



BOARD OF COMMISSIONERS MEETING
117 South Main Street, Monticello, Utah 84535. Commission Chambers
June 20, 2023 at 11:00 AM

AGENDA

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

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

Public comments will be accepted through the following Zoom 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 June 2nd through the 14th, 2023 Check Registers
2. Ratify the Annual Road Master Agreements including the Bear's Ears National Monument Road Stabilization, the Bears Ears Access Maintenance Agreement and the Devil's Canyon Campground Slurry Seal Maintenance Agreement with the U.S. Forest Service
3. Approval of the County Surveyor Vacancy Notice
4. Approval of a Letter of Recommendation for Commissioner Jamie Harvey's Consideration for the Bears Ears National Monument Advisory Committee.
5. Approval of a Memorandum of Understanding – UOT Forever Mighty 2021

- [6.](#) Approval of the State of Utah, Administrative Office of the Courts, Annual Security Contract

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

7. Historic Commission Update and Presentation, Nancy Kimmerle
8. State of Utah Division of Water Resources Watershed Presentation, Hollee Wood
9. Presentation by the State of Utah, Administrative Office of the Courts. Chris Talbot, Court Facilities Director
- [10.](#) 2023 Election Proclamation by Governor Spencer J. Cox. Lyman Duncan, County Clerk/Auditor
- [11.](#) 2023 Property Tax Abatement Program. Lyman Duncan, County Clerk/Auditor

BUSINESS/ACTION

- [12.](#) Consideration and Approval of the 2023 Interlocal Agreement with the Town of Bluff for Primary & General Elections Services. Lyman Duncan, County Clerk/Auditor
- [13.](#) Consideration and Approval of the 2023 Glamping Campground Alcohol Application. Lyman Duncan, County Clerk/Auditor
- [14.](#) Consideration and Approval of a Contract with Zions Way to Purchase Caregiver In Home Care Services. Tammy Gallegos, Aging Director
- [15.](#) Consideration and Approval of a Contract with Zions Way to Purchase Alternatives In Home Care Services. Tammy Gallegos, Aging Director
- [16.](#) Consideration and Approval of a Contract with Comfort At Home Care to Purchase Alternatives In Home Care Services. Tammy Gallegos, Aging Director
- [17.](#) Consideration and Approval of a Contract with Comfort At Home Care to Purchase Caregiver In Home Care Services. Tammy Gallegos, Aging Director
- [18.](#) Consideration and Approval of a Contract with Edward Tapaha to Purchase Translation Services for the In Home Programs. Tammy Gallegos, Aging Director
- [19.](#) Consideration and Approval of a Contract with Rocky Mountain Personal Care to Purchase Alternatives In Home Care Services. Tammy Gallegos, Aging Director
- [20.](#) Consideration and Approval of a Contract with Rocky Mountain Home Health to Purchase Alternatives In Home Care Services. Tammy Gallegos, Aging Director
- [21.](#) Consideration and Approval of the Utah Legal Services Contract for Services. Tammy Gallegos, Aging Director
- [22.](#) Consideration and Approval of a Contract with Rocky Mountain Home Care to Purchase Caregiver In Home Care Services. Tammy Gallegos, Aging Director

- [23.](#) Consideration and Approval of a Contract with Shelia Knight RN for Medicaid Aging Waiver Services. Tammy Gallegos, Aging Director
- [24.](#) Consideration and Approval of the Extension of the Cooperative Wildfire System Agreement. David Gallegos, County Fire Chief
- [25.](#) Consideration and Approval of Spanish Valley Overnight Accommodations Overlay Application, Balanced Rock Resort. Mack McDonald, Chief Administrative Officer
- [26.](#) Consideration and Approval of Snow Minor Subdivision Amendment 1. Mack McDonald, Chief Administrative Officer
- [27.](#) Consideration and Approval of Spanish Valley Storm Water Master Plan. Mack McDonald, Chief Administrative Officer
- [28.](#) CONSIDERATION AND APPROVAL OF A RESOLUTION UPDATING THE SAN JUAN COUNTY LIBRARY SYSTEM BOARD OF DIRECTOR BYLAWS. Nicole Perkins, Library Director
- [29.](#) Consideration and Approval of the Blue Mountain Community Market to lease the County lot located at 52 East 100 South across from the County Building by Elaine Gizler, Economic Development and Visitor Services Director.
- [30.](#) Consideration and Approval of Off-Highway Vehicle Recreation Grant, TJ Adair, Road Superintendent
- [31.](#) Consideration and Approval to Purchase \$199,677.00 in Equipment for Trail Maintenance, TJ Adair, Road Superintendent
- [32.](#) CONSIDERATION AND APPROVAL OF A RESOLUTION SUPPORTING CONGRESSMAN CURTIS’S CONGRESSIONAL HOUSE BILL H.R. 3397 - TO REQUIRE THE DIRECTOR OF THE BUREAU OF LAND MANAGEMENT TO WITHDRAW A RULE OF THE BUREAU OF LAND MANGEMENT RELATING TO CONSERVATION AND LANDSCAPE HEALTH

COMMISSION REPORTS

EXECUTIVE SESSION

33. A Closed Executive Session to for a Strategy Session to Discuss Pending or Reasonably Imminent Litigation as Permitted Under UCA 52-4-205.

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**

**San Juan County
Check Register
All Bank Accounts - 06/02/2023 to 06/14/2023**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>	<u>Activity Code</u>
Acumen Fiscal Agent LLC	125295	40136.40305	06/05/2023	06/06/2023	2,338.67	SJC Public Health	104685615 - Contracts	
Acumen Fiscal Agent LLC	125295	40663	06/05/2023	06/06/2023	1,369.21	SJC Public Health	104685615 - Contracts	
					<u>\$3,707.88</u>			
					\$3,707.88			
Adams, Bruce	125387	BA06012023	06/14/2023	06/14/2023	295.40	Expense Reimbursement	104193490 - Advertising and Promotion	
					<u>\$295.40</u>			
					\$295.40			
Amazon Capital Services	125296	1CWK-RXX4-JG	06/05/2023	06/06/2023	130.80	SJC Road Dept	214412250 - Equipment Operation	
Amazon Capital Services	125296	1DJN-VYTJ-GNV	06/05/2023	06/06/2023	34.56	SJC Road Dept	214414240 - Office Expense	
Amazon Capital Services	125296	1H17-H19D-1WF	06/05/2023	06/06/2023	33.95	SJC Road Dept	214412250 - Equipment Operation	
Amazon Capital Services	125296	1QGF-VTCH-177	06/05/2023	06/06/2023	608.11	SJC Public Health	255310.480 - PHEP Preparedness Spe	
Amazon Capital Services	125296	1VJH-QMTR-C9P	06/05/2023	06/06/2023	17.95	SJC Public Health	255296.480 - Health Disparities Special	
					<u>\$825.37</u>			
Amazon Capital Services	125388	1WYQ-D3LC-F3L	06/13/2023	06/14/2023	47.57	SJC Public Health	255007.240 - Indirect Admin Office exp	
					<u>\$872.94</u>			
					\$872.94			
Atcity, Kayla	125389	KA060723	06/13/2023	06/14/2023	53.71	Travel Reimbursement	255115.230 - WIC Peer Counseling Tra	
					<u>\$53.71</u>			
					\$53.71			
Atkinson Sound	125297	3426	06/02/2023	06/06/2023	3,800.00	San Juan Stampede	104850620 - Miscellaneous Services	
					<u>\$3,800.00</u>			
					\$3,800.00			
Austin, Ann	125390	AA06082023	06/12/2023	06/14/2023	50.00	Planning & Zoning Meeting	104114620 - Miscellaneous Services	
Austin, Ann	125390	AA06082023	06/12/2023	06/14/2023	65.50	Planning & Zoning Meeting	104114230 - Travel Expense	
					<u>\$115.50</u>			
					\$115.50			
Bar T Rodeo	125298	20230602121158	06/02/2023	06/06/2023	38,920.00	San Juan Stampede	104850620 - Miscellaneous Services	
					<u>\$38,920.00</u>			
					\$38,920.00			
Bastian, Brittney	125299	BB04182023	06/05/2023	06/06/2023	111.02	Purchase Reimbursement	264350141 - Uniform Allowance	
Bastian, Brittney	125299	BB04182023	06/05/2023	06/06/2023	462.35	PURCHASE REIMBURSEMENT	264350230 - Travel Expense	
Bastian, Brittney	125299	BB04182023	06/05/2023	06/06/2023	795.00	Purchase Reimbursement	264350330 - Employee Education	
					<u>\$1,368.37</u>			
					\$1,368.37			
Begay, Roland	125300	307	06/05/2023	06/06/2023	100.00	ADRC Grant	104672615 - Contracts	
Begay, Roland	125300	308	06/05/2023	06/06/2023	100.00	ADRC Grant	104672615 - Contracts	
					<u>\$200.00</u>			
					\$200.00			
Benn, Lyandra	125301	LB05182023	06/05/2023	06/06/2023	116.00	travel reimbursement	104230230 - Travel Expense	
Benn, Lyandra	125391	LB06042023	06/12/2023	06/14/2023	87.00	travel reimbursement	104230230 - Travel Expense	
					<u>\$203.00</u>			
					\$203.00			
Bethea, Derek	125302	DB05222023	06/05/2023	06/06/2023	120.00	Travel Reimbursement	104230230 - Travel Expense	
					<u>\$120.00</u>			
					\$120.00			
Black, Darin	125392	DB06082023	06/13/2023	06/14/2023	118.00	Travel Reimbursement	104682230 - Travel Expense	
					<u>\$118.00</u>			
					\$118.00			

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Blanding City	125303	20230602163220	06/05/2023	06/06/2023	594.36	501683003 Blanding Senior Center	104672270 - Utilities	
Blanding City	125303	551750001_0525	06/05/2023	06/06/2023	1,289.18	551750001 - 1049 S Main	214414270 - Utilities	
Blanding City	125303	551751001	06/05/2023	06/06/2023	83.32	551751001 - 1091 S Main	214414270 - Utilities	
Blanding City	125303	BC202305251020	06/05/2023	06/06/2023	782.60	553343140	255007.270 - Indirect Admin Utilities	
					<u>\$2,749.46</u>			
					\$2,749.46			
Blue Mountain Foods	125304	119240	06/05/2023	06/06/2023	26.39	S.J.C. Jail Supplies	104230480 - Kitchen Food	
Blue Mountain Foods	125304	5052023	06/05/2023	06/06/2023	51.00	Bluff Senior Center	104677329 - Meals - Bluff	
Blue Mountain Foods	125304	5052023	06/05/2023	06/06/2023	51.00	Bluff Senior Center	104678329 - Meals - Bluff	
					<u>\$128.39</u>			
Blue Mountain Foods	125393	119286	06/12/2023	06/14/2023	187.24	SJC Sheriff Dept	104215620 - Miscellaneous Services	
Blue Mountain Foods	125393	119290	06/12/2023	06/14/2023	31.96	SJC Sheriff Dept	104215620 - Miscellaneous Services	
Blue Mountain Foods	125393	119322	06/12/2023	06/14/2023	5.27	S.J.C. Jail Supplies	104230480 - Kitchen Food	
					<u>\$224.47</u>			
					\$352.86			
Blue Mountain Meats Inc.	125305	433562	06/05/2023	06/06/2023	131.70	SJC Aging	104677328 - Meals - La Sal	
Blue Mountain Meats Inc.	125305	433562	06/05/2023	06/06/2023	131.70	SJC Aging	104678328 - Meals - La Sal	
Blue Mountain Meats Inc.	125305	433580	06/05/2023	06/06/2023	51.22	SJC Aging	104678328 - Meals - La Sal	
Blue Mountain Meats Inc.	125305	433580	06/05/2023	06/06/2023	51.23	SJC Aging	104677328 - Meals - La Sal	
					<u>\$365.85</u>			
					\$365.85			
Bluff Water Works	125306	9765	06/05/2023	06/06/2023	25.00	Bluff Fire Sation	104225270 - Utilities	
					<u>\$25.00</u>			
CAHC - Comfort at Home Care LLC	125307	20230602163118	06/05/2023	06/06/2023	2,663.52	Respite	104684615 - Contracts	
					<u>\$2,663.52</u>			
Cal Dean Black-Custom Catering	125394	2023-26	06/12/2023	06/14/2023	680.00	SJC Economic Development	104193490 - Advertising and Promotion	
					<u>\$680.00</u>			
Carlson, Brittney	125308	BC053123	06/05/2023	06/06/2023	1,490.19	Travel Reimbursement	255139.230 - DIS Expanded Authority T	
					<u>\$1,490.19</u>			
Carter, Christy	125309	1025	06/05/2023	06/06/2023	960.00	San Juan Public Health	255335.330 - Crisis Response Workfor	
					<u>\$960.00</u>			
Cellular One	125310	400802650	06/05/2023	06/06/2023	13.71	SJC Library	724581280 - Telephone	
Cellular One	125310	4653347	06/05/2023	06/06/2023	73.86	SJC Library 00400775626	724581280 - Telephone	
Cellular One	125310	4653347	06/05/2023	06/06/2023	143.39	SJC Library 00400775626	724581920 - Grant Expenses	
					<u>\$230.96</u>			
					\$230.96			
Cintas Corporation #108	125311	4156073764	06/05/2023	06/06/2023	42.87	SJC Road Dept	214414210 - Subscriptions and Membe	
Cintas Corporation #108	125311	4156073764	06/05/2023	06/06/2023	49.88	SJC Road Dept	214414260 - Buildings and Grounds	
					<u>\$92.75</u>			
					\$92.75			
Clark, Sharmayne	125395	SC05292023	06/13/2023	06/14/2023	560.00	Alternatives	104679615 - Contracts	
					<u>\$560.00</u>			

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Collins, Catherine	125396	CC05312023	06/13/2023	06/14/2023	560.00	Alternatives	104679615 - Contracts	
					\$560.00			
Comfort Inn & Suites	125397	20230606133723	06/13/2023	06/14/2023	90.00	Curt Dunn	104679615 - Contracts	
					\$90.00			
Crater, Adriann	125398	AC06032023	06/12/2023	06/14/2023	58.00	Travel Reimbursement	104230230 - Travel Expense	
					\$58.00			
Cribs for Kids Inc.	125312	19425	06/05/2023	06/06/2023	650.00	Public Health	255077.480 - Lead Poisoning Preventi	
					\$650.00			
Data Center	125399	60384	06/12/2023	06/14/2023	863.53	SJC Clerk - Valuation Notices	104143241 - Postage	
Data Center	125399	60384	06/12/2023	06/14/2023	863.53	SJC Clerk - Valuation Notices	104146241 - Postage	
Data Center	125399	60384	06/12/2023	06/14/2023	863.54	SJC Clerk - Valuation Notices	104142241 - Postage	
					\$2,590.60			
					\$2,590.60			
Delta Rigging & Tools Inc.	125313	GRA_PSI001073	06/05/2023	06/06/2023	156.00	SJC Road	214412250 - Equipment Operation	
					\$156.00			
Dept. of Natural Resources	125314	20230602111658	06/05/2023	06/06/2023	3,208.00	County Fire Warden Billing	104850310 - Professional and Technica	
					\$3,208.00			
Dobson, Ed	125400	ED06082023	06/12/2023	06/14/2023	50.00	PLANNING AND ZONING	104114620 - Miscellaneous Services	
					\$50.00			
Dominion Energy	125315	20230525-17324	06/05/2023	06/06/2023	332.59	3617789388 885 E Center	214414270 - Utilities	
Dominion Energy	125315	20230526161851	06/05/2023	06/06/2023	51.90	6063860000 Central Rd	104225270 - Utilities	
Dominion Energy	125315	20230526161851	06/05/2023	06/06/2023	51.91	6063860000 Central Rd	104255270 - Utilities	
Dominion Energy	125315	20230526161913	06/05/2023	06/06/2023	48.58	765508819-00001	104225270 - Utilities	
Dominion Energy	125315	20230526161913	06/05/2023	06/06/2023	48.58	765508819-00001	104225270 - Utilities	
Dominion Energy	125315	20230526161958	06/05/2023	06/06/2023	1,284.43	6063860000 Central Rd	104255270 - Utilities	
Dominion Energy	125315	20230526162009	06/05/2023	06/06/2023	603.85	6063860000 Central Rd	104255270 - Utilities	
Dominion Energy	125315	20230526162023	06/05/2023	06/06/2023	809.98	6063860000 Central Rd	104255270 - Utilities	
Dominion Energy	125315	20230526162023	06/05/2023	06/06/2023	809.98	6063860000 Central Rd	104255270 - Utilities	
					\$4,041.80			
Dominion Energy	125401	20230609134633	06/13/2023	06/14/2023	124.25	3153860000 264 S 100 E	104165270 - Utilities	
Dominion Energy	125401	20230609134633	06/12/2023	06/14/2023	14.23	7624767442 881 E Center	104225270 - Utilities	
Dominion Energy	125401	20230609134633	06/12/2023	06/14/2023	158.20	0922180000 835 E Central Fair	104620270 - Utilities	
Dominion Energy	125401	20230609134633	06/12/2023	06/14/2023	59.82	2922180000 835 E Central Book	104161270 - Utilities	
Dominion Energy	125401	20230609134633	06/12/2023	06/14/2023	89.43	8743860000 96 W 100 S	264350270 - Utilities	
Dominion Energy	125401	20230609134633	06/12/2023	06/14/2023	2,638.19	6353860000 297 S Main	104166270 - Utilities	
Dominion Energy	125401	7643860000	06/12/2023	06/14/2023	135.01	7643860000 80 N Main St	724167270 - Utilities	
					\$3,219.13			
					\$7,260.93			
Dr. Michael Nielson	125316	DN052523	06/05/2023	06/06/2023	600.00	Medical Director Dues	255007.310 - Indirect Admin Profession	
					\$600.00			
DTS - State of Utah	125402	2311R153000003	06/13/2023	06/14/2023	21.36	SJC Attorney	104145482 - Law Library Supplies	
					\$21.36			
Duncan, Lyman	125317	LD05312023	06/05/2023	06/06/2023	494.58	TRAVEL REIMBURSEMENT	104142230 - Travel Expense	
					\$494.58			

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Earthgrains Baking Company	125318	85272290002139	06/05/2023	06/06/2023	66.00	SJC Jail	104230480 - Kitchen Food	
Earthgrains Baking Company	125403	85272290002183	06/12/2023	06/14/2023	66.00	SJC Jail	104230480 - Kitchen Food	
Earthgrains Baking Company	125403	85272290002228	06/12/2023	06/14/2023	66.00	SJC Jail	104230480 - Kitchen Food	
					\$132.00			
					\$198.00			
EFTPS - IRS	EFT	PR052823-575	06/02/2023	06/02/2023	10,870.22	Medicare Tax	102221000 - FICA Payable	
EFTPS - IRS	EFT	PR052823-575	06/02/2023	06/02/2023	30,748.17	Federal Income Tax	102222000 - Federal Tax W/H Payable	
EFTPS - IRS	EFT	PR052823-575	06/02/2023	06/02/2023	46,479.84	Social Security Tax	102221000 - FICA Payable	
					\$88,098.23			
					\$88,098.23			
Emery Telcom	125319	2278SZ10001.04	06/05/2023	06/06/2023	2,041.08	2278.S.100	104574615 - Contracts	
Emery Telcom	125319	34310000501202	06/05/2023	06/06/2023	182.68	3431000 SJC EMS	264350280 - Telephone	
					\$2,223.76			
Emery Telcom	125404	20230609140740	06/12/2023	06/14/2023	99.66	987300 - SJC Public Safety	104230350 - State Prisoner Expenses	
Emery Telcom	125404	3324200-060823	06/13/2023	06/14/2023	79.95	3324200 - SJC Admin Building	574424270 - Utilities	
Emery Telcom	125404	3324200-060823	06/13/2023	06/14/2023	84.95	3324200 - SJC Admin Building	104255270 - Utilities	
Emery Telcom	125404	3324200-060823	06/13/2023	06/14/2023	104.95	3324200 - SJC Admin Building	104230280 - Telephone	
Emery Telcom	125404	3324200-060823	06/13/2023	06/14/2023	104.95	3324200 - SJC Admin Building	255007.280 - Indirect Admin Telephone	
Emery Telcom	125404	3324200-060823	06/13/2023	06/14/2023	209.90	3324200 - SJC Admin Building	104672270 - Utilities	
Emery Telcom	125404	3324200-060823	06/13/2023	06/14/2023	269.90	3324200 - SJC Admin Building	214414280 - Telephone	
Emery Telcom	125404	3324200-060823	06/13/2023	06/14/2023	368.56	3324200 - SJC Admin Building	104151280 - Telephone	
					\$1,322.82			
					\$3,546.58			
Empire Electric Assoc. Inc.	125405	20230606141620	06/13/2023	06/14/2023	809.97	9579006 - PO Box 338	104225270 - Utilities	
Empire Electric Assoc. Inc.	125405	20230606141620	06/13/2023	06/14/2023	809.97	9579006 - PO Box 338	104255270 - Utilities	
Empire Electric Assoc. Inc.	125405	20230606141628	06/13/2023	06/14/2023	431.89	9579005 - Hwy 491 Shop	104225270 - Utilities	
Empire Electric Assoc. Inc.	125405	20230606141628	06/13/2023	06/14/2023	431.89	9579005 - Hwy 491 Shop	104255270 - Utilities	
Empire Electric Assoc. Inc.	125405	20230608-16595	06/13/2023	06/14/2023	438.71	9579025 - 881 E Center St	214414270 - Utilities	
Empire Electric Assoc. Inc.	125405	3720-001	06/13/2023	06/14/2023	1,466.44	25395 - 885 E Center St	214414270 - Utilities	
					\$4,388.87			
					\$4,388.87			
Equitable Financial Equi-vest	125320	20230605081545	06/05/2023	06/06/2023	360.00	Payroll Deductions	102225000 - Equivest	
					\$360.00			
Farmers Telecommunications Inc	125406	20230606142014	06/13/2023	06/14/2023	54.99	6921 Cedar Point Volunteer Fire	104225280 - Telephone	
					\$54.99			
Fastenal Company	125407	COBAY75405	06/12/2023	06/14/2023	117.68	SJC Admin Building	104161260 - Buildings and Grounds	
					\$117.68			
Fredericks, Anna	125321	AF06012023	06/05/2023	06/06/2023	4,500.00	Fair Manager Payment	104620310 - Professional and Technica	
Fredericks, Anna	125408	AF06022023	06/12/2023	06/14/2023	180.91	TRAVEL REIMBURSEMENT	104625240 - Office Expense	
					\$4,680.91			
Freestone, Natalie	125322	NF06012023	06/05/2023	06/06/2023	121.00	Travel Reimbursement	104255230 - Travel Expense	
					\$121.00			
Frontier	125323	20230602163249	06/05/2023	06/06/2023	273.25	435-727-3440-062308-8	104225280 - Telephone	
Frontier	125323	20230602163309	06/05/2023	06/06/2023	214.24	435-651-3351-082400-8	104225280 - Telephone	

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Frontier	125323	20230602163328	06/05/2023	06/06/2023	183.46	435-587-2797-030304-8	104225280 - Telephone	
					\$670.95			
					\$670.95			
Gallegos, David	125324	DG05312023	06/05/2023	06/06/2023	230.00	Travel - Reimbursement	104255230 - Travel Expense	
					\$230.00			
Gallegos, Tamara	125325	TG05312023	06/05/2023	06/06/2023	118.00	Travel Reimb.	104671230 - Travel Expense	
Gallegos, Tamara	125325	TG05312023	06/05/2023	06/06/2023	244.00	Travel Reimb.	104255230 - Travel Expense	
					\$362.00			
					\$362.00			
Gibbs, Robert	125326	RG05212023	06/05/2023	06/06/2023	116.00	travel reimbursement	104230230 - Travel Expense	
Gibbs, Robert	125409	RG06022023	06/12/2023	06/14/2023	87.00	travel reimbursement	104230230 - Travel Expense	
					\$203.00			
Gizler, Elaine	125410	EG05202023	06/12/2023	06/14/2023	338.00	TRAVEL REIMBURSEMENT	104193230 - Travel Expense	
					\$338.00			
Halls, Craig C.	125327	9311	06/05/2023	06/06/2023	444.40	SJC Attorney	104126615 - Contracts	
					\$444.40			
Hampton Inn & Suites	125328	40671	06/05/2023	06/06/2023	728.45	Delton Pugh	104679230 - Travel Expense	
					\$728.45			
Happy Morgan Law	125411	20230609140455	06/12/2023	06/14/2023	4,873.50	Public Defender	104126310 - Professional and Technica	
Happy Morgan Law	125411	20230609140455	06/12/2023	06/14/2023	510.00	Public Defender	104126310 - Professional and Technica	
Happy Morgan Law	125411	20230609140455	06/12/2023	06/14/2023	75.00	Public Defender	104126310 - Professional and Technica	
Happy Morgan Law	125411	20230609140510	06/12/2023	06/14/2023	1,515.00	Public Defender	104126310 - Professional and Technica	
Happy Morgan Law	125411	20230609140510	06/12/2023	06/14/2023	1,875.00	Public Defender	104126310 - Professional and Technica	
Happy Morgan Law	125411	20230609140510	06/12/2023	06/14/2023	1,155.00	Public Defender	104126310 - Professional and Technica	
					\$10,003.50			
					\$10,003.50			
Harvey, Jamie	125412	JH04272023	06/12/2023	06/14/2023	29.00	Travel Reimbursement	104111230 - Travel Expense	
Harvey, Jamie	125412	JH06032023	06/12/2023	06/14/2023	59.00	Travel Reimbursement	104111230 - Travel Expense	
Harvey, Jamie	125412	JH06052023	06/12/2023	06/14/2023	106.00	Travel Reimbursement	104111230 - Travel Expense	
Harvey, Jamie	125412	JH06082023	06/12/2023	06/14/2023	46.00	Travel Reimbursement	104111230 - Travel Expense	
					\$240.00			
					\$240.00			
Hatcher Veterinary Services	125329	6534	06/02/2023	06/06/2023	410.00	San Juan Stampede	104850620 - Miscellaneous Services	
					\$410.00			
Hazleton, Lyon W. II	125330	LH05222023	06/05/2023	06/06/2023	444.45	Justice Court Fines	103511000 - Justice Court Fines	
					\$444.45			
HealthEquity Inc.		ovq6tbe	06/12/2023	06/12/2023	114.75	Monthly Fees	102228000 - HSA	
					\$114.75			
Holland Equipment Company	125331	24685	06/05/2023	06/06/2023	3,041.20	SJC Road Dept	214412250 - Equipment Operation	
					\$3,041.20			

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IML Security Supply	125413	3643613	06/12/2023	06/14/2023	475.55	SJC Admin Building	104225260 - Buildings and Grounds	
					\$475.55			
Inn at the Canyons	125332	INV47653	06/05/2023	06/06/2023	160.00	David Taylor	104620480 - Special Department Suppl	
Inn at the Canyons	125332	INV47654	06/05/2023	06/06/2023	160.00	David Taylor	104620480 - Special Department Suppl	
					\$320.00			
Jack, Swayzi Jo	125333	SJ05312023	06/02/2023	06/06/2023	1,957.50	San Juan Stampede	104850620 - Miscellaneous Services	
					\$1,957.50			
Jackson Group Peterbilt	125334	228693	06/05/2023	06/06/2023	74.60	SJC Road Dept	214412250 - Equipment Operation	
Jackson Group Peterbilt	125334	229181	06/05/2023	06/06/2023	87.05	SJC Road Dept	214412250 - Equipment Operation	
					\$161.65			
Jenkins, Dustin	125335	SJ06022023	06/02/2023	06/06/2023	3,000.00	San Juan Stampede	104850620 - Miscellaneous Services	
					\$3,000.00			
Johnston, William	125414	WJ06082023	06/12/2023	06/14/2023	50.00	Planning & Zoning Meeting	104114620 - Miscellaneous Services	
Johnston, William	125414	WJ06082023	06/12/2023	06/14/2023	58.95	Planning & Zoning Meeting	104114230 - Travel Expense	
					\$108.95			
Jones, Kaylin	125336	KJ05252023	06/05/2023	06/06/2023	40.00	Expense Reimbursement	104256330 - Employee Education	
					\$40.00			
Kenworth Sales Company	125337	005P6428	06/05/2023	06/06/2023	79.59	SJC Road	214412250 - Equipment Operation	
Kenworth Sales Company	125337	005P6494	06/05/2023	06/06/2023	22.73	SJC Road	214412250 - Equipment Operation	
Kenworth Sales Company	125337	005P6499	06/05/2023	06/06/2023	852.15	SJC Road	214412250 - Equipment Operation	
Kenworth Sales Company	125337	5P6613	06/05/2023	06/06/2023	-56.92	SJC Road	214412250 - Equipment Operation	
					\$897.55			
Knight, Katie	125338	KK053123	06/05/2023	06/06/2023	1,719.26	Travel Reimbursement	255139.230 - DIS Expanded Authority T	
					\$1,719.26			
Kunz PC	125339	20230523KUNZP	06/05/2023	06/06/2023	471.50	SJC Attorney	104156310 - Professional and Technica	
Kunz PC	125415	41	06/13/2023	06/14/2023	3,037.50	SJC Attorney	104156310 - Professional and Technica	
Kunz PC	125415	42	06/13/2023	06/14/2023	2,296.00	SJC Attorney	104156310 - Professional and Technica	
					\$5,333.50			
Leslie Miles APRN	125416	LM11012022	06/13/2023	06/14/2023	150.00	Temperance Mecham	104145620 - Miscellaneous Services	
					\$150.00			
Little America-Salt Lake	125417	2201832	06/12/2023	06/14/2023	113.82	Harvey, Jamie	104111230 - Travel Expense	
Little America-Salt Lake	125417	2201836	06/12/2023	06/14/2023	113.82	Stubbs, Silvia	104111230 - Travel Expense	
					\$227.64			
Lumen	125340	640985807	06/02/2023	06/06/2023	21.22	70470067	104151280 - Telephone	
					\$21.22			

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Main Street Drug and Boutique	125341	13158	06/05/2023	06/06/2023	14.95	SJC Jail	104230312 - Medical Expenses	
Main Street Drug and Boutique	125418	13541	06/12/2023	06/14/2023	34.95	SJC Sheriff Dept	104230312 - Medical Expenses	
					\$49.90			
McNeely, Jerry	125419	JM06012023	06/12/2023	06/14/2023	1,500.00	Planning & Zoning Meeting	104112310 - Professional and Technica	
					\$1,500.00			
MediVista Media LLC	125420	20231178	06/13/2023	06/14/2023	297.00	SJC Public Health	255007.210 - Indirect Admin Subscripti	
					\$297.00			
MetLife Group Benefits	125342	20230605081443	06/05/2023	06/06/2023	9,415.66	Dental Customers	102230000 - Metlife Dental	
					\$9,415.66			
Mexican Hat Special Serv Dist.	125343	523-24	06/05/2023	06/06/2023	66.93	Mexican Hat Special Serv Dist	104225270 - Utilities	
					\$66.93			
Monticello City	125344	20230602163105	06/05/2023	06/06/2023	100.00	195461 Hideout Billing	104672270 - Utilities	
					\$100.00			
Monticello Mercantile	125345	C283046	06/05/2023	06/06/2023	125.06	SJC Sheriff	104230350 - State Prisoner Expenses	
Monticello Mercantile	125345	C283662	06/05/2023	06/06/2023	57.98	SJC Sheriff	104230350 - State Prisoner Expenses	
					\$183.04			
Monticello Mercantile	125421	C280444	06/13/2023	06/14/2023	25.48	SJC Maintenance	104166260 - Buildings and Grounds	
Monticello Mercantile	125421	C280498	06/13/2023	06/14/2023	115.66	SJC Maintenance	104166260 - Buildings and Grounds	
Monticello Mercantile	125421	C280506	06/13/2023	06/14/2023	9.45	SJC Maintenance	104166260 - Buildings and Grounds	
Monticello Mercantile	125421	C281853	06/13/2023	06/14/2023	7.49	SJC Maintenance	104166260 - Buildings and Grounds	
Monticello Mercantile	125421	C281965	06/13/2023	06/14/2023	13.74	SJC Maintenance	104161260 - Buildings and Grounds	
Monticello Mercantile	125421	C282034	06/12/2023	06/14/2023	46.48	SJC Maintenance	104161260 - Buildings and Grounds	
Monticello Mercantile	125421	C282350	06/13/2023	06/14/2023	6.29	SJC Maintenance	104166260 - Buildings and Grounds	
Monticello Mercantile	125421	C282927	06/12/2023	06/14/2023	4.69	SJC Library	724581610 - Miscellaneous Supplies/S	
Monticello Mercantile	125421	C283836	06/12/2023	06/14/2023	19.99	SJC Sheriff	104210610 - Miscellaneous Supplies	
Monticello Mercantile	125421	C284233	06/12/2023	06/14/2023	10.49	SJC Maintenance	104161260 - Buildings and Grounds	
Monticello Mercantile	125421	C284448	06/12/2023	06/14/2023	0.69	SJC Maintenance	104166260 - Buildings and Grounds	
Monticello Mercantile	125421	C284449	06/12/2023	06/14/2023	3.99	SJC Maintenance	104166260 - Buildings and Grounds	
Monticello Mercantile	125421	C284522	06/12/2023	06/14/2023	8.29	SJC Maintenance	104166260 - Buildings and Grounds	
Monticello Mercantile	125421	C284580	06/13/2023	06/14/2023	14.99	SJC Sheriff	104210610 - Miscellaneous Supplies	
Monticello Mercantile	125421	C284610	06/12/2023	06/14/2023	22.99	SJC Maintenance	104161260 - Buildings and Grounds	
Monticello Mercantile	125421	E28600	06/13/2023	06/14/2023	101.64	SJC Maintenance	104166260 - Buildings and Grounds	
					\$412.35			
					\$595.39			
Morris, Rose	125422	RM05312023	06/13/2023	06/14/2023	560.00	Alternatives	104679615 - Contracts	
					\$560.00			
Motor Parts of Monticello	125346	551185	06/05/2023	06/06/2023	9.24	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	125346	552294	06/05/2023	06/06/2023	32.48	SJC Sheriff	104210250 - Equipment Operation	
					\$41.72			
					\$41.72			
Moulton, Mike	125347	MM05222023	06/05/2023	06/06/2023	498.56	Travel Reimbursement	255310.230 - PHEP Preparedness Trav	
					\$498.56			
MSFS of Utah	125348	20230602163051	06/05/2023	06/06/2023	495.00	SJC Aging	104682615 - Contracts	

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MSFS of Utah	125348	20230602163228	06/05/2023	06/06/2023	495.00	SJC Aging	104682615 - Contracts	
					\$990.00			
					\$990.00			
Navajo Sanitation	125423	118362	06/13/2023	06/14/2023	297.00	Bluff Senior Center-2772	104672270 - Utilities	
					\$297.00			
Navajo Tribal UtilityAuthority	125349	20230602163242	06/05/2023	06/06/2023	253.61	60271007 - SJC Fire	104225270 - Utilities	
Navajo Tribal UtilityAuthority	125349	310019455269	06/05/2023	06/06/2023	129.13	60040657 MZC Fire Station East	104225270 - Utilities	
Navajo Tribal UtilityAuthority	125349	35001421646	06/05/2023	06/06/2023	168.77	435-727-3440-062308-8	104225270 - Utilities	
Navajo Tribal UtilityAuthority	125349	36001297950	06/05/2023	06/06/2023	64.14	60378374 101 S 100 E	104225270 - Utilities	
					\$615.65			
Navajo Tribal UtilityAuthority	125424	31001947470	06/13/2023	06/14/2023	115.58	60378369 12MLS N MEX WTR CHPT N COMM	104574270 - Utilities	
Navajo Tribal UtilityAuthority	125424	36001297946	06/12/2023	06/14/2023	160.90	60378370- MC N Hwy 162 NE LDS CHR Tower	104574270 - Utilities	
Navajo Tribal UtilityAuthority	125424	60378372	06/12/2023	06/14/2023	4.88	60378372 Abt HWY 162	104850270 - Utilities	
Navajo Tribal UtilityAuthority	125424	60378373	06/12/2023	06/14/2023	4.53	60378373 - Abt State Road 162	104850270 - Utilities	
					\$285.89			
					\$901.54			
Nay, Karah	125350	KN06012023	06/02/2023	06/06/2023	6,000.00	Coordinating the Rodeo	104850620 - Miscellaneous Services	
					\$6,000.00			
New Technology Solutions	125351	4860	06/05/2023	06/06/2023	40.00	SJC Public Health	255007.260 - Indirect Admin Buildings	
New Technology Solutions	125425	4877	06/13/2023	06/14/2023	40.00	SJC Public Health	255007.260 - Indirect Admin Buildings	
					\$80.00			
Nicholas & Company	125352	8358580	06/05/2023	06/06/2023	1,972.22	SJC Sheriff	104230480 - Kitchen Food	
Nicholas & Company	125352	8358584	06/05/2023	06/06/2023	877.52	SJC Aging	104678323 - Meals - Monticello	
Nicholas & Company	125352	8358584	06/05/2023	06/06/2023	877.53	SJC Aging	104677323 - Meals - Monticello	
Nicholas & Company	125352	8358586	06/05/2023	06/06/2023	192.60	SJC Aging	104677325 - Meals - Blanding	
Nicholas & Company	125352	8358586	06/05/2023	06/06/2023	192.60	SJC Aging	104678325 - Meals - Blanding	
Nicholas & Company	125352	8358587	06/05/2023	06/06/2023	401.52	SJC Aging	104677329 - Meals - Bluff	
Nicholas & Company	125352	8358587	06/05/2023	06/06/2023	401.52	SJC Aging	104678329 - Meals - Bluff	
Nicholas & Company	125352	8362730	06/05/2023	06/06/2023	368.78	SJC Sheriff	104230480 - Kitchen Food	
Nicholas & Company	125352	8366416	06/05/2023	06/06/2023	1,729.46	SJC Sheriff	104230480 - Kitchen Food	
					\$7,013.75			
Nicholas & Company	125426	8370219	06/12/2023	06/14/2023	499.47	SJC Sheriff	104230480 - Kitchen Food	
Nicholas & Company	125426	8373589	06/12/2023	06/14/2023	1,912.28	SJC Sheriff	104230480 - Kitchen Food	
Nicholas & Company	125426	8373594	06/13/2023	06/14/2023	472.26	Monticello Senior Center	104677323 - Meals - Monticello	
Nicholas & Company	125426	8373594	06/13/2023	06/14/2023	472.26	Monticello Senior Center	104678323 - Meals - Monticello	
Nicholas & Company	125426	8373596	06/13/2023	06/14/2023	157.87	Blanding Senior Center	104677325 - Meals - Blanding	
Nicholas & Company	125426	8373596	06/13/2023	06/14/2023	157.87	Blanding Senior Center	104678325 - Meals - Blanding	
Nicholas & Company	125426	8373596	06/13/2023	06/14/2023	511.43	Blanding Senior Center	104678329 - Meals - Bluff	
Nicholas & Company	125426	8373596	06/13/2023	06/14/2023	511.44	Blanding Senior Center	104677329 - Meals - Bluff	
Nicholas & Company	125426	8373604	06/13/2023	06/14/2023	879.22	LaSal Senior Center	104677328 - Meals - La Sal	
Nicholas & Company	125426	8373604	06/13/2023	06/14/2023	879.22	LaSal Senior Center	104678328 - Meals - La Sal	
					\$6,453.32			
					\$13,467.07			
Nielson, Cody	125427	CN06082023	06/12/2023	06/14/2023	29.48	Planning & Zoning	104142230 - Travel Expense	
Nielson, Cody	125427	CN06082023	06/12/2023	06/14/2023	50.00	Planning & Zoning	104114620 - Miscellaneous Services	
					\$79.48			
					\$79.48			

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Nieves, Ronnie	125353	RN05232023	06/05/2023	06/06/2023	177.24	Travel Reimbursement	255620.230 - DEQ Water Quality Travel	
					\$177.24			
North Wash Outfitters LLP.	125354	97	06/05/2023	06/06/2023	229.37	SJC Search and Rescue	104215620 - Miscellaneous Services	
					\$229.37			
ODP Business Solutions LLC	125355	309536956001	06/05/2023	06/06/2023	143.02	SJC Attorney	104145250 - Equipment Operation	
					\$143.02			
Package Runner Logistics LLC	125428	23356	06/13/2023	06/14/2023	72.38	San Juan Public Health	255560.241 - DEQ Drinking Water Post	
					\$72.38			
Packard Wholesale Co.	125356	INV208073	06/05/2023	06/06/2023	25.98	SJC Aging	104677323 - Meals - Monticello	
Packard Wholesale Co.	125356	INV208073	06/05/2023	06/06/2023	25.98	SJC Aging	104678323 - Meals - Monticello	
Packard Wholesale Co.	125356	INV208662	06/05/2023	06/06/2023	99.29	SJC Aging	104230480 - Kitchen Food	
Packard Wholesale Co.	125356	INV208667	06/05/2023	06/06/2023	625.90	SJC Sheriff's Office	104230350 - State Prisoner Expenses	
Packard Wholesale Co.	125356	INV208668	06/05/2023	06/06/2023	68.82	SJC Sheriff's Office	104230350 - State Prisoner Expenses	
Packard Wholesale Co.	125356	INV208673	06/05/2023	06/06/2023	94.16	SJC Aging	104677323 - Meals - Monticello	
Packard Wholesale Co.	125356	INV208673	06/05/2023	06/06/2023	94.16	SJC Aging	104678323 - Meals - Monticello	
Packard Wholesale Co.	125356	INV208683	06/05/2023	06/06/2023	80.24	SJC Aging	104678325 - Meals - Blanding	
Packard Wholesale Co.	125356	INV208683	06/05/2023	06/06/2023	80.25	SJC Aging	104677325 - Meals - Blanding	
Packard Wholesale Co.	125356	INV208690	06/05/2023	06/06/2023	152.63	SJC Public Health	255007.260 - Indirect Admin Buildings	
					\$1,347.41			
Packard Wholesale Co.	125429	INV209081	06/13/2023	06/14/2023	371.71	SJC Sheriff's Office	104230350 - State Prisoner Expenses	
Packard Wholesale Co.	125429	INV209131	06/13/2023	06/14/2023	28.58	SJC Sheriff's Office	104230480 - Kitchen Food	
Packard Wholesale Co.	125429	INV209133	06/13/2023	06/14/2023	368.68	SJC Sheriff's Office	104230350 - State Prisoner Expenses	
					\$768.97			
					\$2,116.38			
Palmer, Amanda	125357	AP060123	06/05/2023	06/06/2023	47.16	Travel Reimbursement	255115.230 - WIC Peer Counseling Tra	
					\$47.16			
Perkins, Nicole	125358	NP05242023	06/05/2023	06/06/2023	124.00	Travel Reimbursement	724581230 - Travel Expense	
					\$124.00			
Petty Cash	125359	20230602110658	06/05/2023	06/06/2023	28.17	SJC Library	724581620 - Special Programs	
Petty Cash	125360	20230602103657	06/05/2023	06/06/2023	100.12	SJC Library	724581920 - Grant Expenses	
Petty Cash	125430	16608	06/12/2023	06/14/2023	2.50	Monticello Library	724581610 - Miscellaneous Supplies/S	
					\$130.79			
Pitts, Nathan	125431	6012023	06/12/2023	06/14/2023	50.00	Notary Services	104193490 - Advertising and Promotion	
					\$50.00			
PRCA	125361	PRCA/WPRA	06/02/2023	06/06/2023	6,000.00	San Juan Stampede	104850620 - Miscellaneous Services	
					\$6,000.00			
Pugh, Delton	125432	DP05312023	06/13/2023	06/14/2023	106.85	Travel Reimbursement	104682230 - Travel Expense	
					\$106.85			
Quadient Finance USA, Inc.	125433	20230609134816	06/12/2023	06/14/2023	3,961.56	Postage Machine Lease	104150241 - Postage	
					\$3,961.56			

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Quill Corporation	125362	32556567	06/05/2023	06/06/2023	208.95	ADRC Grant	104671240 - Office Expense	
Quill Corporation	125434	32559477	06/13/2023	06/14/2023	12.52	SJC Aging	104675240 - Office Expense	
					\$221.47			
Redd Mechanical	125435	3781	06/12/2023	06/14/2023	3,370.00	SJC Maint	104165310 - Professional and Technica	
					\$3,370.00			
Redd's Ace Hardware	125436	876700	06/12/2023	06/14/2023	31.95	SJC Annex	104163260 - Buildings and Grounds	
					\$31.95			
Redshaw, Jeremy	125363	JR05182023	06/02/2023	06/06/2023	2,000.00	San Juan Stampede	104850620 - Miscellaneous Services	
					\$2,000.00			
RegenceBlueCross BlueShield UT	125364	231430000759	06/05/2023	06/06/2023	903.37	Monthly Billing	101321000 - Notes Receivable	
RegenceBlueCross BlueShield UT	EFT	231360000717	06/12/2023	06/12/2023	15,245.03	Monthly Billing	104965134 - Health Insurance	
					\$16,148.40			
River Canyon Wireless	125437	108258	06/12/2023	06/14/2023	39.99	San Juan County Fairgrounds	104620270 - Utilities	
River Canyon Wireless	125437	110585	06/12/2023	06/14/2023	39.99	San Juan County Fairgrounds	104620270 - Utilities	
					\$79.98			
					\$79.98			
Rock, Christine	125438	CR05302023	06/13/2023	06/14/2023	560.00	Alternatives	104679615 - Contracts	
					\$560.00			
Rocky Mountain Power	125439	20230606141721	06/13/2023	06/14/2023	214.06	59271696-0055	104672270 - Utilities	
Rocky Mountain Power	125439	20230606142022	06/13/2023	06/14/2023	72.21	73241784-0020 Lasal Fire	104225270 - Utilities	
Rocky Mountain Power	125439	20230608-16570	06/13/2023	06/14/2023	19.27	59405396-0029 SJC Road	214414270 - Utilities	
Rocky Mountain Power	125439	20230608-16574	06/13/2023	06/14/2023	204.91	59271696-0048 SJC Road	104225270 - Utilities	
					\$510.45			
					\$510.45			
Rogge, Kade	125365	KR06022023	06/02/2023	06/06/2023	3,000.00	San Juan Stampede	104850620 - Miscellaneous Services	
					\$3,000.00			
Salt Lake Community College	125366	2023.11.4	06/05/2023	06/06/2023	138.15	SJC Cadet meals	104230230 - Travel Expense	
					\$138.15			
Salt Lake Wholesale Sports	125440	87510	06/12/2023	06/14/2023	166.05	SJC Sheriff Office	104210480 - Special Department Suppl	
					\$166.05			
San Juan Clinic	125367	9120961	06/05/2023	06/06/2023	36.99	Rianna Shumway	104230310 - Professional and Technica	
					\$36.99			
San Juan Hospital	125368	9116372	06/02/2023	06/06/2023	458.71	105780 Rianna Shumway	104230310 - Professional and Technica	
					\$458.71			
San Juan Record	125369	162874	06/02/2023	06/06/2023	35.00	SJC Planning	104114220 - Public Notices	
San Juan Record	125369	162923	06/02/2023	06/06/2023	571.20	665509557-00003	104142220 - Public Notices	
San Juan Record	125369	162925	06/05/2023	06/06/2023	170.10	SJC Admin	104850310 - Professional and Technica	
San Juan Record	125369	SJCAG0523	06/05/2023	06/06/2023	756.00	SJC Aging	104673610 - Miscellaneous Supplies	
San Juan Record	125369	SJCAG0523	06/05/2023	06/06/2023	756.00	SJC Aging	104686610 - Miscellaneous Supplies	
					\$2,288.30			

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San Juan Record	125441	162906	06/12/2023	06/14/2023	97.00	SJC Economic Dev	104192240 - Office Expense	
San Juan Record	125441	162908	06/12/2023	06/14/2023	179.50	SJC Assessor	104146240 - Office Expense	
San Juan Record	125441	162938	06/12/2023	06/14/2023	245.00	SJC Justice Court	104122240 - Office Expense	
					<u>\$521.50</u>			
					\$2,809.80			
Schafer, Trent	125442	TS06082023	06/12/2023	06/14/2023	50.00	Planning & Zoning Meeting	104114620 - Miscellaneous Services	
					<u>\$50.00</u>			
SEUALG	125370	20230519161028	06/05/2023	06/06/2023	527.50	EUTV DUES	104671210 - Subscriptions and Membe	
					<u>\$527.50</u>			
Silas, Marilyn	125443	MS05312023	06/13/2023	06/14/2023	560.00	Alternatives	104679615 - Contracts	
					<u>\$560.00</u>			
Simpleview LLC	125444	INV358409	06/12/2023	06/14/2023	333.33	SJC Econ Dev and Visitor Services	104193210 - Subscriptions and Membe	
					<u>\$333.33</u>			
SJC Inmate Account	125445	SJCIA202305	06/12/2023	06/14/2023	3,479.13	Trustee Payroll	104230352 - Inmate Humanitarian Exp	
					<u>\$3,479.13</u>			
Skinner, Ron	125371	RS05252023	06/05/2023	06/06/2023	39.00	Board Meeting Travel	255007.230 - Indirect Admin Travel exp	
Skinner, Ron	125371	RS05252023	06/05/2023	06/06/2023	57.64	Board Meeting Travel	255007.230 - Indirect Admin Travel exp	
					<u>\$96.64</u>			
					\$96.64			
Sorenson Advertising, dba Relic Age	125372	209078	06/05/2023	06/06/2023	15,500.00	SJC Tourism	104193490 - Advertising and Promotion	
					<u>\$15,500.00</u>			
Southeastern Utah District	125446	SE060123	06/13/2023	06/14/2023	75.00	Lab Testing	255620.310 - DEQ Water Quality Profe	
					<u>\$75.00</u>			
Southwest Colorado TV	125373	05-30	06/05/2023	06/06/2023	2,000.00	Contract Services	104574615 - Contracts	
					<u>\$2,000.00</u>			
Sunada, Grant	125374	GS05302023	06/05/2023	06/06/2023	39.00	Travel Reimbursement	255007.230 - Indirect Admin Travel exp	
					<u>\$39.00</u>			
Sysco Intermountain Food Svc.	125375	585005834	06/05/2023	06/06/2023	508.68	SJC SHERIFF	104230480 - Kitchen Food	
Sysco Intermountain Food Svc.	125375	585009755	06/05/2023	06/06/2023	147.92	SJC Jail	104230480 - Kitchen Food	
					<u>\$656.60</u>			
Sysco Intermountain Food Svc.	125447	585019285	06/12/2023	06/14/2023	668.67	SJC SHERIFF	104230480 - Kitchen Food	
					<u>\$1,325.27</u>			
Tait, Dawn	125448	DT05242023	06/12/2023	06/14/2023	80.00	SJC Economic Dev	104193490 - Advertising and Promotion	
					<u>\$80.00</u>			
U.S. Bank Corporate Payment	125376	AFCC05102023	06/05/2023	06/06/2023	985.65	4246-0470-0035-6060 Alan Freestone	104210250 - Equipment Operation	
U.S. Bank Corporate Payment	125376	AYCC05102023	06/05/2023	06/06/2023	85.00	4246-0446-0375-6549 Allison Yamamoto-Sparks	104193480 - Special Department Suppl	
U.S. Bank Corporate Payment	125376	AYCC05102023	06/05/2023	06/06/2023	657.19	4246-0446-0375-6549 Allison Yamamoto-Sparks	104193230 - Travel Expense	
U.S. Bank Corporate Payment	125376	BICC05102023	06/05/2023	06/06/2023	638.89	4246-0446-6397-8298 Brittney Ivins	104145230 - Travel Expense	
U.S. Bank Corporate Payment	125376	CC05102023MR	06/05/2023	06/06/2023	11.73	4246-0470-0113-7634 Mikaela Ramsay	724581620 - Special Programs	
U.S. Bank Corporate Payment	125376	CC05102023MR	06/05/2023	06/06/2023	134.28	4246-0470-0113-7634 Mikaela Ramsay	724581240 - Office Expense	

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Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
U.S. Bank Corporate Payment	125376	CC05102023MR	06/05/2023	06/06/2023	212.17	4246-0470-0113-7634 Mikaela Ramsay	724581920 - Grant Expenses	
U.S. Bank Corporate Payment	125376	CC05102023MR	06/05/2023	06/06/2023	743.31	4246-0470-0113-7634 Mikaela Ramsay	724581480 - Collection Development	
U.S. Bank Corporate Payment	125376	CC20230510MA	06/05/2023	06/06/2023	104.71	4246-0400-1991-8418 Monica Alvarado	104256250 - Equipment Operation	
U.S. Bank Corporate Payment	125376	CC20230510MA	06/05/2023	06/06/2023	301.81	4246-0400-1991-8418 Monica Alvarado	214412250 - Equipment Operation	
U.S. Bank Corporate Payment	125376	CC20230510TA	06/05/2023	06/06/2023	25.36	4246-0446-5302-1950 Todd Adair	214414230 - Travel Expense	
U.S. Bank Corporate Payment	125376	CC20230510TG	06/05/2023	06/06/2023	-14,690.00	4246-0400-1282-3698 Tammy Gallegos	104255740 - Equipment Purchases	
U.S. Bank Corporate Payment	125376	CC20230510TG	06/05/2023	06/06/2023	0.72	4246-0400-1282-3698 Tammy Gallegos	104220615 - Contracts	
U.S. Bank Corporate Payment	125376	CC20230510TG	06/05/2023	06/06/2023	91.36	4246-0400-1282-3698 Tammy Gallegos	104225610 - Miscellaneous Supplies	
U.S. Bank Corporate Payment	125376	CC20230510TG	06/05/2023	06/06/2023	119.99	4246-0400-1282-3698 Tammy Gallegos	104225240 - Office Expense	
U.S. Bank Corporate Payment	125376	CC20230510TG	06/05/2023	06/06/2023	245.17	4246-0400-1282-3698 Tammy Gallegos	104671610 - Miscellaneous Supplies	
U.S. Bank Corporate Payment	125376	CC20230510TG	06/05/2023	06/06/2023	313.37	4246-0400-1282-3698 Tammy Gallegos	104111230 - Travel Expense	
U.S. Bank Corporate Payment	125376	CC20230510TG	06/05/2023	06/06/2023	745.56	4246-0400-1282-3698 Tammy Gallegos	104679240 - Office Expense	
U.S. Bank Corporate Payment	125376	CC20230510TG	06/05/2023	06/06/2023	1,003.47	4246-0400-1282-3698 Tammy Gallegos	104673610 - Miscellaneous Supplies	
U.S. Bank Corporate Payment	125376	CC20230510TG	06/05/2023	06/06/2023	1,269.29	4246-0400-1282-3698 Tammy Gallegos	104684610 - Miscellaneous Supplies	
U.S. Bank Corporate Payment	125376	CC20230510TG	06/05/2023	06/06/2023	1,696.90	4246-0400-1282-3698 Tammy Gallegos	104686610 - Miscellaneous Supplies	
U.S. Bank Corporate Payment	125376	CC20230510TG	06/05/2023	06/06/2023	2,195.00	4246-0400-1282-3698 Tammy Gallegos	104679230 - Travel Expense	
U.S. Bank Corporate Payment	125376	CC20230510TG	06/05/2023	06/06/2023	19,037.47	4246-0400-1282-3698 Tammy Gallegos	104255740 - Equipment Purchases	
U.S. Bank Corporate Payment	125376	CC20230531015	06/05/2023	06/06/2023	115.05	4246-0470-0151-3156 Grant Sunada	255007.230 - Indirect Admin Travel exp	
U.S. Bank Corporate Payment	125376	CC20230531015	06/05/2023	06/06/2023	145.69	4246-0470-0151-3156 Grant Sunada	255335.230 - Crisis Response Workfor	
U.S. Bank Corporate Payment	125376	CC20230531015	06/05/2023	06/06/2023	185.69	4246-0470-0151-3156 Grant Sunada	255310.230 - PHEP Preparedness Trav	
U.S. Bank Corporate Payment	125376	CC20230531015	06/05/2023	06/06/2023	1,573.76	4246-0470-0151-3156 Grant Sunada	255075.230 - Overdose Data to Action	
U.S. Bank Corporate Payment	125376	CC20230531015	06/05/2023	06/06/2023	2,034.39	4246-0470-0151-3156 Grant Sunada	255139.230 - DIS Expanded Authority T	
U.S. Bank Corporate Payment	125376	CC20230531022	06/05/2023	06/06/2023	10.00	4246-0446-5808-5489 TYLER KETRON	255012.230 - Local General Health Tra	
U.S. Bank Corporate Payment	125376	CC20230531022	06/05/2023	06/06/2023	14.31	4246-0446-5808-5489 TYLER KETRON	255281.280 - EED - Epidemiology Tele	
U.S. Bank Corporate Payment	125376	CC20230531022	06/05/2023	06/06/2023	19.00	4246-0446-5808-5489 TYLER KETRON	255281.242 - EED - Epidemiology Soft	
U.S. Bank Corporate Payment	125376	CC20230531022	06/05/2023	06/06/2023	51.77	4246-0446-5808-5489 TYLER KETRON	255012.620 - Local General Health Mis	
U.S. Bank Corporate Payment	125376	CC20230531022	06/05/2023	06/06/2023	58.70	4246-0446-5808-5489 TYLER KETRON	255007.242 - Indirect Admin Software	
U.S. Bank Corporate Payment	125376	CC20230531022	06/05/2023	06/06/2023	78.00	4246-0446-5808-5489 TYLER KETRON	255007.242 - Indirect Admin Software	
U.S. Bank Corporate Payment	125376	CC20230531022	06/05/2023	06/06/2023	96.08	4246-0446-5808-5489 TYLER KETRON	255012.620 - Local General Health Mis	
U.S. Bank Corporate Payment	125376	CC20230531022	06/05/2023	06/06/2023	406.91	4246-0446-5808-5489 TYLER KETRON	255061.230 - Tobacco Prevention Trav	
U.S. Bank Corporate Payment	125376	CC20230531022	06/05/2023	06/06/2023	782.20	4246-0446-5808-5489 TYLER KETRON	255310.230 - PHEP Preparedness Trav	
U.S. Bank Corporate Payment	125376	CC20230531022	06/05/2023	06/06/2023	875.00	4246-0446-5808-5489 TYLER KETRON	255139.330 - DIS Expanded Authority	
U.S. Bank Corporate Payment	125376	CC20230531022	06/05/2023	06/06/2023	1,564.40	4246-0446-5808-5489 TYLER KETRON	255300.230 - Incident Command Struct	
U.S. Bank Corporate Payment	125376	CC20230531022	06/05/2023	06/06/2023	2,819.40	4246-0446-5808-5489 TYLER KETRON	255111.230 - WIC Administration Travel	
U.S. Bank Corporate Payment	125376	CHCC05102023	06/05/2023	06/06/2023	360.00	4246-0446-5323-3506 Cindi Holyoak	104144242 - Software Maintenance	
U.S. Bank Corporate Payment	125376	CHCC05102023	06/05/2023	06/06/2023	398.00	4246-0446-5323-3506 Cindi Holyoak	104144242 - Software Maintenance	
U.S. Bank Corporate Payment	125376	CHCC05102023	06/05/2023	06/06/2023	430.24	4246-0446-5323-3506 Cindi Holyoak	104144230 - Travel Expense	
U.S. Bank Corporate Payment	125376	DGCC05102023	06/05/2023	06/06/2023	656.25	4246-0441-0129-6816 David Gallegos	104220615 - Contracts	
U.S. Bank Corporate Payment	125376	EGCC05102023	06/05/2023	06/06/2023	-391.89	4246-0446-5595-5676 Elaine Gizzler	104192230 - Travel Expense	
U.S. Bank Corporate Payment	125376	EGCC05102023	06/05/2023	06/06/2023	6.93	4246-0446-5595-5676 Elaine Gizzler	104192310 - Professional and Technica	
U.S. Bank Corporate Payment	125376	EGCC05102023	06/05/2023	06/06/2023	6.94	4246-0446-5595-5676 Elaine Gizzler	104193310 - Professional and Technica	
U.S. Bank Corporate Payment	125376	EGCC05102023	06/05/2023	06/06/2023	21.64	4246-0446-5595-5676 Elaine Gizzler	104192490 - Advertising and Promotion	
U.S. Bank Corporate Payment	125376	EGCC05102023	06/05/2023	06/06/2023	23.28	4246-0446-5595-5676 Elaine Gizzler	104192480 - Special Department Suppl	
U.S. Bank Corporate Payment	125376	EGCC05102023	06/05/2023	06/06/2023	145.69	4246-0446-5595-5676 Elaine Gizzler	104193230 - Travel Expense	
U.S. Bank Corporate Payment	125376	EGCC05102023	06/05/2023	06/06/2023	213.61	4246-0446-5595-5676 Elaine Gizzler	104192230 - Travel Expense	
U.S. Bank Corporate Payment	125376	ITCC052023	06/05/2023	06/06/2023	8.99	4246-0470-0035-2895 Bruce Bushore	104151280 - Telephone	
U.S. Bank Corporate Payment	125376	ITCC052023	06/05/2023	06/06/2023	31.47	4246-0470-0035-2895 Bruce Bushore	104151210 - Subscriptions and Membe	
U.S. Bank Corporate Payment	125376	ITCC052023	06/05/2023	06/06/2023	39.90	4246-0470-0035-2895 Bruce Bushore	104151242 - Software Maintenance	
U.S. Bank Corporate Payment	125376	ITCC052023	06/05/2023	06/06/2023	69.99	4246-0470-0035-2895 Bruce Bushore	104161610 - Miscellaneous Supplies	
U.S. Bank Corporate Payment	125376	ITCC052023	06/05/2023	06/06/2023	110.00	4246-0470-0035-2895 Bruce Bushore	105430280 - Telephone	
U.S. Bank Corporate Payment	125376	ITCC052023	06/05/2023	06/06/2023	162.95	4246-0470-0035-2895 Bruce Bushore	104151240 - Office Expense	
U.S. Bank Corporate Payment	125376	ITCC052023	06/05/2023	06/06/2023	207.97	4246-0470-0035-2895 Bruce Bushore	104151740 - Equipment Purchases	
U.S. Bank Corporate Payment	125376	ITCC052023	06/05/2023	06/06/2023	224.62	4246-0470-0035-2895 Bruce Bushore	104151230 - Travel Expense	
U.S. Bank Corporate Payment	125376	ITCC052023	06/05/2023	06/06/2023	267.24	4246-0470-0035-2895 Bruce Bushore	724581740 - Equipment Purchases	
U.S. Bank Corporate Payment	125376	ITCC052023	06/05/2023	06/06/2023	316.99	4246-0470-0035-2895 Bruce Bushore	255007.242 - Indirect Admin Software	
U.S. Bank Corporate Payment	125376	JBCC05102023	06/05/2023	06/06/2023	12.03	4246-0446-5304-7278 Jay Begay	104210480 - Special Department Suppl	
U.S. Bank Corporate Payment	125376	JBCC05102023	06/05/2023	06/06/2023	31.72	4246-0446-5304-7278 Jay Begay	104211610 - Miscellaneous Supplies	
U.S. Bank Corporate Payment	125376	JTCC05102023	06/05/2023	06/06/2023	65.34	4246-0446-6210-7352 Jed Tate	574424240 - Office Expense	

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U.S. Bank Corporate Payment	125376	JTCC05102023	06/05/2023	06/06/2023	92.60	4246-0446-6210-7352 Jed Tate	574424240 - Office Expense	
U.S. Bank Corporate Payment	125376	JTCC05102023	06/05/2023	06/06/2023	455.50	4246-0446-6210-7352 Jed Tate	574424260 - Buildings and Grounds	
U.S. Bank Corporate Payment	125376	KCC05102023	06/05/2023	06/06/2023	291.42	4246-0470-0056-1370 Kent Cantrell	104147240 - Office Expense	
U.S. Bank Corporate Payment	125376	LDCC05102023	06/05/2023	06/06/2023	90.98	4246-0446-5595-5692 LYMAN DUNCAN	104173251 - Gas, Oil and Grease	
U.S. Bank Corporate Payment	125376	LDCC05102023	06/05/2023	06/06/2023	310.16	4246-0446-5595-5692 LYMAN DUNCAN	104173230 - Travel Expense	
U.S. Bank Corporate Payment	125376	LHCC05102023	06/05/2023	06/06/2023	366.71	1080852 Lyon Hazleton	104150240 - Office Expense	
U.S. Bank Corporate Payment	125376	LLCC05102023	06/05/2023	06/06/2023	145.16	4246-0446-6408-1829 Lehi Lacy	104210230 - Travel Expense	
U.S. Bank Corporate Payment	125376	MMCC05102023	06/05/2023	06/06/2023	-566.84	4246-0446-5118-0295 Mack McDonald	104111230 - Travel Expense	
U.S. Bank Corporate Payment	125376	MMCC05102023	06/05/2023	06/06/2023	-339.31	4246-0446-5118-0295 Mack McDonald	104113230 - Travel Expense	
U.S. Bank Corporate Payment	125376	MMCC05102023	06/05/2023	06/06/2023	87.88	4246-0446-5118-0295 Mack McDonald	104146240 - Office Expense	
U.S. Bank Corporate Payment	125376	MMCC05102023	06/05/2023	06/06/2023	2,223.53	4246-0446-5118-0295 Mack McDonald	104574740 - Equipment Purchases	
U.S. Bank Corporate Payment	125376	MSCC05102023	06/05/2023	06/06/2023	76.38	4246-0400-1740-8495 Marsha Shumway	104230240 - Office Expense	
U.S. Bank Corporate Payment	125376	MSCC05102023	06/05/2023	06/06/2023	110.00	4246-0400-1740-8495 Marsha Shumway	104210210 - Subscriptions and Membe	
U.S. Bank Corporate Payment	125376	MSCC05102023	06/05/2023	06/06/2023	148.56	4246-0400-1740-8495 Marsha Shumway	104134480 - Special Department Suppl	
U.S. Bank Corporate Payment	125376	MSCC05102023	06/05/2023	06/06/2023	152.95	4246-0400-1740-8495 Marsha Shumway	104210250 - Equipment Operation	
U.S. Bank Corporate Payment	125376	MSCC05102023	06/05/2023	06/06/2023	190.72	4246-0400-1740-8495 Marsha Shumway	104215620 - Miscellaneous Services	
U.S. Bank Corporate Payment	125376	MSCC05102023	06/05/2023	06/06/2023	550.21	4246-0400-1740-8495 Marsha Shumway	104230230 - Travel Expense	
U.S. Bank Corporate Payment	125376	MSCC05102023	06/05/2023	06/06/2023	1,839.17	4246-0400-1740-8495 Marsha Shumway	104230350 - State Prisoner Expenses	
U.S. Bank Corporate Payment	125376	NiPCC05102023	06/05/2023	06/06/2023	79.88	4246-0470-0157-4398 Nicole Perkins	724581620 - Special Programs	
U.S. Bank Corporate Payment	125376	NiPCC05102023	06/05/2023	06/06/2023	240.00	4246-0470-0157-4398 Nicole Perkins	724581210 - Subscriptions and Membe	
U.S. Bank Corporate Payment	125376	NiPCC05102023	06/05/2023	06/06/2023	329.65	4246-0470-0157-4398 Nicole Perkins	724581240 - Office Expense	
U.S. Bank Corporate Payment	125376	NiPCC05102023	06/05/2023	06/06/2023	356.38	4246-0470-0157-4398 Nicole Perkins	724581920 - Grant Expenses	
U.S. Bank Corporate Payment	125376	NiPCC05102023	06/05/2023	06/06/2023	569.07	4246-0470-0157-4398 Nicole Perkins	724581230 - Travel Expense	
U.S. Bank Corporate Payment	125376	NiPCC05102023	06/05/2023	06/06/2023	1,008.34	4246-0470-0157-4398 Nicole Perkins	724581480 - Collection Development	
U.S. Bank Corporate Payment	125376	NPCC05102023	06/05/2023	06/06/2023	74.72	4246-0446-5807-5241 Nathan Pitts	104192240 - Office Expense	
U.S. Bank Corporate Payment	125376	NPCC05102023	06/05/2023	06/06/2023	74.72	4246-0446-5807-5241 Nathan Pitts	104193240 - Office Expense	
U.S. Bank Corporate Payment	125376	NPCC05102023	06/05/2023	06/06/2023	445.11	4246-0446-5807-5241 Nathan Pitts	104192310 - Professional and Technica	
U.S. Bank Corporate Payment	125376	SBCC05102023	06/05/2023	06/06/2023	300.00	4246-0446-5312-8805 Scott Burgess	264350330 - Employee Education	
U.S. Bank Corporate Payment	125376	SBCC05102023	06/05/2023	06/06/2023	670.64	4246-0446-5312-8805 Scott Burgess	264350230 - Travel Expense	
U.S. Bank Corporate Payment	125376	SLCC05102023	06/05/2023	06/06/2023	49.95	4246-0446-6210-7345 Samuel Long	104225260 - Buildings and Grounds	
U.S. Bank Corporate Payment	125376	SLCC05102023	06/05/2023	06/06/2023	58.99	4246-0446-6210-7345 Samuel Long	104161480 - Special Department Suppl	
U.S. Bank Corporate Payment	125376	SLCC05102023	06/05/2023	06/06/2023	72.96	4246-0446-6210-7345 Samuel Long	104161240 - Office Expense	
U.S. Bank Corporate Payment	125376	SLCC05102023	06/05/2023	06/06/2023	77.58	4246-0446-6210-7345 Samuel Long	724168260 - Buildings and Grounds	
U.S. Bank Corporate Payment	125376	SLCC05102023	06/05/2023	06/06/2023	139.99	4246-0446-6210-7345 Samuel Long	104161260 - Buildings and Grounds	
U.S. Bank Corporate Payment	125376	SLCC05102023	06/05/2023	06/06/2023	269.58	4246-0446-6210-7345 Samuel Long	724581920 - Grant Expenses	
U.S. Bank Corporate Payment	125376	SLCC05102023	06/05/2023	06/06/2023	528.34	4246-0446-6210-7345 Samuel Long	104166260 - Buildings and Grounds	
					<u>\$41,750.33</u>			
					\$41,750.33			
Utah Association of Local Boards of	125377	264	06/05/2023	06/06/2023	203.00	NALBOH Annual Dues	255007.230 - Indirect Admin Travel exp	
Utah Association of Local Boards of	125377	264	06/05/2023	06/06/2023	900.00	NALBOH Annual Dues	255007.210 - Indirect Admin Subscripti	
					<u>\$1,103.00</u>			
					\$1,103.00			
Utah Association of Local Health De	125449	365526-INV-T6	06/13/2023	06/14/2023	130.00	SJPH	255740.480 - State LHD Eviron Special	
					<u>\$130.00</u>			
					\$130.00			
Utah Division of Environmental Quali	125378	DEQ0008	06/05/2023	06/06/2023	200.00	Septic System Permits	255620.980 - DEQ Water Quality Interg	
					<u>\$200.00</u>			
					\$200.00			
Utah Navajo Health System	125379	20230602111658	06/05/2023	06/06/2023	160.00	Eric Harjo 180290	104230312 - Medical Expenses	
					<u>\$160.00</u>			
					\$160.00			
Utah State Treasurer	125450	20230609144649	06/12/2023	06/14/2023	40.00	Surcharge,Fines,Wildlife Resources	103222000 - Marriage Licenses	
Utah State Treasurer	125450	20230609144649	06/12/2023	06/14/2023	18,741.37	Surcharge,Fines,Wildlife Resources	103511000 - Justice Court Fines	
					<u>\$18,781.37</u>			
					\$18,781.37			

**San Juan County
Check Register
All Bank Accounts - 06/02/2023 to 06/14/2023**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>	<u>Activity Code</u>
Utah.com	125451	INV00002978	06/13/2023	06/14/2023	1,400.00	Utah's Canyon Country	104193490 - Advertising and Promotion	
					\$1,400.00			
Verizon Wireless	125380	9934169321	06/05/2023	06/06/2023	131.93	542368738-00001	724581280 - Telephone	
Verizon Wireless	125380	9934169321	06/05/2023	06/06/2023	256.10	542368738-00001	724581920 - Grant Expenses	
Verizon Wireless	125380	9934823622	06/02/2023	06/06/2023	105.74	265507612-00002	104113280 - Telephone	
Verizon Wireless	125380	9934823635	06/05/2023	06/06/2023	145.75	265508664-00001	214414280 - Telephone	
Verizon Wireless	125380	9934833803	06/05/2023	06/06/2023	100.16	365506834-00001	104225280 - Telephone	
Verizon Wireless	125380	9934864005	06/02/2023	06/06/2023	1,046.13	665507629-00005	104230280 - Telephone	
Verizon Wireless	125380	9934864006	06/02/2023	06/06/2023	232.88	665507629-00003	104211610 - Miscellaneous Supplies	
Verizon Wireless	125380	9934864029	06/02/2023	06/06/2023	157.08	665509557-00003	104610280 - Telephone	
Verizon Wireless	125380	9934873877	06/02/2023	06/06/2023	54.12	765507047-00001	104112280 - Telephone	
Verizon Wireless	125380	9934873877	06/02/2023	06/06/2023	179.67	765507047-00001	104112280 - Telephone	
Verizon Wireless	125380	9934873894	06/05/2023	06/06/2023	52.87	765508819-00001	104675280 - Telephone	
Verizon Wireless	125380	9934873894	06/05/2023	06/06/2023	105.74	765508819-00001	104679280 - Telephone	
					\$2,568.17			
Verizon Wireless	125452	9934853982	06/13/2023	06/14/2023	23.68	565508016-00001	105430280 - Telephone	
Verizon Wireless	125452	9934853982	06/13/2023	06/14/2023	52.87	565508016-00001	104256280 - Telephone	
Verizon Wireless	125452	9934864008	06/12/2023	06/14/2023	25.04	665507629-00005	104146280 - Telephone	
Verizon Wireless	125452	9934864008	06/12/2023	06/14/2023	62.16	665507629-00005	104242280 - Telephone	
Verizon Wireless	125452	9934873878	06/12/2023	06/14/2023	40.01	765507047-00003	104147280 - Telephone	
					\$203.76			
					\$2,771.93			
Virtru Corporation	125453	20230606141642	06/13/2023	06/14/2023	93.17	San Juan Public Health	104682240 - Office Expense	
					\$93.17			
Waste Management of Colorado	125381	0414932-4889-6	06/05/2023	06/06/2023	85.54	16-83977-53000 SJC Road Dept	214414270 - Utilities	
Waste Management of Colorado	125454	0415034-4889-0	06/13/2023	06/14/2023	174.90	19-36095-03000 SJC Public Health	255007.270 - Indirect Admin Utilities	
					\$260.44			
Wheeler Machinery Company	125382	MS0000041742	06/05/2023	06/06/2023	140,240.00	SJC Road Dept	214414740 - Equipment Purchases	
Wheeler Machinery Company	125382	PS001512106	06/05/2023	06/06/2023	475.11	SJC Road Dept	214412250 - Equipment Operation	
Wheeler Machinery Company	125382	SS000436433	06/05/2023	06/06/2023	3,150.00	SJC Road Dept	214412210 - Subscriptions and Membe	
					\$143,865.11			
					\$143,865.11			
Williams, Claralissa	125383	CW05232023	06/05/2023	06/06/2023	88.42	Travel Reimbursement	724581230 - Travel Expense	
					\$88.42			
Wilson, Lloyd	125455	LW06082023	06/12/2023	06/14/2023	50.00	Planning & Zoning Meeting	104114620 - Miscellaneous Services	
Wilson, Lloyd	125455	LW06082023	06/12/2023	06/14/2023	65.50	Planning & Zoning Meeting	104114230 - Travel Expense	
					\$115.50			
					\$115.50			
Yamamoto-Sparks, Allison	125384	AS06012023	06/02/2023	06/06/2023	263.00	Travel Reimbursement	104193230 - Travel Expense	
					\$263.00			
Young, Lois	125385	LY05252023	06/05/2023	06/06/2023	24.89	Board Travel Reimbursement	255007.230 - Indirect Admin Travel exp	
Young, Lois	125385	LY05252023	06/05/2023	06/06/2023	34.06	Board Travel Reimbursement	255007.230 - Indirect Admin Travel exp	
Young, Lois	125385	LY05252023	06/05/2023	06/06/2023	52.00	Board Travel Reimbursement	255007.230 - Indirect Admin Travel exp	
					\$110.95			
					\$110.95			

**San Juan County
Check Register
All Bank Accounts - 06/02/2023 to 06/14/2023**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>	<u>Activity Code</u>
Zhonnie, Sylvia	125386	SZ05252023	06/05/2023	06/06/2023	120.22	Expense reimbursement	255007.230 - Indirect Admin Travel exp	
					\$120.22			
Zion's Way Home Health & Hospice	125456	20230606163515	06/13/2023	06/14/2023	425.76	SJC Aging Services	104679615 - Contracts	
Zion's Way Home Health & Hospice	125456	20230606163521	06/13/2023	06/14/2023	480.00	SJC Aging Services	104679615 - Contracts	
Zion's Way Home Health & Hospice	125456	20230606163528	06/13/2023	06/14/2023	440.00	SJC Aging Services	104679615 - Contracts	
Zion's Way Home Health & Hospice	125456	20230606163535	06/13/2023	06/14/2023	160.00	SJC Aging Services	104679615 - Contracts	
					\$1,505.76			
					\$1,505.76			
					\$523,782.16			



COMMISSION STAFF REPORT

MEETING DATE: June 20, 2023

ITEM TITLE, PRESENTER: Ratify Forest Service Agreements, TJ Adair, Road Superintendent

RECOMMENDATION: Approval

SUMMARY

San Juan County Road Department was awarded three separate agreements for road maintenance. The agreements are under the Master Agreement previously signed by San Juan County Commission. The agreements are for Bears Ears National Monument Road Stabilization, Bears Ears Access Maintenance and Devil's Canyon Campground Maintenance Slurry Seal

HISTORY/PAST ACTION

Approved

FISCAL IMPACT

\$971,981.00 – Allocated funds for projects.



