FROM, AND TO BE ENFORCED INDEPENDENTLY OF ANY OTHER ENFORCEABLE OR UNENFORCEABLE PROVISION OF THIS AGREEMENT, OTHER THAN FOR INFRINGEMENT OF ONE PARTY'S INTELLECTUAL PROPERTY RIGHTS BY ANOTHER PARTY, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE OTHER PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND INCLUDING LOST PROFITS, LOSS OF BUSINESS, OR OTHER ECONOMIC DAMAGE, AND FURTHER INCLUDING

INJURY TO PROPERTY, AS A RESULT OF BREACH OF ANY WARRANTY OR OTHER TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

11.4 MAXIMUM AGGREGATE LIABILITY. INDEPENDENT OF, SEVERABLE FROM, AND TO BE ENFORCED INDEPENDENTLY OF ANY OTHER ENFORCEABLE OR UNENFORCEABLE PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL EXPRESS EVALUATIONS' AGGREGATE LIABILITY TO LICENSEE (INCLUDING LIABILITY TO ANY PERSON OR PERSONS WHOSE CLAIM OR CLAIMS ARE BASED ON OR DERIVED FROM A RIGHT OR RIGHTS CLAIMED BY LICENSEE), WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNT OF THE FEE AND ANY RENEWAL FEE AS PROVIDED HEREIN.

11.6 Choice of Law. The laws of the state of Utah, without giving effect to its conflict of laws principles, govern all matters arising out of or related to this Agreement and all transactions it contemplates including, without limitation, its validity, interpretation, construction, performance, and enforcement.

11.7 Forum Selection. Any Party bringing an action for injunctive relief shall bring the legal action or proceeding in either the United States District Court for the District of Utah, or in any court of the state of Utah sitting in Utah County, Utah. Each party consents to the exclusive jurisdiction of the United States District Court for the District of Utah, and the courts of the state of Utah sitting in Utah County, Utah, and their respective appellate courts. Each party agrees that the exclusive choice of forum set forth in this Section 11.7 does not prohibit the enforcement of any judgment obtained in that forum or any other appropriate forum.

11.8 Attorneys' Fees. In the event that any dispute between the Parties should result in litigation or arbitration, the prevailing party to such dispute shall be entitled to recover from the other party all reasonable fees, costs, and expenses of enforcing any right of the prevailing party. Attorney's fees and costs include costs for such items for any appeals.

12. MISCELLANEOUS

12.1 Notice. Any notice required or permitted to be given under this Agreement shall be sufficient if sent via email to Licensee at the email address used during the registration process referenced in Section 4.5 or to Express Evaluations at info@ExpressEvaluations.com. The Parties may designate any other or additional email addresses from time to time in a writing delivered in accordance with this Section 12.1.

12.2 Assignment and Delegation. Licensee shall not assign the rights or obligations of this Agreement without the prior written consent of Express Evaluations. Express Evaluations may

freely assign its rights and obligations under this Agreement without Licensee's prior written consent.

12.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties' permitted successors and assigns.

12.4 Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any individual, group, or entity other than the Parties.

12.5 Amendment. This Agreement is subject to amendment by Express Evaluations from time-to-time and agreement to any such amendment shall be a condition precedent to the continued use of the Software by Licensee. Should Licensee refuse to agree to any such amendment, at Express Evaluations' option this Agreement will be deemed terminated by Express Evaluations as contemplated by Section 11.1(b).

12.6 Severability. If any word, phrase, sentence, clause, section, subsection or provision of this Agreement as applied to either Party or to any circumstance is adjudged by a court to be invalid or unenforceable, the same shall in no way affect any other circumstance or the validity or enforceability of any other word, phrase, sentence, clause, action, section, subsection, or provision of this Agreement to the extent possible without destroying the intent of this Agreement.

12.7 Waiver. The waiver of either Party of a breach or violation of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation.

12.8 Strict Construction. The language used in this Agreement shall be deemed to be in the language chosen by both Parties to express their mutual intent, and no rule of strict construction shall be applied for or against any Party by reason of such Party being deemed the draftsman of this Agreement.

12.9 Interpretation. The terms that are defined in this Agreement may be used in the singular or plural, as the context requires. Whenever the context of this Agreement requires, the gender of all words shall include the masculine, feminine, and neuter. The words "including," "includes," and "include" are deemed to be followed by the words "without limitation." References to "Sections" are to Sections of this Agreement, unless otherwise specifically provided.

12.10 Captions. Captions in this Agreement are asserted for convenience only and do not define, describe, or limit the scope or the intent of this Agreement or any of the terms of this Agreement.

12.11 Entire Agreement. Together with any Purchase Order, this Agreement contains the entire agreement between the Parties and supersedes all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, between the Parties with respect to the subject matter of this Agreement.

13. FEE SCHEDULE AND INVOICING

13.1 For annual licenses, Express Evaluations will submit the invoice to the Licensee’s admin contact. The term of the contract is 365 days from the date this agreement is signed, or from the date agreed upon below. Subsequent annual invoices will be generated 30 days in advance to the end of the 365 day term.

License Start and Renewal Date: January 1, 2022

Initial Pricing Tier: 126-250, \$4,500 per year

HR Consulting Services: \$1,000 per year (Optional, can be cancelled after the first year)

Renewal Pricing Tier is based on the highest active employee count during the preceding 12 month period.

Pricing Schedule based on employee count

| | |
|--------------------|--------------|
| 1-50 Employees | \$1,500 |
| 51-125 Employees | \$2,250 |
| 126-250 Employees | \$4,500 |
| 251-500 Employees | \$6,750 |
| 501-750 Employees | \$9,000 |
| 751-1000 Employees | \$12,750 |
| Above 1000 | To Be Quoted |



Willie Grayeyes
San Juan County
Commission Chair

Date 12/29/2021
Albert Foster
Express Evaluations
President



EXPRESS EVALUATIONS PROPOSAL FOR SAN JUAN COUNTY UTAH

OVERVIEW

Express Evaluations is pleased to submit this proposal for services to support San Juan County in achieving its goals of improving employee satisfaction, improvement, and retention with the employee performance management process.

OUR PROPOSAL

The Software

Express Evaluations has developed an online solution to enable HR departments and entities to streamline the employee performance process. At Express Evaluations, our goal is to provide a platform where employees and managers can "express" feedback on employee improvement and development, and also to provide HR departments with a simple yet robust solution to quickly "express" the process.

Technical/Project Approach

Our onboarding team will move at your pace and complete the project within your timeframe. At your convenience, an implementation call will be conducted to introduce the county's admin team to all aspects of the Express Evaluation software. If San Juan County selects our HR Consulting Service, a dedicated client success manager will be assigned to assist in the design and scheduling of the county's evaluations, using industry best practices, from the start until the project has been completed.



PRICING

Pricing is based off of the maximum number of active employees in the system during the 12 month license. The initial license fee will be based off of the assumption that less than 250 will be active in the system. If the active number of employees exceeds 250 at any point in the year, the annual license would renew at the higher tier (251-500) at the end of the 12 months. The cost of the annual license does not fluctuate during the year.

| Category #1 - Optional Services | Price |
|--|------------|
| HR Consulting – Template creation and design, monthly manager training, expedited support | \$1000.00 |
| This is an optional service, paid on an annual basis, and can be added or removed in subsequent years. | |
| Category #2 – Annual License | |
| Annual License with up to 250 employees | \$4,500.00 |
| For 251-500 employees | \$6,750.00 |

We look forward to working with San Juan County in achieving its goals of improving employee satisfaction, improvement, and retention with the employee performance management process. We are confident that we can meet the challenges ahead and stand ready to partner with San Juan County in delivering an effective HR support solution.