FS Agreement No. 23-RO-11041000-014

Cooperator Agreement No. _____

**ROAD PROJECT AGREEMENT
Between The
COUNTY OF SAN JUAN
And The
USDA, FOREST SERVICE, MANTI-LA SAL NATIONAL FOREST**

This Project Agreement (agreement) is hereby made and entered into by and between the County of San Juan, hereinafter referred to as “San Juan County,” and the USDA, Forest Service, Manti-La Sal National Forest, hereinafter referred to as the “U.S. Forest Service,” as specified under the authority and provisions of the Cooperative Forest Road Agreement #23-RO-11041000-008 executed between the parties on April 25, 2023.

Project Title: Bears Ears Access Maintenance

I. BACKGROUND:

The parties entered into a Forest Road Cooperative Agreement (Coop Agreement) on April 25, 2023. This Coop Agreement allows for the parties to cooperate in the planning, survey, design, construction, reconstruction, improvement and maintenance of certain forest roads. The Schedule A, which is attached to the Coop Agreement, identifies the maintenance responsibilities of the parties to the specific road systems and may be revised as necessary. The process of revising the Schedule A can be labor intensive and time consuming due to requiring extensive valuations and several levels of formal review. Accordingly, formal revision of the Schedule A does not readily lend itself to rapid response times, adjusting to limited funding opportunities and a high degree of site condition specificity.

The Coop Agreement allows for specific Project Agreements between the parties with the intent of completing work as expeditiously as available funds or work opportunities allow.

The Coop Agreement identifies numerous requirements for the development of Project Agreements. These requirements include but are not limited to:

- The specific project (road) must be included in an approved U.S. Forest Service – Cooperator plan (Schedule A).
- Mutual approval.
- The cost to be borne by each party.
- The amount of cooperative funds as set forth in the Project Agreement shall be the maximum commitment of either party unless changed by a formal modification prior to incurring any expense.
- Work must be completed in accordance with agreed upon standards.



II. PURPOSE:

The purpose of this Project Agreement (agreement) is to document the parties' cooperation in the maintenance and stabilization of roads within Bears Ears National Monument listed on the Forest Road Cooperative Agreement Schedule A. The work is as described in the hereby incorporated Financial Plan, attached as Exhibit A, and Scope of Work, attached as Exhibit B.

III. SAN JUAN COUNTY SHALL:

- A. Perform in accordance with the Financial Plan, Exhibit A, and Scope of Work, Exhibit B.
- B. Bill the U.S. Forest Service for actual costs incurred, not to exceed \$840,700.00.
- C. FINANCIAL STATUS REPORTS. A Federal Financial Report, form SF-425, must be submitted **quarterly**. The report is due 30 days after the reporting period ending March 31, June 30, September 30, December 31. The final SF-425 must be submitted either with the final payment request or no later than 120 days from the expiration date of the agreement. The form may be found at <https://www.grants.gov/forms/post-award-reporting-forms.html>.
- D. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS. The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

San Juan County may use whatever format it chooses for reporting performance, including Forest Service form **FS-1500-23**. Notwithstanding, performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Project activities in the upcoming quarter/reporting period.
- Additional pertinent information.

San Juan County shall submit **quarterly** performance reports to the Forest Service Program Manager. The report is due 30 days after the reporting period ending March 31, June 30, September 30, December 31. The final performance report must be submitted either with the Cooperator's final payment request, or separately, but no later than 120 days from the expiration date of the agreement.

Reporting Period	Report Due Date
October 1 – December 31	January 30
January 1 – March 31	April 30
April 1 – June 30	July 30
July 1 – September 30	October 30



IV. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the Financial Plan, Exhibit A, and Scope of Work, Exhibit B.
- B. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse San Juan County for the U.S. Forest Service’s share of actual expenses incurred, not to exceed \$840,700.00, as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of San Juan County’s annual invoice. Each invoice from San Juan County must display the total project costs for the billing period.

Each invoice must include, at a minimum:

- 1) San Juan County’s name, address, and telephone number
- 2) U.S. Forest Service agreement number **23-RO-11041000-014**
- 3) Invoice date
- 4) Performance dates of the work completed (start and end)
- 5) Total invoice amount for the billing period

The invoice must be forwarded to:

EMAIL: SM.FS.ASC_GA@USDA.GOV

POSTAL: U.S. Forest Service
 Albuquerque Service Center
 Payments – Grants & Agreements
 101B Sun Ave NE
 Albuquerque, NM 87109

FAX: 877-687-4894

Send a copy to: Daniel Luke; daniel.luke@usda.gov

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:



Cooperator Program Contact	Cooperator Administrative Contact
Name: TJ Adair Address: 885 East Center Street PO Box 188 City, State, Zip: Monticello, UT 84535 Telephone: 435-587-3230 Email: tadair@sanjuancounty.org	Name: Monica Alvarado Address: 885 East Center Street PO Box 188 City, State, Zip: Monticello, UT 84535 Telephone: 435-587-3230 Email: malvarado@sanjuancounty.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Daniel Luke Address: 599 West Price River Drive City, State, Zip: Price, UT 84501 Telephone: 535-630-3940 Email: daniel.luke@usda.gov	Name: Adam Straubinger Address: 324 25 th Street City, State, Zip: Ogden, UT 84401 Telephone: 208-609-5119 Email: adam.straubinger@usda.gov

- B. In the event of a conflict between this Project Agreement and the Coop Agreement, the latter shall take precedence.
- C. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 USC 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

- D. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.



- E. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of San Juan County's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over 1 year.
- F. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or San Juan County from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. ENDORSEMENT. Any of San Juan County's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of San Juan County's products or activities.
- H. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.
- I. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:
- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 - (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
 - (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - (d) If the Government determines that the recipient is not in compliance with this award provision, it:
 - (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and



(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

- J. MODIFICATION. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- K. TERMINATION. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination. (Excess funds must be refunded within 60 days after the effective date, OR Excess funds must be refunded in accordance with the REFUND provision of the agreement).
- L. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through March 31, 2028 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- M. AUTHORIZED REPRESENTATIVES. By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.

This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.

RYAN NEHL, Forest Supervisor
U.S. Forest Service, Manti-La Sal National Forest

Date

BRUCE ADAMS
County Commissioner, San Juan County

Date



The authority and format of this agreement have been reviewed and approved for signature.

TIMOTHY WAGONER
Digitally signed by
TIMOTHY WAGONER
Date: 2023.06.12
13:20:30 -06'00'

TIM WAGONER
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

Attachment:

USFS Agreement No.:
 Cooperator Agreement No.:

Mod. No.:

Note: This Financial Plan may be used when:
 (1) No program income is expected and
 (2) The Cooperator is not giving cash to the FS and
 (3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS			
(a)	(b)	(c)	(d)	(e)	
Noncash	Cash to Cooperator	Noncash	In-Kind	Total	
COST ELEMENTS					
Direct Costs					
Salaries/Labor	\$2,000.00	\$625,600.00	\$5,000.00	\$0.00	\$632,600.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$40,500.00	\$0.00	\$0.00	\$40,500.00
Supplies/Materials	\$0.00	\$174,600.00	\$0.00	\$0.00	\$174,600.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other					\$0.00
Subtotal	\$2,000.00	\$840,700.00	\$5,000.00	\$0.00	\$847,699.99
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$300.00				\$300.00
Total	\$2,300.00	\$840,700.00	\$5,000.00	\$0.00	
Total Project Value:					\$847,999.99

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 99.41%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 0.59%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor				
Standard Calculation				
Job Description		Cost/Day	# of Days	Total
Engineer		\$400.00	5.00	\$2,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Salaries/Labor				\$2,000.00
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Subtotal Direct Costs \$2,000.00

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs	Total
15.00%	\$2,000.00	\$300.00
Total FS Overhead Costs		\$300.00

TOTAL COST \$2,300.00

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor				
Standard Calculation				
Job Description		Cost/Day	# of Days	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
Job Description		Cost/Mile	# of Miles	Total
Road Crew labor for applying 3 in. rock		\$57,000.00	7.00	\$399,000.00
		\$22,000.00	10.30	\$226,600.00
Road Crew labor for applying 1 1/2 in. aggregate				
Total Salaries/Labor				\$625,600.00

Equipment				
Standard Calculation				
Piece of Equipment	# of Units	# miles	\$/Mile	Total
Rotomiller; approximately 6.3 miles	1.00	6.3	\$ 6,428.57	\$40,500.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
Total Equipment				\$40,500.00

Supplies/Materials

Standard Calculation

Supplies/Materials	# of Miles	Cost/Mile	Total
3 in. rock on approximately 7 miles	7.00	\$10,228.57	\$71,600.00
1 1/2 in. aggregate approximately 10.3 miles	10.30	\$10,000.00	\$103,000.00
			\$0.00
			\$0.00

Non-Standard Calculation

Total Supplies/Materials			\$174,600.00
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Other Expenses

Standard Calculation

Item	# of Units	Cost/Unit	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Non-Standard Calculation

Total Other			\$0.00
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Subtotal Direct Costs	\$840,700.00
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Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs	Total
	\$840,700.00	\$0.00
Total Coop. Indirect Costs		\$0.00

TOTAL COST	\$840,700.00
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WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor				
Standard Calculation				
Job Description		Cost/Day	# of Days	Total
Project Manager - Road Supervisor		\$500.00	10.00	\$5,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Salaries/Labor				\$5,000.00
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Subtotal Direct Costs	\$5,000.00
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Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs		Total
	\$5,000.00		\$0.00
Total Coop. Indirect Costs			\$0.00

TOTAL COST	\$5,000.00
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SCOPE OF WORK

Project Title: Bears Ears Access Maintenance

Identification of Road or Road Segments:

It is the intention of the parties under this agreement to cooperate on the following roads or road segments: Forest Service Road Number 50092, 50088, and other roads as needed listed on the Forest Road Cooperative Agreement Schedule A within the Bears Ears National Monument.

Project Description:

Complete maintenance and stabilization of roads within Bears Ears National Monument and listed on the Forest Road Cooperative Agreement Schedule A. Work will include rotomilling, and hauling and placing aggregate and rock.

San Juan County Shall:

- Supply and place 3 in. rock in approximately 7 miles of roadway
- Supply and place 1.5 in. aggregate on approximately 10.3 miles of roadway
- Rotomill approximately 6.3 miles of roadway
- Submit quarterly financial status reports and program performance reports as identified in agreement provisions III.C and III.D.

U.S. Forest Service Shall:

- Reimburse the county for expenses incurred according to the agreement.
- Meet annually with the San Juan County to identify and prioritize roads to be maintained through this agreement.
- Provide project oversight and technical specifications as needed.



FS Agreement No. 23-RO-11041000-013

Cooperator Agreement No. _____

**ROAD PROJECT AGREEMENT
Between The
COUNTY OF SAN JUAN
And The
USDA, FOREST SERVICE,
MANTI-LA SAL NATIONAL FOREST**

This Project Agreement (agreement) is hereby made and entered into by and between County of San Juan, hereinafter referred to as "San Juan County," and the USDA, Forest Service, Manti-La Sal National Forest, hereinafter referred to as the "U.S. Forest Service," as specified under the authority and provisions of the Cooperative Forest Road Agreement #23-RO-11041000-008 executed between the parties on April 25, 2023.

Project Title: San Juan County Bears Ears National Monument Road Stabilization Project

I. BACKGROUND:

The parties entered into a Forest Road Cooperative Agreement (Coop Agreement) on April 25, 2023. This Coop Agreement allows for the parties to cooperate in the planning, survey, design, construction, reconstruction, improvement and maintenance of certain forest roads. The Schedule A, which is attached to the Coop Agreement, identifies the maintenance responsibilities of the parties to the specific road systems and may be revised as necessary. The process of revising the Schedule A can be labor intensive and time consuming due to requiring extensive valuations and several levels of formal review. Accordingly, formal revision of the Schedule A does not readily lend itself to rapid response times, adjusting to limited funding opportunities and a high degree of site condition specificity.

The Coop Agreement allows for specific Project Agreements between the parties with the intent of completing work as expeditiously as available funds or work opportunities allow.

The Coop Agreement identifies numerous requirements for the development of Project Agreements. These requirements include but are not limited to:

- The specific project (road) must be included in an approved U.S. Forest Service – Cooperator plan (Schedule A).
- Mutual approval.
- The cost to be borne by each party.
- The amount of cooperative funds as set forth in the Project Agreement shall be the maximum commitment of either party unless changed by a formal modification prior to incurring any expense.



- Work must be completed in accordance with agreed upon standards.

II. PURPOSE:

The purpose of this Project Agreement (agreement) is to document the parties' cooperation in the stabilization of roads 50095, 50079 and other roads as needed listed on the Cooperative Schedule A road agreement including; crushing aggregate, rotomilling, hauling and placing aggregate and applying stabilization products such as Magnesium Chloride or similar products. The work is as described in the hereby incorporated Financial plan, attached as Exhibit A and Scope of Work attached as Exhibit B.

III. THE COOPERATOR SHALL:

- Perform in accordance with the Financial plan, Exhibit A and Scope of work Exhibit B.
- Bill the U.S. Forest Service for actual costs incurred, not to exceed \$45,000.00.

IV. THE U.S. FOREST SERVICE SHALL:

- Perform in accordance with the Financial Plan, Exhibit A and Scope of work Exhibit B.
- PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse San Juan County for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$45,000.00, as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of San Juan County's annual invoice. Each invoice from San Juan County must display the total project costs for the billing period.

Each invoice must include, at a minimum:

- San Juan County's name, address, and telephone number
- U.S. Forest Service agreement number- **23-RO-11041000-013**
- Invoice date
- Performance dates of the work completed (start and end)
- Total invoice amount for the billing period
-

The invoice must be forwarded to:

Email: SM.FS.ASC_GA@usda.gov

Postal: U.S. Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

FAX: 877-687-4894

Send a copy to: Daniel.luke@usda.gov



V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
TJ Adair Road Superintendent 885 East Center Street PO Box 188 Monticello, UT 84535 435-587-3230 tadair@sanjuancounty.org	Monica Alvarado Office Manager 885 East Center Street PO Box 188 Monticello, UT 84535 435-587-3230 malvarado@sanjuancounty.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Daniel Luke Civil Engineer Manti-La Sal National Forest 599 W. Price River Drive Price, UT 84501 435-636-3573 Daniel.luke@usda.gov	Rita Arenas Grants Management Specialist Intermountain Region 4 324 25 th Street Ogden, UT 84401 Rita.arenas@usda.gov

B. In the event of a conflict between this Project Agreement and the Coop Agreement, the latter shall take precedence.

C. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 USC 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

D. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO)



13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased, or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- E. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of San Juan County's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over 1 year.
- F. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or San Juan County from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. ENDORSEMENT. Any of San Juan County's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of San Juan County's products or activities.
- H. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.
- I. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:
- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 - (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
 - (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a



Federal department or agency governing the nondisclosure of classified information.

(d) If the Government determines that the recipient is not in compliance with this award provision, it:

(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

- J. MODIFICATION. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- K. TERMINATION. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination. (Excess funds must be refunded within 60 days after the effective date, OR Excess funds must be refunded in accordance with the REFUND provision of the agreement).
- L. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through 3/31/2028 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- M. AUTHORIZED REPRESENTATIVES. By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.

This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.



RYAN NEHL, Forest Supervisor
U.S. Forest Service, Manti-La Sal National Forest

Date

6/12/2023

BRUCE ADAMS
County Commissioner

Date

The authority and format of this agreement have been reviewed and approved for signature.

RITA ARENAS Digitally signed by RITA ARENAS
Date: 2023.06.09 12:06:52 -06'00'

RITA ARENAS
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

U.S. Forest Service

OMB 0596-0217
FS-1500-17B

Attachment:

USFS Agreement No.:
Cooperator Agreement No.:

Mod. No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$800.00	\$12,092.40	\$1,500.00	\$0.00	\$14,392.40
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$18,144.00	\$0.00	\$0.00	\$18,144.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$14,763.60	\$0.00	\$0.00	\$14,763.60
Other					\$0.00
Subtotal	\$800.00	\$45,000.00	\$1,500.00	\$0.00	\$47,300.00
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$0.00				\$0.00
Total	\$800.00	\$45,000.00	\$1,500.00	\$0.00	\$47,300.00
Total Project Value:					\$47,300.00

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 96.83%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 3.17%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Days		Total
Engineer		\$400.00	2.00		\$800.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation					
--------------------------	--	--	--	--	--

Total Salaries/Labor	\$800.00
-----------------------------	-----------------

Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation					
--------------------------	--	--	--	--	--

Total Travel	\$0.00
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Equipment					
Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation					
--------------------------	--	--	--	--	--

Total Equipment	\$0.00
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Supplies/Materials

Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Supplies/Materials **\$0.00**

Printing

Standard Calculation				
Paper Material		# of Units	Cost/Unit	Total
				\$0.00

Non-Standard Calculation

Total Printing **\$0.00**

Other Expenses

Standard Calculation				
Item		# of Units	Cost/Unit	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Other **\$0.00**

Subtotal Direct Costs **\$800.00**

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs		Total
	\$800.00		\$0.00

Total FS Overhead Costs **\$0.00**

TOTAL COST **\$800.00**

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract=\$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor				
Standard Calculation				
Job Description		Cost/Day	# of Days	Total
Crew- 4 Labors		2734.00	\$3.60	\$9,842.40
Administrative		625.00	\$3.60	\$2,250.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Salaries/Labor	\$12,092.40
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Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Travel	\$0.00
---------------------	---------------

Equipment				
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00
				\$0.00

Non-Standard Calculation

Total Equipment	\$0.00
------------------------	---------------

Supplies/Materials

Standard Calculation				
Supplies/Materials	# of Items	Cost/Item	Total	
Material: approx. 14,400 gallons of M	14400.00	\$1.26	\$18,144.00	
			\$0.00	
			\$0.00	
			\$0.00	

Non-Standard Calculation

Total Supplies/Materials	\$18,144.00
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Printing

Standard Calculation				
Paper Material	# of Units	Cost/Unit	Total	
			\$0.00	

Non-Standard Calculation

	\$0.00
--	--------

Total Printing	\$0.00
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Other Expenses

Standard Calculation				
Item	Cost/Day	Days	Total	
Mag Chloride Applicator	4101.00	3.60	\$14,763.60	
			\$0.00	
			\$0.00	
			\$0.00	

Non-Standard Calculation

Total Other	\$14,763.60
--------------------	--------------------

Subtotal Direct Costs	\$45,000.00
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Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs	Total	
	\$45,000.00	\$0.00	
Total Coop. Indirect Costs		\$0.00	

TOTAL COST	\$45,000.00
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WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.
 NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract=\$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Days		Total
Project Manager - Road Supervisor		\$500.00	3.00		\$1,500.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Non-Standard Calculation					

Total Salaries/Labor					\$1,500.00
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Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Non-Standard Calculation					

Total Travel					\$0.00
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Equipment					
Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Non-Standard Calculation					

Total Equipment					\$0.00
------------------------	--	--	--	--	---------------

Supplies/Materials

Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Supplies/Materials **\$0.00**

Printing

Standard Calculation				
Paper Material		# of Units	Cost/Unit	Total
				\$0.00

Non-Standard Calculation

\$0.00

Total Printing **\$0.00**

Other Expenses

Standard Calculation				
Item		# of Units	Cost/Unit	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Other **\$0.00**

Subtotal Direct Costs **\$1,500.00**

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs		Total
	\$1,500.00		\$0.00
Total Coop. Indirect Costs			\$0.00

TOTAL COST **\$1,500.00**

SCOPE OF WORK

Project Title: San Juan County/BENM Road Stabilization

Identification of Road or Road Segments:

It is the intention of the parties under this agreement to cooperate on the following roads or road segments: Road number 50095, 50079 and other roads as needed listed on the Cooperative Schedule A road agreement.

Project Description:

Road Stabilization on forest service roads or access roads to the forest. This will be done different methods including; crushing aggregate, rotomilling, hauling and placing aggregate and applying stabilization products such as Magnesium Chloride or similar products.

San Juan County Shall:

- Apply Magnesium Chloride with their equipment to portions of roads 50095 (Approximately 3 miles) & 50079 (Approximately 1 miles) where needed.
- Meet annually with the Forest Service to identify and prioritize roads needing Stabilization.
- Provide project oversight and technical specifications as needed.
- Provide equipment needed to complete project.

U.S. Forest Service Shall:

- Reimburse the county for expenses incurred According to the agreement.
- Meet annually with the San Juan County to identify and prioritize roads needing Stabilization.
- Provide project oversight and technical specifications as needed.



FS Agreement No. 23-RO-11041000-016

Cooperator Agreement No. _____

**ROAD PROJECT AGREEMENT
Between The
COUNTY OF SAN JUAN
And The
USDA, FOREST SERVICE, MANTI-LA SAL NATIONAL FOREST**

This Project Agreement (agreement) is hereby made and entered into by and between the County of San Juan, hereinafter referred to as “San Juan County,” and the USDA, Forest Service, Manti-La Sal National Forest, hereinafter referred to as the “U.S. Forest Service,” as specified under the authority and provisions of the Cooperative Forest Road Agreement #23-RO-11041000-008 executed between the parties on April 25, 2023.

Project Title: Devils Canyon Campground Maintenance Slurry Seal

I. BACKGROUND:

The parties entered into a Forest Road Cooperative Agreement (Coop Agreement) on April 25, 2023. This Coop Agreement allows for the parties to cooperate in the planning, survey, design, construction, reconstruction, improvement and maintenance of certain forest roads. The Schedule A, which is attached to the Coop Agreement, identifies the maintenance responsibilities of the parties to the specific road systems and may be revised as necessary. The process of revising the Schedule A can be labor intensive and time consuming due to requiring extensive valuations and several levels of formal review. Accordingly, formal revision of the Schedule A does not readily lend itself to rapid response times, adjusting to limited funding opportunities and a high degree of site condition specificity.

The Coop Agreement allows for specific Project Agreements between the parties with the intent of completing work as expeditiously as available funds or work opportunities allow.

The Coop Agreement identifies numerous requirements for the development of Project Agreements. These requirements include but are not limited to:

- The specific project (road) must be included in an approved U.S. Forest Service – Cooperator plan (Schedule A).
- Mutual approval.
- The cost to be borne by each party.
- The amount of cooperative funds as set forth in the Project Agreement shall be the maximum commitment of either party unless changed by a formal modification prior to incurring any expense.
- Work must be completed in accordance with agreed upon standards.



II. PURPOSE:

The purpose of this Project Agreement (agreement) is to document the parties' cooperation in the deferred maintenance and stabilization of roads and camp spurs in Devils Canyon Campground as listed on the Forest Road Cooperative Agreement Schedule A. The work is as described in the hereby incorporated Financial Plan, attached as Exhibit A.

III. THE COOPERATOR SHALL:

- A. Perform in accordance with the Financial Plan, Exhibit A.
- B. Bill the U.S. Forest Service for actual costs incurred, not to exceed \$86,281.00.
- C. Complete maintenance and stabilization of roads and camp spurs within Devils Canyon Campground as listed on the Forest Road Cooperative Agreement Schedule A. Work will include routine maintenance, including applying stabilization products such as slurry seals, chip seals, magnesium chloride or similar products.
- D. FINANCIAL STATUS REPORTS. A Federal Financial Report, form SF-425, must be submitted **quarterly**. The report is due 30 days after the reporting period ending March 31, June 30, September 30, December 31. The final SF-425 must be submitted either with the final payment request or no later than 120 days from the expiration date of the agreement. The form may be found at <https://www.grants.gov/forms/post-award-reporting-forms.html>.
- E. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS. The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

San Juan County may use whatever format it chooses for reporting performance, including Forest Service form **FS-1500-23**. Notwithstanding, performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Project activities in the upcoming quarter/reporting period.
- Additional pertinent information.

San Juan County shall submit **quarterly** performance reports to the Forest Service Program Manager. The report is due 30 days after the reporting period ending March 31, June 30, September 30, December 31. The final performance report must be submitted either with the Cooperator's final payment request, or separately, but no later than 120 days from the expiration date of the agreement.



Reporting Period	Report Due Date
October 1 – December 31	January 30
January 1 – March 31	April 30
April 1 – June 30	July 30
July 1 – September 30	October 30

IV. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the Financial Plan, Exhibit A.
- B. Provide project oversight and technical specifications as needed.
- C. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse San Juan County for the U.S. Forest Service’s share of actual expenses incurred, not to exceed \$86,281.00, as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of San Juan County’s annual invoice. Each invoice from San Juan County must display the total project costs for the billing period.

Each invoice must include, at a minimum:

- 1) San Juan County’s name, address, and telephone number
- 2) U.S. Forest Service agreement number **23-RO-11041000-016**
- 3) Invoice date
- 4) Performance dates of the work completed (start and end)
- 5) Total invoice amount for the billing period

The invoice must be forwarded to:

EMAIL: SM.FS.ASC_GA@USDA.GOV

POSTAL: U.S. Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

FAX: 877-687-4894

Send a copy to: Daniel Luke; daniel.luke@usda.gov

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.



Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: TJ Adair Address: 885 East Center Street PO Box 188 City, State, Zip: Monticello, UT 84535 Telephone: 435-587-3230 Email: tadair@sanjuancounty.org	Name: Monica Alvarado Address: 885 East Center Street PO Box 188 City, State, Zip: Monticello, UT 84535 Telephone: 435-587-3230 Email: malvarado@sanjuancounty.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Daniel Luke Address: 599 West Price River Drive City, State, Zip: Price, UT 84501 Telephone: 535-630-3940 Email: daniel.luke@usda.gov	Name: Adam Straubinger Address: 324 25 th Street City, State, Zip: Ogden, UT 84401 Telephone: 208-609-5119 Email: adam.straubinger@usda.gov

- B. In the event of a conflict between this Project Agreement and the Coop Agreement, the latter shall take precedence.
- C. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 USC 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

- D. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.



- E. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of San Juan County's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over 1 year.
- F. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or San Juan County from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. ENDORSEMENT. Any of San Juan County's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of San Juan County's products or activities.
- H. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.
- I. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:
- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 - (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
 - (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - (d) If the Government determines that the recipient is not in compliance with this award provision, it:
 - (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated



Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law;
and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

- J. MODIFICATION. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- K. TERMINATION. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination. (Excess funds must be refunded within 60 days after the effective date, OR Excess funds must be refunded in accordance with the REFUND provision of the agreement).
- L. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through March 31, 2028 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- M. AUTHORIZED REPRESENTATIVES. By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.

This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.

RYAN NEHL, Forest Supervisor
U.S. Forest Service, Manti-La Sal National Forest

Date

BRUCE ADAMS
County Commissioner, San Juan County

02/12/2023

Date



The authority and format of this agreement have been reviewed and approved for signature.

TIMOTHY WAGONER
Digitally signed by
TIMOTHY WAGONER
Date: 2023.06.12
14:10:54 -06'00'

TIMOTHY WAGONER
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

U.S. Forest Service

OMB 0596-0217
FS-1500-17B

Attachment:

USFS Agreement No.:
Cooperator Agreement No.:

Mod. No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$800.00	\$15,148.65	\$2,500.00	\$0.00	\$18,448.65
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$16,252.64	\$0.00	\$0.00	\$16,252.64
Supplies/Materials	\$0.00	\$54,879.71	\$0.00	\$0.00	\$54,879.71
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal	\$800.00	\$86,281.00	\$2,500.00	\$0.00	\$89,581.00
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$120.00				\$120.00
Total	\$920.00	\$86,281.00	\$2,500.00	\$0.00	\$89,701.00
Total Project Value:					\$89,701.00

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 97.21%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 2.79%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor				
Standard Calculation				
Job Description		Cost/Day	# of Days	Total
Engineer		\$400.00	2.00	\$800.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				

Total Salaries/Labor				\$800.00
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Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				

Total Travel				\$0.00
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Equipment				
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				

Total Equipment		\$0.00
------------------------	--	---------------

Supplies/Materials

Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Supplies/Materials		\$0.00
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Printing

Standard Calculation				
Paper Material		# of Units	Cost/Unit	Total
				\$0.00

Non-Standard Calculation

Total Printing		\$0.00
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Other Expenses

Standard Calculation				
Item		# of Units	Cost/Unit	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Other		\$0.00
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Subtotal Direct Costs	\$800.00
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Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs		Total
15.00%	\$800.00		\$120.00
Total FS Overhead Costs			\$120.00

TOTAL COST	\$920.00
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WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor				
Standard Calculation				
Job Description		Cost/Day	# of Days	Total
Crew Labor		\$1,380.00	8.00	\$11,040.00
Administration		\$513.58	8.00	\$4,108.65
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
Job Description		Cost/Mile	# of Miles	Total
				\$0.00
				\$0.00
Total Salaries/Labor				\$15,148.65

Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
Total Travel				\$0.00

Equipment				
Standard Calculation				
Piece of Equipment	# of Days	Cost/Day		Total
Truck 1	8.00	\$335.50		\$2,684.00
Truck 2	8.00	\$83.76		\$670.08

Air Comp	8.00	\$37.32	\$298.56
			\$0.00
			\$0.00

Non-Standard Calculation

Laydown Machine Rental	1	\$12,600.00	\$ 12,600.00
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Total Equipment			\$16,252.64
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Supplies/Materials

Standard Calculation

Supplies/Materials	# of Units	Cost/Item	Total
Mastic Material	84000.00	\$0.62	\$52,080.00
			\$0.00

Non-Standard Calculation

Item	# of Units	Cost/Item	Total
Freight	2	\$ 1,399.86	\$ 2,799.71
			0

Total Supplies/Materials			\$54,879.71
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Printing

Standard Calculation

Paper Material	# of Units	Cost/Unit	Total
			\$0.00

Non-Standard Calculation

			\$0.00
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Total Printing			\$0.00
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Other Expenses

Standard Calculation

Item	# of Units	Cost/Unit	Total
			\$0.00
			\$0.00

Non-Standard Calculation

Total Other			\$0.00
--------------------	--	--	---------------

Subtotal Direct Costs	\$86,281.00
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Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs	Total
	\$86,281.00	\$0.00

Total Coop. Indirect Costs	\$0.00
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TOTAL COST	\$86,281.00
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WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.
 NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor				
Standard Calculation				
Job Description		Cost/Day	# of Days	Total
Project Manager - Road Supervisor		\$500.00	5.00	\$2,500.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				

Total Salaries/Labor				\$2,500.00
-----------------------------	--	--	--	-------------------

Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				

Total Travel				\$0.00
---------------------	--	--	--	---------------

Equipment				
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00
				\$0.00
Non-Standard Calculation				

Total Equipment				\$0.00
------------------------	--	--	--	---------------

Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
Total Supplies/Materials				\$0.00

Printing				
Standard Calculation				
Paper Material		# of Units	Cost/Unit	Total
				\$0.00
Non-Standard Calculation				
				\$0.00
Total Printing				\$0.00

Other Expenses				
Standard Calculation				
Item		# of Units	Cost/Unit	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
Total Other				\$0.00

Subtotal Direct Costs	\$2,500.00
------------------------------	-------------------

Cooperator Indirect Costs			
Current Overhead Rate	Subtotal Direct Costs		Total
	\$2,500.00		\$0.00
Total Coop. Indirect Costs			\$0.00

TOTAL COST	\$2,500.00
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WORKSHEET FOR

Cooperator In-Kind Contribution Cost Analysis, Column (d)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.
 NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Non-Standard Calculation					

Total Salaries/Labor	\$0.00
-----------------------------	---------------

Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Non-Standard Calculation					

Total Travel	\$0.00
---------------------	---------------

Equipment					
Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00

\$0.00

Non-Standard Calculation

Total Equipment **\$0.00**

Supplies/Materials

Standard Calculation

Supplies/Materials		# of Items	Cost/Item		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00

\$0.00
\$0.00
\$0.00
\$0.00

Non-Standard Calculation

Total Supplies/Materials **\$0.00**

Printing

Standard Calculation

Paper Material		# of Units	Cost/Unit		Total
					\$0.00

\$0.00

Non-Standard Calculation

Total Printing **\$0.00**

Other Expenses

Standard Calculation

Item		# of Units	Cost/Unit		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00

\$0.00
\$0.00
\$0.00
\$0.00

Non-Standard Calculation

Total Other **\$0.00**

Subtotal Direct Costs	\$0.00
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TOTAL COST	\$0.00
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COMMISSION STAFF REPORT

MEETING DATE: June 20, 2023

ITEM TITLE, PRESENTER: Approval of the County Surveyor Vacancy Notice

RECOMMENDATION: Approve the Notice to be sent to the Republican Party

SUMMARY

Upon vacancy of the County Elected Official, we are required to provide a notice for interim replacement to the Party of the previous elected official. Kent B. (Sam) Cantrell was a Republican. Sam began his employment with the County back in 1998 in the Weed Department and had been with the Surveyor's Department for 23 years. Sam became the elected County Surveyor in 2015 and has held that position since. Our heartfelt condolences go out to his family at this time as well as our fond appreciation for his lifelong dedication serving the residents of San Juan County.

HISTORY/PAST ACTION

N/A

FISCAL IMPACT

N/A



June 20, 2023

RE: San Juan County Surveyor

Sheila Knight
San Juan County Utah Republican Party Liaison
PO Box
Blanding, Utah

Pursuant to Utah Code, Section 20A-1-508, Midterm Vacancies in County Elected Offices – Temporary Manager – Interim Replacement; the Board of San Juan County Commissioners is providing you and the Republican Party of the official notification of the vacancy of the County Surveyor's Office. Our former County Surveyor recently passed away; our heartfelt sympathy goes out to his family at this time. The position was officially vacated on June 7, 2023.

In summary of the code referenced, the process is as follows:

The Party Liaison shall, before 5 p.m. within 30 days after the day on which the Liaison receives the notice described, submits to the County Legislative Body the name of an individual the party selects in accordance with the Party's constitution or bylaws to serve as the interim replacement.

The County Legislative Body shall, no later than five days after the day on which a party liaison submits the name of the individual to serve as the interim replacement, appoint the individual to serve out the unexpired term.

If the County Legislative Body fails to appoint an interim replacement to fill the vacancy in accordance with that process, the request of appointment then goes to the Governor who shall make the appointment within 10 days after he receives the appointment request.

Overall, the timeline will be as follows:

Notification by email and post June 20, 2023
30 days after notification is July 20, 2023
August 1, 2023 Commission Meeting

Signed,

Bruce Adams
Commission Chair



SAN JUAN COUNTY COMMISSION

Item 4.

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

June 20, 2023

United States Department of Interior
Bureau of Land Management
Rachel Wootton
Canyon Country District Office
82 Dogwood Ave.
Moab, Utah 84532

Attention: Bears Ears National Monument Advisory Committee Nominations

To Whom It May Concern:

This letter is in recommendation and support of Commissioner Jamie Harvey to represent San Juan County, Utah as a candidate for membership on the Bears Ears National Monument Advisory Committee meeting the following category “(1) An elected official from local government within San Juan County representing the County”.

Commissioner Harvey was elected to the Board of San Juan County Commissioners beginning in January of 2023 which term expires in December of 2027.

Commissioner Harvy comes with a vast amount of experience in government and has served in leadership capacities such as the Navajo Utah Commission, Navajo Nation Utah Council Delegate Commission, the Utah Navajo Health Board and as Chapter official for Aneth Chapter. Commissioner Harvy is familiar with the Bears Ears territory having harvested firewood, accessing culturally relevant ceremonial plants and is aware of the culture, language, history and creation of the Bears Ears National Monument. Commissioner Harvey is an enrolled member of the Navajo Nation.

As fellow Commissioners, we proudly recommend Commissioner Jamie Harvey for consideration to fill this vital role in the assistance of the management of the Bears Ears National Monument.

Sincerely,

Bruce Adams
Commission Chairman

Silvia Stubbs
Commission Vice-Chair

Memorandum of Understanding - Forever Mighty®

Utah Cooperative Marketing Program (Traditional and/or Forever Mighty®) – Round 2021

Whereas the Utah Office of Tourism (UOT) conducts a public/private partnership program known as the Utah Cooperative Marketing Program. The Traditional and Forever Mighty applications are both part of this program.

And whereas, an objective of the Utah Cooperative Marketing Program is to leverage state and co-op partner funding to attract both in and out-of-state visitors to Utah to increase tourism expenditures.

And whereas, San Juan County Office of Economic Development & Visitor Services, has been qualified by the Board of Tourism Development (Board) to receive \$46,917 as follows: 50% of funds upon UOT receiving signed MOU from the applicant, and the remaining 50% of funds upon completion of the project final report.

Therefore, be it resolved that the UOT and San Juan County Office of Economic Development & Visitor Services, hereby enter into a public/private partnership in the amount of \$46,917 as outlined below:

The Utah Office of Tourism pledges the following to the partnership:

1. 50% of the Board approved amount will be paid upon receiving signed MOU and invoice from the applicant; remaining 50% will be paid upon the completion of said project and submission of required reports and vendor invoices.
2. To review submitted projects within 5 business days.


The San Juan County Office of Economic Development & Visitor Services pledges the following:

1. To comply with the Utah Cooperative Marketing Program [Guidelines](#).
2. In the event of modifications due to matching funding, media availability, or any other circumstance resulting in any change of the approved project or any change of person(s) responsible for the project, to provide UOT with a written summary of such changes immediately for approval before implementing requested changes/
3. To provide projects (i.e. copy of advertisement, CD, DVD, mock-up of art work, etc.) to UOT for approval prior to publication.
4. To provide all project related vendor invoices and a written final report of results within 90 days of completion of the project as outlined in the guidelines.

It is understood and accepted that should the proposed project not be completed as outlined in your application and according to the program guidelines, all Cooperative Marketing funds for this project must be returned to the UOT immediately.

Agreed to this on the _____ day of _____, in the year 20_____.

By:



David M. Williams
Associate Managing Director
Utah Office of Tourism

Bruce Adams, Commission Chair
San Juan County Board of Commissioners

Please return one signed copy via email to:
Celina Sinclair, Partner Relations Lead, csinclair@utah.gov



COMMISSION STAFF REPORT

MEETING DATE: June 4th, 2023

ITEM TITLE, PRESENTER: Memorandum of Understanding – UOT Forever Mighty 2021 by Elaine Gizler, Economic Development, and Visitor Services Director.

RECOMMENDATION:

SUMMARY: Memorandum of Understanding for the Forever Mighty Marketing Program that was confirmed in 2021. This needs to be signed by the San Juan County Commission Chair in order for an invoice to be processed for payment to San Juan County for the first half of the contract. This MOU was not submitted for the original approved contract in 2021.

HISTORY/PAST ACTION. UOT has granted San Juan County funding to be used toward marketing Utah's Canyon Country for many years.

FISCAL IMPACT: From UOT \$46,917 we will bill back 50% or \$23,458.50

STATE OF UTAH CONTRACT

CONTRACT # 152306 AMENDMENT #8

Vendor #	22718A	CommCd	00000
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TO BE ATTACHED TO AND MADE PART OF the above numbered contract by and between the State of Utah, Administrative Office of the Courts, referred to as State and San Juan County Sheriff.

THE PARTIES AGREE TO THE CONTRACT AS FOLLOWS:

- Contract period: 07/01/23 Effective Date
06/30/24 Termination Date unless terminated early or extended in accordance with the terms and conditions of this contract.

Renewal options: Unlimited (they are required by statute to provide these services). All payments under this contract will be completed within 90 days after the Termination Date.

2. Contract amount:

	Hrs Allotted	Hrly Rate	Contract Amt	Total
Bailiff Security	471	\$26.15	\$12,316.65	
Perimeter Security	392	\$26.15	\$10,250.80	\$22,567.45

- Attachment A: Terms & Conditions
Attachment B: Scope of Work
Attachment C: Sample Invoice (removed); (inserted) Payment

4. Contact Information:

Courts: Seventh District & Juvenile Court
Attn: Travis Erickson
Addr: 120 East Main Street
City/Zip: Price 84501
Phone: 435 636-3400
E-mail: travise@utcourts.gov

County: San Juan County Sheriff
Attn: Lehi Lacy
Addr: 297 Main Street
City/Zip: Monticello 84535
Phone: 435 587-2237
E-mail: llacy@sanjuancounty.org

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

COUNTY

AOC

County Commission
[Signature] ^{UT} 6/13/2023
County Sheriff
Brittney Ivins 05/18/2023
County Attorney

Court Security Director or AOC Designee

District Court Executive

Juvenile Court Executive
Keisa L. Williams 5/15/23

Court Counsel

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor
- Non-Profit Corporation
- For-Profit Corporation
- Partnership
- Government Agency

Availability of Funds

State Division of Finance

ATTACHMENT A: TERMS AND CONDITIONS – Bailiff and Security Contracts

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 11-13-101 commonly referred to as the Inter-local Cooperation Act, 17-22-2, 17-22-27 and UC78A-2-602.
2. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
3. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
4. **TERMINATION:** This contract may be terminated in advance of the specified expiration date, by either party, upon ninety (90) days written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. Termination shall not affect the rights and duties of either party as may be required by law.
5. **NONAPPROPRIATION OF FUNDS:** The provision of this contract placing an obligation upon the State to compensate the Sheriff for services is contingent upon, and limited to the extent that, funds are appropriated and available for this purpose by the Legislature. The State will actively seek adequate funding from the Legislature to fulfill the obligations of this contract. In the event that funds are not appropriated or otherwise available to honor the terms of this contract, the State may renegotiate the agreement or may terminate the agreement without penalty upon 30 days written notice to the Sheriff.
6. **INDEMNIFICATION:** The State shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of State employees in connection with the performance of this contract. The County shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of the County in connection with the performance of this Contract. The County shall indemnify and hold the State free and harmless from all claims that arise as a result of the negligence or fault of the County, its officers, agents and employees. The obligation of a party to indemnify the other pursuant to any provision of this agreement is subject to the terms and conditions of the Governmental Immunity Act of Utah, UCA 63G-7-101 *et. seq.*, including, but not limited to, the liability limits contained therein.
7. **EMPLOYMENT STATUS:** All persons performing duties under the terms of this Contract shall be County employees and shall have no right to any state pension, civil service, workers' compensation, unemployment or any other state benefit for services provided hereunder. The County will have full supervision authority, subject to the Scope of Work, over all persons employed to carry out the requirements of this Contract.
8. **PAYMENT:** Payments are normally made within 30 days following the date a correct invoice is received. All invoices must be submitted in an approved format.
9. **COMPENSATION:** The compensation paid by the State to the County pursuant to this Agreement shall be used only for the services provided pursuant to the Agreement, and County shall not have the authority or right to use such funds for other purposes. The State shall compensate the County for salary and benefits of sworn officers in conformance with the provisions of Sections 17-22-2, 17-22-23, 17-22-27 and UC78A-2-602, and Rule 3-414 of the Code of Judicial Administration. This agreement shall not serve to compensate County for costs related to security administration, supervision, travel, equipment and training.
10. **EQUIPMENT:** The equipment used by County personnel shall be provided and maintained by the County except for elements of the security systems (i.e. magnetometers, surveillance and other monitoring devices) provided by the State.

11. NOTICE: The Sheriff shall respond to a request for assistance with additional law enforcement personnel and services, without compensation, upon the occurrence of a breach of peace or when a security problem is anticipated.

12. PROBLEM RESOLUTION: The State's designated representative or representatives shall have the right, upon request, to meet and confer with the Sheriff, and/or his designated contract representatives, to discuss any problems arising from the Sheriff's performance or the individual deputies performing services under this Agreement, the costs for future periods under this contract, or any other issues related to this contract.

13. CONTINUITY OF COURT OPERATIONS: The Sheriff shall continue to provide bailiff and security services to the State if a natural disaster or other disruption forces the Court to modify its operations or convene at an alternate site(s) within the County.

14. SECURITY INCIDENT REPORTING: The Sheriff shall report all breaches of security, criminal acts, or threats to the Court or court personnel to the Local Security Coordinator. Such incidents include, but are not limited to: threats, suspicious incidents, vandalism, theft/burglary/robbery, medical assists and assaults. The Sheriff further agrees to provide a written report of the incident to the Local Security Coordinator on the Sheriff's standard departmental report form or on a Court Security Incident form provided by the local Security Coordinator. This will be completed as soon as is reasonably possible after the incident.

15. SECURITY REVIEWS: The Sheriff will cooperate with the Court Security Director and Court Facilities Manager in conducting periodic court security reviews to determine compliance with physical and procedural security standards and will assist in correcting any deficiencies identified. To the extent possible, the Sheriff will implement the standards set forth in the Model Post Orders document (as applicable) dated March, 2014, and provided by the Courts.

16. TRAINING: The Sheriff agrees to send bailiffs and court security officers to the 16 hours of basic court security training provided free-of-charge by the Court, as soon as possible after their appointment.

17. ENTIRE CONTRACT: This Contract, including all Attachments and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

Revised (2/9/2023)

ATTACHMENT B: SCOPE OF WORK

Bailiff Services:

A. County shall assign such law enforcement or special function officers as bailiffs in each courtroom when court is in session in the Seventh District, District and Juvenile Courts in San Juan County.

B. County and AOC through their designees shall coordinate the staffing, scheduling and service levels at the various court locations with the goal of promoting efficiency and quality. The County is hiring authority for all officers assigned under this contract; however, the appointment or reassignment of a courtroom bailiff is subject to the concurrence of the judges with whom the bailiff will work/works.

Security Service:

Sheriff agrees to provide court security services and such other duties as may be required by law for the Seventh District, District and Juvenile Courts in San Juan County. The Sheriff agrees to provide sufficient security staff of qualified law enforcement officers to provide security according to the Court Security Plan. Court security services will be provided from Monday through Friday of each week, excepting legal holidays or other days the court is closed, as scheduled.

Court Security Plan:

In accordance with Rule 3-414, *Utah Code of Judicial Administration*, the court executive in consultation with the Sheriff, has developed a court security plan. The plan outlines the responsibilities of the Sheriff and a written copy of that plan has been provided to the Sheriff. The Court Security Plan is hereby incorporated by reference into this contract.

Revised (2/9/2023)

ATTACHMENT C: PAYMENT

Item 6.

1. The AOC agrees to pay to the County the annual amounts listed on page 1 of this amendment #8, not to exceed the total contract amount.
2. The County will invoice the AOC once every month, within 30 days after the end of the month; however, the last invoice for the fiscal year will be due no later than July 10.
3. The invoice will contain the total hours of Bailiff and Perimeter security hours provided.
4. Any invoice submitted in connection with this agreement shall be sent (USPS or electronically) to the Contact Information for Courts listed on page 1 or as below.

Courts: Seventh District & Juvenile Court

Attn: Travis Erickson

Addr: 149 East 100 South

City/Zip: Price 84501

Phone: 435 636-3400

E-mail: travise@utcourts.gov

Revised (2/9/2023)



Spencer J. Cox
Governor

**PROCLAMATION
2023-2S**

Calling a Special Session of the Utah Legislature

WHEREAS, on June 6, 2023, United States Rep. Chris Stewart submitted an irrevocable letter of resignation to the governor stating that Rep. Stewart’s final day representing the Second Congressional District of Utah is Sep. 15, 2023;

WHEREAS, Article I, Section 2 of the United States Constitution states that “[w]hen vacancies happen in the Representation from any State, the Executive Authority thereof shall issue Writs of Election to fill such Vacancies;”

WHEREAS, Utah Code § 20A-1-502.5 provides that once a United States representative submits an irrevocable letter of resignation, the governor shall issue a proclamation calling a special congressional election and setting a date for a primary special congressional election and a date for a general special congressional election;

WHEREAS, Utah Code § 20A-1-502.5 states that the governor may set a date for a primary special congressional election and a date for a general special congressional election that are different than the days specified in Utah Code § 20A-1-502.5(1)(a) if the governor calls a special session for the Legislature to appropriate money to hold the special elections;

WHEREAS, by proclamation of the governor, the primary special congressional election has been set for Tuesday, Sep. 5, 2023, and the general special congressional election has been set for Tuesday, Nov. 21, 2023;

WHEREAS, Article VII, Section 6 of the Constitution of the State of Utah provides that the Governor may, by proclamation, convene the Legislature into Special Session;

NOW, THEREFORE, I, Spencer J. Cox, governor of the State of Utah, by virtue of the authority vested in me by the Utah Constitution and the laws of the State of Utah, do by this Proclamation call the Sixty-fifth Legislature of the State of Utah into a Second Special Session at the Utah State Capitol, in Salt Lake City, Utah, on the 14th day of June 2023, at 4 p.m., for the following specific purposes:

1. to appropriate money to conduct the elections to be held on Tuesday, Sep. 5, 2023, and Tuesday, Nov. 21, 2023;
2. to change the date of the 2023 municipal primary election from Aug. 15, 2023, to Sep. 5, 2023;

3. to change the date of the 2023 municipal general election from Nov. 7, 2023, to Nov. 21, 2023;
4. to align canvassing deadlines for the Sep. 5, 2023, municipal primary election and the Nov. 21, 2023, municipal general election with the canvassing deadlines for the primary special congressional election and the general special congressional election;
5. to direct counties to conduct the 2023 municipal elections and the counties within the Second Congressional District of Utah to also conduct the special congressional elections;
6. to allow election officers to accept and count ballots for the municipal primary election and the primary special congressional election that are postmarked on or before Sep. 5, 2023;
7. to establish the deadline by which a voter may change the voter's political party affiliation for the Sep. 5, 2023, primary special congressional election; and
8. the Senate consenting to appointments made by the Governor.



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the state of Utah. Done this 7th day of June 2023.

Spencer J. Cox
Governor, State of Utah

Deidre M. Henderson
Lieutenant Governor, State of Utah

ATTEST:



PROPERTY TAX ASSISTANCE

YOU MAY BE ELIGIBLE FOR A PROPERTY TAX REDUCTION

IF YOU ARE:

A VETERAN with at least a 10% Service connected disability or the unmarried surviving spouse or minor orphans of a disabled (deceased) veteran.

LEGALLY BLIND or the unmarried surviving spouse.

66 YEARS OLD OR OLDER
A WIDOW OR WIDOWER (of any age) and your annual household income is under \$38,369.

INDIGENT, DISABLED or **UNDER EXTREME HARDSHIP**
And a total household annual income under \$38,369.

YOU WILL HAVE TO PROVIDE:

A Veteran Disability Form 20-5455
Death certificate if surviving spouse.

A doctors statement of visual acuity
or death certificate if surviving spouse

Death Certificate of the spouse
(for first time filers only)

Proof of disability and a letter of your circumstances showing Extreme Hardship

San Juan County is encouraging those who may be eligible for a property tax reduction to contact the San Juan County website at www.sanjuancounty.org, or call us at **(435) 587-3223** or stop by our office to pick up an TC-90CY application

Help spread the word as many citizens are unaware of this program!

Tax Relief forms must be filled out completely, signed, dated and returned to the Clerk's office

prior to: **September 1, 2023**

PROOF OF INCOME MAY BE REQUIRED

**INTERLOCAL COOPERATION AGREEMENT
FOR MUNICIPAL ELECTION SERVICES**

This agreement for Municipal Election Services is between San Juan County, a political subdivision of the state of Utah (the "County"), and the Town of Bluff, a municipal corporation of the state of Utah (the "Town"). County and Town may be referred to collectively as the "parties" herein or individually as a "party" herein.

WITNESSETH:

WHEREAS, pursuant to Sections 20A-1-201.5 and 20A-1-202, Utah Code Ann. (1953) as amended, Town is authorized and required to hold municipal elections in each odd-numbered year; and

WHEREAS, County has equipment and resources needed to carry out an election and is willing to make available the resources and equipment to assist the Town of Bluff in holding its municipal primary in August and general elections in November of 2023 upon the following terms and conditions; and

WHEREAS, the Parties pursuant to the Utah Interlocal Cooperation Act as set forth in Title 11, Chapter 13 (the "Act"), and Section 20A-5-400.1 of the Utah Code Ann. (1953) as amended, are authorized to enter into this agreement.

The parties therefore agree as follows:


1. The County's Obligations. If a municipal primary election and a municipal general election is needed in August 2023 and November 2023, respectively, the County shall provide the following:
 - 1.1. Test, program, and assemble the voting machines and poll supplies;
 - 1.2. Provide for delivery and retrieval of voting equipment;
 - 1.3. Polling location management, which includes, but is not necessarily limited to making arrangements for use, ADA compliance survey and contact information;
 - 1.4. Absentee and By-Mail ballot processing, which includes mailing, receiving, signature verification and tabulation;
 - 1.5. Provide electronic ballot files for Optical Scan Ballots printing;
 - 1.6. Canvass reports;
 - 1.7. Electronic tabulation results transmitted to the Office of the Lieutenant Governor;
 - 1.8. Provide personnel and technical assistance throughout the election process and equipment and/or supplies required specifically for voting;
 - 1.9. Recruit poll workers; provide training, scheduling, supplies and compensation;
 - 1.10. Provide preparation and personnel for the public demonstration of the tabulation equipment;
 - 1.11. If required, in cooperation with the Town, conduct an election audit; and
 - 1.12. Store all election returns for the required twenty-two (22) months.
 - 1.13. Publish legal notices, which include, polling locations, sample ballots public demonstration and election results.

2. The Town's Obligations. The Town shall:
- 2.1 Provide the County Clerk/Auditor's Office with a designated officer to act as the town election officer and assume all duties and responsibilities as outlined by law;
 - 2.2 Perform Noticing of Election on website and posting of Election Notice on flyer of town office doors. Perform Candidate Filing procedures, and request Financial Disclosure reports.
 - 2.3 Enter into a polling location Indemnification Agreement, if needed;
 - 2.4 Notify County of the Declaration of Candidacy filing;
 - 2.5 Provide County with ballot information, which includes, but is not necessarily limited to, races, candidates and ballot issues;
 - 2.6 Approve the election plan, which includes, but is not necessarily limited to, location of polling location, paper ballot quantities, voting machine and poll worker assignments, voter reports;
 - 2.7 Proof and approve the accuracy of the ballot formats;
 - 2.8 Arrange and conduct election canvass;
 - 2.9 Prepare candidate certificates;
 - 2.10 Perform all other election related duties and responsibilities not outlined in this Agreement but required by law; and
- 3 Compliance with Applicable Laws. Each party agrees to conduct the election according to the statutes, rules, Executive Orders, and Policies of the Lieutenant Governor as the Chief Elections Officer of the State.
- 4 Costs. Town agrees to pay County the costs for providing the election equipment, services and supplies in accordance with the election costs schedule, attached hereto, incorporated herein, and made a part hereof as Exhibit "A". Town will submit payment to County within thirty (30) days of Town receiving an invoice prepared by County relating to this agreement. If this agreement is terminated early by either party, pursuant to the provisions of Section 7 below, Town shall pay County for all services rendered by County under this agreement prior to the date that this agreement is terminated.
- 5 Effective Date. The Effective Date of this agreement shall be on the earliest date after this agreement satisfies the requirements of the Act (the "Effective Date").
- 6 Term of Agreement. The term of this agreement shall begin upon the Effective Date of this agreement and shall, subject to the termination and other provisions set forth herein, terminate on the date that the parties have satisfied each of their respective duties under this agreement.
- 7 Termination of Agreement. This agreement may be terminated prior to the completion of the Term by any of the following actions:
- 7.1 The mutual written agreement of the parties;
 - 7.2 By either party after any material breach of this agreement;
 - 7.3 By either party, with or without cause, 30 days after the terminating party mails a written notice to terminate this agreement to the other party; or
 - 7.4 As otherwise set forth in this agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

- 8 Damages. The parties acknowledge, understand, and agree that, for the duration of this agreement and unless otherwise agreed to in a separate and legally binding agreement between the parties, the parties are fully and solely responsible for their own actions, activities, and/or business sponsored or conducted.
- 9 Governmental Immunity. The parties recognize and acknowledge that each party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., Utah Code Annotated as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this agreement shall be deemed officers and employees of the party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such party under the provisions of the *Utah Governmental Immunity Act*.
- 10 No Separate Legal Entity. No separate legal entity is created by this agreement.
- 11 Approval. This agreement shall be submitted to the authorized attorney for each party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Ann.* (1953) as amended. A duly executed original and/or counterpart of this agreement shall be filed with the keeper of records of each party in accordance with Section 11-13-209, *Utah Code Ann.* (1953) as amended.
- 12 Benefits. The parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a party are not in any manner or degree employees of the other party and shall have no right to and shall not be provided with any benefits from the other party. County employees, while providing or performing services under or in connection with this agreement, shall be deemed employees of County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. Town employees, while providing or performing services under or in connection with this agreement, shall be deemed employees of Town for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.
- 13 Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this agreement shall be construed as a continuing waiver of any part or provision of this agreement, which shall preclude the parties from receiving the full, bargained for benefit under the terms and provisions of this agreement. A waiver or modification of any of the provisions of this agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the parties under this agreement cannot be waived or released verbally and may be waived or released only by an instrument in writing, signed by the party whose rights will be diminished or adversely affected by the waiver.
- 14 Assignment Restricted. The parties agree that neither this agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the parties.

- 15 Entire Agreement: Amendment. This agreement, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this agreement. Unless otherwise set forth in this agreement, this agreement supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this agreement. No amendment to this agreement will be effective unless it is in writing and signed by both parties.
- 16 Governing Law: Exclusive Jurisdiction. Utah law governs any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding ("Proceeding") brought by one party against the other party arising out of this agreement. If either party brings a Proceeding against the other party arising out of this agreement, 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.
- 17 Severability. The parties acknowledge that if a dispute arises out of this agreement or the subject matter of this agreement, the parties desire the arbiter to interpret this agreement as follows:
- 17.1 With respect to any provision that the arbiter 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
- 17.2 If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the agreement will remain in effect as written.
- 18 This agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same agreement.

WHEREFORE, the parties have signed this agreement on the dates set forth below.

<p>TOWN OF BLUFF</p> <p><u>Ann K. Leppanen</u></p> <p>Printed: _____ Name</p> <p><u>a</u></p> <p>Signature _____</p> <p>Dated: <u>6/6/2023</u></p> <p>ATTEST:</p> <p><u>Linda Sosa</u></p> <p>Printed Name <u>LINDA SOSA</u></p> <p>Date: <u>6-7-23</u></p>	<p>REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:</p> <p>_____</p> <p>Town Attorney</p> <p><u>waved</u></p> <p>Dated: _____</p> <p>_____</p> 
---	--

<p>SAN JUAN COUNTY</p> <p>_____</p> <p>Bruce Adams, Chairman Board of San Juan County Commissioners</p> <p>Dated: _____</p> <p>ATTEST:</p> <p>_____</p> <p>Lyman W. Duncan San Juan County Clerk/Auditor</p> <p>Date: _____</p>	<p>REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:</p> <p>_____</p> <p>San Juan County Attorney's Office</p> <p>Dated _____</p> <p>_____</p>
---	--

EXHIBIT A – SJC ELECTION EXPENSES

2023 Town of Bluff Primary Election

COST ESTIMATE – see Attachment B

The cost estimate is based on the estimated expenses for the:

- White Outer Envelope
- Blue Return Envelope
- Ballot Assembly
- Mailed Ballots
- Provisional Ballots
- Test Ballots
- Freight
- Postage
- Staffing

2023 Town of Bluff General Election

COST ESTIMATE – see Attachment C

The cost estimate is based on the estimated expenses for the:

- White Outer Envelope
- Blue Return Envelope
- Ballot Assembly
- Mailed Ballots
- Provisional Ballots
- Test Ballots
- Freight
- Postage
- Staffing

EXHIBIT A – SJC ELECTION EXPENSES

2023 Town of Bluff Primary Election

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2023 Town of Bluff General Election

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White Outer Envelope
Blue Return Envelope
Ballot Assembly
Mailed Ballots
Provisional Ballots
Test Ballots
Freight
Postage
Staffing



EXHIBIT B

INVOICE

Item 12.