If you have questions on this proposal, feel free to contact Albert Foster at your convenience by email at albert@expresevaluations.com or by phone at 385-301-2122. We will be in touch with you next week to arrange a follow-up conversation on the proposal.

Thank you for your consideration,

Albert Foster
President/CEO



Burgess, Ann Marie <amburgess@sanjuancounty.org>

NEOGOV - Follow-up

Wesley Taylor <wtaylor@neogov.net>

Wed, Sep 22, 2021 at 3:32 PM

To: amburgess@sanjuancounty.org

Hey Ann Marie,

I want to thank you again for taking the time to meet with me today to revisit Neogov! I feel that the meeting today aligns with what you are looking for in an Onboarding and Employee Form document management system while also helping to build out your performance management process at the County. Below you will find the 1-minute highlight videos and list pricing associated with each:

Onboard - \$4,809

eForms - \$6,807

Perform - \$8,245

As far as bundled pricing and discounts go I can work with you on our next call to identify what you will be looking to add to the budget so that way you have more concrete numbers to present. Let me know if you have any questions or would like to schedule additional time to discuss further.

Best,

Wesley

[Book a Meeting HERE](#)

Wesley Taylor

NEOGOV - Account Executive

(904) 224-6226

wtaylor@neogov.net

[Quoted text hidden]



COMMISSION STAFF REPORT

MEETING DATE: January 4, 2022

ITEM TITLE, PRESENTER: Consideration and Approval of a Contract for Mass Appraisal Services for the Assessor's Office with The Appraiser, Inc for \$67,078, Mack McDonald, Chief Administrative Officer

RECOMMENDATION: Make a motion approving the contract.

SUMMARY

San Juan County issued a Request for Proposal on September 28, 2021, for mass appraisal services, and The Appraiser, Inc provided a proposal for these services on October 15, 2021, meeting the due date requirements of the request; and San Juan County Board of Commissioners approved the Notice of Award and Intent to Negotiate a Contract with the Appraiser, Inc to perform appraisal services as the Service Provider; and The Service Provider, who has represented to San Juan County that it is a competent and experienced service provider, including that they are a certified general licensed appraiser issued through the State of Utah Department of Commerce, Division of Real Estate, is experienced in mass appraisal techniques and is experienced in commercial appraisals in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) desires to provide the contractual services under this contract.

HISTORY/PAST ACTION

N/A

FISCAL IMPACT

\$67,078

STANDARD SERVICE PROVIDER CONTRACT

This standard service provider contract is between San Juan County, a political subdivision of the State of Utah, and the following person or entity (the “Service Provider”):

| | | | |
|-------------------|--|------------------------|--|
| Service Provider: | The Appraisers, Inc | Contact Phone Number: | (801) 377-7785 |
| Contact Person: | Gordon E. Lowe | Contact Email Address: | gordon@theappraisersinc.com |
| Address: | 350 East Center Street, Suite 200 Provo, Utah 84606 | Type of Service: | Mass Appraisal Services for the Assessor’s Office. |

San Juan County desires to obtain the services of a professional and competent service provider to provide the contractual services under this contract.

San Juan County issued a Request for Proposal on September 28, 2021, for mass appraisal services, and

The Appraisers, Inc provided a proposal attached as “Exhibit A” for these services on October 15, 2021, meeting the due date requirements of the request; and

San Juan County Board of Commissioners approved the Notice of Award and Intent to Negotiate a Contract with the Appraiser, Inc to perform appraisal services as the Service Provider; and

The Service Provider, who has represented to San Juan County that it is a competent and experienced service provider, including that they are a certified general licensed appraiser issued through the State of Utah Department of Commerce, Division of Real Estate, is experience in mass appraisal techniques and is experienced in commercial appraisals in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) desires to provide the contractual services under this contract.

The parties therefore agree as follows:

1. Scope of Services. The Service Provider agrees as follows:

- A. Service Provider shall provide full services required for the collection of leased and development of capitalization for various types of buildings will be required (County Assessor’s office will send out property rental/sells surveys)
- B. Collection of sales comparable for various types of buildings. Analysis of these sales as they apply to the improvement being appraised
- C. Each building shall be measured, and a Marshall & Swift Cost estimator prepared for each building
- D. Sales and leases will be used to modify/support cost approach
- E. Photographs of each building will shall be provided by the Service Provider
- F. Apex/PAMS drawing for each building shall be provided if available
- G. Appraisal of approximately 356 commercial parcels of land
- H. Development of a Commercial Land Guide
- I. Represent Assessor’s office for any commercial appeals at the San Juan County Board of Equalization
- J. Service Provider will perform all things necessary, including the furnishing of all labor, materials, tools, machinery equipment, insurance, business cards, name badges, services and transportation required for the accomplishment and completion of this project
- K. Service Provider will provide one bound final copy, plus one electronic copy and one bound land guide.
- L. San Juan County Assessor’s office will provide legal descriptions, plat maps and building files to assist in the appraisal.
- M. San Juan County will furnish the Service Provider with a copy of the Marshall & Swift cost estimator program.
- N. Assessor’s office will post the dates that the appraisals will be performed as well as notify property owners by mail.
- O. San Juan County will waive recorder’s fees associated with property searches and ownership data collection information for the term of the Agreement or for the earliest time period reasonably necessary to fulfill the expectations of the Scope of Services of this Agreement.
- P. San Juan County Assessor’s office shall send a property survey to respective property owners. Details and language for the survey will be in coordination with the Assessor’s Office and the Service Provider. All postage costs shall be paid for by San Juan County.

2. Compensation.

- A. Upon the Service Provider’s completion of its duties under section 1 of this contract, San Juan County will Service Provider Sixty-Seven Thousand and Seventy-Eight Dollars and No/100 (\$67,078.00) based on the Bid Structure attached as “Exhibit B”. If the number of commercial and land parcels increase throughout this project, total costs will be adjusted to reflect the number of commercial and land parcels evaluated according to the Bid Structure rates.
- B. Representation at the County Board of Equalization will be at an hourly rate of \$150 per hour plus mileage at \$0.56 per mile and lodging if required. A virtual hearing will be required as the first hearing option to avoid incurring travel and lodging costs if possible.
- C. San Juan County shall mail its payment to the Service Provider within 30 days after the Service Provider completes its duties under section 1 of this contract, unless the parties agree, in writing, to alternative payment arrangements.
- D. Service Provider shall disclose its tax identification or Social Security number to San Juan County before a check or payment will be made by San Juan County to Service Provider.
- E. If this contract is terminated early, San Juan County will pay the Service Provider for the duties completed under section 1 of this contract through the date of early termination.
- F. The Service Provider is responsible for any taxes, contributions, assessments, or fees, which arise from payments made by San Juan County to the Service Provider.
- G. The Service Provider is responsible for paying all subcontractors, material providers, jobbers, or any other person who or entity that provides materials, services, equipment, utilities or otherwise at the request of Service Provider and in connection with or relating to this contract.

3. Effectiveness, Date, and Termination. This contract will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party’s signature). This contract will terminate on December 31, 2022, at 11:59 p.m.

4. Early Termination.

- A. San Juan County may terminate this contract 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. This termination will be effective at the time that San Juan County’s notice is effective under section 8.
- B. San Juan County may terminate this contract due to its dissatisfaction with the Service Provider’s services, which termination will be effective at midnight on the fifth day after San Juan County’s notice is effective under section 8.
- C. San Juan County may terminate this contract for any reason, which termination will be effective at midnight on the 30th day after San Juan County’s notice is effective under section 8.
- D. San Juan County may terminate this contact, which termination will be effective at the time San Juan County’s notice is effective under section 8, if:
 - (1) The Service Provider engages in or permits any unlawful or disruptive conduct or any activity not permitted by law, regulation, ordinance, this contract, and/or the policies of San Juan County; and
 - (2) The Service Provider fails to immediately cease such conduct or activity after notification by law enforcement, San Juan County, or otherwise.
- E. Either party may terminate this contract after a material breach of this contract by the other party, which termination will be effective after the notice is effective under section 8.