117 South Main Street
Monticello, Utah 84535
(435) - 587-3223

DATE: May 31, 2023
INVOICE # 2023 Primary Bluff
FOR: 2023 Primary Election

Bill To:
Town of Bluff
190 North 3rd East
Bluff, UT 84512
Phone - 435-672-9990

DESCRIPTION	AMOUNT
White Outer Envelope - \$.25 X 250	\$ 62.50
Blue Return Envelope - \$.25 X 250	62.50
Mailed Ballots - \$0.65 X 250	162.50
Ballot Assembly - \$0.65 X 250	162.50
Provisional Ballots - \$0.65 X 150	97.50
Test Ballots - \$0.65 X 15	9.75
Base Charge -See duties per Interlocal Agreement	400.00
ESS & S Charge for Ballot preparation	300.00
Freight - \$0.65 X 250	162.50
Postage - \$0.50 X 250	125.00
TOTAL	\$ 1,544.75

Make all checks payable to **San Juan County**
If you have any questions concerning this invoice, contact Lyman W. Duncan
435-587-3223

THANK YOU FOR YOUR BUSINESS!

Item 12.



EXHIBIT C

INVOICE

Item 12.

**117 South Main Street
Monticello, Utah 84535
(435) - 587-3223**

DATE: May 31, 2023
INVOICE # 2023 General Bluff
FOR: 2023 General Election

Bill To:
Town of Bluff
190 North 3rd East
Bluff, UT 84512
Phone - 435-672-9990

DESCRIPTION	AMOUNT
White Outer Envelope - \$.25 X 250	\$ 62.50
Blue Return Envelope - \$.25 X 250	62.50
Mailed Ballots - \$0.65 X 250	162.50
Ballot Assembly - \$0.65 X 250	162.50
Provisional Ballots - \$0.65 X 150	97.50
Test Ballots - \$0.65 X 15	9.75
Base Charge -See duties per Interlocal Agreement	300.00
ESS & S Charge for Ballot preparation	200.00
Freight - \$0.65 X 250	162.50
Postage - \$0.50 X 250	125.00
ESTIMATE ONLY	
TOTAL	\$ 1,344.75

Make all checks payable to **San Juan County**
If you have any questions concerning this invoice, contact Lyman W. Duncan
435-587-3223



Lyman W. Duncan
lduncan@sanjuancounty.org

Retail Beer License Application

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

Name Keshia Joot Business Name Glamping Canyonlands
Address 16 West UT-211 City Monticello State UT
Type of License applied for Package Agency Driver's License 237004395

- Retail Beer – Off Premise Class A - \$250 Package Agency – Resort - \$250
- Retail Bar - On Premise Class C - \$250
- Restaurant Beer Class D - \$250

Hereby applies for a license renewal to vend light beer at retail for and behalf of APPLYING FOR NEW LICENSE

Whose {partners and officers} are:

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 Not yet State License #: 14229671-003-5TC
 Proximity requirements met: Y/N _____ Manager/Employee Training: Y/N Not yet
 Surety Bond (\$2,500): Y/N _____ Floor Plan (copy) Y/N Attached
 & Public Liability insurance: Y/N Attached Amounts carried: Unknown - Not much - We only have 14 guests @ at time right now.
 County Business license: Y/N # 2022 20

and all ordinances of San Juan County and request license to be issued for the following particular premises at Glamping Canyonlands, in Utah, for a term of less than 12 months, commencing the 1st day of January, 2022, and ending the 31 day of December 2022.

-Continued on back page-

State required \$1,000. This is what I have.



Lyman W. Duncan
lduncan@sanjuancounty.org

Item 13.

Retail Beer License Application

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 10 day of June, 2023.

Signature of Applicant *Keshu Jost*

Approved Y/N _____ by County commission Chair: _____

County Clerk _____



Liquor Liability

LIQUOR LIABILITY WARRANTY APPLICATION

Please complete all sections of this application and have signed by the applicant.

- NEW RENEWAL If a renewal, provide the expiring policy number: _____
 Expiring policy term: _____ Expiring premium: _____
 Expiring carrier: _____ Expiring limit: _____
- Name of Applicant (List only one name per location, including legal & DBA name. Applicant should be the one responsible for the sale/service of alcohol): Keshia Joot, Glamping Canyonlands
66 West UT-211 Monticello, UT 84535
- Mailing address: _____
 E-mail address: glampingcanyonlands@gmail.com
 Phone number: 727-385-5438 Web site address: glampingcanyonlands.com
 Inspection contact name: _____ Phone number: _____
 Audit contact name: _____ Phone number: _____
- Number of locations to be insured (complete 1 application per location): 1
66 West UT-211 Monticello, UT 84535
- Location address: _____
- The applicant is: Individual Partnership Corporation LLC
 Other (describe): _____
- Is the applicant a **non-profit Private, Fraternal or Social Club**? Yes* No
 *If yes, please answer the following:
 - Are same-day memberships available? Yes No
 - Are members permitted to bring more than 3 guests per day (excluding banquet activities and immediate family members)? Yes No
 - Is self service of alcohol permitted by members? Yes No
 - Are any single drinks sold for less than \$.50? Yes No
- How long has current owner been operating at this location? 2 years
- Limits desired: Each Common Cause Limit: _____ Aggregate Limit: _____
- Is applicant requesting Liquor Liability limits greater than General Liability limits carried? Yes* No
***As a condition of coverage General Liability limits must be maintained at limits equal to or greater than Liquor Liability limits.**
- Does applicant ever sell or serve alcohol away from the premises? Yes* No
***If off-premises coverage is desired, attach a completed Catering Plus Supplemental Liquor Liability Application, form CP APP, to this submission.**
- What is the **latest hour the establishment will ever stay open**? _____ AM PM 24 hours
 a. What time does the **sale or service of alcohol cease**? 11pm AM PM 24 hours
- Type of business (check all that apply):

<input type="checkbox"/> Bar/Tavern	<input type="checkbox"/> Private/Fraternal Club	<input type="checkbox"/> Exotic Dancing/Strip Club	<input type="checkbox"/> Off-Premises Caterer*
<input type="checkbox"/> Nightclub	<input type="checkbox"/> Country Club	<input type="checkbox"/> Casino	<input type="checkbox"/> Restaurant
<input type="checkbox"/> Bowling Alley	<input type="checkbox"/> Banquet Hall*	<input type="checkbox"/> Pool/Billiard Hall	

 Concessionaire* (describe venue): _____
 Convenience/Liquor Store/Retail Store (if operations are 100% retail with no on-premises consumption of alcohol, questions 21-24 are not applicable)
 Other (describe): Hospitality / Campground/glampsite
***If type of business is a banquet hall, concessionaire or off-premises caterer, attach a completed Catering Plus Supplemental Liquor Liability Application, form CP APP, to this submission.**

14. **Gross Annual Receipts:** If applicant has more than one operation or sells alcoholic beverages for on & off premises consumption at same location, provide breakdown of receipts by operation:

	Bar/Lounge NA	Restaurant NA	Banquet NA	Retail Sales NA	Other
FOOD	\$ NA	\$ NA	\$ NA	\$ NA	\$
ALCOHOL	\$ NA	\$ NA	\$ NA	\$ NA	\$
OTHER (describe)	\$	\$	\$	\$	\$

15. Does applicant have a valid **liquor license**? Yes No
16. Has the applicant or any principal with a controlling interest in the applicant filed for bankruptcy in the last 12 months? Yes No
17. Are **employees or other persons permitted to consume alcohol** during their hours of employment or service? Yes No
18. Are all alcohol-servers certified in a **Formal Alcohol Training Course** not mandated by the state? Yes* No

*If yes, provide name of the course: _____
To be considered for a credit on your quote, please attach copies of the certificates to this application.
Note: the course must be one approved by Company.

19. **Violations:** Does the applicant have knowledge of any **fines or citations** for violation of law or ordinance related to illegal activities or the sale of alcohol at this location within the past five years? Yes* No

*If yes, provide the following information on each fine or citation:
 Date(s): _____ Description(s): _____
 Measures in place to prevent future violations: _____

20. **Claims:** Has the applicant had any reported **liquor liability and/or assault and battery claims** or notification of potential liquor liability and/or assault and battery claims within the past five years? Yes* No

*If yes, provide the following information on each claim:
 Date(s): _____ Description(s): _____
 Total incurred losses (reserves and payments): _____ Status(open or closed): _____
 Measures in place to prevent future incidents: _____

21. Does applicant permit **"BYOB"** (bring your own bottle), bottle service or setups? Yes* No

*If yes, explain: _____

22. Does applicant feature any **entertainment**? Yes* No

*If yes: **Major Entertainment** (check all that apply):
 Adult Entertainment/Exotic Dancing Dance hall DJ with dancing
 Band (3 or more members, excluding jazz bands) Dueling piano bar Outdoor Concerts
 Other (describe): Not currently but we can and will in the future have small band and weddings. Up to 50-60 ppl
Number of: _____ times per week **or** _____ times per year
Incidental Entertainment (check all that apply):
 Comedy shows DJ without dancing Karaoke Jazz musicians Jukebox
 Mariachi band Solo vocalist
 Other (describe): _____
Number of: _____ times per week **or** _____ times per year

23. Are facilities available for **banquets, receptions or private affairs**? Yes No

a. Number of: _____ times per week **or** average 1-3 per year times per year

b. Are only the applicant and its authorized employees or members permitted to serve alcohol at all events where alcohol is present? Yes No*

*If no, are persons serving alcohol who are not applicant's authorized employees or members required to carry Liquor Liability insurance with limits greater than or equal to limits covered under applicant's liquor policy? Yes No

24. Is **banquet entertainment provided** by applicant or lessees? Yes No

a. Number of: _____ times per week **or** _____ times per year

25. Within the past 5 years, has applicant's liquor coverage been **cancelled or nonrenewed**? Yes* No

*If yes, explain: _____

26. Is an **additional insured** needed?

Yes* No

*For each additional insured desired, provide the following information:

Item 13.

- a. Name: _____
- b. Address: _____
- c. Insurable interest: _____

FINE DINING ESTABLISHMENTS ONLY:

- 27. a. Average entrée price: _____
- b. Average bottle of wine price: _____
- c. Number of bottles of wine on the wine list: _____

STATE SECTION – Please complete the applicable section below based on the state where operations are located.

DE, KS, MD, NE, SD and VA:

Please proceed to the Fraud Statement and Warranty Statement section below.

ALL OTHER STATES:

- 28. Does the establishment attract a **predominantly youthful or college crowd** ranging from 21-25 years of age? Yes No
- 29. Does or will applicant ever offer (include special events such as New Year's Eve parties, etc.):
 - a. Drink specials/happy hours? Yes No
 - b. Drink specials/happy hours after 9:00 PM? Yes No After 11:00 PM? Yes No
 - c. More than two complimentary drinks per patron per day? Yes No
 - d. "All you can drink" specials or other offers involving unlimited alcoholic beverages? Yes No
 - e. Beer for less than \$1.00? Yes No
 - f. Liquor or wine for less than \$1.50? Yes No
- 30. a. Are patrons **under the legal drinking age** permitted on the premises? Yes No
 - b. Are patrons **under the legal drinking age** permitted on the premises after 11:00 PM? Yes No
- 31. Are **bouncers, security or doorpersons** ever employed? Yes No
- 32. **Minnesota risks only:**
 - a. Does applicant have a special license to stay open past 1:00 AM? Yes No
 - b. If a Private, Fraternal, or Social Club, does liquor license restrict service to members only? Yes No
- 33. **Ohio, Pennsylvania and Texas risks only:**
 - a. Does the establishment have and utilize an **identification scanner** device to verify age of patron? Yes No

Applicant's Warranty Statement: The undersigned represents to the best of his/her knowledge and belief that particulars and statements set forth are true and agree that those particulars and statements are material to the acceptance of the risk assumed by the Company. The undersigned further declares that any claim, incident or event taking place prior to the effective date of the insurance applied for which may render inaccurate, untrue, or incomplete any statement made will immediately be reported in writing to the applied for which may render inaccurate, untrue, or incomplete any statement made will immediately be reported in writing to the Company and the Company may withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance. The signing of the Application does not bind the undersigned to purchase the insurance, nor does the review of the Application bind the Company to issue a policy. It is understood the Company is relying on the information supplied by the applicant prior to issuing a quote. It is agreed that this Application, including any material submitted therewith, shall be the basis of the contract should a policy be issued.

Virginia Notice: Statements in the application shall be deemed the insured's representations. A statement made in the application or in any affidavit made before or after a loss under the policy will not be deemed material or invalidate coverage unless it is clearly proven that such statement was material to the risk when assumed and was untrue.

Minnesota Notice: The clause "and/or authorization or agreement to bind the insurance" is replaced with "Authorization or agreement to bind the insurance may be withdrawn or modified based on changes to the information contained in this application prior to the effective date of the insurance applied for that may render inaccurate, untrue or incomplete any statement made with a minimum of 10 days notice given to the insured prior to the effective date of cancellation when the contract has been in effect for less than 90 days or is being canceled for nonpayment of premium."

Colorado Fraud Statement: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading fact information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

District of Columbia Fraud Statement: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Florida Fraud Statement: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Kentucky Fraud Statement: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Maine and Washington Fraud Statement: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

New Jersey Fraud Statement: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

New York Fraud Statement: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Ohio Fraud Statement: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma Fraud Statement: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Pennsylvania Fraud Statement: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Tennessee and Virginia Fraud Statement: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Fraud Statement (All Other States): Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Applicant's Signature: _____ Title: _____ Date: _____
Owner, Officer or Partner (Required) (Required)

Broker's Signature: _____

Some states require that we have the Name and Address of your (Insured's) Authorized Agent or Broker.

Name of Authorized Agent or Broker: _____

Address: _____

Mail complete application through local Agent or Broker to: _____

UTAH DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
PACKAGE AGENCY LIQUOR BOND

BOND# PA03019400093

KNOW ALL PERSONS BY THESE PRESENTS:

That **principal**, Keisha Joot, a liquor package agency, doing business as Glamping Canyon Lands, and **surety**, Philadelphia Indemnity Insurance Company, a corporation organized and existing under the laws of the state of Pennsylvania and authorized to do business in Utah, are held and bound unto the Department of Alcoholic Beverage Control in the sum of \$1,000, for which payment will be made, we hereby bind ourselves and our representatives, assigns, and successors firmly by these presents.

Dated this 29th day of March, 2023.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the above principal has made application to the Utah Alcoholic Beverage Control Commission for a liquor package agency pursuant to the provisions of 32B-2, Utah Code.

NOW, THEREFORE, if said principal, its officers, agents and employees shall faithfully comply with the provisions of Title 32B, Utah Code, and the rules and directives of the Department of Alcoholic Beverage Control, then this bond shall be void; but, if said principal, its officers, agents and employees fail to comply with the provisions of the laws, rules, and directives or orders as the department or commission may issue, then this bond shall be in full force and effect and payable to the Department of Alcoholic Beverage Control. This bond shall run for a continuing term effective 03/29/2023 unless canceled by service of written notice upon the Department of Alcoholic Beverage Control, which cancellation shall be effective 30 days after receipt of such notice; provided however, that no part of this bond shall be withdrawn or canceled while violations, legal actions or proceedings are pending against said agency/principal.

Philadelphia Indemnity Insurance Company
Surety

Keisha Joot DBA Glamping Canyon Lands
Principal

Michael E Cundiff
Attorney in fact

Authorized signature

Michael E. Cundiff, Attorney-in-Fact
Name/Title



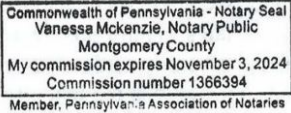
ACKNOWLEDGEMENT OF SURETY

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of PA

County of Montgomery

On this 29 day of March, 2023 before me personally came Michael E. Cundiff to me known, who being by me duly sworn, deposes and says that he is the Attorney in Fact of Philadelphia Indemnity Insurance Company, the corporation described in and which executed the foregoing Agreement; that he knows the seal of the said corporation; that the seal affixed to the said Agreement is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.



Vanessa McKenzie

(Signature of Notary Public)

My Commission expires November 3, 2024

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

PA03019400093

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Michael E. Cundiff its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$1,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

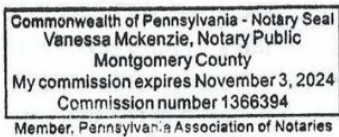
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



(Seal)

John W. Glomb Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

Vanessa mckenzie

residing at:

Bala Cynwyd, PA

My commission expires: November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John W. Glomb Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 29 day of March, 2023.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

PHLY-1 Application for Commercial Surety Bond—Any Kind

A	Bond Type (Check One):	License & Permit <input checked="" type="checkbox"/> Complete A, B, C D & D1	Probate <input type="checkbox"/> Complete A, B, C D & D2	Court <input type="checkbox"/> Complete A, B, C D & D3	Public Official <input type="checkbox"/> Complete A, B, C D & D4	Lost Title/Securities <input type="checkbox"/> Complete A, B, C D & D5
	Bond Amount \$ 1,000		Effective Date 03/29/2023		Bond Description 943 - Package Agency Liquor License	
	Obligee Name (As it must appear on bond) Utah Department of Alcoholic Beverage Control		Obligee Address P.O. Box 30408 City Salt Lake City		State UT	Zip 84130-0408

B	Applicant Type (Check one)	Individual <input checked="" type="checkbox"/>	Partnership <input type="checkbox"/>	(C) Corp <input type="checkbox"/>	(S) Corp <input type="checkbox"/>	LLC <input type="checkbox"/>	LLP <input type="checkbox"/>	Non-Profit <input type="checkbox"/>	
	Number of Owners	1		Date Started in Business	FEIN	License #			
	Applicant Name: (As it must appear on bond)		Keisha Joot DBA Glamping Canyon Lands						
	Business Address		66 W. UT 211		City	Monticello	State	UT	Zip 84535
	Business Phone		(727) 385-5438		Business Website or Email		glampingcanyonlands@gmail.com		
	Does the applicant or any owner have any other surety bonds in force?					<input type="checkbox"/> Yes	<input type="checkbox"/> No	If any questions at left are answered YES, provide an explanation on the reverse side of the application, and submit documentation of resolution if applicable.	
	Has the applicant or any owner had a bond involuntarily terminated or cancelled?					<input type="checkbox"/> Yes	<input type="checkbox"/> No		
Has there ever been a claim or legal action against any bond written on your behalf?					<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No			
Has the applicant or any owner been subject to a lawsuit, bankruptcy, or tax liens?					<input type="checkbox"/> Yes	<input type="checkbox"/> No			
Has the applicant ever been convicted of a felony?					<input type="checkbox"/> Yes	<input type="checkbox"/> No			

C	Owner/Indemnitor				Owner/Indemnitor					
	Name		Keisha A Joot		SSN		Name		Erik Joot	
	Occupation		Owner		How Long? 2		Occupation		Owner	
	Spouse		Erik Joot		SSN		Spouse		Keisha A Joot	
	Occupation		Owner		How Long? 2		Occupation		Owner	
	Address 66 W. UT 211				Address 66 W. 211					
	City		Monticello		State		UT		Zip 84535	
	Phone		Fax		Phone		Fax		Personal Email	

D	Agency Name Leavitt Recreation & Hospitality, Inc. 30194	See the reverse side of the application for additional requirements and completion instructions by bond type.
	Agency ID # AG22091649940	

GENERAL INDEMNITY AGREEMENT

Principal/Indemnitor requests that Philadelphia Indemnity Insurance Company, hereinafter known as PIIC, executes a bond and consider executing future bonds for the above named company and/or individual (Principal). Principal/Indemnitor authorizes PIIC or its agents to investigate Principal/Indemnitor's credit and Principal's credit, now and at any time in the future, with any creditor, supplier, customer, financial institution, or other person or entity. Principal/Indemnitor makes the following promises so that PIIC will execute a Bond and consider executing future bonds.

- Principal/Indemnitor agrees that the following definitions apply: (a) Bond means (i) any surety bond, undertaking, or other express or implied obligation of guaranty or suretyship, signed or committed to by PIIC at the request of Principal, or any of the indemnitors (regardless of what business entity is named on the Bond), on, before, or after the date of the agreement pursuant to which PIIC is or may be made liable for Loss, whether or not Principal is also liable, and (ii) all riders, endorsements, continuations, renewals, substitutions, modifications, extensions, replacements and reinstatements thereto; and changes in the penal sum thereto; and (b) Loss means any payment or expense either incurred or anticipated by PIIC in connection with any Bond or this agreement, including payment of bond proceeds or any other expense in connection with claims, potential claims, or demands; claim fees, penalties; interest; court costs; collection agency fees; costs related to taking, protecting, administering, realizing upon, or releasing collateral; and attorney's fees (including, but no limited to, those incurred in defense of bond claims or pursuing any rights of indemnification or subrogation and in obtaining and enforcing any judgment arising from those rights).
- Principal/Indemnitor, individually, and jointly and severally with Principal and all other indemnitors, agrees to hold PIIC harmless from all Loss and to pay back or reimburse PIIC for all Loss.
- Principal/Indemnitor agrees to pay PIIC each annual premium due according to the rates in effect when each payment is due. Principal/Indemnitor agrees that premium for a Bond is fully earned upon execution of a Bond and is not refundable.
- Principal/Indemnitor agrees that a facsimile copy of this agreement shall be considered an original and shall be admissible in a court of law to the same extent as the original agreement.
- Principal/Indemnitor agrees that PIIC may obtain a release from its obligations as surety on a Bond whenever any such release is authorized by law.
- Principal/Indemnitor agrees that PIIC have the exclusive right to decide whether to pay, compromise, or appeal any claim against a Bond.
- Principal/Indemnitor agrees that Principal/Indemnitor cannot terminate Principal/Indemnitor's liability to PIIC created by this agreement except by sending written notice of intent to terminate Principal/Indemnitor's liability to PIIC created by this agreement except by sending written notice of intent to terminate Principal/Indemnitor's liability to PIIC created by this agreement except by sending written notice of intent to terminate shall be sent to PIIC at its home office, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004. Principal/Indemnitor agrees that the termination will be effective thirty (30) working days after actual receipt of such notice by PIIC, but only for Bonds signed or committed to by PIIC after the effective date. Thus, Principal/Indemnitor agrees that Principal/Indemnitor will remain liable to PIIC for Loss on Bonds signed or committed to by PIIC prior to the effective date of termination.
- Principal/Indemnitor agrees that PIIC can bring any legal action arising out of or in any way related to any Bond or this agreement in Montgomery County, Pennsylvania and the Pennsylvania law shall apply where PIIC makes such election.
- Principal/Indemnitor agrees that with Principal/Indemnitor's signature below, Principal/Indemnitor is representing Principal/Indemnitor as both Principal and Indemnitor as used above.

Signed this 29 day of March 2023

Company Name Keisha Joot DBA Glamping Canyon Lands **Company Indemnity** _____
(If applicable) (Printed Name) (Signature and title of authorized Partner, Member, or Officer ex: John Doe, President)

Indemnitor #1: Keisha A Joot _____, **Individual Indemnitor**
(Printed Name) (Signed Name)

Indemnitor #2: Erik Joot _____, **Individual Indemnitor**
(Printed Name) (Signed Name)

Indemnitor #3: Erik Joot _____, **Individual Indemnitor**
(Printed Name) (Signed Name)

Indemnitor #4: Keisha A Joot _____, **Individual Indemnitor**
(Printed Name) (Signed Name)

D1 L & P	License and Permit Bonds under \$50,000	License and Permit Bonds over \$50,000	Item 13.
	1) Applicant's Net Worth \$ 2) Sign the General Indemnity Agreement on the front of the application and submit	1) Complete the business and personal financial statements on supplemental page 2) Sign the General Indemnity Agreement on the front of the application and submit	

D2 Probate Attach available court documents	Applicant's Net Worth \$	Explanation of applicant's prior fiduciary experience or professional qualifications			Will the applicant seek professional legal, accounting, or investment assistance related to this matter? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	Type of Bond (Check One)	Administrator / Administratrix <input type="checkbox"/>	Executor / Executrix <input type="checkbox"/>	Guardian/Conservator <input type="checkbox"/>	Guardian of Minor <input type="checkbox"/>	Trustee <input type="checkbox"/>	
	Attorney Name	Attorney Address		Attorney Phone	Will attorney remain involved for the duration of the probate process? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	Has the applicant had prior access to assets of the estate/guardianship? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please detail access and activity below		Assets of the estate or guardianship (describe) Cash \$ Securities \$ Real Estate \$ Other \$				
	Name, age and health status of <input type="checkbox"/> Ward or <input type="checkbox"/> incompetent	Applicant's relationship to <input type="checkbox"/> Ward or <input type="checkbox"/> Deceased	Will guardianship funds be used for support of the ward? If yes, what is the approximate monthly expenditure? \$		Will joint control or restricted accounts be utilized to safeguard assets? <input type="checkbox"/> Yes <input type="checkbox"/> No Does the court require an annual accounting <input type="checkbox"/> Yes <input type="checkbox"/> No Is the anticipated bond term 3 years or more? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	Heirs of the estate (Attach List)	Are there any disputes amongst the heirs? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, attach explanation	Has anyone objected to the applicant's appointment? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, attach explanation		Is this bond required on demand of an interested party other than the court? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, attach explanation		
	Will any going business related to the estate be continued by the fiduciary? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, attach court order		Name and address of the court of jurisdiction				

D3 Court Attach court order, related documents, and financial statements	Applicant's Net Worth \$	Explanation of applicant's prior related experience or professional qualifications			Will the applicant seek professional legal, accounting, or investment assistance related to this matter? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	Type of Bond (Check One)	Trustee in Bankruptcy <input type="checkbox"/>	Receiver / Referee <input type="checkbox"/>	Appeal <input type="checkbox"/>	Injunction <input type="checkbox"/>	Other <input type="checkbox"/>	
	Plaintiff	Defendant	Name and address of Principal's attorney				
	Does this matter involve a domestic dispute? <input type="checkbox"/> Yes <input type="checkbox"/> No		Name and address of the court of jurisdiction				
	For Trustee and Receiver bonds, provide the name of the applicant's E&O carrier and coverage limit _____ \$ _____			For Appeal, Injunction, or other requests please explain why the bond is required			

D4 Public Official	Applicant's Net Worth \$	Elected or Appointed?	Term of Office	For Treasurer or Tax Collector requests in excess of \$500,000, please provide a copy of the municipality's most recent audit including the auditor's notes and recommendations.
		Date:		For Pennsylvania Tax Collector requests, please provide the current tax duplicate

D5 Lost Securities	Serial Number / Description of Lost Item (Attach copy, if any)	Date of Instrument	Payable to applicant only? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, who is it payable to?	Are the securities endorsed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	Manner of loss (describe)	Has loss notice been given? <input type="checkbox"/> Yes <input type="checkbox"/> No To Whom?	When?	If registered, in whose name?	
	If a check, has payment been stopped? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, when?		If a deed of trust or note, has it been involved in a lawsuit? <input type="checkbox"/> Yes <input type="checkbox"/> No Was a judgment obtained? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Lost Title	Vehicle Make	Vehicle Model	Vehicle Year	VIN	Is there a lienholder? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Who?

Additional Comments, Explanations, and/or Agent Recommendation					

The Undersigned states that he/she is an authorized representative of the Applicant and declares to the best of his/her knowledge and belief and after reasonable inquiry, that the statements set forth in this Application (and any attachments submitted with this Application) are true and complete and may be relied upon by Company * in quoting and issuing the policy. If any of the information in this Application changes prior to the effective date of the policy, the Applicant will notify the Company of such changes and the Company may modify or withdraw the quote or binder.

The signing of this Application does not bind the Company to offer, or the Applicant to purchase the policy.

*Company refers collectively to Philadelphia Indemnity Insurance Company and Tokio Marine Specialty Insurance Company.

FRAUD NOTICE STATEMENTS

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THAT PERSON TO CRIMINAL AND CIVIL PENALTIES (IN OREGON, THE AFOREMENTIONED ACTIONS MAY CONSTITUTE A FRAUDULENT INSURANCE ACT WHICH MAY BE A CRIME AND MAY SUBJECT THE PERSON TO PENALTIES). (IN NEW YORK, THE CIVIL PENALTY IS NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION). (NOT APPLICABLE IN AL, AR, AZ, CO, DC, FL, KS, LA, ME, MD, MN, NM, OK, PA, RI, TN, VA, VT, WA AND WV).

APPLICABLE IN AL, AR, AZ, DC, LA, MD, NM, RI AND WV: ANY PERSON WHO KNOWINGLY (OR WILLFULLY IN MD) PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY (OR WILLFULLY IN MD) PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES OR CONFINEMENT IN PRISON.

APPLICABLE IN COLORADO: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

APPLICABLE IN FLORIDA AND OKLAHOMA: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY (IN FL, A PERSON IS GUILTY OF A FELONY OF THE THIRD DEGREE).

APPLICABLE IN KANSAS: AN ACT COMMITTED BY ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD, PRESENTS, CAUSES TO BE PRESENTED OR PREPARES WITH KNOWLEDGE OR BELIEF THAT IT WILL BE PRESENTED TO OR BY AN INSURER, PURPORTED INSURER, BROKER OR ANY AGENT THEREOF, ANY WRITTEN, ELECTRONIC, ELECTRONIC IMPULSE, FACSIMILE, MAGNETIC, ORAL, OR TELEPHONIC COMMUNICATION OR STATEMENT AS PART OF, OR IN SUPPORT OF, AN APPLICATION FOR THE ISSUANCE OF, OR THE RATING OF AN INSURANCE POLICY FOR PERSONAL OR COMMERCIAL INSURANCE, OR A CLAIM FOR PAYMENT OR OTHER BENEFIT PURSUANT TO AN INSURANCE POLICY FOR COMMERCIAL OR PERSONAL INSURANCE WHICH SUCH PERSON KNOWS TO CONTAIN MATERIALLY FALSE INFORMATION CONCERNING ANY FACT MATERIAL THERETO; OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO.

APPLICABLE IN KENTUCKY: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSONS FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

APPLICABLE IN MAINE, TENNESSEE, VIRGINIA AND WASHINGTON: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

APPLICABLE IN PENNSYLVANIA: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

APPLICABLE IN NEW YORK: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SHALL BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATE VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

Indemnitor Name (Please Print/Type)

Signature

Date

The above signed warrants that he/she is authorized and has the power to complete and execute this Application.

DABC PACKAGE AGENCY PERMIT

Local Consent

PURPOSE: Local business licensing authority provides written consent to the Alcoholic Beverage Control Commission to issue a PACKAGE AGENCY PERMIT for the purpose of storage and sale of liquor, wine and heavy beer in unopened containers for off-premise consumption.

AUTHORITY: Utah Code 32B-2-601 Commission's power to issue package agency

_____ City Town County
Local business license authority

Hereby grants its consent to the issuance of a Package Agency:

- Type 1 – located in a hotel, ski lodge, summer recreational area, or other resort environment to serve the general public and guests.
- Type 2 - In conjunction with another business where the primary source of income to the operator is not from the sale of liquor (e.g. small grocery stores in rural communities).
- Type 3 – Not in conjunction with another business, but is for the sole purpose of selling liquor.
- Type 4 – Located in a facility for the purpose of selling and delivering liquor to tenants or occupants of specific rooms which have been leased, rented or licensed within the same facility and is not open to the general public (e.g. hotel room service or private suites at sports arenas).
- Type 5 - Located within a winery, brewery, or distillery licensed by the commission.

Business Name (DBA): Glamping Canyonlands

Entity Name (or owner's name if sole proprietor): Erik Joot

Location Address:

Monticello	66 West UT-211	Utah	84535
City	Street	State	ZIP

Authorized Signature

Name/Title

Date

This is a suggested format. A locally produced city, town, or county form is also acceptable.
The local consent must be submitted to the DABC by the applicant as part of a complete application.

Wood building next to the green one is the office. This is where the alcohol would be stored and sold from.



Office where alcohol would be stored and sold from.



Office



Fenced in area is our private area.
Public is not allowed behind the 3 gates.



Guest tents

Office

Guest parking.



COMMISSION STAFF REPORT

MEETING DATE: June 20, 2023

SUBMITTED BY: Tammy Gallegos, Aging Director

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

RECOMMENDATION: Approval

SUMMARY

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

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

State Funding

CAREGIVER RESPITE CARE CONTRACT

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

- II. CONTRACT PERIOD: July 1, 2023 thru June 31, 2024. This contract may be canceled by either party upon 30 days written notice.
- III. METHOD OF CONTRACTOR PAYMENT: The CONTRACTOR shall be reimbursed by the COUNTY, rates specified in Attachment A, for services provided in accordance with the terms and conditions of the contract. The CONTRACTOR shall submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered. All billing for the previous year needs to be turned in by January 20th of the new year for payment; any invoices turned in from the past year after this time will not be processed for payment.
- IV. PURPOSE OF CONTRACT: To provide eligible residents of San Juan County intermittent and/or time limited relief to Caregivers of adults who are suffering chronic long term illnesses or conditions where the level of such caregiving responsibilities creates extreme stress and other sources of informal relief are not sufficient.
- V. ATTACHMENTS
- A. Cost of Service
 - B. CONTRACTOR'S responsibilities
 - C. COUNTY'S responsibilities
 - D. Budget
- VI. POLICY(s):
Any changes made to the policies concerning this contract will take effect no later than 90 days after adoption of the policy, or sooner upon agreement by both parties.

SIGNATURES:

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

CONTRACTOR:  _____
Administrator, Zions Way

Date 6/12/2023

COUNTY: _____
Chairman, San Juan County Commission

Date _____

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

Date _____

ATTACHMENT A

COST OF SERVICE

	<u>Unit</u>	<u>Fee</u>
Respite service	1 hour	\$40.00
Travel		
Mileage	1 mile	\$0.54
Staff	1/4 hour	\$10.00

ATTACHMENT B

CONTRACTOR RESPONSIBILITIES

The CONTRACTOR agrees to:

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

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

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

ATTACHMENT C

COUNTY RESPONSIBILITIES

The COUNTY agrees to:

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

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



COMMISSION STAFF REPORT

MEETING DATE: June 20, 2023

SUBMITTED BY: Tammy Gallegos, Aging Director

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

RECOMMENDATION: Approval

SUMMARY

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

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

State Funding

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

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

- II. **CONTRACT PERIOD:** July 1, 2023 thru June 30, 2024. This contract may be canceled by either party upon 30 days written notice.
- III. **METHOD OF CONTRACTOR PAYMENT:** The CONTRACTOR shall be reimbursed by the COUNTY, rates specified in Attachment A, for services provided in accordance with the terms and conditions of the contract. The CONTRACTOR shall submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered. All billing for the previous year needs to be turned in by January 20th of the new year for payment; any invoices turned in from the past year after this time will not be processed for payment.
- IV. **PURPOSE OF CONTRACT:** To provide to eligible residents of San Juan County who are at high risk of nursing home admission, skilled nursing, home health aide, personal care aide and homemaker services.
- V. **ATTACHMENTS:**
- A. Prices
 - B. CONTRACTOR'S Responsibilities
 - C. COUNTY'S Responsibilities
 - D. Budget Attachment
- VI. **POLICY(s):**
Any changes made to the policies concerning this contract will take effect no later than 90 days after adoption of the policy, or sooner upon agreement by both parties.

SIGNATURES:

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

CONTRACTOR:  _____
Administrator, Zions Way

Date 6/12/2023

COUNTY: _____
Chairman, San Juan County Commission

Date _____

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

Date _____

ATTACHMENT A

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

ATTACHMENT B**CONTRACTOR****RESPONSIBILITIES The**

CONTRACTOR agrees to:

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

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

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

ATTACHMENT C

COUNTY

RESPONSIBILITIES The

COUNTY agrees to:

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



COMMISSION STAFF REPORT

MEETING DATE: June 20, 2023

SUBMITTED BY: Tammy Gallegos, Aging Director

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

RECOMMENDATION: Approval

SUMMARY

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

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

State Funding

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

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

- II. **CONTRACT PERIOD:** July 1, 2023 thru June 30, 2024 This contract may be canceled by either party upon 30 days written notice.
- III. **METHOD OF CONTRACTOR PAYMENT:** The CONTRACTOR shall be reimbursed by the COUNTY, rates specified in Attachment A, for services provided in accordance with the terms and conditions of the contract. The CONTRACTOR shall submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered. All billing for the previous year needs to be turned in by January 20th of the new year for payment; any invoices turned in from the past year after this time will not be processed for payment.
- IV. **PURPOSE OF CONTRACT:** To provide to eligible residents of San Juan County who are at high risk of nursing home admission, skilled nursing, home health aide, personal care aide and homemaker services.
- V. **ATTACHMENTS:**
- A. Prices
 - B. CONTRACTOR'S Responsibilities
 - C. COUNTY'S Responsibilities
 - D. Budget Attachment
- VI. **POLICY(s):**
Any changes made to the policies concerning this contract will take effect no later than 90 days after adoption of the policy, or sooner upon agreement by both parties.

SIGNATURES:

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

CONTRACTOR: Jana Bailey
Administrator, Comfort At Home Care

Date 6/1/23

COUNTY: _____
Chairman, San Juan County Commission

Date _____

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

Date _____

ATTACHMENT A
COST OF SERVICE

Skilled Nursing Service

Home Health/Personal Care Aide

Homemaker

Travel

Unit Fee

1 visit \$ N/A

1 hour \$ 24.50

1 hour \$ 24.50

Per mile - \$ 1.00

1/4 hour \$ 6.13

ATTACHMENT B**CONTRACTOR****RESPONSIBILITIES** The

CONTRACTOR agrees to:

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

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

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

ATTACHMENT C

COUNTY

RESPONSIBILITIES The

COUNTY agrees to:

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



COMMISSION STAFF REPORT

MEETING DATE: June 20, 2023

SUBMITTED BY: Tammy Gallegos, Aging Director

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

RECOMMENDATION: Approval

SUMMARY

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

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

State Funding

CAREGIVER RESPITE CARE CONTRACT

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

- II. **CONTRACT PERIOD:** July 1, 2023 thru June 31, 2024. This contract may be canceled by either party upon 30 days written notice.
- III. **METHOD OF CONTRACTOR PAYMENT:** The CONTRACTOR shall be reimbursed by the COUNTY, rates specified in Attachment A, for services provided in accordance with the terms and conditions of the contract. The CONTRACTOR shall submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered. All billing for the previous year needs to be turned in by January 20th of the new year for payment; any invoices turned in from the past year after this time will not be processed for payment.
- IV. **PURPOSE OF CONTRACT:** To provide eligible residents of San Juan County intermittent and/or time limited relief to Caregivers of adults who are suffering chronic long term illnesses or conditions where the level of such caregiving responsibilities creates extreme stress and other sources of informal relief are not sufficient.
- V. **ATTACHMENTS**
- A. Cost of Service
 - B. CONTRACTOR'S responsibilities
 - C. COUNTY'S responsibilities
 - D. Budget
- VI. **POLICY(s):**
Any changes made to the policies concerning this contract will take effect no later than 90 days after adoption of the policy, or sooner upon agreement by both parties.

SIGNATURES:

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

CONTRACTOR: Jana Paalig
Administrator, Comfort at Home Care

Date 6/1/23

COUNTY: Chairman, San Juan County Commission

Date _____

COUNTY: Tammy Gallegos, Director, Area Agency on Aging

Date _____

ATTACHMENT A
COST OF SERVICE

Respite service

Travel

Mileage
Staff

Unit Fee

1 hour \$ 22.58

1 mile - \$ 1.00
1/4 hour - \$ 5.65

ATTACHMENT B

CONTRACTOR RESPONSIBILITIES

The CONTRACTOR agrees to:

- Comply with the Caregiver Respite Care Policy (UCA R510-401), with greatest concern for rural elderly, those with greatest economic and social need, particularly low-income minority, and those with severe disabilities with the objective of informing such persons of the availability of services.
- II. Provide caregiver respite service along with information and assistance.
 - III. Recruit, hire, train and supervise qualified staff to provide caregiver respite services.
 - IV. Title to all work, records of work, and documents become property of the COUNTY upon termination of the contract.
 - V. Keep financial records and records of client progress in strictest confidence and provide access only to county, state or federal officials regarding these records. In addition, financial records indicating the collection of fees shall be maintained as required by county, state and/or federal regulations. Records will be released according to CONTRACTOR's policies and procedures.
 - VI. Keep on file, fiscal and other records necessary for reporting and accountability required by the COUNTY and shall retain such records for at least four (4) years after last payment has been made on this contract, or until all audits initiated prior to three (3) years after contract termination have been completed.
 - VII. Hold harmless, defend, and indemnify the COUNTY for all claims made against the COUNTY as a result of the acts or omissions of any employee or person retained by the CONTRACTOR, or, arising out of work performed by the CONTRACTOR under authority of this agreement.
 - VIII. Allow for site visits by county, state, or federal officials for the purpose of monitoring services and/or resolving consumer complaints of this agreement.
 - IX. Meet all applicable licensing or other standards required by Federal or State laws or regulations and ordinances of the City and County in which the services and/or care is provided and continue to comply with such licensing for duration of the contract period.

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

ATTACHMENT C**COUNTY RESPONSIBILITIES**

The COUNTY agrees to:

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

**San Juan County
Independent Contractor Agreement**

ARTICLE 1: PARTIES AND TERM OF CONTRACT

1.01. 1.01. This Agreement is entered into by and between the San Juan County (hereinafter "County") and EDUARDO TAPACHA (hereinafter "Contractor"). This agreement will become effective on JULY 1, 2023 and will continue in effect until JUNE 30, 2024.

ARTICLE 2: SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

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

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

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

ARTICLE 3: COMPENSATION

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

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

ARTICLE 4: BUSINESS EXPENSES

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

ARTICLE 5: GENERAL PROVISIONS

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

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

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

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

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

This Agreement is executed in the City of Monticello, County of San Juan State of Utah on this Date _____.

County Commissioner
San Juan County


Contractor



COMMISSION STAFF REPORT

MEETING DATE: June 20, 2023

SUBMITTED BY: Tammy Gallegos, Aging Director

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

RECOMMENDATION: Approval

SUMMARY

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

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

State Funding



COMMISSION STAFF REPORT

MEETING DATE: June 20, 2023

SUBMITTED BY: Tammy Gallegos, Aging Director

TITLE: Consideration and Approval of a Contract with Rocky Mountain Personal Care to Purchase Alternatives In Home Care Services

RECOMMENDATION: Approval

SUMMARY

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

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

State Funding

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

- CONTRACT PRINCIPLES: San Juan County, San Juan County Courthouse, P.O. Box 9, Monticello, Utah 84535, hereinafter referred to as COUNTY, and BCBU Inc, dba Rocky Mountain Personal Care, 576 W 900 S, Suite 101, Woods Cross, UT 84010, hereinafter referred to as CONTRACTOR.
- II. **CONTRACT PERIOD:** July 1, 2023 thru June 30, 2024. This contract may be canceled by either party upon 30 days written notice.
- III. **METHOD OF CONTRACTOR PAYMENT:** The CONTRACTOR shall be reimbursed by the COUNTY, rates specified in Attachment A, for services provided in accordance with the terms and conditions of the contract. The CONTRACTOR shall submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered.
- IV. **PURPOSE OF CONTRACT:** To provide to eligible residents of San Juan County who are at high risk of nursing home admission, skilled nursing, home health aide, personal care aide and homemaker services.
- V. **ATTACHMENTS:**
- A. Prices
 - B. CONTRACTOR'S Responsibilities
 - C. COUNTY'S Responsibilities
 - D. Budget Attachment
- VI. **POLICY(s):**
Any changes made to the policies concerning this contract will take effect no later than 90 days after adoption of the policy, or sooner upon agreement by both parties.

SIGNATURES:

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

CONTRACTOR: ^{DocuSigned by:} Cameron Jones
7E25EBD73CE2407

 Cameron Jones, Administrator, BCBU Inc. dba Rocky Mountain
 Personal Care

Date 6/13/2023

COUNTY: _____
Chairman, San Juan County Commission

Date _____

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

Date _____

ATTACHMENT A

<u>COST OF SERVICE</u>	<u>Unit</u>	<u>Fee</u>
Skilled Nursing Service	1 visit	\$ 64.89
Home Health/Personal Care Aide	1 hour	\$ 59.75
Homemaker	1 hour	\$ 59.75
Travel	Per mile 1/4 hour	\$ 1: .40

ATTACHMENT B**CONTRACTOR****RESPONSIBILITIES** The**CONTRACTOR** agrees to:

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

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

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

ATTACHMENT C

COUNTY

RESPONSIBILITIES The

COUNTY agrees to:

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

Item 19.



COMMISSION STAFF REPORT

MEETING DATE: June 20, 2023

SUBMITTED BY: Tammy Gallegos, Aging Director

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

RECOMMENDATION: Approval

SUMMARY

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

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

State Funding

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

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

- II. CONTRACT PERIOD: July 1, 2023 thru June 30, 2024. This contract may be canceled by either party upon 30 days written notice.
- III. METHOD OF CONTRACTOR PAYMENT: The CONTRACTOR shall be reimbursed by the COUNTY, rates specified in Attachment A, for services provided in accordance with the terms and conditions of the contract. The CONTRACTOR shall submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered.
- IV. PURPOSE OF CONTRACT: To provide to eligible residents of San Juan County who are at high risk of nursing home admission, skilled nursing, home health aide, personal care aide and homemaker services.
- V. ATTACHMENTS:
- A. Prices
 - B. CONTRACTOR'S Responsibilities
 - C. COUNTY'S Responsibilities
 - D. Budget Attachment
- VI. POLICY(s): Any changes made to the policies concerning this contract will take effect no later than 90 days after adoption of the policy, or sooner upon agreement by both parties.

SIGNATURES:

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

CONTRACTOR: DocuSigned by:
Sheena Christensen
6B0B44A031C64DA...

Sheena Christensen Administrator, Rocky Mountain Home Care

Date 6/12/2023

COUNTY: _____
Chairman, San Juan County Commission

Date _____

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

Date _____

ATTACHMENT A

COST OF SERVICE	<u>Unit</u>	<u>Fee</u>
Skilled Nursing Service	1 visit	\$ 64.89
Home Health/Personal Care Aide	1 hour	\$ 59.75
Homemaker	1 hour	\$ 59.75
Travel	Per mile 1/4 hour	\$ 1: .40

ATTACHMENT B

CONTRACTOR

RESPONSIBILITIES The

CONTRACTOR agrees to:

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

- II. Provide the following services:
 - A. Skilled Nursing
 - B. Home Health Aide
 - C. Personal Care Aide
 - D. Homemaker
 - E. Other services as deemed appropriate and necessary

- III. Recruit, hire, train and supervise qualified staff.

- IV. Title to all work, records of work, documents, and equipment purchased with HCBA funds are property of the COUNTY thru the duration of this contract.

- V. Keep financial records and records of client progress in strictest confidence and provide access only to county, state or federal officials regarding these records. In addition, financial records indicating the collection of fees shall be maintained as required by county, state and/or federal regulations. Records will be released according to CONTRACTOR's policies and procedures.

- VI. Keep on file, fiscal and other records necessary for reporting and accountability required by the COUNTY and shall retain such records for at least five (5) years after last payment has been made on this contract, or until all audits initiated prior to five (5) years after contract termination have been completed. All patient records and documents are property of the COUNTY in relation to this contract.

- VII. Hold harmless, defend, and indemnify the COUNTY for all claims made against the COUNTY as a result of the acts or omissions of any employee or person retained by the CONTRACTOR, or, arising out of work performed by the CONTRACTOR under authority of this agreement.

- IX. VIII. Allow for site visits by county, state, or federal officials for the purpose of monitoring services and/or resolving consumer complaints of this agreement.

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

Item 20.



COMMISSION STAFF REPORT

MEETING DATE: June 20, 2023

SUBMITTED BY: Tammy Gallegos, Aging Director

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

RECOMMENDATION: Approval

SUMMARY

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

HISTORY/PAST ACTION

Renewal of Contract

FISCAL IMPACT

\$1,500 paid with Aging Grants

FY 2024
CONTRACT FOR LEGAL SERVICES

SAN JUAN COUNTY AREA AGENCY ON AGING

This agreement is between the **San Juan County Area Agency on Aging**, herein referred to as **Contractor**, and **Utah Legal Services, Inc.**, herein referred to as **Provider**. This contract shall be effective as of July 1, 2023 and shall terminate on June 30, 2024, unless terminated sooner in accordance with the terms and conditions of this contract.

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

I. PAYMENT

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

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

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

II. ELIGIBILITY

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

III. DESCRIPTION OF SERVICES

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

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

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

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

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

IV. RECORDS AND BILLING

4.1 Contractor shall pay all claims from Provider for services rendered hereunder, limited to the amount stated in paragraph 1.1. Provider shall make all claims quarterly with the final claim under this contract submitted no later than June 30, 2024.

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

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

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

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

V. GENERAL PROVISIONS

It is mutually agreed that:

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

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

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

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

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

EXECUTION OF CONTRACT

FOR SAN JUAN COUNTY AREA AGENCY ON AGING:

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

Willie Grayeyes, Chair
San Juan County Commission

FOR UTAH LEGAL SERVICES, INC.

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

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

ANNE MILNE
Executive Director

CORPORATE ACKNOWLEDGMENT

In the County of Salt Lake, State of Utah, on this ____ day of _____ 2023, before me, the undersigned notary, personally appeared Anne Milne who is personally known to me to be the person who signed the preceding document in my presence and who swore or affirmed to me that she signed it voluntarily for its stated purpose.

NOTARY PUBLIC

Appendix I**San Juan County Area Agency on Aging****CASE SERVICE PRIORITIES
UTAH LEGAL SERVICES, INC.
FY 2024**

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

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

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

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

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

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

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

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

NO FEE-GENERATING MATTERS WILL BE ACCEPTED FOR REPRESENTATION.



COMMISSION STAFF REPORT

MEETING DATE: June 20, 2023

SUBMITTED BY: Tammy Gallegos, Aging Director

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

RECOMMENDATION: Approval

SUMMARY

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

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

State Funding

CAREGIVER RESPITE CARE CONTRACT

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

II. **CONTRACT PERIOD:** July 1, 2023 thru June 31, 2024. This contract may be canceled by either party upon 30 days written notice.

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

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

V. **ATTACHMENTS**

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

VI. **POLICY(s):**

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

SIGNATURES:

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

CONTRACTOR: DocuSigned by:
Sheena Christensen
580844A031C64D6
Sheena Christensen Administrator, BCBU Inc. dba Rocky Mountain Home Care

Date 6/12/2023

COUNTY: _____
Chairman, San Juan County Commission

Date _____

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

Date _____

ATTACHMENT A

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

ATTACHMENT B

CONTRACTOR RESPONSIBILITIES

The CONTRACTOR agrees to:

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

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

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

ATTACHMENT C

COUNTY RESPONSIBILITIES

The COUNTY agrees to:

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

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



COMMISSION STAFF REPORT

MEETING DATE: June 20, 2023

SUBMITTED BY: Tammy Gallegos, Aging Director

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

RECOMMENDATION: Approval

SUMMARY

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

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

State Funding

**San Juan County
Independent Contractor Agreement**

ARTICLE 1: PARTIES AND TERM OF CONTRACT

1.01. This Agreement is entered into by and between the San Juan County (hereinafter “County”) and Shelia Knight (hereinafter “Contractor”). This agreement will become effective on July 1, 2023 and will continue in effect until June 30,2024.

ARTICLE 2: SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

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

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

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

ARTICLE 3: COMPENSATION

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

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

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

ARTICLE 4: BUSINESS EXPENSES

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

ARTICLE 5: GENERAL PROVISIONS

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

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

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

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

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

This Agreement is executed in the City of Monticello, County of San Juan State of Utah on this Date 6-10-23.

County Commissioner
San Juan County

S. K. [Signature], RN
Contractor

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

This Agreement is executed in the City of Monticello, County of San Juan State of Utah on this Date _____.

County Commissioner
San Juan County

Contractor



Moab Interagency FIRE RESTRICTION PLAN 2023

This plan reflects the direction and guidelines for the **MOAB INTERAGENCY WILDFIRE PREVENTION and CLOSURE GUIDELINES** created by the **MOAB INTERAGENCY FIRE MANAGEMENT OFFICER GROUP (FMOG)** in 2023. This plan will apply to all wildland administrative agencies within the Moab Interagency Fire Center (MIFC) dispatch area.

OBJECTIVES:

1. Develop a plan which standardizes and simplifies the process for initiating and rescinding fire restrictions for all agencies in MIFC dispatch area which have jurisdiction for public, state and/or private lands.
2. Establish fire restriction areas that have common fuels, fire behavior characteristics, easily identifiable and describable boundaries, and which enter the upper levels of fire danger periods at approximately the same time.
3. Develop a media plan which reduces confusion, provides a coordinated interagency approach, and better informs the public of the Moab Interagency Fire Restriction Plan.
4. Develop standard definitions for Stage one, two and three Restrictions that are interagency acceptable, understandable by the public, and are legally enforceable.
5. Develop standard, measurable, and predictive fire danger criteria that provides managers directions concerning when and where to initiate or remove restrictions.
6. Establish responsibility and time frames for dealing with the different phases of the plan.

GUIDELINES APPLICABLE TO ALL FIRE RESTRICTION AREAS:

Restrictions should be implemented only after all other reasonable prevention measures have been taken. These measures may include increased signing, public contacts, media campaigns etc. Fire restrictions should be considered only when very high or extreme fire danger is predicted to persist. Other considerations are the level of human-caused fire occurrences being experienced, potential high-risk occasions (4th and 24th of July, etc.) and large fire activity occurring within MIFC boundaries. Emergency closures have an extreme impact on the public and fire agencies and are discouraged except under the most severe conditions. They cannot be justified by fire danger alone and should be driven by high potential for human-caused fires, severe shortages of resources, numerous large fires, etc.

PROCEDURES FOR INITIATING OR RESCINDING FIRE RESTRICTION INITIATION:

1. When at least four of the restriction criteria identified in the FIRE RESTRICTION EVALUATION GUIDELINES are met for an area, begin considering the initiation of a fire restriction. The Fire Management Officer Group (FMOG) will be responsible for monitoring these conditions. MIFC will inform cooperators of fire danger as they change during the normal fire season.
2. When at least four criteria are met, the FMOG will confer, review conditions, recommend that a fire restriction is necessary for their area of responsibility if needed and include a start date. A meeting or conference call with all appropriate entities will occur to review the conditions and coordinate implementation closures.
3. When an agency applies a restriction, they will coordinate with the other agencies and the respective Public Information Officers responsible for the media notification in developing a schedule and plan for public notification.
4. MIFC will be notified of the impending restriction. They will disseminate current information as appropriate to other Centers and to Great Basin Coordination Center (GBCC).
5. Each respective agency will be responsible for ensuring their appropriate Orders and Restrictions that authorize the special fire restrictions, are properly completed, and signed by the authorizing officer.
6. Law enforcement personnel for each agency should have an opportunity to review the Orders to ensure they are correctly completed within their guidelines and enforceable prior to public release. Law enforcement and fire personnel should jointly develop a plan to enforce the restrictions.
7. The Public Information/Affairs Officer with responsibility for that fire restriction area will organize and initiate the media notification plan.
8. Each agency will post signs and notifications according to their guidelines to inform the public of the restrictions. Additional patrols may be initiated in high risk-high value areas.
9. Each agency will inform its personnel of the restrictions being enacted and discuss changes in their daily routine to compensate for the increased fire danger. Those responsible for public contact will be provided with a copy of the restrictions and appropriate map.
10. Public Information/Affairs Officers for each agency are responsible for notifying the public, through media in their area. People can find the status of fire restrictions for any area in Utah by visiting: <http://www.utahfireinfo.gov> or local county, state and federal offices. The intent is to better inform the public of fire restrictions throughout Utah when they're traveling and have activities in areas away from their home.

RESCINDING A RESTRICTION:

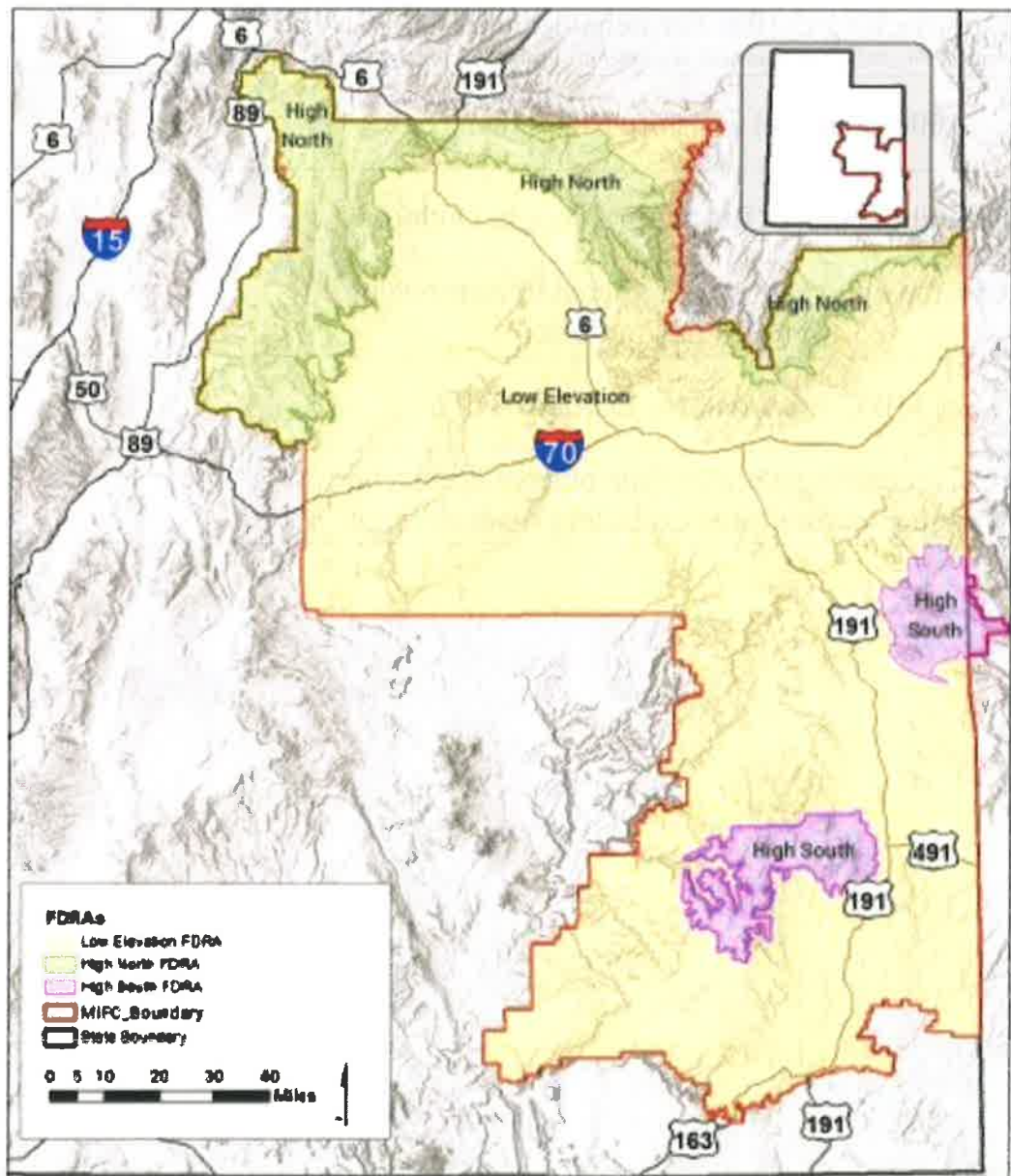
Rescinding of the restrictions will follow the same procedures outlined above as the criteria diminish and are not met for the area.

FIRE RESTRICTION EVALUATION GUIDELINES FOR THE FOLLOWING FIRE DANGER RATING AREAS (FDRA):

When weather factors or fire suppression impacts become a concern, the following criteria will be used to determine if a Fire Restriction should be considered by area. Use weather data from the Special Interest Group (SIG) weather stations in each FDRA to make the determination.

Southeast Utah FDRAs

Moab Interagency Fire Center: 2021 Fire Danger Operating Plan



High North FDRA:

General Location: The High North FDRA is located in central Utah north of Interstate 70 above 7,500' elevations. Cooperating agencies and lands within this FDRA include the North Zone of USFS Manti-La Sal National Forest, BLM, Utah State administered lands, county, and private lands. The High North FDRA encompasses approximately 1,419,808 acres.

Moab Interagency High North FDRA Fire Restriction Guidelines		
Restriction Criteria		Criteria met (Yes or No)
1	Energy release component (ERC) is at the 90 th percentile and no significant change is forecasted	
2	One or more live fuel moisture's averages are at or approaching critical fire behavior thresholds (Subalpine Fir ≤90% *Not considered as a factor in calculation until July 15th)	
3	1000-hour fuel moisture is less than 6%	
4	Drought in place (Palmer or Drought Outlook)	
5	Adverse fire weather is predicted to continue in the 8-14 day outlook	
6	MIFC Preparedness Level of 4 or 5	
7	Area is receiving a higher than normal occurrence of human-caused fires excluding roadside fires	

High South FDRA

General Location: The High South FDRA is located in southeast Utah south of Interstate 70 above 7,500' elevations. Cooperating agencies and lands within this FDRA include the South Zone of USFS Manti-La Sal National Forest, BLM, National Park Service, Bureau of Indian Affairs, Utah State administered lands, county, It encompasses approximately 493,747 acres.

Moab Interagency High South FDRA Fire Restriction Guidelines		
	Restriction Factor	Criteria met (Yes or No)
1	Energy release component (ERC) is at the 90 th percentile and no significant change is forecasted	
2	One or more live fuel moisture averages are at or approaching critical fire behavior thresholds (Gamble Oak <100%)	
3	1000-hour fuel moisture is less than 6%	
4	Drought in place (Palmer or Drought Outlook)	
5	Adverse fire weather is predicted to continue in the 8-14 day outlook	
6	MIFC Preparedness Level of 4 or 5	
7	Area is receiving a higher than normal occurrence of human-caused fires excluding roadside fires	

Low Elevation FDRA

General Location: The Low Elevation FDRA comprises all lands in SE Utah below 7500 feet. Land ownership within this FDRA includes National Park Service, USFS, BLM, Utah State, county and private lands (8,126,115 acres).

Moab Interagency Low Elevation FDRA Fire Restriction Guidelines		
	Restriction Factor	Criteria met (Yes or No)
1	Energy release component (ERC) is at the 90 th percentile and no significant change is forecasted	
2	One or more live fuel moisture averages are at or approaching critical fire behavior thresholds (Sagebrush <100%)	
3	1000-hour fuel moisture is less than 6%	
4	Drought in place (Palmer or Drought Outlook)	
5	Adverse fire weather is predicted to continue in the 8-14 day outlook	
6	MIFC Preparedness Level of 4 or 5	
7	Area is receiving a higher than normal occurrence of human-caused fires excluding roadside fires	

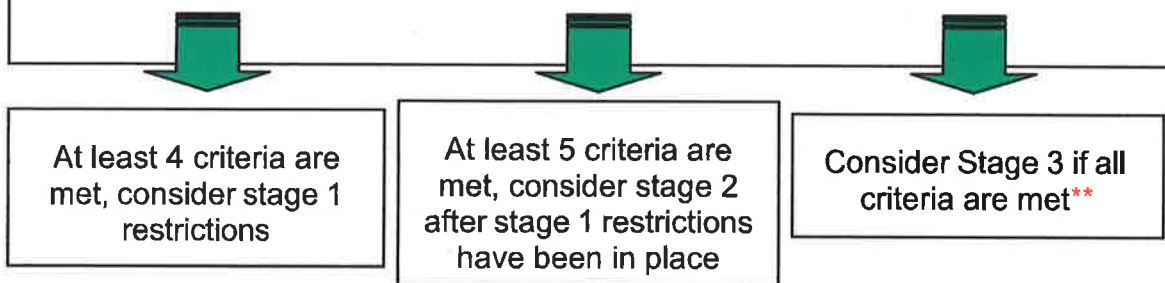
RESTRICTION STAGES

By Moab Interagency FMO Group direction, there are three fire restriction stages. Each agency in Moab Interagency must write their own Special Order which authorizes the restrictions within their jurisdiction. Each is responsible for using their agencies format and having their Law Enforcement personnel review the Order to assure it is legally correct and enforceable. To reduce confusion and standardize the restrictions, the following criteria will be used in all Orders:

**PROCESS FOR IMPLEMENTING
AGENCY FIRE RESTRICTIONS**

Based on Charts Above

1. Energy release component percentile
2. Live fuel moisture
3. 1000-hour fuel moistures
4. Drought in place
5. Adverse fire weather is predicted to continue
6. Large fire activity
7. Area is receiving a higher than normal occurrence of human-caused fires excluding roadside fires*



***High human caused risk may include holidays, such as the 4th and 24th of July, Labor Day, or special events such as hunting seasons.**

****Stage 3-area closures are extremely rare events, and will only be implemented in extraordinary situations, after significant interagency coordination.**

STAGE ONE RESTRICTIONS:

The following acts are prohibited on Federal, State, and private lands including roads, and trails described herein, until further notice:

1. Campfires using charcoal, solid fuels, or any ash-producing fuel, except in permanently constructed cement or metal fire pits located in agency developed campgrounds and picnic areas. Examples of solid fuels include, but are not limited to wood, charcoal, peat, coal, Hexamine fuel tablets, wood pellets, corn, wheat, rye, and other grains. Devices fueled by petroleum or liquid petroleum gas with a shut-off valve are approved in all locations if there is at least three feet in diameter that is barren with no flammable vegetation.
2. Smoking, except within an enclosed vehicle, building, developed recreation site or while stopped in a cleared area of at least three feet in diameter that is barren with no flammable vegetation.
3. Grinding, cutting, and welding of metal.
4. Operating or using any internal or external combustion engine without a spark arresting device properly installed, maintained and in effective working order as determined by the Society of Automotive Engineers (SAE) recommended practices J335 and J350. Refer to Title 43 CFR 8343.1.
5. Possession and/or detonation of explosives, including exploding targets as defined by the Bureau of Alcohol, Tobacco, Firearms and Explosives in 27 CFR 555.
6. Fireworks and Incendiary or chemical devices, and pyrotechnics as defined in 49 CFR 173.

Binary Explosive Definition:

Binary explosive- includes, but is not limited to, pre-packaged products consisting of two separate components, usually an oxidizer like ammonium nitrate and a fuel such as aluminum or another metal. These binary explosives are defined by the Bureau of Alcohol, Tobacco, Firearms and Explosives in 27 CFR 555.

Fireworks Definition:

Fireworks- includes, but is not limited to, any device which produces noise, smoke, showers of sparks, or movement by combustion or explosive materials. These explosives are defined by the U.S. Department of Transportation in 49 CFR 173. This definition includes all classes of fireworks.

Permissible Acts:

- ✓ Devices fueled by petroleum or liquid petroleum gas with a shut-off valve in all locations.
- ✓ Campfires in permanently constructed cement or metal fire pits provided in agency developed campgrounds and picnic areas.

Exemptions:

1. All exemptions to the restrictions are obtained through local permits issued by the authorized officer for activities that will not conflict with the purpose of the order (Title 43 CFR 9212.3).
2. Any Federal, State, or local officer or member of an organized rescue or firefighting force in the performance of an official duty.

STAGE TWO RESTRICTIONS:

In addition to Stage 1 Fire restrictions listed above, the following acts are prohibited on Federal, State, and private lands including roads, and trails described herein, until further notice:

1. All open fires and campfires are not allowed. Devices fueled by petroleum or liquid petroleum gas with a shut-off valve are approved in all locations if there is at least three feet in diameter that is barren with no flammable vegetation.
2. Individual agencies may further restrict commercial activities not included in this plan such as construction, logging or oil and gas operations.

STAGE THREE RESTRICTIONS:

Stage three restrictions constitute the restriction of access to the full closure of public lands within the declared area.

Fire Restriction Evaluation Guideline Data

Below and on the following pages are the data, graphs and charts that show examples of the current fire danger conditions in relation to the restriction criteria.

[USFS Wildfire Assessment System](#)

[Actual Energy Release Component](#)

[Measured Live and 1000 Hour Fuel Moisture](#)

[Fine Dead Fuel Loading](#)

[National 1000 Hour Fuel Moisture](#)

[GB29 ERC, 100, & 1000 Hour Fuel Moisture](#)

[GB30 ERC, 100, & 1000 Hour Fuel Moisture](#)

[GB31 ERC, 100, & 1000 Hour Fuel Moisture](#)

[GB32 ERC, 100, & 1000 Hour Fuel Moisture](#)

[Drought Outlook](#)

[Palmer Index](#)

[Storm Prediction Center](#)

[7 day Significant Fire Potential](#)

[8–14-day Outlook for Temperature](#)

[8–14-day Outlook for Precipitation](#)



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

Department of Natural Resources
Division of Forestry, Fire & State Lands

JOEL FERRY
Executive Director

JAMIE BARNES
Director/State Forester

Item 24.

May 22, 2023

To whom it may concern:

Since your current Cooperative Wildfire System (CWS) agreement has lapsed, FFSL is presenting the attached Cooperative Agreement that is by and large the same agreement from 2017, with some non-substantive changes. The need for a new agreement gave FFSL the opportunity to revise the agreement for clarity and ensure it is in line with new legislation passed since the initial agreement in 2017. In summary the changes include:

- Updated expiration date
- Termination clause added
- Community Wildfire Preparedness Plan Language (CWPP) in conformity with 2023 legislation
- Updated Utah Code and Administrative Rule citations
- Clarification on non-compliance for new agreements

Please note, that if a Participating Entity is on probation or otherwise noncompliant with a prior Cooperative Agreement, entering into a new or updated agreement does not absolve the Participating Entity from prior obligations or probation status under the old agreement. Entities should work with their respective state contacts to ensure past compliance and future commitments moving forward.

Please execute this agreement and return to FFSL no later than June 23, 2023. Failure to execute and return this agreement in a timely fashion forfeits your rights as an eligible entity to cooperatively discharge your joint responsibilities for protecting non-federal land from wildland fire pursuant to Utah Code 65A-8-203. Please govern yourself accordingly.

Respectfully,

Jamie Barnes
Director/State Forester
Division of Forestry, Fire and State Lands



Addendum B: PARTICIPATION COMMITMENT ACTIONS

For Local Governments

(Suggested actions, not a conclusive or final list. Other actions will be added as appropriate)



WILDFIRE PREVENTION

Activities directed at reducing the number of human-caused fires. *(Goal: Fire-Adapted Communities)*

- Costs of wildfire prevention campaigns
- Costs of wildfire mitigation educational materials (defensible space, firewise landscaping etc)
- Costs of implementing Ready, Set, GO! program
- Law enforcement patrols to enforce fire restrictions and/or burn permit violations
- Volunteer hours for meetings and events that promote, plan or implement CWPPs
- Costs of wildfire prevention media campaigns/ PSAs
- Costs of designing, producing and installing community awareness and/or wildfire prevention boards/displays

WILDFIRE MITIGATION (50% min)

Actions taken to reduce or eliminate risks to persons, property or natural resources. *(Goal: Resilient Landscapes)*

- Costs of equipment and labor (including volunteer hours) used to reduce hazardous fuels in accordance with CWPP (*i.e. fuel breaks, prescribed fire, timber harvests and certain activities that support grazing*)
- Costs or volunteer value of equipment and labor toward ongoing maintenance of existing CWPP fuel reduction projects
- Volunteer hours toward removing hazardous fuels from community common areas identified in CWPPs
- Volunteer hours toward improving ingress/egress in community common areas identified in CWPPs
- Costs associated with community fuel reduction events (*i.e. chipper days*)
- Costs of vegetation management equipment

WILDFIRE PREPAREDNESS (25% max.)

Activities that lead to a safe, efficient and capable wildfire suppression response *(Goal: Strong Initial Attack Capability)*

- Costs of improving wildland fire apparatus, communication or support
- Costs of improving or creating additional ingress/egress into Wildland Urban Interface (WUI) areas identified in CWPPs
- Costs of improving or increasing firefighter access to secondary water systems through hydrants, tanks or drafting sites
- Actual costs for providing wildfire suppression training to fire department and/or emergency management personnel
- Volunteer hours spent in training for wildland fire suppression
- Costs of wildland-specific Personal Protective Equipment (PPE)
- Costs of producing and installing road signs and address markers (including evacuation routes) as part of a CWPP
- Costs of certifying bulldozer operators
- Costs associated with enforcement of WUI code
- Costs associated with installing/maintaining helicopter dip sites
- Costs of inspecting resident defensible space work to certify for individual tax incentives
- Costs of producing and/or updating city emergency response plans that address CWPPs
- Costs of land-use planning that support objectives of CWPPs
- Costs supporting the development of Community Wildfire Protection Plans (CWPPs)
- Costs associated with gaining "Firewise Community" recognition

Activities that DO NOT qualify:

- Any activity funded by other state or state-administered federal funds
- Any previously-matched prevention/preparedness
- Costs of state or federally-provided trainings
- Costs of initial attack suppression of wildfires
- Costs of improving culinary water systems
- Costs to improve individual structures
- Costs of existing county employees or programs including weed departments

**COOPERATIVE AGREEMENT
BETWEEN THE
UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS
AND
San Juan County**

This agreement shall become effective on the date of the last authorized signature and will remain in effect until December 31, 2024. This agreement may only be amended by mutual written agreement of the parties. In the event of disagreement between this agreement and any statute or regulation, the statute or regulation shall control. No waiver of any terms of this agreement will be valid unless in writing in accordance with R652-122-200 (2017).

SECTION I: RECITALS AND GLOSSARY OF TERMS

A. Pursuant to Utah Code § 65A-8-203 (2021), this Cooperative Agreement is required for a county, municipality, or certain other eligible entity (“Participating Entity”) and the State of Utah, Division of Forestry, Fire and State Lands (“FFSL”)(collectively “parties”) to cooperatively discharge their joint responsibilities for protecting non-federal land from wildland fire.

B. Glossary of Terms

- a. Annual Participation Commitment Report – a report prepared by the Participating Entity detailing the expenditures and activities conducted in compliance with the Participation Commitment during the past fiscal year.
- b. Cooperative Agreement – an agreement between FFSL and an Eligible Entity wherein the Eligible Entity agrees to meet a Participation Commitment and provide Initial Attack for wildland fire in the entity’s jurisdiction, and FFSL agrees to pay for wildland fire suppression costs following a Delegation of Fire Management Authority as found in Utah Code § 65A-8-203.1 (2017), as well as all aviation asset costs charged to the incident.
- c. Eligible Entity – as defined in Utah Code § 65A-8-203 (2021) means:
 - i. a county, a municipality, or a special service district, local district, or service area with wildland fire suppression responsibility as described in Utah Code § 11-7-1(2017); and wildland fire suppression cost responsibility and taxing authority for a specific geographic jurisdiction; or
 - ii. upon approval by the FFSL director, a political subdivision established by a county, municipality, special service district, local district, or service area that is responsible for providing wildland fire suppression services; and paying for the cost of wildland fire suppression services
- d. Extended Attack – actions taken in response to wildland fire after Initial Attack.
- e. Initial Attack – actions taken by the first resources to arrive at any wildland fire incident. Initial actions may be size-up, patrolling, monitoring, holding action, or aggressive suppression action. All wildland fires that are controlled by suppression forces undergo initial attack. The kind and number of resources

responding to initial attack varies depending on fire danger, fuel type, values to be protected and other factors. Generally, initial attack involves a small number of resources and the incident size is small. Regardless of fire type, location, or property/resources being threatened, firefighter and public safety is always the highest priority. (NWCG Wildland Fire Incident Management Field Guide, 2013)

- f. Participation Commitment – prevention, preparedness, and mitigation actions and expenditures undertaken by a Participating Entity to reduce the risk of wildland fire and meet the intent of Utah Code § 65A-8-202 (2017) and Utah Code § 65A-8-202.5(2017).
- g. Annual Participation Commitment Statement – a statement prepared by FFSL and sent to the Participating Entity detailing the Participation Commitment for the upcoming fiscal year.
- h. Participating Entity – an Eligible Entity with a valid Cooperative Agreement.
- i. Fiscal Year - a consecutive 12-month period for financial reporting, as determined by the Participating Entity's budget cycle.

SECTION II: CERTIFICATION OF QUALIFICATIONS

FFSL and the Participating Entity certify that the following qualifications have been met:

- A. The Participating Entity is a qualifying eligible entity.
- B. The Participating Entity agrees to adopt a Community Wildfire Preparedness Plan (CWPP) (or equivalent approved by FFSL).
 - a. If the Participating Entity has a CWPP at the time of executing this agreement, the Participating Entity agrees to maintain and implement the CWPP for the duration of this agreement.
 - b. If the Participating Entity does not have a CWPP at the time of executing this agreement, the Participating Entity agrees to make a good faith effort to develop and adopt a CWPP prior to the expiration of this agreement.
- C. The Participating Entity's fire department or fire service provider as defined in Utah Code § 65A-8-203 (2021) meets minimum standards for wildland fire training, certification, and equipment based on nationally accepted standards as specified by FFSL in R652-122-1400 (2017).
- D. FFSL agrees to provide an Annual Participation Commitment Statement and the Participating Entity agrees to review, approve, and return the signed Annual Participation Commitment Statement to FFSL before the start of the Participating Entity's fiscal year.
- E. The Participating Entity agrees to implement prevention, preparedness, and mitigation actions, which are identified in their CWPP and lead to reduction of wildfire risk, according to their Annual Participation Commitment Statement.

- F. The Participating Entity is not ineligible for a Cooperative Agreement pursuant to R652-122-200 (2017), R652-121-400 (2017), or R652-121-600 (2017)
- G. If the Participating Entity is a county or has jurisdiction over unincorporated private land, the county in question has adopted a wildland fire ordinance based on minimum standards established by FFSL in R652-122-1300 (2017).
- H. If the Participating Entity is a county or has jurisdiction over unincorporated private land, the county in question has a designated fire warden as described in Utah Code § 65A-8-209.1 (2022) and has entered into a County Warden Agreement (Addendum A).

SECTION III: PARTICIPATION COMMITMENT

FFSL and the Participating Entity agree to the following provisions:

- A. Participation Commitment
 - a. The Participating Entity agrees to fulfill a Participation Commitment as contained in R652-122-800 (2017) and R652-122-200(6)(c) (2017).
 - b. The Participation Commitment includes prevention, preparedness, and mitigation actions identified in an FFSL-approved CWPP or equivalent wildland fire preparedness plan.
- B. Participation Commitment Expenditures and Activities
 - a. The Participation Commitment may be met through either direct expenditures or in-kind activities.
 - i. Direct expenditures include funds spent by the Participating Entity to implement wildland fire prevention, preparedness or mitigation actions identified in Addendum B or with the approval of the Participating Entity's respective FFSL Area Manager.
 - ii. In-kind activities include wildland fire prevention, preparedness or mitigation efforts identified in Addendum B or with the approval of the Participating Entity's respective FFSL Area Manager.
 - 1. In-kind expenditures are valued at the rate calculated by the "Independent Sector" (<https://www.independentsector.org/>), the same source used for FFSL's Fire Department Assistance Grant program.
 - iii. Participation Commitment cannot be met through direct payment to the State.
 - b. FFSL staff (e.g., County Warden, WUI Coordinator, FMO, or Area Manager) may assist the Participating Entity with identifying valid Participation Commitment actions and activities based on the Participating Entity's FFSL-approved CWPP or equivalent wildfire preparedness plan.
- C. Participation Commitment Accounting and Reporting

- a. The Participating Entity is responsible for accounting for its respective Participation Commitment activities and expenditures.
 - i. The value of Participation Commitment expenditures and activities may, in certain instances, “carry-over” to the next fiscal year with the approval of the respective FFSL Area Manager.
 - 1. The value of capital improvement projects--typically, large “preparedness-type” projects--can carry-over for five years, with no single project’s value accounting for more than 25% of the Participating Entity’s total Participation Commitment for any of those years. This is the same 25% annual maximum that applies to all preparedness activities as noted on Addendum B.
 - 2. All other non-capital improvement actions (e.g., a large fuels reduction project) can carry over for three years. No maximum value applies to mitigation actions as described in Addendum
 - 3. It is the responsibility of the Participating Entity to receive approval from their respective FFSL Area Manager in advance of pursuing a carry-over
 - 4. It is the responsibility of the Participating Entity to account for, track and report in their annual Participation Commitment Report the carry-over from year to year.
- b. The Participating Entity agrees to provide an Annual Participation Commitment Report detailing the Participation Commitment activities and expenditures to their local FFSL Area Office at the conclusion of the Participating Entity’s fiscal year (via the County Fire Warden) for annual review and approval by FFSL.
 - i. FFSL shall have the right to review and verify records related to the Participation Commitment. FFSL shall also have the right to deny unverifiable or incorrect records.

D. Annual Participation Commitment Statement

- a. In advance of a Participating Entity’s fiscal year, FFSL will send the Participating Entity an Annual Participation Commitment Statement.
- b. In order to continue participation for the Participating Entity’s upcoming fiscal year, the Participating Entity’s executive officer must approve, sign, and return the Annual Participation Commitment Statement to FFSL by the due date contained in the Statement. Failure to do so will terminate this agreement at the conclusion of the Participating Entity’s current fiscal year.
- c. The Annual Participation Commitment Statement is based on the Participating Entity’s fiscal year, and the corresponding Participation Commitment must be met throughout the Participating Entity’s next fiscal year.

E. Participation Commitment Calculation

- a. The Participation Commitment is based on two elements, a wildfire risk assessment by acres (“Risk Assessment”) conducted by FFSL, and the historic fire cost average (“Fire Cost Average”) in each Participating Entity’s jurisdiction.
 - i. The Risk Assessment is determined by FFSL’s “Utah Wildfire Risk

Assessment Portal” (UWRAP), which will be updated as data sources, technology, and funding allow.

- ii. The Fire Cost Average is based on historic suppression costs accrued by a Participating Entity. Only wildland fire suppression costs accrued and paid by the State on behalf of a Participating Entity are counted toward that entity’s historic fire cost average. This includes State-paid costs after a Delegation of Fire Management Authority and Transfer of Fiscal Responsibility has occurred.
 1. The Fire Cost Average is calculated on a rolling ten-year average, dropping the highest and lowest cost years and adjusting for inflation (using the Consumer Price Index); therefore, each ten-year average will have eight data points.
 2. The Fire Cost Average will only include State-paid suppression costs for areas for which the Participating Entity has fire suppression responsibility and taxing authority.
- b. FFSL will calculate the Participation Commitment for the Participating Entity according to the formula found in R652-122-300 (2017), R652-122-400 (2017) and R652-122-500 (2017).

F. Participation Commitment Appeals

- a. Decisions related to the Participation Commitment may be informally appealed to the State Forester.

**SECTION IV: INITIAL ATTACK, DELEGATION OF FIRE MANAGEMENT
AUTHORITY, TRANSFER OF FISCAL RESPONSIBILITY,
and EXTENDED ATTACK**

A. Initial Attack

- a. The Participating Entity agrees to primary responsibility for Initial Attack (“IA”). IA is defined as actions taken by the first resources to arrive at any wildland fire incident. Initial actions may be size-up, patrolling, monitoring, holding action, or aggressive suppression action. All wildland fires that are controlled by suppression forces undergo initial attack. The kind and number of resources responding to initial attack varies depending on fire danger, fuel type, values to be protected and other factors. Generally, initial attack involves a small number of resources and the incident size is small. Regardless of fire type, location, or property/resources being threatened, firefighter and public safety is always the highest priority (NWCG Wildland Fire Incident Management Field Guide, 2013).
- b. Effective wildland fire IA will be determined by FFSL based on the definition above and pursuant to Utah Code § 65A-8-202 (2017), defined as what is reasonable for the entity.
- c. The Participating Entity agrees to financial responsibility for all IA costs except aviation assets, which are the responsibility of the State.
- d. FFSL agrees to financial responsibility for all costs of aviation assets, including both IA and extended incidents.

- i. This includes firefighters who are directly involved in the suppression of a wildland fire; firefighters on scene who have supervisory responsibility or decision-making authority over those involved in the suppression of a wildland fire; or individuals who have fire suppression responsibilities within close proximity of the fire perimeter.
- ii. This does not include a person used as a courier, driver of a vehicle not used for fire suppression, or a person used in a non-tactical support or other peripheral function not in close proximity to a wildland fire.
- iii. Upon the Delegation of Fire Management Authority, Firefighters not certified by the Utah Fire Certification Council as Wildland Firefighter I will be released from Initial Attack or reassigned to other firefighting duties.
- iv. FFSL reserves the right to reevaluate these requirements.
- c. The Participating Entity will ensure that firefighters providing Initial Attack to wildland fire within the Participating Entity's jurisdiction will complete RT130 Annual Fireline Safety Refresher Training prior to each statutory "closed fire season" as found in Utah Code § 65A-8-211(2017).
- d. In order to be eligible for state reimbursement for wildland fire suppression response outside of its jurisdiction,
 - i. a Participating Entity's firefighters and fire departments must follow the qualifications outlined in the FFSL Memorandum of Understanding; or
 - ii. the County or participating entity fire departments for qualified resources used under this agreement on federal, state or out-of-county (or out-of-entity) fires pursuant to the terms and conditions outlined in the fire department MOU and rate agreement

B. Wildland Fire Response Equipment Standards

- a. The Participating Entity will ensure that engines, water tenders, hand tools, and water handling equipment used for response to wildland fire on non-federal land within the Participating Entity's jurisdiction will meet the standard for the type of equipment as determined by the National Wildfire Coordinating Group and/or as indicated in FFSL's annual Fire Department Manual.

SECTION VI: WILDLAND FIRE COST RECOVERY LEGAL ACTIONS

- A. Pursuant to Utah Code § 65A-3-4 (2020), the Participating Entity agrees to initiate a civil action to recover suppression costs incurred by the Participating Entity and the State of Utah on non-federal land within the Participating Entity's jurisdiction for wildland fire caused negligently, recklessly, or intentionally.
- B. Counsel for FFSL will provide assistance with these actions.
- C. Any costs recovered may reduce the Participating Entity's Historic Fire Cost Average and Participation Commitment.

SECTION VII: BREACH AND TERMINATION

- A. If, at the end of a fiscal year, FFSL determines that the Participating Entity has not complied with the terms of this agreement, including but not limited to, failing to comply with the Participation Commitment or failing to comply with the terms stated in Utah Code § 65A-8-203(4) (2021), the entity will be placed on Probation Status by FFSL and given notice of this decision, the reasons for this decision, and actions required to remove Probation Status.
- B. A decision to place the Participating Entity on Probation Status may be appealed to the State Forester. The State Forester may conduct an investigation, hold an informal hearing, and/or request further information from the Participating Entity and/or FFSL.
- C. During Probation Status, the Participating Entity may continue to receive assistance as provided in this Cooperative Agreement, but the Participating Entity must come into compliance with the Cooperative Agreement by the end of the fiscal year.
- D. If the Participating Entity comes into compliance with the Cooperative Agreement by the end of the first Probation Status fiscal year, the Probation Status shall be lifted.
- a. If the reason for the Probation Status is that the Participating Entity has failed to fulfill its Participation Commitment during the previous fiscal year, the Participating Entity must fulfill the Participation Commitment for the previous year, as well as the Participation Commitment for the current fiscal year by the end of the fiscal year in order to have its probation status lifted.
 - i. If during the first Probation Status year, the Participating Entity fulfills its Participation Commitment for the previous fiscal year, but not for the first Probation Status year, the Probation Status may be extended for a second fiscal year.
 - ii. If during the second Probation Status year, the Participating Entity fails to fulfill the Participation Commitment for both the first and second Probation Status years, the Cooperative Agreement shall be revoked as specified in subsection VII(E) herein below
 - b. Participation Commitment expenditures and actions shall be credited towards the outstanding obligation before being credited to the current obligation.
- E. If the Participating Entity does not come into compliance with the terms of this Cooperative Agreement by the end of the first Probation Status fiscal year (or second Probation Status fiscal year if the non-compliance is failure to meet the Participation Commitment), this Cooperative Agreement shall be revoked pursuant to Utah Code § 65A-8-203 (2021) and the entity shall not be eligible for assistance from the Wildland Fire Suppression Fund and shall be responsible for wildland fire suppression costs within its jurisdiction pursuant to Utah Code § 65A-8-203.2 (2017)
- F. If the Participating Entity is on probation or otherwise non-compliant with the terms of this or a prior agreement with FFSL, and enters into a new cooperative agreement with FFSL, the

prior obligations and status remain in effect until rectified according to the terms of this agreement.

- G. Either party may terminate this agreement by providing the other party with written notice 30 days prior to the termination date.
- H. If either party terminates this agreement, the Participating Entity shall only be allowed to enter into a new cooperative agreement pursuant to R652-121-600 (2017).

UTAH DIVISION OF FORESTRY, FIRE, AND STATE LANDS:

Authorized Signature

Date

Title

PARTICIPATING ENTITY:

Authorized Signature

Date

Title

APPROVED AS TO FORM: Tony Clinger, Assistant Attorney General, March 29, 2023



STAFF REPORT

MEETING DATE: June 8, 2023

ITEM TITLE, PRESENTER: Consideration and Approval of Spanish Valley Overnight Accommodations Overlay Application, Balanced Rock Resort, Mack McDonald

RECOMMENDATION: Consideration and Approval

SUMMARY

Gardner Plumb LLC is applying for the Spanish Valley Overnight Accommodations Overlay (SVOAO) for 72 acres of private property in Spanish Valley as described below:

Property:

Parcel 1: 27S22E063001, 35.92 acres

Parcel 2: 27S23E063000, 10.01 acres

Parcel 3: 27S23E010001, 26.34 acres

Current Zoning:

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

This application is a request to both apply the SVOAO to these parcels and attach the it to their Balanced Rock Resort development plans. In the past the Planning Commission has approved SVOAO applications in three steps. Step one applies the overlay to the property, and step two attaches it to the specific project or development, and step three is development agreement, project plan, or subdivision plats. The applicant is seeking to consider both step one and step two together.

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

HISTORY/PAST ACTION

At the March 9, 2023 Planning Commission Meeting the Planning Commission held a public hearing on this rezone application. The board voted to table this item and asked for a legal opinion about whether the Spanish Valley Overnight Accommodations Overlay could be applied for properties in the

Residential Flex District or not. The legal opinion stated that the overlay could be applied to properties in the RF district. The legal opinion is included in the application as Exhibit C.

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

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

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

Balanced Rock Resort

San Juan County, Utah
Planning and Zoning
117 S. Main Street
Monticello, UT 84535

March 23, 2023 (revised May 25, 2023)

APPLICATION
Spanish Valley Overnight Accommodations Overlay (Rezone)
and,
Application for Attaching Overnight Accommodations (OA)
Overlay to a Specific Site, Property or Development

CONTACT INFORMATION

Property Owner: Elkin Spielman Charitable Remainder Trust
Contact: Karl Spielman
Address: 404 W. Main Street, #123, Cortez, CO 81321
Phone: 435-260-1383
Email address: 2karlspielman@comcast.net

Owner Representative: Gardner Plumb LLC
Contact: Jim Schnepel
Address: 201 S. Main Street, Suite 2000, Salt Lake City, UT 84111
Phone: 801-231-3666
Email address: westernlanddev@gmail.com

PROJECT INFORMATION

Planned community name: Balanced Rock Resort
General location of property: North end of San Juan County, in Spanish Valley
Size of property: 72.27 acres (per the survey)
Current Zoning: Residential Flex (Planned Community District, Small Community)

SUPPORTING MATERIALS

- **Chapter 10:** Spanish Valley Overnight Accommodations Overlay District Requirements of the San Juan County Spanish Valley Development Ordinances of the San Juan County Zoning Ordinance, dated September 13, 2019 (“Ordinance”)

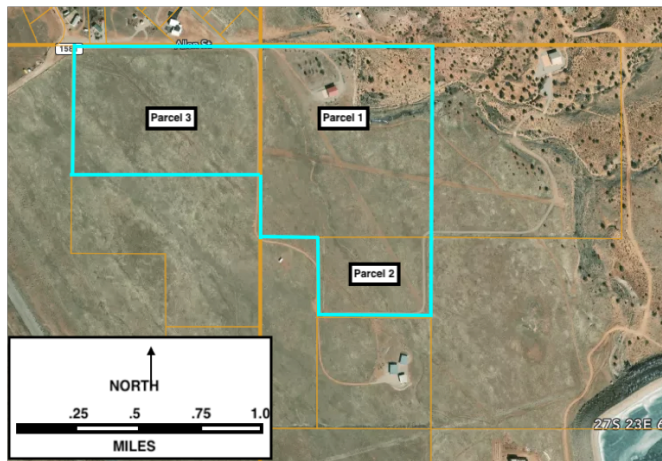
- **Exhibit A:** Property Map
- **Exhibit B:** Legal description of the Parcels.
- **Exhibit C:** San Juan County Attorney’s legal opinion: *230320 Legal Opinion Overnight Rentals Overlay Zone*
- **Exhibit D:** Existing overnight rentals in vicinity
- **Exhibit E:** Site Master Plan (draft)
- **Exhibit F:** Utah Code 10-9a-507 Conditional uses

PROPERTY DESCRIPTION (“Property”)

Location of Property: See Exhibit A

Total Property: 72.27 Acres (per survey)

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



Legal Description of Property: See Exhibit B

IMPLEMENTATION REQUEST

The applicant requests the following (per Table 10-1 of the Development Ordinance):

- A modification to the official Zoning Map, indicating that the Overnight Accommodations Overlay district applies to the Property.

- A modification to the official Zoning Map and Zoning Ordinance indicating that the specific location of the application site is the Property, and that the terms within this application will define the development of the Property.
- Upon approval of the Overnight Accommodations Overlay, coordination in drafting and approving a Development Agreement, Project Plan and/or Subdivision Plat.

REZONE RATIONALE

1. Spanish Valley Area Plan

The San Juan County Spanish Valley Area Plan was intended to be a high-level template for the development of the Spanish Valley. It was only meant to create a general vision for the area, while the Development Ordinances dictate the specific direction.

According to Utah Code 10-9a-405 Effect of general plan:

“Except as provided in Section 10-9a-406 [which applies to public spaces, such as parks], the general plan is an advisory guide for land use decisions, the impact of which shall be determined by ordinance.”

Although the Area Plan is only an advisory guide, the Balanced Rock Resort does align with many parts of the plan, including:

Private Land Areas

- *Efforts should focus on improving the layout of the existing neighborhoods, linking them with a coordinated road and infrastructure system that facilitates infill development.*
- *Connecting a municipal water and sewer system to all existing and future homes and uses in the area.*
- *Implementing a system of roads and storm water drainage system standards that is unified and efficient.*
- *Providing transitions and buffers between incompatible land uses.*
[Through the use of roads and employee housing, Balanced Rock Resort will “buffer” its use from the few existing homes to the north. The proposed lodge is over 1,000 feet from the nearest existing home.]

Central Development Areas:

- *Located in the center of the valley, these are the flattest, least sensitive and easiest-to-develop sites...*
- *They are suitable for a wide range of residential development in addition to civic, educational, institutional and park/open space uses.*

Balanced Rock Resort

- *These are the preferred areas for locating mixed-use neighborhood centers, where local commercial and civic services will be provided.*
- *The large tracts of contiguous land are primarily under single ownership, which promotes the use of coordinated development strategies to encourage creative design and development.*

Flex Development Areas:

- *These areas provide opportunities to establish an economic base for the [San Juan County portion of the] valley.*
- *...incorporating a flexible development approach that allows a range of business, distribution...and specialty residential uses in response to market opportunities and conditions. [The adjacent "Moab" market provides a need for overnight rentals.]*

Key Uses/Principles:

- *Residential: A full range of residential uses and types is envisioned for the area. The Central Development Area should be designed with the greatest diversity of residential uses... [The County considers overnight rentals of homes to be a residential use.]*
- *Establishment of an interconnected trail system of trails, including off-street facilities located in the open space corridors, and on-street bike lanes located along the edges of the road system.*
- *Guidelines and ordinances...should encourage coordinated development of large tracts of land under single ownership. They should be easy to understand and promote good planning and creative design.*
- *Discouragement [De-emphasis] of strip development and encouragement of the establishment of centers, nodes and of destinations.*
- *Open space corridors should be encouraged for the location of stormwater detention facilities, trails, parks and to link neighborhoods to public lands.*

Phasing:

- *Residential development should be implemented sequentially from north to south as part of a rational extension of municipal water and sewer services.*
- *Phase 1 – Existing and undeveloped private land area: Residential infill and densification is supported, assuming minimum lot size, setback and similar site development guidelines are established.*
- *It was planned that the early phase developments in the valley would draw from the existing 5,000-acre feet of culinary water.*

2. San Juan County Spanish Valley Development Ordinances

The Balanced Rock Resort project will fulfill the following requirements, among others, of the Spanish Valley Overnight Accommodations Overlay District:

“Overnight accommodations have the potential to be an important part of the Spanish Valley and San Juan County economy.”

“The...Overlay Ordinance...should be applied to all new proposals to ensure approved projects minimize community impacts and result in tangible community benefits through the application of creative design...”

The Overnight Overlay will allow Balanced Rock Resort to appeal to owners and visitors who want to buy into, live in, or visit a master planned community that is designed and built upfront to mitigate issues associated with overnight rental properties. This will allow a better approach than the neighborhood to the north where a patchwork of overnight properties has evolved.

Residential Flex allows for the uses proposed in the Site Master Plan

The Residential Flex zone is a subset of the Planned Community District, Small Planned Community zoning categorization.

The Permitted uses in a Small Planned Community include, among others:

- *Residential uses of various types and lot sizes including single family detached; single family attached; multifamily residential; townhomes; loft apartments; residential units above ground floor retail or office; and manufactured home communities;*
- *Home-based businesses;*
- *Common areas, such as parks, plazas, playgrounds, and trails;*
- *Open space, including landscaped areas and areas in natural vegetation, waterways, parks, trails and recreational areas;*

The Conditional uses in a Small Planned Community include:

“The approved PC Zone Plan or Community Structure Plan (Site Master Plan when applying for the Overnight Accommodations Overlay) may include provisions for specific land uses identified as either permitted or conditional use within a given PC Zone and may include uses listed elsewhere in this chapter or additional uses.”

The lodge/hotel is a conditional use. (See Exhibit F for Utah Code re conditional use.)

The Overnight Accommodations Overlay can be applied to Residential Flex

As was documented in the Planning Commission Meeting held on March 9th, 2023, the Ordinance has contradictions and is ambiguous. However, a plain language reading of the Ordinances (per Utah State law) indicates that the Overnight Accommodations Overlay district is allowable in the Residential Flex zone.

The San Juan County Attorney issued a legal opinion in a document dated March 20, 2023 (Exhibit C), where it was concluded that the Residential Flex zone is subject to the Overnight Accommodations Overlay:

“It is the opinion of the San Juan County Attorney’s Office that Chapters 3, 4, 5 & 6, related to Residential Flex, Business Flex, Highway Flex, and Highway Commercial zones respectively, are subject to The Spanish Valley Overnight Accommodations Overlay Ordinance. This conclusion is based upon reading the plain language of the statute; it is supported by the legislative intent...”

4. Approval of the Overnight Accommodations Overlay would align with current usages in the area

An approval of the Overnight Accommodations Overlay would align with the rest of the greater area, where many homes are already being used for overnight rentals.

Exhibit D shows:

- Homes that are currently used for overnight rentals within 1,000’ of the property.
- Some of the many homes that are currently used as overnight rentals in the greater neighborhood to the north of the property.
- A property that is being used as an RV park.

Given the number of overnight rentals occurring in the area, approving the Overnight Accommodations Overlay for the Balanced Rock Resort would bring the property into parity with what is already occurring immediately adjacent to the property.

5. Minimizing impacts on area residents

Existing neighborhood

It is important to note that the Balanced Rock Resort project area is not “surrounded” by residential uses, as has been mentioned in some of the comments during public meetings. There are relatively few homes to the immediate north of the property (some of which are being used as overnight rentals). There is one home on large acreage to the south of the property, and an airplane hangar on acreage to the east of the property. And while there is a future housing subdivision planned to the south of the project area,

Balanced Rock Resort

the developer of that project has expressed that he is in favor of our proposed development, and we are working with him to coordinate roads, storm water, utilities, etc.

Buffers

Balanced Rock Resort is proposing to build a primary east-west road along the north property boundary that will add a buffer between the project and the few existing homes that are near the property line. Further, the employee/affordable housing that is slated for the northernmost lots will also add to the buffer, for a total of over 100' of space between the overnight rentals within Balanced Rock Resort and the north property line. Additionally, the houses to the north are accessed via a small lane just north of that property line. The proposed lodge is over 1,000 feet from the nearest homes.

Access

Currently, the project area is accessed by East Allen Street, which is an improved county road. (There are approximately seven homes that currently use East Allen Street for access.) Balanced Rock Resort would like to participate in the extension of Old Airport Road to create a more direct flow to Spanish Valley Drive. We expect that this extension would also encourage our residents and users to continue to US 191 rather than drive to Moab via Spanish Valley Drive (see Exhibit E: Site Master Plan).

Although the Development Ordinances do not specifically require additional access points, we feel that more will be needed at a future date. East Allen Street (and the extension of Old Airport Road) would provide adequate access for all the planned residential lots, but we expect that when the lodge is built out that additional access points will need to be built. We are currently working with the developer of the Thomas Subdivision and SITLA to identify locations for future roads that will serve Balanced Rock Resort, the Thomas Subdivision and SITLA's build out. We will coordinate with the County on these road alignments to ensure that the greater community is served and connected.

Lighting

The Resort will use dark-sky friendly lighting systems to enhance the experience of the owners and guest, and to minimize the impact on neighboring properties.

Storm water

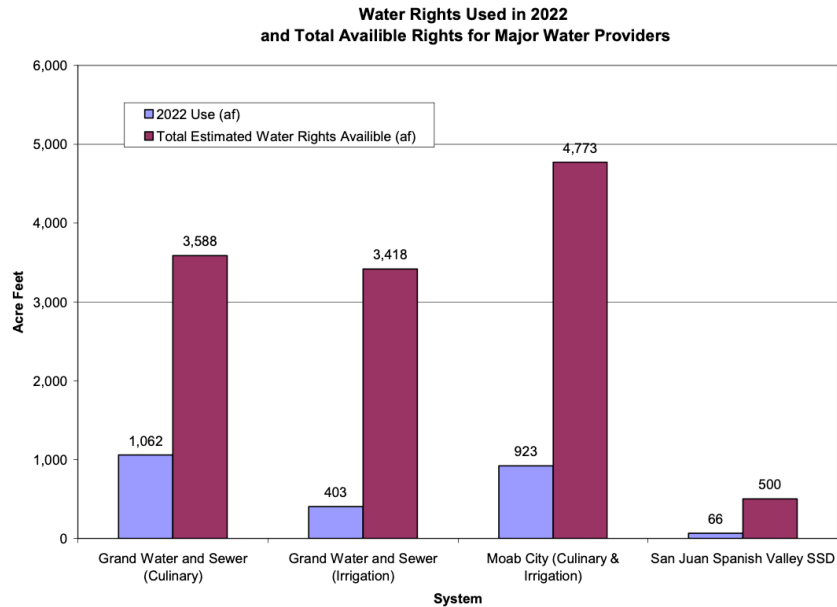
We are designing our storm water control measures to harmonize with the County's draft storm water plan. We have had meetings with SITLA and the owner of the Thomas Subdivision to ensure that a coordinated plan is reached to control storm water to minimize any impacts to our neighbors.

Water

Balanced Rock Resort will follow the County’s ordinances regarding the efficient use of water by residents and guests. The Resort is open to discussing ways that water can be conserved including the re-use of gray water if the health department is amenable, and implementation of water conserving landscapes.

Despite some claims during the public comment period that overnight guests use exorbitant amounts of water our research indicates that that type of excessive use is rare, and, that guests can be encouraged to conserve water (and power) by providing messaging that states that water is a finite resource and to use it conscientiously. (It was also interesting to note that overnight guests in residences are likely to use less water than if they stayed in a hotel.)

In the Annual Monitoring Report for the San Juan Spanish Valley Special Service District (SJSVSSD)(dated May, 2023) there is a graph that shows that the Special Service District only used about 13% of the water available of its total available water rights. It’s also interesting to note that the total available rights for SJSVSSD are fairly insignificant in size relative to Grand Water and Sewer (Culinary), Grand Water and Sewer (Irrigation), and Moab City (Culinary & Irrigation):



Residential units

Some comments were made during the public comment period about the relative number of overnight rentals versus non-overnight rental residences in the north end of San Juan County in Spanish Valley. While we can’t speak to why there does not seem to be pushback against the many homes currently used for overnight rentals in the

Balanced Rock Resort

neighborhood to the north of the project area, it is important to put the impact of the Balanced Rock Resort project into perspective. Currently, just to the south of the project area, is a development that is slated to add 120 or so residential lots to the market. SITLA projects an additional 3,134 residential units will be built on its land. Additionally, there is more private land in the area where even more residential units will likely be developed.

Density

While the current Residential Flex zoning allows for 4-5 units per acre, or a total of 289 to 361 units, please note that Balanced Rock Resort is proposing approximately 259 Equivalent Residential Units (3.6 per acre).

SITLA's Neighborhood Center, which abuts Balanced Rock Resort to the west, is projected to have an average density of 8 units per acre. If that same density were applied to Balanced Rock's 72.27 acres, it would equal 578 units!

6. The Overnight Accommodations Overlay will allow Balanced Rock Resort to be an economic driver for the county.

The Overnight Accommodations Overlay will allow Balanced Rock Resort to increase revenue for the County due to increased property tax and transient room tax (TRT).

In other "resort" communities the applicant has built we have seen property taxes go up due to the homes having a higher valuation in comparison to similar properties that do not allow overnight rentals.

The residents and visitors of Balanced Rock Resort will help provide a base population to support the development of SITLA's neighboring Neighborhood Center where a mix of commercial uses is planned.

7. Balanced Rock Resort will benefit the community

Employee and affordable housing

As part of this Overlay application, Balanced Rock Resort is proposing to convert a number of single-family lots to duplex and a fourplex lot that will be available for employee and/or affordable housing. This equates to 18 dwelling units where locally-employed families can live and be a part of the Balanced Rock community.

The Applicant intends to work with the County to define the parameters for the housing, including: if there should be deed restrictions, qualifying income, who can rent the second half of a duplex, approval process, etc.

Balanced Rock Resort

Neighborhood Center

By providing a base population to support the build out of SITLA's neighborhood center, the development of Balanced Rock Resort will encourage stores and restaurants to occupy the commercial spaces, and therefore will provide options to local residents that don't involve driving out of San Juan County to patronize the busy establishments in Moab.

Trails, open space, and roads

Balanced Rock Resort is designing open space with a network of trails that can be enjoyed by the greater community. The primary east-west road on the north side of the project will be a link from SITLA's Neighborhood Center along Spanish Valley Drive, to less densely developed areas to east of Balanced Rock Resort. This will allow the greater community to drive and bike along the connected road system as it gets built out.

Quality project

Gardner Plumb has a strong history of building high quality developments, with attractive amenities. Balanced Rock Resort will be a desirable place to own and live and will help set a benchmark for quality as other land in the area is developed.

Mixed uses

There is a shortage of housing options in the greater Moab area and northern San Juan County, particularly those that allow overnight rentals. A search of the MLS (on May 23, 2023) for homes in Moab Valley and Spanish Valley that allow overnight rentals only resulted in 13 properties for sale. The Balanced Rock Resort will provide a range of housing types (townhomes, duplexes, single-family and affordable/employee) to the community. These properties will appeal to the locally employed and other current residents of the area, as well as draw new residents and visitors to the area.

8. Site Master Plan

Please review the draft Site Master Plan (Exhibit F) for details that address the many requirements laid out in Chapter 10 of the Development Ordinances. (Of note, the draft layout for the community has been modified to include employee and affordable housing options.)

APPLICANT STATEMENT

The applicants submit this request for a rezone with the intent of applying the Overnight Accommodations Overlay to master plan a resort-style community. We believe that the type of real estate product mix we are proposing will hold high appeal to the types of residents and visitors who want to be near the Moab area. Our goal is to create a quality resort community that will reflect positively on San Juan County.

Balanced Rock Resort

The Balanced Rock Resort will be an important economic driver for the area. It will provide revenue to the County in the form of increased property taxes and Transient Room Taxes. It will also bring a critical mass of people to the area to support the future success of the Neighborhood Center that will be built nearby.

We plan to continue to work with SITLA and other landowners to ensure that our designs harmonize with the future developments planned for neighboring areas.

The Gardner Plumb group has a strong history of building high-quality communities and looks forward to bringing this resort to fruition.

Thank you for your consideration:

For the Elkin Spielman Charitable Remainder Trust

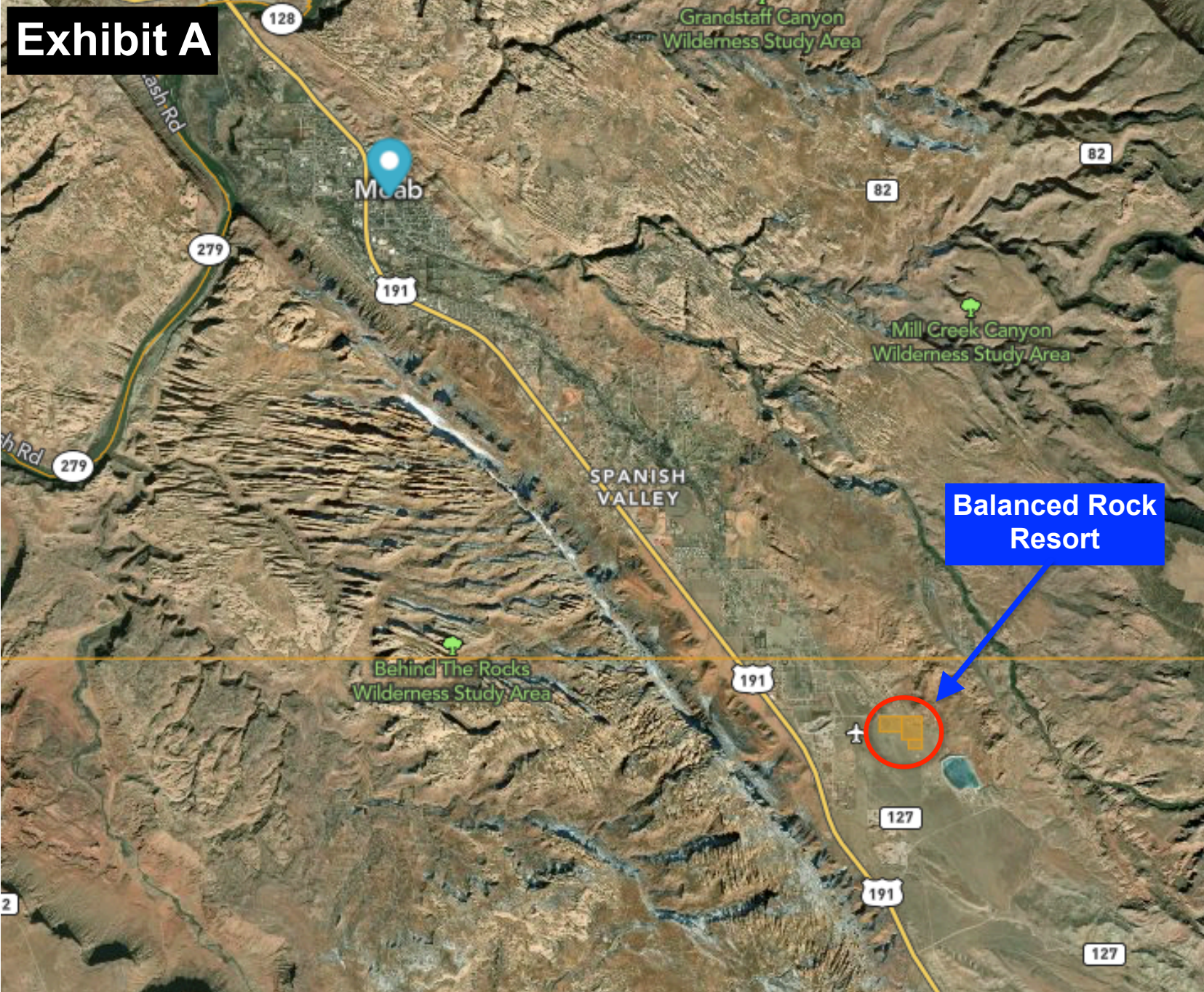
Karl Spielman trustee 5/25/23
Karl Spielman Date

Melinda Elkin trustee 5/25/23
Melinda Elkin Date

For Gardner Plumb LLC

DocuSigned by:
Walter J. Plumb III 5/26/2023
350FAA8CE89E46C...
Walter J Plumb III Date

Exhibit A



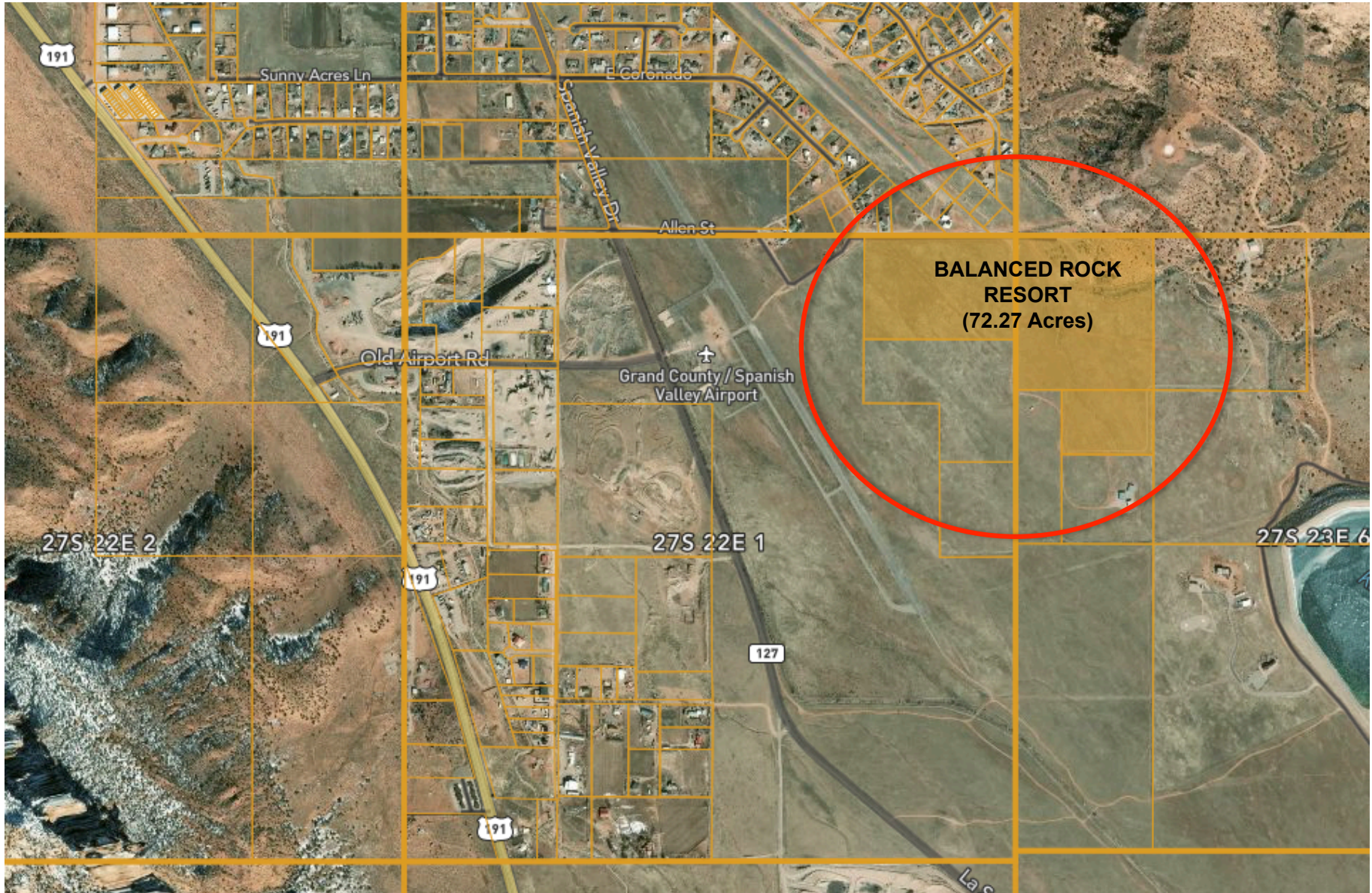


Exhibit B**Legal Description of Property:**

Parcel 1:
Township 27 South, Range 23 East, SLBM
Section 6: Lot 2
Parcel No: 27S23E063001

Parcel 2:
Beginning at a point which is South 89° 55' East 391.9 feet and North 767.4 feet from the West $\frac{1}{4}$ corner of Section 6, Township 27 South, Range 23 East, SLM, and proceeding thence North 552.7 feet to a corner, thence South 89°57' East 788.1 feet to a corner, thence South 552.7 feet to a corner, thence North 89° 57' West 788.1 feet to the point of beginning
Parcel No. 27S23E063000

Parcel 3:
Beginning at the Northeast corner of Section 1, Township 27 South, Range 22 East, SLM, and proceeding thence with the East line of said Section 1, South 0° 04' West 867.3 feet to a corner, thence South 89° 58' West 1321.3 feet to a corner, thence North 0° 04' East 869.4 feet to a corner, thence with the North line of said Section 1, South 89° 56' East 1321.3 feet to the point of beginning.
Parcel No. 27S22E010001

Exhibit C**SAN JUAN COUNTY ATTORNEY**

Brittney M. Ivins
County Attorney

Mitchell D Maughan
Deputy County Attorney

March 20, 2023

San Juan County Planning Commission

Re: San Juan County Spanish Valley Overnight Accommodations Overlay District

Dear Planning Commission,

The following is an analysis and legal opinion as to whether the Spanish Valley Residential Flex Planned Community (RF) is subject to the terms and conditions set forth in the San Juan County Spanish Valley Overnight Accommodations Overlay District.

Spanish Valley Residential Flex Planned Community (RF).

The uses, restrictions and standards for the RF zone are found in Chapter 3 of the Spanish Valley Development Ordinance. The purpose of the zone is stated to be: “[t]o accommodate large planned communities using large scale coordinated design and planning efforts”. It specifically lists under “Development Standards” three separate items related to height, buffering and transitioning, which are not germane to this discussion. It also incorporates all the requirements and all of the development standards set forth for large scaled communities in the Planned Community (PC) Zone.

The permitted uses in the RF zone are not enumerated or categorized, as in other zones, but are simply stated as uses consisting of a wide range of residential, single-family, multi-family, townhomes, and employee housing as part of a mixed-use transitional development.¹ Other uses such as parks, open space, commercial, business and similar uses are permitted, within and in proximity to gravel pits, ***once extraction operations for the gravel pit have ceased and mitigation efforts are underway.*** In addition, non-residential uses shall not be permitted within 100 feet of an adjacent residential district boundary or an existing residential use.

Chapters 3, 4, 5, and 6, dealing with the Residential Flex (RF); Business Flex (BF); Highway Flex (HF); and Highway Commercial (HC), respectively, all contain the same provisions relating to overnight rentals. Each of these Chapters provides:

Uses Subject to the Spanish Valley Overnight Accommodations Overlay

- *Hotels and Motels*
- *Commercial Condominiums for short-term rentals*
- *Bed and Breakfasts (B&Bs), lodges and resorts*
- *Commercial campgrounds*
- *All other variations of overnight accommodations intended for nightly rentals*

¹ Also, there are no conditional uses in the RF zone.



SAN JUAN COUNTY ATTORNEY

Brittney M. Ivins
County Attorney

Mitchell D Maughan
Deputy County Attorney

The Spanish Valley Overnight Accommodations Overlay Ordinance

The Spanish Valley Overnight Accommodations Overlay Ordinance (the “Overlay Ordinance”) sets forth, in the introductory paragraph of Chapter 10, that the Overlay is “An ordinance establishing an overnight accommodations overlay district that can be sought for sites located within the **Spanish Valley Highway Commercial District**”. Later on it contradicts itself by stating “The Spanish Valley Overnight Accommodations Overlay Ordinance is an overlay district for properties located in the **Highway Commercial and Highway Flex districts**”.

There is an obvious conflict, or at the very least, an ambiguity, in the Ordinance as to in what district(s) should the Overlay Ordinance apply?

In interpreting the meaning of a statute or ordinance, a court will first look at the plain language of the ordinance and must assume that each term included in the ordinance was used advisedly. If the ordinance is ambiguous, the court will first look to the legislative history. "Carrier v. Salt Lake Cnty., 2004 UT 98, ¶ 30, 104 P.3d 1208..." Cahoon v. Hinckley Town Appeal Auth., 276 P.3d 1141, 705 Utah Adv. Rep. 26, 2012 UT App 94 (Utah App. 2012)

To resolve conflicts in interpretation of statutes or ordinances, the Courts follow well-settled rules of statutory construction. First, "[i]n cases of apparent conflict between provisions of the same statute, it is the Court's duty to harmonize and reconcile statutory provisions, since the Court cannot presume that the legislature intended to create a conflict." Madsen v. Brown, 701 P.2d 1086, 1089-90 (Utah 1985). Further, "a provision treating a matter specifically prevails over an incidental reference made thereto in a provision treating another issue, not because one provision has more force than another, but because the legislative mind is presumed to have stated its intent when it focused on that particular issue." Id. at 1090. Bennion v. Sundance Development Corp., 897 P.2d 1232 (Utah App. 1995)

The plain language of the Ordinance clearly states that “All other variations of overnight accommodations intended for nightly rentals” are allowed under the sub-heading “Uses Subject to the Spanish Valley Overnight Accommodations Overlay” in Chapters 3, 4, 5, and 6 (dealing with the Residential Flex; the Business Flex; the Highway Flex and the Highway Commercial zones, respectively). It is presumed that this provision was inserted in each of these Chapters for a reason. Conversely, if these provisions were absent from each of these chapters, (with the exception of Chapter 6), it would essentially “gut” these chapters stripping them of any meaningful provisions. Most importantly, under the plain language scenario, Chapter 10 does not specifically negate any overnight overlay in Residential Flex or Business Flex; it simply confirms that the accommodations overlay is allowed in the Highway Flex and Highway Commercial.

In addition, the legislative intent behind the Spanish Valley Development Ordinance overwhelmingly suggests that the overnight accommodations overlay should apply to the RF & BF zones. It has been the heightened focus of San Juan County, its county commission, and administrative officers, to regulate, clarify and standardize overnight rentals in the Spanish Valley area of San Juan County since before the adoption of the Spanish Valley Development Ordinance.

Finally, the Chapter 10 language is the offending language that should not be trusted. The best way to harmonize these inconsistencies is to delete and/or modify the Chapter 10 language because, as stated earlier, Chapter 10 does not specifically negate any overnight overlay in Residential Flex or Business Flex. It simply confirms that the accommodations overlay is allowed in the Highway Flex and Highway Commercial.



SAN JUAN COUNTY ATTORNEY

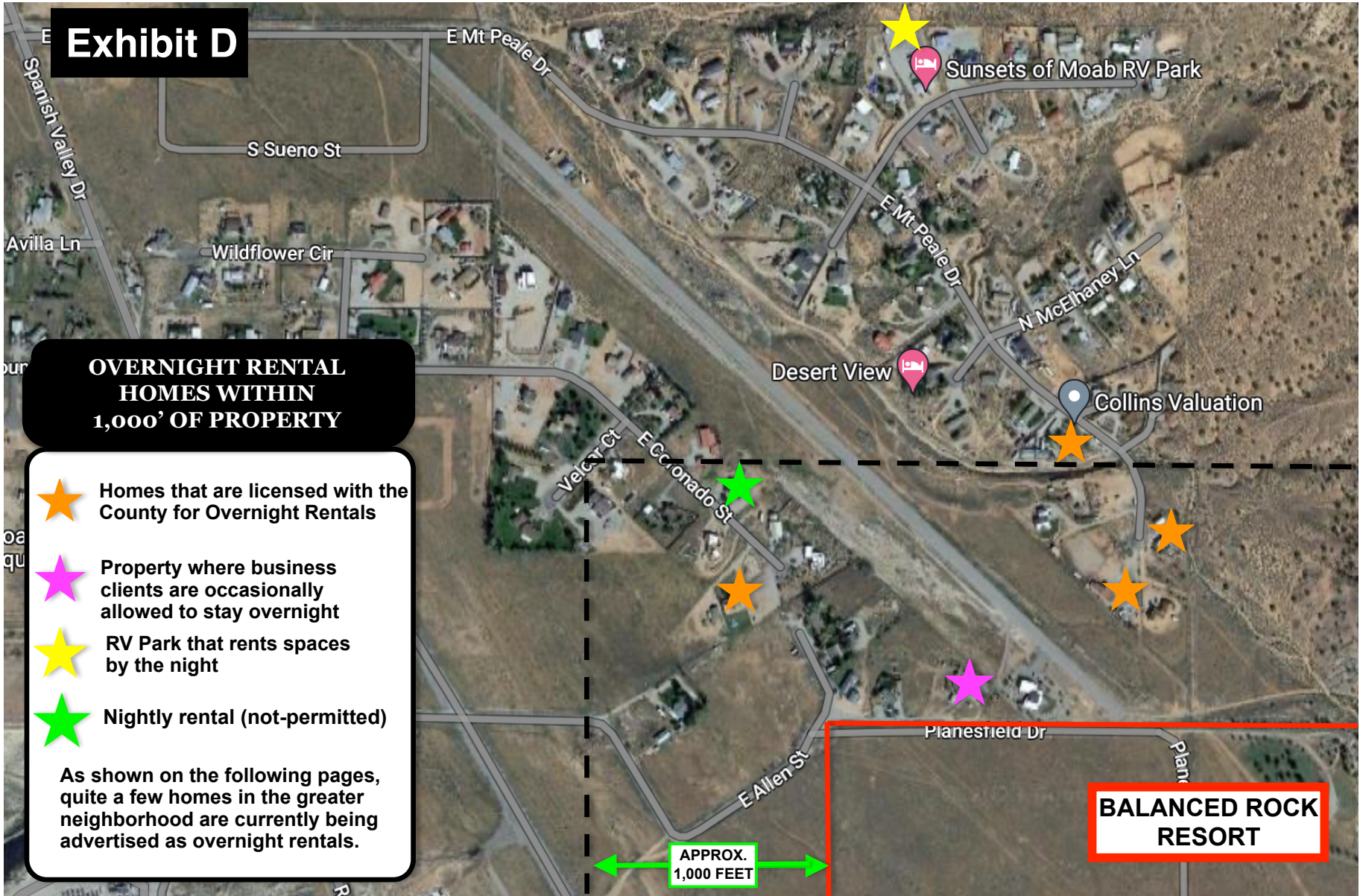
Brittney M. Ivins
County Attorney

Mitchell D Maughan
Deputy County Attorney

Conclusion

It is the opinion of the San Juan County Attorney's Office that Chapters 3, 4, 5 & 6, related to Residential Flex, Business Flex, Highway Flex, and Highway Commercial zones respectively, are subject to The Spanish Valley Overnight Accommodations Overlay Ordinance. This conclusion is based upon reading the plain language of the statute; it is supported by the legislative intent; and because the best way to harmonize the conflicting provisions, is to either delete the offending language, or add to the language, that the overlay is available in the Residential Flex and Business Flex, in addition to the Highway Flex and Highway Commercial zones.

/s/ Mitchell D Maughan
Deputy County Attorney





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EN

List your Property

Where Moab, Utah, United States of Amer...

Check-in

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Price

Rooms & spaces

Map area

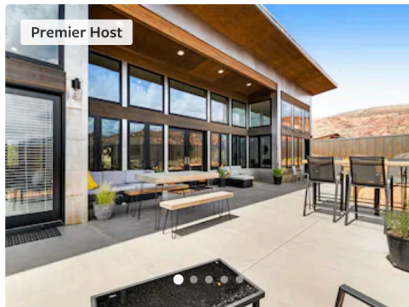
17 properties Sort

Search when I move map



Need flexibility? We've got you.

Some places let you cancel for free closer to your check-in date. Check the property's policy for details.



Premier Host

House



Wonderful Home Close to Hiking & Activities w/Free WiFi, Private Washer/Dryer

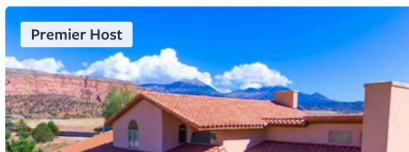
Sleeps 6 · 3 bedrooms · 3 beds

Wonderful! 4.9/5

5.0 (20 reviews)

Free cancellation up to 30 days before check-in

\$351 avg/night

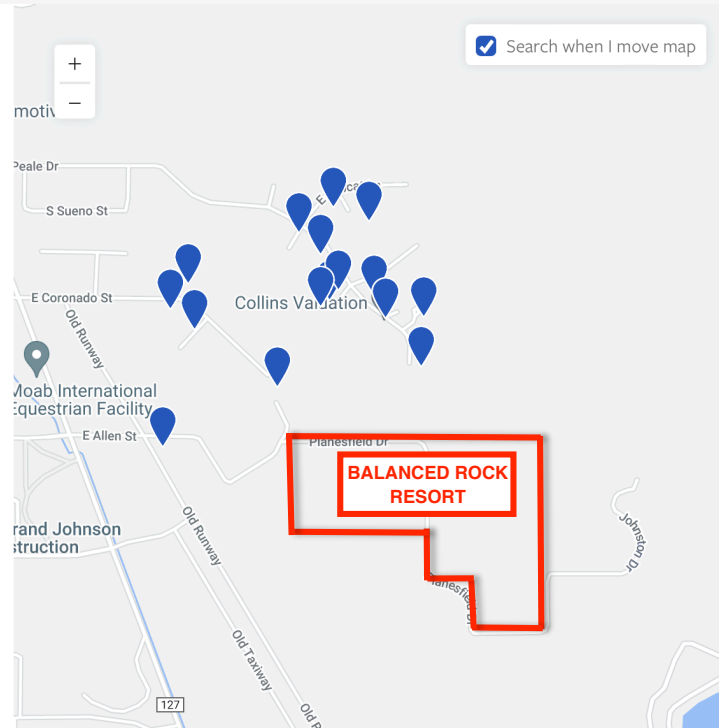


Premier Host

House



Private Pool! Private Hot Tub! Trailer Parking! Fire Pits! All on 2 Acres!





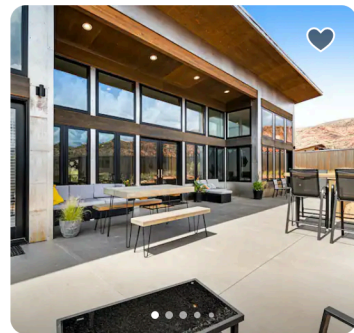
Map area | Any week | Add guests 🔍

Airbnb your home 🌐 ⋮ 👤

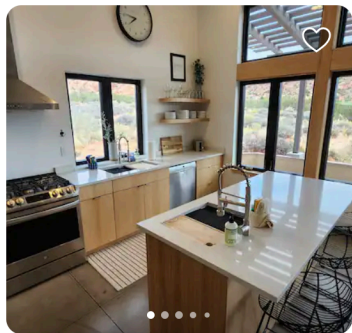
- All homes
- Amazing pools
- Amazing views
- Countryside
- Cabins
- Desert
- Camping
- Tiny homes
- Trending
- New
- Vineyards
- Farms
- National parks
- Filters

🕒 There aren't many places left in Moab, so now's a good time to book.

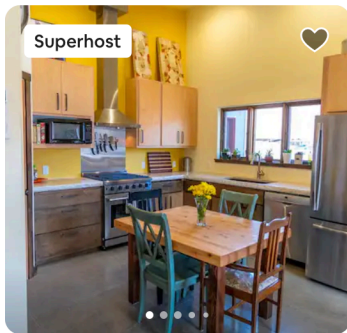
14 homes in Moab



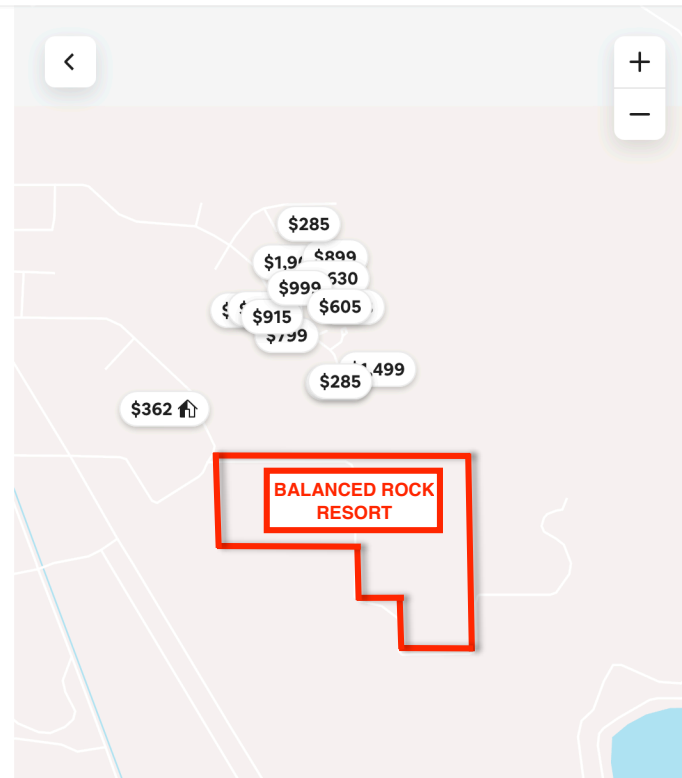
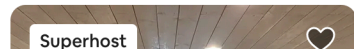
Home in Moab ★ 4.89 (55)
 Wonderful Home Close to ...
 3 beds
 Mar 29 – Apr 3
 \$605 night



Home in Moab ★ 5.0 (4)
 Modern, Private, Views, ...
 4 beds
 Mar 29 – Apr 3
 \$488 night



Superhost
Cottage in Moab ★ 4.98 (187)
 Cottage in the Rocks quiet ge...
 2 beds
 Jun 6 – 11
 \$285 night



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From \$482

★ 4.5 (104 Reviews) Cabin

SENDERO - beautiful log home. 10 min...

Air Conditioner • Balcony/Terrace • Bedding/Linens

Moab > Moab South Valley



View Availabil...



From \$307

★ 4.5 (1 Review) House

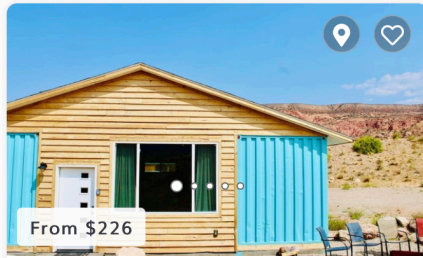
5 Bed 3 Bath Vacation home in Arches...

Air Conditioner • Balcony/Terrace • Child Friendly

Moab > Moab South Valley



View Availabil...



From \$226

★ New House

Atomic Container Home by Utah Vacatio...

Bedding/Linens • Internet • Kitchen

Moab > Moab South Valley

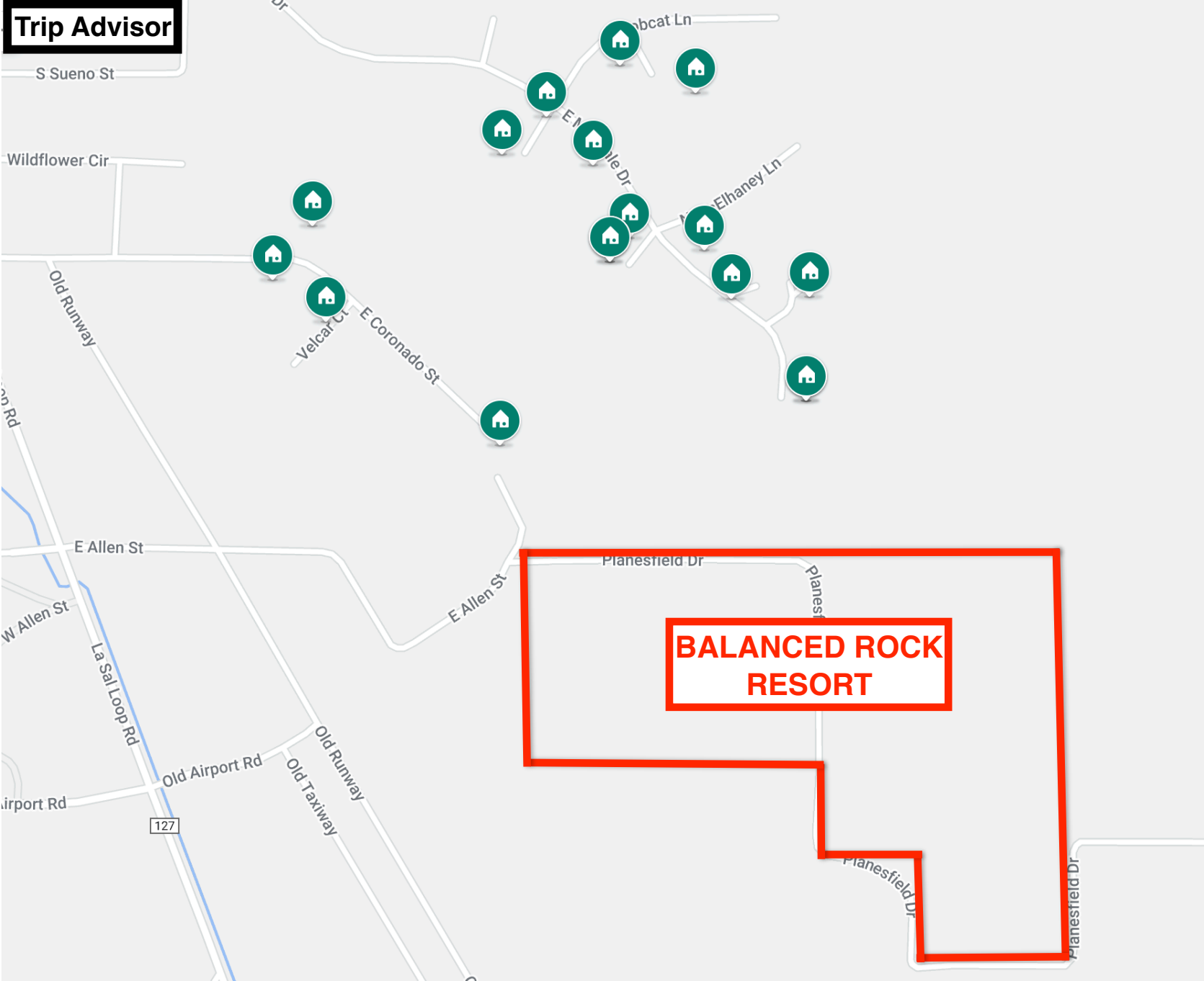


View Availabil...