5. Warranties.

- A. The Service Provider warrants to San Juan County that:
 - (1) All materials and equipment furnished under this contract shall be:
 - (a) New;
 - (b) Under manufacturer’s warranty;
 - (c) Of reasonable quality; and
 - (d) Free from faults and defects; and
 - (2) All services performed under this contract shall:
 - (a) Be of reasonable quality;
 - (b) Conform with reasonable professional standards; and
 - (c) Conform to codes, regulations, and laws.
 - (d) Materials, Plans, Artwork, Drawings, Brochures, Maps, and Documents produced under this contract will be owned by San Juan County upon completion. San Juan County may use these items in future projects or opportunities as the County needs arise without written consent or authorization from any other party.
- B. Service Provider shall correct or replace any materials or equipment that do not satisfy subsections 5.A.(1)(a)-(d) within 30 days after San Juan County’s notice is effective under section 8.
- C. Service Provider shall correct any services performed that do not satisfy subsections 5.A.(2)(a)-(c) within 30 days after San Juan County’s notice is effective under section 8.

- D. The parties acknowledge that the warranties set forth in Title 70A, Chapter 2, Part 3, Utah Code Annotated, this contract.
- E. The Service Provider shall assign and deliver to San Juan County all manufacturers’ warranties relating to the materials and equipment furnished under this contract as soon as reasonably possible, but in no event later than 10 days after this contract terminates.

6. Insurance. The Service Provider shall maintain for the duration of this contract and for six years after the termination of this contract, the following types of insurance:

- A. A valid occurrence form commercial general liability insurance policy, which covers contractual liability and contractual agreements, with minimum limits as follows:
 - (1) Each occurrence - \$1,000,000.00;
 - (2) Damage to Rented Premises - \$300,000.00;
 - (3) Medical Exp. (Any one person) - \$5,000.00;
 - (4) Personal and Adv. Injury - \$2,000,000.00;
 - (5) General aggregate - \$2,000,000.00; and
 - (6) Products – Comp/Op aggregate - \$2,000,000.00;
- B. A valid automobile liability insurance policy that satisfies the minimum amounts required by Utah law; and
- C. A valid Workers Compensation and Employers’ Liability insurance policy with minimum limits as required by Utah law. If any proprietor, partner, executive, officer, member, or other person is excluded from the Workers Compensation and Employers’ Liability insurance policy, the Service Provider shall provide San Juan County with the applicable state issued waiver.

For the duration of this contract and for six years after the termination of this contract, San Juan County may request the Service Provider to provide San Juan County with certificates or other records that demonstrate that the Service Provider is in compliance with the insurance requirements set forth in this section (the “Certificates/Records”). If the Service Provider fails to provide San Juan County with the requested Certificates/Records within three business days of San Juan County’s request, San Juan County may immediately terminate this contract. If the Service Provider fails to have the insurances required by this contract, San Juan County may immediately terminate this contract.

7. Indemnification. With respect to any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding (“Proceeding”) against San Juan County, San Juan County’s officers, employees, agents, consultants, advisors, and other representatives, and each of their heirs, executors, successors, and assignees (“San Juan County Indemnitees”) that arises out of this contract or the acts or omissions of Service Provider (each, a “Claim”), Service Provider shall, for the duration of this contract and for a period of six years after the termination of this contract, indemnify those San Juan County Indemnitees against any amount awarded in, or paid in settlement of any Proceeding, including interest (“Loss”) and any out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys’ and other professionals’ fees and disbursements (“Litigation Expense”) (Loss and Litigation Expense means “Indemnifiable Losses”) arising out of that Proceeding, except to the extent that San Juan County negligently or intentionally caused those Indemnifiable Losses.

8. Notices. All notices must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, on the next business day if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the parties shall be:

| <u>San Juan County</u> | <u>Service Provider</u> | |
|--|--|--|
| San Juan County Attn: Mack McDonald PO Box 9 Monticello, UT 84535 | <u>With a copy to:</u> San Juan County Attn: Attorney’s Office PO Box 9 Monticello, UT 84535 | Gordon E. Lowe 350 East Center Street, Suite 200 Provo, Utah 84606 |

9. Independent Contractor. The Service Provider shall perform this contract as an independent contractor. The Service Provider acknowledges that it and its representatives are not employees of San Juan County, and, thus, have no right to and shall not be provided with any San Juan County benefits.

10. Conflict of Terms. In the event of any conflict between the terms of this contract and any documents referenced in this contract or incorporated into this contract by reference, including exhibits or attachments to this contract, this contract shall control.

11. Assignment Restricted. Except with the prior written consent of the other party, each party shall not transfer, including merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law:

- A. Any discretion granted under this contract;
- B. Any right to satisfy a condition under this contract;
- C. Any remedy under this contract; or
- D. Any obligation imposed under this contract.

Any purported transfer in violation of this section will be void.

12. Waiver. No waiver of satisfaction of a condition or nonperformance of an obligation under this contract will be effective unless it is in writing and signed by the party granting the waiver.

13. Entire Contract; Amendment. This contract, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this contract. Unless otherwise set forth in this contract, this contract supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this contract. No amendment to this contract will be effective unless it is in writing and signed by both parties.

14. Governing Law; Exclusive Jurisdiction. Utah law governs any Proceeding brought by one party against the other party arising out of this contract. If either party brings any Proceedings against the other party arising out of this contract, that party may bring that Proceeding only in a state court located in San Juan County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such proceeding.

15. Severability. The parties acknowledge that if a dispute between the parties arises out of this contract or the subject matter of this contract, the parties desire the court to interpret this contract as follows:

- A. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and
- B. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the contract will remain in effect as written.

16. Counterparts, Digital Signatures, and Electronically Transmitted Signatures. If the parties sign this contract in counterparts, each will be deemed an original but all counterparts together will constitute one contract. If the parties digitally sign this contract or electronically transmit signatures by email, such signatures will have the same force and effect as original signatures.

Each party is signing this contract on the date below the party's signature.

| | |
|---|---|
| <p>SAN JUAN COUNTY</p> <p>By: _____</p> <p style="padding-left: 40px;">San Juan County Board of County Commissioners</p> <p>Date: _____</p> <p>ATTEST:</p> <p>_____ Lyman Duncan San Juan County Clerk/Auditor Date: _____</p> | <p>THE APPRAISERS, INC.</p> <p>By: _____</p> <p style="padding-left: 40px;">Gordon E. Lowe</p> |
|---|---|

INFORMATION SHEET FOR:

"The Appraisers"
350 East Center Street, Suite #200
Provo, Utah 84606

Mailing Address:

P.O. Box 325
Provo, Utah 84603

(801) 377-7785

(801) 377-7798 FAX

Office Email Address - Billing@TheAppraisersInc.com

Gordon's - Gordon@TheAppraisersInc.com

Jeff's - Jeff@TheAppraisersInc.com

Website - www.TheAppraisersInc.com

STAFF:

Gordon E. Lowe

Certified General Appraiser #5461319-CG00 (expires April 30, 2022)

Jeff Salmon

Certified General Appraiser #11263978-CG00 (expires May 31, 2023)

SERVICES PERFORMED:

"The Appraisers" is a full service appraisal company that has been established in Provo, Utah since 1979. Our appraisers have expertise in the appraisal of Commercial, Residential, Recreational and Agricultural properties. In addition, we are experienced in preparing appraisals for court proceedings.