Map search Draw On

Map features: \$226, \$2,003, \$260, \$350, \$637, \$681, \$1,042, \$482, \$334, Desert View, Moab RV Park, Valuation, Planesfield Dr, Old Runway.

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Pool

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Pet allowed

Kitchen

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from \$476 per night

Found on HomeToGo

1900 ft² House · 3 bedrooms · 8 guests

Arroyo Rez - in the beautiful red rocks of Moab with ...

4.3 ★★★★★ (14 ratings)

Spanish Valley, San Juan County



View Deal



from \$243 per night

Found on Vrbo

670 ft² Cottage · 1 bedroom · 4 guests

Beautiful Cottage in Spanish Valley + Gorgeous Views

5.0 ★★★★★ (32 ratings)

Spanish Valley, San Juan County



View Deal

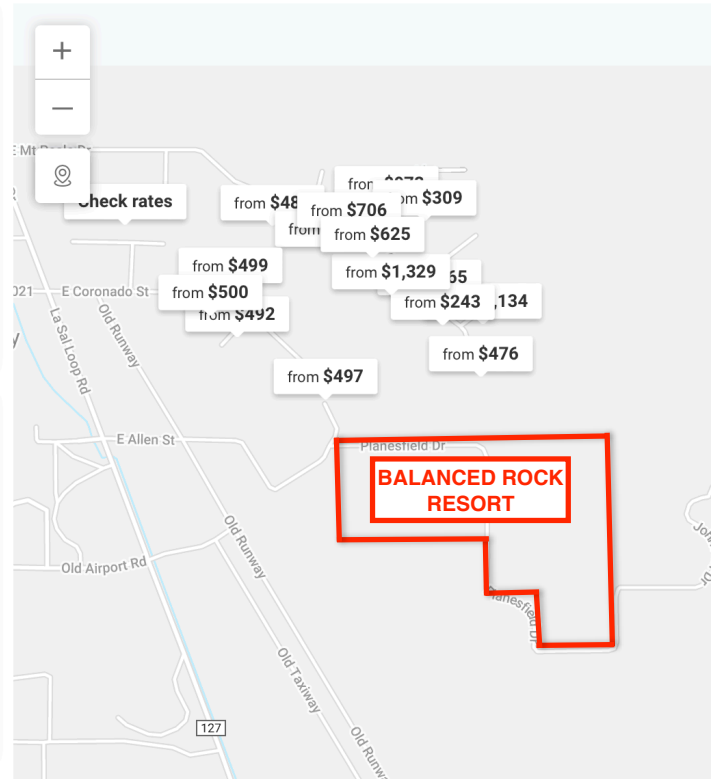


Exhibit E

The Site Master Plan was sent separately as a standalone document.

Exhibit F**Effective 5/5/2021****10-9a-507 Conditional uses.**

- (1)
 - (a) A municipality may adopt a land use ordinance that includes conditional uses and provisions for conditional uses that require compliance with objective standards set forth in an applicable ordinance.
 - (b) A municipality may not impose a requirement or standard on a conditional use that conflicts with a provision of this chapter or other state or federal law.
- (2)
 - (a)
 - (i) A land use authority shall approve a conditional use if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with applicable standards.
 - (ii) The requirement described in Subsection (2)(a)(i) to reasonably mitigate anticipated detrimental effects of the proposed conditional use does not require elimination of the detrimental effects.
 - (b) If a land use authority proposes reasonable conditions on a proposed conditional use, the land use authority shall ensure that the conditions are stated on the record and reasonably relate to mitigating the anticipated detrimental effects of the proposed use.
 - (c) If the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with applicable standards, the land use authority may deny the conditional use.
- (3) A land use authority's decision to approve or deny conditional use is an administrative land use decision.
- (4) A legislative body shall classify any use that a land use regulation allows in a zoning district as either a permitted or conditional use under this chapter.

Amended by Chapter 385, 2021 General Session

Site Master Plan

(draft)

Spanish Valley
San Juan County, Utah

March 29, 2023
(revised May 25, 2023)



Introduction

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

This Site Master Plan is a requirement found in Chapter 10 of the San Juan County Zoning Ordinance for a rezone to apply the Overnight Accommodations Overlay to the Property. This Site Master Plan has been adapted from the Community Structure Plan (CSP) that was submitted as part of a request to rezone the property to Residential Flex.

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

Statement (per Chapter 10, 5a)

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

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

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

The Overnight Accommodations will mean that the properties in the Resort will have a higher value than similar residences without the overnight application. This will result in increased property taxes being paid to the county. Along with the lodge, the residences will provide additional revenue to the county by way of paying the Transient Room Tax (TRT) that is required of short-term rentals.

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

(per Chapter 10, 5i - how the proposed development is consistent with both Plans)

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

Growth and Development Areas

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

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

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

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

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

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

Infrastructure

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

Phasing

The Spanish Valley Area Plan outlines the phased timing for future development: ***“Residential development should be implemented sequentially from north to south as part of a rational extension of municipal water and sewer services (Phases 1-6).”***

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

- ***Phase 1 – 700 acres:*** *Existing and undeveloped private lands.*
- ***Phase 2 – 950 acres:*** *Primarily residential neighborhood. Bulk of land in single ownership (SITLA) supports coordinated design and development, with higher density*

in the Central Neighborhood Development zone. Supports application of coordinated design and development principles. Includes a small neighborhood center, two regional parks and a community park as primary amenities/destination.

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

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

- ***Encouraging cluster developments to preserve open space.***
- ***Requiring residential development to locate within existing communities or within areas where services are provided at a level that will meet demand of development.***
- ***Ensuring that commercial and industrial development locate near existing utilities or pay for the extension of services needed themselves. (Some tools to make this more achievable are impact fees and development agreements.)***

The Spanish Valley Area Plan states some key principles that support the Balanced Rock Resort concept:

- ***The needs of the partially-developed Private Development Areas will be significantly different than the undeveloped areas to the south. The application of separate guidelines and ordinances for both areas should be considered.***
- ***Guidelines and ordinances...should encourage coordinated development of large tracts of land under single ownership. They should be easy to understand and promote planning and creative design.***
- ***Discouragement of strip development and encouragement of the establishment of centers, nodes and of destinations.*** [Note: The Highway Flex zone is a prime example of “strip” mentality. Balanced Rock Resort’s dispersed location on a utility spur to the immediate east of SITLA’s Neighborhood Center is a prime example of a tasteful destination community in the valley.]
- ***Clarification of minimum park and open space standards. Open space corridors should be encouraged for the location of stormwater detention facilities, trails, parks and to link neighborhoods to public lands.***
- ***The major road systems consist of four east/west roads linking development areas to US-191 and Spanish Valley Drive/La Sal Loop Road. A full range of collector and local roads should also be included, laid out in response to the natural topography and the valley landscapes.***
- ***The various Development Districts should encompass a wide range of residential uses and types to meet the full range of socio-economic and life-cycle needs of the Study Area. Densities should be higher in Central Development Areas, with lower-***

density/larger lot development focused in the outlying Perimeter Development Areas.

- *Major and minor streams and washes should be incorporated into the community structure as part of a Low-Impact Development (LID) approach where appropriate. **These systems should be coordinated with the regional park, open space and trails system.***

Economic Driver

“The San Juan County General Plan is not intended to be a static document. Rather, it is intended to be used on a regular basis to identify and direct where various activities will be located, the strategies of the county to encourage certain land uses and the requirements for their establishment, to identify priorities for county actions, and resource allocation decisions, and to identify provisions of required services and their adopted standards.” (p. 6, San Juan County General Plan)

During the San Juan County Board of Commissioners Meeting on January 17th, 2023, a resolution was passed encouraging economic development, a renewed effort to improve zoning to increase economic development opportunities, and a commitment to work with developers, property owners, and the public in bringing vitality and growth to San Juan County.

Northern San Juan County is sited beautifully to prosper from the wide variety of recreational opportunities that draw residents and visitors to the greater Moab area. **San Juan County can, and should, obtain a bigger share of the profits these assets create.**

“The County has many natural assets that can provide a strong economic foundation. There is an unparalleled concentration of national and state parks, monument, recreation areas and abundant natural resources. The County also provides an attractive quality of life for those looking for open space, low levels of crime, and a strong community atmosphere.” (p. 22, San Juan County General Plan)

“Many residents see tourism as the most promising economic resource. Much of the growth in government jobs has been attributed to education and social service programs addressing the poverty and education gap in the region. Economic development is a priority of all county residents.” (pp. 140-141, San Juan County General Plan)

The Balanced Rock Resort, with an Overnight Accommodations Overlay, can add significantly to the transient room taxes, and add to property values that will result in higher taxes paid to San Juan County. The Resort will draw residents and visitors from the already insufficient housing and lodging options in Moab.

The project will be a quality “anchor tenant” that will positively influence how SITLA’s Neighborhood Center evolves with services and amenities that will be patronized by the visitors and residents of Balanced Rock Resort. A variety of service venues (restaurants, coffee shops, grocery stores, wellness businesses and the like) will benefit from the Resort’s population base and will be within walking or biking distance. **Balanced Rock Resort and SITLA’s Neighborhood Center will create a symbiotic relationship.**

The net result will be increasing the taxes paid to the county, and helping provide a stronger base population to support the businesses that will reside in the future Neighborhood Centers sited along Spanish Valley Drive. The Resort will help even out the disparity between Grand County and San Juan County when it comes to revenue derived from residents and visitors.

“While neighboring Grand County shifted to a tourism economy, San Juan County remained reliant on agriculture and other services. While residents would like to see agriculture, grazing, and timber preserved, the services, government, and non-farm proprietor sectors are now projected to create the most jobs in coming decades.” (p. 140 of San Juan County General Plan)

The San Juan County General Plan references a Kem C. Gardner Policy Institute (“Policy Institute”) Profile on Travel & Tourism in Utah, dated 2015, and states that in San Juan County in 2015 the Average Daily Room Rate was \$100.04, and the occupancy rate was 56.8%, both are below the State average. And, that the transient room tax generated in San Juan County in 2015 was \$840,929.

A more recent Policy Institute analysis (The State of Utah’s Travel and Tourism Industry 2021)* offers some interesting, updated information on visitor spending and tax revenue. It is interesting to compare the data regarding San Juan County and Grand County (Please see SMP Exhibit: D). San Juan County can do more to capture more of the revenue generated by visitors to the area.

*Kem C. Gardner Policy Institute, The State of Utah’s Travel and Tourism Industry 2021, February 2023: <https://gardner.utah.edu/wp-content/uploads/TT-Report-Feb2023.pdf>

As a disclosure, some principles of “Gardner” of “Gardner Plumb LLC” are affiliated with the Policy Institute.

Affordable Housing

While the Balanced Rock Resort community will not solve the affordable housing situation discussed in the San Juan County General Plan, the seven duplexes and one fourplex reserved for employees and locally employed persons, can provide homes for 18 families.

*“Spanish Valley - ...there will be approximately 68 households in need [of affordable housing] by 2030. With the current supply of 31 affordable units, **there will be a need for 37 more affordable units by 2030.**”* (p. 52, San Juan County General Plan)

In accordance with the guidance in the San Juan County Plan, Balanced Rock Resort will work with the county to utilize federal and state tax credits to subsidize housing to make it more affordable and utilize rental assistance programs available at the federal and state level.

“It is expected that the new infrastructure in the Spanish Valley area will facilitate a significant amount of residential development, some of which could be directed toward workforce housing.” (p. 53, San Juan County General Plan)

Site Plan (per Chapter 10, 5h)

Please refer to the draft layout as you read the following pages. (SMP Exhibit: E)

1. Name of Planned Community

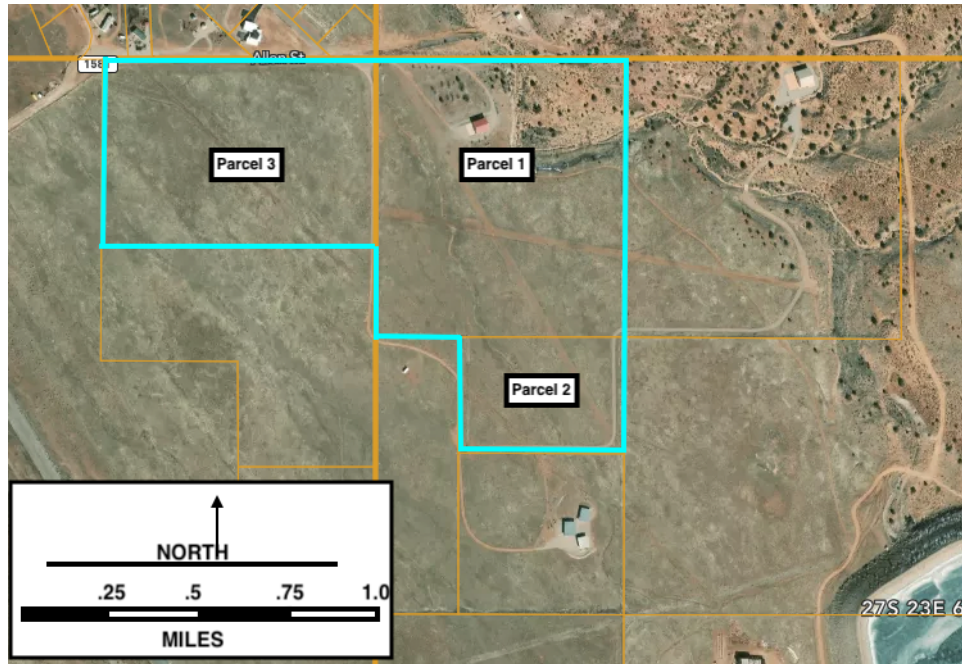
Balanced Rock Resort

2. Name, Address, and Phone Number of Applicant and Property Owner

Property Owner: Elkin Spielman Charitable Remainder Trust
Karl Spielman and Melinda Elkin
404 W. Main Street, #123
Cortez, CO 81321
435-260-1383

Applicant: Gardner Plumb LLC
Jim Schnepel
201 S. Main Street, Suite 2000
Salt Lake City, UT 84111
801-231-3666

3. Site Master Plan Location, Legal/Boundary Description and Acreage (“Property”)



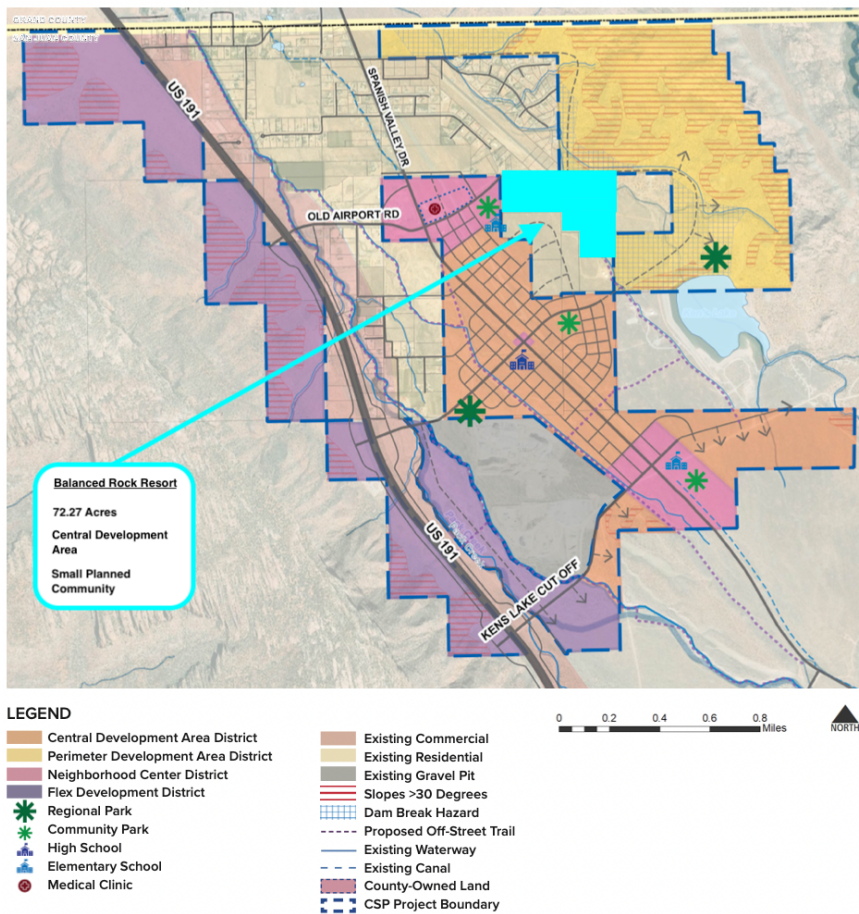
Parcel 1:
Township 27 South, Range 23 East, SLBM
Section 6: Lot 2
Parcel No: 27S23E063001

Parcel 2:
Beginning at a point which is South 89° 55' East 391.9 feet and North 767.4 feet from the West $\frac{1}{4}$ corner of Section 6, Township 27 South, Range 23 East, SLM, and proceeding thence North 552.7 feet to a corner, thence South 89°57' East 788.1 feet to a corner, thence South 552.7 feet to a corner, thence North 89° 57' West 788.1 feet to the point of beginning
Parcel No. 27S23E063000

Parcel 3:
Beginning at the Northeast corner of Section 1, Township 27 South, Range 22 East, SLM, and proceeding thence with the East line of said Section 1, South 0° 04' West 867.3 feet to a corner, thence South 89° 58' West 1321.3 feet to a corner, thence North 0° 04' East 869.4 feet to a corner, thence with the North line of said Section 1, South 89° 56' East 1321.3 feet to the point of beginning.
Parcel No. 27S22E010001

4. Proposed Land Use District Boundaries and Acreages

This map was taken from SITLA’s South Valley Community: Community Structure Plan (dated August 2, 2022) and modified to illustrate how a rezone will correlate with what is planned for the greater area.



As mentioned above, Balanced Rock Resort will be a complementary addition to what is planned in the surrounding SITLA lands. The Resort abuts **SITLA’s planned Neighborhood Center District** which is planned to be a:

“Mix of residential, office, commercial and similar uses proposed as part of creating a discernible mixed-use community. Uses may be mixed vertically or horizontally. 30% of acreage is assumed to be dedicated to trails, open space, local parks, etc. It is assumed that 50% of developable area will be dedicated to residential uses with an average density of 8 units per acre. The remaining 50% of the developable area is assumed as office, commercial and similar uses with a F.A.R. of 0.25.” (p. 9 of South Valley Community: Community Structure Plan, August 2, 2022)

5. Maximum Number of Dwelling Units and Acreages, and Graphic Presentation
(per Chapter 10, 5f)

Gross Acreage: 72.27 acres (per survey)

Maximum Project Density (as allowed by ordinance)

Land Use Table: Acres and Density (maximum density)

ACRES	MAXIMUM SQ. FT. NON RESIDENTIAL*	MAXIMUM UNITS/ROOMS	MAXIMUM ERUs**	DESCRIPTION
72.27			289	Number of units/ERUs allowed at 4 units/acre density***
33.10		250	250	Single-family, duplex, work/play townhomes/condos
5.00	45,000	130	39	130 Lodge rooms converted to units at 30% rate
			289	Total ERUs
3.06				Community space, including clubhouse and grounds
	5,800			Clubhouse (acres are noted above)
16.6				Open space

* The Lodge maximum square footage figure is for the main level. It is anticipated to have additional levels.

** ERUs = Equivalent Residential Units

*** The Central Development Areas allow for "4-5 residential units/ERUs per acre."

(Due to some ambiguity in the Spanish Valley Ordinances, 5 units/ERUs per acre may be permitted in the PC Residential Flex zone.

If needed, the applicant may apply to obtain a bonus density under the PUD ordinance.)

Anticipated Project Density (per conceptual layout)

Land Use Table: Floor Area Ratios (FAR), and Acres by Lot Type (based on the conceptual layout)

LOT TYPE	LOT QTY	TOTAL UNITS	BUILDING FOOTPRINT SF	TYPICAL LOT SF	FAR	TOTAL ACRES BY LOT TYPE	LOT TYPE AS % OF TOTAL ACRES*	NOTES
Single-Family "5k SF Lots"	41	41	2,200	5,500	40.0%	5.2	7.2%	
Single-Family "10k SF Lots"	46	46	3,500	10,000	35.0%	10.6	14.6%	
Single-Family "12k SF Lots"	6	6	3,500	12,000	29.2%	1.7	2.3%	
Single-Family "37k SF Lot"	1	1	5,865	36,918	15.9%	0.8	1.2%	SF equals hangar plus a to-be-built home.
Duplex	37	74	2,800	10,450	26.8%	8.9	12.3%	There will be 2 living units per lot, for a total of 74 units.
Live, Work, Play Townhomes	34	34	2,400	4,400	54.5%	3.4	4.8%	
	165	202				30.5	42.3%	Totals
4-Plex (Employee/Affordable)	1	4	5,600	14,787	37.9%	0.3	0.5%	The 4-plex will have a total of 4 units.
Duplex (Employee/Affordable)	7	14	2,800	9,900	28.3%	1.6	2.2%	There will be 2 living units per lot, for a total of 14 units.
	8	18				1.9	2.7%	Totals
Lodge	1		45,000	152,024	29.6%	5.00	6.9%	The Lodge lot is 3.49 acres + 1.51 acres for parking.
Clubhouse	1		5,800	133,294	4.4%	3.10	4.3%	
Open Space	MISC.					16.52	22.9%	
Overflow/RV Parking	MISC.					1.08	1.5%	
Streets	MISC.					13.43	18.6%	

* Total acres of project: 72.27

NOTE: The Affordable housing for the duplexes will target Affordable and/or Moderate-Income ranges for locally employed persons.

Total number of overnight accommodation units (per conceptual plan)

- The conceptual plan shows 239 Units/ERUs (Equivalent Residential Units) that will be allowed to provide overnight accommodations:
 - 202 Residential Units
 - 130 Lodge Rooms, which equals 39 ERUs
- The 239 Units/ERUs on 72.27 acres equals a density of 3.3 units/acre

Although the underlying density would allow for a higher concentration of units, planned communities like Balanced Rock Resort are more concerned with tasteful design for the residents and visitors than about maximizing density at the expense of amenities.

Parking Spaces

- Each residential unit will have the minimum number of parking spaces required by the ordinance.
- The Lodge has a 1.51 acre parking lot.
- There is an Overflow/RV Parking lot of 1.07 acres available to all users of the Resort, and we are working on identifying supplementary overflow parking areas if more are needed.
- Use of the Overflow/RV Parking will be encouraged.

Employee and Affordable Housing

The Balanced Rock Resort's conceptual plan has been modified to add Employee and Affordable housing along the north end of the project:

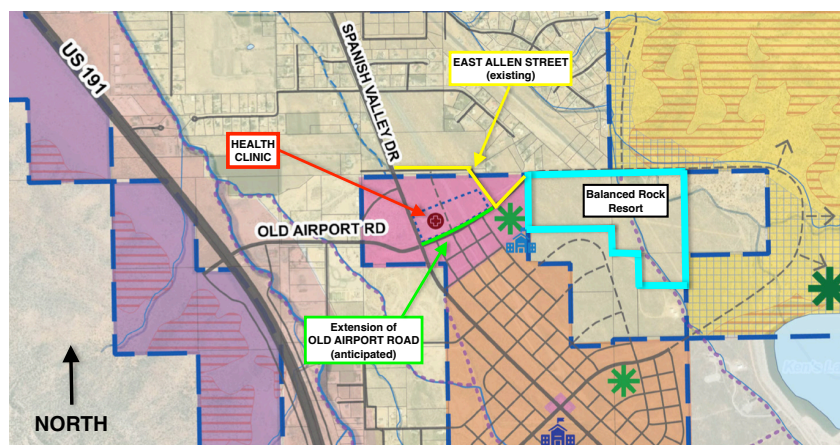
- The **4-plex lot** (4 units, each with 2 bedrooms) is set-aside primarily to provide employee housing for the Lodge. Should the Lodge not get built, or if employee housing is not in demand for the Lodge, the secondary priority will be to provide housing for employees working at the Balanced Rock Resort. A tertiary priority will be to provide housing to persons who are locally employed in Spanish Valley or Moab Valley. The 4-plex will not allow overnight rentals.
- The **seven duplex lots** (14 units) are set-aside for purchase by persons who are locally employed, with priority to those working within the Balanced Rock Resort. These duplex owners may rent only to locally employed persons, and the units cannot be used for overnight rentals. If the lots cannot be sold to a locally employed person (within a yet to-be-determined amount of time) they may be sold to someone not locally employed, but still can only be rented to locally employed persons, and still with no overnight rentals being allowed.

Future Transportation System

It is anticipated that the Balanced Rock Resort community will primarily be accessed via a new road which will be an extension of Old Airport Road, which currently goes from US-191 to Spanish Valley Drive.

One half of this future road extension has been identified along the south edge of the 10 acres that the county owns just east of Spanish Valley Drive (where the health clinic is located). SITLA has committed to provide the other half of the land needed in the Purchase and Sale Agreement that covered the acquisition of the 10 acres by the county. This future road is shown in SITLA's latest plan and will connect to the southern point of the "V" of East Allen Street. Once completed, it will provide Balanced Rock residents a direct route to Spanish Valley Drive and US-191. (Please see SMP Exhibit: C for the Record of Survey.)

Balanced Rock Resort will participate in the construction of the extension of Old Airport Road to join with East Allen Street.



Ideally, there will be a cycling and pedestrian path along the side of the road from Balanced Rock Resort to the Neighborhood Center, and on to Spanish Valley Drive.

The Balanced Rock Resort will also connect to adjoining land, with roads being planned to access properties to the east, west and south (where another subdivision is being planned). We strongly believe in coordinating with other landowners to ensure that roadways will effectively serve existing and future land uses.

The conceptual plan for the Balanced Rock Resort community shows proposed road alignments, ROW widths, and trails (for pedestrians and bicyclists) that will connect residents and the community to open spaces, and neighboring properties. It was designed to work with SITLA's most recent plan.

Dedication of Roads

As some of the roads within the Resort will be thoroughfares for the public to access neighboring land and developments, Balanced Rock Resort would prefer to build all roads to the county spec with intent of future dedication to the County. A thoroughfare used by the public for 10 years becomes public domain, per state law. (This preference follows the commentary made during the San Juan County Planning Commission Meeting on February 9th, 2023.)

Traffic (per Chapter 10, 5g)

Please see SMP Exhibit: F for an analysis of the traffic that will be generated by the project. Chapter 10 (Overnight Accommodations Overlay) of the Ordinance requires an analysis of traffic, whereas the Chapters for developing in SVR or Residential Flex do not. Thus, the traffic analysis compares the potential effects of the Overlay in contrast to what could be built without an Overlay.

Developing a subdivision under SVR or Residential Flex allows for 4-5 units per acre, which would be 289-361 units given the 72.27 acres. Balanced Rock Resort's density is designed to be less than the 289-361 maximum allowable units, in part due to not developing the northeast corner of the property that is more challenged topographically, but also in part due leaving a large central open space in the middle of the community to enhance the livability for residents and guests. The density proposed in the draft layout will result in less traffic than if the land were developed with the goal of maximizing every foot to hit the allowable density.

Any traffic noise that would increase and affect the existing area can be mitigated by building the extension of Old Airport Road. Traffic would also flow better to Spanish Valley Drive and on to US-191 with this extension. Of course, the added traffic volume from Balanced Rock Resort will become less consequential in comparison to the traffic that will be generated as the SITLA Neighborhood Centers and residential developments are built.

7. Water Sources, Flood Control, and Major Utilities and Easements

Utilities

Major utilities run along the north border of the property, including water, sewer, and electricity. The electricity lines include 3-phase power, which is a unique asset not found everywhere. Natural gas is at the northwest property corner, and a smaller gas line (not adequate to serve the new development) runs to an existing structure. (Please refer to SMP Exhibit: A).

A lot of money has been invested by the County and others to run utilities along the north edge of the property. Sewer lines, water lines (from the new water tank) and 3-phase power (from the new well) are assets that the County can capitalize on by approving uses in the area that will benefit from this new infrastructure. Also, some of the costs to install the infrastructure may be recaptured as users connect to them.

It is anticipated that culinary water and sanitary sewer services will be provided through the San Juan Spanish Valley Special Service District. The property falls within that area that The San Juan County Spanish Valley Area Plan (April 17, 2018) identified as being the first or second phase of development for the area, and that it would draw from the existing 5,000 acre-feet of water supply. The project has received an initial approval that the Special Service District will be able to provide service (see SMP Exhibit: B).

Easements

Please refer to the conceptual plan for the Balanced Rock Resort to see other easements that affect the property. We plan to work with the neighboring property owners who benefit from those easements to work on realignments of the easements that currently interfere with the development of the project.

Well

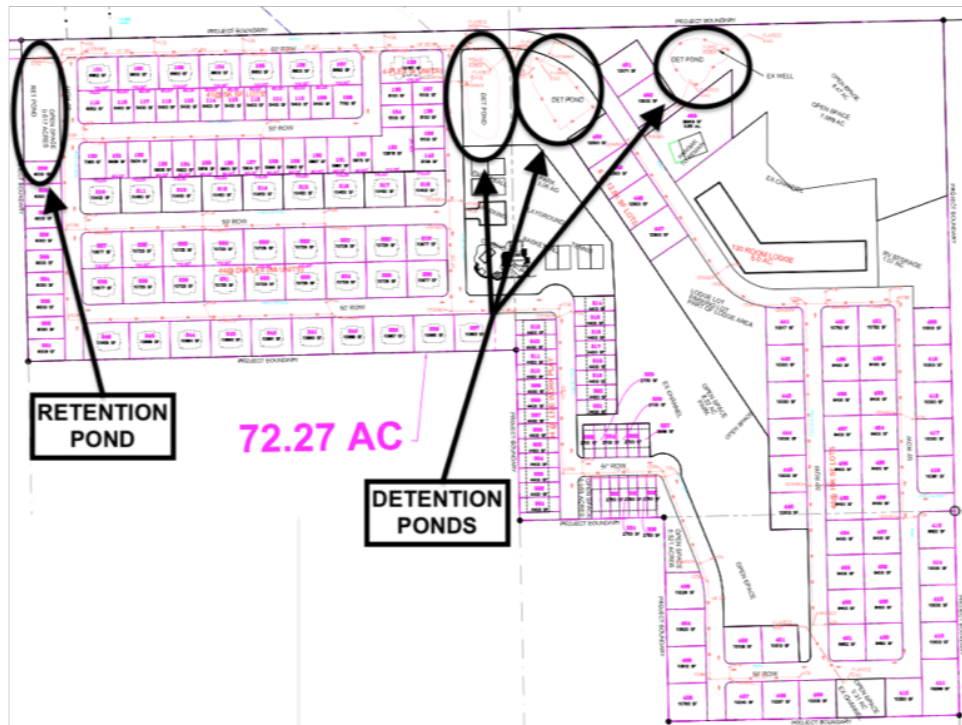
There is an existing well identified on the conceptual layout. Water from the well may be used for irrigation, at least initially to help establish new plants and trees.

Storm Water Management

The conceptual plan includes measures to mitigate surface and storm water. Low Impact Design (LID) storm water practices shall be required wherever possible.

Detention ponds are planned that will slow and control surface water prior to releasing it into an existing water channel.

A **retention pond** is planned that will retain surface water and allow it to absorb into the ground.



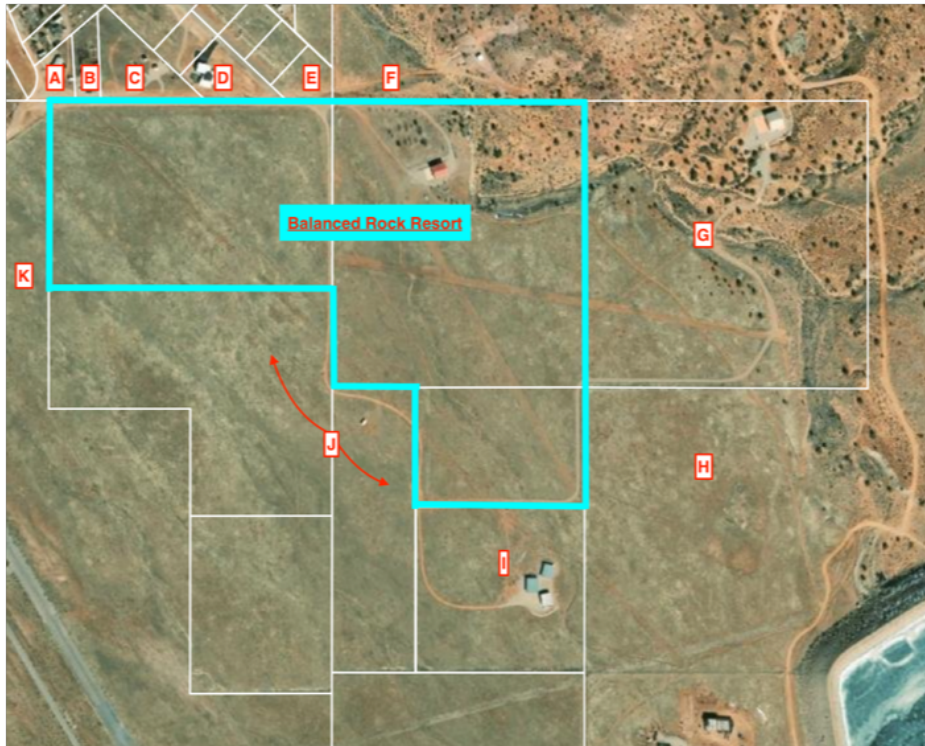
The detention ponds to a degree, and the retention pond more so, will allow storm water to seep into the ground and into the aquifer. Further, the Resort will work with the County to identify methods to increase recharge of the aquifer, and to protect public drinking water.

Flood Zones

There are no known FEMA designated flood zones for the property.

8. Adjacent Parcels

This map and table show the adjacent parcels, their owners, and their uses.



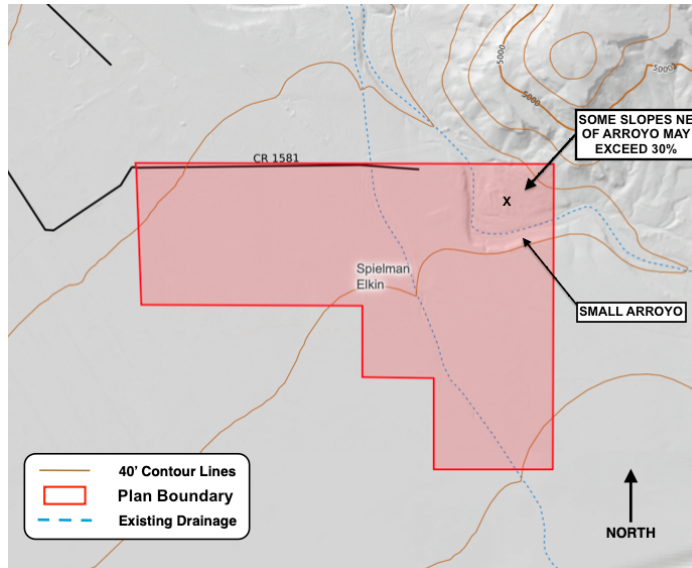
MAP IDENTIFIER	PARCEL NUMBER	USE	OWNER
A	000450000030	One house	Ronald Tazz Robinson and Kellie Warden
B	000450000040	One house	James Peter Patterson; Kimberly J Jacobs
C	000450000050	One house	James Peter Patterson; Kimberly J Jacobs
D	000640000050	One house	Business Resolutions, LLC
E	640000010	Vacant	Business Resolutions, LLC
F	T26S R23E	Vacant*	SITLA
G	27S23E062400	Hangar	Stephen P & Kathleen M Johnston
H	T27S R23E	Vacant*	SITLA
I	27S23E063600	One house	Timothy & Beverly B O'Neill
J	27S22E010002	Vacant*	ECP Spanish Valley, LLC
K	T27S R22E	Vacant*	SITLA

* Owner intends to develop the property

9. Topography and Form (per Chapter 10, 5b)

The following map shows the 40-foot contours and significant topographic features within or adjacent to the Property. A more detailed topographic map can be found in the conceptual layout.

Most of the property is relatively flat, or moderately sloped, and is conducive to development. The high hill to the northeast provides some natural isolation to that area of the property.



The few areas of the property where slopes that exceed 30% (the small arroyo where water seldomly flows, and some of the Property in the northeast corner, as indicated on the map above) have been avoided. This area is being left for open space, with trails being planned.

There are no known FEMA-designated floodplains, or riparian areas on the Property.

We are unaware of any significant geological, biological, or archeological sites on the Property. Discussions with the County Planning office resulted in the same conclusion. A geotechnical study was performed to support engineering as the project progresses.

10. Existing and Proposed Secondary Water Rights, Shares and Usage

This table shows the existing water rights that are within the Site Master Plan boundary. It is anticipated that the project will use water from the existing well for irrigation.

STATUS	WATER RIGHT	ACRE FEET	EXISTING USE	FUTURE USE
EXISTING	05-2779	6.73	Irrigation and culinary	Irrigation
EXISTING	05-2730	19.374	Irrigation and culinary	Irrigation

11. Open Space Plan

As currently planned, the community will have approximately 19.62 acres of publicly accessible open space, which will feature trails, natural landscape, pickleball/tennis/basketball courts, swimming pool, playground, and clubhouse. The 19.62 acres of open space is about 27% of the total project area.

The open space is primarily broken into two major areas, with the first (approximately 11.28 acres) running north-south following a natural drainage through the heart of the development, and the second (approximately 7.96 acres) sited in the northeast corner of the property where greater privacy will be felt.

12. Major Public Infrastructure Standards

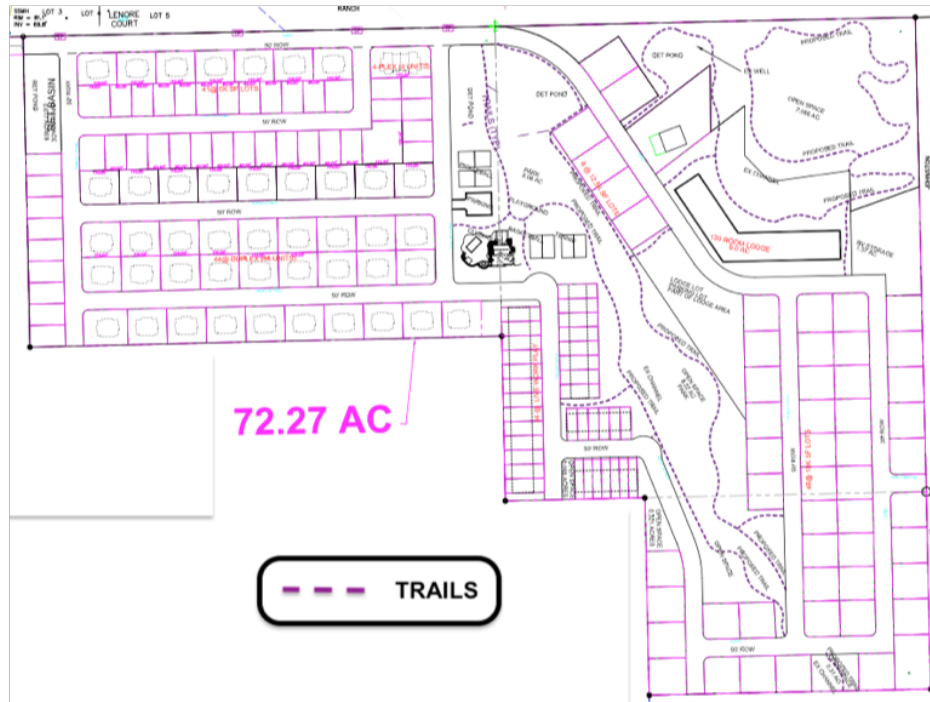
Streets

All streets will be paved and will meet the county's road specs. The street rights-of-way are fifty feet wide. As mentioned above in Section 6, Balanced Rock would like to work with the County on road dedications.

We do not anticipate including street furniture.

Sidewalks/Trails

To maintain an essence of the rural feel of Spanish Valley the streets and lots have been purposefully designed to not have sidewalks. There will be a network of trails for residents and visitors to enjoy in the open spaces. The trails within the central open space will be approximately 5-6' wide and will be finished with crushed gravel to ensure durability. The trails in the northeast portion of the property will follow a more natural style and will be more of a hiking path that you would find in a wilderness setting. There will be some benches provided along the trails. The proposed trails are identified by dotted lines:



Community Lighting

Dark sky preservation will be the prevailing theme. Limited public lighting will be provided. All lighting will be high quality and commercial grade, “Dark Sky” compliant, and will meet the requirements in the county code.

Clubhouse and Grounds

The clubhouse and associated amenities will be built early in the development of the project. On approximately 3 acres there will be a clubhouse, pool, pickleball and tennis courts (which may double as a basketball court), and a playground. The proposed locations are shown on the conceptual plan. Following, are photos of some amenities we built for a community we developed in St. George, UT:



13. Building Standards

Comprehensive CC&Rs will be developed and applied to the community once all details are finalized with the County.

Architectural Form

To create a community that fits into the natural environment and setting, the Balanced Rock community will advance architectural design standards that will create a cohesive-looking community. The design standards will apply to single-family, duplexes, townhomes (live/work/play), fourplex, clubhouse and lodge.

Currently the Modern Desert style of architecture best captures our vision for the look and feel we like for the community. Here are some examples of the style:



The design, but not the Modern Desert style, of the live/work/play townhomes is represented by this photo:



The use of appropriate exterior materials for all structures will be chosen regarding colors that fit into the desert landscape, and for their permanence and resilience for maintenance.

Structure setbacks will conform with San Juan County codes.

Plumbing, maintenance, and mechanical equipment will be located on the interior of buildings whenever possible. If it is necessary to locate such features outside of a building or on roofs, they will be screened using parapet walls, high-quality site walls, and other screening methods that match the quality and look of the structure.

Walls and Fencing

To maintain a sense of open space and community, the use of walls or fences to separate lots will be discouraged unless they are made of high-quality materials (concrete, stone, adobe, etc.) and built with changes in height or other design features to enhance architectural interest. Fences, if any, will be made of metal (wrought iron or similar) or wood of a design that falls within the Modern Desert theme. Plastic/vinyl and chain-link fencing will not be allowed.

Overflow and RV/Trailer Parking

Residents and visitors will be encouraged to park RVs and trailers in the overflow parking lot.

Landscaping and Irrigation

Water-wise landscaping will be mandated and will follow the Spanish Valley Water Efficient Landscape ordinance to ensure that the water resources available in the region are used wisely and conserved. It is anticipated that the minimal landscaping that will be required near the clubhouse will be drawn from the existing well and the water rights associated with it. Depending on County and health department restrictions, the re-use of gray water may be an option to minimize water use for landscaping.

All areas of lots and parcels not designated for open space, parking, buildings, or other hard surfacing shall be landscaped and properly maintained. The well water will be used to help establish drought tolerant plants and shrubs.

Designated open space shall remain in a natural condition and properly maintained. A small grass area may be planted in the immediate area of the playground and pool area.

Maintenance

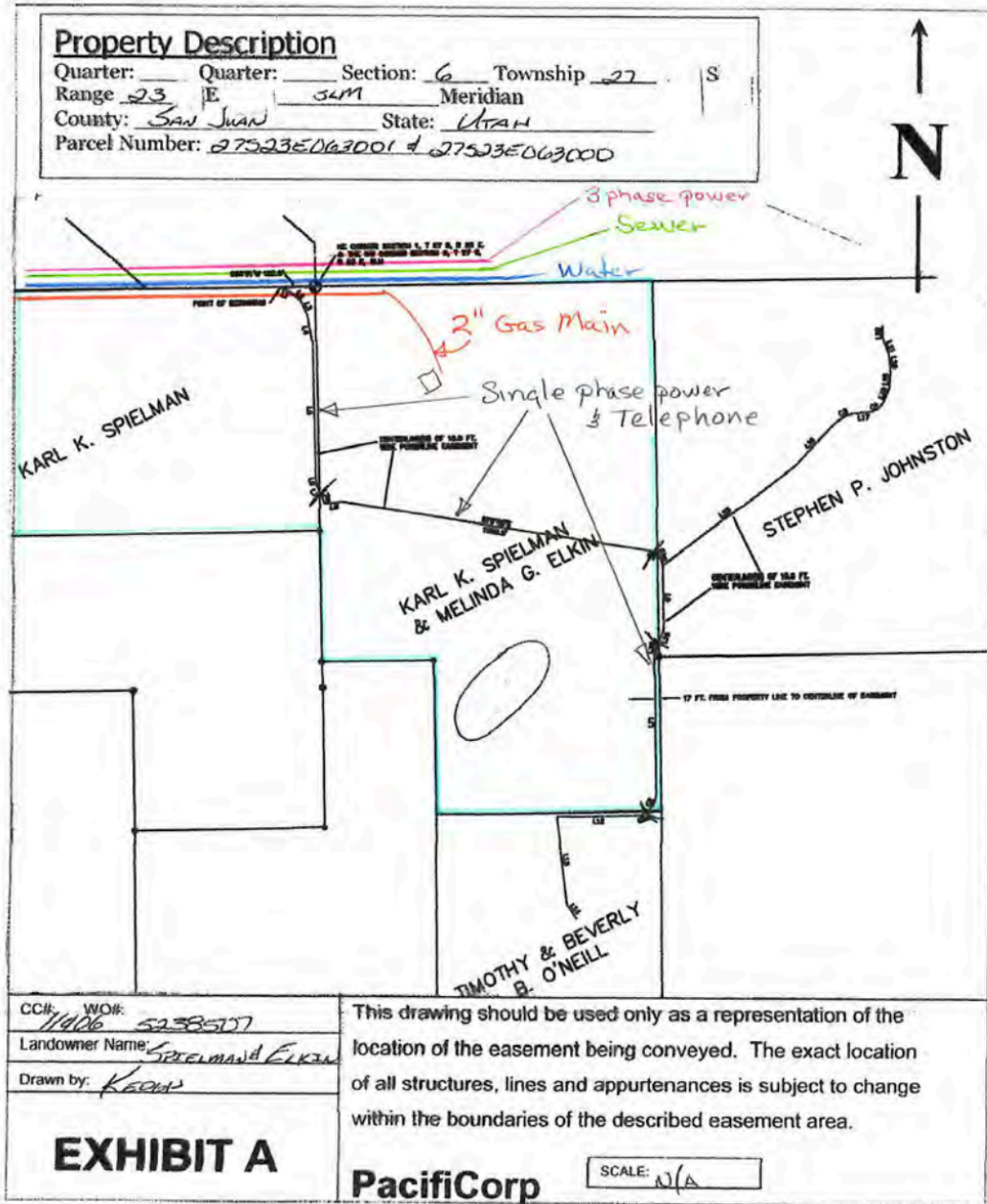
Property owners will properly maintain all private areas of individual lots or parcels.

A Homeowners Association (HOA) will be established to manage the maintenance of all common area improvements including buildings, open space, recreational facilities, roads, fences/walls, utilities, landscaping, walkways, streetlights, and signs not specifically dedicated to or accepted for ownership or maintenance by San Juan County or other incorporated entity. The HOA will collect fees from lot owners to cover these costs.

We look forward to working with the County to refine this draft Site Master Plan.

End

SMP Exhibit: A



SMP Exhibit: B



San Juan Spanish Valley Special Service District

64 E Tangren Ln – 375 S Main St #234 – Moab, UT 84532
435-459-4121

Date: January 20, 2023

Property Owner: Elkin Spielman Charitable Remainder Trust

Mailing Address: 404 W. Main Street, #123

City: Cortez State: Colorado Zip: 81321

Phone: 435-260-1383

E-Mail: 2karlspielman@comcast.net

Contact Person(If Different): Jim Schnepel

Contact Phone: 801-231-3666 jbschnepel@yahoo.com

Property Developer
Gardner Plumb LLC
201 S. Main Street, Suite 2000
SLC UT 84111

Service Address: 185 S. Planesfield Drive, Spanish Valley

Development Name
Balanced Rock Resort

Parcel Number: 27S23E063001, 27S23E063000, 27S22E010001

Requested Services: Sewer and Water service

Need Service For
216 Residential Units:
98 Single Family Houses
84 Duplex Units (42 buildings)
34 Townhomes (Live/Work/Play)
216 Total
130 Lodge Rooms

Project Type Residential Commercial Industrial

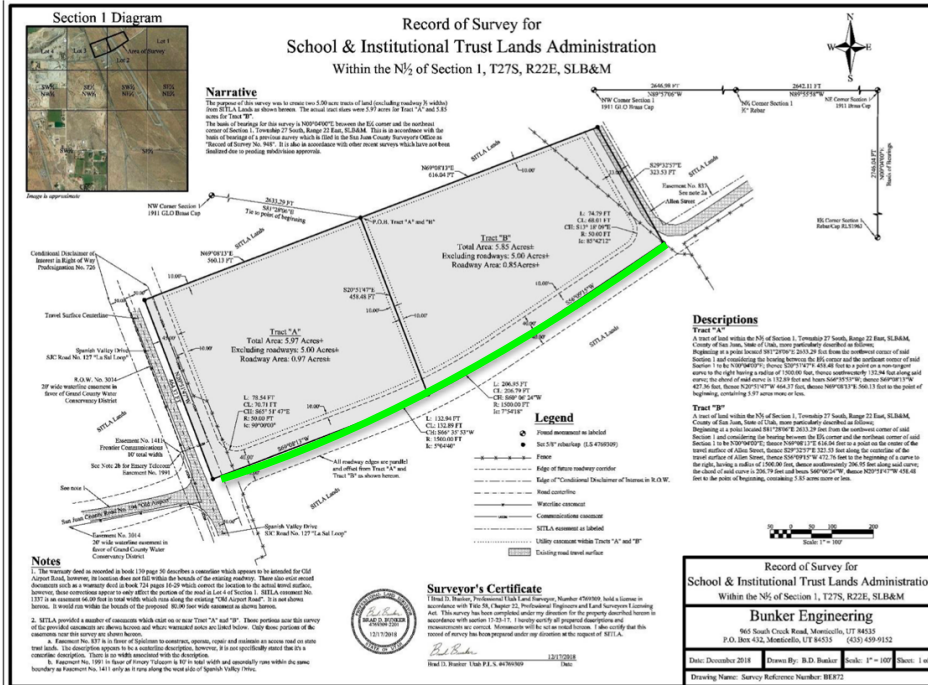
Meter Size Requested Various

Authorized Signature:

Date: January 23, 2023

This approval is A PRELIMINARY proof of service availability. SJSVSSD REQUIRES A WILL SERVICE APPLICATION, FEE AND DEVELOPMENT REVIEW PRIOR TO FINAL APPROVAL

SMP Exhibit: C





SMP Exhibit: D**The State of Utah's Travel and Tourism Industry 2021****February 2023****Kem C. Gardner Policy Institute**

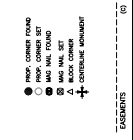
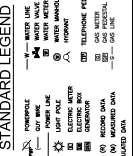
Selected excerpts:

- Two-Year Change in Leisure & Hospitality Taxable Sales, 2019-2021:
 - **San Juan County = -7.0%**
 - Grand County = 51.5%
- Percent Change in County Transient Room Tax Revenue by County, 2019-2021:
 - **San Juan County = -16.00%**
 - Grand County = 54.6%
- **County Transient Room Tax Revenue Gains, 2019-2021:**
 - **San Juan County: -\$205,000**
 - **Grand County: \$3,107,000**
- Average Daily Room Rate (ADR) by County, 2021:
 - **San Juan County: \$126**
 - Grand County: \$174
- Percent Change in Average Daily Room Rate by County, 2019-2021:
 - **San Juan County: 0.8%**
 - Grand County: 18.7%
- Percent Change in Short-Term Rental Listings by County, 2019-2022:
 - **San Juan County: -7.4%**
 - Grand County: 2.4%
- Utah National Park Visitor Spending by Category, 2021:
 - **Lodging = 37.9%**
 - Restaurant = 17.0%
 - Recreation Industries = 8.6%
 - Retail/Shopping = 8.1%
 - Groceries = 6.7%
- Utah National Park Recreation Visitation by Park, 2019-2021:
 - Arches NP
 - 1,806,865 visitors in 2021
 - A 45.9% increase over 2020 (Covid had an impact)

SMP Exhibit: E



88 East Center Street
Moab, UT 84532
435.259.8171



PROJECT TYPE:
ALT/ANSPS LAND SURVEY

PROJECT ADDRESS:
71 81 Ave T27S, R22E,
Sec 1 and Sec 6, UT
Moab, Utah 84532

PROJECT LOCATION:
SAN JUAN COUNTY, STATE OF UTAH

PREPARED FOR:
Gardner Plumb, LLC

SHEET
1 OF 2

DATE OF PLAT MAP: 11/19/22
DATE OF PLAT MAP REVISION:

JOB NUMBER:
197-22

FLOOD DATA This community is not participating in the NFIP. There are no firm maps or flood insurance available.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE ALL UTILITIES, WHETHER SHOWN ON THE SURVEY OR NOT. PROS TO CONSIDER: THIS SURVEY HAS BEEN PREPARED USING AVAILABLE DATA. THE SURVEYOR DOES NOT MAKE GUARANTEES OF ACCURACY BASED UPON MAPS AND UTILITY LOCATES OF OTHERS.

ALT/ANSPS LAND TITLE SURVEY

LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 1, T27S, R22E, & THE NORTHWEST QUARTER OF SECTION 6, T27S, R23E, SLB&M

NOTES CORRESPONDING TO SCHEDULE B-II

AS PER COMMITMENT NO. 14692, DATED August 17, 2022 at 8:00 A.M.

- 1-13. "NOT A SURVEY MATTER"
- 14. All easements, rights-of-way, reservations and restrictions, however evidenced, as set forth in instruments of record including, but not limited to, the following:
 - a. Warranty Deed from William Thomas and Betty E. Thomas to Melinda G. Elkin dated April 30, 1998 and recorded May 12, 1998 in Book 768 at page 368, Entry No. 055172.
 - b. Warranty Deed from R. Eugene Robertson to Melinda G. Elkin dated May 5, 1998 and recorded May 12, 1998 in Book 768 at page 369, Entry No. 055173.
 - c. Warranty Deed from Norma E. Robertson to Melinda G. Elkin dated May 7, 1998 and recorded May 12, 1998 in Book 768 at page 370, Entry No. 055174.
 - d. Quitclaim Deed from Melinda G. Elkin to Melinda G. Elkin, et ux., dated April 30, 1998 and recorded May 12, 1998 in Book 768 at page 371, Entry No. 055175.
 - e. Quitclaim Deed from Melinda G. Elkin, et ux., to Karl K. Spielman and Melinda G. Elkin, Trustees under the Spielman and Elkin Revocable Trust dated June 14, 1999, dated July 1, 1998 and recorded July 5, 1999 in Book 779 at page 725, Entry No. 055846.
 - f. Quit-Claim Deed from Norma E. Robertson, et al., to Norma Robertson dated May 16, 2001 and recorded May 21, 2001 in Book 793 at page 214, Entry No. 063889.
 - g. Quitclaim Deed from Norma E. Robertson, et al., to Norma E. Robertson dated July 17, 2001 and recorded August 17, 2001 in Book 797 at page 755, Entry No. 064950.
 - h. Warranty Deed from Norma E. Robertson to Karl K. Spielman dated August 13, 2001 and recorded August 17, 2001 in Book 797 at page 755, Entry No. 064951.
 - i. Quitclaim Deed from Norma E. Robertson, et al., to R Eugene Robertson dated July 17, 2001 and recorded September 4, 2001 in Book 798 at page 295, Entry No. 064955.
 - j. Warranty Deed from R Eugene Robertson to Karl K. Spielman and Melinda G. Elkin, Trustees under the Spielman and Elkin Revocable Trust dated June 14, 1999, dated December 16, 2002 and recorded December 20, 2002 in Book 811 at page 362, Entry No. 067940.
 - k. Quit Claim Deed from Karl K. Spielman to Karl K. Spielman and Melinda G. Elkin, Trustees under the Spielman and Elkin Revocable Trust dated June 14, 1999, dated August 2, 2011 and recorded August 11, 2011 in Book 831 at page 831, Entry No. 113908.
 - l. Quitclaim Deed from Karl K. Spielman and Melinda G. Elkin, trustees of the Spielman and Elkin Revocable Trust dated June 14, 1999, and Karl Spielman, individually, and Melinda Elkin, individually to Melinda G. Elkin and Karl K. Spielman, trustees of the Elkin Spielman Charitable Remainder Trust dated May 4, 2018, dated August 11, 2022 and recorded August 11, 2022 in Book 1064 at page 442, Entry No. 171088.
- "SURVEY FINDINGS: EASEMENTS PLATTED AND LABELED"
- 15. Cross Easement Agreement between Karl K. Spielman and Melinda G. Elkin, Trustees under the Spielman and Elkin Revocable Trust dated June 14, 1999 and Timothy O'Neill and Beverly S. O'Neill executed April 18, 2003 and recorded April 22, 2003 in Book 814 at page 838, Entry No. 068806 and Declarations of Covenants, Commitments and Restrictions executed by Karl K. Spielman and Melinda G. Elkin, trustees of the Spielman and Elkin Revocable Trust dated June 14, 1999, et al., dated May 26, 2006 and recorded May 31, 2006 in Book 855 at page 268, Entry No. 085229.
- "SURVEY FINDINGS: EASEMENTS PLATTED AND LABELED"
- 16. Easement from Karl Spielman and Melinda G. Elkin, Trustees under the Spielman and Elkin Revocable Trust dated June 14, 1999 to Stephen Johnson, trustee of the Stephen P. Johnson Revocable Trust dated April 2, 1998, dated May 19, 2006 and recorded May 19, 2006 in Book 855 at page 23, Entry No. 087374.
- "SURVEY FINDINGS: EASEMENT PLATTED AND LABELED"
- 17. The easements and all agreements and other provisions set forth in the Easement executed by the State of Utah, by and through the School and Institutional Trust Lands Administration, as grantor and RD Carroll as grantees dated February 28, 1996 and recorded August 28, 1997 in Book 769 at page 2, Entry No. 1100230.
- "SURVEY FINDINGS: CENTERLINE PLATTED AND LABELED"
- 18. The easements and all agreements and other provisions set forth in the Agreement for grant, of, use of and Approval of Easement executed by RD Carroll, grantor and R Eugene Robertson, et al., as grantees, and approved by State of Utah School and Institutional Trust Lands Administration dated April 30, 1998 and recorded May 12, 1998 in Book 768 at page 346, Entry No. 11003370.
- "SURVEY FINDINGS: CENTERLINE PLATTED AND LABELED"
- 19. The easements and all agreements and other provisions set forth in the following:
 - a. Easement executed by the State of Utah, by and through the School and Institutional Trust Lands Administration, as grantor and The Spielman & Elkin Revocable Trust, Attn: Karl Spielman & Linda Elkin, as grantees dated September 21, 2004 and recorded December 22, 2004 in Book 833 at page 125, Entry No. 074815.
 - b. Amendment No. 1 to the Right of Way No. 837 executed by the State of Utah, by and through the School and Institutional Trust Lands Administration, as grantor and the Spielman & Elkin Revocable Trust, Attn: Karl Spielman 438-442, Entry No. 17816.
- "SURVEY FINDINGS: EASEMENT PLATTED AND LABELED"
- 20. All easements granted to PacifiCorp, its successors and assigns, including, but not limited to, the following:
 - a. Underground Right of Way Easement from Karl K. Spielman dated January 29, 2009 and recorded February 9, 2009 in Book 894 at page 472, Entry No. 100345.
 - b. Underground Right of Way Easement from Karl K. Spielman and Melinda G. Elkin dated January 26, 2009 and recorded February 3, 2009 in Book 904 at page 475, Entry No. 106346.
- "SURVEY FINDINGS: EASEMENTS PLATTED AND LABELED"
- 21. "NOT A SURVEY MATTER"
- 22. Claims that any portion of the Land is covered by a public street, road or easement.
"SURVEY FINDINGS: NO PUBLIC STREETS COVER SUBJECT PARCEL BUT PUBLIC UTILITY LINES LOCATED WITH SURVEY"
- 23. Access and rights of ingress and or egress from a dedicated street or highway are not disclosed of record, and such rights will be excluded from the coverage of our Policy.
"SURVEY FINDINGS: NOT A SURVEY MATTER"
- 24. "NOT A SURVEY MATTER"

SURVEYOR'S CERTIFICATION

TO STEWART TITLE GUARANTY COMPANY A TEXAS CORPORATION ANDERSON-OLIVER TITLE INSURANCE AGENCY, INC., GARDNER PLUMB, LLC, MELINDA G. ELKIN AND KARL K. SPIELMAN, TRUSTEES OF THE ELKIN SPIELMAN CHARITABLE REMAINDER TRUST DATED MAY 4, 2018.
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALT/ANSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 7A, 8, 9, 11a, 13, 16 & 19 OF TABLE THEREOF. THE FIELD WORK WAS COMPLETED ON OCT. 25, 2021

FIELD SURVEY: Lucas Blake License No. 7540504

Lucas Blake
License No. 7540504



11/19/22
DATE

LEGAL DESCRIPTION

Parcel 1:
Township 27 South, Range 23 East, SLBM
Section 6, Lot 2
Parcel No: 27S23E063001

Parcel 2:
Beginning at a point which is South 89° 59' East 391.9 feet and North 767.4 feet from the West 1/4 corner of Section 6, Township 27 South, Range 23 East, SLBM, and proceeding thence North 552.7 feet to a corner, thence South 89° 57' East 788.1 feet to a corner, thence South 552.7 feet to a corner, thence North 89° 57' West 788.1 feet to the point of beginning
Parcel No: 27S23E063000

Parcel 3:
Beginning at the Northeast corner of Section 1, Township 27 South, Range 22 East, SLM, and proceeding thence with the East line of said Section 1, South 0° 04' West 957.3 feet to a corner, thence South 89° 58' West 1321.3 feet to a corner, thence North 0° 04' East 699.4 feet to a corner, thence with the North line of said Section 1, South 89° 56' East 1321.3 feet to the point of beginning.
Parcel No: 27S22E010001

EXCEPTING all sub-surface and mineral rights.

Parcel 4:
The following non-exclusive easement:

A right of way for road purposes over and across a strip of land 25 feet on each side of the following described centerline in Section 1, Township 27 South, Range 22 East, SLB&M. The side lines of said strip to be shortened or lengthened to terminate at the property line.

Commencing at the N1/4 corner of Section 1, Township 27 South, Range 22 East, SLB&M, thence east along the north line of Section 1, a distance of 435.65 feet to the true point of beginning, thence South 30° 03' 21" East 514.79 feet, thence North 57° 12' 04" East 525.86 feet, thence North 25° 07' 55" East 1493.9 feet, thence East 121.0 feet (Basis of bearing is the north line of Section 1, more particularly being east between the N1/4 corner, a found 3/4" rebar, and the NE corner, a found GLO cap of Section 1, Township 27 South, Range 22 East, SLB&M) as set forth in the Amendment No 1 to Right of Way No. 837, dated October 27, 2022, and recorded November 9, 2022, in Book 1087 at pages 438-442, Entry No. 171816.

SURVEYOR NOTES

THE BASIS OF BEARING IS S 89° 56' E BETWEEN THE NORTH QUARTER CORNER AND THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 27 SOUTH, RANGE 22 EAST, SALT LAKE BASE AND MERIDIAN.

NO EVIDENCE OF RECENT EARTH WORK OBSERVED WITH SURVEY.

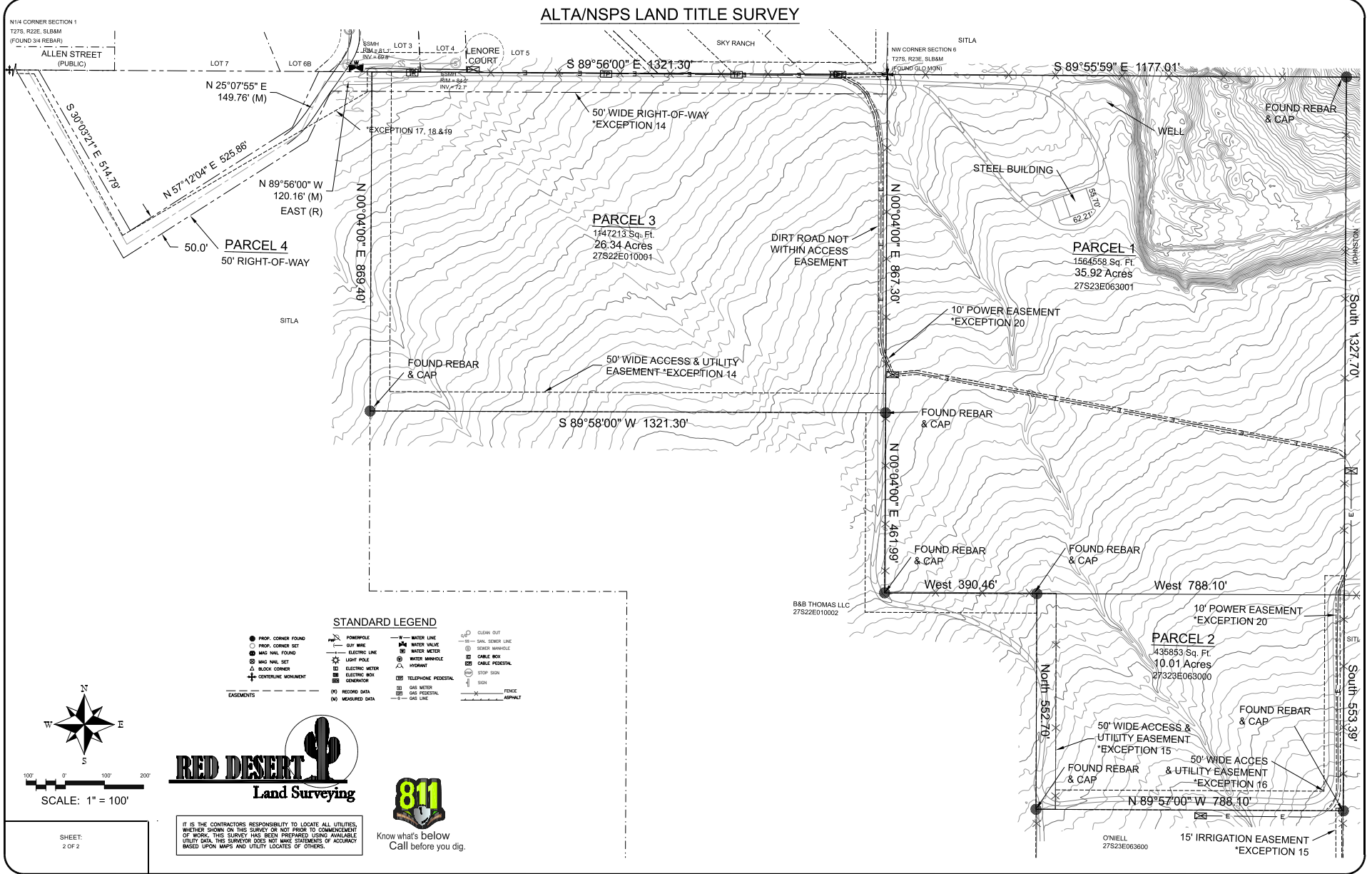


VICINITY MAP
NOT TO SCALE



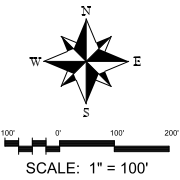
Know what's below
Call before you dig.