Gordon E. Lowe has been appraising since July 1991. After graduating from Brigham Young University in April 1991, he worked in a commercial appraisal firm in Las Vegas, Nevada. Gordon has experience appraising a wide variety of property types including commercial, industrial, agricultural, and residential. The majority of Gordon's clients capitalize on his expertise in appraising agricultural and recreational properties. He has appraised numerous farms, ranches, and recreational parcels throughout the state of Utah, western Colorado, and northern Arizona. Many of these assignments have included specialized assignments such as the appraisal of conservation and recreational easements and water rights. Gordon has also been heavily involved in the preparation of condemnation appraisals. He has prepared numerous appraisals for individuals and local communities as well as state and federal agencies. Condemnation assignments have ranged from street widening projects involving homes to accommodate partial acquisitions. Since 1992, Gordon has been heavily involved in ad valorem valuation. Gordon has been retained by numerous counties to complete various tax valuation assignments. Those tax assignments include commercial/industrial and multi-residential reappraisal projects, land valuation guidelines, and the individual valuation of specialty properties such dairies and high confinement livestock and poultry operations. In addition, Gordon has taught classes at the State Assessor's School. He is a Practicing Affiliate of the Appraisal Institute. Gordon is an advanced candidate for the MAI designation. (Certified General Appraiser #5461319-CG00, expires April 30, 2022)

Jeff Salmon is a Certified General Appraiser in the states of Utah. He has been appraising a wide variety of commercial, agricultural, and residential properties since 2008. Jeff began his appraisal career in Lethbridge, Alberta and received his AACI designation from the Appraisal Institute of Canada in 2011. Shortly after, he founded Prairie Appraisals Ltd, a full-service appraisal firm in Raymond, Alberta specializing in agricultural and rural commercial appraisals. Over the next eight years, he was on the approved list for all of the national banks and local credit unions, became the preferred appraiser in the region for the Alberta Governments

Department of Transportation assisting in land acquisition for road expansions. He also completed a number of assignments involving legal matters and was declared an expert witness in real estate appraisals in the Court of Queen's Bench. In 2019, he moved with his family to Spanish Fork, Utah and commenced employment with The Appraisers, Inc. He is currently a Candidate for Designation with the Appraisal Institute and anticipates receiving his MAI designation in 2022. Jeff's success has been primarily due to his emphasis on producing concise, fair and credible reports while maintaining a high standard of ethics. Jeff is a father of six that when not at work, spends his time chasing his kids around hockey rinks, dance studios, volleyball courts, soccer fields, and baseball fields. (Certified General Appraiser #11263978-CG00, expires May 31, 2023)

Staff

The Appraisers Inc. employs one full-time staff position and one part-time staff position. Additional part-time employees are hired on an "as need" basis depending on project and work flow demands.

SERVICE AREA

"The Appraisers" accept and complete appraisal assignments anywhere in the state of Utah. Agricultural/recreational assignments also include Colorado. Residential appraisals are typically limited to Utah County (except for county assessment work).

CLIENTS SERVED

| | |
|------------------------------------|---|
| Provo City | Far West Bank |
| Orem City | Eastern Utah Community Credit Union |
| St. George City | Richards Woodbury |
| Office of Valuation Services (OVS) | SW Mortgage |
| Bureau of Land Management (BLM) | The Mortgage Company |
| Bureau of Reclamation (BOR) | Colonial Mortgage |
| US Forest Service | Numerous Law Firms & Financial Institutions |
| Utah Department of Transportation | Numerous Individuals |
| Utah Division of Wildlife | Multi-County Appraisal Trust |
| Utah State Lands | Utah County |
| The Nature Conservancy | Tooele County |
| LDS Church - AgReserves | Duchesne County |
| Nebo School District | Juab County |
| Provo School District | Wasatch County |
| Scouts USA (BSA) | Emery County |
| Production Credit Association | Carbon County |
| First Security Bank | Summit County |
| Zions First National Bank | Box Elder County |
| Bank of American Fork | JP Morgan Chase |
| Central Bank | Rock Canyon Bank |
| | Numerous Residential AMCs |

REFERENCES

Debbie Swasey

Grand County Assessor

125 East Center Street

Moab, Utah 84532

435-259-1329

dswasey@grandcountyutah.net

Julie Medley

Former Carbon County Assessor

435-820-9777

Steve Farrell (Retired)

State Tax Commission

325 West 500 South

Midway, Utah 84049

Reed Park, Attorney

Nebo School District

350 S. Main

Spanish Fork, Utah 84660

801-354-7475

reed.park@nebo.edu

John Andrews

Snell & Wilmer

15 West South Temple, Suite 1200

Salt Lake City, Utah 84101

801-257-1545

jandrews@swlaw.com

QUALIFICATIONS OF THE APPRAISER

GORDON E. LOWE

Occupation: Real Estate Appraiser,
employed by
"The Appraisers, Inc."
Provo, Utah since 1991.



Professional

Affiliation: Utah State - Certified General Appraiser, #5461319-CG00, expires April 30, 2020
Practicing Affiliate of the Appraisal Institute.
Vice-Chair, Central Utah Sub-chapter of the Appraisal Institute for 1999.

Volunteer

Affiliation: Boy Scouts of America, Venturing Crew Committee Chair
James E. West Fellow
Kiwanis Club Member

Instructor:

Courses Taught
Valuation of Bed and Breakfast Inns

Education:

College Graduate, Brigham Young University, 1991
B.S. Economics with emphasis in agricultural application.
Appraisal Institute Course Graduate, completed nine courses required by the Appraisal Institute for the MAI designation:

- (1) Uniform Standards of Professional Appraisal Practice Update Course, May 12, 2014
- (2) SPP (Part A) Standards of Professional Appraisal Practice of the Appraisal Institute, May 11, 2010,
- (3) SPP (Part B) Standards of Professional Appraisal Practice of the Appraisal Institute, Sept. 25, 2010,
- (4) 1A1 Real Estate Appraisal Principles, 1992,
- (5) 1A2 Basic Valuation Procedures, 1992,
- (6) 210: Residential Case Study, March 1993,
- (7) Capitalization Theory and Tech. (Part A & B), 1992,
- (8) Report Writing and Valuation Analysis, September 2000
- (9) Highest & Best Use and Market Analysis, March 2002

Utah Association of Appraisers, Utah Law Lecture, March 1998.

Continuing Education:

Appraising from Blueprints and Specifications, October 1993
 Appraisal of Retail Properties, March 1995
 Geological Concerns, May 1996
 Property Title Concerns, May 1996
 HVAC Systems in Commercial Buildings, May 1996
 Wasatch Front Commercial Market, May 1997
 Industrial Valuation, September 1997
 Preserving Utah's Open Space in Urban Environments, August 1997
 Appraisal & Real Estate Issue, March 1998
 Specialized Appraisal Issues, September 1998
 Takings 101, March 2001
 Uniform Standards for Federal Land Acquisitions, April 2002
 Scope of Work: Expanding Your Range of Services, February 2008
 Site Valuation and Cost Approach, April 2010
 Physical Legal Economic Overview of Water Rights Seminar, November 2010
 Legislative Report to Appraisers, April 2011
 Federal and State Government Update, October 2011
 Appraisal Procedures and Economic Update Seminar, January 2012
 40 Low Income Housing Valuation, February 2013
 Real Estate Finance Statistics & Valuation Modeling, October 2013
 The Utah Commercial Real Estate Symposium 2014, January 2014
 Appraiser Supervisor & Training Workshop, June 25, 2014
 Ag Outlook, Beef Topics Seminar – Idaho/Utah Chapter ASFMRA, January 2016
 Residential Applications Part 1: Using Technology to Measure & Support Assignment Results, April 2016
 Residential Applications Part 2: Using Technology to Measure & Support Assignment Results, April 2016
 Uniform Appraisal Standards for Federal Land Acquisitions: Practical Applications, August 2017
 Uniform Standards of Professional Appraisal Practices, April 2018

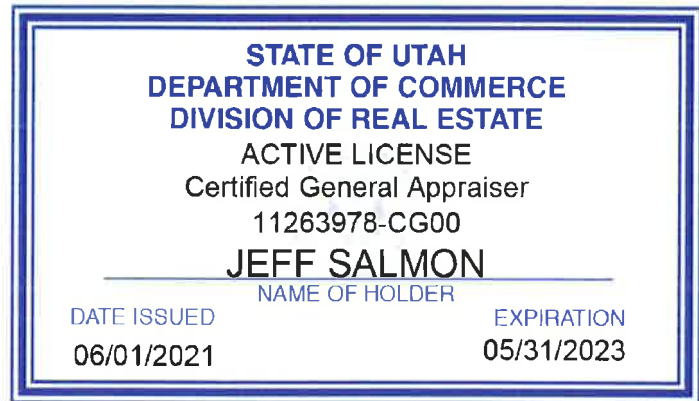
Partial List of Clients:

| | |
|---|---------------------------|
| Appraisal Services Directorate | Summit County |
| Bureau of Land Management | Tooele County |
| Bureau of Reclamation | Uintah County |
| School and Institutional Trust Lands Administration | Utah County |
| The Nature Conservancy | Wayne County |
| Utah Division of Wildlife Resources | Huntington City |
| Hunt Oil Company | Monticello City |
| LDS Church | Orem City |
| Farmland Reserves, Inc. (LDS Non-Profit) | Provo City |
| Pacificorp | Springville City |
| Numerous Law Firms | Nebo School District |
| Sunrise Engineering | Provo School District |
| Box Elder County | Bank of American Fork |
| Carbon County | Far West Bank |
| Duchesne County | JPMorgan Chase Bank |
| Grand County | Norwest Bank |
| Juab County | Wells Fargo Bank |
| Morgan County | Western Ag. Credit |
| Multi-County Appraisal Trust | Zions First National Bank |

QUALIFICATIONS OF THE APPRAISER

JEFF SALMON

Occupation: Real Estate Appraiser,
employed by
"The Appraisers, Inc."
Provo, Utah



Professional Affiliation:

Utah State – Certified General Appraiser, #11263978-CG00, expires May 31, 2021
Appraisal Institute – Candidate for Designation
FHA Roster Appraisers – FHA Approved Residential Appraiser
AACI – Accredited appraiser of the Appraisal Institute of Canada (Retired)
RECA – Licensed Real Estate Appraiser with the Real Estate Council of Alberta (Retired)

Education:

Post Graduate Certificate in Valuation - University of British Columbia, Vancouver, B.C., 2010
Bachelor of Science in Business Management - Brigham Young University, Provo, Utah. 1998
Associates Degree in Business Administration - Ricks College, Rexburg, Idaho. 1995

Experience and Related Previous Employment:

Commercial Appraiser – The Appraisers, Inc, Provo, Utah 2019 to Present

- Appraisal assignments include residential, commercial, industrial, and agricultural properties with an emphasis on agricultural
- Assignments include valuations for financing purposes, legal disputes, foreclosures, estate settlements, succession planning, and government land acquisitions

President/Owner – Prairie Appraisals Ltd., Raymond, Alberta 2011 to 2019

- Appraisal assignments included residential, commercial, industrial, and agricultural properties with an emphasis on agricultural
- Assignments included valuations for financing purposes, legal disputes, foreclosures, estate settlements, succession planning, and government land acquisitions
- Court room experience and declared an expert witness by the Court of Queen's Bench

Commercial Appraiser - Reliance Appraisal Consultants Ltd, Lethbridge, Alberta 2008 to 2011

- Appraisal assignments included commercial, industrial, and agricultural properties with an emphasis on agricultural
- Assignments included valuations for financing purposes, legal disputes, foreclosures, estate settlements, succession planning, and government land acquisitions

Research Manager – Free & Associates/The Meyers Group, Salt Lake City, Utah 1998 to 2002

- Responsibilities included collecting and analyzing market data for new residential housing in the greater Salt Lake area and publishing a quarterly residential construction report.
- Clients included real estate developers, banks, mortgage companies, and real estate appraisal firms.

Continuing Education Courses:

Foundation of Real Estate Appraisal (UBC-2007)

Real Estate Investment Analysis and Advanced Income Appraisal (UBC-2008)

Commercial Property Analysis (UBC-2009)

Case Studies in Appraisal I (UBC-2008)

Case Studies in Appraisal II (UBC-2009)

Foundations of Real Property Assessment and Mass Appraisal (UBC-2008)

Agricultural Valuation (UBC-2011)

Buy Smart: Commercial Property Acquisition (UBC-2017)

Business Strategy: Managing a Profitable Real Estate Business (UBC-2017)

Canadian Uniform Standard of Professional Appraisal Practice (2018)

National USPAP 2020-2021 Update Course (2020)

Business Practices and Ethics (2020)

FHA Appraising – Principles and Procedures (2021)

Excel Applications for Valuations (2021)

DETAILED REVIEW PROCESS

59-2-303.1

(3) (a) "...the county assessor shall complete a **detailed review of property characteristics** for each property at least once every five years."

USPAP

SR 6-1(b) "...not commit a substantial **error of omission**.... "

SR 6-2(e) "identify the **characteristics** of the properties that are relevant...."

SR6-5 "...when necessary for credible assignment results. . . (d) identify the need for and extent of any **physical inspection**."

SR 6-8(1) "describe the **procedure for collecting**, validating, and reporting data."

SR 6-9 "I certify that...I have (or have not) made a personal **inspection** of the properties...."

R884-24P-70 (if you have a current fly over)

"(3)(a) A detailed review of property characteristic shall include a **sufficient inspection to determine any changes** to real property due to:

"(i) new construction, additions, remodels, demolitions, land segregations, changes in use, or other changes of a similar nature; and

"(ii) a change in **condition or effective age**.

"(3)(b)(i) A detailed review of property characteristics shall be made in accordance with the **IAAO Standard on Mass Appraisal of Real Property**.

"(ii) When using **aerial photography**, including oblique aerial photography, the date of the photographic flight is the property review date for purposes of Section 59-2-303.1."

IAAO Standard on Mass Appraisal of Real Property, ©2006

"3.3.2.1 Initial Data Collection. The primary way to obtain property characteristics data is to **physically inspect** the properties...."

"3.3.5 Alternative to Periodic On-Site Inspections. Jurisdictions may employ a set of **digital image technology** tools to replace a routine cyclical field inspection with a computer assisted office review. This tool set should include:

- High-resolution street-view images...