ALTA/NSPS LAND TITLE SURVEY



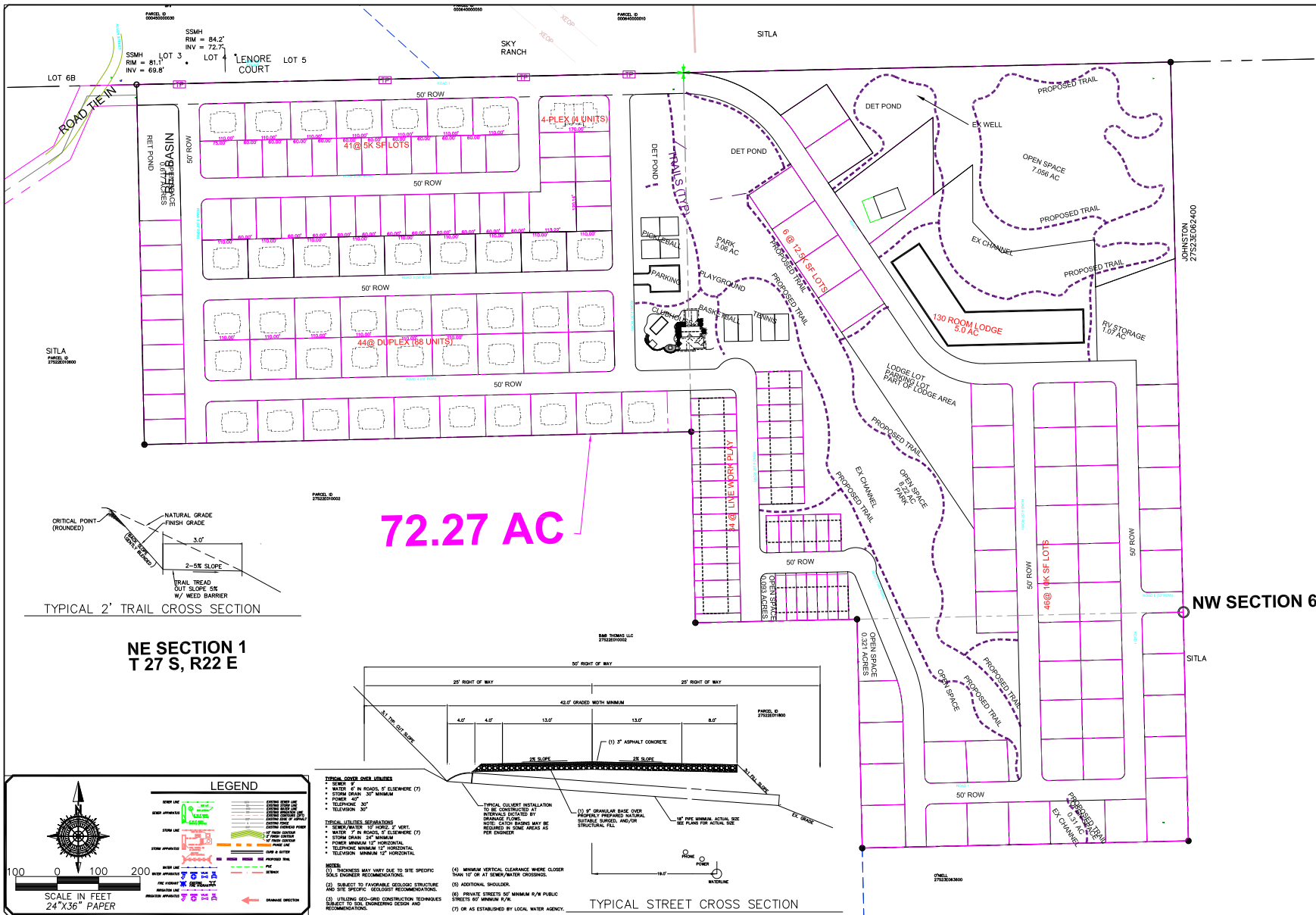
STANDARD LEGEND

● PROP. CORNER FOUND	— POWERPOLE	— WATER LINE	○ CLEAN OUT
○ PROP. CORNER SET	— GUY WIRE	— WATER VALVE	— DUAL TRIPER LINE
● MAG. NAIL FOUND	— ELECTRIC LINE	— WATER METER	— SENSER MANHOLE
△ MAG. NAIL SET	— LIGHT POLE	— WATER MANHOLE	— CABLE BOX
▲ BLOCK CORNER	— ELECTRIC METER	— HYDRANT	— CABLE PEDESTAL
— COORDINATE MONUMENT	— ELECTRIC BOX	— GENERATOR	— STOP SIGN
	— RECORD DATA	— TELEPHONE PEDESTAL	— SIGN
	— MEASURED DATA	— GAS METER	— FENCE
		— GAS PEDESTAL	— ASPHALT
		— GAS LINE	



IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE ALL UTILITIES, WHETHER SHOWN ON THIS SURVEY OR NOT PRIOR TO COMMENCEMENT OF WORK. THIS SURVEY HAS BEEN PREPARED USING AVAILABLE UTILITY DATA. THIS SURVEYOR DOES NOT MAKE STATEMENTS OF ACCURACY BASED UPON MAPS AND UTILITY LOCATES OF OTHERS.

SHEET: 2 OF 2



NO.	REVISION	DATE

DATE: 9-7-22
 DRAWN BY: CFP
 CHECKED BY: CFP
 SCALE: 1"=100'

GATEWAY CONSULTING, Inc.
 P.O. BOX 5108 SOUTH JUAN, UT 84005
 PH: (435) 733-0000
 gw@gatewayconsulting.com
 CIVIL ENGINEERING * CONSULTING * LAND PLANNING
 CONSTRUCTION MANAGEMENT

BALANCED ROCK RESORT
 SUBDIVISION CONCEPT
 OVERALL ROADWAY/TRAIL PLAN
 PRINT DATE: 3-23-2023

SAN JUAN COUNTY



SHEET NO. 5

SMP Exhibit F

March 29, 2023



RE: Balanced Rock Resort – Traffic Memo – San Juan County, UT

The following traffic memo identifies the projected traffic generation for the proposed Balanced Rock Resort Development located in San Juan County, Utah which is south of Moab, UT. The site is a proposed 72.27 acre parcel located southeast of the former Grand County Spanish Valley Airport. The proposed site is planning to include:

- 130 room Lodge
- 94 single family homes
- 44 duplexes (88 units)
- 4-plex
- 34 Live-Work units

Figure 1 shows the location of the site and Figure 2 indicates the proposed site plan.

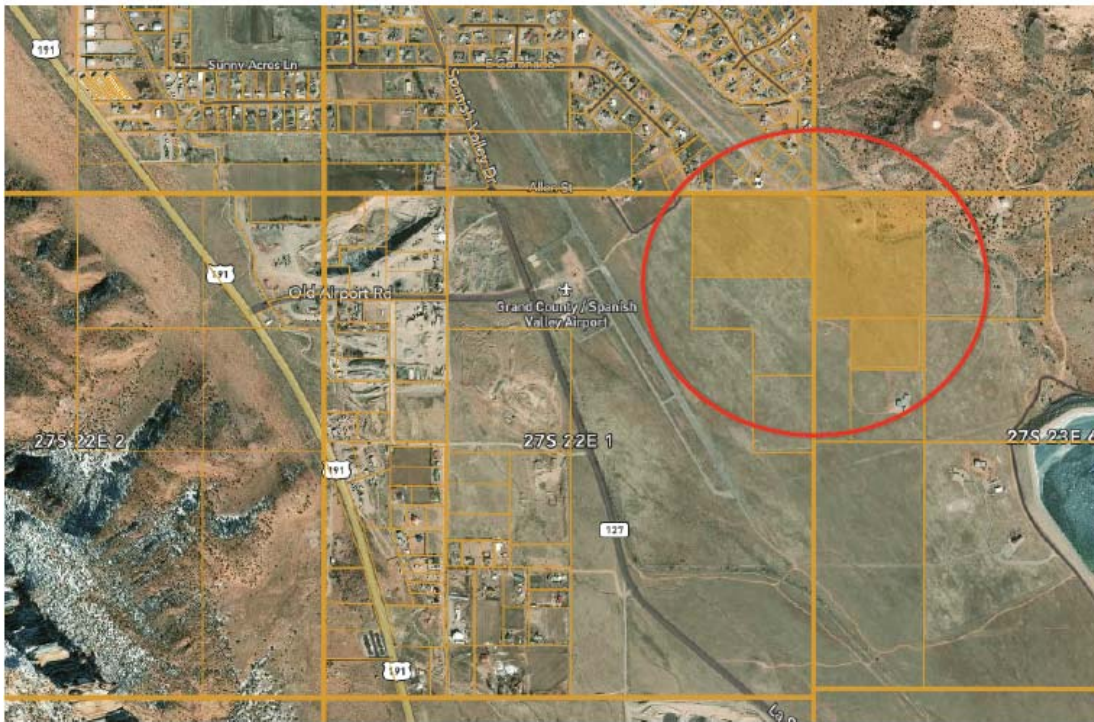


Figure 1: Proposed Site Location

P.O. Box 521651 Salt Lake City, UT 84152
 (801) 949-0348 fax (801) 582-6252
 atrans@comcast.net

1

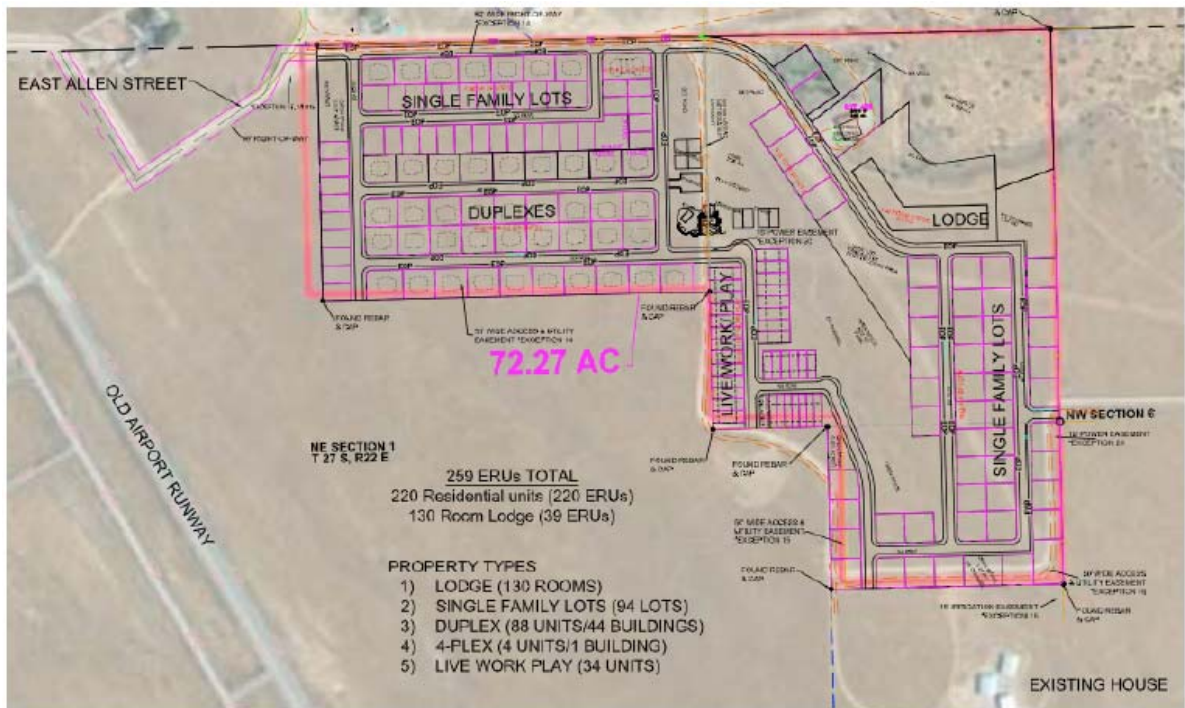
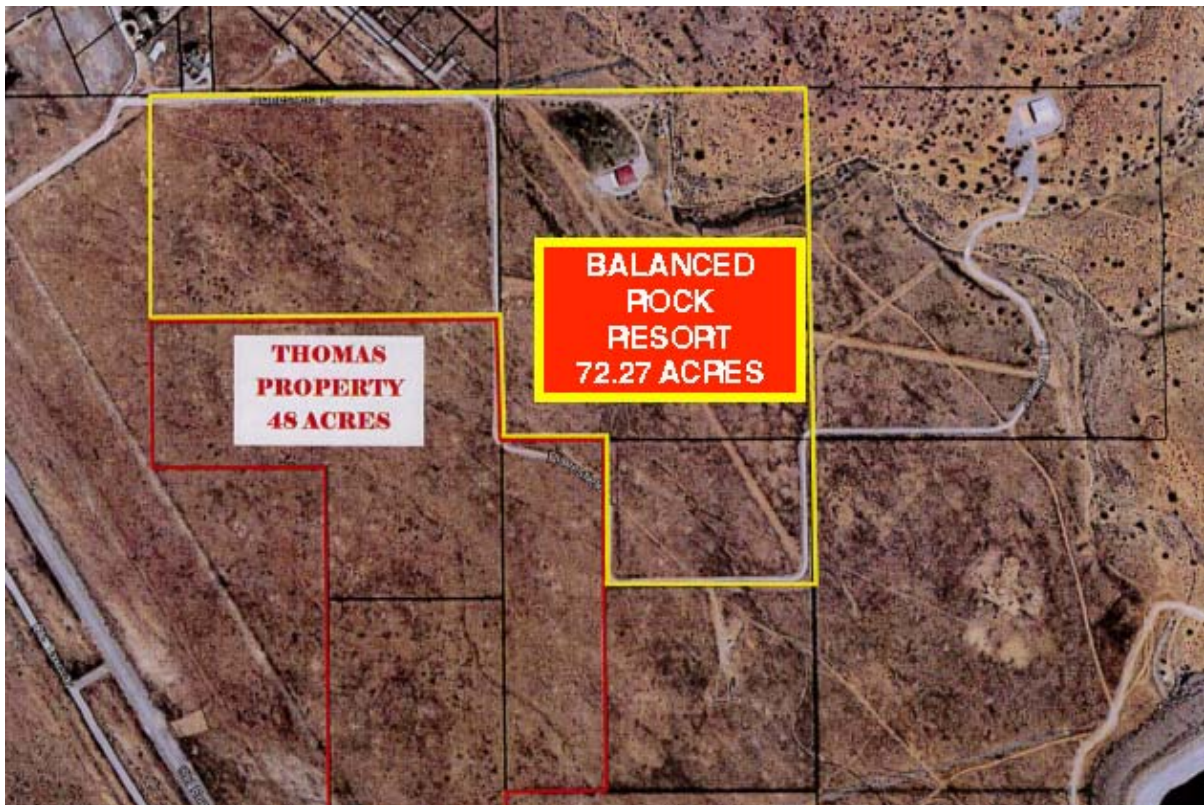


Figure 2: Proposed Site Plan

P.O. Box 521651 Salt Lake City, UT 84152
 (801) 949-0348 fax (801) 582-6252
 atrans@comcast.net

Trip Generation

Trip generation for the site is provided using the Institute of Transportation Engineers (ITE) *Trip Generation* software based on land use type and number of units and applying the empirical information collected on that particular land use type. Table 1 provides the projected trips for the proposed Balanced Rock Resort. Two issues to be specified is that the land use for the Live-Work units is based on a recreational home trip rate since no live-work land use exists in the ITE. The other is that the daily rate for a resort lodge is unavailable and so the typically practiced rate of 10 times the PM peak rate is applied.

ITE 11th Ed	Size	Land Use	Trip Rate			Trips		
			AM	PM	Daily	AM	PM	Daily
Single Family Homes	94	210	0.70	0.94	9.43	66	88	886
Duplexes	88	210	0.70	0.94	9.43	62	83	830
Lodge	130	330	0.32	0.41	0.00	42	53	533
4-plex	4	220	0.40	0.51	6.74	2	2	27
Live Work Units	34	260	0.22	0.29	3.55	7	10	121
Total								2397

A comparison can be made of the other traffic generation depending on the assumed land uses and sizes. The possible land uses come from the “San Juan County Spanish Valley Development Ordinances of the San Juan County Zoning Ordinance - September 13, 2019. The PC zone has such a wide range that unless a land use plan is provided, any projection of the other possible uses for this land would be speculation. Instead, it might be helpful to equate certain land uses to the projected proposed Balanced Rock Resort traffic of 2,397 daily trips on the 72.27 acres. This would be a similar generation to one of the following:

- 254 single family homes
- 356 multi-family homes
- 221,000 square feet of office space
- 64,700 square feet of retail

Page 16 of the San Juan County Spanish Valley Development Ordinances of the San Juan County Zoning Ordinance - September 13, 2019 identifies the MINIMUM requirements of a small planned community and it states:

Small Planned Community:

Each PC Zone of this type shall contain a minimum of 20 acres under single ownership.

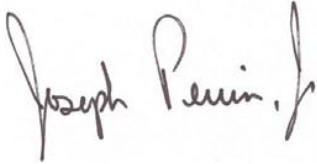
This area will allow up to four (4) residential units per acre, and a range of residential units and types.

For the 72.27 acres at four units per acre would equate to 289 units which would generate 2,725 daily trips which would be more traffic than the proposed Balanced Rock Resort projected traffic of 2,397 daily trips.

Capacity Impact

The traffic will utilize either La Sal Loop Road which is carrying 120 daily trips or using Old Airport Road to access US 191 which carries 5,600 daily trips. Both of these are two-lane roadways with capacities in the 15,000 daily trip range. Therefore the roadways have the capacity to accommodate the projected demand. Connections to these routes from the resort will need to be evaluated not from a traffic capacity aspect but from a road pavement condition.

Sincerely,
A-Trans Engineering

A handwritten signature in black ink that reads "Joseph Perrin, J." The signature is written in a cursive style with a large initial 'J'.

Joseph Perrin, PhD, PE, PTOE
Principal



STAFF REPORT

MEETING DATE: June 20, 2023

ITEM TITLE, PRESENTER: Consideration and Approval of Snow Minor Subdivision Amendment 1, Mack McDonald

RECOMMENDATION: Consideration and Approval

SUMMARY

The Snow Minor Subdivision was created in 2006 with two lots. Attached is the original plat from 2006.

This proposed subdivision amendment splits lot 1 into three separate smaller lots as shown on the attached plat.

Access to these new lots is through the existing access easement that is proposed to be extended.

HISTORY/PAST ACTION

At the June 8, 2023 Planning Commission Meeting, the PC voted to approve the subdivision amendment.

SURVEYOR'S CERTIFICATE

I, TIMOTHY M. KEOGH, DO HEREBY CERTIFY THAT I AM A REGISTERED UTAH LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 171004 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT, AND I FURTHER CERTIFY THAT, UNDER AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE PROPERTY DESCRIBED HEREON IN ACCORDANCE WITH SECTION 17-23-17, HAVE SUBDIVIDED SAID TRACT INTO LOTS AND STREETS, AND HAVE VERIFIED ALL MEASUREMENTS AND PLACED MONUMENTS AS REPRESENTED ON THIS PLAT WHICH IS HEREAFTER TO BE KNOWN AS SNOW MINOR SUBDIVISION.

BOUNDARY DESCRIPTION

DESCRIPTION OF A PARCEL OF LAND IN THE SE1/4 OF THE NE1/4 SECTION 35, T 26 S, R 22 E, SLM, SAN JUAN COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A CORNER ON THE EAST LINE OF THE SE1/4 NE1/4 SECTION 35, SAID CORNER BEARS N 0°14'W 258.7 FT. FROM THE EAST 1/4 CORNER SECTION 35, T 26 S, R 22 E, SLM, AND PROCEEDING THENCE N 89°53'W 528.6 FT. TO A CORNER, THENCE N 0°12'W 161.0 FT. TO A CORNER, THENCE N 89°19'E 267.3 FT. TO A CORNER, THENCE WITH THE EAST LINE SE1/4 NE1/4 SAID SECTION 35 S 0°14'E 168.4 FT. TO THE POINT OF BEGINNING AND CONTAINING 2.00 ACRES, MORE OR LESS. EACH CORNER IS MONUMENTED AS SPECIFIED ON THE ATTACHED PLAT.
BEARINGS ARE BASED ON THE EAST LINE OF THE SE1/4 OF THE NE1/4 OF SECTION 35 (BEARING FROM THAT SURVEY OF AUGUST 1979=S 0°14'E).

SURVEYORS NARRATIVE

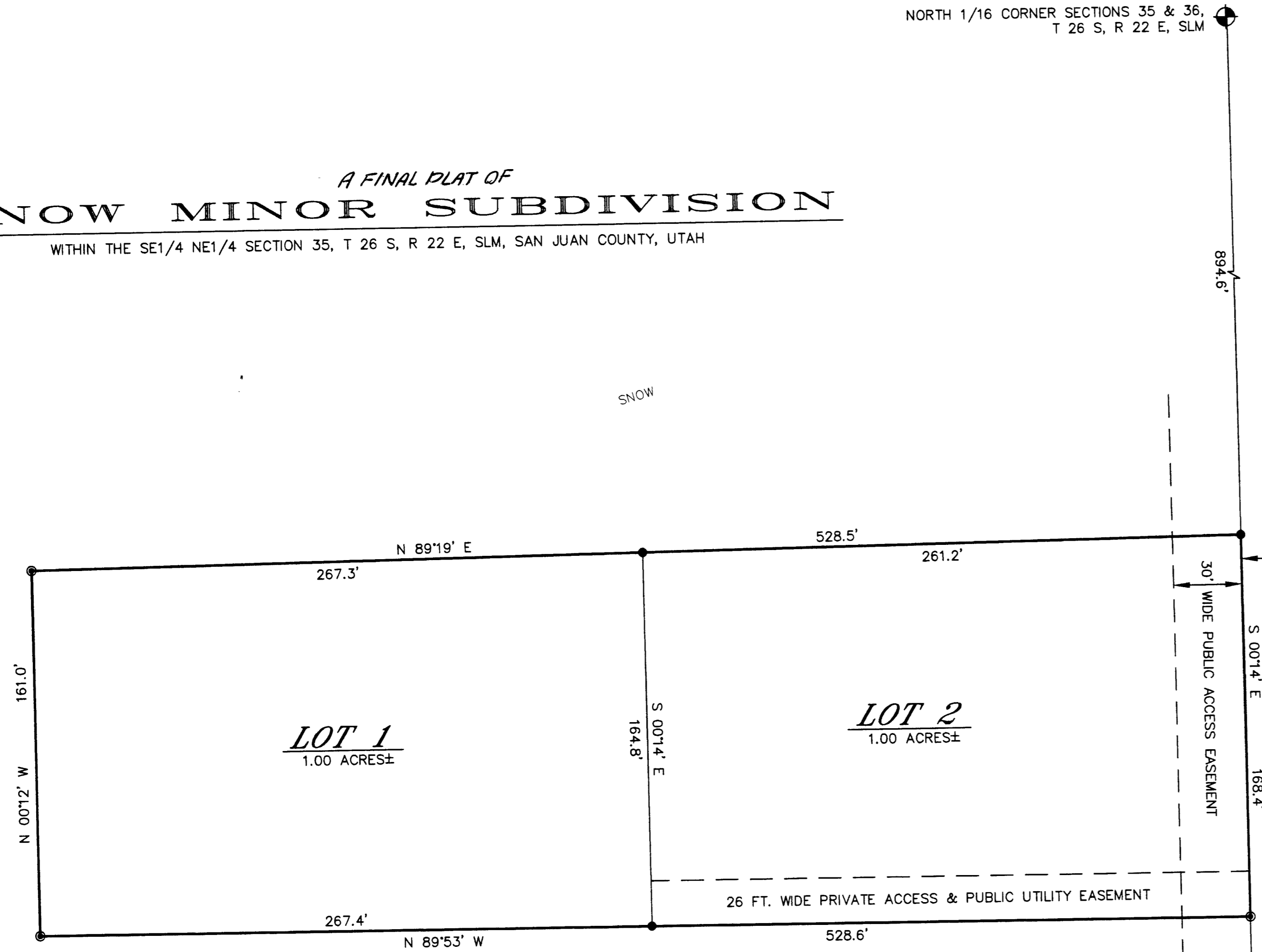
THE PURPOSE OF THIS SURVEY WAS TO DIVIDE THE SNOW PROPERTY INTO THE LOTS 1 & 2 AS SHOWN HEREON. SAME WAS DONE AT THE REQUEST OF THE OWNER, WILLIAM SNOW.
THIS SURVEY REPRESENTS A FINDING OF 3 OF THE 4 ORIGINAL CORNERS SET BY UT. RLS# 2624 IN AUGUST OF 1979 FOR THE EXTERIOR OF THE PARCEL. THE 1 MISSING CORNER (THE NE CORNER) WAS RESET USING PROPORTIONATE MEASUREMENT BETWEEN ADJACENT FOUND CORNERS.
BEARINGS ARE BASED ON THE EAST LINE OF THE SE1/4 OF THE NE1/4 OF SECTION 35 (BEARING FROM THAT SURVEY OF AUGUST 1979=S 0°14'E).

NOTES:

- 1. TOPOGRAPHY W/ 5' CONTOUR INTERVALS IS NOT AVAILABLE FOR THIS PROPERTY. THE PROPERTY IS "FLAT" WITH A SLIGHT DROP FROM EAST TO WEST.
- 2. EXISTING ZONING A-1 AGRICULTURAL

A FINAL PLAT OF SNOW MINOR SUBDIVISION

WITHIN THE SE1/4 NE1/4 SECTION 35, T 26 S, R 22 E, SLM, SAN JUAN COUNTY, UTAH



THIS PORTION DEDICATED VIA MT. PEALE ESTATES

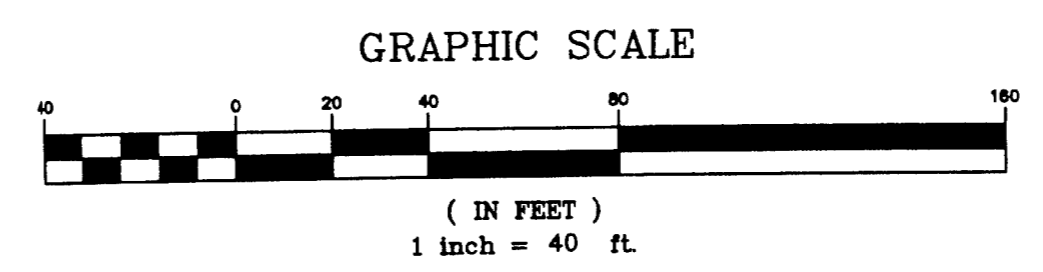
NORTH MT. PEALE BASIS OF BEARINGS S 00°14' E 168.4'

MT. PEALE ESTATES

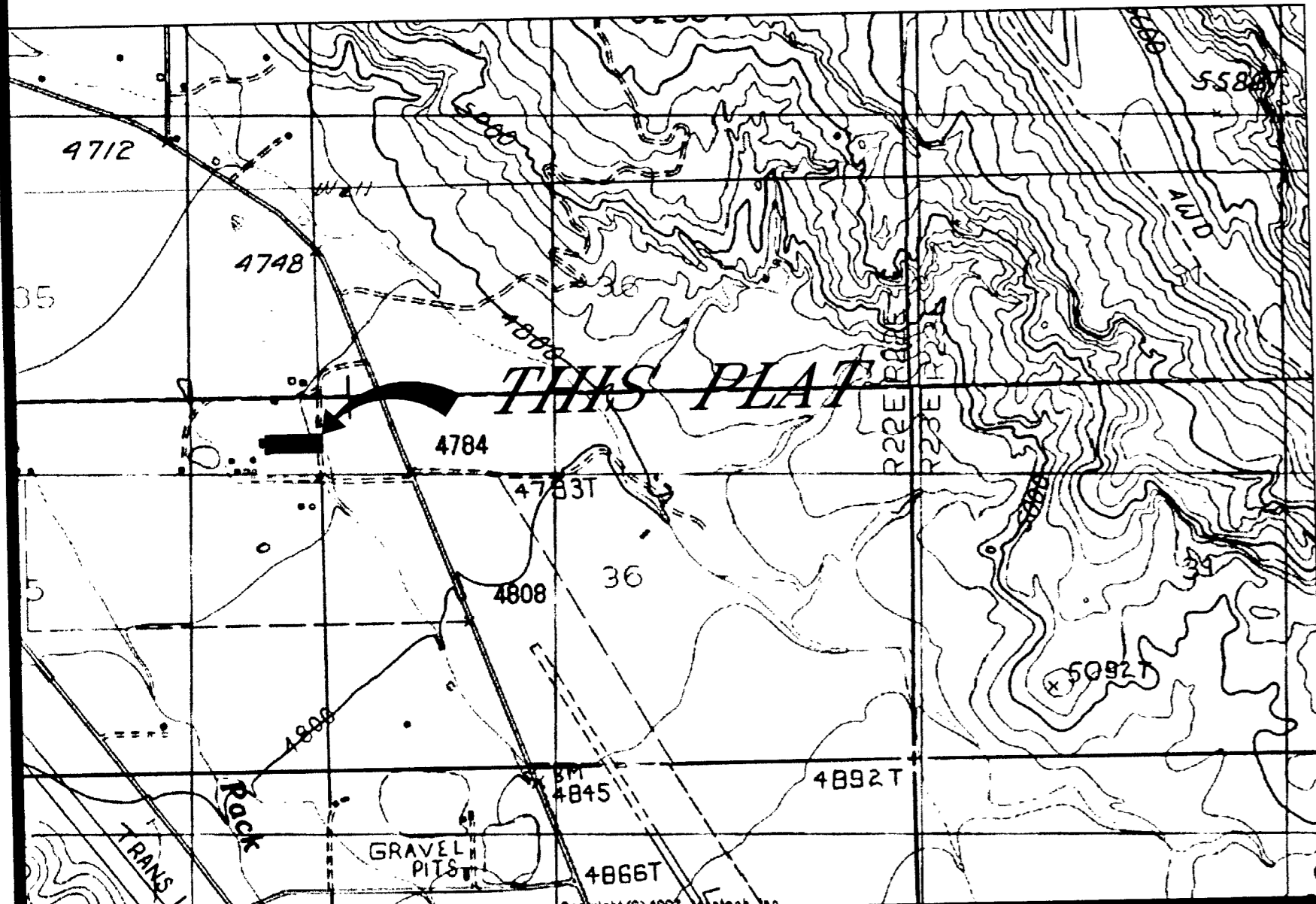
POINT OF BEGINNING

LEGEND

- FOUND REBAR SET BY UT. RLS#2624 (SURVEY OF 8-79)
- SET 5/8" REBAR WITH PLASTIC CAP THIS SURVEY
- ⊕ FOUND BRASS CAP MONUMENT



VICINITY MAP & TOPOGAPHY



OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT _____, THE UNDERSIGNED OWNER () OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND STREETS HEREAFTER TO BE KNOWN AS

SNOW MINOR SUBDIVISION

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE.

IN WITNESS WHEREOF _____ HAVE HEREUNTO SET _____ THIS 11 DAY OF DEC, A.D., 2006

William E. Snow
WILLIAM E. SNOW

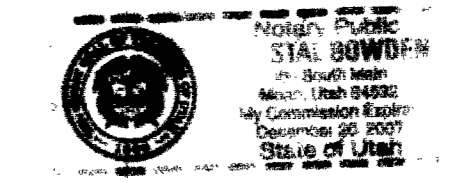
Mylene O. Snow
MYLENE O. SNOW

ACKNOWLEDGMENT

STATE OF UTAH COUNTY OF Grand S.S.

ON THE 11 DAY OF December, A.D., 2006 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF Grand IN SAID STATE OF UTAH, THE SIGNER(S) OF THE ABOVE OWNERS DEDICATION, 2 IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT they SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES 12-20-07 Crista Bowden NOTARY PUBLIC RESIDING IN Grand COUNTY



PREPARED BY
KEOGH LAND SURVEYING
45 EAST CENTER STREET
MOAB, UTAH 84532

DATE: OCT 18, 2006 SNOW.DWG
DRAWN BY: TMK CHECKED BY: TMK

COUNTY HEALTH DEPARTMENT
APPROVED THIS 11th DAY OF January, A.D. 2007, BY Side W. Meyer

PLANNING COMMISSION CERTIFICATE
APPROVED THIS 5th DAY OF February, A.D. 2007 BY Bruce B. Adams CHAIRMAN
Walter J. Bird PLANNING COMMISSION

COUNTY SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT AS STAKED EXAMINED BY THIS OFFICE AND IT IS CORRECT AND ACCORDANCE WITH INFORMATION ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR.
JAN-10-2007 DATE

COUNTY COMMISSION APPROVAL
PRESENTED TO THE San Juan County Commission THIS 5 DAY OF February, A.D. 2007. SUBDIVISION WAS ACCEPTED AND APPROVED.
ATTEST Walter J. Bird Bruce B. Adams

COUNTY RECORDER NO. 090845
STATE OF UTAH, CO. OF SAN JUAN, RECORDED AT THE REQUEST OF WILLIAM E. SNOW FILED
DATE 02-06-07 TIME 9:02 AM BOOK 866 PAGE 475 FEE 32.00
0088 Laurie L. Jones COUNTY RECORDER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS 21st DAY OF February, A.D., 2007.
Walter J. Bird Deputy County ATTORNEY



SPANISH VALLEY

STORM WATER DRAINAGE MASTER PLAN

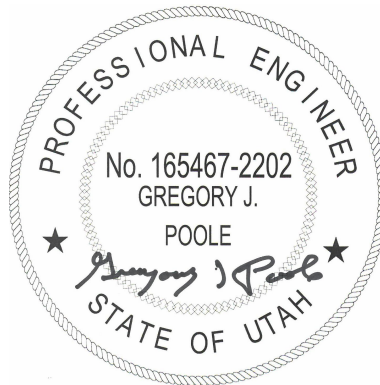
(HAL Project No.: 452.02.100)

February 2023

SPANISH VALLEY

STORM WATER DRAINAGE MASTER PLAN

(HAL Project No.: 452.02.100)



Gregory J. Poole, P.E.
Principal, Project Manager



February 2023

ACKNOWLEDGEMENTS

Successful completion of this master plan was made possible by the cooperation and assistance of many individuals, including the personnel as shown below. We sincerely appreciate the cooperation and assistance provided by these individuals.

San Juan County

Mack McDonald - San Juan County Chief Administrative Officer
 Kent B. (Sam) Cantrell – PLS, San Juan County Surveyor
 Jacob Regalado – Chief Deputy Surveyor
 Devlin McCarthy – Deputy Surveyor
 Scott Burton – Subdivision Administrator
 Todd Adair - Road Superintendent
 Tammy Gallegos - Emergency Director

School Institutional Trust Lands Administration

Elise Erler - SITLA - Development

Hansen, Allen, & Luce, Inc.

Gregory J. Poole - PE, Project Manager
 Kayson Shurtz – PE, Pack Creek Master Plan
 Dan Jones – PE, Development Drainage Master Plan

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EXECUTIVE SUMMARY

Storm water runoff is a difficult resource to manage. In a dry climate such as Utah's, existing drainage ways are often dry and, to the inexperienced, may appear to be prime places to construct buildings. Storm water flows are dependent on many complex time and spatially varied factors. Even a natural undeveloped drainage system is not static: streams can erode in one section while depositing in another; stream courses can also change alignment and cross section dramatically with just one storm runoff event. Urbanization compounds the problem and creates a need for a drainage system with the basic goals of managing nuisance water, protecting development from damage, and protecting downstream waters from adverse quality and quantity impacts.

Spanish Valley is expected to experience significant population growth and development. San Juan County recognizes the importance of developing a drainage master plan to guide development planning. This storm drainage master plan focuses on the San Juan County Spanish Valley floor where most of the development is expected to occur.

The San Juan County Area Plan (2018) and the South Valley Community Structure Plan (2022), prepared by Landmark Design for the School and Institutional Trust Lands Administration (SITLA), provide a framework for future development and a basis for storm drainage master planning.

KEY MASTER PLAN OBJECTIVES

- Protect developments from flooding in events up to the design storm runoff event.
- Potential development impacts on storm water quality and quantity to Pack Creek must be mitigated.
- Plan facilities with maintenance in mind.

STUDY AREA

The study area includes the San Juan County Spanish Valley floor south of the county line plus directly tributary areas.

PACK CREEK MASTER PLAN

Pack Creek poses a flood hazard risk to a significant portion of the San Juan County Spanish Valley floor. The braided nature of the channel network in the southern end of the valley is evidence of an alluvial fan. Above the valley floor Pack Creek flood flows are confined in mountain ravines which have high gradients and convey large quantities of eroded sand, rock, and boulders out onto the valley floor. On the valley floor land slopes are reduced and flood flow velocities are reduced depositing sediment and debris that form a fan shape. The erosion/deposition process results in channel braiding where channels are alternately cut and filled with sediment. This phenomenon is commonly referred to as an alluvial fan.

HAL performed a hydrologic study on Pack Creek previously to help San Juan County and SITLA better understand the flood hazards in Spanish Valley (HAL, 2019). San Juan County and SITLA are pursuing a recommendation from that study to develop debris basins and other facilities with sufficient capacity to convey the 1% chance flood event.

Two debris basins are currently planned as part of a Natural Resources Conservation Service (NRCS) project upstream of the drainage master plan study area. These new debris basins are

expected to reduce debris floods on the alluvial fan. In addition to the debris basins, a Pack Creek flood control basin is proposed to reduce the 1% chance flood flows.

The Pack Creek flood control basin is conceptually sized to provide about 423 acre-feet of flood attenuation storage. The flood control basin will normally be dry with available storage space to reduce storm runoff peak flood flowrates during a 100-year 24-hour storm event from 5,200 cfs to 1,500 cfs.

The Pack Creek master plan includes channel improvements below the flood control basin. The master plan improvements include grade control structures, channel forming and lining, and road crossings. The Pack Creek master plan alignment and proposed flood control basin are shown in **Figure EX-1**. The preferred channel cross section is shown in **Figure EX-2**. Conceptual construction cost estimates for the Pack Creek improvements are provided in **Table EX – 1**.

Table EX-1. Conceptual Cost Estimates for Pack Creek

Item	Estimated Construction Cost	Notes
Flood Control Detention Basin	\$6,000,000	Cost estimate does not include land costs
Channel Improvements	\$16,800,000	Total assumed length is 16,400 ft (from proposed detention basin to County line). Cost includes grouted boulder drops and protection for the low flow channel.
Typical Road Crossing	\$430,000	Assumes three 9' x 6' box culverts to pass 1,500 cfs without overtopping the road.

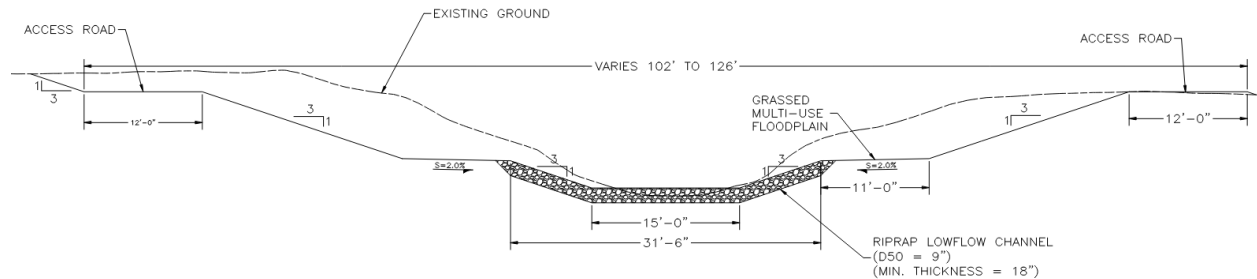
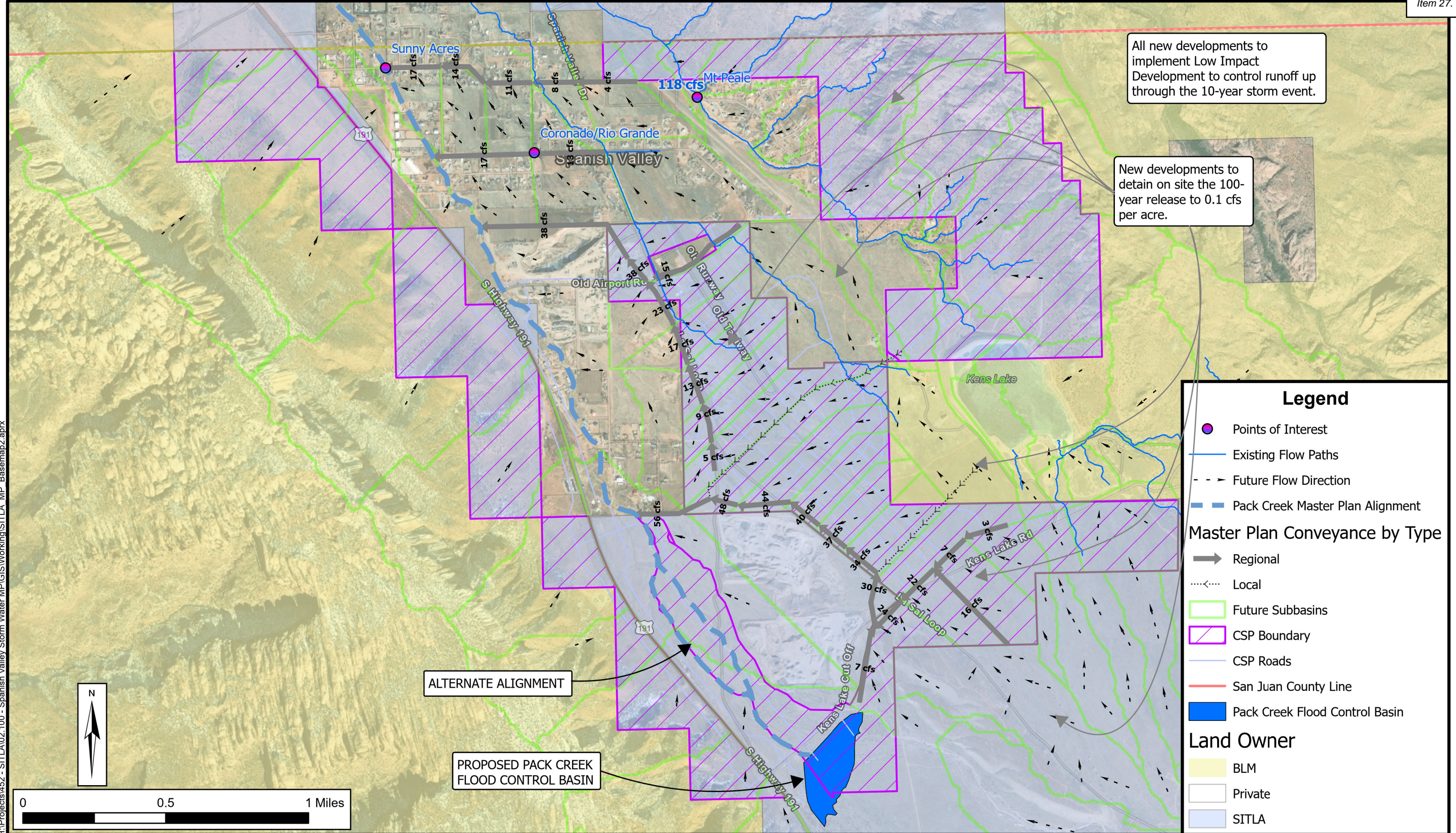


Figure EX-2 – Preferred Pack Creek Master Plan Cross Section



All new developments to implement Low Impact Development to control runoff up through the 10-year storm event.

New developments to detain on site the 100-year release to 0.1 cfs per acre.

Legend

- Points of Interest
- Existing Flow Paths
- - - Future Flow Direction
- Pack Creek Master Plan Alignment

Master Plan Conveyance by Type

- Regional
- ⋯ Local

Future Subbasins

- Future Subbasins

CSP Boundary

- ▨ CSP Boundary

CSP Roads

- CSP Roads

San Juan County Line

- San Juan County Line

Pack Creek Flood Control Basin

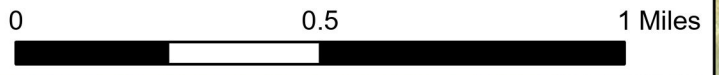
- Pack Creek Flood Control Basin

Land Owner

- BLM
- Private
- SITLA

ALTERNATE ALIGNMENT

PROPOSED PACK CREEK FLOOD CONTROL BASIN



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SAN JUAN COUNTY – SPANISH VALLEY

**STORM DRAINAGE MASTER PLAN
LOCAL DETENTION ALTERNATIVE**

**FIGURE
EX-1**

DRAINAGE DESIGN CRITERIA

Several workshops were held with San Juan County staff. The following storm drainage design criteria were selected for implementation in the San Juan County portion of Spanish Valley:

- Design minor storm is the 10-year 24-hour storm event.
- Design major storm is the 100-year 24-hour storm event. Future development buildings are to be protected from flooding in events up to the 100-year storm event.
- Require Low Impact Development to control minor storm runoff:
 - Minimize directly connected impervious area.
 - Use Rain Gardens and Dry Wells (sumps) with pre-treatment to capture and infiltrate runoff from a 10-year storm event close to the source of runoff.
- Require detention basins to control major storm runoff to pre-development rates.
- Downhill cul-de-sacs and sags in streets which are not located at an intersection are to be avoided.
- Maintenance:
 - Assure adequate access.
 - No drainage structures placed on back lot lines.

SPANISH VALLEY SOILS

Most of the soils in the Spanish Valley floor in the study area are classified as hydrologic soil group A and are highly permeable well drained soils.

UNDISTURBED NATIVE VEGETATION STORM RUNOFF CHARACTERISTICS

The predevelopment condition was established in the model by applying the design storm to a basin with a Curve Number of 60. This number was selected as the predominant soil group is A and the cover is most like desert shrub in fair to poor condition. The resultant runoff volume and peak discharge per unit area are tabulated in **Table EX-2**. The values in **Table EX-2** represent the hydrologic characteristics of the undisturbed native vegetation condition.

Table EX-2
Undisturbed Vegetation Storm Runoff Characteristics

Storm Frequency (24-hour)	10-year	100-year
Percent Annual Chance Exceedance	10%	1%
Precipitation (inches)	1.80	2.81
Runoff Volume (acre-inches/acre)	0.03	0.27
Peak Flowrate (cfs/ac)	0.004	0.1

DEVELOPMENT CHARACTERISTICS

The San Juan County Area Plan (2018) and the South Valley Community Action Plan (2022), prepared by Landmark Design for the School and Institutional Trust Lands Administration (SITLA), provide a framework for future development and a basis for drainage master planning.

DEVELOPMENT STORM DRAINAGE MASTER PLAN ALTERNATIVES

Minor storm. To prevent increased runoff during the 10-year storm for new development (commensurate with undisturbed native vegetation runoff), sumps or other infiltration means should be implemented to retain and infiltrate the runoff from a 10-year storm event onsite.

Major storm. To prevent increased peak storm runoff flowrates from new development during the 100-year storm (commensurate with undisturbed native vegetation, see **Table EX-2**), detention and conveyance need to be added. There are two primary approaches for construction and maintenance of detention basins: regional and local. A comparison of the pros and cons of regional and local detention alternatives is summarized in **Table EX-3**.

**Table EX-3
Pros and Cons of Each Detention Basin Approach**

Category	Regional	Local
Maintenance/Number of facilities	Low	High
Cost per acre-foot detention storage	Typically lower	Typically higher
Opportunity to “double store”	Lower	Higher
Conveyance Sizing	Larger	Smaller
Funding and Phasing difficulty	Higher	Low

Due to the funding constraints, the County has indicated a preference for the local detention approach for implementation in the master plan. Regional facilities may be permitted or required on a case-by-case basis.

Figure EX-1 shows a concept of the design flowrates for major conveyances under the local detention approach. **Table EX-4** provides a conceptual construction cost estimate for the major storm drainage conveyance facilities shown on **Figure EX-1**.

**Table EX-4
Conceptual Cost Estimates
of the Master Plan Regional Storm Drainage Facilities**

PROJECT	COST*
Master Plan Conveyances	\$6,310,000
Coronado (new outfall to Pack Creek)	\$512,000
Mt. Peale Drive (drainage crossing replacement)	\$102,000

* Assumes that the local detention option is selected. Also assumes that Master Plan Conveyances are pipes. Includes 30% for contingency and engineering.

CHAPTER 1 – INTRODUCTION

BACKGROUND

Storm water runoff is a difficult resource to manage. In a dry climate such as Utah's, existing drainage ways are often dry and, to the inexperienced, may appear to be prime places to construct buildings. Unlike sanitary sewers and culinary water systems, there are no clearly defined minimum service requirements for storm water systems. Storm water flows are dependent on many complex time and spatially varied factors. Even a natural undeveloped drainage system is not static: streams can erode in one section while depositing in another; stream courses can also change alignment and cross section dramatically with just one storm runoff event. Urbanization compounds the problem and creates a need for a drainage system with the basic goals of managing nuisance water, protecting development from damage, and protecting downstream waters from adverse quality and quantity impacts.

“Stormwater (runoff) management is the planned set of public policies and activities undertaken to regulate runoff under various specified conditions within various portions of the urban drainage system (McPherson 1970). It may establish criteria for control of peak flows or volumes, for runoff detention and retention, or for control of pollution, and may specify criteria for the relative elevations among various elements of the drainage system. Stormwater management is primarily concerned with limiting future flood damages and environmental impacts due to development, whereas flood control aims at reducing the extent of flooding that occurs under current conditions (Walesh 1987).” (After “The Urban Water Resources Research Council of the American Society of Civil Engineers and the Water Environment Federation, 1992”).

Spanish Valley is expected to experience significant population growth and development. San Juan County recognizes the importance of developing a drainage master plan to guide development planning. This storm drainage master plan focuses on the San Juan County Spanish Valley floor where most of the development is expected to occur.

The San Juan County Area Plan (2018) and the South Valley Community Structure Plan (2022), prepared by Landmark Design for the School and Institutional Trust Lands Administration (SITLA), provide a framework for future development and a basis for storm drainage master planning.

Low impact development (LID) techniques should be implemented as close as possible to the source of the runoff. Inherent in development is an increase in impervious area which can increase the volume and peak of storm water runoff. The Spanish Valley study area soils are permeable and LID practices including infiltration will be effective in mitigating the potential impacts. LID practices will potentially reduce initial infrastructure costs. The study area soils are conducive to the use of dry wells (sumps) to infiltrate runoff near the source and thus reduce the size and cost of downstream conveyance systems while recharging the valley fill aquifer.

KEY MASTER PLAN OBJECTIVES

- Protect developments from flooding in events up to the design storm runoff event (see drainage design criteria below).
- Potential development impacts on storm water quality and quantity to Pack Creek must be mitigated.

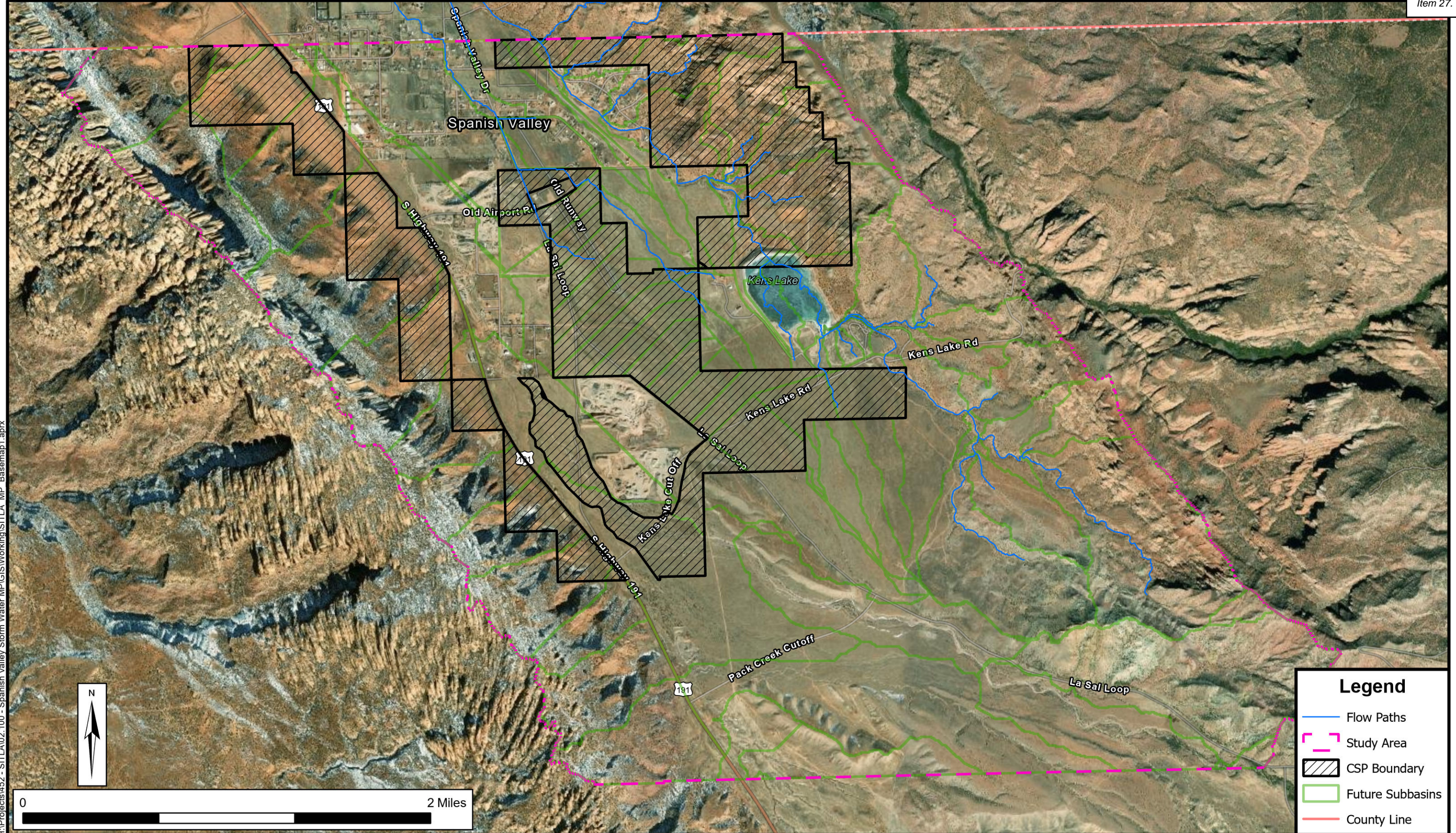
- Plan facilities with maintenance in mind.

AUTHORIZATION

The San Juan County and SITLA selected Hansen, Allen & Luce, Inc. (HAL) to prepare the Storm Water Drainage Master Plan. The Storm Water Drainage Master Plan has been completed in accordance with the agreement between SITLA and HAL dated March 15, 2022. The Storm Water Drainage Master Plan was completed under the direction of and in cooperation with San Juan County staff.

STUDY AREA

The portion of Spanish Valley included in the study area is shown on **Figure 1-1** and includes the San Juan County Spanish Valley floor south of the county line plus directly tributary areas.



Legend

- Flow Paths
- Study Area
- CSP Boundary
- Future Subbasins
- County Line

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CHAPTER 2 – STORM RUNOFF HYDROLOGY

The project team adopted a workshop approach with San Juan County staff to determine the design criteria, study areas, analysis processes, deficiencies, alternatives, and solutions. This section describes the methodology followed in developing the Master Plan.

DRAINAGE DESIGN CRITERIA

Several workshops were held with San Juan County staff. The following storm drainage design criteria was selected for implementation in the San Juan County portion of Spanish Valley.

- Design minor storm is the 10-year 24-hour storm event.
- Design major storm is the 100-year 24-hour storm event. Future development buildings are to be protected from flooding in events up to the 100-year storm event.
- Require Low Impact Development to control minor storm runoff.
 - Minimize directly connected impervious area.
 - Use Rain Gardens and Dry Wells (sumps) with pre-treatment to capture and infiltrate runoff from a 10-year storm event close to the source of runoff.
- Require detention basins to control major storm runoff to pre-development rates.
- Downhill cul-de-sacs and sags in streets which are not located at an intersection are to be avoided.
- Maintenance:
 - Assure adequate access.
 - No drainage structures placed on back lot lines.

HYDROLOGY

Hydrology is the study of the movement, distribution, accumulation, and management of water. For this Master Plan, the hydrology performed includes selecting a rainfall design frequency and storm distribution; subbasin area delineations and calculations; calculating runoff potential using soil data, land cover, and impervious surface estimates; and estimating the timing of peak runoff. This chapter details these processes in greater detail.

Design Frequencies

Spanish Valley selected design storm event frequencies of 10-year (10% chance of being equaled or exceeded in any given year) and 100-year (1% chance of being equaled or exceeded in any given year) for this study. Criteria included:

- 10-year 24-hour design capacity for the initial retention system. The initial retention system includes sumps, rain gardens, bioretention cells, rainwater harvesting, and infiltration basins, trenches, or galleries. Stormwater discharge should be zero for storms smaller than or equal to this event.
- 100-year conveyance capacity where flooding of homes may occur.
- 100-year 24-hour storm runoff capacity on all detention facilities. Release rate should be restricted to the pre-development discharge rate (0.1 cfs/acre, see **Table 2-3** Undisturbed Vegetation Storm Runoff Characteristics, below).
- A minimum freeboard of 1-foot for open channel conveyances and detention facilities should be provided during a 1% chance storm event.

Design Storms

The design storm distribution is how the precipitation falls throughout a storm of a particular duration. Selection of an appropriate storm distribution is important because it determines peak flows through pipes and channels and peak storage volumes in detention ponds. These results, determined in part by storm distribution, dictate the sizing of projects designed to solve existing deficiencies.

The storm distribution selected for use in this plan is the 24-hour NRCS Nested distribution which can be seen in **Figure 2-1**.

Precipitation depths were obtained from *NOAA Atlas 14: Precipitation-Frequency Atlas of the United States* (Bonnin et al. 2004; NOAA 2013). The design storm rainfall depths modeled for this Master Plan are seen in **Table 2-1**.

Table 2-1
Modeled Rainfall Depths

Storm Frequency	24-hr Depths
10-yr Rainfall Amount (in)	1.80
100-yr Rainfall Amount (in)	2.50

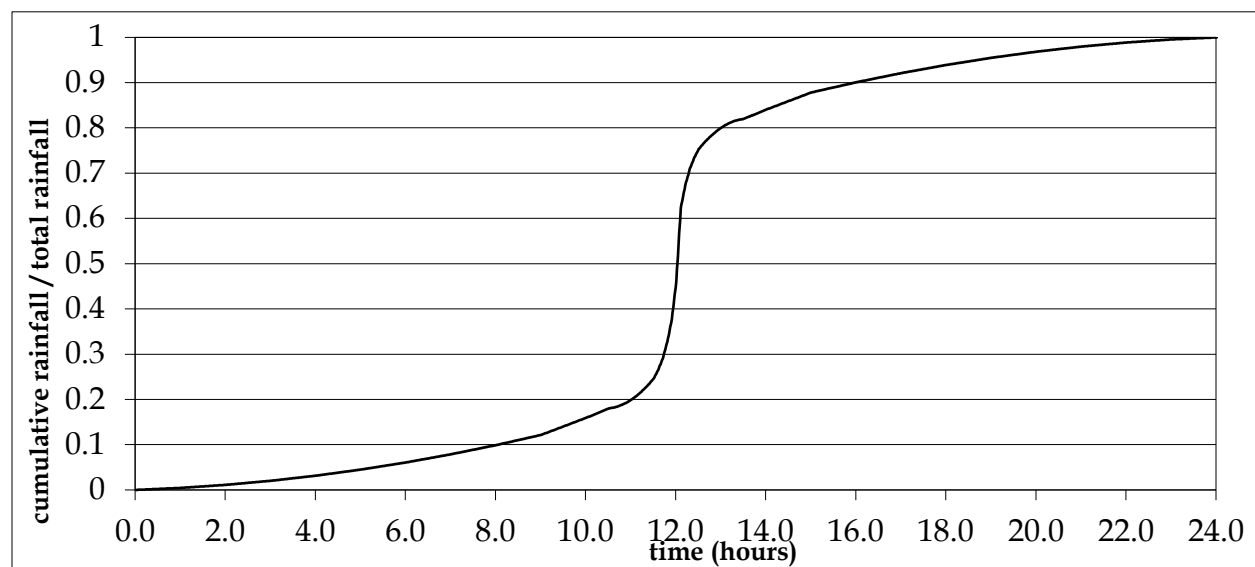


Figure 2-1 24-hour NRCS Nested Distribution

DEVELOPMENT OF THE HYDROLOGIC MODELS

As part of the Master Plan, HAL developed a hydrologic computer model to simulate runoff during storm events. The software used to develop this hydrologic model was HEC-HMS version 4.10.

Subbasins

A drainage basin, also called a subbasin, watershed or catchment, is an area in which all rainfall or snowmelt runoff will collect to a common point (the lowest point in the basin). Drainage basin boundaries depend upon both the topography and the location of storm drainage facilities. Subbasin characteristics developed for this plan were based on aerial imagery, soil data, GIS mapping, land use information from the County, and engineering literature. Important subbasin

characteristics described below include 1) area, 2) hydrologic soil group, 3) percentage of impervious area, 4) SCS curve number (CN), 5) Subbasin width, and 6) overland flow characteristics. Much of the methodology is documented in *Technical Release 55: Urban Hydrology for Small Watersheds* (NRCS, 1986), hereafter referred to as TR-55.

Subbasin Area

The amount of runoff is proportional to the area of the subbasin. The study area was divided into drainage subbasins based on best available mapping and planning. The estimated future subbasins are shown on **Figure 2-2**.

Hydrologic Soil Group

Hydrologic soil group is a general indication of a soil's infiltration capacity and is a key determinant of runoff behavior. The Natural Resources Conservation Service (NRCS) has classified soils into four hydrologic groups A, B, C, and D. Soils of group A have the highest infiltration rate and therefore produce the least amount of runoff. Group A soils include permeable gravels and well-drained sands. Group B soils have moderate infiltration rates and moderately fine or coarse textures. Group C soils have a lower infiltration rate and finer textures, sometimes with a layer that impedes infiltration. Soils of group D have the lowest infiltration rate and produce the highest amount of runoff. Group D soils include fine silts, clays, and other soils with low infiltration rates. Soil groups are described in TR-55 (NRCS, 1986).

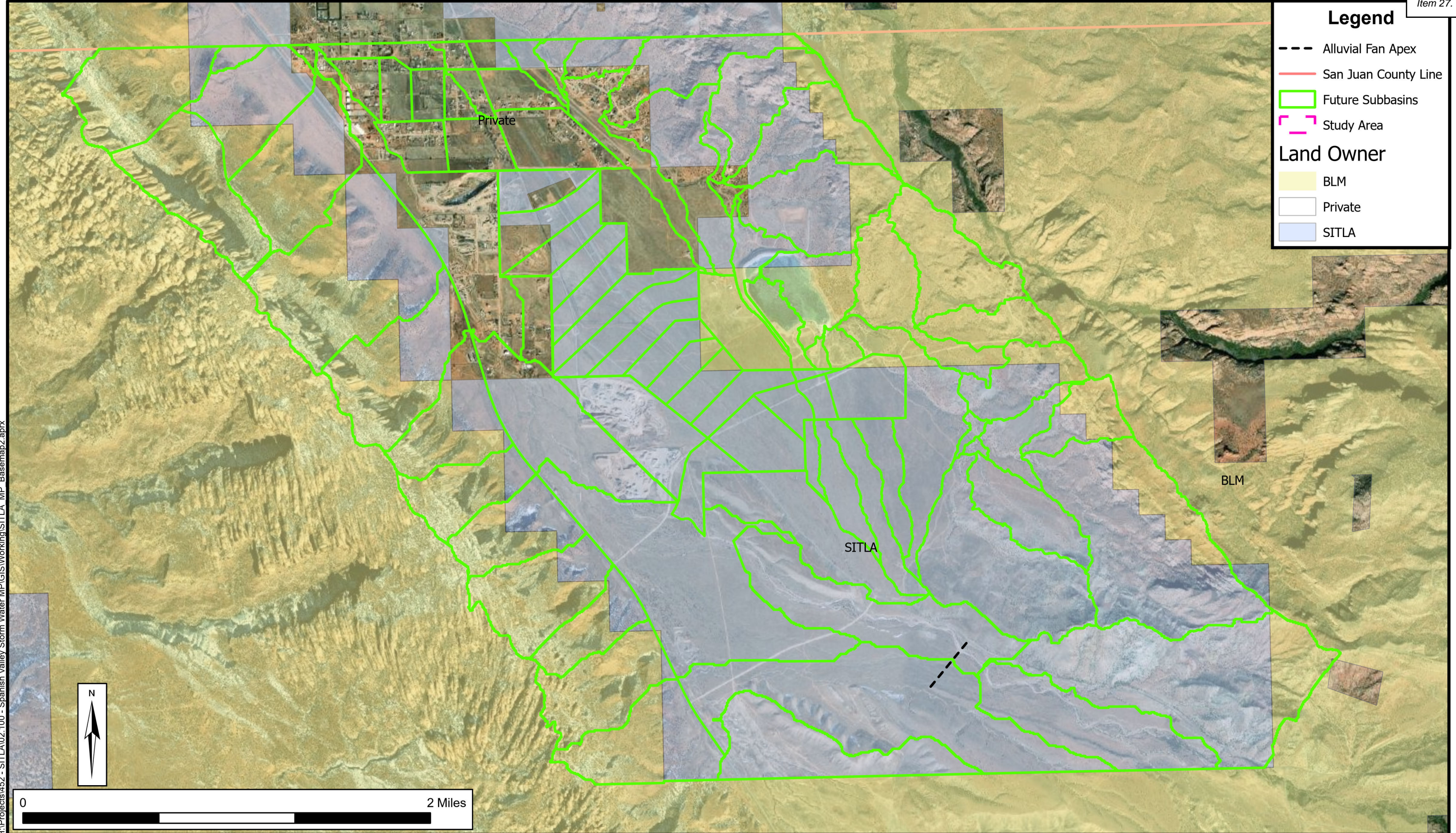
Group A soil is the most prevalent in the Study area and is geologically associated with the valley fill. As the landscape changes to the rocky cliffs, the soil type also changes to soil type D. Soil data for this study originated from the NRCS Web Soil Survey (Canyonlands Area Soil Survey, 2020). A soil map of the Study area is shown in **Figure 2-3**. The hydrologic soil group is a factor used to determine the CN for each subbasin.

Land Use

Different types of land cover in a watershed determine to what degree water infiltrates, accumulates (remains as puddles), or flows over the land (runoff). Various land covers have higher or lower amounts of interception and evapotranspiration. The land cover used in the hydrologic model was developed through a field visit and through available aerial imagery. The predominant land cover for undeveloped areas is most closely associated with TR-55's desert shrub in poor to fair condition or sagebrush in poor hydrologic condition. To develop curve numbers for poor to fair condition, a linear average was computed for the desert shrub between poor and fair conditions. As sagebrush with grass understory does not have a curve number for soil type A, it was assumed to be the same as desert shrub in poor to fair condition. The existing land cover can be seen in **Figure 2-4**.

Impervious Area

Impervious areas within each subbasin were assumed to be disconnected from the runoff network, which assumes that runoff will flow over a pervious region at some point in its flow to Pack Creek. The future model also assumed that impervious areas would remain disconnected, through implementation of Low Impact Development (LID) practices and careful planning. The future model shows the need for and impact of not implementing LID, and therefore design future flows assume development occurs according to this Master Plan. Flows from the future hydrologic model were reduced by applying the discharge per area requirement to the upstream detained area and adding it to the more local undetained flows.