00-0000-3404

COUNTY INFO SHEET

Property Name: Family Dollar
Address: 105 W Main St
Duchesne, UT 84021

Owner Name: FD DUCHESNE LLC
Address: 295 W BURGILN
MIDWAY, UT 84049

Tax Year: 2021
District: 002
Review 2022 No

PROPERTY INFORMATION

PropType: Store, Discount
Neighborhood: 107 MAIN - 100 West (Hwy 191) to 200 West
Zone Entity: Duchesne City
Zone Code: C-1
Zone Description: Commercial
Overlay: None
Compliance: Legal
Total Lot Size: 0.340 ac
Buildings: 1
Units: 1
PP Num/Location:

Inspected By: RDH
Date: 11/15/2018
On/Off Site: On Site
Entrance: Entrance Gained
Assistant:
Designation:
Entrance:

Parking: Type Spaces Surface Condition
Offstreet 25 Asphalt Good

Landscaping: Part / Typical
Amenities: None

APPRAISAL COMMENTS
2019 GEL - This property sold in May 2019 with a NNN lease in place.

| | Description | Adjustment |
|-------------------|----------------------------|------------|
| Frontage: | 250.00 ft | |
| Corner: | Yes | |
| Access: | Average | 1.20 |
| Visibility: | Average | |
| Topography: | Level | |
| Shape: | Rectangular | |
| Utilities: | All Public | |
| Street Imprvmnts: | Curb/Gutter/Sidewalk/Paved | |
| Other: | | |

Legal Description: (for taxing purposes only)
LOTS 1 & 2 BLK 31 DUCHESNE CITY SURVEY. DESC CHG PART FR D-0171 83'. 0.34 AC



LAND AND BUILDINGS

LAND (Land Guide)

| Rec Num | Class | Type | Assmnt Code | Size/Ac | SqFt/Units | Base Rate | Size /Adj | Section Parcel Adj | Adjusted Base Rate | Model Value | Override | Value | /SqFt |
|---------|------------|---------|-------------|---------|-------------|-----------|-----------|--------------------|--------------------|-------------|----------|----------|--------|
| 1 | Commercial | Primary | LC01 | 0.34 ac | 14,810 sqft | \$6.00 | 0.900 | 1.000 | \$6.48 | \$95,969 | | \$95,969 | \$6.48 |

0.34 ac

Valued Land: 0.340 ac

\$95,969
\$6 48/sqft
\$282,262/ac

Less Excess Land:

Plus CA Land:

LAND VALUE:

0.340 ac
\$95,969
\$6.48/sqft
\$282,262/ac

BUILDINGS (Marshall & Swift)

| Bldg Num | Est Num | Building Type | Year Built | % Comp | Act Age | Eff Age | Units | GBA | Mezzanine | Replacement Cost New | /SqFt | Dep | Depreciated Cost | Miscellaneous | Estimated Value | /SqFt |
|----------|---------|-------------------|------------|--------|---------|---------|-------|----------|-----------|----------------------|-------|-------|------------------|---------------|-----------------|-------|
| 00 | 8479 | Site Improvements | 2010 | 100% | 11 | 0 | 0 | 0 sf | 0 | \$26,695 | | 45.0% | \$14,682 | | \$14,682 | |
| 01 | 6546 | Store, Discount | 2010 | 100% | 11 | 5 | 1 | 8,000 sf | 0 | \$544,570 | \$68 | 9.0% | \$495,559 | | \$495,559 | \$62 |

1 Bldgs

100% 1 8,000 sf 0 \$571,265 \$71 27.0% \$510,241

CA Improvements:
IMPROVEMENTS VALUE:

\$510,241
\$510,241
\$63 78/sqft

Item 14.

ECONOMIC UNIT INFORMATION

Principle/Associate: Principle

Principle Parcel: 00-0000-3404

| Parcels | Nbhd | Lot Size | Value | /SqFt | Bldgs | Above Grade | Basement | Mezzanine | Units | M&S Value | /SqFt | Comp | Land Value: |
|---------------------|------|----------|----------|-------|-------|-------------|----------|-----------|-------|-----------|-------|------|-------------|
| 00-0000-3404 | 107 | 0.34 ac | \$95,969 | 6.48 | 1 | 8,000 | 0 | 0 | 1 | \$510,241 | 63.78 | 100% | \$135,956 |
| 00-0000-3412 | 107 | 0.17 ac | \$39,987 | 5.40 | 0 | | | | 0 | | | | \$510,241 |
| Improvements: | | | | | | | | | | | | | |
| EU Value: \$646,197 | | | | | | | | | | | | | |
| Above Grade \$80 77 | | | | | | | | | | | | | |
| GBA \$80 77 | | | | | | | | | | | | | |
| GBA w/Mezz: \$80 77 | | | | | | | | | | | | | |
| Unit: \$646,197.00 | | | | | | | | | | | | | |

| 2 Parcels | 0.51 ac | \$135,956 | \$6.12 | 1 | 8,000 | 0 | 0 | 1 | \$510,241 | \$63.78 |
|-----------|---------|-----------|--------|---|-------|---|---|---|-----------|---------|
|-----------|---------|-----------|--------|---|-------|---|---|---|-----------|---------|

CONDO / PUD INFORMATION

Common Area Num:

Project Name:

| Parcels | Unit | UNIT % PER Declaration | UNIT SQUARE FOOT PER Plat | Measure | % Ownership | Value | Allocation | Value | Allocation |
|---------|------|------------------------|---------------------------|---------|-------------|-------|------------|--------------|------------|
| | | | | | | | LAND | IMPROVEMENTS | Allocation |

RECONCILIATION OF VALUE

| | Weighted Percent | Approach Value | /SqFt | /Unit | Weighted Value |
|--------------------------------------|------------------|----------------|---------|-------------|--------------------|
| Cost Approach (No Excess Land): | 25% | \$606,210 | \$75.8 | \$606,210 | \$151,553 |
| Income Approach (Act Rents): | | | | | |
| Income Approach (Est Rents): | 25% | \$940,500 | \$117.6 | \$940,500 | \$235,125 |
| GRM Approach: | | | | | |
| Sales Approach per SQFT: | 50% | \$1,500,000 | \$187.5 | \$1,500,000 | \$750,000 |
| Sales Approach per UNIT: | | | | | |
| BOE Value: | | | | | |
| Weighted Total: | | | | | \$1,136,678 |
| Strikeout - Insufficient Data | | | | | |
| | | | | | \$142.08 / SqFt |
| | | | | | \$1,136,678 / Unit |
| Excess Land: | | | | | \$0 |
| FINAL VALUE: | | | | | \$1,136,678 |

VALUE DISTRIBUTION

| PREVIOUS VALUES | | | NEW VALUES | | |
|-----------------|-------|-------------|------------|-------|-------------|
| Code | Acres | Value | Code | Acres | Value |
| LC01 | 0.34 | \$95,969 | LC01 | 0.34 | \$95,969 |
| | | | | | |
| | 0.34 | | | 0.34 | |
| | | | | | |
| BC01 | | \$1,040,709 | BC01 | | \$1,040,709 |

APPRAISER'S CERTIFICATION OF VALUE

Appraiser: GEL Date: Apr 01, 2019 Estimate of Value: \$1,136,678

\$1,136,678

00-0000-3404 Bldg 00

UNIT BREAKDOWN

SKETCH 105 W Main St, Duchesne, UT 84021

Units Beds Baths Size

Section 1: 0 sqft

2.0

Section 2:

Section 3:

Section 4:

Section 5:

MARSHALL & SWIFT INFORMATION

Estimate Number: 8479
 Building Name: Site Improvements
 Year Built: 2010 (Actual)
 Remodels/Add:
 Act/Eff Age: 11 yrs /
 Life Expectancy:
 Units: 0
 Percent Complete: 100%
 Percent Office: 0%
 Above Grade Area: 0 sf
 GBA (w/Bsmnt): 0 sf
 Mezzanines: 0 sf

Basic Structure:
 Basement:
 Superstructure:
 Garage:
 Building Cost New:
 Extras:
 Replacement Cost:
 45.0% Depreciation
 Depreciated Cost:
 Miscellaneous:
Building Value:

\$26,695
 \$26,695
 -\$12,013
 \$14,682
\$14,682

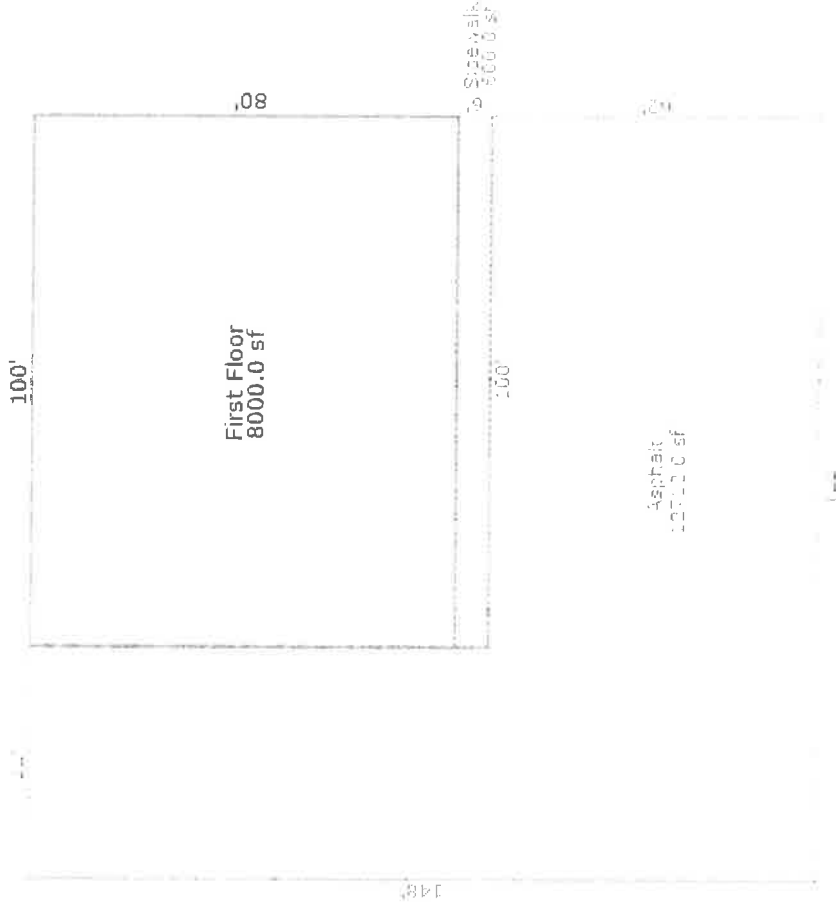
Item 14.

00-0000-3404 Bldg 01

UNIT BREAKDOWN

| Units | Beds | Baths | Size |
|-------|------|-------|-------|
| 1 | | | 8,000 |

SKETCH 105 W Main Street, Duchesne, UT 84021



Sketch by Apex Medina™

MARSHALL & SWIFT INFORMATION

Estimate Number: 6546
 Building Name: Family Dollar
 Year Built: 2010 (Actual)
 Remodels/Add: 11 yrs / 5 yrs
 Act/Eff Age:
 Life Expectancy:
 Units: 1
 Percent Complete: 100%
 Percent Office: 0%

Above Grade Area: 8,000 sf
 GBA (w/Bsmnt): 8,000 sf
 Mezzanines: 0 sf

Section 1: 8,000 sqft

2.0

Section 2:

| | |
|------------------------|------------------|
| Basic Structure: | \$539,526 |
| Basement: | |
| Superstructure: | |
| Garage: | |
| Building Cost New: | \$539,526 |
| Extras: | \$6,044 |
| Replacement Cost: | \$544,570 |
| 9.0% Depreciation | -\$49,011 |
| Depreciated Cost: | \$495,559 |
| Miscellaneous: | |
| Building Value: | \$495,559 |

Item 14.

Section 4:

Section 5:



Report Claims Immediately by Calling*
1-800-238-6225

*Speak directly with a claim professional
24 hours a day, 365 days a year*

*Unless Your Policy Requires **Written** Notice or Reporting

OFFICE PAC

REAL ESTATE APPRAISERS



A Custom Insurance Policy Prepared for:

THE APPRAISERS, INC
350 EAST CENTER STREET
SUITE 200
PROVO UT 84606

Presented by: ISU-WISEMAN INSURANCE



RENEWAL CERTIFICATE

COMMON POLICY DECLARATIONS
OFFICE PAC
BUSINESS: REAL ESTATE APP

POLICY NO.: 680-71841467-20-42
ISSUE DATE: 09/18/2020

INSURING COMPANY:
TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS:

THE APPRAISERS, INC
350 EAST CENTER STREET
SUITE 200
PROVO UT 84606

2. POLICY PERIOD: From 11/01/2020 to 11/01/2021 12:01 A.M. Standard Time at your mailing address.

3. LOCATIONS:

| PREM. NO. | BLDG. NO. | OCCUPANCY | ADDRESS (same as Mailing Address unless specified otherwise) |
|-----------|-----------|-----------------|--|
| 001 | 001 | REAL ESTATE APP | 350 E CENTER ST STE 200-220 PROVO UT 84606 |

4. COVERAGE PARTS AND SUPPLEMENTS FORMING PART OF THIS POLICY AND INSURING COMPANIES

| COVERAGE PARTS AND SUPPLEMENTS | INSURING COMPANY |
|--------------------------------|------------------|
| Businessowners Coverage Part | ACJ |

5. The COMPLETE POLICY consists of this declarations and all other declarations, and the forms and endorsements for which symbol numbers are attached on a separate listing.

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy containing its complete provisions.

| POLICY | POLICY NUMBER | INSURING COMPANY |
|--------|---------------|------------------|
|--------|---------------|------------------|

DIRECT BILL

7. PREMIUM SUMMARY:

| | | |
|---------------------|----|--------|
| Provisional Premium | \$ | 500.00 |
| Due at Inception | \$ | |
| Due at Each | \$ | |

NAME AND ADDRESS OF AGENT OR BROKER

ISU-WISEMAN INSURANCE E6107
PO BOX 1486

PROVO UT 84603

COUNTERSIGNED BY:

Authorized Representative

DATE: 09/18/2020



One Tower Square, Hartford, Connecticut 06183

BUSINESSOWNERS COVERAGE PART DECLARATIONS

OFFICE PAC

POLICY NO.: 680-7184L467-20-42

ISSUE DATE: 09/18/2020

INSURING COMPANY:

TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

POLICY PERIOD:

From 11-01-20 to 11-01-21 12:01 A.M. Standard Time at your mailing address

FORM OF BUSINESS: CORPORATION

COVERAGES AND LIMITS OF INSURANCE: Insurance applies only to an item for which a "limit" or the word "included" is shown.

COMMERCIAL GENERAL LIABILITY COVERAGE

| OCCURRENCE FORM | LIMITS OF INSURANCE | |
|--|---------------------|-----------|
| General Aggregate (except Products-Completed Operations Limit) | \$ | 4,000,000 |
| Products-completed Operations Aggregate Limit | \$ | 4,000,000 |
| Personal and Advertising Injury Limit | \$ | 2,000,000 |
| Each Occurrence Limit | \$ | 2,000,000 |
| Damage to Premises Rented to You | \$ | 300,000 |
| Medical Payments Limit (any one person) | \$ | 5,000 |

BUSINESSOWNERS PROPERTY COVERAGE

DEDUCTIBLE AMOUNT: Businessowners Property Coverage: \$ 500 per occurrence.
 Building Glass: \$ 500 per occurrence.

BUSINESS INCOME/EXTRA EXPENSE LIMIT: Actual loss for 12 consecutive months

Period of Restoration-Time Period: Immediately

ADDITIONAL COVERAGE:

Fine Arts: \$ 25,000

Other additional coverages apply and may be changed by an endorsement. Please read the policy.