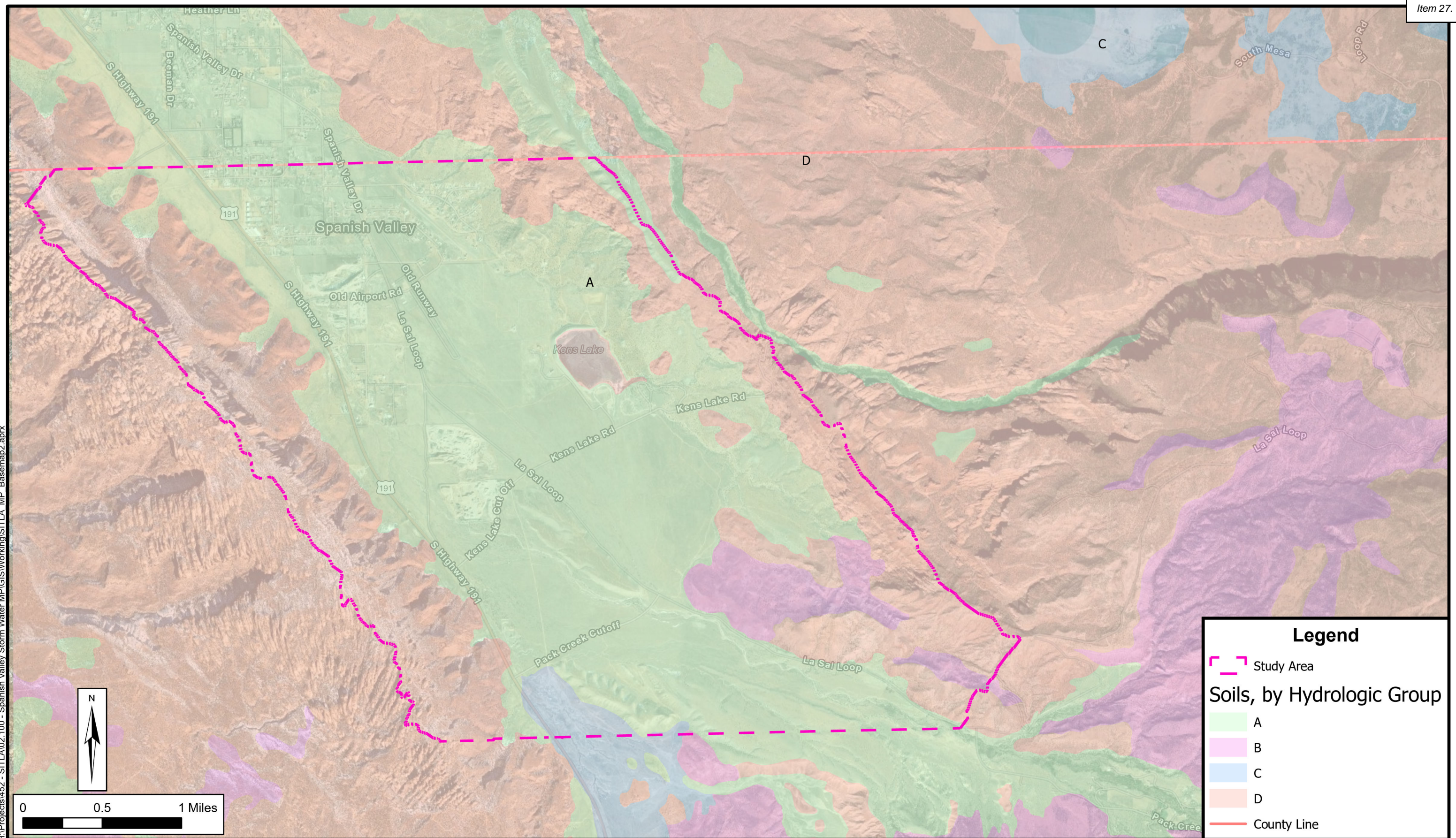
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SAN JUAN COUNTY - SPANISH VALLEY

STORM DRAINAGE MASTER PLAN FUTURE SUBBASINS

FIGURE
2-2



Legend

- Study Area
- Soils, by Hydrologic Group**
- A
- B
- C
- D
- County Line

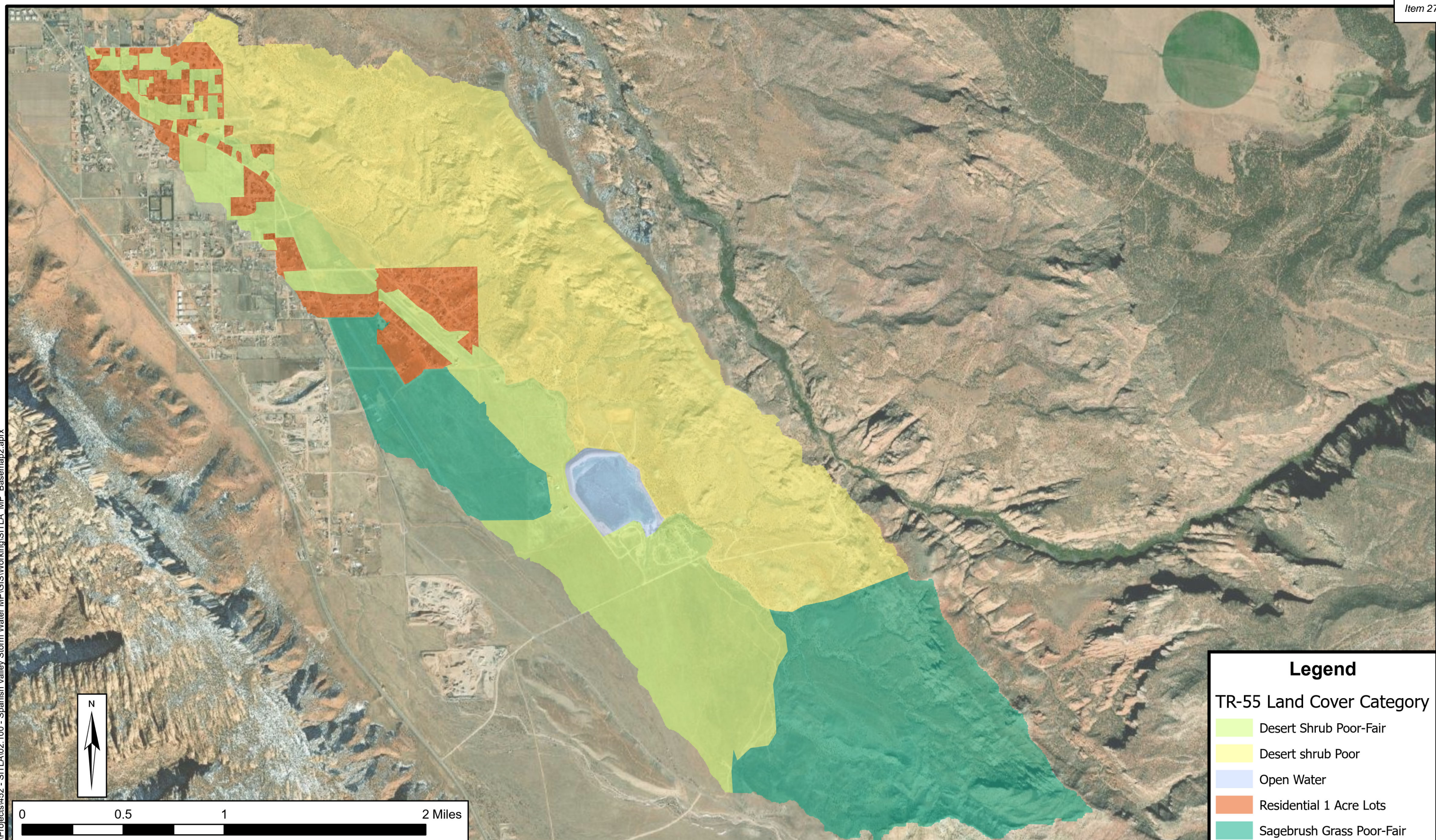
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**HANSEN
ALLEN
& LUCE, inc**
ENGINEERS

SAN JUAN COUNTY - SPANISH VALLEY

STORM DRAINAGE MASTER PLAN HYDROLOGIC SOIL GROUP

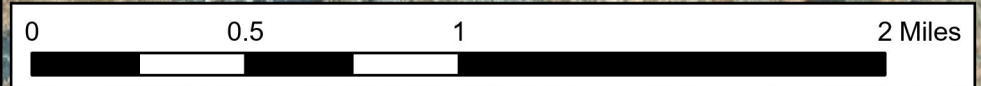
FIGURE 2-3



Legend

TR-55 Land Cover Category

- Desert Shrub Poor-Fair
- Desert shrub Poor
- Open Water
- Residential 1 Acre Lots
- Sagebrush Grass Poor-Fair



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SAN JUAN COUNTY - SPANISH VALLEY

**STORM DRAINAGE MASTER PLAN
 EXISTING LAND COVER**

**FIGURE
 2-4**

SCS Curve Number

Each subbasin was assigned a curve number based on hydrologic soil group, land use, and ground cover type as outlined in Chapter 2 of TR-55 (NRCS, 1986). The curve number describes the relationship between precipitation and runoff for the pervious and unconnected impervious portions of the subbasin. Practical curve numbers range from 30 to 98. Areas that are more pervious have lower curve numbers. For example, a well-vegetated subbasin with sandy soils and little impervious area would have a lower curve number than a poorly vegetated subbasin with clay soils and a significant amount of impervious area. Curve numbers used in the model for existing conditions on the valley floor are shown on **Table 2-2**.

Table 2-2
Curve Number Assignment Table

TR-55 Category	CN
Sagebrush Grass, Poor-Fair	60
Desert Shrub, Poor	64
Desert Shrub, Poor-Fair	60
Residential 1 Acre Lots	68
Open Water	98

UNDISTURBED NATIVE VEGETATION STORM RUNOFF CHARACTERISTICS

The predevelopment condition was established in the model by applying the design storm to a basin with a Curve Number of 60. This number was selected based on Hydrologic Soil Group A with a cover which is most similar to desert shrub in fair to poor condition. The timing and area of the basin were selected from Subbasin-15, which is a basin that is nearly untouched by development. The resultant runoff volume and peak discharge per unit area are tabulated in **Table 2-3**.

Table 2-3
Undisturbed Vegetation Storm Runoff Characteristics

Storm Frequency	10-year	100-year
Percent Annual Chance Exceedance	10%	1%
Precipitation (inches)	1.80	2.81
Runoff Volume (acre-inches/acre)	0.03	0.27
Peak Flowrate (cfs/ac)	0.004	0.1

Table 2-3 represents the hydrologic characteristics of the undisturbed native vegetation condition. This is an important baseline as it is the metric against which new development is graded. For a new development to have no adverse effects on its downstream neighbors, it must detain to the undisturbed flowrates reported above. All development will increase volume and there is potential for increased flows due to hydrograph aggregation from several detention basins; however, the peak flows should not exceed predevelopment conditions. As the discharge per acre is quite low for a 10-year event, and as the soils are well suited for infiltration, San Juan County has selected a full retention policy for the 10-year event. For the 100-year event, Spanish Valley has selected a detention release rate of no greater than 0.1 cfs per tributary acre.

DEVELOPMENT CHARACTERISTICS

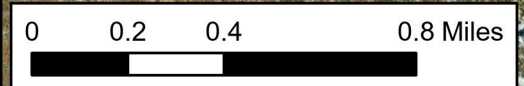
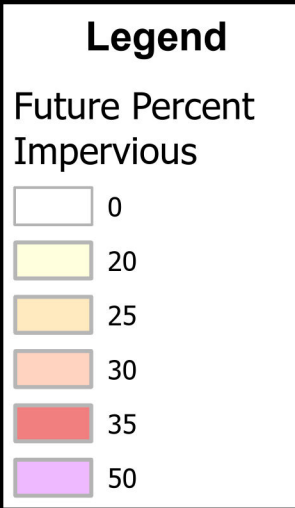
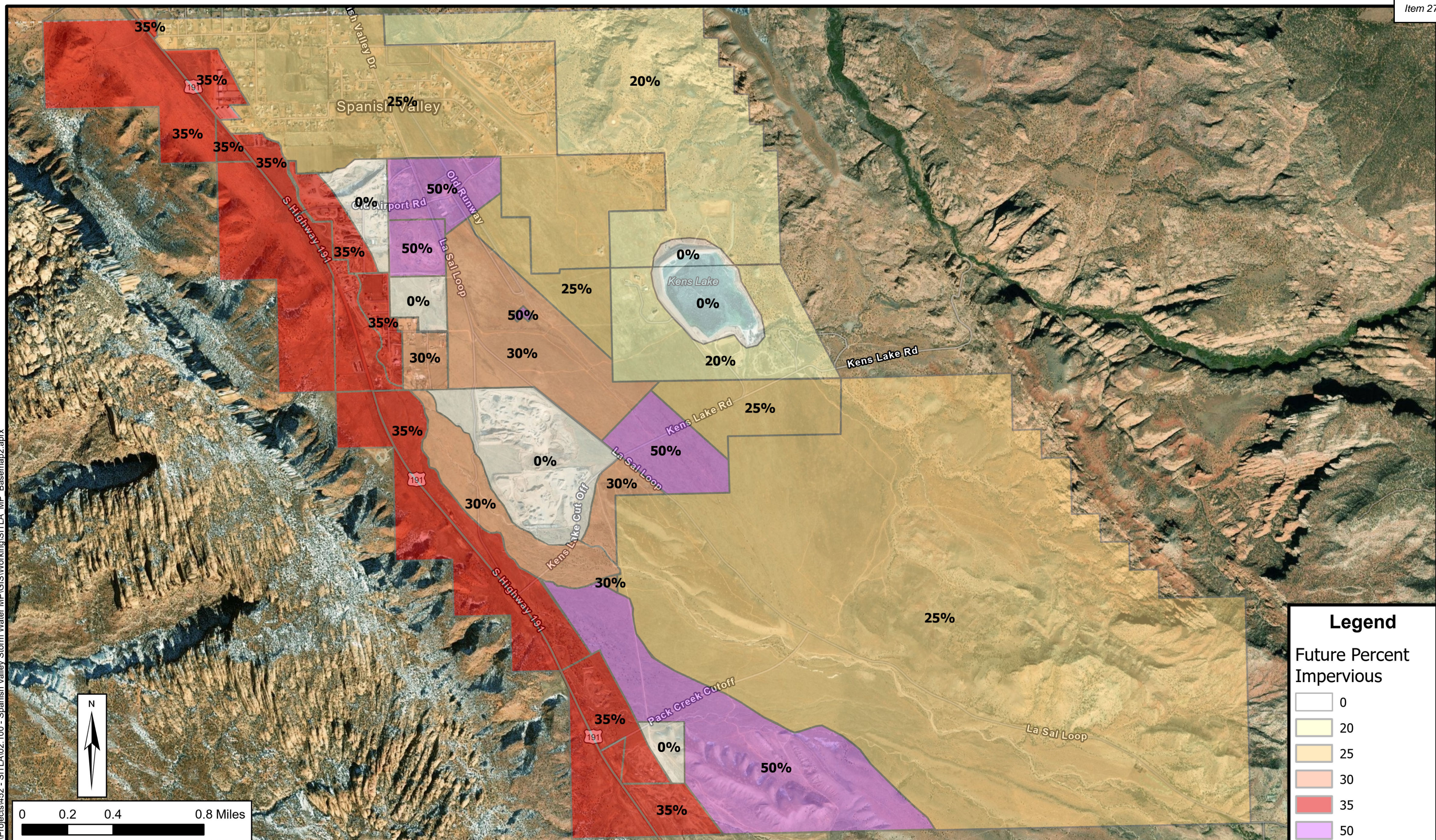
Community Structure Action Plan

A draft version of a document titled the Community Structure Plan for the South Valley Community dated July 13, 2022, was provided to HAL. The Community Structure Plan (CSP) describes a land-use vision of the community and includes planning and description of community boundaries, development densities, a circulation plan, and utility connections and improvements.

Volume weighting was performed to the Curve Numbers to account for increased future impervious percentage. The assumed future percentage impervious was developed according to zoning maps provided in the Planned Community Rezone Application (e.g. Map 2, CSP). Predicted future impervious percentage is shown in **Figure 2-5**.

Infill Assumptions

As one-acre lots are subdivided into quarter-acre lots, infill is expected to happen which will result in an increase in impervious area. The projected future impervious percentage is shown in **Figure 2-5**. We recommend that new lots be required to provide sumps to capture and infiltrate the runoff from storm events up to a 10-year 24-hour storm from the new impervious area.



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SAN JUAN COUNTY - SPANISH VALLEY

**STORM DRAINAGE MASTER PLAN
 ASSUMED FUTURE PERCENT IMPERVIOUS**

**FIGURE
 2-5**

CHAPTER 3 – PACK CREEK MASTER PLAN

HAL performed a hydrologic study on Pack Creek previously to help San Juan County and SITLA better understand the flood hazards in Spanish Valley (HAL, 2019). San Juan County and SITLA are pursuing recommendations from that study to develop debris basins and other facilities with sufficient capacity to convey the 1% chance flood event.

The results of the prior study predict that the 1% annual chance exceedance peak flood flow for Pack Creek at the San Juan County line is about 5,200 cfs. The 10% annual chance exceedance peak flood flow estimated by the HMS model is about 2,400 cfs.

Pack Creek poses a flood hazard risk to a significant portion of the San Juan County Spanish Valley floor. The braided nature of the channel network in the southern end of the valley is evidence of an alluvial fan. Above the valley floor, Pack Creek flood flows are confined in mountain ravines which have high gradients and convey large quantities of eroded sand, rock, and boulders out onto the valley floor. On the valley floor, land slopes are reduced; and flood flow velocities are reduced depositing sediment and debris forming a fan shape. The erosion/deposition process results in channel braiding where channels are alternately cut and filled with sediment. This phenomenon is commonly referred to as an alluvial fan.

The Pack Creek alluvial fan presents a special flood hazard (see SITLA Flood Hazard Mapping memo, HAL 2019). Two debris basins are currently planned as part of a Natural Resources Conservation Service (NRCS) project upstream of the drainage master plan study area. These new debris basins are expected to reduce debris floods on the alluvial fan. In addition to the debris basins, a flood control basin is proposed to reduce the 1% chance flood flows.

Pack Creek is an intermittent stream through the study reach with visibly flowing water occurring during periods of snow melt and rainfall events. The creek bed is dry much of the year (see **Figure 3-1**). The water table is deep in the valley floor, and the stream channel lacks riparian vegetation.



Figure 3-1. Pack Creek Channel in Valley Floor

FLOOD CONTROL BASIN

San Juan County and SITLA are exploring the option of constructing a detention basin on Pack Creek to reduce peak flowrates and protect existing homes and structures; it will also make more land developable. The general location of the proposed detention basin is southeast of the gravel pits that are owned by SITLA. A conceptual figure showing the approximate size, location, and extents of the potential basin is shown in **Figure 3-2**.

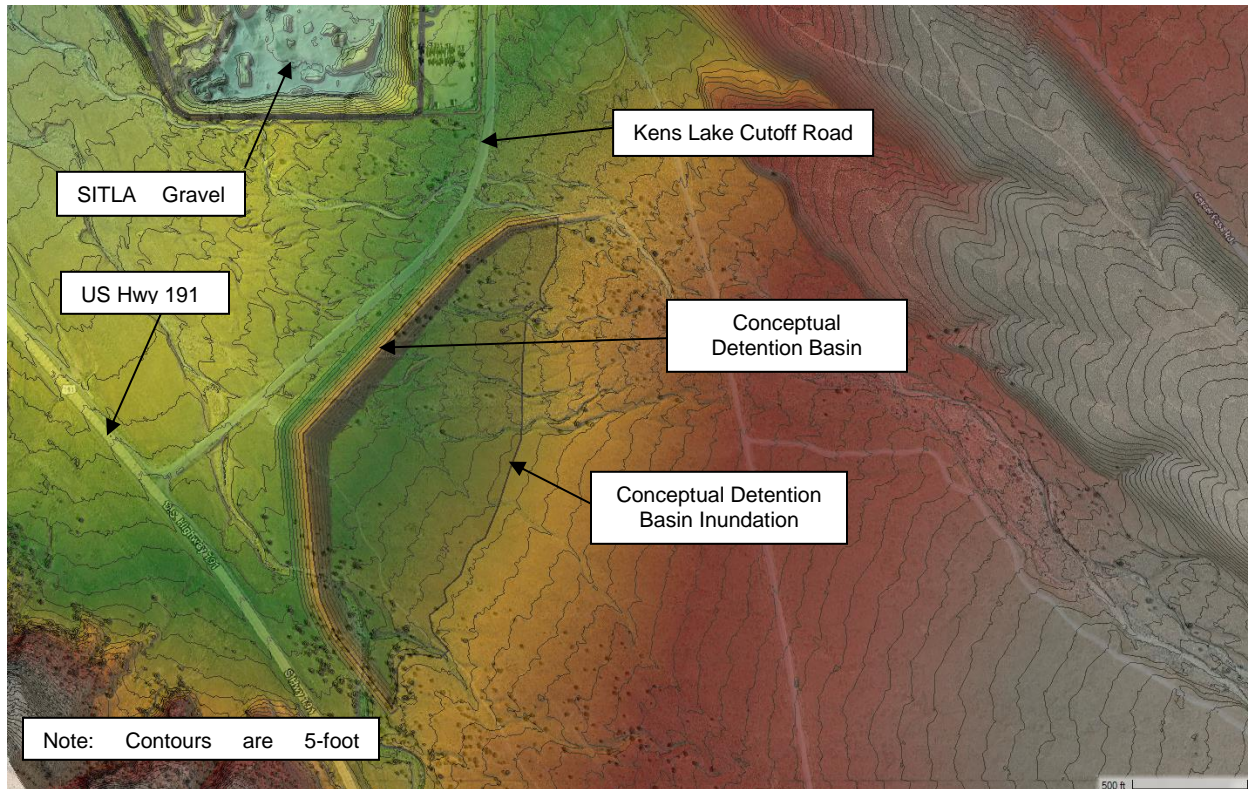


Figure 3-2. Conceptual Detention Basin Location and Extents

The detention basin would be downstream of debris basins that are currently in the design phase. The hydrologic model developed previously was used to estimate the required detention volume for various release rates. A hypothetical dam was added to the existing terrain data at a location selected by SITLA and San Juan County. A storage elevation curve was developed based on anticipated grading and the assumption that much of the material to create the detention basin embankment could come from material excavated on site.

It was estimated the required berm height would be approximately 35 feet above lowest existing elevation and would require about 156 acre-ft of material for the prism of the detention embankment. It was assumed that 100 of the 156 acre-ft of required volume could be extracted within the first 8 feet above the lowest existing elevation. The estimated elevation storage curve for the potential detention basin is shown in **Figure 3-3** below.

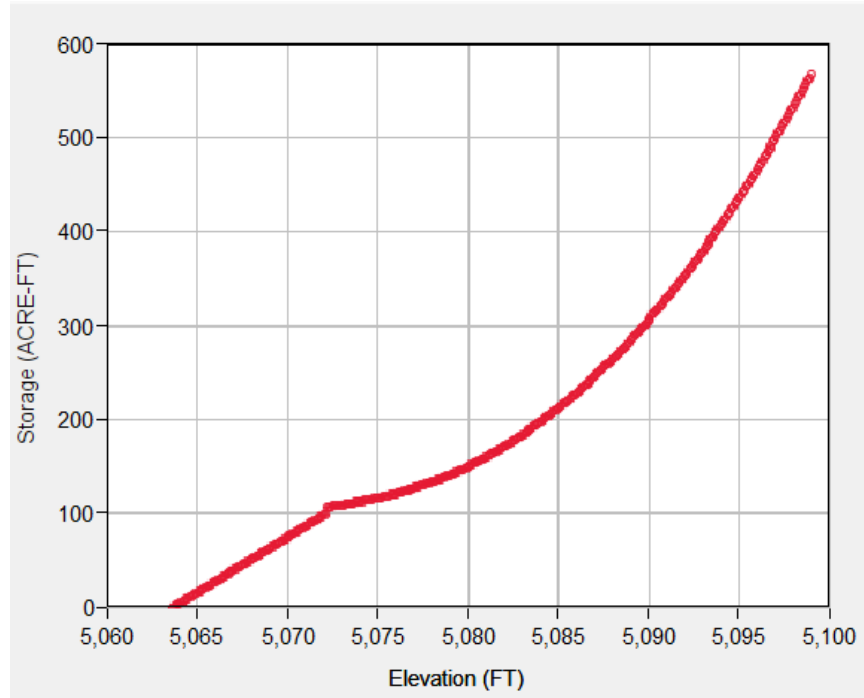


Figure 3-3. Hypothetical Future Pack Creek Detention Basin Storage vs. Elevation Curve

A recent relatively high flow event on Pack Creek was reported at approximately 1,500 cfs. Existing dwellings along Pack Creek in San Juan County and in Grand County were not impacted by the flow. Minor damage occurred during the event but was mostly attributed to excessive debris and not necessarily the flowrate. The general thought has been if the upstream debris basins significantly reduce debris loads and the flowrate can be reduced to 1,500 cfs via the flood control detention basin, then existing dwellings along Pack Creek in San Juan and Grand counties will not be flooded in a 1% chance event.

The model was then run with an orifice sized to release 400 cfs up to 8 feet of depth and 100-acre-ft of volume (2-5 year event). A second orifice was set at a depth of 8 feet and sized to release a combined 1,500 cfs for the 100-year flood event. A summary of the orifice configuration is shown in **Table 3-1**.

Table 3-1. Summary of Assumed Orifice Configuration

Orifice #	Elevation (ft)	Area (sf)	Coefficient
1	5064	29	0.61
2	5072	31	0.61

The required volume based on the configuration described above is approximately 423 acre-feet. The model results are shown in **Figure 3-4**.

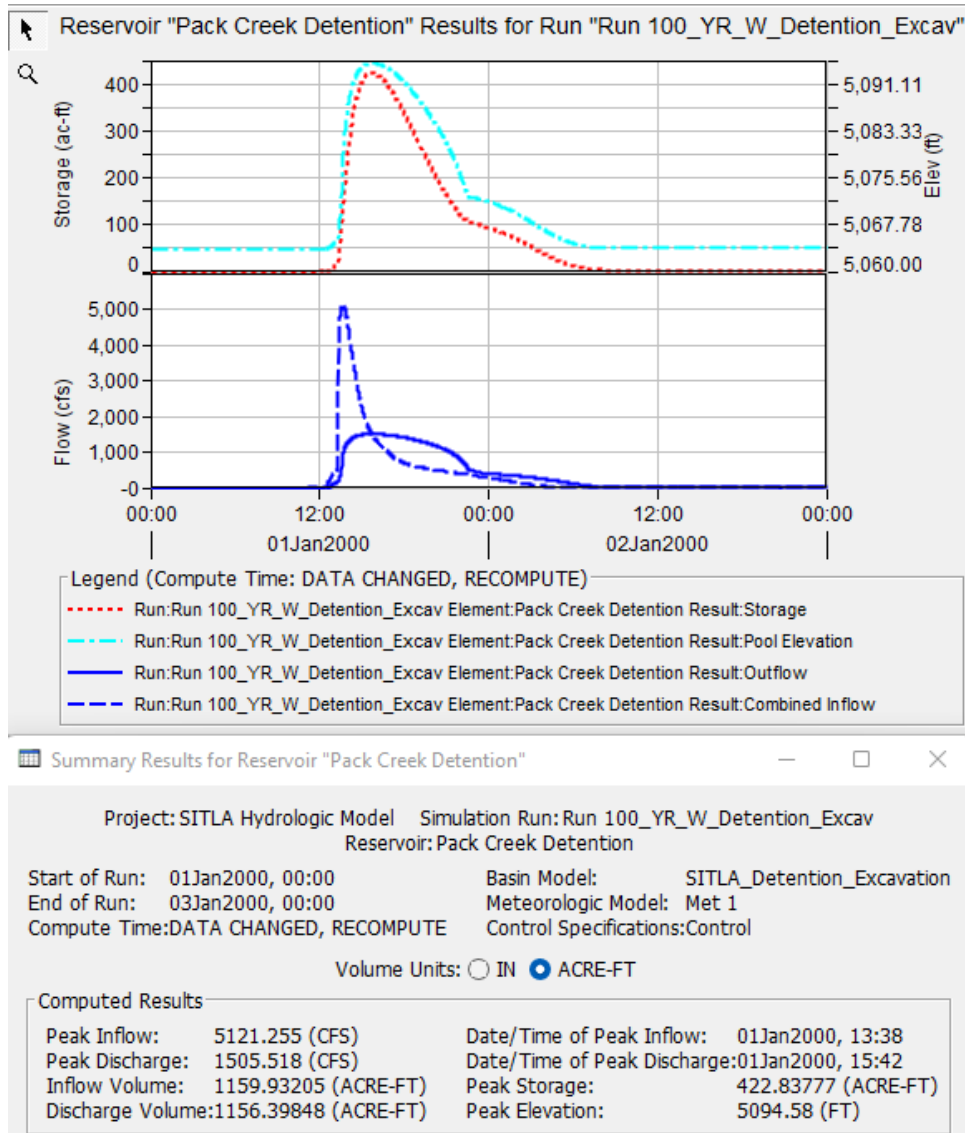


Figure 3-4. HEC-HMS Pack Creek Model Detention Analysis Results

PACK CREEK CHANNEL MASTER PLAN CROSS SECTION

Below the proposed flood control basin, Pack Creek will need stabilization and increased conveyance to accommodate the existing and proposed developments. The following channel design criteria were selected in consultation with SITLA and San Juan County.

Design Flow

- Low Flow Channel capacity = 400 cfs (approximately 2 to 5-year detained release)
- Total Channel capacity = 1,500 cfs (100-year detained release)

Channel Hydraulics

- Maximum Froude Number in low flow channel = 0.8
- Low Flow Channel riprap design based on safety factor method with a safety factor of 1.5. Calculated D50 is 9-inches.
- Composite channel will be sized to convey the 1,500 cfs.

The recommended Pack Creek channel design includes the use of grade control structures. The existing slopes are too steep for subcritical flow; Froude numbers less than or equal to 0.8 are desirable for a stable channel design. The recommended Pack Creek Channel design involves a series of stable channel reaches and grade control structures as needed based on ground slopes. An example profile of how this may look is shown in **Figure 3-5**. The typical spacing between drops for a 3- and 4-foot drop are provided in **Table 3-2**.

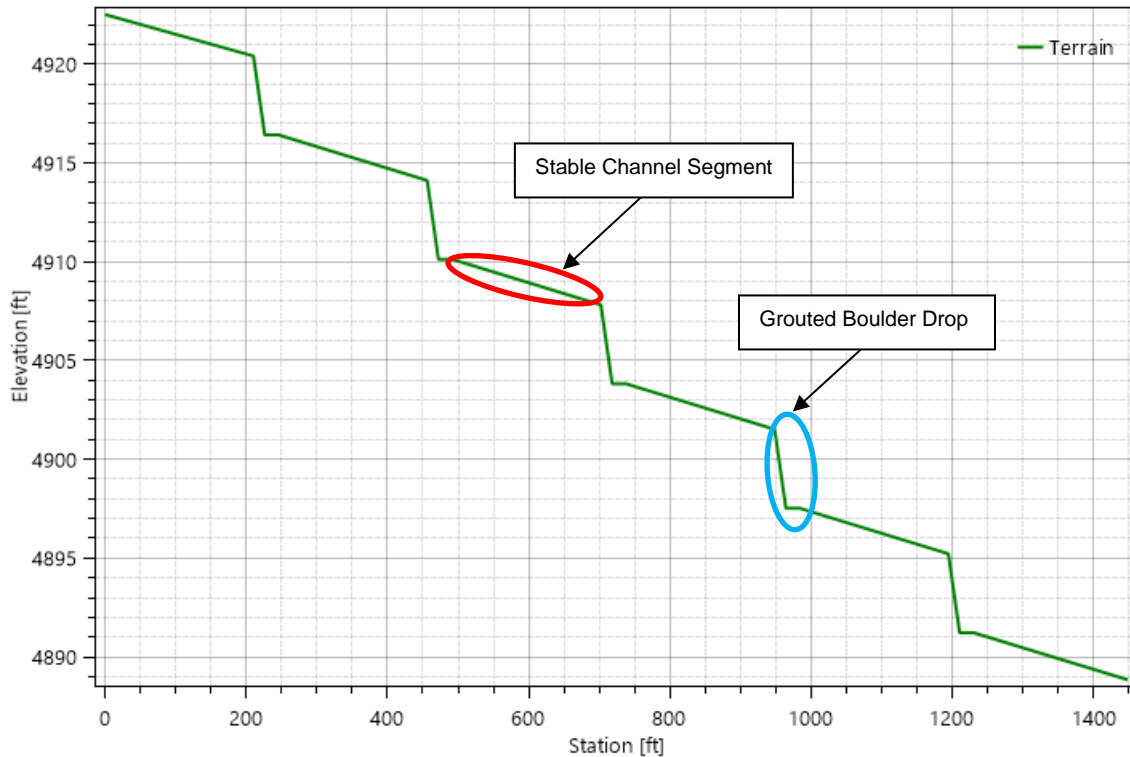


Figure 3-5. Typical Pack Creek Design Channel Profile

Table 3-2. Typical Spacing Between Drops

	Typical 3' Drop Spacing (ft)	Typical 4' Drop Spacing (ft)
Ground Slope (ft/ft)	Design Channel Slope (ft/ft)	Design Channel Slope (ft/ft)
0.030	150	200
0.025	200	267
0.020	300	400

The preferred method for grade control is the Grouted Sloping Boulder Drops with criteria as specified in the Urban Storm Drainage Criteria Manual, Volume 2, Mile High Flood District Denver, Colorado (MHFD, 2016). **Figure 3-6** shows an example of a grouted boulder drop profile with a free draining stilling basin.

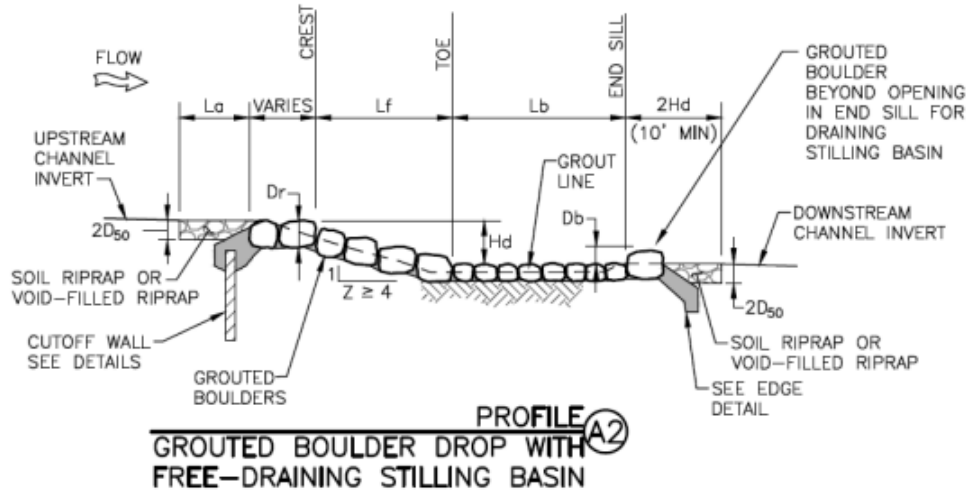


Figure 3-6. Grouted Boulder Drop Profile Drawing (MHFD, 2016)

Preferred Pack Creek Channel Section

The preferred composite design channel cross section for Pack Creek downstream of the proposed detention basin is shown in **Figure 3-7**.

Low flow channel

- Bottom Width of 15 feet
- Side slopes of 3H:1V
- Channel slope of 1%
- Riprap protection D50 of 9-inches
- Depth of approximately 2.75 feet

The Preferred Composite Channel Cross Section extends out beyond the top of the low flow channel by 11 feet on each side, and then has 3:1 side slopes up to the existing grade (total required width varies based on proximity to drop structures).

Narrow Pack Creek Channel Section

In areas where top width is limited due to existing development, gabion walls could be used to reduce the required top width while keeping the low flow channel the same. The typical narrow cross section configuration is shown in **Figure 3-8**.

MASTER PLAN TYPICAL ROAD CROSSING

Two alternatives for crossings to allow conveying the 100-year flood event without impacting buildings have been investigated: 1) use of box culverts with sufficient capacity to convey the 100-year flood event without overtopping the road, and 2) use of a depressed road surface in the section of the crossing with a culvert sized sufficiently to convey 1,500 cfs with combined culvert and weir flow over the road.

Box Culverts Sized for 100-Year Flood Event

Because of the available gradients through the study reach (generally greater than 2%), box culverts for the road crossings have been conceptually sized and are shown below based on inlet control conditions.

- Approximate Size is three 9' x 6' box culverts to pass the 1,500 cfs.
- Approximate Size is one 15' x 6' box culvert to pass the 1,100 cfs (the additional 400 cfs of weir flow would require approximately 1.5 feet of head and 75 feet of weir length).

In the situation where weir flow over the road is possible, signs should be placed in the road to warn of the flood prone nature of the crossing.

We recommend that the culverts be sized to carry the full 1,500 cfs without overtopping the road. Because the flows are being detained, the likelihood that the channel will experience flows of this magnitude is increased significantly.

Existing Crossings

The existing crossing at Sunny Acres Lane is severely undersized and should be improved as the design channel is constructed in that area. The existing crossing at Old Airport Road currently has sufficient capacity to pass the 1,500 cfs without overtopping. No existing dirt road crossing has sufficient capacity for the design flows. These crossings should either be removed or improved to provide sufficient capacity for the design flow of 1,500 cfs. This will become increasingly important as development occurs, because bottlenecks in the creek increase flood risk.

CONCEPTUAL CONSTRUCTION COST ESTIMATES

Construction cost estimates for the detention basin, channel improvements, and typical road crossings are provided in **Table 3-3**. The unit cost for channel improvements is approximately \$1,000 per linear foot.

Table 3-3. Conceptual Cost Estimates for Pack Creek

Item	Estimated Construction Cost	Notes
Detention Basin	\$6,000,000	Cost estimate does not include land costs
Channel Improvements	\$16,800,000	Total assumed length is 16,400 ft (from proposed detention basin to County line). Cost includes grouted boulder drops and protection for the low flow channel.
Typical Road Crossing	\$430,000	Assumes three 9' x 6' box culverts to pass 1,500 cfs without overtopping the road.

CHAPTER 4 – STORM DRAINAGE MASTER PLAN

The existing storm drainage system in Spanish Valley is primarily open channel, comprised mostly of creeks, washes, roadside swales, irrigation ditches, and some culvert road crossings. The proposed development will change the landscape of Spanish Valley and will require associated drainage improvements. This chapter discusses the existing drainage deficiencies and the plan to prevent future deficiencies for both existing and future landowners as land develops.

EXISTING DRAINAGE DEFICIENCIES

The existing deficiencies in this master plan were identified by San Juan County staff for areas which constituted known drainage issues. Identified existing drainage deficiencies and possible solutions are described below by location.

Coronado

The residence of 110 East Coronado Street has been flooded several times according to the County. The contributing drainage area to 110 East Coronado Street for minor storm events appears to be limited to local drainage. Major storm events could contribute flow from south of Coronado Street or east of Cabrillo Street. This location is particularly hazardous as the driveway directs flow away from the road into or near the house. Some possible solutions which would resolve the minor event flooding include:

1. Adding sumps on both sides of the driveway which would intercept and infiltrate the road drainage.
2. Increasing conveyance by improving the ditch along the east side of the driveway.
3. Developing storage in the undeveloped land east of the driveway.

The ideal option is of course elevation of the structure and, wherever possible, this option should be employed. This example serves as a reminder why homes should be elevated and driveways sloped down to the road.

There is an irrigation ditch on the south side of Coronado which, if it overtops, would spill some flow north across Coronado during large events. Solving the major event flooding would require also installing detention or retention upstream. Good siting for this basin or these basins would include the areas immediately south of the property and/or the southeast corner of the intersection at Coronado and La Sal Loop Rd.

Rio Grande

Any flow from the major event that does not cross Coronado at the location discussed above, crosses Rio Grande Drive just to the west. According to LiDAR, the minimum crest elevation for Rio Grande is approximately one foot lower than that of Coronado's (4791.2 compared to 4792.2). This means that this conveyance path receives 100% of the storm runoff from south of Coronado Street until the flood is large enough to overtop Coronado, at which time both locations experience major flooding. A potential solution for this location includes a culvert under Rio Grande Drive to convey the design peak flow. The selected master plan solution is to construct a new conveyance to Pack Creek from the west end of Coronado.

Mt. Peale

The crossing of the open drainage way (wash) just east of Sky Ranch airport with Mt. Peale Drive results in the closing of the road during flood events. The neighborhood just east of the crossing has more than 50 homes and is currently accessible only via Mt. Peale Drive. It is recommended that the design event for this crossing be the 100-year storm. The 100-year design flow for this crossing is 118 cfs. A 54-inch diameter culvert operating under inlet control is adequate to pass the design flow (118 cfs) with a headwater depth of 5.2 feet.

Sunny Acres

The County identified the Sunny Acres Drive crossing of Pack Creek as prone to flooding; it needs to be replaced. This crossing is addressed in the Pack Creek master plan (see Chapter 3).

MASTER PLAN ALTERNATIVES

Minor storm. To prevent increased runoff during the 10-year storm for new development (commensurate with undisturbed native vegetation runoff), sumps or other infiltration means should be implemented to retain and infiltrate the runoff from a 10-year storm event onsite.

Major storm. To prevent increased runoff from new development during the 100-year storm (commensurate with undisturbed native vegetation), detention and conveyance need to be added. There are two primary approaches for construction and maintenance of detention basins: regional and local. The following paragraphs describe the advantages and disadvantages of each approach.

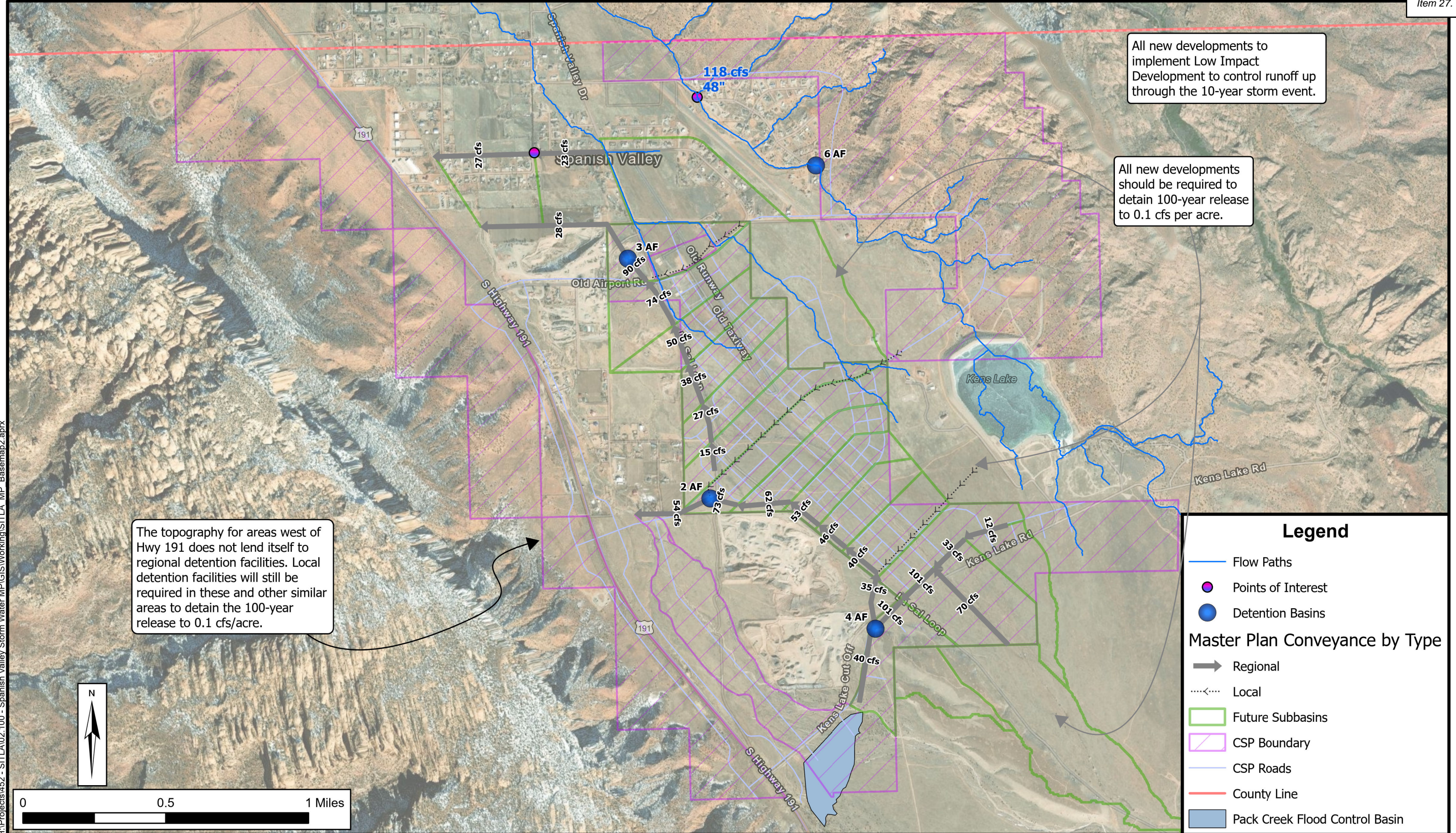
Regional Detention Basins

Regional detention facilities serve to detain flows from a large contributing area. The advantage of regional detention facilities is that they are few. Maintenance is consolidated for maintenance personnel with fewer basins. Regional detention basins are larger and provide an increased opportunity for multi-use facilities. Regional detention basins are usually maintained by the local government entity. The cost per unit storage is generally lower due to economy of scale. As the system detains flow in fewer places, there is less opportunity to “double-store” volume, which happens when water has been detained once already and is mixed with undetained flows prior to entering another detention facility.

A disadvantage of regional detention facilities is the higher requirement for coordination on the funding. Construction of the regional facility will need to happen early in the development process to provide the required benefits. Additionally, the conveyance sizing to direct flows to the regional facility are larger as the flow is accumulated prior to being detained. **Figure 4-1** shows a concept of the pipes and basins under the regional detention approach.

Development Detention Basins

Local detention basins only serve the development for which they were constructed. Their strengths and weaknesses are generally opposite those of regional facilities. As they must occur for every development, local detention policy will result in creation of many detention basins. Maintenance costs are higher, and the cost per unit storage is generally larger than for regional facilities. The system detains flow in more places and there is more opportunity to “double-store” volume. The sizing of the conveyances to route the flow from the local facilities is smaller than it would have been in the regional case, but care should be taken not to commingle detained flows



All new developments to implement Low Impact Development to control runoff through the 10-year storm event.

All new developments should be required to detain 100-year release to 0.1 cfs per acre.

The topography for areas west of Hwy 191 does not lend itself to regional detention facilities. Local detention facilities will still be required in these and other similar areas to detain the 100-year release to 0.1 cfs/acre.

Legend

- Flow Paths
- Points of Interest
- Detention Basins

Master Plan Conveyance by Type

- Regional
- Local
- Future Subbasins
- CSP Boundary
- CSP Roads
- County Line
- Pack Creek Flood Control Basin

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SAN JUAN COUNTY – SPANISH VALLEY

STORM DRAINAGE MASTER PLAN REGIONAL DETENTION ALTERNATIVE

FIGURE 4-1

with undetained flows. **Figure 4-2** shows a concept of the pipes and basins under the local detention approach. **Table 4-1** provides a summary of the pros and cons of each approach.

**Table 4-1
Pros and Cons of Each Detention Basin Approach**

Category	Regional	Local
Maintenance/Number of facilities	Low	High
Cost per unit volume	Typically lower	Typically higher
Opportunity to “double store”	Lower	Higher
Conveyance Sizing	Larger	Smaller
Funding and Phasing difficulty	Higher	Low

Due to the funding constraints, the County has chosen the local detention approach for implementation in the master plan. Regional facilities may be permitted or required on a case-by-case basis.

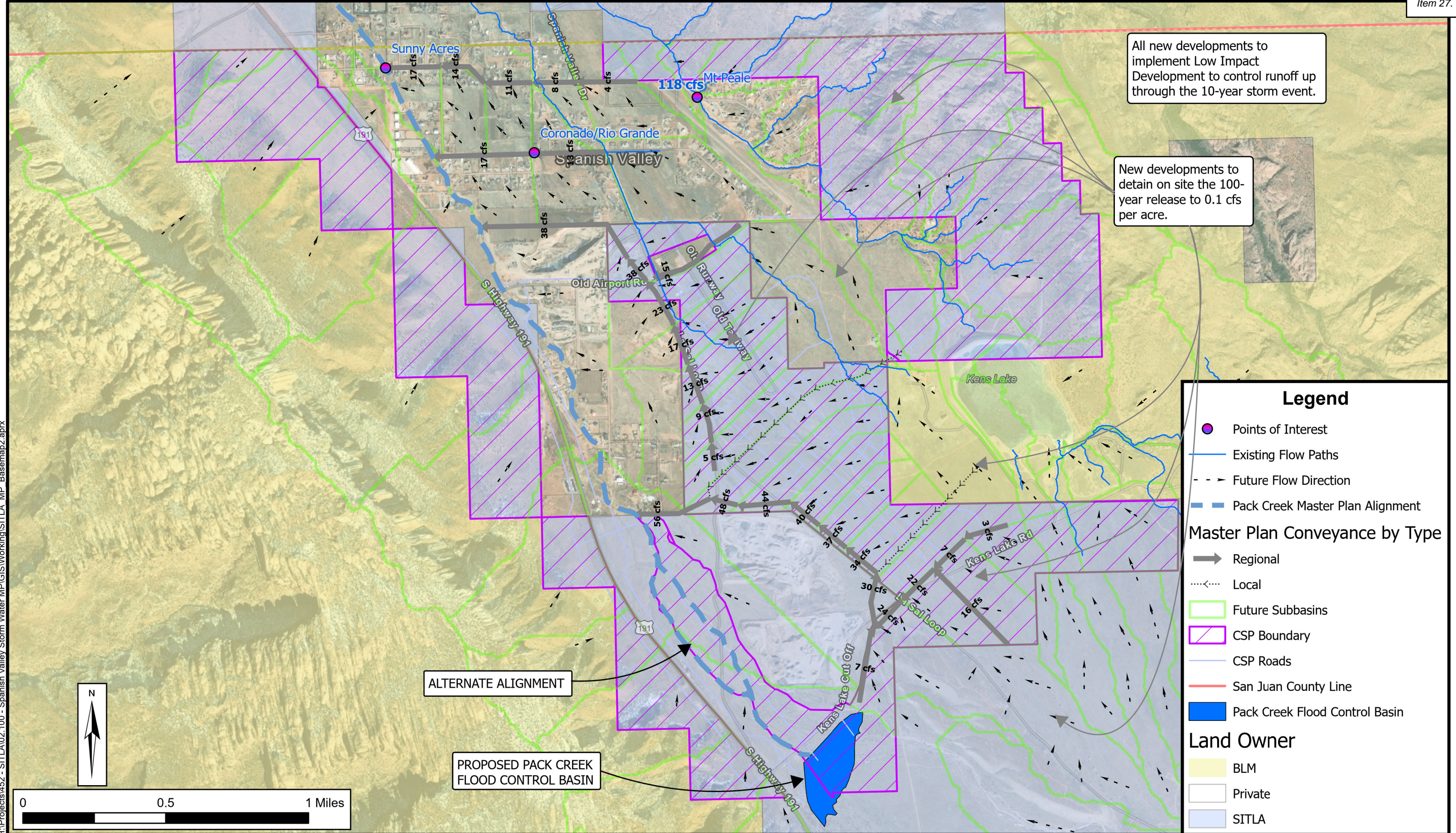
CONCEPTUAL CONSTRUCTION COST ESTIMATES

Construction cost estimates for the master plan conveyances and existing deficiencies on Mt. Peale Drive and Coronado Street are provided in **Table 4-2**. This cost estimate assumes that the local detention option is selected and that the Master Plan Conveyances are pipes.

**Table 4-2
Conceptual Cost Estimates
of the Master Plan Regional Storm Drainage Facilities**

PROJECT	COST*
Master Plan Conveyances	\$6,310,000
Coronado (new outfall to Pack Creek)	\$512,000
Mt. Peale Drive (drainage crossing replacement)	\$102,000

* Assumes that the local detention option is selected. Also assumes that Master Plan Conveyances are pipes. Includes 30% for contingency and engineering.



All new developments to implement Low Impact Development to control runoff up through the 10-year storm event.

New developments to detain on site the 100-year release to 0.1 cfs per acre.

Legend

- Points of Interest
- Existing Flow Paths
- - - Future Flow Direction
- Pack Creek Master Plan Alignment

Master Plan Conveyance by Type

- Regional
- - - Local

- Future Subbasins
- ▨ CSP Boundary
- CSP Roads
- San Juan County Line
- Pack Creek Flood Control Basin

Land Owner

- BLM
- Private
- SITLA

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SAN JUAN COUNTY – SPANISH VALLEY

**STORM DRAINAGE MASTER PLAN
LOCAL DETENTION ALTERNATIVE**

**FIGURE
4-2**

REFERENCES

“Design Hydrology and Sedimentology for Small Catchments” C. T. Haan, B. J. Barfield, and J. C. Hayes, Academic Press, 1994.

“Incipient Sediment Motion and Riprap Design” S. Wang and H. W. Shen, ASCE Journal of Hydraulics, 1985.

“Pack Creek Spanish Valley San Juan County” HAL, March 2019.

“Roughness of Loose Rock Riprap on Steep Slopes”, C. E. Rice, K. C. Kadavy, and K. M. Robinson, ASCE Journal of Hydraulic Engineering, 1998.

“Sediment Transport Technology” D. B. Simons and F. Senturk, Water Resources Publications, Ft. Collins, Co., 1977 and 1992.

“Urban Storm Drainage Criteria Manual”, Volume 2. Denver, CO: Mile High Flood District. Website: www.mhfd.



STAFF REPORT

MEETING DATE: June 20, 2023

ITEM TITLE, PRESENTER: Consideration and Approval of Spanish Valley Storm Water Master Plan, Mack McDonald

RECOMMENDATION: Consideration and Approval

SUMMARY

This Spanish Valley Storm Water Master Plan was prepared by Hansen, Allen and Luce Engineers. The plan was paid for by SITLA and San Juan County. County staff formed the stakeholder committee in the development of the plan.

This plan will provide a broad storm water plan for Spanish Valley that developers can use to create more detailed plans for individual developments.

HISTORY/PAST ACTION

The Planning Commission discussed this at their March and April meetings.

At the June 8 Planning Commission Meeting, the PC voted to recommend that the Spanish Valley Storm Water Master Plan be included as an exhibit of the San Juan County Land Use and Development Ordinance (LUDMO).



COMMISSION STAFF REPORT

MEETING DATE: June 20, 2023
ITEM TITLE, PRESENTER: CONSIDERATION AND APPROVAL OF A RESOLUTION UPDATING THE SAN JUAN COUNTY LIBRARY SYSTEM BOARD OF DIRECTOR BYLAWS. Nicole Perkins, Library Director
RECOMMENDATION: Approve

SUMMARY

These Library Board Bylaws were previously approved by the Library Board but still need to be approved by the Commissioners. A few minor changes so that of the existing 9 positions 6 of the 9 could be from any location in the County. 1 must be from the Blanding area, 1 from the Monticello area, and 1 from the satellite branch areas. Currently we have 1 from the Blanding area, 1 from the Monticello area, 1 from the Bluff area, 1 from the Montezuma Creek area, 1 from the Spanish Valley area, and 3 from the La Sal area. Sometimes it is difficult to recruit volunteers from the smaller areas and the change allowed more freedom for volunteers throughout the area to serve regardless of location as long as they are San Juan County residents.

HISTORY/PAST ACTION

Approved last in 2015

FISCAL IMPACT

N/A

**SAN JUAN COUNTY UTAH
RESOLUTION NO 2023- ____**

**A RESOLUTION UPDATING THE SAN JUAN COUNTY LIBRARY SYSTEM BOARD OF DIRECTOR
BYLAWS**

WHEREAS, on August 11, 2003, the Board of San Juan County Commissioners adopted Ordinance 2003-01 Establishing the San Juan County Library Board of Directors which ordinance grants certain responsibilities to the San Juan County Library Board of Directors and established certain policies and procedures; and

WHEREAS, with periodic changes in Utah Code and the changes to include requirements for Board of Directors and representative areas needed to be adjusted and included in an update; and

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of San Juan County Commissioners **PASSED, ADOPTED, AND APPROVED** this Resolution adopting the bylaws as follows:

ARTICLE I

Name

The name of this organization shall be referred to as the San Juan County Library Board of Directors (“Board”). Authorized by Utah Code Annotated § 9-7-502 allowing Counties to exercise the powers and authority and assuming the responsibilities delegated to it under said Statute to establish a Library Board of Directors. Whereas, the Board of Directors exists also by virtue of the provisions of County Ordinance 2003-01 adopted on August 11, 2003 by the Board of San Juan County Commissioners which ordinance grants certain responsibilities to the San Juan County Library Board of Directors and established certain policies and procedures for the exercise thereof.

ARTICLE II

Library Board of Directors

The Board shall consist of not less than five (5) and not more than nine (9) voting members (“Directors”) chosen from residents of San Juan County and based upon their fitness for the office.

- At least one (1) representative from Monticello
- At least one (1) representative from Blanding,
- One (1) representative from the Board of County Commissioners (“County Executive
- Up to six (6) representatives shall be from any community within San Juan County.

All Board Members shall be registered voters of Utah and can be appointed/removed for misconduct or neglect of duty, by the County Executive with the advice and consent of the Board of County Commissioners. No employee of the Library is eligible to serve as a Board of

Director. Neglect of duty shall also include lack of attendance at Board Meetings and being absent for three consecutive meetings a year.

ARTICLE III
Term of Service

Board Members shall be appointed to serve for four (4) year terms (beginning on the date of appointment) or until their successors are appointed and shall not serve more than two (2) consecutive full terms. Terms of the Board of Directors shall be staggered so that approximately one-quarter of the Board is appointed each year. Vacancies created by resignation, death, removal, or otherwise shall be filled for the duration of the unexpired term in the same manner as the original appointment. Each Director may serve without compensation, but the actual and necessary expenses incurred in the performance of the Board of Directors official duties may be paid from library funds.

ARTICLE IV
Officers

The Board shall elect a Chair, Vice-Chair, and Secretary annually in January from among the appointed voting Board of Directors after nominations are made by voting members.

The County Treasurer shall have legal custody of all library fees/fines and other funds collected or received by the library and taxes and fees collected by the County and shall act as Treasurer of such funds but shall not be a member of the Board.

Officers shall serve a term of one (1) year from the meeting at which they were elected. There are no limits to the number of times a member may serve in a particular office. The Chair shall preside at all meetings of the Board, authorize calls and issue notice for any special meetings (giving 24 hours prior notice to public/Board Members), appoint all committees - serve as an ex-officio voting member of all committees, appoint ad hoc committees for the study and/or investigation of library matters, execute all documents authorized by the Board, arrange an officer (i.e. Secretary) to take minutes and maintain official records of Board actions, and generally perform all duties associated with that office. The Vice-Chair, in the event of the absence, resignation, or disability of the Chair shall assume and perform the duties and functions of the Chair. The Secretary shall keep a true and accurate record of all meetings of the Board. Records of all Board meetings shall be kept, managed, classified, and disclosed as required by County ordinance and State law, including, but not limited to the Government Records Access and Management Act. The Secretary shall provide meeting minutes to each Director prior to subsequent meeting. In the absence of the Secretary, a Board member shall be appointed to fill the Secretary’s post. All other Board members shall perform such other duties as assigned by the Chair.

ARTICLE V
Meetings

The Board shall schedule regular meetings as it deems necessary and appropriate to conduct its business, shall have no fewer than four (4) regular meetings during a calendar year (i.e. January, March, May, July, September, and October). The meeting dates, time, and location shall be set by the Board annually and the public given notice in January. No meeting shall be scheduled in December. Meetings shall comply with all the requirements of State law including, but not limited to, the Utah Open and Public Meetings Act (§ 52-4-201). Electronic notice/agenda of each meeting shall be given to each voting member not less than two days prior to the meeting, any person wishing to include an item on the agenda must do so before this time by contacting the Chair. Board Members shall attend Board meetings unless duly excused. Any Board Members desiring to be excused shall notify Board and/or Library Director prior to the meeting that will be missed. The Chair shall recommend the replacement of any Board Member with consecutive unexcused absences. No member of the Board shall be permitted to vote on any action unless the member shall be present in person, via telephone/computer video connection when the vote is taken and when the result is announced. No member shall grant a proxy vote to any other member. The order of business for meetings shall include, but not be limited to, the following items:

- 1. Call to Order and Roll Call
- 2. Approval of Minutes from prior meeting
- 3. Public Comment
- 4. Old/New Business requiring discussion/action
- 5. Library Director/Librarians Report
- 6. Library Chair Report
- 7. Other Business
- 8. Agenda items for next meeting
- 9. Adjourn

A quorum for the transaction of any business action at any meeting shall consist of a majority of the Board of Directors present in person, via telephone/computer video connection. An affirmative vote of a majority of the members present shall be necessary to approve any action before the Board. The Chair may vote upon and may move or second a proposal before the Board. Conduct of meetings will utilize a similar parliamentary procedure as the Robert’s Rules of Order, latest edition, as a guideline for procedural matters.

ARTICLE VI
Duties and Responsibilities

Subject to compliance with federal laws, State laws, and County ordinances and policies the Board is hereby granted responsibility for the expenditure of library funds, establishing and revising policies in cooperation with the Library Director for the use, operation, maintenance and care of the library/facilities/equipment/staff and other such resources. The Board shall establish policies for the enforcement of library rules and applicable laws and ordinances and for the selection, acquisition, cataloging, maintenance, and use of the library collections and information resources and submit those policies to the County Attorney for review for compliance with State and Federal law. Recommend to the County Executive a competent person for appointment with those duties specified in a job description approved by the Board and the County Executive, make an annual report to the County Executive and the Board of County Commissioners on the

condition and operation of the Library, including a financial statement. Submit an annual report to State Library Board. Furnish to the County Executive, in writing, and prior to the time required by law to levy County taxes, an estimate of the amount of moneys necessary to establish, equip, and maintain the Library, and to provide Library services during the next ensuing fiscal year and to certify the amount. Perform such other duties related to the Library as established in the official job description or as may be assigned by the County Executive.

ARTICLE VII
Library Director/Library Personnel
Duties and Responsibilities

The County Library Director/Librarian shall serve as the Executive Administrative Officer and Department Head for the San Juan County Board of Directors as a Department of San Juan County in accordance with and subject to the requirements of County ordinances, policies, and procedures. Perform such other duties related to the Library as established in the official job description or as may be assigned by the County Executive. Any Library Director/Library Personnel shall be an employee of the County, subject to the personnel policies, procedures, merit system, and compensation plans approved by the County Executive and the Board of County Commissioners. The Board shall recommend to the County Executive for appointment a competent person to serve as the Library Director. The County Executive shall, within 30 days of the recommendation, either make the appointment or request that the Board submit another recommendation.

ARTICLE VIII
Committees

The Chair shall appoint committees of one or more Board Members each for such specific purposes as the business of the Board may require. All committees shall make a progress report to the Board at each of its meetings. No committee will have authority, other than advisory powers, or recommending suitable action of the Board if it is granted such specific guidance to do so.

ARTICLE IX
GRAMA

The Board will follow the County’s policy on GRAMA requests. The County follows Utah Code Annotated § 63G-2, as amended.

ARTICLE X
General

The Bylaws may be amended by the majority vote of all Members of the Board, provided written copies of the proposed amendments shall have been distributed to all Members at least ten days prior to the meeting at which such action is proposed to be taken. Any rule or resolution of the

Board, whether contained in these bylaws or otherwise, may be suspended temporarily in connection with business at hand, but such suspension, to be valid, may be taken only at a meeting at which two-thirds of the Members of the Board shall be present and shall so approve.

Passed by the Board of San Juan County Commissioners this 20th day of June, 2023, by the following vote:

Those voting aye:

Those voting nay:

Those absent or abstaining:

BOARD OF SAN JUAN COUNTY COMMISSIONERS

Bruce Adams, Chair

ATTEST:

Lyman Duncan, Clerk/Auditor

####

San Juan County Library System Board of Trustees Bylaws

ARTICLE I

Name

- A.** This organization shall be referred to as the Board of Trustees for the San Juan County Library System. The board exists by virtue of the provisions of Title 9, Chapter 7, Part 5, Section 501 et. seq. for the State of Utah (a copy is hereto attached), and exercising the powers and authority and assuming the responsibilities delegated to it under the said statute. The board exists also by virtue of the provisions of County Ordinance 2003-01 of the County of San Juan that establishes a library board and is hereto attached.
- B.** These Bylaws, accepted by the San Juan County Library Board of Trustees, are for the San Juan County Library System, which includes the Blanding and Monticello branch libraries as well as the satellite libraries for the communities of Bluff, La Sal, and Montezuma Creek, and any other libraries that may be established in the future.

ARTICLE II

Library Board of Trustees

- A.** The board shall consist of not less than five (5) and not more than nine (9) voting members representing the following communities and/or areas with the specified number of representatives:
1. One (1) representative from Monticello
 2. One (1) representative from Blanding
 3. One (1) representative from/of the Board of County Commissioners.
 4. The remaining six (6) representatives shall be from communities served by the library system, preferably from areas other than Monticello and Blanding.
 5. No more than two (2) representatives shall be from any one area.
- B.** All Trustees shall be appointed by the County Executive with the advice and consent of the Board of County Commissioners.
- C.** No employee of the library is eligible to serve as a Trustee.

ARTICLE III

Term of Service

- A.** Trustees shall be appointed to serve for four (4) year terms or until their successors are appointed, and shall not serve more than two (2) consecutive full terms.

- B. The term of service for members of the Board of Trustees shall be four years from the date of appointment. Terms of Trustees shall be staggered.

ARTICLE IV

Officers

- A. Officers of the San Juan County Library System Board of Trustees shall be a chair, vice chair, and secretary elected annually in January from among the appointed voting trustees. The successful candidate for an office shall be elected by the majority of members present at the January meeting of the Board of Trustees.
- B. Nominations for officers shall be made by voting members during the first meeting of the year in January under the direction of the board chair.
- C. Officers shall serve a term of one year from the meeting at which they were elected and until their successors are duly elected. There are no limits to the number of times a member may serve in a particular office.
- D. The chair shall preside at all meetings of the board, authorize calls for any special meetings, appoint all committees, execute all documents authorized by the board, serve as an ex-officio voting member of all committees, and generally perform all duties associated with that office.
- E. The vice chair, in the event of the absence or disability of the chair, or of a vacancy in that office, shall assume and perform the duties and functions of the chair.
- F. The secretary shall keep a true and accurate record of all meetings of the board, shall issue notice of all regular and special meetings, and shall perform such other duties as assigned by the chair. The secretary shall provide meeting minutes to each trustee prior to the subsequent meeting. In the absence of the secretary, a board member shall be appointed to fill the secretary's post.

ARTICLE V

Meetings and Meeting Attendance

- A. The regular meetings of the Board of Trustees shall be held bi-monthly (January, March, May, July, September, and October). The meeting dates and hours shall be set by the board annually. No meeting shall be scheduled in December. The yearly meeting schedule shall be noticed for the public following the meeting in January.
- B. The regular meeting shall be held at such place as the board may designate.
- C. Board members shall attend board meetings unless duly excused. Any members desiring to be excused shall notify the board secretary, library director, or the board chair prior to the meeting that will be missed. The secretary or director shall inform

the chair of the excused absences. The chair shall recommend the replacement of any board member with two consecutive unexcused absences.

- D. No member of the board shall be permitted to vote on any action unless the member shall be present in person, via telephone connection, or computer video connection when the vote is taken and when the result is announced. No member shall grant a proxy vote to any other member.
- E. The order of business for meetings shall include, but not be limited to, the following items:
 1. Call to Order
 2. Roll Call
 3. Disposition and approval of minutes of previous meeting and any intervening special meeting
 4. Public presentation to or discussion with the board items presented to the board for discussion and/or action (old business and new business)
 5. Committee reports
 6. Director's report relative to the library system
 7. Librarian reports for Blanding, Monticello, the Satellites
 8. Other Business
 9. Adjournment
- F. Any person wishing to include an item on the agenda must do so by contacting the chair or vice chair at least one week prior the scheduled meeting.
- G. Special meetings may be called by the chair, or at the request of three members, for the transaction of business as stated in the call for the meeting.
- H. A quorum for the transaction of business at any meeting shall consist of a majority of the Board of Trustees present in person, via telephone connection, or via video computer connection. An affirmative vote of a majority of the members present shall be necessary to approve any action before the board. The chair may vote upon and may move or second a proposal before the board.
- I. Conduct of meetings will utilize Robert's Rules of Order, latest edition, as a guideline for procedural matters.