SPECIAL PROVISIONS:

**COMMERCIAL GENERAL LIABILITY COVERAGE
 IS SUBJECT TO A GENERAL AGGREGATE LIMIT**

MP T0 01 02 05 (Page 1 of 2)

BUSINESSOWNERS PROPERTY COVERAGE

PREMISES LOCATION NO.: 001 BUILDING NO.: 001

| COVERAGE | LIMIT OF INSURANCE | VALUATION | COINSURANCE | INFLATION GUARD |
|--|--------------------|-----------|-------------|-----------------|
| BUSINESS PERSONAL PROPERTY \$ *Replacement Cost | 104,110 | RC* | N/A | 4.0% |

COVERAGE EXTENSIONS:

| | | |
|---------------------|----|--------|
| Accounts Receivable | \$ | 25,000 |
| Valuable Papers | \$ | 25,000 |

Other coverage extensions apply and may be changed by an endorsement. Please read the policy.

Exhibit B
Bid Structure

Item 14.

Attachment A

San Juan County RFP Form

Respondent Information: Provide the following information about yourself and your company.

Respondent Name: The Appraiser, Inc.

(Note: give exact legal name as it will appear on the contract, if awarded)

Address: 350 East Center Street, Suite 200

P.O. Box 325
Provo, UT 84601

City: Provo State: Utah Zip: 84606

Business Structure:

- Individual or Sole Proprietorship
- Partnership
- Corporation
- Limited Liability Company
- Other, list business structure _____

Insurance Certificate: Copy of insurance certificate, or You are willing to get the proper insurance requirements if awarded the contract during contract negotiation.

Contact Information: List the one person who San Juan County or their representative may contact concerning your proposal.

Name: Gordon E. Lowe

Telephone Number: 801-377-7785

E-Mail: gordon@TheAppraisersInc.com

Final Bid/Pricing Structure:

See Attached

By submitting this proposal, Gordon E. Lowe hereby certifies our willingness to enter into a contract with San Juan County, if selected.

Signature 

Date October 15, 2021

THE APPRAISERS

P.O. Box 325 • Provo, Utah 84603 • Phone (801) 377-7785 • Fax (801) 377-7798

October 15, 2021

San Juan County
 Attn: Purchasing Agent
 117 South Main
 P.O. Box 9
 Monticello UT 84535

RE: San Juan County Mass Appraisal Services

To Whom it concerns:

I am writing in response to the referenced mass appraisal services requested by San Juan County. It was a pleasure visiting virtually with Mack McDonald and Rick Meyer October 12th. The in-person discussion and exchange of information was helpful.

The Appraisers, Inc. has performed mass appraisal services for counties throughout Utah for over the past 34 years. County services have included bench mark appraisals, land guides, mass appraisals and annual, new growth appraisals. Over this time period, we have tracked market trends and continue to maintain a comprehensive sales database of multiple property types. We have worked closely with Assessor's Office employees and supervised staff appraisers through their respective certification processes. Our ongoing relationship with Assessor's Offices has been favorable, and we hope to continue. I have completed numerous appraisal assignments in San Juan County over the past 30 years from Spanish Valley to Monument Valley. My knowledge of the market and property transfers is extensive.

This is our formal cost estimate for the referenced appraisal service as it relates to the 2022 assessment roll. The number of land parcels and buildings provided in the RFP is 356 and 410, respectively. The count could change once the inspections have been completed. We will work closely with the Assessor before adding parcels or buildings to the stated count. Based on the count provided in the RFP, we propose the following bid structure:

| | | | |
|-----------------------|-----------------|---|-----------------|
| Land Parcels: | 356 @ \$38 each | = | \$13,528 |
| Buildings: (estimate) | 410 @ \$99 each | = | \$40,590 |
| Land Guide/Program: | Lump Sum | = | <u>\$11,000</u> |
| Sub-total: | | = | \$65,118 |
| Travel/Lodging: | Lump Sum | = | \$1,960 |
| Total: | | = | \$67,078 |

The Appraisers, Inc. owns and maintains a licensed copy of Marshall and Swift Cost Estimator (Commercial and Residential). We have a copy of Apex V6 Standard. Over the past two decades, our office has developed a mass appraisal property management program. The program is used from appraisal development to reporting appraisal results according to Uniform Standards of Professional Appraisal Practice (Standards 5 &6). A separate valuation

San Juan County
Purchasing Agent
Page 2
October 15 2021

summary report will be generated for each land parcel and respective improvements. Data and results from our property valuation database program can be uploaded in multiple formats for the County's use.

We will work with the Assessor to develop rental surveys to be sent to respective property owners from the San Juan County Assessor's office. We will make conscientious efforts during the normal course of business practices to visit and view each property as part of the appraisal development process.

Representation at county Board of Equalization will be at an hourly rate of \$150 per hour plus mileage (\$0.56 per mile) and lodging (if required). However, all efforts will be utilized to avoid this costly process based on market evidence. Ongoing consulting is available, at the discretion of the Assessor, for new growth and annual market evaluation. The hourly rate for ongoing consulting will be set at \$120 per hour plus mileage (\$0.56 per mile) and lodging when justified.

Final billing will be based on a price per unit of actual parcels and buildings appraised. In other words, if the number of land parcels or buildings changes from what is reflected above, our bill will change accordingly. Should the bid be awarded to our office, we will bill the county \$10,000 per month with the balance due at completion of the project. Base on the time line in the RFP, we could begin as soon as December 1, 2021, in order to submit appraisal results to the Assessor by the first week of May, 2022.

Should you wish to visit with any of our most recent clients, contact information can be provided. Thank you for the opportunity to be of service. Please know that we are always on hand to meet your real estate appraisal needs.

Respectfully,



Gordon E. Lowe, Appraiser

Utah State-Certified General Appraiser
Certificate #5461319-CG00 Expires 4-30-2022

GEL/mjp

COMMISSION ASSIGNMENTS

2022

| | | |
|---|---|---|
| Commissioner Kenneth Maryboy | Commissioner Willie Grayeyes | Commissioner Bruce Adams |
| | | |
| Roads | Roads | Roads |
| County Health Services | County Health Services | County Health Services |
| Economic Development, Visitor Services & Tourism | Economic Development, Visitor Services & Tourism | Economic Development, Visitor Services & Tourism |
| Planning and Zoning | Planning and Zoning | Planning and Zoning |
| Aging | Aging | Aging |
| Navajo Revitalization Board | Navajo Revitalization Board | Weed and Rodent Control |
| Airports | Airports | Airports |
| County Buildings and Grounds | County Buildings and Grounds | County Buildings and Grounds |
| Liaison Between Navajo Tribe, Utah Navajo Commission, and the Utah Navajo Chapters | Liaison Between Navajo Tribe, Utah Navajo Commission, and the Utah Navajo Chapters | State and County Fairs |
| | San Juan County Public Health Board | Historical Commission |
| San Juan County Public Health Board | County Economic Development Board | Association of Governments |
| RAC | RAC | SJ Transportation District |
| San Juan Mental Health / Substance Abuse Board | San Juan Mental Health / Substance Abuse Board | Community Impact Board |
| | Seven County Infrastructure | UCIP Board |
| Federal, State, Regional Affairs | Federal, State, Regional Affairs | Federal, State, Regional Affairs |
| Fire | Fire | Fire |
| | | UAC Board of Directors |
| | | |
| San Juan Counseling | San Juan Counseling | San Juan Counseling |

| | | |
|--------------------------|--|-----------------------------------|
| Mack McDonald | Library Board | |
| Communications/TV | Local Homeless Coordinating Committee | Canyon Country Partnership |