ARTICLE VI

Library Director and Staff

- A. The Library Director shall:
 1. Serve as the executive officer for the San Juan County Library System Board of Trustees
 2. Serve as the administrative officer and department head of the county library system as a department of San Juan County in accordance with and subject to the requirements of county ordinances, policies, and procedures

3. Perform such other duties related to the library as established in the official job description or as may be assigned by the County Executive
4. Be an employee of the county subject to the personnel policies, procedures, merit system, and compensation plans approved by the County Executive and the Board of County Commissioners.

ARTICLE VII
Committees

- A. The chair shall appoint committees of one or more members each for such specific purposes as the business of the board may require.
- B. All committees shall make a progress report to the library board at each of its meetings.
- C. No committee will have other than advisory powers unless, by suitable action of the board, it is granted such specific power to act.

ARTICLE VIII
General

- A. The Bylaws may be amended by the majority vote of all members of the board, provided written copies of the proposed amendments shall have been distributed to all members at least ten days prior to the meeting at which such action is proposed to be taken.
- B. Any rule or resolution of the board, whether contained in these bylaws or otherwise, may be suspended temporarily in connection with business at hand, but such suspension, to be valid, may be taken only at a meeting at which two-thirds of the members of the board shall be present and two-thirds of those present shall so approve.

Approved: October 21, 2015

Board Chair: /s/ Steven Hiatt



COMMISSION STAFF REPORT

MEETING DATE: June 20th, 2023

ITEM TITLE, PRESENTER: Blue Mountain Community Market to lease the County lot located at 52 East 100 South across from the County Building by Elaine Gizler, Economic Development and Visitor Services Director.

RECOMMENDATION: Business/ Action

SUMMARY: Alex Gomez and Carlos Martinez, owners of Blue Mountain Community Market, are requesting to lease the San Juan County empty lot across from the County Courthouse in Monticello to host events two Sundays from April through October. Blue Mountain Community Market owners will rent the lot, and provide necessary landscaping, to provide the space for retail operations from 10 am to 5 pm the two Sundays a month.

HISTORY/PAST ACTION. None

FISCAL IMPACT: Revenue will go into the Building Authority Fund

SAN JUAN COUNTY LEASE AGREEMENT

This LEASE AGREEMENT (this “Lease” or “Lease Agreement”) is made and entered into as of June 20, 2023 (the “Effective Date”), by and between San Juan County (“County”) and Blue Mountain Community Market (Lessee). Lessee and County may be referred to hereafter individually as “Party” and Collectively as “Parties” herein.

WITNESSETH:

WHEREAS, County owns specific property located at 52 East 100 South in Monticello, Utah (“Property”); and

WHEREAS, Lessee is willing to comply with conditions and is willing to lease the County’s property to host a Community Market on Sundays throughout the spring, summer and fall season.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the Parties hereto agree as follows:

Section 1. Lease

- 1.1 Lease of Property. Subject to the terms of this Agreement, the County agrees to lease and does hereby lease the property to Blue Mountain Community Market for the Lease Term, as defined herein.
- 1.2 Property. Property means all surfaces, fixtures, utilities, infrastructure, and land located at 52 East 100 South in Monticello, Utah, as from time to time altered, expanded, or reduced upon approval from the County. Property includes ingress and egress entrances, and exits, parking areas, driveways, and area utilities above and below leasable premises and not included within leasable premises but adjacent to, those lands, areas, improvements, equipment that serve or are for the useful benefit of the Property.
- 1.3 Permitted Use. Throughout the Lease Term, Lessee shall use the property only for purposes consistent with a community market operating in a temporary and day activity with no hard-fast permanent features added for the operation of the community market. All uses besides this permitted use shall not be allowed without the prior written consent of the County.
- 1.4 Third Party Use and Subletting. The County shall not authorize nor allow the Lessee to sublet the property for a Third Party or Sublet arrangement.
- 1.5 Personal Property. Except as otherwise set forth herein or in writing, Lessee shall be responsible for furnishing all personal property to be used by Lessee on the Property including electricity, power, and water supplies to the Property.

- 1.6 Access to the Property. Lessee shall have access to the Property on weekends twenty-four (24) hours a day. County shall have access to the Property at all reasonable times to enable County (i) to examine the same and to make such repairs, additions, and alterations as County may be permitted to make hereunder; and (ii) to show the Property to appraisers, prospective lessees, mortgagees, and purchasers.
- 1.7 Parking. Lessee shall have the ability to park on the Property associated with and serving the Property to the extent such parking areas are not designated as reserved or ADA parking.
- 1.8 Liens. Lessee shall not permit any liens to be filed against the Property on account of the furnishing of any labor, material or supplies, or for any other cause or reason. In the event liens are filed, then Lessee shall promptly cause the same to be released, bonded, or satisfied in full within ten (10) days of the date of such filing.
- 1.9 Quiet Enjoyment. Lessee shall peaceably and quietly hold and enjoy the Property during the full Lease Term hereof.
- 1.10 Signage. Beginning on the commencement date of the Lease Term, Lessee and the County may place temporary or permanent signage upon and within the Property in keeping with Monticello City's Land-Use Ordinances or policies and procedures. The Parties agree to coordinate regarding the design and presentation of any such signage.

Section 2. Term

- 2.1 Term. This Agreement commences on the Effective Date and concludes at the conclusion of the Lease Term.
- 2.2. Lease Term. The "Lease Term" shall commence upon execution of this lease by all parties on or around June 20, 2023, and concludes one (1) year from the date of execution. The lease may be amended for an additional one (1) year if desired by an official amendment approved by both Parties.
- 2.3. Expiration of Lease Term. Upon the expiration of the Lease Term, if for any reason, this Agreement is terminated for cause by either party prior to the expiration of the Lease Term, then Lessee shall quit and surrender to County the Property in the same condition as delivered to Lessee on the commencement of the Lease Term, ordinary wear and tear excepted.

Section 3. Rent

- 3.1. Rent. Rent on the Property is based on a square footage rate for use for one day a week at a rate of \$100 (One hundred dollars)
- 3.2. Security Deposit. A Security Deposit is required in connection with this Lease of \$500.

Section 4. Taxes

4.1 Taxes. Lessee will pay for any fees or taxes arising from any activity or business transaction taking place on the Property.

Section 5. Utilities, Maintenance and Landscaping.

5.1. Utilities. Throughout the Lease Term, all utility services associated with the Property shall be managed and paid for by Lessee. Any need for utilities, Lessee will provide and at Lessee’s expense.

5.2. Maintenance. During the Lease Term, Lessee agrees to keep and maintain the Property in a clean and orderly condition and repair. County represents that infrastructure above, below and adjacent to the Property may not be in good working order and shall not be maintained in working order fashion by the County. All improvements to the utilities shall be at Lessee’s sole expense.

Section 6 Right of Entry

6.1 Right of Entry. The Parties acknowledge, understand, and agree that County and any of its authorized agents may enter into and upon the Leased Property with prior notice to Lessee, for the purpose of inspecting the same, of posting notices of non-responsibility for alterations, additions or repairs, or for any other reasonable purpose, which approval shall not be unreasonably withheld.

Section 7. Assignment

7.1 Assignment. Notwithstanding anything herein to the contrary, Lessee may not assign this Lease.

Section 8. Notices

8.1 Notices. All notices, demands or other writings under this Lease shall be in writing and shall be deemed delivered on the date of personal delivery or three days after it is deposited in the United States mail with postage prepaid and addressed as follows:

<p>To County: San Juan County Attn: County Chief Administrative Officer 117 South Main Street, PO Box 9 Monticello, Utah 84535</p>	<p>To Lessee: Blue Mountain Community Market Attn: Alex Gomez-Murguia 400 No. 500 W Moab, Utah 84535 Utah License #1450738-0160 EIN: 931821361</p>
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Section 9. Hazardous Materials

- 9.1 Hazardous Materials. "Hazardous Substance" shall mean all substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under any Environmental Law. Lessee agrees not to maintain, keep, store, or permit the maintenance or storage of any dangerous, flammable, or hazardous material on the property (other than reasonable and customary amounts as permitted under existing fire and safety rules and regulations) and further agrees to comply with all fire and safety rules and regulations. County is not aware of any existing Hazardous Substances within the Property.

Section 10. Causality

- 10.1 Casualty. If all or any part of the Property shall be damaged or destroyed by fire, earthquake or other casualty so as to render the Property unusable in Lessee's reasonable opinion, then this Agreement shall terminate, at the written option of County or Lessee, from the date of such casualty, and upon such notice Lessee shall at once surrender the Property and all interest therein to County.

Section 11. Force Majeure

- 11.1 Force Majeure. In the event that either Party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, pandemic or epidemic, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Neither County nor Lessee shall be liable for failure to perform any obligation under this Agreement in the event it is prevented from so performing by pandemic or epidemic, strike, lockout, breakdown, accident, act of terrorism, order or regulation of or by any governmental authority or failure to supply, or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services or because of war, pandemic, epidemic, or other emergency or for any other cause beyond its reasonable control.

Section 12. Governmental Approvals

- 12.1 Governmental Approvals. In the event any governmental authorities require Lessee or the County to (i) make modifications to the Property or (ii) obtain licenses or permits, then the Parties agree to coordinate in good faith to allocate any costs or expenses associated therewith.

Section 13. Property and Liability Coverage

- 13.1 Fire and Extended Coverage. Throughout the Lease Term, Lessee shall carry fire, earthquake, and extended coverage for the Property.
- 13.2 Lessee's Liability Coverage. Lessee's Liability Coverage. Lessee agrees to keep the Property fully insured and to protect the same from damages or loss by all ordinarily insurable perils under an "all risk" property insurance policy during the term of this Lease Agreement. Lessee agrees to provide Insurance that includes premises liability, and, if applicable, mobile equipment coverage with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) per occurrence. Lessee shall obtain comprehensive automobile liability coverage for claims and damage due to bodily injury or death of any person or property damage arising out of Lessee's ownership, maintenance, or use of any motor vehicles, whether owned, hired, or non-owned, of not less than five hundred thousand dollars (\$500,000) single combined limit "per accident" for bodily injury and property damage.
- 13.3 County's Liability Coverage. The County secures liability coverage as a member of the Utah Counties Indemnity Pool with limits adequate to cover its maximum liability under the Utah Governmental Immunity Act.

Section 14. Liability

- 14.1 Liability. Each Party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by such party or its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said party under this Agreement. Neither Party shall be liable for any special, consequential, lost profit, expectation, punitive or other indirect damages in connection with any claim arising out of or relating to this Agreement, whether grounded in tort (including negligence), strict liability, contract, or otherwise. Nothing in this Agreement shall waive or limit each party's protections under the Utah Governmental Immunity Act.

Section 15. Default

- 15.1 Default. In the event that either Party shall be default in the performance of any other of the terms, covenants, conditions or provisions herein contained binding after the other Party has provided sixty (60) days prior written notice of such non-performance, the notifying Party shall have the right (in addition to all other rights and remedies provided by law) to terminate this Agreement.

Section 16. Miscellaneous.

- 16.1. Choice of Law and Venue. The Agreement will be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of Utah.
- 16.2. Government Records and Management Act. Lessee acknowledges that County is a governmental entity subject to the Utah Government Records Access and Management Act, Utah Code Ann., Section 630-2-101 et seq., as amended. ("GRAMA"); that certain records within Lessee's possession or control, including without limitation, the Agreement, may be subject to public disclosure; and that Lessee's confidentiality obligations shall be subject in all respects to compliance with GRAMA. Pursuant to Section 630-2-309 of GRAMA, any confidential information provided to Lessee that County believes should be protected from disclosure must be accompanied by a written claim of confidentiality with a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in the Agreement, Lessee may disclose any information or record to the extent required by GRAMA or otherwise required by law, and to Lessee's employees, attorneys, accountants, consultants and other representatives on a need-to-know basis; provided, that such representatives shall be subject to confidentiality obligations no less restrictive than those set forth in the Agreement.
- 16.3. Governmental Immunity. If either County or Lessee institutes any action or proceeding against the other to enforce any provision of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable costs and expenses incurred by the prevailing party in the performance of this Agreement, including court costs, expenses and reasonable attorneys' fees.
- 16.4. Attorneys' Fees. If either County or Lessee institutes any action or proceeding against the other to enforce any provision of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable costs and expenses incurred by the prevailing party in the performance of this Agreement, including court costs, expenses and reasonable attorneys' fees.
- 16.5. Notice. Any payment, notice, or other communication required or permitted to be given to either party hereto shall be in writing and shall be deemed to have been properly given and effective: (a) on the date of delivery if delivered in person during recipient's normal business hours; or (b) on the date of attempted delivery if delivered by courier, express mail service or first-class mail, registered or certified. Such notice shall be sent or delivered to the respective addresses listed in the opening clause of this Agreement.
- 16.6. Assignment. Neither party may assign, transfer, or otherwise dispose of its rights, interests, or duties hereunder, in whole or in part, to any third party without prior written approval from the other Party.

- 16.7. Time of the Essence. Time is of the essence with respect to the performance of each, every, and all of the terms, conditions, promises and provisions of this Agreement.
- 16.8. Relationship of Parties. In assuming and performing the obligations of this Agreement, the Parties are each acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, agent or employee of the other.
- 16.9. Headings. No headings in this Agreement affect its interpretation.
- 16.10. Amendment and Supplement. Any amendment and/or supplement of this Agreement shall come into force only after a written agreement is signed by both Parties. The amendment and supplement duly executed by both Parties shall be part of this Agreement and shall have the same legal effect as this Agreement.
- 16.11. Merger. This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter thereof.
- 16.12. Severability. The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions herein.

Section 17. Authority; Counterparts; Electronic Signatures

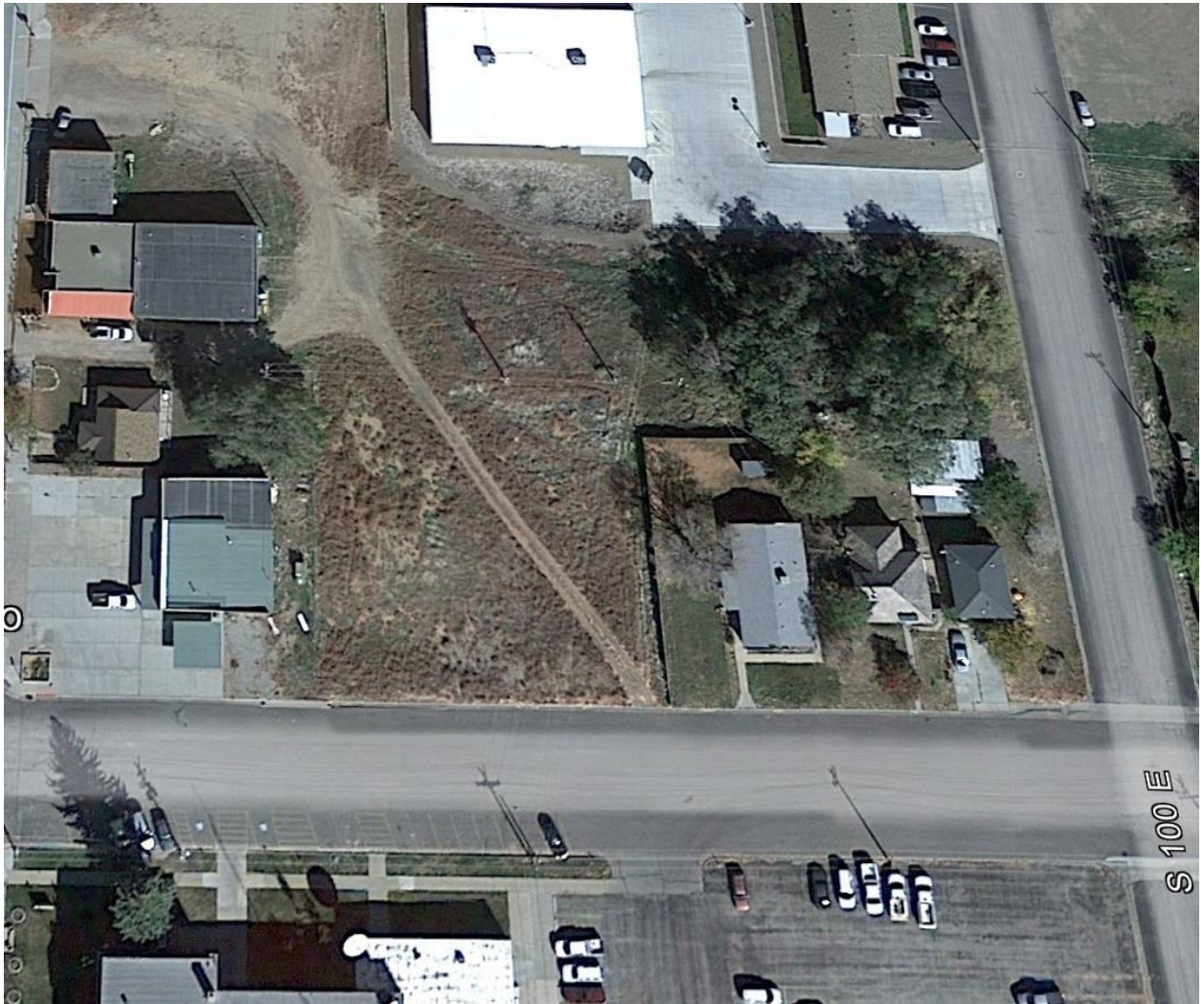
The Parties signing this Lease represent that they have been duly authorized by their respective principals and by all necessary corporate and public action to enter into and execute this Lease. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. For purposes hereof, facsimile and/or e-mail signatures hereon shall be treated the same as, and accorded the same legal significance as original signatures hereon.

In Witness Whereof, the Parties have executed this Lease to be effective on the day and year first above written.

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

<p>COUNTY</p> <p>By: _____ Bruce Adams, Chair San Juan County Board of County Commissioners</p> <p>Date: _____</p> <p>ATTEST:</p> <p>_____</p> <p>Lyman Duncan San Juan County Clerk/Auditor</p> <p>Date: _____</p>	<p>BLUE MOUNTAIN COMMERCIAL MARKET</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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Exhibit A
Property





COMMISSION STAFF REPORT

MEETING DATE: June 20, 2023

ITEM TITLE, PRESENTER: Consideration and Approval of Off-Highway Vehicle Recreation Grant, TJ Adair, Road Superintendent

RECOMMENDATION: Approve and Sign

SUMMARY

San Juan County Road Department applied for an Off-Highway Vehicle Recreation Grant for trail maintenance and equipment purchases. The grant has been awarded but the contract needs reviewed and signed. In kind match will be in labor and equipment.

HISTORY/PAST ACTION

Approved and Signed

FISCAL IMPACT

\$199,677.00 allocated funds for equipment purchase and maintenance.

STATE OF UTAH CONTRACT
Division of Outdoor Recreation
Off-Highway Vehicle Recreation (OHVR) Grant FY23 Q2 – Spring

San Juan County Maintenance

1. CONTRACTING PARTIES: This contract is between the State of Utah, Division of Outdoor Recreation, referred to as the State

Department of Natural Resources
Division of Outdoor Recreation
1594 West North Temple #100
Salt Lake City, UT 84116
Contact Person: Rachel Toker
Email: racheltoker@utah.gov

and the following Grantee:
San Juan County Road Dept.
885 East Center
Monticello, UT 84535

FEIN:

Contact Person: Todd Adair

Phone No: 435-459-6000

Email: tadair@sanjuancounty.org

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to award funding for San Juan County Trail Maintenance. This contract provides terms and conditions under which the Grantee may obtain and maintain eligibility for Off-Highway Vehicle Recreation funding.

3. AUTHORITY: This contract is entered pursuant to the State’s authority to administer funds under Utah Code § 41-22-19 and Utah Administrative Code R651-301.

4. CONTRACT PERIOD:

This contract is executed as of the date of the last signature and is effective through September 30, 2025, unless terminated early or extended in accordance with the terms and conditions of this contract.

5. CONTRACT AMOUNT AND MATCH: The State awards and the Grantee accepts a potential grant award of up to \$199,677.00. The Grantee agrees to meet a match of at least 23% of the grant amount.

Fund: 1000 Department: 560 Unit: 8641 Appropriation: RSQ

Object: 7501 Program: COHVTA Commodity Code: 99999

6. ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:

- Attachment A – Standard Terms and Conditions for Grants
- Attachment B – Off-Highway Vehicle Recreation Terms and Conditions
- Attachment C – Scope of Work

7. DOCUMENTS INCORPORATED BY REFERENCE BUT NOT ATTACHED:

All governmental laws, regulations, or actions applicable to the grant authorized by this contract, including but not limited to Utah Code § 41-22-19 and Utah Administrative Code R651-301, and the 2023 funding application, APP-002715 documents submitted into Salesforce for this project.

8. CONTRACT EXECUTION:

Each person signing this contract represents and warrants that he/she is duly authorized and has the legal capacity to execute and deliver this contract and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the contract and the performance of each party’s obligations hereunder have been duly authorized and that the contract is a valid and legal contract binding on the parties and enforceable in accordance with its terms. This contract is not fully executed until all parties, including but not limited to the Utah Division of Finance, have signed this contract.

BY SIGNING THIS CONTRACT, THE GRANTEE HEREBY ACKNOWLEDGES THAT THE GRANTEE HAS READ, UNDERSTOOD, AND AGREES TO THE TERMS AND CONDITIONS OF THIS CONTRACT.

San Juan County

Signature: _____

Name: _____

Title: _____

Date: _____

State of Utah - Division of Outdoor Recreation

Signature: _____

Name: Tara McKee

Title: Associate Dir., Grants & Planning

Date: _____

Reviewed and Processed - Division of Finance

Signature: _____

Date: _____

Attachment A: Standard Terms and Conditions for Grants

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:

1. “**Contract**” means these terms and conditions, the cover pages, and all other attachments and documents incorporated by reference.
2. “**Grant Money**” means money derived from State off-highway vehicle fees that are owned, held, or administered by the State.
3. “**Grantee**” means the individual or entity receiving Grant Money from the State. The term “Grantee” includes Grantee’s agents, officers, employees, and partners.
4. “**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 information that must be kept non-public under federal and State laws.
5. “**State**” means the State of Utah Department, Division, Office, Bureau, Agency, or other State entity identified on the Contract providing the Grant Money.
6. “**Subgrantees**” means persons or entities under the direct or indirect control or responsibility of Grantee, including, but not limited to, Grantee’s agents, consultants, employees, authorized resellers, or anyone else for whom Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including 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. The 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. **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. This includes documentation related to Grantee’s performance of the Contract terms, scope of work, project-specific requirements, and outcomes reported to the State by Grantee. Grantee shall retain these records 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 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 Grantee’s use of the Grant Money is appropriate and has been properly reported.

5. **INDEPENDENT CAPACITY:** 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 of Utah agency effectuating this Contract.

6. **INDEMNITY:** The State is a governmental entity as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by the State of any rights, limits, protections, or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which the State is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuits brought against it. There are no indemnity obligations between these parties.

7. **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 workplace. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit discrimination of any kind by any of Grantee’s employees.

8. **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. Amendment requests must be submitted three weeks **before** the current expiration date.

9. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. Any material violation of the terms of the program or Contract may give rise to for-cause termination.

10. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to 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.

11. WORKERS COMPENSATION INSURANCE: Grantee shall maintain during the term of this Contract, workers' compensation insurance for all its employees, as well as any Subgrantees as required by law.

12. PUBLIC INFORMATION: Grantee agrees that this Contract and invoices will be public records 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 non-protected portions of Grantee's Application 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.

13. PAYMENT: The acceptance by Grantee of the final Grant Money 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 Grantee. No State payment is to be construed to prejudice any claims that the State may have against Grantee. State may withhold, adjust payment amount, or require repayment of any Grant Money under this Contract that is: provided in reliance on an inaccurate or incomplete representation, unsupported by sufficient invoices or other documentation, not used by Grantee for the project identified, used for any purpose in violation of the terms of this Contract or in violation of the law, or paid in excess of what is owed.

14. REVIEWS: The State reserves the right to perform reviews, and/or comment upon Grantee's use of the Grant Money. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.

15. ASSIGNMENT: Grantee may not assign, sell, transfer, sub-contract 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.

16. 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. 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.

17. 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.

18. OWNERSHIP IN INTELLECTUAL PROPERTY: The State and Grantee each recognize that they have 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.

19. WAIVER: A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

20. 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 document listed or referenced in Contract; 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.

21. 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.

22. 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.

23. 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.

Attachment B: Off-Highway Vehicle Recreation Terms and Conditions

1. PROJECT DESIGN, SCOPE OF WORK, AND USE OF FUNDS:

- a. The scope of work for this grant contract is outlined in Attachment C. The Grantee hereby agrees to complete that scope of work and shall use the grant funding provided to achieve the goals and benchmarks set forth therein.
- b. Successful completion of the scope of work will be determined by the State, based on documentation of the completion of goals and benchmarks outlined in Attachment C.
- c. The Grantee shall comply with all applicable Federal and State statutes and regulations and will be responsible for obtaining and maintaining any necessary permits and approvals prior to commencement of the project.
- d. All requirements listed in the application for eligibility and required attachments are incorporated here by reference though not attached hereto.
- e. The scope of work is hereby termed the Grantee's project, which shall commence within one-hundred eighty (180) calendar days from the contract effective date and be completed on or before the contract termination date.
- f. The Grantee agrees that the project pursuant to this contract shall not be converted to other than public use without written notice and approval from the Director of the Utah Division of Outdoor Recreation. Furthermore, if the project developed with the Off-Highway Vehicle Recreation funds is converted to other use, the other use must be of comparable value and may not be converted until both parties agree in writing to the converted use. The converted use must be in the same general location and will be provided by the Grantee.
- g. The Grantee shall maintain or ensure appropriate maintenance as determined by the State of all facilities and property covered by this contract in a safe, usable, and attractive condition. The project area shall be kept reasonably open, accessible, and safe for public use. Structures, trails, and trail infrastructure should be kept maintained throughout their estimated lifetime to prevent undue deterioration and to encourage public use. The State makes no claims to ownership or management interests of facilities constructed pursuant to this contract on lands legally owned by the Grantee.
- h. The Grantee shall provide evidence that the project has county, city, state, federal, or tribal approval and endorsement. A contract must be signed with the party who will maintain the project for at least the next five (5) years. Any assets purchased with this funding must be used for its intended purpose for a minimum of ten (10) years, or the life of the asset, and may not be sold or transferred to another entity. The State reserves the right to request updated documentation and proof of continued support and maintenance contracts at any time. The Grantee shall give the State reasonable notice of any change in the contract or endorsement status. Loss of endorsement or maintenance contract may constitute an event of default and result in a recapture of the grant funds.
- i. If a trail project is on Federal lands, the Grantee must receive approval from the lead agency responsible for compliance with the National Environmental Policy Act (NEPA). Loss of approval from or any violation of Federal regulations shall constitute an event of default and result in the recapture of the grant funds. The Grantee shall give the State reasonable notice in the event that approval for the appropriate public entity has been rescinded or denied. Proof of approval shall be provided and updated as requested by the State.
- j. All property on which Off-Highway Vehicle Recreation funded projects are located must be owned by or under the control of the Grantee (e.g., local government or conservancy) or public agency that has partnered with the Grantee. If the project crosses private property, as in the case of a trail, a contract must be reached with the property owners to allow the general public right-of-way. This should be documented with a Grant of Easement and Right-of-Way. Proof of ownership and all relevant contracts shall be provided to the State before completion of the project. Lack of proof shall constitute an event of default and may result in the recapture of the grant funds.
- k. The project must have endorsement from the local, federal, or state entities stating that the project will provide for off-highway vehicle needs and facilities access to, travel within, and enjoyment and admiration of the outdoors. The project shall meet the qualifications of Utah Code § 41-22-19. This requirement can be fulfilled by the endorsement provided in the Grantee's Application. If the status of the endorsement changes the Grantee may provide reasonable notice in writing of such change to the State. The State reserves the right to recapture all grant funds if the endorsement is rescinded and it is determined by the State that the project has no or little economic impact.
- l. The Grantee must check with the Utah Department of Wildlife Resources (DWR) to ensure the project is not in a special management area for endangered species such as the Sage Grouse. If the project is in or close to a special management area it must first secure written approval from the DWR. DWR may continually add or remove species from the list of species requiring a special management area. The Grantee is responsible for maintaining the project in a way that is current with all DWR regulations and requirements. If the project is found to be in violation of any regulation regarding the management of species within the project, it shall constitute an event of default and may result in the recapture of the grant funds.
- m. No fees or other restrictions shall be prohibitive to the extent that portions of the public at large will not be able to access the project. All fees charged by the Grantee or others in granting access to the project shall be disclosed to the State in writing. The State reserves the right to determine if such fees are considered prohibitive and thus a violation of this paragraph. If a fee is found to be prohibitive to public access the

Grantee shall have thirty (30) days to change the fee to be reasonable or this will constitute an event of default and the State may recapture the grant funds.

- n. The Grantee shall notify the State of the public opening date, and upon the public opening of the project, the Grantee shall make every effort to make the public aware of the project's existence with appropriate publicity and marketing. Such publicity can include but is not limited to, a grand opening ceremony, press release to the local media or social media outlets to appropriately promote the public use of the project.

2. NATURE OF ENTITY:

- a. The Grantee is a municipality, county, tribal government, federal government, state government, or nonprofit corporation classified under U.S. Code § 501(c) and is physically located within the State.
 b. The Grantee is not a for-profit entity; for-profit entities may not receive Off-Highway Vehicle Recreation funding.

3. REPORTING:

- a. Reports shall be provided by the Grantee to the State at least every twelve (12) months, and no later than sixty (60) days after the contract termination date. Each report shall include the following:
- i. Assurances that all monies paid to the Grantee were used towards completion of the project outlined in Attachment C.
 - ii. A brief synopsis of the work completed in the previous twelve months; and
 - iii. An outline of the work anticipated to be completed in the next six to twelve months.

4. FUNDING UPFRONT:

- a. The Grantee shall not receive any grant funds until this contract is fully signed and executed.
 b. Up to 75% of the Contract Amount may be awarded upfront prior to full completion of the Grantee's project.
 - i. Project timeline showing expenditures of funds in six- or twelve-month increments must be submitted with an upfront funding request.
 - ii. Project budget showing the expenditure of upfront funds must be submitted with an upfront funding request. Ex, bid or quotes showing the need for upfront funding.
 - iii. Within six months of receipt of 75% of contract funding, backup documentation of expenditures associated with those funds must be submitted to the State.
 - iv. The remaining 25% of funds are contingent on the completion of the Grantee's project, a final on-site inspection (if applicable), and submission of the Final Report.
 c. In no event shall payments from the State to the Grantee exceed in sum the Contract Amount.
 d. All funds must be spent by the Grantee within the scope of the Grantee's project.
 e. The Grantee must provide matching funds as listed under Page 1, section 5 of the project's eligible costs.
 f. A portion of the Grantee's required matching funds may be paid in cash.
 g. Or, a portion of the Grantee's required matching funds may be provided through an in-kind contribution if:
 - i. Approved in advance by the State.
 - ii. The in-kind donation is for services or materials that are directly related to the Grantee's project, defined in Attachment C: Scope of Work.

5. REIMBURSEMENT REQUESTS:

- a. Reimbursement requests must be received by the State within 60 days after the contract termination date. Grantee's may request a project extension if completion of the project will not meet the current contract expiration. An amendment request must be submitted 60 days prior to the initial contract expiration date. All expenditures must be dated prior to the contract expiration date.
 b. The following documentation shall, at minimum, be provided upon final reimbursement request, and additional documentation may be required by the State:
 - i. Copies of invoices and evidence of payment (checks, bank statements, etc.) for work done on the project.
 - ii. Records of volunteer labor or other in-kind donations for work done on the project
 - iii. Several photos to show the project is complete.
 - iv. A final report with the description of the project and other data requested by the State.
 - v. A description and an itemized report detailing the expenditure of the grant or the intended expenditure of any grant funds that have not been spent.
 - vi. The grant program's provided reimbursement request document or a letter of request on letterhead of the Grantee specifying the grant amount requested.
 c. Requests shall be submitted to the State electronically, to the Grant Manager, Rachel Toker, racheltoker@utah.gov. The Grantee shall document that all the grant money received by the Grantee for this project was spent on efforts towards the project

- 6. SITE VISITS:** The Grantee shall cooperate with reasonable requests for site visits during the process of completion and after completion of the project.

7. AUDIT:

- a. The Grantee shall allow State auditors to make audits and inspections of all records relating to this Grant.
- b. The Grantee shall make available for audit and inspection the records of expenditures relating to this contract until all State audits are completed or for a period of up to five (5) years from the date of this contract.
- c. The Grantee shall refund to the State any grant funds spent that did not meet the requirements of this contract and determined by audit to be ineligible under the terms hereof or in accordance with State and Federal law.

8. EVALUATION: The State reserves the right to conduct an independent evaluation of the use of the grant funding and the activities covered by this contract, including achievement of goals and benchmarks, location of the Grantee, and achievement of outcomes and economic development. Such evaluation may employ qualitative as well as concrete measures of outcomes. The State reserves the right to engage consultants or others to conduct this evaluation. The Grantee agrees to allow the State or its representatives access to and will make its personnel, facilities, records, and sponsors available to State evaluators, subject to reasonable notice.

9. BREACH OF CONTRACT: The State reserves the right to demand a refund of the full amount of the grant or a portion thereof, or to terminate this contract and pay no further funds, in the event that the Grantee breaches any of the terms of this contract or those in documents incorporated by reference but not attached.

10. ATTRIBUTION: The Grantee shall make appropriate and reasonable efforts to ensure that the Utah Division of Outdoor Recreation is recognized as a partner in the project. Such efforts may include recognition of the State in fundraising materials, use of the Utah Division of Outdoor Recreation name and official logo, and other appropriate attribution for the funding made possible by the division.

11. ACCESS TO DATA: At the State's request, the Grantee shall allow the State access to data and information about the project to assess progress and ensure that grant funding is being spent on the project specified within the Grantee's project proposal.

12. STATE CONTACT PERSON: The State designates the Off-Highway Vehicle Grant Administrator of the Division of Outdoor Recreation at the State, or their designee, as the contact person to consult with the Grantee on an ongoing basis. The contact person will provide the Grantee with any additional guidelines, standards, procedures, and reporting requirements on which the State will review progress and evaluate performance hereunder.

13. LICENSE TO PROMOTE: The Grantee gives to State a perpetual, irrevocable, worldwide, transferable, royalty-free, and non-exclusive license to publicly display the Grantee and its project for any reasonable purpose, including display on State websites, without any attribution or compensation to the Grantee. The Grantee agrees to acknowledge State funding in publications or presentations.

Attachment C: Scope of Work

San Juan County will fix over 100 miles on 11 of the 45 trails that we regularly maintain. There are rock slides and washouts along these trails that are restricting access to OHV and causing safety issues as these areas are remote with limited communication. We will use a skid steer with a blade, bucket, and rock breaker to assist in breaking the rocks to make them movable. By using a skid steer we can travel these trails where bigger equipment can not get to. The bucket will help us move material to fill the washouts and the blade will help with grading since it will be able to move six ways. The post pounder and auger would allow San Juan County replace broken signs in order to keep the public on the designated trail(s). A drone would be a valuable asset as we have limited staff for trail maintenance. By using the drone, staff would be able to identify problem areas and equipment needed in a more efficient manner. This project will take several years to complete with the limited resources that we have. With this equipment it will reduce the time to complete this project

Signature:

Email: mmcasper@utah.gov



COMMISSION STAFF REPORT

MEETING DATE: June 20, 2023

ITEM TITLE, PRESENTER: Consideration and Approval to Purchase Equipment for Trail Maintenance, TJ Adair, Road Superintendent

RECOMMENDATION: Approval

SUMMARY

The Off-Highway Vehicle Recreation Grant was awarded to San Juan County Road Department for equipment purchase and trail maintenance. There are several pieces of equipment the Road Department would like to purchase in order to make trail maintenance more efficient.


Skid Steer Track Loader with attachments, Honda Pioneer UTV and a Trailer to haul equipment.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

\$199,677.00 Total – Funds from the OHV Grant will be used to cover this purchase.

OHV RECREATION GRANT - BUDGET		Project Name:		Project Applicant:					
		SJC Trail Maintenance		San Juan County Road					
<p>Step 1: List all sources of Cash Funding by type for the entire project. These can include other donations, grants received, etc. Requested OHV Recreation grant funds go in the first row (Blue). Applicant Cash Funds go in the next row. Other Cash Partners (if applicable) go in the following rows.</p>									
OVERVIEW OF FUND SOURCES									
1. CASH OVERVIEW		Type of Funds	Source of Funds (Organization)	Total Cash Funding (\$)					
OHVR Grant monies, Applicant monies, other partners monies <i>Insert more rows as needed below</i>	OHVR GRANT	Division of Outdoor Recreation	\$	211,618.00					
	Applicant Cash Match		\$	-					
	Partner 1 Cash Match		\$	-					
	Partner 2 Cash Match		\$	-					
			TOTAL CASH FUNDING	\$ 211,618.00					
<p>Step 2: List all sources of In-Kind (non-cash) Match for the entire project. <i>In-Kind is defined as donated products, land, labor, or services.</i></p>									
2. IN-KIND MATCH OVERVIEW		Type of Funds	Source of Funds (Organization)	Total In-Kind Funding (\$)					
Value of materials, equipment or services from applicant or partners. <i>Insert more rows as needed below</i>	Applicant In-Kind Match	Grant Applicant	\$	45,000.00					
	Partner In-Kind Match		\$	-					
	Partner In-Kind Match		\$	-					
	Partner In-Kind Match		\$	-					
			TOTAL IN-KIND FUNDING	\$ 45,000.00					
TOTAL PROJECT VALUE		TOTAL PROJECT COST (OHVR+Cash+In-Kind)				\$ 256,618.00			
DETAILED LIST OF ANTICIPATED USE OF FUNDS									
<p>Step 3: List all the uses of cash for the project by Type of Service. Note: The total cash listed here in Step 3 should match the total listed in the cash overview from Step 1. Please fill in the amount being used from OHVR Grant (Blue), applicant funds, or partner funds below. <i>Insert more rows as needed. Note: 10% contingency of the requested OHVR funds is allowable.</i></p>									
3. CASH DETAILED DESCRIPTION						Difference between	Cash Amounts Agree		
						\$ -			
Type of Service: Please select or change type from dropdown menu by clicking cell.	Vendor (Organization)	Anticipated Use of Cash Funds: Briefly describe	Number of Units	Cost Per Unit	Extended Cost	OHVR Funds	Applicant Funds	Partner Funds	
Other & Misc.	SJC Road	Construction labor	1000.00	\$ 45.00	\$ 45,000.00	\$ 45,000.00	\$ -	\$ -	
Equipment	Wheeler Cat	Skid steer with rock hammer	1.00	\$ 81,500.00	\$ 81,500.00	\$ 81,500.00	\$ -	\$ -	
Equipment	Wheeler Cat	Skid Steer Attachments	1.00	\$ 37,429.00	\$ 37,429.00	\$ 37,429.00	\$ -	\$ -	
Equipment	Survey Solutions	Drone	1.00	\$ 23,941.00	\$ 23,941.00	\$ 23,941.00	\$ -	\$ -	
Equipment	Hondaland	Honda Pioneer UTV	1.00	\$ 23,748.00	\$ 23,748.00	\$ 23,748.00	\$ -	\$ -	
Please select type from dropdown menu.	trailer			\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ -	\$ -	
Please select type from dropdown menu.				\$ -	\$ -	\$ -	\$ -	\$ -	
Please select type from dropdown menu.				\$ -	\$ -	\$ -	\$ -	\$ -	
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Please select type from dropdown menu.				\$ -	\$ -	\$ -	\$ -	\$ -	
Please select type from dropdown menu.				\$ -	\$ -	\$ -	\$ -	\$ -	
ANTICIPATED USE OF CASH FUNDS					CASH SUBTOTAL	\$ 199,677	\$ 199,677	\$ -	\$ -
						\$ 211,618.00	\$ 211,618.00	\$ -	\$ -
<p>Step 4: List all the uses of In-Kind for the project by Type of Service. Note: The total In-Kind listed here in Step 4 should match the total listed in the In-Kind overview from Step 2. Please fill in the amount being used from the applicant, or partner funds below. <i>Insert more rows as needed.</i></p>									
4. IN-KIND DETAILED DESCRIPTION						Difference	In-Kind Amounts Agree		
						\$ -			
Type of Service: Please select or change type from dropdown menu by clicking cell.	Source of Funds (Organization)	Anticipated Use of In-Kind Funds: Briefly describe	Number of Units	Cost Per Unit	Extended Cost	Applicant In-Kind	Partner In-Kind		
Personnel Costs	SJC Road	Construction labor	700.0	\$ 45.00	\$ 31,500.00	\$ 31,500.00	\$ -		
Donated Material or Equipment	SJC Road	Truck/Trailer	300.0	\$ 45.00	\$ 13,500.00	\$ 13,500.00	\$ -		
Please select type from dropdown menu.				\$ -	\$ -	\$ -	\$ -		
Please select type from dropdown menu.				\$ -	\$ -	\$ -	\$ -		
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Please select type from dropdown menu.				\$ -	\$ -	\$ -	\$ -		
Please select type from dropdown menu.				\$ -	\$ -	\$ -	\$ -		
ANTICIPATED USE OF IN-KIND FUNDS					IN-KIND SUBTOTAL	\$ 45,000.00	\$ 45,000.00	\$ -	
TOTAL PROJECT COST		TOTAL PROJECT COST (OHVR+Cash+In-Kind)				\$ 256,618.00			
OHVR FUNDING REQUESTED		TOTAL OHVR GRANT FUNDING REQUEST				\$ 211,618.00			
TOTAL MATCH		TOTAL MATCH (Applicant's Cash+In-Kind)				\$ 45,000.00			
% MATCH		% MATCH (Applicant's Cash+In-Kind)				17.54%			



140550-01

Feb 13, 2023

San Juan County

Attention: TJ ADAIR



Machine pictured may not reflect specifications quoted.

Dear TJ,

Thank you for your interest in Wheeler Machinery Co. and its products. I am pleased to provide you with this quote for your consideration.

New Caterpillar Model: 259D3 C3H2 Compact Track Loaders in addition to the additional specifications listed below.

STOCK NUMBER: BCP01700 **SERIAL NUMBER:** 0CW923719 **YEAR:** 2023 **SMU:** 2

Thank you for your interest in Wheeler Machinery Co. and Caterpillar products for your business needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Marco Defa | Machine Sales Representative | Wheeler Machinery Co.
435-229-6074 | mdefa@wheelercat.com

New Caterpillar Model: 259D3 C3H2 Compact Track Loaders in addition to the additional specifications listed below.

STANDARD EQUIPMENT

POWERTRAIN -Cat C3.3B diesel engine --Gross horsepower per SAE J1349 -74.3 hp (55.4 kW) @ 2400 RPM --Electric fuel priming pump --Glow plugs starting aid --Liquid cooled, direct injection -Air cleaner, dual element, radial seal -S-O-S sampling valve, hydraulic oil -Filter, cartridge type, hydraulic -Filters, canister type, fuel -and water separator -Radiator / hydraulic oil -cooler (side-by-side) -Spring applied, hydraulically released, -parking brakes -Hydrostatic transmission

UNDERCARRIAGE -Suspension - independent torsion axle(4) -Two speed motor

HYDRAULICS -ISO or H pattern controls: -Electro/hydraulic implement control -Electro/hydraulic hydrostatic -transmission control - Speed sensor guarding -

ELECTRICAL -12 volt electrical system -80 ampere alternator -Ignition key start / stop / aux switch -Lights: --Gauge backlighting -- Two rear tail lights --Dome light -Backup alarm -Electrical outlet, beacon -

OPERATOR ENVIRONMENT -Operator warning system indicators: --Air filter restriction --Alternator output --Armrest raised / operator out of seat --Engine coolant temperature --Engine oil pressure --Glow plug activation --Hydraulic filter restriction -- Hydraulic oil temperature --Park brake engages --Engine emission system -Gauges: fuel level and hour meter -Storage compartment with netting -Ergonomic contoured armrest -Control interlock dystem, when operator -leaves seat or armrest raised: - -Hydraulic system disables --Hydrostatic transmission disables --Parking brake engages -ROPS cab, open, tilt up -Anti-theft security system w/6-button -keypad -FOPS, Level I -Top and rear windows -Floormat -Interior rear view mirror -USB charging port - Horn -Hand (dial) throttle, electronic -

FRAMES -Lift linkage, vertical path -Chassis, one piece welded -Machine tie down points (6) -Belly pan cleanout -Support, lift arm -Rear bumper, welded

OTHER STANDARD EQUIPMENT -Engine enclosure - lockable -Extended life antifreeze (-37C, -34F) -Work tool coupler - Hydraulic oil level sight gauge -Radiator coolant level sight gauge -Radiator expansion bottle -Cat ToughGuard TM hose -Heavy duty flat faced quick disconnects -with integrated pressure release -Split D-ring to route work tool hoses -along side of left lift arm - Hydraulic demand cooling fan -Per SAE J818-2007 and EN 474-3:2006 and -ISO 14397-1:2007

MACHINE SPECIFICATIONS

259D3 COMPACT TRACK LOADER	512-4259	CERTIFICATION ARR, P65	563-1163
HYDRAULICS, PERFORMANCE, (H2)	512-4324	TRACK,RUBBER,320MM(12.6IN)BLCK	343-4599
CONTROL, ISO, PROP, WT	512-4115	SEAT BELT, 2"	542-6994
LIGHTS, LED	495-1671	RIDE CONTROL, NONE	512-3483
ROPS, ENCLOSED WITH A/C (C3)	512-4345	BATTERY,HD,DISCONNECT, 850 CCA	560-7824
DISPLAY, ADVANCED, LCD, CAMERA	416-9265	SERIALIZED TECHNICAL MEDIA KIT	421-8926
FAN, COOLING, DEMAND	486-6956	PRODUCT LINK, CELLULAR PL641	573-8121
QUICK COUPLER, HYDRAULIC	512-4052	PACK, DOMESTIC TRUCK	0P-0210
SEAT,AIR SUSPENSION,CLOTH,HEAT	536-9738	INSTRUCTIONS, ANSI, USA	512-3765
FILM, TWO SPEED	568-4700	CAB PACKAGE, PRO PLUS	588-9120
STANDARD RADIO(12V),BLUETOOTH	345-6180	HEATER, ENGINE COOLANT, 120V	345-3556
LANE 2 ORDER	0P-9002	BUCKET, 74" - NP033154	279-5373
DOOR, CAB, GLASS	539-8615	HM SSL B6 NP029118 0HA607489	4485670
COUNTERWEIGHT,MACHINE,EXTERNAL	345-5148		2197706
REAR LIGHTS	356-6082		1534085
RUBBER BELT, 2 SPD, TF IDLERS	357-0240		6102690

**Award Justification Statement
Statewide Solicitation #MG20057
Contract Name: Heavy Equipment Purchase Statewide**

In accordance to Utah State Bid Requirements

SELL PRICE	\$72,000.00
+HAMMER SSSL B6	+
\$9500	

NET BALANCE DUE **\$81,500**

AFTER TAX BALANCE

\$81,500

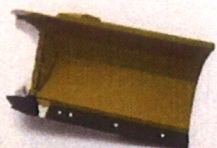
WARRANTY & COVERAGE

Standard Warranty: 2 Year / 2000 Hour Premier Bumper to Bumper

F.O.B/TERMS:

Delivered to MOAB UTAH

SNOW "V" PLOW



MACHINE MODEL	PART #	DBS MODEL	COUPLER	WIDTH	WEIGHT	MARKET PRICE
SSL/CWL	542-7309	SO SSL 5V	SSL	5'	641	\$7,274.00
	542-7310	SO SSL 7V	SSL	7'	941	\$8,324.00

V-PLOW, HEAVY DUTY

MWL (FIXED) 950	314-2510	SO MWL 126	FUSION	10'5"	2765	\$13,119.00
MWL (FIXED) 966	314-2511	SO MWL126V	FUSION	10'5"	2917	\$15,145.00

U/V ANGLE BLADES

MWL 950/966 (HY)	524-6865	SO MWL11UV	FUSION	11'	2900	\$39,152.00
	524-6866	SO MWL12UV	FUSION	12'	3000	\$44,041.00
MWL 966/972 (HY)	524-6867	SO MWL14UV	FUSION	14'	3150	\$48,942.00



NEW SNOW BLOWERS

MODEL	PART #	DBS MODEL	COUPLER	WIDTH	WEIGHT	MARKET PRICE
SR115	580-0607	SB SR115	SSL	60"	932	\$10,811.00
SR118	546-4485	SB SR118	SSL	72"	952	\$10,984.00
SR121	545-8977	SB SR121	SSL	85"	972	\$11,144.00
SR318 (XPS)	546-4509	SB SR318	SSL	72"	995	\$12,128.00
SR321 (XPS)	546-4504	SB SR321	SSL	85"	1015	\$12,300.00
SR418 (XE/XHP)	585-5465	SB SR418XE	SSL	72"	1140	\$13,856.00
SR421 (XE/XHP)	585-5467	SB SR421XE	SSL	85"	1190	\$14,029.00
Erskine 2020 SF (21-23 GPM)	901448	SB SSL 73	SSL	73"		\$9,492.00
Erskine 2020 SF (21-23 GPM)	901450	SB SSL 79	SSL	79"		\$9,656.00
Erskine 2020 SF (21-23 GPM)	901452	SB SSL 85	SSL	85"		\$9,742.00
Erskine 2420XL (32-33 GPM XPS)	901461	SB SSL 79H	SSL	79"		\$12,460.00
Erskine 2420 HF (30-32 GPM)	901458	SB SSL 85H	SSL	85"		\$10,480.00
Erskine 2420XL (32-33 GPM XPS)	901462	SB SSL 85H	SSL	85"		\$12,625.00
Erskine 2420XL TL (32-33 GPM XPS)	901462	SB SSL85HT	SSL	85"	Truck Loader	\$14,772.00

☆

NON-CAT Work Tools for SSL

GI Danuser / Post Driver	Model		Weight	DBS MODEL	Market Price
Post Driver SM40 w/Tilt & Grapple	21003	10"- Post	1045	POST SSL	\$11,000
Vibrating Post Driver T-3	21300	3"- Post	286	POST SSLT	\$3,875
Vibrating Post Driver T-3 (304)	21300	3"- Post	286	POST 304 T	\$4,250
Vibrating Post Driver T-3 (305)	21300	3"- Post	286	POST 305 T	\$4,250

Optional: "T" Post adaptors included with SM40



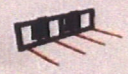
Erskine / Blank SSL Plate		Thickness	Weight	DBS MODEL	Market Price
Erskine / Blank SSL Plate	113005	3/8"	75	BL SSL UNV	\$450



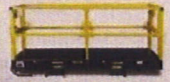
STAR IND. / SSL Skeleton Bucket			Weight	DBS MODEL	Market Price
72" Skeleton Bucket	150-72			BK SSL 72S	\$2,625
84" Skeleton Bucket	150-84			BK SSL 84S	\$3,000



GENERAL IMPLEMENT			Weight	DBS MODEL	Market Price
Bale Spear 4-49" Low Back				FK SSL HAY	\$2,000
Bale Spear 4-49" High Back				FK SSL HHB	\$3,125



STAR IND. Work Platform	Model	Size	Weight	DBS MODEL	Market Price
4x8 Safety Work Platform	1208C	4' X 8"	500	MAN BASKET	\$3,125



Hammer for SSL and CTL's (SEE HAMMER PRICING)

Ride Control for "D/D3" Model
"CALL" It depends on serial number

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Angle Blades for SSL & MTL's, and CTL's

Model	Part #	Weight	DBS MODEL	Angle Blade Market Price
72" Blade	177-1989	690	AB SSL 72	\$4,088
84" Blade	177-1990	730	AB SSL 84	\$4,356
72" Snow Kit	225-9522	50	KT AB 72	\$557
84" Snow Kit	225-9523	50	KT AB 84	\$557

Snow kits include: Guards, markers, and mounting hardware



6-Way Dozer Blade for SSL & MTL's, and CTL's

Model	Part #	Weight	DBS MODEL	Dozer Blade Market Price
79" Blade	541-0940	1083	DZ SSL 79	\$6,775
92" Blade	541-0945	1164	DZ SSL 92	\$7,450

REQUIRES: Control, Work Tool, Electrical (order with machine)



SMART ATTACHMENT



6-Way Dozer Blade for High Flow D3 SSL/CTL's

Requires: HIGH FLOW (XPS/XHP)

"Market Price includes one IMU"

Model	Part #	Weight	DBS MODEL	Dozer Blade Market Price
BLADE, 6W DOZER, SMART, 92"	539-9210	1095	DZ SSL 92S	\$14,360
KIT, GRADING IMU, SMART, MACH	585-5125	"If put on more than on machine"	KY D3 IMU	\$1,634

Price includes: 585-5125 KIT, GRADING IMU, SMART, MACH (**ORDER MORE IF PUTTING ON MORE THAN ONE MACHINE**)



Angle Brooms for SSL & MTL's, and CTL's

Model	Part #	Weight	DBS MODEL	Angle Broom Market Price
BA118C / Manual Angle	448-5660	900	BR BA118MA	\$10,200
BA118C / Hydraulic Angle	448-5670	920	BR BA118HD	\$12,175

****Call for Sprinkler Kit and Deflector prices****



Pick-Up Brooms for SSL & MTL's, and CTL's

Model	Part #	Weight	DBS MODEL	Pick-Up Broom Market Price
BP115C	448-5680	1160	BR BP115C	\$9,450
BP118C	448-5690	1032	BR BP118C	\$10,150
Gutter Brush added to BP Broom	452-4150	90	BR GUTTER	\$4,079

Brackets are required for A & B series machines, not needed for C & D series. Call for pricing



Utility Brooms for SSL & MTL's, and CTL's

Model	Part #	Capacity	Weight	DBS MODEL	Broom Market Price
BU115 BOCE	493-2258		967	BR BU115	\$5,906
BU118 BOCE	493-2259		1067	BR BU118	\$6,389
Gutter Brush added to BU Broom w/ mount	242-7200/ 257-5229			BR GUTTER	\$5,356
Water Tank (On BU broom)	607-0593	30 Gals		KT BU WT	\$1,958
Water Sprinkler Kit for BU Broom	256-9335/ (4)257-3140			KT BU SP	\$1,334

Requires Mounting kit (INCLUDED IN PRICE)



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Augers for SSL & CTL's

Model	Part #	Weight	DBS MODEL	Auger Market Price
A23 (OLD A14)	218-3178	377	AG A23 SSL	\$2,687
A41 (OLD A19)	219-7706	417	AG A41 SSL	\$3,188
A68 HF (OLD A26)	424-0440	391	AG A68 SSL	\$5,125

A23 and A41 require: Standard flow hydraulics.

A68 require: High flow hydraulics

Auger Bits	Part #	Weight	DBS MODEL	Bit Market Price
4"	366-7751	40	AG BIT 4	\$600
6"	153-4083	50	AG BIT 6	\$425
6" Rock Bit	372-0270	78	AG BIT 6R	\$1,537
9"	153-4084	75	AG BIT 9	\$525
9" Rock Bit	372-0271	107	AG BIT 9R	\$1,750
12"	153-4085	100	AG BIT 12	\$588
12" Rock Bit	372-0272	134	AG BIT 12R	\$1,944
15"	366-7752	125	AG BIT 15	\$887
16" Rock Bit	372-0273	167	AG BIT 16R	\$3,319
18"	153-4086	144	AG BIT 18	\$925
18" Rock Bit	372-0274	191	AG BIT 18R	\$3,606
20" Rock Bit	372-0275	217	AG BIT 20R	\$4,219
24"	153-4089	200	AG BIT 24	\$1,244
24" Rock Bit	372-0276	281	AG BIT 24R	\$4,432
30"	217-3194	320	AG BIT 30	\$1,331
30" Rock Bit	372-0277	310	AG BIT 30R	\$6,262
36"	153-4091	380	AG BIT 36	\$1,594
36" Rock Bit	372-0278	409	AG BIT 36R	\$5,812
Tree Bit, Auger 24"	153-4092	163	AG BIT 24T	\$1,087
Tree Bit, Auger 36"	153-4095	310	AG BIT 36T	\$1,625
Adapter, Auger - HEX(2") to Round(2.56")	156-6329	15	AG ADP H-R	\$230
Adapter, Auger - Round(2.56") to HEX(2")	217-3191	15	AG ADP R-H	\$306
Auger 12" Extension	156-6328	20	AG EXT 12	\$293
Auger 24" Extension	217-3192	33	AG EXT 24	\$331
Auger 36" Telescoping Extension	372-0256	43	AG EXT 36	\$518
Auger 72" Telescoping Extension	372-0257	77	AG EXT 72	\$869

(Rock Heads for standard bits are also available)

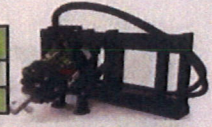


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Bill of Sale

Invoice#

HONDALAND



935 E. Hwy 491
 HC 83 Box 3
 Monticello, UT 84535
 Phone: (435)587-281 8
 fax: (435)587-2792
 info@hondalanda.com



Date of Sale
 Date of Delivery
 Account #

Company Name:		Temp#	Amt. Financed:	
Buyer's Name: San Juan County		Lien Holder:		
Street Address:		City:	State:	Zip:
Mailing Address:		City:	State:	Zip:
Phone: (home)		(work)	Email:	

PLEASE READ FULLY BEFORE SIGNING

The undersigned, hereinafter "Buyer", hereby tenders to Hondaland hereinafter "Seller" the sum of

\$_____ for the option to purchase the above described vehicle for the price and under the terms and conditions set forth above and as set forth hereinafter. Buyer understands this option shall not be binding on Seller until signed and accepted by a manager of the Seller. Buyer agrees to pay any increase in price by manufacturer in the event the vehicle must be special ordered and further agrees that neither the Seller nor the manufacturer will be held liable for failure to effect delivery. Buyer guarantees the described vehicle offered in trade to be free from any and all security interests, liens, claims, or other encumbrances of any kind.

In consideration for the price paid here fore, Seller agrees to hold said vehicle from other sale until after the Date Promised indicated above. Seller further agrees to apply sum paid for this option to the vehicle purchase price should Buyer exercise this option. It is further understood by Buyer and Seller that upon exercise of this option, title to said vehicle will be transferred to Buyer in accordance with terms of safe contingent upon clearance and collection of any and all negotiable instruments tendered in settlement by Buyer. Any such negotiable instrument dishonored shall render exercised contract to be breached. Title to the said vehicle shall then remain with or revert to Seller and any goods of money paid to Seller shall be retained as liquidated damages for Buyer's failure to fulfill the exercise terms of the option purchase agreement.

Buyer and Seller understand and agree the exercise of this purchase option agreement to be payment by Buyer to Seller (on or before Date Promised) the full amount of the cash delivery price in cash or equivalent, subject to the aforementioned conditions, and the delivery and acceptance of the said vehicle to and by the Buyer. Buyer and Seller understand and agree that this purchase option agreement, if exercised, is the only contract controlling the purchase and sale of said vehicle, and this option agreement shall contain all agreements whether express or implied, verbal or written.

As an alternate to the above-described means of exercising this option, Buyer and Seller may execute a retail installment sales contract, subject to acceptance of such contract by a lending institution acceptable to Seller, and Buyer paying in cash or equivalent (subject to the aforementioned conditions) any and all cash down payments required under said retail installment sales contract, and delivery to and acceptance of the said vehicle by Buyer. Buyer, herewith, authorizes Seller and said lending institution to secure any and all information from any source to determine credit worthiness of Buyer.

Seller agrees to refund to buyer the Downpayment/Deposit on this option only if Buyer is unacceptable to said lending institution for the credit amount requested (as indicated in the "Amount Financed" box above), or if Seller refuses or is unable to deliver the specified unit on the Date Promised. In all other circumstances, all down payments and/or deposits shall be deemed Non-Refundable.

In the event that it becomes necessary for the seller to enforce any provisions of this contract or to enforce any right or remedy hereunder, or in the event that it becomes necessary for the seller to defend any action arising out of this contract, regardless of whether such action is instituted by the buyer or a third party, the buyer agrees to pay all reasonable attorney's fees, costs or expenses incurred by the seller or any judgment against the seller resulting from any of the aforementioned events.

BUYER AGREES THAT HE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN AND AFFIXES HIS SIGNATURE IN CONFIRMATION OF HIS OFFER.

PURCHASE UNIT INFORMATION		PURCHASE PRICE INFORMATION		
N/U	New	Base Price		\$20899.00
Year	2023	Hi-Trac Card		
Make	HONDA			
Model	SXS10M3P (Pioneer, Forest)	Unit Price, Net	\$23748.09	\$20899.00
Color	Camo	Freight		\$1,295.00
Key #		Set-up		\$150.00
Serial #				
Engine #				
TRADE-IN/ FINANCE/ LAYAWAY		1c		
Down pmt/Dep/Trade		Out-of-state Delivery		
		Lien Fee		
Add'l Deposits (see attached) Trade		*DOC Fees		\$0.00
Net Due on Delivery	\$23748.09	UCC-1		
TRADE UNIT INFORMATION		1c		
Year		Clos. Charge		
Make		Tx. Filing		
Model		Taxes: \$1404.09	\$0.00	\$0.00
Mileage		City	\$0.00	
Color		County	\$0.00	
Key #		State	\$0.00	
Serial #		Total Unit Price		\$22344.00
Engine #		Options & Acc. (See sep. Invoice)		\$1404.09
		Taxes on Opt.		
		Total Opt. & Acc.		\$1404.09
		Contract Price	~(Continue to column 1)	\$23748.09

Buyer's Signature _____
 I understand no verbal agreement will be honored by dealer. I have received a copy of my purchase option contract on delivery.

Accepted Date _____
 for Hondaland
 By _____
 Deal must be accepted by an officer or manager of the Company

*The "DOC" (dealer documentary service) fees listed on your Sales Invoice represent costs and profit to the Dealer and are charges relating to the processing of documents, dealer internal operations, and other Dealer Services concerned with the sale or lease of the Item(s) being purchased. These are Dealer Fees only and are not set or mandated by State statute or rule.

Item 31.

STATUS: Quote

HONDALAND
935 US-491
Monticello UT, 84535
(435) 587-2818

Quote #: 26194



Invoice Date:
Print Date: 3/16/2023

BILLING ADDRESS

SAN JUAN COUNTY
SAN JUAN COUNTY
881 E. CENTER
PO BOX 188
MONTICELLO, UT 84535
United States
435-587-3230

SHIPPING ADDRESS

SAN JUAN COUNTY
SAN JUAN COUNTY
881 E. CENTER
PO BOX 188
MONTICELLO, UT 84535
United States
435-587-3230

Qty	Item No.	Item Description	Your Price	Amount
1.00	0SR85-HL4-A30	3P SINGLE, HARD ROOF	591.43	591.43
1.00	0SR72-HL4-A10	FULL WINDSCREEN OP	565.99	565.99
1.00	0SR95-HL4-206B	FABRIC RR PANEL (3P)	157.89	157.89

Total Invoice	
Subtotal:	1,315.31
Total:	1,315.31
Shipping:	0.00
Sales Tax:	88.78
Total Due:	1,404.09
Payment Received:	0.00
Balance Due:	1,404.09

Tracking No. _____

THANK YOU FOR YOUR BUSINESS

All returns are subject to a 20% restock fee.
No returns without receipt.
No returns on electrical items.
No returns after 14 days.
No returns on special orders or close out items.

**SAN JUAN COUNTY UTAH
RESOLUTION NO 2023-__**

**A RESOLUTION SUPPORTING CONGRESSMAN CURTIS’S CONGRESSIONAL HOUSE BILL H.R.3397
- TO REQUIRE THE DIRECTOR OF THE BUREAU OF LAND MANAGEMENT TO WITHDRAW A RULE
OF THE BUREAU OF LAND MANAGEMENT RELATING TO CONSERVATION AND LANDSCAPE
HEALTH**

WHEREAS, on April 3, 2023, the BLM proposed the "Conservation and Landscape Health Rule;" (Proposed Rule) which "proposes new regulations that, pursuant to the Federal Land Policy and Management Act (FLPMA) of 1976, as amended, and other relevant authorities, would advance the BLM's mission to manage the public lands for multiple use and sustained yield by prioritizing the health and resilience of ecosystems across those lands" (88 Fed. Reg. 19583); and

WHEREAS, the Proposed Rule seeks to define "conservation" as a "use" thus contravening the principles and requirements of FLPMA to manage for "multiple use and sustained yield";

WHEREAS, the Proposed Rule would also violate federal case law declaring that the BLM lacks the statutory authority to prioritize conservation use to the exclusion of other uses (Public Lands Council v. Babbitt, 167 F. 3d 1287 (10th. Cir. 1999)); and

WHEREAS, FLPMA, in referencing ACEC's, states "the preparation and maintenance of such inventory or the identification of such areas shall not, of itself, change or prevent change of the management or use of public lands" until the official designation of the ACEC in a BLM Resource Management Plan (RMP) (43 U.S.C. 171 I(a)); and

WHEREAS, the Proposed Rule will revise existing regulations allowing the BLM to prioritize designating ACEC's and "interim management may be evaluated, considered, and implemented" outside of an RMP, pushing protection-oriented management similar to the National Park Service rather than multiple use and sustained yield-oriented management as required by FLPMA 88 Fed. Reg. 19583; and

WHEREAS, on May 17, 2023, our Congressman Curtis (for himself, Mr. Fulcher, Mr. Stewart, Ms. Hageman, Mr. Stauber, Mr. Gosar, Mr. Newhouse, Mr. Lamborn, Mr. Moore of Utah, Mr. Owens, Mr. Bentz, Mr. Amodei, Mr. Rosendale, and Mr. Zinke introduced H.R. 3397 requiring the Director of the Bureau of Land Management to withdraw the rule; and

WHEREAS, Congressman Curtis, on June 15, 2023, testified during the House Committee on Natural Resources as to how damaging this rule would be to his district which includes San Juan County. Congressman Curtis states "for decades and decades and decades, the good people of Utah have managed these lands in a responsible way, far better, Mr. Ranking Member, and since the Bears Ears Monument designation nothing good has come out of that designation for the land in Utah for the local Tribes and for the people who participate in this land, and now we have Bureaucrats from the East Coast who have never been to my district who have hardly been to the west other than to fly over it on their way to California tell us that they know better than we do how to manage these lands...I would like to go on the record with saying that in the West, we know far better how to manage these lands and have done better for decades and decades better

than any bureaucrat from the East Coast could ever imagine or ever dream of managing these lands"; and

Item 32.

WHEREAS, we concur with our Congressman in acknowledging that it has been our local farmers, ranchers and citizens who have managed these lands mitigating fire disasters, sustaining a living, and providing food for our citizens here in San Juan County through proper management of these lands; and

WHEREAS, under the Proposed Rule, the BLM will be able to grant a "conservation lease" to individuals, environmental advocacy groups, businesses, non-governmental organizations, or Tribal governments contrary to the principles of multiple-use and sustained yield; and

WHEREAS, under the Proposed Rule, when a "conservation lease" is granted, the BLM "shall not authorize any other uses of the leased lands that are inconsistent with the authorized conservation use"; and

WHEREAS, public lands should be just that, open to the public, not available for environmental organizations to rent for their own purposes (88 Fed. Reg. 19600); and

WHEREAS, the Proposed Rule, if adopted, could fundamentally alter the future management of BLM lands in San Juan County to the detriment of recreation, livestock grazing, mineral extraction, renewable energy production, and other common uses on BLM lands; and

WHEREAS, San Juan County has experienced what it is like being under the oppressive guidance of non-governmental organizations who do not have the best interests of our Citizens here in San Juan County, organizations who have worked only in their best interests and not those interests of the Common Good, and we know how detrimental it would be.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of San Juan County Commissioners as follows:

1. We support our Congressman Curtis's efforts with H.R.3397 asking for a withdraw of a rule of the Bureau of Land Management relating to Conservation and Landscape Health that would be harmful to the Citizens of San Juan County.
2. We commit to stand and defend our rights and liberties as guaranteed by the U.S. and Utah Constitutions.
3. San Juan County fundamentally apposes the BLM's Conservation and Landscape Health Rule.
4. San Juan County demands that the BLM work closely with San Juan County as a Coordinating Agency in planning and rulemaking efforts for our local lands.
5. San Juan County demands that the BLM eliminate the Proposed Rule which is in violation of FLPMA, and the Unites States Constitution and the sovereignty of he State of Utah.

PASSED, ADOPTED, AND APPROVED this Resolution on this 20th day of June 2023, by the following vote:

Those voting aye:

Those voting nay:

Those absent or abstaining:

BOARD OF SAN JUAN COUNTY COMMISSIONERS

Bruce Adams, Chair

ATTEST:

Lyman Duncan, Clerk/Auditor

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